



REQUEST FOR PROPOSAL - COMMERCIAL GENERAL CONSTRUCTION CONTRACTOR, ELECTRICAL CONTRACTOR AND PLUMBING CONTRACTOR SERVICES



10/10/2025

Contractor Services Agreement

Ogden City Corporation is accepting sealed Proposals from General Construction Contractors interested in providing commercial construction, electrical and/or plumbing services for various municipal facilities projects.

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OGDEN CITY CORPORATION

I. INTRODUCTION

Ogden City Corporation is accepting sealed Proposals from General Construction Contractors interested in providing Commercial General Construction, Electrical and Plumbing services for various municipal facilities projects. Ogden City has an ongoing need for Commercial General Construction, Electrical and Plumbing services for future projects including but not limited to the following areas of expertise:

General Building Alteration, Repair and Replacement

- Carpentry
- Door and door hardware
- Cabinetry and Surfaces
- Envelope/windows and Roofing
- Framing and masonry
- Minor Constructability review and costing

Electrical Repair and Replacement

- Service, Panels and distribution
- Emergency and Standby Systems
- Branch Circuits, Outlets, Fixtures, and Fixture Controls, including lighting control systems
- Conduit and Cabling

Plumbing Repair and Replacement

- Water service, piping distribution and fixtures
- Pumps, Valves, Controls
- Irrigation

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Each subsection counts as a category of experience. Applicants may submit based on experience in a subcategory.

For this reason, Ogden City is inviting sealed General Construction Contractors, Electrical Contractors and Plumbing Contractors interested in being considered for inclusion in a pre-qualified pool of service providers for future municipal projects. Firms will be evaluated based on their qualifications, expertise, and alignment with the City's needs.

Upon evaluation of Proposals, firms achieving the highest evaluation scores within their respective categories and areas of expertise may be selected for the Contractors pool. Selected firms will enter into an agreement for an initial term of two (2) years.

This agreement may be extended for up to one (1) additional one-year term, subject to mutual agreement and performance review.

Firms submitting must have an office or representative in the Wasatch Front area (Northern Utah). Firms shall submit the following for each category of interest:

- a. Five (5) sealed Proposals for *General Construction Projects*.
- b. Five (5) sealed Proposals for *Electrical Repair and Replacement Projects*.
- c. Five (5) sealed Proposals for *Plumbing Repair and Replacement Projects*.

The proposal must specifically designate the area of expertise for which the firm seeks consideration. To assist in the review process, a checklist is provided at the end of this document. Firms are strongly encouraged to complete and return the checklist with their submission.

Checklist Guidelines:

- The completed checklist must be included with the proposal but may be attached to the outside of the main document to facilitate ease of review.
- The checklist will **not count toward the 15-page limit** for the proposal.

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Ogden City shall not be held responsible for any oral instructions or clarifications. Any changes to this Request for Proposal (RFP) will be issued exclusively in the form of a written Addendum. It is the responsibility of all prospective firms to review and acknowledge any addenda as part of their submission.

Ogden City will not be responsible for any costs associated with consultants assembling and submitting any portion of this Request for Proposal.

If a firm wishes to limit access to proprietary or confidential information and content within the submitted proposal, it must complete and submit a **Business Confidentiality Claim form** along with Proposal. Firms are advised to clearly identify and mark all proprietary information in their proposal to ensure compliance with applicable public records laws. Confidentiality Claim form is available upon request.

II. PROPOSAL CONTENT

General Contractor Construction Projects, Electrical Repair and Replacement Projects and Plumbing Repair and Replacement Projects:

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

1. List of fields/services (areas of expertise) the company performs;
2. Name, address, email and telephone number of firm submitting the proposal;
 - a. Include the name and resume of the person designated as the firm's representative throughout the duration of the contract.
3. List the key personnel, association with the firm, detailed work experience, qualifications, and level of participation of key individuals that would be directly involved on City projects;
4. Description of the firm's knowledge of and familiarity with Ogden City and its projects and standards;
5. Describe the firm's experience working with local governments and methods used to effectively collaborate with staff;

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6. A chronological list of “In progress” and “Completed” projects accomplished by local (Northern Utah) office or representative for previous 3 years including references; include project name, address, owner, contact name and current telephone number; contract amount and bonding capacity information.
7. Disclosure of any investigations, arbitrations, litigations, or claims, which are pending, settled or otherwise, disposed of within the last three years;
8. **Evidence of Insurability.** Provide proof of insurability, including insurance limits and coverage relevant to the proposed services;
9. **Complete Fee Schedule.** Provide a complete and detailed fee schedule for the services offered, including hourly rates and anticipated additional costs (if applicable);
10. List of Personnel specialties, including certifications relevant to the scope of work provided;
11. Provide any additional highlights, unique qualifications, or innovative capabilities the firm can bring to City projects;
12. Completed checklist for each applicable category.
13. Acknowledgment of receipt of addenda (if any);

*Being selected and entering into an agreement does not guarantee consultant will be extended any specific amount of work.

**Proposal may include projects that firm would like to highlight beyond 3 years.

*** Ogden City reserves the right to bid individual future projects separately rather than using pool services.

Proposals must not exceed **15 pages** in length. For physical submissions, double-sided pages will count as two (2) pages. Items included in an appendix, such as supplemental materials, resumes, or references, will not count toward the 15-page maximum.

III. EVALUATION OF PROPOSALS

A team consisting of six or more representatives from Ogden City will perform evaluations of the submitted Proposals. Proposals will be evaluated/scored on quality, not quantity, of areas represented. The following criteria will be used to evaluate the proposals:

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General Contractor Construction Projects, Electrical Repair and Replacement Projects and Plumbing Repair and Replacement Projects – Scoring Points Possible 1-10

1. Qualifications of firm's designated representative;
2. Proximity of the firm's office and/or representative to Ogden City;
3. Familiarity with Ogden, Projects, and Standards;
4. Collaboration with Staff – Experience working with local governments and methods used to effectively collaborate with staff;
5. Firm experience compared against areas of expertise represented;
6. Client recommendations and accuracy of information provided;
7. Qualifications and experience of key individuals;
8. Ability of the firm to complete projects in a timely manner;
9. Expertise and capabilities of firm including contractor's bonding capacity;
10. Additional highlights that company offers as part of their service;
11. Completed checklist for each applicable category (pass/fail);
12. Evidence of Insurability (pass/fail);
13. Provided Fee Schedule (pass/fail).

Successful firms will be selected through a **qualifications-based selection process**. A Selection Committee will evaluate each proposal according to the criteria outlined above. The Selection Committee will select firms based on the quality of proposals received. While no formal interviews are anticipated, the Selection Committee reserves the right to conduct interviews, request additional information if necessary to clarify or differentiate proposals as needed. The City reserves the right to select a firm whose submittal does not meet the above stated submittal requirements provided their qualifications demonstrate the ability to deliver the desired services. The City reserves the right and intends to award contracts to more than one qualified applicant. For firms receiving the highest evaluations, the City may conduct a due diligence process to validate their qualifications, references, and performance history before awarding contracts.

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IV. GOVERNING INSTRUCTIONS

This Request for Proposal (RFP) serves as the governing document for the submission of proposals. It supersedes and takes precedence over any prior discussions, communications, or oral representations. All terms, conditions, and requirements outlined in this RFP shall govern the proposal process and the subsequent evaluation and selection of firms.

Important Notes:

1. Any amendments or clarifications to this RFP will be issued in the form of a written Addendum.
2. It is the responsibility of all prospective firms to review and acknowledge receipt of any Addenda to ensure compliance with updated requirements.
3. Firms must adhere strictly to the instructions and requirements stated in this document. Failure to comply may result in disqualification or a lower evaluation score.
4. Incorrect information or reference will be taken into consideration when proposals are scored.

V. CONTACT INFORMATION

For discussion of this RFP, please contact the office of the Purchasing Agent at Purchasing@ogdencity.gov. The question-and-answer period ends at 11 AM on October 24, 2025.

**Please submit questions in writing to the email listed above.*

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. **Commercial 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.

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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 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 Ogden City before work begins on the premises.**

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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. For purposes of this contract, under the "**Certificate Holder**" section, list the following information:

Ogden City Corporation
2549 Washington Blvd.
Suite 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

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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 discussing proposals received from prospective service providers.

a. The selected company shall enter into a written agreement with Ogden City.

b. Ogden City reserves the right to cancel this Request for Proposal.

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c. 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. Contract Security (Performance and Payment Bonds) – Pursuant to municipal code, if a project's estimate requires performance and payment bonds, Owner will issue a word order for Owner and Contractor execution.

- a. Prior to OWNER executing the Work Order, 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.

L. 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

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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 this link: https://www.ogdencity.gov/DocumentCenter/View/19762/May-2021-Business-Confidentiality-Claim_revised

VIII. SUBMISSION OF PROPOSAL

Firms shall submit five (5) copies of the **sealed Proposals** for General Construction Projects, and/or Electrical Repair and Replacement Projects and/or Plumbing Repair and Replacement Projects to the 2nd Floor Information / Constable Desk at 2549 Washington Boulevard, Ogden, UT 84401 **by October 31, 2025, no later than 11 AM.**

LATE PROPOSALS WILL NOT BE ACCEPTED.

No facsimile transmittals or digital copies will 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.

It is the sole responsibility of those responding to this Request for Proposal 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 weekends and observed holidays.

The City reserves the right to accept or reject any submittal as it best serves its convenience and/or is found to be in the best interest of the City.

EXHIBIT – CHECKLISTS FOR EACH CATEGORY

- General Building Alteration, Repair and Replacement
- Electrical Repair and Replacement
- Plumbing Repair and Replacement