



OGDEN CITY CORPORATION

INVITATION TO BID

Francom Public Safety Center HVAC Upgrades



Prepared by Monica Kapp

Management Services Department, Facilities Division

4-10-2025

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Francom Public Safety Center HVAC Upgrades

ADVERTISEMENT

Ogden City is accepting sealed bids from Contractors interested in installing upgrades to the HVAC System at the Francom Public Safety Center. All work must meet current industry standards and all applicable federal, state and local rules and regulations.

Bid information packets may be downloaded from the Ogden City Website located <https://www.ogdencity.gov/1166/Purchasing>.

Bidders are responsible for securing any and all addenda issued.

A **mandatory pre-bid meeting** will be held on **April 17, 2025 at 3 PM**. We will meet at the **Francom Public Safety Center** at 2186 Lincoln Ave, Ogden UT 84401. Please allow at least one (1) hour for the pre-bid meeting. All contractors intending to submit a bid are **REQUIRED** to attend to obtain relevant information concerning the project.

Licensed contractors submitting bids must be able to comply with insurance and bonding requirements and have experience with HVAC systems installations and modifications as per the approved plans designed by VBFA.

Sealed bids shall be submitted to the Purchasing Office, c/o the 2nd Floor Information / Constable Desk, 2549 Washington Blvd. Ogden, UT by **May 1, 2025, no later than 10:30 AM**. At which time, bids will be opened and read aloud at the 7th Floor Conference room of the same address. **LATE BIDS WILL NOT BE ACCEPTED.**

The Owner reserves the right to accept or reject any bids that best serve its convenience and/or is found to be in the best interest of the City.

Ad Published: April 12, 2025

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I. SCOPE OF WORK

The contractor will be responsible for the installation of upgraded high efficiency HVAC System components in the Francom Public Safety Center. Scope of Work can be found in Exhibit “A” in this document. The contractor will be responsible for:

- Reviewing construction or specification documents prior to submitting a bid.
- Attending the mandatory pre-bid meeting to obtain relevant information.
- Competitively bidding required work, negotiating and contracting with subcontractors to accomplish the work, as applicable.
- Meeting federal requirements (as applicable) for federally funded projects/contracts.
- Completing the Project on time and within budget per the plans and specifications.

Proposed Start Date: **06-01-2025**

Proposed Finish Date: **10-01-2025**

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

PROJECT MANAGER:

Contact: Monica Kapp, Director
Ogden City Fleet & Facilities Division

Desk: (801) 629-8364

Email: Monicakapp@ogdencity.gov

II. BID CONTENT

Ogden City will accept bids from qualified contractors that can provide all 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 - Completed Contractor Information Sheet
2. Exhibit C - Completed Bid Form
3. Exhibit D – Signed Addenda Acknowledgement, if applicable
4. Bid Security (Original)
5. Copy of State of Utah Contractors License for HVAC Installation Services

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.

IV. 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:

1. **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.
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. The 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 affecting 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 coverage 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 the Contractor may be held responsible for payments of damages to persons or property resulting from the activities of the 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

V. 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 Bond is the only acceptable bid security, at this time. 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. The AIA Bid Bond Form A310-2010 is the only acceptable form.
- 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 (3) 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 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 one hundred (100) percent of the Contract Price.
- b) The Bonds shall be executed by the CONTRACTOR and secured by a company. A 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. The AIA Performance and Payment Bond Form A312-2010 is the only acceptable form.
- 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.

VI. 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 thirty (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.
 - i. 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.
- 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 Bids – All costs related to the preparation of bids 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. Bid Ownership - Once submitted, all bids, 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 bid is not a product of collusion with any other offeror and no effort has been made to fix the bid price or any offeror or to fix any overhead, profit of cost estimate of any bid 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.

VII. GOVERNING INSTRUCTIONS

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

VIII. PREBID MEETING

A **mandatory pre-bid meeting** will be held on **April 17, 2025 at 3 PM**. We will meet at the **Francom Public Safety Center** at 2186 Lincoln Ave, Ogden UT 84401. Please allow at least one (1) hour for the pre-bid meeting. All contractors intending to submit a bid are **REQUIRED** to attend to obtain relevant information concerning the project.

IX. SUBMITTAL & BID OPENING

A. Submittal: By May 1, 2025; No later than 10:30 AM; firms shall submit two (2) copies of all documents required in one sealed envelope addressed to Ogden City's Purchasing Office.

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

Submit Bid To:

Ogden City Corporation
c/o 2nd Floor Information / Constable Desk
ATTN: Purchasing Office

“Francom Public Safety Center HVAC Upgrades”

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 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.

Bids must be sealed and submitted in a timely manner. It is the sole responsibility of those responding to this ITB 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.

Once submitted, all bids, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the bidder. 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.

X. CONTACT INFORMATION

For any questions related to this ITB, please contact the Ogden City Purchasing Office via email purchasing@ogdencity.gov or at (801) 629-8742.

The question-and-answer period ends at 3 PM on April 24, 2025.

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.gov/264/Purchasing>

Thank you for your interest in doing business with Ogden City!

EXHIBIT A

SCOPE OF WORK

See Attached VBFA Plan Documents

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 _____

C. Who in your organization is authorized to sign legal documents, pick up checks and sign bids:

Name: _____ Title: _____

D. 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 Francom Public Safety Center HVAC Upgrades.

For all the work described in the Invitation to Bid and shown on drawings and specifications, I/we agree to perform for the total sum below to include 100% Performance Bond, and Material & Payment Bond, and other 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 specifications provided, do hereby propose:

_____ Dollars

\$ _____

Include with this document:

_____ 5% **Original** Bid Security

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

Respectfully submitted,

Seal (If a corporation)

Name of Bidder

Address

Authorized Signature

EXHIBIT D
ADDENDA ACKNOWLEDGEMENT

TO THE MAYOR OF OGDEN CITY, UTAH

Dear Sir:

The undersigned is familiar with the local conditions affecting the cost of the work at the place where the work is to be done, has carefully examined the specifications and other contract documents, and has examined the locations of the proposed work.

The undersigned hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all required labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in connection with the plans and specifications and other contract documents, at the following bid prices for the several bid items of work named.

Receipt of the following addenda is hereby acknowledged:

1.(Date) _____

2.(Date) _____

Name of Bidder

Authorized Signature