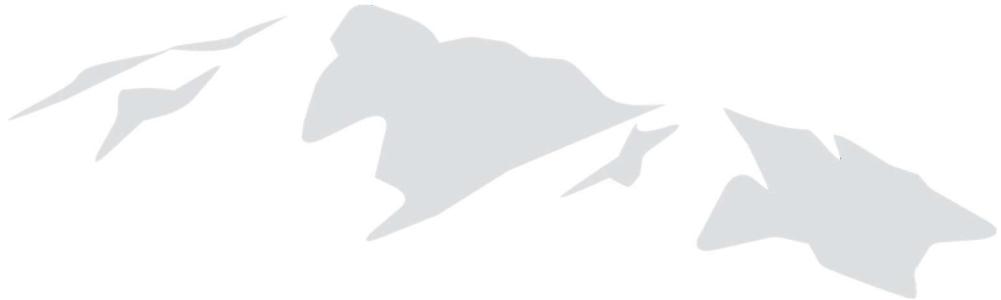




OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Playground Sports Netting at 4th Street Ball Field



Prepared by

Edd Bridge

Recreation Division

11/7/2024

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Playground Sports Netting at 4th Street Ball Field

ADVERTISEMENT

Ogden City is requesting sealed proposals from qualified Proposers for the purchase and installation of a durable, UV-protected sports netting system at the 4th Street Ball Field playground. Key specifications include:

The selected contractor will design, engineer, and install the netting, adhering to all safety and regulatory standards. A project timeline and comprehensive cost breakdown are required in the proposal.

Federal funds will be used in this purchase. Proposers must comply with mandatory applicable federal law and regulations.

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.

A **mandatory pre-proposal meeting** will be held on November 19, 2024, at 9 AM at the 4th Street Ballpark, 504 Wall Ave, Ogden. All firms intending to submit a proposal are **REQUIRED** to attend the meeting to obtain relevant information.

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 **December 3, 2024, no later than 11 AM. LATE PROPOSALS WILL NOT BE ACCEPTED.**

Ogden 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/proposals from small, local, women and minority owned businesses and other disadvantaged business enterprises.

Ad Published: November 9 &16, 2024

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Playground Sports Netting at 4th Street Ball Field

I. INTRODUCTION

Ogden City seeks proposals for the purchase and installation of a UV-protected sports netting system over the playground at 4th Street Ball Field, designed to enhance safety. The netting will provide a safe environment by blocking stray balls. The project requires engineered netting and post installations with stamped drawings to ensure compliance with wind and snow load standards.

- Netting Requirements:** The netting must be BSSNUC Ultra Cross Knotless Dyneema® UHMWPE with a minimum height of 20 feet, ensuring high visibility, UV protection, and durability with specific strength and elongation standards.
- Structural and Engineering Requirements:** The netting system must be supported by posts core-drilled into cast-in-place concrete. Stamped engineered drawings are required, detailing compliance with local wind and snow load standards.

II. SCOPE OF WORK or SPECIFICATIONS – Refer to Exhibit A

III. MANDATORY MEETING

A **mandatory pre-proposal meeting** will be held on November 19, 2024, at 9 AM at the 4th Street Ballpark, 504 Wall Ave, Ogden. All firms intending to submit a proposal are **REQUIRED** to attend the meeting to obtain relevant information.

Please allow at least one (1) hour for the pre-proposal meeting and site visit.

IV. RESPONSE TO RFP

Ogden City is seeking proposals from providers capable of providing all the work described in the Scope of Work including attachments.

A. Each **Proposal** must include, as a **minimum**, the following information:

1. Authorized Representative – Indicate name, address, email and telephone number of the company submitting the proposal.
 - a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
2. 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.
3. Team Information – Provide the names of any outside consultants and/or subcontractors to be utilized, including contact information and a brief description of their role(s) in the project.
4. Design of the netting system to protect people on and around the playground.
Please provide a drawing of the post design netting system. A stamped drawing is not needed as part of the proposal.
5. Cost Proposal - A detailed breakdown of the proposed costs and timeframes to complete the project. Include a price guarantee period.
6. Evidence of Insurability - Certificate of Insurance; Refer to Ogden City's insurance requirements.

B. References – Provide list of at least three references; include project dates, scope, summary of work performed, and contact information.

C. Page Limit - Proposals are to be no longer than 20 pages. Double-sided pages count as two pages.

D. 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

E. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

V. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below:

A. Design	40 Possible Points
B. Capability and experience	30 Possible Points
C. Cost / fee proposal	30 Possible Points
D. Completion Time, March 1, 2025	Pass/ Fail

A total of 100 possible points may be awarded to one proposal.

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each Proposer bears sole responsibility for the items included or not included in the response submitted by that Proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP. 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 Proposer will be extended any specific amount of work.

VI. SUBMISSION OF PROPOSALS

By December 3, 2024, No later than 11 AM; Proposers shall submit five (5) copies of the proposal in a sealed envelope.

On the envelope, indicate your company's name and the RFP name.

Submit to:

Ogden City Corporation
c/o 2nd Floor Information / Constable Desk
ATTN: Purchasing Office
"Playground Sports Netting Installation at 4th Street Ball Field"
2549 Washington Blvd.
Ogden, UT 84401

LATE PROPOSALS WILL NOT BE ACCEPTED.

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

The sealed 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 the weekends and observed holidays.

VII. 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. **Commercial General Liability:** Minimum of \$3,000,000 commercial general aggregate 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 Ogden 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.
Suite 510
Ogden, UT 84401

VIII. BONDING REQUIREMENTS

Submission of a Bid constitutes a promise that the Bidder will enter the Contract Documents in the form presented in the Contract Documents. Bidders should carefully examine all Contract Documents, including the required Bonds and insurance to be provided by the Bidder.

A. BID SECURITY

- a. Amount of Bid Security: A Bid Security must accompany each Bid. The total amount of the Bid on which Bid security is to be based shall be the sum of all items of the Bid constituting the maximum amount of the possible award to the Bidder. The Bond amount must equal at least five (5) percent of the total amount of the Bid. The Bid Security may only be in the form an AIA Bid Bond. No other form of Bid Security will be accepted.

- b. Bid Bond: The Bond shall accompany and be attached to the Bid and shall be issued by a surety company authorized to do business in the State of Utah. The Bond shall guarantee that the Bidder, if awarded the work, will promptly enter into the Construction Contract to perform the work in the manner required by the Contract Documents.
- c. Return of Bid Security: Owner will return Bid security to Contractor within seven (7) days after receipt of the Construction Contract by Ogden City Purchasing Division. Bid Bonds of the lowest three Bidders will be held until the Construction Contract is awarded and a signed copy received by Ogden City Purchasing Office or all bids have been rejected. All other bid securities shall be returned following the bid opening.
- d. Default: In the event of failure or refusal of the Bidder to enter into the Construction Contract and the delivery to the Owner a Performance Bond, Payment Bond and any other Bonds or documents required by the Contract Documents after Notice of Intent to Award by the Owner, the Bidder forfeits the sum of the Bid Bond or cashier's check as liquidated damages to the Owner.

B. CONTRACT SECURITY – PAYMENT, PERFORMANCE, AND OTHER BONDS

- a. Prior to OWNER executing the Agreement, CONTRACTOR shall file with the OWNER a good and sufficient performance Bond and a payment Bond, each in the sum of not less than 100 percent of the Contract Price.
- b. The Bonds shall be executed by the CONTRACTOR and secured by a company duly and regularly authorized to do a general surety business in the State of Utah and named in the current list of Companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in current Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury

Department, with an underwriting limitation equal to or greater than the Contract Price which the Bond guarantees or with a current "A-" rating or better in A.M. Best Co., Inc.'s, Best Insurance Reports, Property and Casualty Edition.

- c. Said Bonds shall guarantee the faithful performance of the Construction Contract by the CONTRACTOR and payment of labor and materials. They shall inure by their terms to the benefit of the OWNER. Neither this nor any other provision requiring a performance Bond shall be construed to create any rights in any third-party Claimant as against the OWNER for performance of the Work under the Construction Contract.
- d. If the surety on any Bond furnished by CONTRACTOR is subject to any proceeding under the Bankruptcy Code (Title 11, United States Code) or becomes insolvent or its right to do business is terminated in the State of Utah or it ceases to meet the requirements of this Article, CONTRACTOR shall, within 15 days thereafter, substitute another Bond and surety, both of which must be acceptable to OWNER.

IX. 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 the information submitted, and to request additional information from any Proposer.
- E. Ogden City will make every effort to ensure all Proposers 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 Proposer. Ogden City assumes no liability for any costs incurred by Proposers 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 Proposer.
- 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 Proposer guarantees the proposal is not a product of collusion with any other Proposer and no effort has been made to fix the proposal price or any Proposer 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 Proposer wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Recorders Office at the time of submittal.

The form can be accessed through the Recorder's webpage at:

https://www.ogdencity.com/DocumentCenter/View/19762/May-2021-Business-Confidentiality-Claim_revised

X. ADDITIONAL INFORMATION

Federal funds will be used in this purchase. Proposers must comply with mandatory applicable federal law and regulations.

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.

The 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 Recreation
1875 Monroe Blvd
Ogden, Utah 84401

Or;

Email invoices to: eddbridge@ogdencity.com

XI. GOVERNING INSTRUCTIONS

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

XII. 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	November 7, 2024
1 st Ad – Standard Examiner	November 9, 2024
2 nd Ad - Standard Examiner	November 16, 2024
In-Person Pre-Proposal Meeting	November 19, 2024
Last day for Q&A	November 22, 2024; No later than 3 PM
RFP Response Deadline	December 3, 2024; No later than 11 AM
Committee Review and Selection process	To Be Determined
Contract Start Date	To Be Determined

XIII. 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 November 22, 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 / SPECIFICATIONS

The selected contractor will be responsible for:

1. Design and Engineering

- Preparation and submission of stamped engineered drawings that detail all specifications, including compliance with regional wind and snow load requirements.
- Drawings must illustrate post foundation and netting installation methods for optimal durability and safety.

2. Installation

- Installation of the netting system to meet outlined specifications.
- Core-drilled installation of posts into concrete with verified depth and structural integrity for playground safety.
- All work to meet industry standards and local regulations, including securing all necessary permits.

3. Project Timeline

- Proposals should include an anticipated timeline from project commencement to completion.
- Ogden needs this project to be completed by February 24, 2025 as the recreation department runs baseball games at 4th Street Ball Field that start first week in March.

4. Include price guarantee and other pricing considerations

Netting Specifications

The netting to be installed must meet the following specifications or comparable:

- **Specifications:**
 - Length, height, and configuration per playground dimensions.

- Ultra Cross Knotless netting made with Dyneema® Ultra-High Molecular Weight Polyethylene (UHMWPE), SK-75 Black Fiber construction.
- 4-ply, 1.2 mm (0.0472") diameter twine.
- 95% open mesh area for see-through visibility.
- Minimum breaking strength of 58,445 psi.
- Maximum elongation at break of 30%.
- 1-3/4" (44 mm) square mesh size with a weight of 0.009 lbs. per square foot.
- 4-strand, braided, continuous monofilament Dyneema® fiber construction.
- Black multi-filament polypropylene solid braid Derby rope sewn binding on perimeter edges with 1/4" diameter and 530 lb. minimum breaking strength.
- Urethane black bonded finish.
- High resistance to UV light degradation, chemicals, and water absorption.

Structural Requirements

- Netting system must reach a minimum height of 20 feet above the playground.
- Structural posts must be core drilled and secured into a cast-in-place concrete foundation.
- Stamped engineered drawings required to verify wind and snow load compliance specific to the local climate and playground structure.