



**OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL**

Asbestos Surveyors & Asbestos Remediation Services



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Code Services

March 23, 2023

OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL

Asbestos Surveyor(s) & Asbestos Remediation Services

Ogden City is requesting sealed proposals from qualified offerors to conduct:

Asbestos Surveys and Asbestos Remediation Services.

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.

Sealed responses to this RFP shall be submitted to the Purchasing Office, c/o 1st Floor Information, 2549 Washington Blvd, Ogden, UT, 84401 by **April 13, 2023, no later than 10 AM. 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.

Ogden City encourages and welcomes bids from small, local, women and minority owned businesses and other disadvantaged business enterprises.

Ad Published: March 25 & April 1, 2023

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Asbestos Surveyors & Asbestos Remediation Services

I. INTRODUCTION

Ogden City desires to obtain one or more Companies to perform services in regard to Asbestos Surveys and Asbestos Remediation.

Goals/Objectives

Ogden City strives to maintain:

- A. Safe, habitable spaces and dwellings for the residents of Ogden City.
- B. Removal of Dangerous dwelling to protect the residents of Ogden City.
- C. A pool of interested and qualified service providers that will be invited to submit competitive bids related to specific Ogden City projects involving asbestos surveys and remediation work. City will determine, in its sole discretion and upon prior approval, when a need for work will exist to comply with RFP and agreement.

It is anticipated that this RFP process will result in one OR may result in multiple contract awards. The RFP document will become part of the final contract. The contract will be issued for a period of three (3) years.

II. SCOPE OF WORK or SPECIFICATIONS – Refer to Exhibit A

III. RESPONSE TO RFP

Ogden City is seeking proposals from offerors capable of providing a portion and/or all of the work described in the Scope of Work including attachments. Proposers should indicate if they provide just one or both of the services indicated above.

- A. Each Proposal must include, as a minimum, the following information:

1. Authorized Representative – Indicate name, address, email and telephone number of the company submitting the proposal.
 - a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
 2. Completed Contractor Information Sheet – Refer to Exhibit B.
 3. Company Experience - A description of the firm’s experience and capability of fulfilling this contract if awarded.
 - a. Include company history with biographies and/or resumes for principal contacts.
 - b. Team Information – Provide the names of any outside consultants and/or subcontractors to be utilized, including contact information and a brief description of their role(s) in the project.
 4. Availability – Description of response time or estimated completion timeframe to be provided for Ogden City requests.
 5. Cost Proposal - A detailed breakdown of the proposed general costs and timeframes to complete the project. Include a price guarantee period.
 6. References – Provide list of at least three references; include project dates, scope, summary of work performed, and contact information.
- 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. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

IV. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below:

A. Capability and experience	30%
B. Availability and response time	30%
C. Cost / fee proposal	30%
D. References	10%

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person presentation by a proposer to supplement their written proposal.

Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

V. SUBMISSION OF PROPOSALS

By April 13, 2023, No later than 10 AM; proposers shall submit five (5) copies of the proposal in a sealed envelope.

On the envelope, indicate your company's name and the RFP name.

Submit Proposal To:

Ogden City Corporation
c/o 1st Floor Information Desk
ATTN: Purchasing Office

Asbestos Survey and/or Asbestos Remediation Services RFP

2549 Washington Blvd. Ogden, UT 84401

LATE PROPOSALS WILL NOT BE ACCEPTED.

If the sealed proposal is submitted by mail or other delivery service, 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 transmittals 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.

VI. INSURANCE REQUIREMENTS

The successful proposer shall procure and maintain for the duration of the contract the required 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 \$4,000,000 in general aggregate 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.

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. Ogden 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 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://pr-ogdenut.mycusthelp.com/WEBAPP/rs/\(S\(suopfgvelrynrtwqydthpu0\)\)/support/home.aspx?sSessionID=16221821990UTUCQERTHPDHVQEOIMKDOOMQJPTOE&lp=2](https://pr-ogdenut.mycusthelp.com/WEBAPP/rs/(S(suopfgvelrynrtwqydthpu0))/support/home.aspx?sSessionID=16221821990UTUCQERTHPDHVQEOIMKDOOMQJPTOE&lp=2)

VIII. 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.

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 the submitted proposal as accepted by Ogden City Corporation.

- A. Invoices must contain a complete description of the work / service / goods that was performed / provided, the contract price for each service, the City purchase order or contract 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
 Code Services
 2549 Washington Blvd.
 Ogden, Utah 84401
 Or;

Email invoices to: stephaniegrundie@ogdencity.com

IX. GOVERNING INSTRUCTIONS

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

X. RFP SCHEDULE

Ogden City will follow the timetable below. Ogden City reserves the right to modify the dates due to unforeseen circumstances. Revision of dates, specifically the RFP response deadline will result in an RFP amendment. Amendments will be published in the City’s Purchasing webpage - <https://www.ogdencity.com/264/Purchasing>.

EVENT	TARGET DATE
Open RFP Process	March 23, 2023
1 st Ad – Standard Examiner	March 25, 2023
2 nd Ad - Standard Examiner	April 1, 2023
Last day for Q&A	April 6, 2023; No later than 3 PM
RFP Response Deadline	April 13, 2023; No later than 10 AM

Committee Review and Selection process	To Be Determined
Contract Start Date	To Be Determined

XI. CONTACT INFORMATION

For any questions related to this RFP, 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 April 6, 2023.

Please check the City’s Purchasing webpage for any published Q&A document(s) that might have already addressed your questions or concerns - <https://www.ogdencity.com/264/Purchasing>.

Thank you for your interest in doing business with Ogden City.

EXHIBIT A SCOPE OF WORK

ASBESTOS SURVEY(S)

- A. The City Code Services Officers and/or Supervisor will identify properties in violation of Ogden City Municipal Codes and will request an Asbestos Survey & Report after following the procedure(s) outlined in the Code. The type of properties cited and the scope of work available will vary depending on Inspections and the compliance level of property owners.
- B. Contractors shall comply with Operational and Maintenance instruction from City Code Services personnel and Must obtain prior authorization for any additional work that may be needed.
- C. Ogden City may require a demonstration of record keeping, accounting practices and environmental disposal practices.
- D. Ogden City will require Contractors to provide a current Business License, Bonds, and Insurance Certificates.
- E. Authorized Contractors will be notified and assigned a project by email. A Code Services Supervisor, Officer or their Administrative Assistant may also contact them by phone.
- F. Review existing data including design drawings, as-built drawings, project specifications, and any existing survey and/or laboratory information, if available.
- G. Use equipment that will allow visual examination of all accessible spaces.
- H. Confirm with the owner or owner's representative the exact area under investigation, exact nature of demolition/renovation and identify all materials that will be disturbed or accessed.
- I. Determine and investigate each building's structural, mechanical, and roofing systems that are to be disturbed.

- J. Perform a comprehensive investigation of areas to identify suspect materials to be sampled and/or assumed to contain asbestos.
- K. Create a sampling plan based on suspect materials present and requirements of 40 CFR 763.86.
- L. Collect bulk samples of all suspect materials that will be disturbed and not assumed to be asbestos and submit them to a certified laboratory for analysis.
- M. Document where asbestos materials exist and record their exact location, condition and quantity.
- N. Also document all sampled materials found to be negative for asbestos, including original location, condition, and quantity.
- O. **PROMPTNESS:** Promptness and Billing are crucial. To help ensure professionalism, a time frame has been established to complete the Asbestos Survey Report. Unless there are mitigating circumstances, all Survey's/Reports must be completed within (3) business days of being assigned unless otherwise arranged by the Code Services Supervisor.
- P. Submission of the necessary Invoice(s), photos and other related documentation must be sent to the Administrative Assistant within (3) days of the completion of the Asbestos Survey. Photos must be digital, Dated and labeled "before and after". Invoice must have Parcel number, Case number, Date and Description of work performed. Failure to provide proper documentation can/may delay payment to the contractor.
- Q. **Conflicts/Risks:** If a property owner or tenant approaches the Asbestos Survey Inspector and tells them to leave, then the Inspector should do so and Contact Code Services to inform them of the encounter. The Asbestos Survey Inspector will bill the City, for any fees incurred while on the premises.

EXHIBIT A1 SCOPE OF WORK

ASBESTOS REMEDIATION SERVICES

1. Contractor will be responsible to follow all State, Federal and local laws governing the Remediation (removal) of Asbestos as requested by Ogden City Code Services or their Administration.
2. General Steps taken in Remediation (removal) of Asbestos may include but are not limited to the following:
 - A. Technicians should wear a full mask Respirator and coveralls when removing asbestos materials.
 - B. Seal the work area with plastic sheeting or other approved sheeting/material.
 - C. Use approved/authorized wet tools & materials to remove asbestos and clean-up the work area.
 - D. Place all materials removed from the site inside clearly marked, leak tight container(s) and dispose of container/materials per State, Federal and local guidelines.

**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.

➔ Attach a copy of your current business 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:
