



**OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL**

DEMOLITION SERVICES



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Code Services

March 23, 2023

**OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL**

DEMOLITION SERVICES

Ogden City is requesting sealed proposals from qualified offerors to conduct Demolition 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 11 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

Demolition Services

I. INTRODUCTION

Ogden City desires to obtain one or more Companies to perform Demolition Services within Ogden City Limits.

Goals/Objectives

Ogden City is committed to:

- A. The Removal of Dangerous building(s) and residential dwelling(s) that present imminent danger to Ogden City Residents and their guests.
- B. Maintaining a pool of interested and qualified service providers that will be invited to submit competitive bids related to specific Ogden City projects involving demolition 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 award. 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 all the work described in the Scope of Work including attachments.

- 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 time frame to be provided for Ogden City requests.
 5. Cost Proposal - A list of recent projects completed to include square footage and final demolition cost. If available, provide a breakdown of general costs to be charged to Ogden City and timeframes to complete a 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. 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
- C. 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 11 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

“Proposal for Demolition Services”

2549 Washington Blvd. Ogden Utah 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
 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 24, 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 11 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

Obtain all Required Permits & Bonds including but not limited to:

1. Demolition Permit through the Ogden City Inspection Services Department.
2. Air Quality Control DAQ
3. SWPP-Obtained through Ogden City Engineering Department.

16-9-4: General Requirements:

- A. **Safe Condition Maintained:** All buildings and structures shall be secured and maintained in a safe condition, both prior to and during demolition or moving.
- B. **Protection Of Pedestrian Traffic:** During the course of the demolition or moving, all precautions must be taken to protect pedestrian traffic, adjacent property and structures. Covered walkways will be constructed when required by the inspection services division for pedestrian protection.
- C. **Dust Control:** All demolition projects must have means of controlling dust on the job site.
- D. **Removal Of Debris:** The building being demolished and the foundation of the building being moved must be removed from the job site. This includes the basement floor and footings. No debris from the building will be allowed to be buried in any basement or cellar space.
- E. **Sewer Lateral Uncovered:**
 1. The sewer lateral must be uncovered by the contractor/owner at the property line. Upon notification, the sewer division will cap the exposed line at no additional fee. If the sewer division is not contacted to cap the line, the contractor/owner will be required to show that the lateral has been properly capped before the bond will be released.
 2. The sewer lateral must be uncovered and properly capped by the contractor/owner within five feet (5') of the property line. This cap must remain exposed until inspected and approved by the sewer division or inspection services division and inspection approval is required before the bond may be released.

Reference:

(1979 Code § 16.37.040; Ord. 88-46, 12-1-1988; amd. Ord. 92-6, 1-9-1992; Ord. 95-25, 5-16-1995; Ord. 98-15, 2-17-1998).

16-9-5: COMPLETION OF PROJECTS:

A permit for demolition or moving requires that all materials comprising part of the existing structure, including the foundation and footings, must be removed from the site. The depression caused by removal of such debris must be filled back and compacted to the original grade, as approved by the inspection services division, with granular fill. The work must be completed, including filling and leveling back to grade and removal of required pedestrian walkways and fences within the permit period, unless the inspection services division:

- A. Finds that any part of the foundation of the building will form an integral part of a new structure to be erected on the same site for which plans have already been approved by the inspection services division, in which case it may approve plans for the appropriate adjustment and may impose reasonable conditions, including the posting of a bond, erection of fences, securing, etc., to guarantee the site does not create a hazard.
- B. Finds that new construction will shortly commence and approves the continuance of the protective pedestrian walkway.
- C. Finds that the foundation, footings or existing retaining walls are integral to the support of adjacent sidewalks, streets, legal easements, or buildings, in which case the inspection services manager may permit such supporting structures to remain.

Reference:

(1979 Code § 16.37.050; Ord. 88-46, 12-1-1988; amd. Ord. 92-6, 1-9-1992; Ord. 95-25, 5-16-1995; Ord. 98-15, 2-17-1998)

**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:
