

Elk Ridge City
80 Park Dr.
Elk Ridge, UT 84651
(801) 423-2300
www.elkridgecity.org



Request for Qualifications

A&E for New Facility

Statement of Qualifications due:
12:00pm MST Friday November 19, 2021

Table of Contents

SECTION 1 – PROJECT INTRODUCTION AND BACKGROUND	4
1.1 - Introduction	4
1.2 - Project Objectives	4
1.3 - Project Schedule	4
SECTION 2 – SCOPE OF WORK	6
2.1 – Introduction	6
2.2 – Work to be performed by Contractor	6
SECTION 3 – SOQ PREPARATION AND FORMAT	8
3.1 – Pre-Submittal Virtual Meeting	8
3.2 – Statement of Qualification Format	8
3.3 – Statement of Qualification Content	8
1) Cover Letter	8
2) Project Team Qualifications (40 points)	9
3) Relevant Experience & Performance (25 points)	10
4) Project Approach (35 points)	10
5) Required Attachments	11
3.4 – Submittal	11
SECTION 4 – EVALUATION CRITERIA	13
4.1 – Mandatory Compliance	12
4.2 – Evaluation Criteria & Scoring	12
4.3 – Evaluation Process	12
Selection Committee	13
Short List	13
Team Oral Presentation/Interview	13
Shortlisted Respondents Evaluation	13
Ranking	14
Negotiation	14

4.4 - Notice of Award/Contract/Notice to Proceed	14
SECTION 5 – ADMINISTRATIVE AND CONTRACTUAL INFORMATION	15
5.1 - Notices	15
5.2 - Deadline for Questions	15
5.3 - Deadline for Submission	16
5.4 – Addendums	16
5.5 – NA	16
5.6 - NA	16
5.7 - Claim of business confidentiality	16
5.8 - Payments	18
5.9 – Insurance Requirements	18
5.10 – Delivery of Insurance and Execution of Contract Documents	18
5.11 - Workforce	18
5.12 - Indemnification	19
5.13 – Organizational Conflicts of Interest	19
5.14 - Changes in the Contract	19
5.15 - Protest Procedures	19
BIDDER LIST REQUIRED INFORMATION	22
FORM 1 – SUBCONTRACTORS	23
CLAIM OF BUSINESS CONFIDENTIALITY	24
ATTACHMENT 1: ADDENDUM ACKNOWLEDGMENT	25

SECTION 1 – PROJECT INTRODUCTION AND BACKGROUND

1.1 - Introduction

The City of Elk Ridge (the City) is issuing a Request for Qualification (RFQ) to retain the services of a qualified architectural/engineering firm to design and monitor the construction of a new administration and maintenance facility on property owned by the City located at approximately 3100 N 350 West, Elk Ridge, Utah. The selected firm will assist the City in selecting a Construction Manager/General Contractor (CM/GC) by providing technical expertise to evaluate bids submitted by general contractors. The project delivery method will be managed as a CM/GC process. The estimated unapproved range of funds for design and construction is \$2,000,000 - \$3,000,000.

1.2 - Project Objectives

The overall goals of the Project are:

- 1) Plan and design a new Civic Center to provide adequate space for city staff, administration, and council chambers.
- 2) Plan and design adequate space for large indoor public and private gatherings, similar to event centers, providing facilities to handle various gatherings of small, mid, and large sized groups, and separate from city office space, council chambers, and other official city business.
- 3) Plan and design landscaping sufficient for a city park and surrounding area of building on the subject property.
- 4) Design the Project to ensure that the estimated construction cost provides the best value to the City.
- 5) Provide construction cost estimates at the schematic design, design development, construction documents, and bidding phases identified for the Project.
- 6) Cultivation of a partnering attitude and effective cooperation among the Architectural/Engineering (A/E), the City, and any selected Contractors.
- 7) Meets the quality and safety standards the City is required to follow and of any other applicable regulatory agencies.
- 8) Work with the City to establish applicable milestones and assist where possible in meeting those milestones.

1.3 - Project Schedule

DATE	ITEM
11/03/2021	RFQ released
11/08/21	Virtual Pre-Submittal Meeting
11/11/21	Deadline to submit questions
11/15/21	Response to questions no later than
11/19/21 12:00pm MST	Deadline to submit Statement of Qualifications
Week of Nov 22 nd & 29 th , 2021	Interviews/Presentations
12/08/21	Notification of award
December 2021	Contract begins

SECTION 2 – SCOPE OF WORK

2.1 – Introduction

The City desires to design and construct a new facility located at approximately 527 W Goosenest Dr, Elk Ridge, UT 84651. (<https://goo.gl/maps/xQ8xSBT777Qg1kSd6>)

The Firm shall work with the City to accomplish A/E design work for the Project. The Firm shall become an integral part of the team. The Firm shall provide the necessary Professional Engineers, planners, scientists, architects, CADD operators, surveyors, and other staff and professional and technical skills, materials, supplies, and other services required to successfully complete this Scope of Work. The Firm will be required to meet the project objectives listed in **Section 1.2.**

The Firm shall supply sufficient staff to assure production of all aspects of the Project. The first step will consist of the completion of the conceptual design work on the new facility. The conceptual preliminary engineering will need to be completed up to a level (typically 30%) sufficient to support generally accepted construction standards and in accordance with standards, that the City may have. Any involvement of the Firm in assisting the City in preparing the CE application would be done under a separate contract.

The Firm shall provide Project management, environmental documentation, engineering design, studies, analyses, utility engineering, civil engineering, architectural design, structural engineering, mapping, technical support, environmental mitigation and all elements required for the Project. The Firm shall also provide preliminary quantity and cost estimates for the City's use in development of target prices for various stages of construction.

Develop preliminary planning for future phased additions as the City expands. The phasing plan should anticipate that funding may become available incrementally over time.

The City has included the following documents for your reference:

- ✓ Conceptual Facility Drawings from 2021, see separate **attached file**. This document is provided for reference only, as the City anticipates there will be significant changes due to the age of the study.
- ✓ Survey or Record

2.2 – Work to be performed by Contractor

It is intended that the A/E proposing in response to this RFQ will expand on the general scope of work outlined herein by providing a more detailed scope of work and approach to the project including a detailed list of activities, deliverables, and a schedule to accomplish the Project outlined herein. The A/E will assist the City in developing the schematic design, design development, bidding and construction documents including specifications to the extent

outlined by the A/E in their proposed scope of services for the Phases outlined herein and included in their proposal to this RFQ.

The general scope of work will include but not be limited to the following:

1. Schematic design phase to assess the needs and identify the layout, primary elements, and costs of the new facility. When designing the new facility, the following needs to be included:
 - The facility will need to meet State energy code standards and should be resource efficient throughout the life-cycle of the building.
 - Develop the entire site plan.
 - Design the master plan by incorporating the following:
 - Administration, Council Chambers, and Public Gathering
 - The design of this building needs to include the following:
 - Offices
 - Council Chambers
 - Conference / Event space
 - Dressing Rooms
 - Training space
 - Breakroom
 - Restrooms
 - IT server room
 - Video surveillance
 - Access Security System
 - Janitor space
 - Storage space
 - Must be ADA accessible
2. Design development phase to advance the design and provide a probable construction cost estimate. This phase will also include assisting the City with obtaining the necessary building permits.
3. Construction documents phase to include the required drawings, specifications and any other documents needed in advance for bidding out the CM/GC contract.
4. Bidding phase services to include assisting in: responding to bidder's questions, preparing clarifications or addenda as required, reviewing the bids, and recommending award of the construction contract.
5. Construction phase services to include:
 - a. attending construction meetings;

- b. making periodic visits to the site to observe the progress and quality of the work to determine if the work is proceeding in accordance with the Contract Documents;
- c. consulting with the City and issuing all instructions to the contractor;
- d. reviewing or preparing change orders as required;
- e. responding to requests for information;
- f. checking and approving samples, shop drawings, tests of material and equipment for compliance with the design concept;
- g. conducting substantial and final inspection of the project;
- h. construction compliance inspection services;
- i. contract closeout and complete warranty enforcement; and
- j. preparation of as-built drawings and any other services identified by the A/E to assist the City in the construction of the Project.

SECTION 3 – SOQ PREPARATION AND FORMAT

3.1 – Pre-Submittal Virtual Meeting

A pre-submittal meeting will be held virtually on **Monday, November 08, 2021 at 10:30am MST**. All those who requested this RFQ will be sent a link to the Zoom meeting via e-mail. The meeting will be recorded and will be made available upon request. All design firms wishing to submit on this project are highly encouraged to attend this meeting.

Additional information about the project may be available at this meeting. A representative from each interested prime firm is highly encouraged to attend. During the meeting, a presentation will be made to describe the overall scope of work and intended schedule. Interested firms may ask questions and request clarification about the project and the procurement process.

3.2 – Statement of Qualification Format

SOQ's must adhere to the following format:

- SOQ's should be printable primarily on 8 ½ by 11 inch paper. 11 by 17 inch paper may be used for charts, tables, and schedules (limited to 2 pages). No text should be included on 11 by 17 inch size paper except for text that is required for the interpretation of the chart, table, or schedule.
- SOQ's should be printable in a minimum of 12-point font.
- If a SOQ is submitted in double-sided format, both sides of the page will be counted against the Page Limit.
- SOQ's must not exceed the **15-page limit**. Cover pages, table of contents, resumes, and required forms do not count toward the page limit. Brochures and similar generic marketing materials shall not be submitted.

3.3 – Statement of Qualification Content

The SOQ should consist of the following sections which clearly identify, in the order listed below, the following information:

1) Cover Letter

A cover letter that introduces the Firm, confirms that all elements of the RFQ have been read and understood, and summarizes your interest in the work. Identify the firm's point of contact name, address, telephone and e-mail address. The cover letter shall be one-page maximum and signed by an individual authorized to bind the Firm contractually.

2) Project Team Qualifications (40 points)

Qualifications and experience of the individuals directly involved with the project.

List the following key personnel:

1. The Project Manager,
2. The Design Manager (if different from the Project Manager),
3. Lead Architect, or Lead Design Engineer
4. Subcontractors, (use “**Form 1**”). If the bidder anticipates subcontracting any portion of the work required in this project, they will be required to submit **Form 1** with their bid to provide a list of those potential subcontractors. The bidder must also identify if any of those subcontractors qualify as a DBE and identify the estimated percentage amount of the contract that would be awarded to the subcontractor. All subcontractors will be required to comply with all the terms of the contract, including signing the required clauses.

The contract derived from this RFQ shall not be subcontracted except with the written consent of the City, except as allowed for listed members on **Form 1**. No such consent shall be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the contractor of his liability and obligation under this contract, and all transactions with the City must be through the Administration Director.

For each of the key personnel, describe their experience with Projects similar to this Project. Specify how past experience on similar Projects is applicable to each Phase (schematic design, design development, contract documents and construction phase services) of the Project. The Project Manager, Design Manager, Lead Architect, or Lead Design Engineer must have professional engineer or architect licenses in Utah or the ability and plans to obtain them within a reasonable time after award of the contract. Demonstrate that team management and coordination with the City will be streamlined and efficient.

For each key personnel, identify the percentage of his/her time that will be committed to the Project during the Project. The key personnel must remain engaged on the Project until the expiration of the A/E contract. The parties recognize that the key personnel constitute a critical element of the Project, and that loss of any of the key personnel could cause significant loss to the City.

Provide concise resumes (1 page maximum) for the key personnel including education, work history, relevant Project experience, length of time with the firm, and references.

Identify any contract or subcontract held by the Firm or officers of the Firm, which has been terminated within the last five years. Identify any claims arising from a

contract resulting in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.

Explain how your Firm will cultivate an attitude of partnering and effective cooperation between your firm, the City, and any selected Contractors.

3) Relevant Experience & Performance (25 points)

Provide no more than five (5) examples of master planning for buildings of similar size and scope completed in the last five years. For each comparable project identified, provide:

- a. Description of project including: unique aspects/learning/creative outcomes and relevance to the City's project
- b. Project duration
- c. Role of the Respondent and deliverables
- d. Respondent's partnering efforts and successes
- e. Named owner references for the projects identified in response to this section. References must have been directly involved, as a representative of the owner, in the project work performed by the Proposer. Include e-mail and phone number.

4) Project Approach (35 points)

It is intended that the A/E proposing in response to this RFQ will expand on the general outline by providing a more detailed project approach to the work for each phase, including optional phases. For each phase and optional phase, include a list of activities and deliverables to be accomplished for the Project and a proposed Project schedule.

Also discuss the proposed approach to the following:

- a. The Team's philosophy and approach to building development
- b. How the team will approach this initiative
- c. Project coordination with the City
- d. Any significant challenges the Team would anticipate in delivery of this project
- e. Any innovation or best practices that could be implemented to improve the deliverables or approach for the City in the future
- f. Cost estimate and cost control
- g. Projecting phasing
- h. On-time completion and schedule management
- i. Design quality control
- j. The Team's competitive advantages and why they would be the best team to partner with the City on this project
- k. Address whether your Firm will use Building Information Modeling (BIM) for this project. If so, describe how you will implement BIM on the project. Describe the benefits the City will receive from the use of BIM.

- I. Provide a high-level work plan that shows inputs/outputs, milestones, method of documentation and data reporting, along with a listing of the Consultant's Deliverables.

5) Required Attachments

The following attachments must be included with the SOQ:

- Bidder List Required Information
- Form 1 – Subcontractors
- Claim of Business Confidentiality. Refer to Utah Code Annotated (UCA) 63G-2-305(1)&(2) and UCA 63G-2-309 for further details.
- Addendum Acknowledgement (if none issued insert "None") (Attachment 1)

3.4 – Submittal

In preparing the SOQ submittal, the Respondent must include each of the requests identified in **Section 3.3**. All forms and documents shall be included in one zip file with the name and address of the Respondent clearly stated and e-mailed to royce@elkridgecity.org with the subject line labeled, "RFQ – SOQ." All blank spaces in the proposal must be filled in, and no changes shall be made in the wording.

SECTION 4 – EVALUATION CRITERIA

All SOQs shall be evaluated for responsiveness/compliance and whether they demonstrate the qualifications/ability to meet the requirements of the solicitation. Evaluations and ranking will be based on the weighted factors listed in **Section 4.2.**

4.1 – Mandatory Compliance

This is a compliance section and carries no evaluation points. Respondents must meet minimum criteria as specified to receive further consideration.

Professional Standing

- The Lead Professional must be properly registered licensed and certified at the time of submission.
- The Professional must have been in continuous business for a minimum of five years.

Financial Stability

- Respondents must demonstrate the availability of resources and financial capability required to complete the Project.
- Copies of audited financial statements are not required with the submittal. Prior to the final selection, the City reserves the right to require a Respondent to provide a copy of the Respondent's financial statements for the previous two fiscal years.
- The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Respondent submitting a Response.

4.2 – Evaluation Criteria & Scoring

This is an evaluation section, which establishes criteria and the associated total potential points for each category.

Project Team Qualifications	40 points
Relevant Experience & Performance	25 points
Project Approach	<u>35 po ints</u>
Total Possible	100 points

4.3 – Evaluation Process

This procurement will follow a qualifications based selection process (Brooks Act method) wherein the Respondent determined by the selection committee to be the most qualified, based on having obtained the highest score from the selection committee's review and interview, will be invited to enter into negotiation of a contract providing for fair and reasonable compensation to the selected Respondent.

Selection Committee

A Selection Committee shall evaluate the responses and performance data that are submitted in response to the RFQ for the proposed contract.

- The evaluation will be to determine the qualifications of each Respondent to perform the services under this RFQ based on the selection criteria listed herein.
- In making its determination, the Selection Committee will evaluate the Response, client references, interviews (for Respondents on the short-list only), and additional information received or obtained by the Selection Committee. The Committee may request or obtain additional information at any time during the selection process through interviews, presentations, correspondence, and visitation of completed projects or otherwise.
- During the selection process, the City will evaluate each Response to determine which Respondent (if any) is best qualified to perform the required services and can provide the experience specified in this RFQ.

Short List

In order of preference, based on criteria established by the Selection Committee and included in the RFQ, a short list of Respondents deemed to be the most qualified to provide the services by the Selection Committee will be established.

Team Oral Presentation/Interview

The Selection Committee will interview each Respondent on the short list so that they may present their credentials, comparable past work and any ideas they wish to share with the Selection Committee.

- A letter invitation will be sent via email to each Respondent to be interviewed, with the time, date and location of the interview. The City reserves the right to do the interviews via virtual methods.
- The order in which the Respondents appear before the Selection Committee will be determined by schedule availability.
- The team will have twenty (20) minutes to present to the Selection Committee their firms qualifications, overall plan, strategic fit, etc. A roundtable discussion will then be held and will last no more than sixty (60) minutes for questions and discussion between the Committee and the Respondent. It is the responsibility of the Selection Committee to develop an agenda for this part of the interview. The time limits will be strictly enforced.
- The prospective key personnel for the Project must be present.

Shortlisted Respondents Evaluation

The Selection Committee will evaluate finalist Respondents after the oral presentations/interviews based on the criteria described below. The City reserves the right to request additional information from Respondents prior to final selection, and to consider information about the Respondents other than that submitted in the SOQ.

- **Finalist Respondents Team Interview (30 Points):** The City may provide interview questions in advance to Respondents. The City's Selection Committee will evaluate interviews based on the team's responses to questions, ability to effectively communicate, and the Committee's assessment of the team's ability to work successfully with each other and City staff. The City may also ask Respondents to submit written responses to some questions in advance of the interviews.
- **Strategic Fit (20 Points):** The City will evaluate proposed solutions based on overall best fit with City goals and objectives. The Committee will consider solution simplicity, overall alignment with the requirements set forth in the RFQ, as well as compliance with contract terms and conditions.

Ranking

After the interviews, the Selection Committee will add the points from the interviews (up to 50 points) to the initial evaluation points (up to 100 points). The City will rank the selected Respondents in order by the highest qualified.

Negotiation

The City shall enter into negotiations for a contract with the highest qualified Respondent on the short list for the Services. The negotiations shall include consideration of compensation and other contract terms that the City determines to be fair and reasonable. In making this decision, the City shall take into account the estimated value, the scope, the complexity and the nature of the Services to be rendered.

- If negotiations are successful, the City will execute a contract for services.
- If the City is unable to negotiate a satisfactory agreement with the highest-ranked Respondent, at a price and with terms which the City determines to be fair and reasonable, negotiations with that Respondent will be formally terminated.
- The City may then undertake negotiations with the next highest-ranked Respondent in sequence until an agreement is reached, or determine to reject all Submittals and resolicit the RFQ, or use another selection process that the City deems prudent.
- Respondents that are unable to accommodate the City regarding acceptable fees and/or costs will not be allowed an opportunity to resubmit fees and/or costs once they have been released from negotiations.

4.4 - Notice of Award/Contract/Notice to Proceed

The next step will be for the City to give a "Notice of Award," and if applicable, notices of the intent not to award at all or to some Respondents. The Administration Director will normally deliver the executed contract documents within fourteen (14) calendar days after giving the Notice of Award.

The City will furnish the Contractor written direction to commence work hereunder by issuing the Contractor a written "Notice to Proceed" within fourteen (14) days of "Notice of Award"

unless a protest of award has been received. The City shall not be responsible for any costs of any type whatsoever incurred by Contractor prior to the issuance of the “Notice to Proceed.”

SECTION 5 – ADMINISTRATIVE AND CONTRACTUAL INFORMATION

5.1 - Notices

Complete instructions to Respondent’s are included in this bid document. No oral, telephone, or facsimile proposals or modifications will be considered. Award will be based on the criteria set forth in the solicitation. Award will be to the Respondent deemed most qualified and of the best value to the City.

Issuance of this solicitation does not commit the City to award any contract, to pay any costs incurred in preparation of a bid, or to procure or contract for services or supplies. The City reserves the right to waive any irregularities and informalities or to reject any and all bids, to cancel and re-advertise at any time, without penalty, and to make contract awards in the best interest of the City.

For the purpose of this solicitation, “Bid” “Proposal” and “State of Qualification (SOQ)” and “Bidder” “Proposer” “Respondent” “Firm” and “Contractor” are synonymous. For the purpose of this solicitation and resulting contract(s), “City of Elk Ridge,” and “the City” are synonymous.

Questions or concerns regarding this solicitation shall be directed, in writing, to:

Royce Swenson
Procurement Officer
royce@elkridgecity.org

From the issuance of this RFQ until the City selects a contractor for award, Mindy Spackman, Procurement Officer, is the sole point of contact for the City concerning this RFQ. Any violation of this condition may be cause for the City to reject the offending Respondents qualifications. If the City later discovers that the contractor has engaged in any violations of this condition, the City may reject the offending contractor’s qualifications or rescind its contract award. Respondents must agree not to distribute any part of their SOQ beyond the City. A Respondent who shares information contained in its SOQ with other City personnel, City project team members, City board members, and/or competing Proposer personnel may be disqualified.

5.2 - Deadline for Questions

The City will not respond to any questions regarding the RFQ until the pre-submittal meeting. Any follow-up questions must be submitted in writing to Mindy Spackman at 80 Park Dr, Elk Ridge, UT 84651, or by e-mail to royce@elkridgecity.org no later than 1:00pm MST on Thursday,

November 11, 2021. Answers to submitted questions will be provided to the potential Respondents by November 15, 2021.

5.3 - Deadline for Submission

All Statement of Qualifications (SOQ) must be submitted to the Procurement Officer at royce@elkridgecity.org by 12:00 pm MST on Friday, November 19, 2021. Any SOQ's received after the specified time will not be accepted. Any Respondent may withdraw their SOQ, either personally or by telephone or written request, at any time prior to scheduled deadline for submission. Request must be in the possession of the City prior to the deadline for submission.

5.4 – Addendums

The City reserves the right to revise or amend the specifications up to the time set for submitting the SOQ's. Such revisions, if any, shall be announced by addendum to this solicitation. Copies of such addenda shall be furnished to all prospective Proposers by return-receipt email. If the revisions and addenda require changes in quantities or specifications, or both, the date set for submitting SOQ's must be postponed by such number of days as in the opinion of the City shall enable Proposers to revise their SOQ's. In any case, SOQ submittal shall be extended at least five (5) working days after delivery of the last addendum; the addendum shall include an announcement of the new date (if applicable).

Proposers must acknowledge receipt of addenda (**Attachment 1**). Failure to acknowledge receipt of all addendums may cause the SOQ to be considered non-responsive to the RFQ. Acknowledged receipt of each addendum must be clearly established and included with the SOQ.

5.5 – NA

5.6 - NA

5.7 - Claim of business confidentiality

All information received in response of the RFQ shall be shown only to City personnel having legitimate interest in the evaluation process. After award of contract, the successful SOQs and the evaluation documentations shall be open for public inspection.

Since the City is subject to Government Records Access and Management Act (GRAMA), the Respondent is advised that any documents it provides to the City in response to a solicitation will be available to the public if a proper Public Records Request is made, except that the City is not required to disclose or make available any record or other matter that reveals proprietary information provided to the City by a Respondent that is from a non-governmental source. Each business submitting a bid must fill out and return the **Claim of Business Confidentiality** form. Refer to GRAMA 63G-2-305(1)&(2) and GRAMA 63G-2-309 for further details.

5.8 - Payments

The successful bidder shall prepare a written invoice for services performed each month. Payment will be made to the successful bidder within 30 days after receipt of the invoice.

5.9 – Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements. Provided that the coverage is written on a “following form” basis.

- i. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

Coverages:

1. Insured's interest in joint ventures
2. Punitive damages coverage (where not prohibited by law)
3. Limited contractual liability
4. Retroactive date prior to date
5. Extended reporting period of 36 months

Coverage that meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify the City. If the City agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

- ii. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$2,000,000 combined single limit of coverage. The policy shall be endorsed to include the following additional insured language: “The City of Elk Ridge shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

- iii. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$1,000,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against the City.

On insurance policies where the City is named as an additional insured, the City shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Consultant's assessment of the exposure for this contract; for its own protection and the protection of the City. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.

Consultant shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

5.10 – Delivery of Insurance and Execution of Contract Documents

Respondent must have or obtain and deliver to the City within ten (10) days of receipt of notice of award, the required Insurance policies/coverages and certifications and fully comply with the insurance requirements set forth above. Policies or certificates must reference the City of Elk Ridge with the original submission and with each and every updated submission thereafter. Failure to do so may result in rejection of the successful Respondent's response and withdrawal of the Notice to Award. Promptly after the City receives satisfactory insurance policies or certificates, the City will deliver to the successful Respondent the form of contract documents to be executed by the successful Respondent. The successful Respondent shall execute and return to the City all copies of the contract documents within ten (10) days after receipt of the contract documents. Failure to return the executed copies of the contract documents may result in rejection of the successful Respondent's response and withdrawal of the Notice to Award.

5.11 - Workforce

The successful bidder shall guarantee in writing and take all necessary steps to ensure that any persons subject to the terms of this contract are eligible to work in the United States of America.

5.12 - Indemnification

The successful bidder will indemnify and hold harmless the City and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work and is caused in whole or in part by any negligent act or omission of the successful bidder or anyone directly or indirectly employed by them. If the successful bidder fails to satisfy contractual sales obligations agreed to by contract, the City reserves the right to obtain the products and or services from another contractor and bill the bidder for the cost of such products or services. The City maintains the right to be reimbursed by the bidder for any costs incurred and all collection costs, including attorney fees.

5.13 – Organizational Conflicts of Interest

An organizational conflict of interest means that because of other activities, relationships, or contracts, a Respondent is unable, or potentially unable, to render impartial assistance or advice to the City; a Respondent's objectivity in performing the work identified in this RFQ is or might be otherwise impaired; or a Respondent has an unfair competitive advantage. If a Respondent believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its SOQ. The City will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists and the appropriate measures that will be taken in response to such determination, including a plan to mitigate the real or perceived organizational conflict of interest or disqualification of the Respondent.

5.14 - Changes in the Contract

The City may at any time, as the need arises, order changes to the Scope of Work, excluding substantial or cardinal changes, without invalidating any provision of this Agreement. If such changes increase or decrease the nature of the Scope of the Work, then any price changes/charges may be adjusted accordingly, as agreed to in writing by both parties and will be subject to The City's policy regarding change orders. The City reserves the right to make Amendments to this solicitation and requires that the bidder acknowledges receipt of all addendums issued. Any bid received without such acknowledgement may be deemed unresponsive.

A substantial or cardinal change is deemed to be a major deviation from the original Scope of the Work or the intended method of achievement, or a revision of contract work so extensive, significant, or cumulative that, in effect, the Vendor is required to perform different work from that described in the Scope of Work in the original contract.

5.15 - Protest Procedures

Any concerns regarding the awarding of a contract or acceptance of a bid will first be addressed by the concerned party to the Director of Administration or designee. If a resolution cannot be established, an appeal can be made to the Board Chair. Protests will be accepted only from Bidders whose direct economic interest has been adversely affected by those alleged actions/omissions of the City that form the basis of the protest. Protests will be determined in

accordance with the laws of the State of Utah including, without limitation, the Utah Government Records Access and Management Act, and with the City's Procurement Policies and Procedures, as amended from time to time. All protests shall be in writing and shall be submitted to the City as directed in these protest procedures. Protests that are not delivered to the appropriate persons or not delivered within the appropriate time limits (all as set forth in these procedures) shall be null and void and will not be considered by the City. A protest shall be deemed to be delivered pursuant to these procedures when actually received by the designated City recipient by hand delivery, by recognized overnight courier service or by certified or registered mail. All protests shall include:

1. The name and address of the individual or organization filing the appeal.
2. A detailed statement as to the nature and basis of the protest including, without limitation, the factual and legal basis for the protest.
3. A reference to the specific section of the policy in dispute and the context for the reason of the protest is required.

PROTESTS PRIOR TO AWARD OF CONTRACT

All protests made prior to the opening of bids or proposals, including protests based upon alleged restrictive specifications or alleged improprieties in any type of solicitation, shall be delivered to the City's Director of Administration (DA) or designee not less than seven (7) calendar days prior to the date of the bid/proposal opening (as designated by the Bidding Information) as follows:

City of Elk Ridge
80 Park Dr.
Elk Ridge, UT 84651
Attn: City Manager, Time Sensitive Protest Materials

The DA, or an agent designated by the DA, will promptly make a determination in writing regarding the validity of the protest and whether or not the proposal process should be delayed beyond the scheduled date for proposal opening. If the DA determines that the scheduled date for proposal opening should be delayed, all vendors who have received this Bidding Information shall be notified of the delay and the reason for the delay. If the protest, or any portion thereof, is determined by the DA to have merit, the DA will take all necessary action to address each alleged restrictive specification, alleged impropriety or other meritorious objection in a manner consistent with applicable law and City policy and will provide notice of actions taken to all respondents to the solicitation who have furnished their name and address to the City. In such cases, the City shall not proceed with the bid/proposal process until it has remedied such issues to the satisfaction of the DA.

PROTESTS TO AWARD OF CONTRACT

All protests made to the award of the Contract pursuant to this bid shall be delivered to the DA not less than five (5) calendar days after the protestor received notice of the award. All protests made to the award of Contract shall be delivered as follows:

City of Elk Ridge
80 Park Dr.
Elk Ridge, UT 84651
Attn: City Manager, Time Sensitive Protest Materials

If the protest has been timely filed, the DA, or an agent designated by the DA, will promptly make a determination in writing regarding the validity of the protest and whether the City's decision regarding the award should be reconsidered. The City shall provide notice of the protest to all Proposers who submitted a proposal pursuant to the Bidding Information. The DA, or his or her designee, will respond to the protestor in writing and address each material issue raised in the protest within 15 business days. If the protest, or any portion thereof, is determined by the DA to have merit, the DA will take all necessary action to address the protested issues in a manner consistent with applicable law and the City's policy including, without limitation: (1) cancelling the procurement; (2) cancelling the procurement and reissuing a new procurement; (3) rescinding the award and requesting "best and final offers" from all Bidders/Proposers; (4) determining that the objections, although meritorious, were immaterial to the decision to award; or (5) taking such other actions as may be appropriate under the circumstances. Once the DA becomes aware of a protest to the award, the City will not take any further action to execute a Contract pursuant to the Bidding Information until seven calendar days after the award is upheld by the DA (or the appeal committee, if the DA's determination is appealed as set forth in the following section), unless the DA shall make a written determination that proceeding with the bid/proposal process is necessary to protect a substantial interest of the City.

APPEALS

In the event that a protestor receives an unfavorable decision from the DA to its protest of Contract award, the protestor shall have the right to appeal the DA's decision by submitting a written appeal to the City Manager of the City, addressed as follows:

City of Elk Ridge
Attn: City Manager
80 Park Dr.
Elk Ridge, UT 84651

Any appeal must be delivered within fifteen (15) business days of the date of the DA's decision. The Board Chair will appoint a committee (the "Protest Committee") of at least three (3) members to review the appeal and the decision of the DA. The Board Chair will determine the specific procedures that will be followed by the Protest Committee, including the date of any hearing deemed necessary. The Protest Committee will notify the appellant and the DA in writing within 60 days of receiving the appeal. The decision of the Protest Committee is a final administrative decision of the City.

BIDDER LIST REQUIRED INFORMATION

The bidder listed below acknowledges that this information is required to be compiled and reported in accordance with the City policies.

Business Name: _____

Business Address: _____

Years in Business: _____ Telephone: _____

Fax: _____ Email: _____

Type of Organization (Check one):

a. Sole Proprietorship () b. Partnership () c. Corporation () d. Joint Venture ()

Is Business Registered With the State of Utah as a Disadvantaged Business Enterprise?

a. Yes ()

b. No ()

Annual Gross Receipts of Business:

Less than \$500,000 ()

\$500,000 - \$1,000,000 ()

\$1,000,000 - \$5,000,000 ()

\$5,000,000 - \$10,000,000 ()

Over \$10,000,000 ()

Signature

Title

FORM 1 – SUBCONTRACTORS

Please include the following on the list of Subcontractors to be used for this project:

1) Subcontractor Name

2) Indicate the estimated percentage amount of the subcontract

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Total percentage amount awarded to all subcontractors: _____%

CLAIM OF BUSINESS CONFIDENTIALITY

Pursuant to Utah Code Annotated, Subsections 63G-2-305(1) and (2), and in accordance with Section 63G-2-309, _____ (company name) asserts a claim of business confidentiality to protect the following information submitted as part of this solicitation. Pricing/Cost Proposals may not be classified as confidential or protected and will be considered public information. **An entire proposal cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY".**

- ☐ Non-public financial statements
- ☐ Specific employee name and contact information
- ☐ Specific customer information, client lists, or subscription lists
- ☐ Other (specify): _____

This claim is asserted because this information requires protection as it includes:

☐ trade secrets as defined in Utah Code Annotated Section 13-24-2 ("Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy).

☐ commercial information or non-individual financial information obtained from a person if: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future; [and] (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

This statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

Page	Paragraph	Reason

Please use additional sheets if needed.

You will be notified if a record claimed to be protected herein under Utah Code Annotated § 63G-2-305(1) or (2) is classified public or if the governmental entity determines that the record should be released after weighing interests under Utah Code Annotated § 63G-2-201(5)(b) or Utah Code Annotated § 63G-2-401(6). See Utah Code Annotated § 63G-2-309.

Signed:

On behalf of (company):

Date:

ATTACHMENT 1: ADDENDUM ACKNOWLEDGMENT

Receipt by the undersigned of the following addenda is hereby acknowledged:

Addendum Number: 1 Dated: _____

Addendum Number: 2 Dated: _____

Addendum Number: 3 Dated: _____

Addendum Number: 4 Dated: _____

Addendum Number: 5 Dated: _____

Addendum Number: 6 Dated: _____

(Respondent)

(Address Line 1)

(Print Name)

(Address Line 2)

(Print Title)

(Phone)

(Signature Required)

(Fax)

(Email Address)

(Federal Taxpayer ID Number)

Exhibit 1
Concept Plan

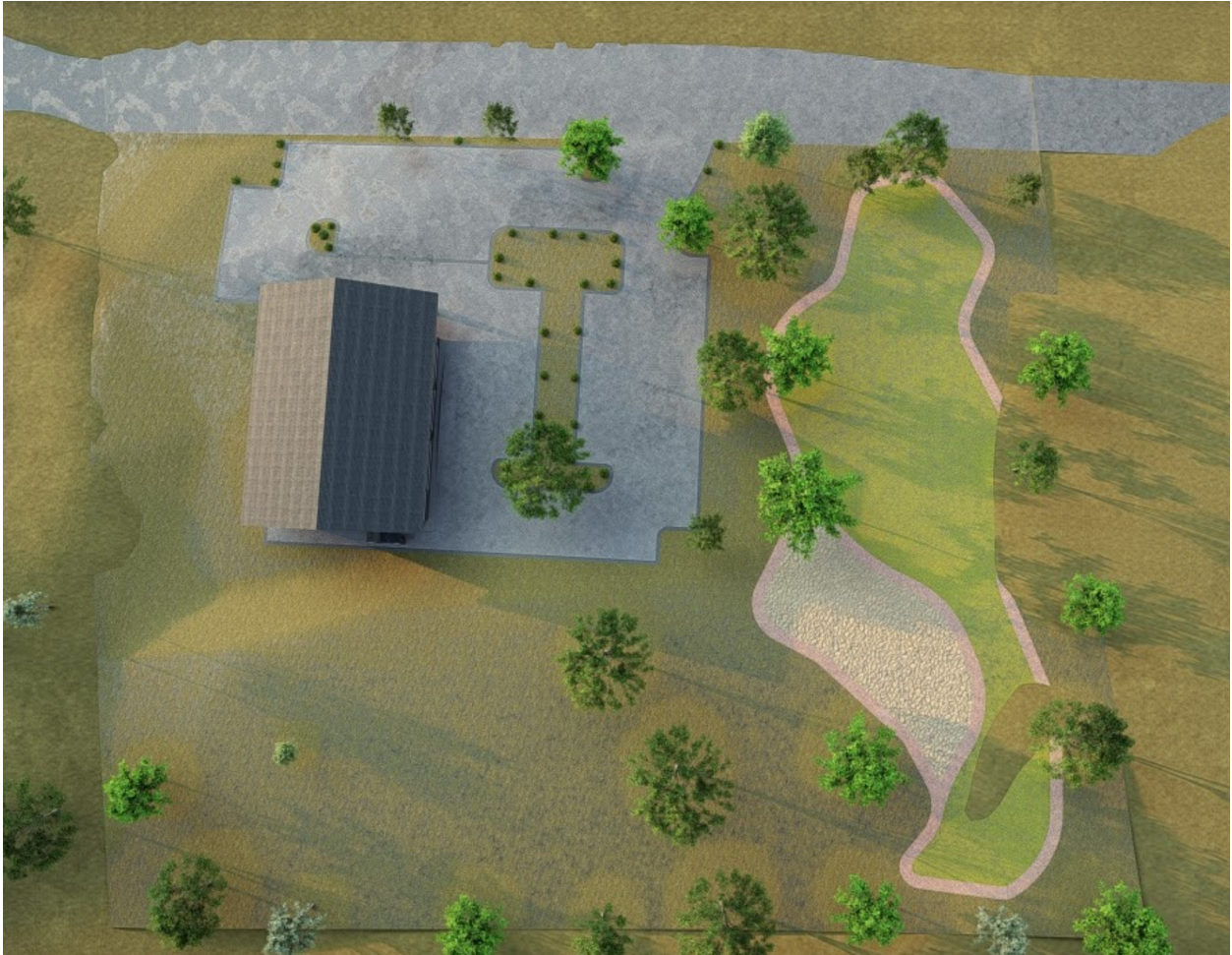


Exhibit 2
Plat Map/Survey
(separately attached)

