



**REQUEST FOR PROPOSAL**

**Electrical Contractor Services in various  
City Buildings and Properties of Ogden City Corporation**



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Facilities Division

October 7, 2021

**REQUEST FOR PROPOSAL**  
**Electrical Contractor Services**  
**Various City Buildings and Properties of Ogden City Corporation**

Ogden City is accepting sealed proposals to provide electrical contractor services for various City-owned locations throughout Ogden together with all incidental work required.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Responses to this Request for Proposal shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Ogden, Utah 84401, **no later than 10 AM, October 28, 2021. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City. The City reserves the right to issue contracts to multiple vendors.

Ogden City encourages and welcomes bids from women and minority owned businesses.

**Published:** October 9 & 16, 2021

**REQUEST FOR PROPOSAL**  
**Electrical Contractor Services**

**Various City Buildings and Properties of Ogden City Corporation**

**I. INTRODUCTION**

Ogden City Corporation is accepting sealed proposals to provide electrical contractor services for various City-owned locations throughout Ogden together with all incidental work required.

This RFP will become part of the final contract. The contract will be issued for a Three (3) Year period with the possibility of Two (2) one-year extensions.

**It is anticipated that this RFP may result in a multiple Service Agreement award.**

**II. SCOPE OF WORK**

See Exhibit A

**III. RESPONSE TO REQUEST FOR PROPOSAL**

**Company Information**

The City will accept proposals from firms that are capable of providing all of the work described in the above Scope of Work including Attachments. Applicants shall include qualifications for work set forth in the Scope of Work for which it proposes to provide services.

- A. Each Proposal must include, as a minimum, the following information:
1. Name, address, email, and telephone number of company submitting the proposal.
    - a. Include the name and contact information of the person designated as the firm's representative.
  2. Three (3) current references
  3. Evidence of Insurability & Copy of Electrical Contractor License
  4. Exhibit B - Completed Proposal Sheet

- 5. Exhibit C - Signed addendum acknowledgement, if applicable
- B. Proposals are to be no longer than 10 pages. Double-sided pages count as two pages.
- C. For City record keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:
  - a. Submitted as loose leaf with binder clip
  - b. Submitted in a regular 3-ring binder
- D. *Being selected and entering into an agreement does not guarantee contractor will be extended any specific amount of work.*

#### **IV. EVALUATION OF PROPOSALS**

Proposals will be evaluated in accordance with the following criteria, listed in descending order of importance:

- A. Contractor experience and scope of various projects similar to City's request
- B. Ability of the company to complete repairs in a timely manner
- C. Ability to provide indicated insurance
- D. Client recommendations
- E. Proximity of Contractor to Ogden City

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures.

In the initial phase of the proposal evaluation process, the evaluation committee will review all proposals timely received. Non-responsive proposals (those received after the deadline or not conforming to RFP requirements) will be eliminated. The remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration. Each proposer bears sole responsibility for the items included or not included in the response submitted by that bidder. The City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

At the conclusion of this initial evaluation phase, finalist proposals will be selected for detailed review and evaluation. The City may require an in-person presentation by a proposer to supplement their written proposal.

## **V. INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

- a. The amount of insurance shall not be less than:
  - i) Commercial General Liability: Minimum of \$3,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
  - ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
  - iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- b. Each insurance policy required by this Agreement shall contain the following clauses:
  - i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".
  - ii) "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

- c. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:
  - i) "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents, and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees, or contractors upon the Premises during the License Period.

## **VI. GENERAL TERMS AND CONDITIONS**

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of all employees who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State, and local rules and regulations.
- D. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.

- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers. The selected company shall enter into a written agreement with Ogden City. Ogden City reserves the right to cancel this Request for Proposal. Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor.
- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder’s webpage at:  
<https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

## **VII. ADDITIONAL INFORMATION**

Price Guarantee: All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.

Any adjustment or amendment to the contract will not be effective unless approved by Ogden City Purchasing. The City will be given the immediate benefit of any decrease in the market, or allowable discount.

Price Reductions: It is understood and agreed that the City will be given the immediate benefit of any decrease in the market, or allowable discount.

Contractor will only be allowed to invoice for the cost of services/goods in compliance with his/ her proposal as accepted by Ogden City Corporation.

- A. Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, and address of service location or delivery address.
- B. Upon the Award of Contract, Contractor may receive a request to process payments electronically.
- C. If offered by Contractor, Ogden City seeks a discount for early payment. The City shall only take such a discount if earned.
- D. Invoices shall be sent to the following address:

Ogden City Corporation

c/o Facilities

175 W 29<sup>th</sup> Street

Ogden, Utah 84401-3534

Or

Email invoices to: [ffadmin.billing@ogdencity.com](mailto:ffadmin.billing@ogdencity.com)

### **VIII. GOVERNING INSTRUCTIONS**

This Request for Proposal will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

### **IX. CONTACT PERSON**

For any questions related to this RFP, please contact the Ogden City Purchasing office via email [purchasing@ogdencity.com](mailto:purchasing@ogdencity.com) or at (801) 629-8742.

The question-and-answer period ends at 3 PM on October 25, 2021.

## **X. SUBMISSION OF PROPOSALS**

Firms shall submit six (6) copies of the proposal in a sealed envelope to the office of the City Purchasing Agent, 2549 Washington Blvd, Suite 510, Ogden UT 84401 **no later than 10AM, October 28, 2021.**

On the envelope, indicate your company's name and the project name "Electrical Contractor RFP".

### **LATE PROPOSALS WILL NOT BE ACCEPTED.**

If the Proposal is submitted by mail or other delivery service, it must be addressed to the Purchasing Office, 2549 Washington Blvd, Suite 510, Ogden UT 84401, and it must be received prior to the submission deadline.

The Proposal may also be hand-carried to the 1st Floor Information Desk (west entrance of the building) at the same address.

No facsimile or email submittals will be accepted.

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

City offices are closed on holidays.

## **EXHIBIT A SCOPE OF WORK**

- A. Contractor shall provide journey-level electrical services to diagnose and repair a variety of electrical problems.
- B. Contractor must be able to work independently at various facilities located throughout the City.
- C. Contractor must have all tools, transportation, and equipment necessary to perform the required duties.
- D. Contractor must be familiar with material, load carrying capabilities, codes, regulations, and industry standards. Repair work must meet current industry standards and all rules, regulations, and codes for federal, state, and local authorities.
- E. Work shall include, but is not necessarily limited to, maintenance, repair, replacement of poles, guide wires, overhead lines or cables, cross arms, pole hardware, transformers, regulators, capacitors, controllers, backup batteries, devices, underground cables, circuit breakers, outlets, fixtures, appliances, surge suppressors, security, and emergency lighting. Work will also include re-lamping as needed throughout the City.
- F. All equipment installed on City facilities must be the same brand and grade as currently in use and should match all city installations in similar buildings.
- G. Point of Contact: Contractor shall have a telephone number where the Contractor can be contacted twenty-four (24) hours a day, seven (7) days a week. The Contractor must respond within thirty (30) minutes of the originating call. The Contractor's telephone number must be free of charge for City use.
- H. Quality Assurance/Contractor Performance: All work is to be completed by the Contractor and is subject to the general inspection of the City's representative or his designee. Designated Contractor representatives for co-ordination of service will be a factor during the assessment phase of this RFP. The City's representative shall decide

any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of plans and specifications of all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

New installation and repair work must meet current industry standards and all rules, regulations, and codes for federal, state, and local authorities, and shall be subject to inspection of the City Building Official.

- I. Site Inspection: It is the Contractor's responsibility to survey the scope of work required in the performance of this contract to make the City's representative aware of any relevant issues.
- J. Parts: All parts shall be new, premium grade unless otherwise approved by City prior to installation.
- K. Estimates: Whenever requested, Contractor shall provide an accurate and timely estimate of the cost of the work to be completed prior to proceeding with the work. Deadlines will be determined by Facilities and/or requesting department/division.
- L. Utility Coordination: Contractor shall be responsible for coordinating with Utah Power or any other affected utility. Blue Stake clearance is required on all underground work.
- M. Scheduled Outages: Scheduled outages must be coordinated with the City's Fleet and Facilities Manager or another appropriate City representative.
- N. Permits, Fees, and inspections: Contractor shall be responsible for obtaining all required permits and inspections and paying any fees associated with the permits and/or inspections.
- O. Timely Completion of Work: Contractor shall complete the work in a timely manner as agreed upon with the appropriate City representative.
- P. Billing: Contractor shall invoice not more than once every thirty (30) days. Invoice shall be submitted within 30 days of completing the work.

Q. Background Checks: The Contractor will be responsible for security screening as determined by the City, if applicable. Any employee of the vendor will be subject to an approved background check before entering City facilities.

R. Sample Locations (not all-inclusive):

<b><u>Building</u></b>	<b><u>Sq. Ft.</u></b>
Community Service	8,784
Fire Station 2	5,600
Fire Station 3	10,000
Fire Station 4	5,600
Fire Station 5	5,600
Francom Public Safety	66,000
Golden Hours Senior Center	22,500
Justice Court	18,662
Junction:	
North Parking	211,958
South Parking	401,600
Marshall White Center	45,000
Municipal	166,000
Ogden Airport	12,400
Ogden Welcome Center	1,400
Old Water Building	11,000
PWB #1	36,000
PWB #8	23,000
PWB #11	7,200
Union Station	70,000

**EXHIBIT B  
PROPOSAL SHEET**

**Electrician Services Compensation Schedule**

Description	Regular Time: Monday - Friday 8 am to 5 pm	Overtime	Weekend	Holiday: As determined by State & Federal Government
Journeyman/Principal				
Non-Journeyman/Non-Principal				
Laborer/Expediter				
Minimum Service Charge				

Materials: Cost plus (+) \_\_\_\_\_%

List minus (-) \_\_\_\_\_%

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT C  
Acknowledgement**

Ogden, Utah

Date: \_\_\_\_\_

TO THE MAYOR OF OGDEN CITY, UTAH

Dear Sir:

The undersigned is familiar with the local conditions affecting the cost of the work at the place where the work is to be done, has carefully examined the specifications and other contract documents, and has examined the locations of the proposed work.

The undersigned hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all required labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in connection with the plans and specifications and other contract documents, at the following proposal prices for the several proposal items of work named.

Receipt of the following addenda is hereby acknowledged:

1. (Date) \_\_\_\_\_
2. (Date) \_\_\_\_\_
3. (Date) \_\_\_\_\_

CONTRACTOR

BY: \_\_\_\_\_

(Signature)