

# **REQUEST FOR QUALIFICATIONS**

## **General Contractor**

### **Construction Services**

Marshall N. White Center  
Demolition and Rebuild



Marshall N. White  
Community Center  
Demolition and Rebuild

222 28<sup>th</sup> St,  
Ogden, UT 84401

## **REQUEST FOR QUALIFICATIONS**

**Release Date:** **February 9, 2023**

**Location:** 222 28<sup>th</sup> St, Ogden, UT 84401

**Requested Services:** This procurement is to prequalify General Contractors (GC) to provide bids for Construction Services for the Marshall N. White Community Center Demolition and Rebuild Project.

**Request for Qualifications** RFQu documents, including the selection requirements and the selection schedule are available only on the Ogden City Purchasing website:  
[www.ogdencity.com/264/Purchasing](http://www.ogdencity.com/264/Purchasing)

**Statement of Qualifications:** The **deadline** for SOQs is on **March 8, 2023 @ 10:00 AM**

**Send Sealed Submittals to:** **Ogden City Corporation**  
Attn: Purchasing Office  
c/o 1<sup>st</sup> Floor, Information Desk  
2549 Washington Blvd.  
Ogden, UT 84401

Ogden City is requesting Statements of Qualifications (SOQ) from qualified firms licensed in the State of Utah interested in submitting qualifications for general contracting of the Marshall N. White Community Center Demolition and Rebuild.

Under no circumstances shall Contractors or their agents contact Ogden City employees, selection committee members, or Council Members, or externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this Request for Qualifications (RFQu) to the date of execution of the Agreement resulting from this solicitation. Ogden City, in its sole discretion, may disqualify applicants in violation of this paragraph.

Ogden City will make the RFQu available to any interested parties through the Purchasing website <https://www.ogdencity.com/264/Purchasing>. Interested parties are responsible for monitoring the website for information concerning the RFQu and any addenda issued.

SOQs will only be accepted with 10 original qualification reports submitted to Ogden Purchasing, at the address listed. Any SOQ that is received after the due date and time will not be accepted. If it becomes necessary to revise the RFQu in whole or in part, an addendum will be provided to all applicants on record through the Ogden City Purchasing web page. SOQs will not be opened nor reviewed before closing of the prequalification deadline.

Ogden City may select contractors to bid on the project based solely upon the merits of the prequalification, without an oral commentary by the applicant. Considering this possibility, contractors should present their most favorable SOQ. If Ogden City deems necessary, applicants may be selected based on their ability to interview and present to the Selection Committee.

Ogden City is not liable for any costs applicants may incur in the preparation or presentation of their SOQ. Ogden City reserves the right to cancel the RFQu or reject any SOQ that is not responsible, does not meet the minimum mandatory requirements outlined in this RFQu, or has engaged in unethical conduct.

All provisions of the agreement must follow established State and Local laws and ordinances of the State of Utah and its political subdivisions. Additionally, Federal rules and regulations will apply to this contract as explained herein.

We look forward to reviewing your SOQ and to working together with the selected team in the successful and construction of the project.

Ogden City welcomes and encourages submissions from local, small, minority, women owned, Section Three business enterprises, and other disadvantaged business enterprises. Ogden actively outreaches to Minority Business Enterprises and Women Business Enterprises and reserves the right to reopen this RFQu in fulfillment of its policy of promoting opportunities for minority and women owned businesses.

## **1. PROJECT DESCRIPTION**

In 1968, Ogden City opened The Marshall N. White Community Center, and it remains the only community recreation center in Ogden City. The Center has provided the Ogden Community a safe haven for youth, adults, and seniors to recreate since its opening. The center houses a basketball gym, weight room, multiple classrooms, a boxing gym, a locker room/shower area, and a pool. Since the opening of the facility there have been no major renovations. In 2018, a crack was discovered in the Marshall White Pool. Engineers determined that the pool was unsafe to reopen. Ogden city hired VCBO Architects to evaluate the structure of the building and obtain community feedback as to a redesign of the Marshall N. White Community Center. VCBO conducted various open houses and surveyed the community obtaining community feedback as to the future amenities and offerings of the Marshall N. White Community Center. It was determined the best option was demolition of the current structure and rebuild. The Marshall N. White Community Center will be closed during construction.

Ogden City anticipates using a Design, Bid, Build (DBB) delivery procurement method for this Project with pre-approved bidders.

### **General Project Components**

The project consists of, but is not necessarily limited to, the following components:

- Community Pool
- Community Space, Classrooms
- Community Kitchen
- Basketball Courts
- Field House with Synthetic Turf
- Weight Area
- Parking Area with Drop Off
- Landscaping
- Demolition of Current Facility
- Site Work

### **Unidentified or Unknown Risks**

Other unidentified or unknown risks may exist on the subject property. Unidentified or unknown risks, and any mitigation necessary, should be identified, coordinated, and resolved in a timely manner between Ogden City, Design Team, and the General Contractor.

**Contracts:**

*GC Contractual Responsibility* – The GC shall provide construction expertise and contract management and to be contractually responsible for price, schedule, and quality during construction.

*GC Contract* – It is anticipated that Ogden City and the selected GC will enter a contract for the proposed Work on the Project. Award of the Project and approval to enter a Contract with the selected GC may only be approved by Ogden City.

*Insurance and Bonds* – As a contract is awarded and then proceeds, the GC must furnish Ogden City with all appropriate Bonds and Insurance as required by the Contract Documents, including but not limited to, appropriate insurance, Bid Bond(s), Performance Bond(s), Payment Bond(s), etc. Bonds must be for the full value of design phase services and/or construction costs for the scope of work to be completed.

**Ogden City 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 \$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) [If Applicable] 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. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and

## **REQUEST FOR QUALIFICATIONS,**

### **Marshall N. White Community Center Demolition and Rebuild**

**February 2023**

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. 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.

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

Ogden City Corporation  
2549 Washington Blvd.  
Ogden, UT 84401

### **Federal Requirements:**

The project may include federal Davis Bacon wage requirements, compliance with the Buy American Preference, Disadvantaged Business Enterprise, Certification regarding debarment, Fair Labor Standards Act.

Disadvantaged Business Enterprise: The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Ogden City Corporation to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Federal Davis-Bacon wages are applicable for this project. In as much as the Contractor will be held responsible for paying the prevailing wages, it is imperative that all Contractors familiarize themselves with the current wage rates before submitting Bids based on these specifications. All Certified Payrolls must be received with 10 days of the payroll date for each week in which work was performed. For those weeks where no work was performed a No Work Performed (NWP) notice must be received within 10 days of the week ending. Payments will not be made unless all Certified Payrolls or NWP have been received from the Contractor and subcontractors and an Intent to Pay Prevailing Wage has been filed and approved.

A determination as to portions of the project that these requirements apply to will be provided at the next phase.

## 2. ANTICIPATED SCHEDULE

The following is a listing of key anticipated project milestones.

| Milestones and Key Dates for Construction | Date                                   |
|---|--|
| SOQ Release                               | February 10, 2023                      |
| Questions on SOQ Due by:                  | March 1, 2023 @ 10:00AM                |
| Responses to Questions by:                | March 3, 2023 by 10:00 AM              |
| SOQ Due by:                               | March 8, 2023 @ 10:00 AM               |
| Interviews (If necessary):                | The Week of March 13, 2023             |
| Notice to Top-Ranked Firms:               | * <i>After Interviews are Complete</i> |
| Construction Documents Released:          | March 20, 2023                         |
| Pre-Bid Meeting:                          | March 28, 2023 @ 10:00 AM              |
| Questions on Contract Documents Due By:   | April 17, 2023 @ 10:00 AM              |
| Responses to Contract Questions by:       | April 19, 2023 by 10:00 AM             |
| Bid Opening:                              | April 21, 2023 @ 10:00 AM              |

Substantial Completion of Project: December 2024

## 3. QUALIFICATION OUTLINE & MINIMUM REQUIREMENTS

Statements of Qualifications will only be accepted with 10 original qualification reports submitted to Ogden Purchasing, at the address listed. All SOQs must be organized into Sections and labeled accordingly as outlined below. If they are not organized into sections, they may be rejected. Each section must clearly and fully address the subject and be understandable. Failure to do so will negatively impact the evaluation of your submitted SOQ. SOQs shall not exceed fifteen (15) pages, excluding the cover page.

- A. **Cover Letter** – Include in this cover letter a primary contact as well as names and telephone numbers of others who are authorized to represent the company in dealing with this RFQ, an expression of the General Contractors ability and desire to meet the requirements of this RFQ, a statement that the applicant will adhere to all standards and specifications of Ogden City, Weber County, and the State of Utah. Provide a commitment to work closely with Ogden City with respect to permitting, design, and construction management. Any other information not appropriately contained in the statement should also be included. Cover letters cannot exceed two (2) pages.

**B. Firm Background** – Please provide the background of your firm as it relates to the services, construction management, general contracting, and leadership for this expanded facility.

**C. Project Management Approach** – The proposed approach should constitute the major portion of the SOQ and must include the following:

- i. A statement of your understanding of the project and a general description of your proposed approach to project scope.
- ii. Describe your firm's approach to quality control management, managing the overall construction schedule and managing subcontracted work.
- iii. Describe your firm's experience working with the Design Team and Ogden City. Include any experience specific to the DBB delivery method, and experience working with public entities.
- iv. In addition to the specific service proposals specified above, identify, and/or recommend any additional or innovative services provided by you that may be related to or helpful to a comprehensive delivery of the proposed project.

**D. Schedule** – Provide a schedule for the tentative schedule for the construction phase of the work.

- i. A description / work plan of the GC tasks associated with construction of the Anticipated Schedule during the construction phase. The GC may propose an alternative schedule, if desired, with their recommended construction approach.

**E. Team Organization Chart** – Provide an organization chart demonstrating work and communication flows. Provide a statement that project manager, supervisor, and/or principal in charge presented in the organization chart will be the key personnel directing and performing the work. Describe the team's experience on similar projects.

- i. Identify any special knowledge or skills provided by your company that may be related or helpful to the services requested herein.
- ii. Provide a 1-page resume for Key Personnel with experience and expertise of each person. Include in the resumes a brief description of the roles and responsibilities on each project cited. Resumes should be included in the appendices.

**F. Relevant Project Experience:** Please provide a list of 5 similar sized projects (community/recreation centers/indoor aquatic centers) completed in the last 10 years. In addition, please provide for each project the following information:

- i. Initial budget of the project and final cost of the project. If there is a significant difference between the initial budget and the final cost, please explain.
- ii. Initial schedule delivery date and final delivery date. If there is a significant difference in the initial delivery date and the final delivery date, please explain.
- iii. Contractors contact name, phone number, email and address for the person who was responsible for the project to the client.
- iv. Letters of recommendation or awards received for the work completed.
- v. Photographs.

- vi. Please list the members of your proposed company who worked on the project and what their specific role was on the project.
- vii. Any litigation that may have occurred on that project.

G. **References** – The applicant shall submit five (5) references. If possible, these should be of similar Special Service Districts, Cities, or institutions, requiring a similar scope of work (Community Center/ Recreation Center and or Indoor Pool). Provide the name of the District, City, institution or company, phone number, business address and contact person. References must be provided for specific projects where the Project Manager, Project Superintendent and/or Project Estimator / Preconstruction Manager worked in those respective roles.

#### **4. CRITERIA FOR SELECTION**

SOQs will be evaluated and scored by the Ogden City Selection Committee. Failure to adequately represent any of the criteria outlined in the minimum requirements section may result in disqualification.

SOQs will be evaluated in accordance with the criteria presented. The selection committee will evaluate and score SOQs according to the evaluation criteria and as they pertain to the overall needs of Ogden City.

- Project Management Approach: 25%
- Relevant Project Experience: 25%
- Schedule: 15%
- Key Personnel: 25%
- References: 10%

The Selection Committee shall rank submissions based on evaluation of each applicant's SOQ. The committee may recommend an applicant be selected based solely upon the merits of the initial response, without any oral commentary by the applicant. Considering this possibility, GCs should present the most favorable service and approach available. If Ogden City deems necessary, GCs may be selected based on quality and experience to interview and present to the selection committee.

Applicants shall receive full reference points for providing the requested number of references. Submitted references may be called by the selection committee. Points may be deducted if reference responses are not favorable to the applicant.

The selection committee reserves the right to ask for clarification from applicants and their respective SOQ, which must be provided within two (2) days of any such request. Such request will be sent to all applicants via email from Ogden City Purchasing Office / Edd Bridge.

The selection committee will recommend the top scoring applicants to be recommended to bid on the project. The recommendation will be based on the highest scoring responsive and responsible offeror meeting the given minimum requirements spelled out in the RFQ document.

Notice of award shall be made available to the public.

## **5. RFQu QUESTIONS, INQUIRIES, AND CLARIFICATIONS**

All questions shall be submitted through Ogden City Purchasing email [Purchasing@ogdencity.com](mailto:Purchasing@ogdencity.com)

Ogden City's Purchasing Coordinator is the sole source of contact during the process. Information provided by Ogden City personnel shall be considered nonbinding by Ogden City and should not be relied upon by GCs.

Written Questions are encouraged up to the final question deadline, **Tuesday, March 1, 2023, no later than 10:00 AM**. Responses to all questions will be posted by **Wednesday, March 3, 2023** on Ogden City's Purchasing website.

If you discover any significant ambiguity, error, omission, or other alleged deficiency in the RFQu, immediately notify Ogden City's Purchasing Office. If it becomes necessary to clarify or revise any part of this RFQu, addenda will be posted on the Ogden City Purchasing website.

It is the responsibility of GCs to check the Ogden City Purchasing website for any clarifications, addenda, or amendments. All addenda must be acknowledged on the RFQu Signature Page. **Failure to do so may result in proposal rejection.**

## **6. SUBMISSION OF RFQ RESPONSES**

Offerors shall submit a concise and informative SOQ pursuant to all sections in this request. In addition, applicants are encouraged to identify and/or recommend any additional or innovative services and products that may be related to or helpful to a comprehensive design of the project. The Appendix contains information provided to assist applicants with preparation of the SOQ.

### ***DELIVERY INSTRUCTIONS:***

To be considered for selection, a complete response to this RFQu must be submitted. Statements of Qualifications will only be accepted with 10 original qualification reports submitted to Ogden Purchasing, at the address listed. All SOQs must be organized into Sections and labeled accordingly as outlined. If they are not organized into sections, they may be rejected. Each section must clearly and fully address the subject. Failure to do so will negatively impact the evaluation of your submitted SOQ. SOQs shall not exceed fifteen (15) pages, excluding the cover page.

On the outside of the envelope, indicate your firm's name and RFQ title "REQUEST FOR QUALIFICATIONS, General Contractor Construction Services, Marshall N. White Community Center Demolition and Rebuild."

Sealed responses to this RFQu shall be delivered to Ogden City's Purchasing Office at the following address by the submittal deadline **no later than 10:00 a.m., March 8, 2023**.

**Send to:**

**Ogden City Purchasing Office**

c/o 1<sup>st</sup> Floor, Information Desk

**ATTN: REQUEST FOR QUALIFICATIONS, General Contractor Construction Services,  
Marshall N. White Community Center Demolition and Rebuild**

2549 Washington Blvd.

Ogden, UT 84401

Responses will not be opened or evaluated until after closing of the RFQu deadline.

**Late responses will not be accepted and will be returned to the Offeror unopened.**

## **7. PUBLIC DOMAIN**

Offerors are advised that Utah law provides that, upon full execution of a contract subsequent to an RFQu, the contents of the awarded SOQ accepted by Ogden City shall be subject to public disclosure and may become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), UTAH CODE ANN. § 63G-2-101 to 901, et seq.

In rare instances, trade secrets and proprietary information, recognized by Ogden City as such, may be protected from public disclosure if the Offeror submits a document with their RFQu which clearly identifies a part of their SOQ that they claim to be proprietary information, trade secrets, individual or non-individual financial information that may be protected under GRAMA. The document must contain a justification for the claim. SOQs in total will not be considered proprietary. All materials submitted by Offerors in response to the Ogden City RFQu will become the property of Ogden City upon delivery and will be managed in accordance with GRAMA.

## **8. MODIFYING OR WITHDRAWING SOQ**

Applicants may modify or withdraw their SOQ at any time prior to the closing time. Ogden City requests that any desire to retrieve an SOQ for the purpose of withdrawing, or to modify a response, must be submitted in a written request to the Purchasing Agent.

## **9. EEO REQUIREMENTS**

Offerors, by submission of an SOQ, agree to not discriminate against any worker, employee, application subconsultant or any member of the public because of race, color, gender, age, national origin, or disability, or otherwise commit an unfair employment practice. Offeror further agrees to comply with all Federal, State, and Local equal employment opportunity requirements.

## **10. ADDITIONAL INFORMATION**

Upon receipt, the SOQ will become the property of Ogden City, without compensation to the responding firms and will not be returned. SOQs are subject to the Freedom of Information Act.

Ogden City reserves its rights to:

1. Reject any, or all, SOQs that are considered not responsive; or that do not meet the minimum requirements or evaluation criteria.
  - a. If an SOQ is rejected, Ogden City will make a written finding stating the reason for rejection and provide a copy of the written finding to the offeror whose SOQ is rejected.
2. Waive or modify any irregularities in the SOQs.
3. Use any ideas submitted in the SOQs received, unless covered by legal patent or proprietary rights. Such patents and rights shall be properly addressed as such in the SOQ.

## **11. APPENDIX A**

Current Site Renderings