



**OGDEN CITY CORPORATION
INVITATION TO BID**

2300 Quincy Ave- Sycamore Cove

Perimeter Fencing

Prepared by Sean Mathis
Ogden City Community Development

2/1/2024

OGDEN CITY CORPORATION

INVITATION TO BID

ADVERTISEMENT

2300 Quincy Ave- Sycamore Cove

Perimeter Fencing

Ogden City Corporation is accepting sealed bids from Contractors interested in providing **perimeter chain link fencing for a new infill residential subdivision located at 2300 Quincy Ave. Ogden, Utah.**

Proposal forms, plans, specifications may be downloaded from the Ogden City Website:

<https://ogdencity.com/264/Purchasing>.

Bidders are responsible for securing any and all addenda issued.

Licensed contractors submitting bids must be able to comply with the applicable insurance and bonding requirements.

A pre-bid meeting will be held **Wednesday, February 14, 2024, at 9:00am**. The meeting will be held at 2349 Quincy Ave, Ogden UT. Please allow at least 30 minutes for the pre-bid meeting. All contractors are **ENCOURAGED** to attend to obtain relevant information regarding the project.

Sealed bids for furnishing all materials, labor, tools, and equipment necessary to complete said work must be submitted on forms prepared by Ogden City and are to be submitted to the Purchasing Office, c/o 2nd Floor Information / Constable Desk at 2549 Washington Blvd., Ogden UT, by **Wednesday February 21, 2024, no later than 3 pm**. At which time they will be opened and read aloud in the 7th floor conference room of the same address. **LATE BIDS WILL NOT BE ACCEPTED.**

Ogden City reserves the right to accept or reject any proposal that best serves the interests of Ogden City. Ogden City welcomes and encourages proposals from locally owned, minority-owned, or women-owned brokers or business enterprises.

AD PUBLISHED: February 03 & 10, 2024

OGDEN CITY CORPORATION
INVITATION TO BID
2300 Quincy Ave- Sycamore Cove
Perimeter Fencing

I. SCOPE OF WORK

Contractor will be responsible for furnishing and installing the equipment, facilities, services and appurtenances thereto as included in the Contract Documents. The work generally includes, but is not limited to, the following: provide materials and labor to install development Perimeter Fencing located at 2300 Quincy Ave, (Sycamore Cove) Ogden, Utah.

Contractor will be responsible for:

- Review of construction or specification documents prior to submitting a bid.
- Attend the pre-bid meeting to obtain relevant information (ENCOURAGED).
- Competitively bidding required work, negotiating and contracting with subcontractors to accomplish the work, as applicable.
- Completing the Project on time and within budget per the plans and specifications.

THE ATTACHED DOCUMENTS ARE COPYRIGHT PROTECTED AND ARE THE PROPERTY OF OGDEN CITY AND MAY NOT BE REPRODUCED FOR ANY OTHER PROJECT UNLESS WRITTEN AUTHORIZATION IS OBTAINED.

PROJECT MANAGER:

Sean Mathis

Ogden City Community Development

Desk: 801-629-8935

II. 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 – Contractor Information Sheet
2. Exhibit C – Bid Form

III. BID REVIEW AND ASSESSMENT

Bids will be reviewed based on the requirements indicated in Section II. 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 Contractor 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.

Section 3 Clause

IV. SECTION 3

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment

and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the

regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(Added section) G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

V. INSURANCE REQUIREMENTS

The awarded Contractor 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 \$3,000,000 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 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 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.

Contractor's Obligation to Verify Employment Status: Contractor shall register and participate in the Status Verification System and comply with Utah Code Ann. Section 63G-11-103 of the Utah Identity Document and Verification Act.

VI. BONDING REQUIREMENTS

- a) Not Applicable

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 Invitation to Bid. 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 bid.
- 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 - 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) Ogden 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.
- k) Ogden City reserves the right to reject any irregular submission and reserves the right to waive any irregularity in submissions.
- l) Ogden City encourages and welcomes bids from small, local, women and minority owned businesses and other disadvantaged business enterprises.

VIII. GOVERNING INSTRUCTIONS

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

IX. PREBID MEETING

A pre-bid meeting will be held on **Wednesday, February 14, 2024 at 9:00 am. We will meet at the 1127 23rd St, Ogden, UT.** Please allow at least one (1) hour for the pre-bid meeting. All contractors intending to submit a bid are **ENCOURAGED** to attend to obtain relevant information concerning the project.

X. SUBMITTAL & BID OPENING

A. Submittal: February 21, 2024, No later than 3 PM; firms shall submit two (2) copies of all documents required in one sealed envelope addressed to Ogden City's Purchasing Office.

Refer to Bid Content section for the required documents. On the envelope, indicate your firm's name and the ITB Name.

Submit Bid To:

Ogden City Corporation
c/o 2nd Floor Information Desk
ATTN: Purchasing Office
"Perimeter Fencing at Sycamore Cove Development"
2549 Washington Blvd.
Ogden, UT 84401

LATE BIDS WILL NOT BE ACCEPTED.

If the sealed bid is submitted by mail or other delivery service, it must be received prior to the submission deadline.

The bid may also be hand-carried to the 2nd Floor Information / Constable Desk at the same address.

No facsimile or email transmittals will be accepted.

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. City offices are closed on holidays.

Once submitted, all bids, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror. These are considered public records unless protected within [Utah Code 63G-2-1](#).

B. Bid Opening: Shortly after the deadline, bids will be opened and read aloud at the 7th Floor Conference Room located at the same address.

XI. CONTACT INFORMATION

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 February 16, 2024**.

Please check the City's Purchasing webpage for any published Q&A or Addenda 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
“Site Plan”

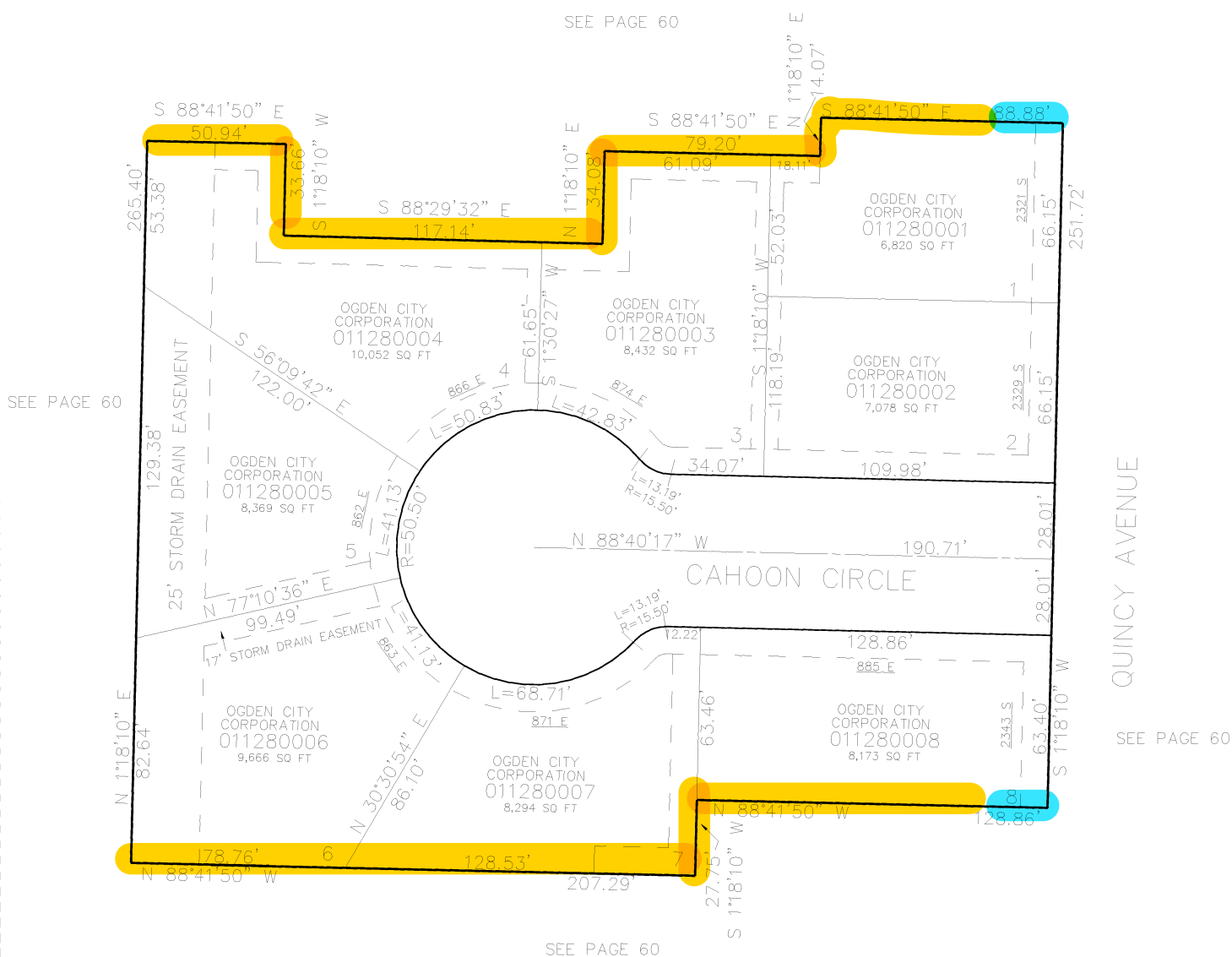
IN OGDEN CITY

TAXING UNIT: 25

SCALE 1" = 30'

Yellow= Provide and install 6' high chain link fencing with almond privacy slats.

Blue= Leave approximately 38lf. of existing 3' high chain link fencing.



10' UTILITY & DRAINAGE EASEMENTS EACH
SIDE OF PROPERTY LINES AS INDICATED
BY DASHED LINES EXCEPT AS OTHERWISE
SHOWN.

FOR COMPLETE SURVEY DATA SEE
ORIGINAL DEDICATION PLAT IN
BOOK 93, PAGE 55 OF RECORDS.

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 for evidence of insurability.

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 Construction Documents Set & Specification titled “**2300 Quincy Ave / Sycamore Cove Perimeter Fencing.**”

For all the work described in the Invitation to Bid and shown on drawings and specification, I/we agree to perform for the total sum below to include required Insurances. **Attach a line-item breakdown on company letterhead.**

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

_____Dollars

\$_____

This bid shall remain in effect for 60 days after bid-opening.

Respectfully submitted,

Seal (If a corporation)

Name of Bidder

Address

Authorized Signature