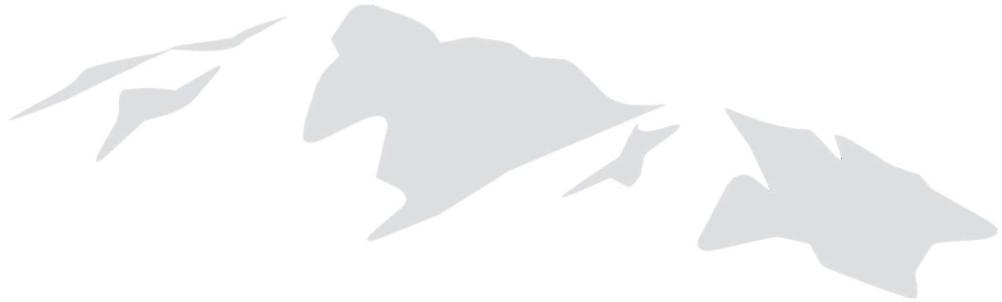




OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL

Defensive Tactics, Physical Fitness and Nutrition Contractor



Prepared by Deputy Chief Jake Sube

Ogden City Police Department

June 12, 2024

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Defensive Tactics, Physical Fitness and Nutrition Contractor

ADVERTISEMENT

Ogden City is requesting sealed proposals from qualified offerors capable of providing comprehensive training in Gracie Survival Tactics and Ground Fighting to our department, along with serving as a Fitness and Nutrition Consultant, specifically tailored to our sworn personnel's needs.

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 2nd Floor Information / Constable Desk, 2549 Washington Blvd, Ogden, UT, 84401 by **July 3, 2024, 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: June 15 & 22, 2024.

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Defensive Tactics, Physical Fitness and Nutrition Contractor

I. INTRODUCTION

The Ogden City Police Department recognizes the importance of maintaining a high level of physical fitness and proficiency in defensive tactics among its personnel. In line with this commitment to excellence, the department is issuing this Request for Proposal (RFP) to procure the services of a defensive tactics, physical fitness, and nutrition contractor. This contractor will play a pivotal role in enhancing the capabilities and overall well-being of our officers by providing specialized training in defensive tactics, with a focus on the renowned Gracie Ground Tactics and Survival for Police curriculum. Additionally, the contractor will offer fitness assessments tailored to our department's specific requirements, particularly targeting those individuals who may be struggling to meet mandatory fitness standards. Coupled with these assessments will be expert nutrition advice and recommendations, ensuring that our officers have the knowledge and support necessary to maintain the required physical condition. Through this RFP, the Ogden City Police Department aims to prioritize the safety, effectiveness, and health of its personnel.

Goals/Objectives

Ogden City strives to maintain:

- A. Continuity of Defensive Tactics Training:** Maintain and enhance the current curriculum of defensive tactics to ensure seamless continuity in training protocols for all department personnel.
- B. Physical Fitness Support for Sworn Personnel:** Provide comprehensive assistance and resources to sworn personnel, particularly those encountering challenges in meeting the department's fitness standards.

- C. **Nutrition Guidance for Holistic Health:** Offer expert guidance and recommendations on nutrition to promote the overall health and well-being of employees, thereby facilitating their ability to maintain the requisite fitness standard.
- D. **Integration of Fitness and Nutrition for Optimal Performance:** Integrate fitness and nutrition components to create a holistic approach aimed at empowering employees to achieve and sustain required physical fitness levels, consequently enhancing their effectiveness and readiness in fulfilling departmental responsibilities.

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 the 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. **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.
- 3. **Narrative** related to following evaluation criteria / Refer to Section IV for details.
 - a. Experience and Qualifications
 - b. Ability to Meet Schedule Requirements
 - c. Fitness Assessment and Support Services
 - d. Nutrition Guidance and Recommendations
- 4. **Cost Proposal** - A detailed breakdown of the proposed costs. Include a price guarantee period.
- 5. **References** – Provide a list of at least three references; include contract dates, scope, summary of work performed, and contact information.

B. Proposals are to be no longer than 15 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 a loose leaf with a 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 maximum of 5 points is awarded in each category for a total of a maximum of 30 points.

1. **Experience and Qualifications:** Evaluate the contractor's proficiency in delivering defensive tactics training, physical fitness programs, and nutrition consulting services, considering their years of experience, pertinent certifications, and proven competence in Gracie Survival Tactics and Ground Fighting for Police. Additionally, ensure that the selected contractor possesses academic qualifications

in fitness or health with a robust emphasis on fitness or exercise physiology, coupled with educational expertise in nutrition. 0-5 points

2. **Ability to Meet Schedule Requirements:** Contractor's capacity to adhere to the training schedule set by the police department, coupled with their flexibility in assisting employees who need fitness and/or nutrition assistance. 0-5 points
3. **Fitness Assessment and Support Services:** Review the contractor's plan for conducting fitness assessments and providing tailored support services to personnel struggling to meet departmental fitness standards. Evaluate the effectiveness of proposed interventions and strategies for improving fitness levels. 0-5 points
4. **Nutrition Guidance and Recommendations:** Examine the contractor's approach to providing nutrition guidance and recommendations, considering factors such as individualized meal planning, dietary counseling, and strategies for promoting healthy eating habits among personnel. 0-5 points
5. **Cost and Budget Considerations:** Evaluate the cost-effectiveness of the contractor's proposal, considering factors such as pricing structure, value for money, and adherence to budgetary constraints. 0-5 points
6. **References:** Confidence in provided references to gauge reliability, professionalism, and the ability to deliver results. 0-5 points

The selection committee will 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 do not conform 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. Ogden City reserves the right to disqualify a proposal due to any late response, no response or missed deadline.

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 July 3, 2024, 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.

LATE PROPOSALS WILL NOT BE ACCEPTED.

Submit to:

Ogden City Corporation
c/o 2nd Floor Information / Constable Desk
ATTN: Purchasing Office
Defensive Tactics, Physical Fitness and Nutrition Contractor
2549 Washington Blvd.
Ogden, UT 84401

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 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 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:

1. **General Liability:** Minimum of \$3,000,000 commercial general liability coverage 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.
2. **Business Automobile Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
3. **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:

1. “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”.
2. “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:

1. “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.

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

Ogden City Corporation
2549 Washington Blvd., Ste 510
Ogden, UT 84401

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 Recorders Office at the time of bid submission. The form can be accessed through the Recorder's webpage at: [https://prod.ogdenut.mycusthelp.com/WEBAPP/_rs/\(S\(suopfgrvelrynrwqydhpu0\)\)/suporthome.aspx?SessionID=16221821990UTUCQERTHPDHVQEOIMKDOOMQJPTOE&lp=2](https://prod.ogdenut.mycusthelp.com/WEBAPP/_rs/(S(suopfgrvelrynrwqydhpu0))/suporthome.aspx?SessionID=16221821990UTUCQERTHPDHVQEOIMKDOOMQJPTOE&lp=2)

VIII. ADDITIONAL INFORMATION

Price Guarantee: If applicable, 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
c/o Diana Teran – Ogden City Police Department
2186 Lincoln Ave.
Ogden, Utah 84401

Or;

Email invoices to: dianateran@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 | June 12, 2024 |
| 1 st Ad – Standard Examiner | June 15, 2024 |
| 2 nd Ad - Standard Examiner | June 22, 2024 |
| Last day for Q&A | June 25, 2024; No later than 3 PM |
| RFP Response Deadline | July 3, 2024; 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 June 25, 2024.

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

The Ogden City Police Department (OPD) is soliciting proposals from qualified contractors to provide comprehensive Defensive Tactics, Physical Fitness, and Nutrition services. The selected contractor will be responsible for delivering training in Gracie Survival Tactics and Ground Fighting, conducting fitness assessments, and offering nutrition consultations tailored to the needs of OPD's sworn personnel.

Overview:

The selected contractor will play a crucial role in enhancing the overall readiness and well-being of OPD personnel. The objective is to ensure that officers receive top-notch training in defensive tactics, maintain department fitness standards, and receive guidance on nutrition to ensure successful completion of department physical fitness requirements.

Timeline for the Completion of Work:

The contract period shall be July 1, 2024, through June 30, 2027 (with the option of two one-year extensions).

Price Guarantee:

The selected contractor must guarantee that pricing for the services rendered will remain unchanged for one year. This price guarantee ensures stability and predictability in budget planning for OPD while maintaining the quality and consistency of the services provided. 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. Any increase must be mutually agreed upon by both parties by executing a contract amendment.

Critical Components:

The Scope of Work encompasses the following critical components:

1. Defensive Tactics Training:

- Deliver training sessions in Gracie Survival Tactics and Ground Fighting to OPD personnel.
- Ensure the continuity of our current defensive tactics training and adhere to the department's yearly training schedule.

2. Physical Fitness Assessments and Support:

- Conduct fitness assessments for all sworn personnel who request assistance and, more specifically, those who may be struggling to meet department-required standards.
- Provide personalized fitness support and training programs to help personnel improve their fitness levels with an emphasis on those struggling to meet department standards.
- Physical fitness assessments are conducted on an as-needed basis.

3. Nutrition Guidance and Recommendations:

- Offer nutrition consultations and guidance to sworn personnel who request assistance and, more specifically, those who may be struggling to meet department physical fitness standards.
- Nutritional assessments are conducted on an as-needed basis.

4. Defensive Tactics Sessions

- Offer in-person instruction and guidance during weekly defensive tactics training sessions, providing officers with the opportunity to voluntarily engage on an as-needed basis. These sessions aim to enhance officers' fitness levels while refining their defensive tactics proficiency.

Stipulated Requirements:

Our stipulated requirement is that services must be conducted in person. We firmly believe that in-person training, assessments, and consultations are essential for providing effective support and personalized assistance to our personnel.

Description of Services to be Performed:

The contractor shall perform the following services:

1. Defensive Tactics Training:

- Deliver two (2) training sessions annually in Gracie Survival Tactics and Ground Fighting.

2. Physical Fitness Assessments and Support:

- As-needed - Deliver physical fitness assessments as needed throughout the year.
- As-needed - Develop personalized fitness plans for personnel requiring assistance in meeting fitness standards.

3. Nutrition Guidance and Recommendations:

- As-needed - Deliver nutritional guidance as needed throughout the year.
- As-needed - Provide nutrition consultations and develop customized nutrition plans for personnel requiring assistance.

4. Defensive Tactics Sessions

- Attend defensive tactics sessions weekly to provide guidance and instruction.

Procedures to be Followed:

1. Compliance with Standards:

- The contractor must adhere to all relevant industry standards and best practices in delivering defensive tactics, physical fitness, and nutrition services.

2. Documentation and Reporting:

- Maintain records of all training sessions, fitness assessments, and nutrition consultations conducted.
- Provide as-needed reports to OPD administration detailing the progress and outcomes of training, assessments, and consultations.
- Work with OPDs Training Bureau to ensure documentation and compliance with policy, standards, and POST mandates.

3. Continuous Improvement:

- Demonstrate a commitment to continuous improvement by incorporating feedback from OPD personnel and implementing enhancements to training programs, fitness assessments, and nutrition services as needed.