



## **REQUEST FOR PROPOSAL**

### **Design Services for Fitness Area Expansion at the Ogden City Francom Public Safety Center**



Prepared by Monica Kapp

Facilities Division

August 16, 2023

# REQUEST FOR PROPOSAL

## Design Services for Fitness Area Expansion at the Francom Public Safety Center

Ogden City Corporation is accepting sealed proposals from qualified Architectural Firms for Design Services for a Fitness Area expansion at the Francom Public Safety Center.

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

A Mandatory Pre-Proposal Meeting will be held on August 29, 2023 at 10:30 AM to be held at the Francom Public Safety Center Lobby at 2186 Lincoln Ave, Ogden, Utah 84401.

Proposers are responsible for securing any and all addenda issued.

**Sealed responses** to this RFP shall be submitted to the Purchasing Office, c/o the 2<sup>nd</sup> Floor Information / Constable Desk, at 2549 Washington Blvd, Ogden, UT 84401, **no later than 11 AM, September 6, 2023. 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 proposals from local, small, women and minority owned businesses and other disadvantaged business enterprises.

**Published:** August 19 & 26, 2023

# REQUEST FOR PROPOSAL

## Design Services for Fitness Area Expansion at the Francom Public Safety Center

### I. INTRODUCTION

Ogden City Corporation is accepting sealed proposals from qualified Architectural Firms for Design Services for Fitness Area Expansion at the Francom Public Safety Center.

This RFP will become part of the final contract.

### 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
  4. Exhibit B – Cost Proposal
  5. Exhibit C - Signed addendum acknowledgement, if applicable
  6. Narrative on firm's experience in designing similar projects, company background, and ability to complete design services in a timely manner.
  7. Narrative on firm's proposed project approach.

- 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

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

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

- A. Architectural Firm's experience in designing similar projects.
- B. Company Background and Project Approach
- C. Ability of the company to complete design services in a timely manner
- D. Ability to provide indicated insurance
- E. Client References

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

The consultant 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 firm 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 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.**
- iv) **Professional Liability:** Minimum of **\$1,000,000 aggregate** with \$500,000 per occurrence.

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. The consultant'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 (COI) 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. Consultant shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All

coverages for Consultant'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 Consultant 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.

j. Under the "**Certificate Holder**" section, list the following information:

Ogden City Corporation  
2549 Washington Blvd.  
Ogden, UT 84401

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

- A. Qualified respondents shall be Licensed Consultants 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 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.

The consultant 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, consultant 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  
2549 Washington Blvd  
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 August 30, 2023.

### **X. SUBMISSION OF PROPOSALS**

No later than 11 AM, September 6, 2023, firms shall submit six (6) copies of the proposal in a sealed envelope. On the envelope, indicate your company's name and the project name.

**Submit to:**

Ogden City Corporation

ATTN: Purchasing Office

c/o 2<sup>nd</sup> Floor Information / Constable Desk

“Design Services for Fitness Area Expansion at the Francom Public Safety Center”

2549 Washington Blvd.

Ogden, UT 84401

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

No facsimile or email transmittals will be accepted. All submittals must be delivered by the mail or other delivery service or hand-carried to the 2<sup>nd</sup> Floor Information / Constable Desk at the same address. It is the sole responsibility of those responding to this Request for Proposal 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.

The City reserves the right to accept or reject any submittal as it best serves 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.

# **Architectural Design Services for Fitness Area Expansion at the Francom Public Safety Center**

## **EXHIBIT A**

### **SCOPE OF WORK**

The Ogden City public safety building currently houses the exercise and fitness area in a recessed portion of the building which is enclosed by a glass building system.

It is desired that the glass building system be removed as well as the adjacent landscape and sidewalk to accommodate new construction which would result in a larger footprint for the exercise and fitness area.

Work is limited only to this room/area and shall not extend to other parts of the building except as directly related to this work.

Selected firm will provide Architectural and Engineering services as required to accomplish the work as described.

Architect shall design interior finishes (walls, floors, ceilings, doors, etc.) with consideration of current finishes found. If matching finishes are not available, architect shall select new finishes to match the existing as closely as possible.

Exterior glazing shall also be considered in the design to maximize natural daylight while adhering to security, energy codes and efficiency to avoid excess heat occurring in the newly created space.

#### Demolition

The Glass building system will be removed in its entirety and is to include associated footings and foundations. Existing Masonry and gypsum walls are to remain. Existing slab should be evaluated to determine extent of demolition.

Exterior landscaping, sidewalks, bollards, park-strip and curbing etc. to the east as required to accommodate new work are anticipated to be demolished as well.

#### New Addition

A new masonry building, and structure is to be designed and engineered to match or complement the existing building and shall replace the existing glass structure area and

extend eastward to the existing leading edge of the sidewalk, adding approximately 8' to the existing area.

The park-strip area and curbing shall be redesigned to create a new north-south sidewalk passage as well as ADA access ramps to the existing parking. Handicap signs shall be placed on new building. The parking lot is not expected to be redesigned.

Egress and card reader access shall remain and occur in approximately the same locations as the currently occurring.

Electrical design shall accommodate new lighting in new area, and building "wall packs" to provide equivalent lighting as removed exterior bollards and pole light.

Mechanical HVAC design is not part of this design scope. HVAC work will occur as part of an ongoing building HVAC project.

A soils report is not available and will be provided after award.

Successful firm shall:

1. Plan design, including but not limited to; mechanical, electrical, civil, parking, landscaping, special considerations, cost estimate, obtaining permits.
2. Coordination meetings as needed with City staff.
3. Pre-bid cost estimate of project completed before **September 30, 2023**.
4. Pre-design meeting(s) with Ogden City building officials.
5. Submittal of plans to building division prior to bidding project.
6. Participation in project oversight including pre-bid meeting, pre-construction meeting, construction management weekly construction meetings, change order approval and processing, quality control and inspection, etc.

**Architectural Design Services for Fitness Area Expansion at the  
Francom Public Safety Center**

**EXHIBIT B**

**Cost Proposal**

**[Attach Proposal on Firm's Letterhead]**

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX \_\_\_\_\_

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_

CONSULTANT

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

(Signature)

Title: \_\_\_\_\_

(Corporate seal, if required)

Ogden, Utah

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) \_\_\_\_\_

CONSULTANT

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

(Signature)