



Invitation to Bid

Replacement of Commercial Overhead Doors at the Ogden City Francom Public Safety Center



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Facilities Division

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INVITATION TO BID

Replacement of Commercial Overhead Doors at the Ogden City Francom Public Safety Center

Ogden City Corporation is accepting sealed bids to replace the commercial overhead doors at the Francom Public Safety Center with all incidental work, materials, labor, and equipment required.

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

Bidders are responsible for securing any and all addenda issued.

A **non-mandatory pre-bid conference** will be held in person at **9 AM on July 13, 2022**, at the lobby of the **Francom Public Safety Center located at 2186 Lincoln Ave, Ogden UT 84401**. All contractors intending to submit a bid are **ENCOURAGED** to attend to obtain relevant information concerning the project.

Sealed bids shall be submitted to the **Purchasing Office c/o the 1st floor Information Desk** of the Municipal Building located at 2549 Washington Blvd, Ogden, UT by **July 20, 2022, no later than 2:30 PM**, at which time bids will be opened and read aloud at the 7th floor conference room of the same address. **LATE BIDS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any bid 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 small, local, women and minority owned businesses, and other disadvantaged business enterprises

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INVITATION TO BID

Replacement of Commercial Overhead Doors at the Ogden City Francom Public Safety Center

I. INTRODUCTION

Ogden City Corporation is accepting sealed bids to replace the six (6) commercial overhead doors at the Francom Public Safety Center with all incidental work, materials, labor, and equipment required.

This Invitation to Bid (ITB) will become part of the final contract.

II. SCOPE OF WORK

Refer to Exhibit A

III. BID CONTENT

Ogden City will accept bids from contractors that are capable of providing all of the work described in the drawings and specifications. Applicants shall include qualifications for work set forth in the Scope of Work for which it proposes to provide services. Each bid must include, at a minimum, the following information:

1. Exhibit B - Completed Contractor Form
2. Exhibit C - Completed Bid Form
3. Exhibit D – Addenda Acknowledgement, if applicable

IV. EVALUATION OF BIDS

Bids will be reviewed based on the requirements indicated in Section III. Ogden City Corporation shall have the right to verify the accuracy of all information submitted and to make such investigation, as it deems necessary to determine the

ability of a prospective Contractors to perform the obligations in the response. Ogden City reserves the right to reject any response where the available evidence or information does not satisfy Ogden City that the prospective Contractor is qualified to carry out properly the obligations of the response, is a person or firm of good reputation or character for strict, complete, and faithful performance of business obligations, or if the prospective Contractor refuses to cooperate with and assist Ogden City in the making of such investigation.

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. BONDING REQUIREMENTS

Submission of a Bid constitutes a promise that the Bidder will enter the Contract Documents in the form presented in the Contract Documents. Bidders should carefully examine all Contract Documents, including the required Bonds and insurance to be provided by the Bidder.

A. CONTRACT SECURITY

- a. The Performance Bond is a guarantee of faithful performance of the requirements of the Contract Documents, including all applicable warranties. The Payment Bond is a guarantee of payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the work provided in the Construction Documents.
- b. The sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the work in the event that Contract Modifications, Change Orders or Addenda increase or decrease the total contract price. The sum of each bond shall be in an amount equal to the completed contract price at the completion of the work.
- c. Owner does not provide any release of Performance Bonds or Payment Bonds. The bonds are in effect throughout all periods during which a suit may be brought under the provisions of applicable law.

VII. 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 each person 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 bidder.
- 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 Bids - All costs related to the preparation of bids 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. Bid Ownership – Once submitted, all bids, 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 bid is not a product of collusion with any other offeror and no effort has been made to fix the bid price or any offeror or to fix any overhead, profit or cost estimate of any bid 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 bids 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 Invitation to Bid. Ogden City reserves the right to reject any or all bids received. Furthermore,

Ogden City shall have the right to waive any informality or technicality in bids received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of work 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>

VIII. ADDITIONAL INFORMATION

Price Guarantee: If applicable, 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 bid 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 29th Street
Ogden, Utah 84401-3534

Or

Email invoices to: ffadmin.billing@ogdencity.com

IX. GOVERNING INSTRUCTIONS

This ITB will constitute the governing document for submitting Bids and will take precedent over any oral representations.

X. CONTACT PERSON

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

The question-and-answer period ends at 3 PM on July 15, 2022.

XI. NON-MANDATORY PREBID CONFERENCE

A non-mandatory pre-bid conference will be held in person at 9 AM on July 13, 2022, at the lobby of the Francom Public Safety Center located at 2186 Lincoln Ave, Ogden UT 84401. All contractors intending to submit a bid are ENCOURAGED to attend to obtain relevant information concerning the project.

XII. SUBMISSION OF BIDS

No later than 2:30 PM, July 20, 2022; firms shall submit two (2) copies of all documents required in one sealed envelope addressed to Ogden City's Purchasing Agent.

On the envelope, indicate your firm's name and the "Replacement Commercial Overhead Doors at the Francom PSC."

If the bid is submitted by mail or other delivery service, it must be addressed to the following:

Purchasing Office

c/o 1st Floor Information Desk

ATTN: Replacement Commercial Overhead Doors at the Francom PSC

2549 Washington Blvd.

Ogden UT 84401

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

No facsimile or email transmittals will be accepted.

City offices are closed on holidays.

LATE BIDS WILL NOT BE ACCEPTED.

The sealed bid must be received prior to the submission deadline.

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

Bid Opening - Shortly after the deadline, bids will be opened and read aloud in the 7th Floor Conference Room of the Municipal Building located at 2549 Washington Blvd, Ogden UT 84401.

EXHIBIT A

SCOPE OF WORK

Furnish and Install

- Six (6) 24'0" X 12'0" Hormann #SG5000 C Speed Guardian High Performance Doors (Aluminum Color) including:
 - Galvanized Hoods
 - 2 Rows of Vision Slats
 - Lite Advance Warning System
 - NXT, NEMA 4X 3-phase programmable control box
 - Electronic Limit Switches
 - Self-supporting galvanized guide tracks
 - Hormann 1-5/8" thick 10" high galvanized steel panel sections with urethane foam core R-13.6
 - Enclosed chain and integral light grid up to 8' high
 - Aluminum bottom bar with rubber loop seal
 - Chain hoist and spring counterbalance for emergency operation
 - Timer to Close option.
 - 850 LM Universal Receiver Security + 2.0 My Q
 - 893-LM-3 Button Remote for My Q
 - External Antenna Kits for Receivers for improved range
 - 12' X 4" X 1/4" Steel Tube Support Frames to mount doors on perimeter of exterior Atlas Brick Openings, pre-finished to match exterior. (Ogden City will select Color)
- Removal and disposal of existing doors, operators, and related hardware.
- Please note that all primary power as well as required control, warning lite and UL-325 compliant safety equipment wiring, materials and labor will be provided by Ogden City's Electrical Contractor and is not required to be included in this bid.

**EXHIBIT B
OGDEN CITY CORPORATION
CONTRACTOR INFORMATION SHEET**

A. Business name: _____ Year Est. _____

Owner or Parent Company: _____

Business address: _____

Business Tel.: _____ FAX: _____ Mobile Tel.: _____

Federal I.D. # _____

If you do not have a federal I.D. #, please list your Social Security Number:

➔ Attach a completed IRS W9 Form.

State Contractor License # _____ ;

➔ Attach a copy of your current contractor's license.

B. List at least three (3) recent clients who can attest to the quality of your work:

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Number of full-time employees: _____ Number of part-time employees _____

D. Who in your organization is authorized to sign legal documents, pick up checks and sign bids:

Name: _____ Title: _____

E. Limits of your insurance coverage:

General Liability: _____

Automobile: _____

Workman's Compensation: _____

→ Attach a copy of certificate of insurance.

I certify the above information is true and complete. I authorize Ogden City to verify any information provided in this application.

Name & Title:

Authorized Signature:

Date:

**EXHIBIT C
BID FORM**

NAME OF BIDDER _____ **DATE** _____

The **Project** is defined in the Invitation to Bid (ITB) as the “Replacement of Commercial Overhead Doors at the Francom Public Safety Center.”

For all the work described in the ITB, I/we agree to perform for the total sum below to include 100% Performance Bond, and Material & Payment Bond and other required Insurances.

The undersigned, in compliance with the ITB, and having examined the information and specification provided, do hereby propose:

_____ Dollars

\$ _____

Include with this document:

This bid shall remain in effect for 45 days after bid-opening.

Respectfully submitted,

Seal (If a corporation)

Name of Bidder

Address

Authorized Signature

**EXHIBIT D
ADDENDA ACKNOWLEDGEMENT**

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 bid prices for the several bid items of work named.

Receipt of the following addenda is hereby acknowledged:

1.(Date) _____

2.(Date) _____

Name of Bidder

Authorized Signature