



SMITHFIELD CITY

Request for Proposal (RFP)

For: Reroof and Anchoring of the Douglass Mercantile Building

Summary

Smithfield City invites proposals from Licensed General Construction firms to provide a bid for the reroofing and anchoring of the Douglass Mercantile Building located at 102 S Main Street, Smithfield, UT.

The City has received a grant for the project and has specific deadlines to meet.

The selected contractor must be willing to enter into a written agreement with the City to provide all services required under the scope of services outlined in this solicitation. **The start of services under such a contract will begin NOT later than Friday, April 15th and work must be completed prior to Thursday, June 30, 2022.**

Instructions for Proposers

1. Inquiries

Any question or clarification of any material within this RFP or otherwise related to the City's intention to select a contractor should be directed by e-mail to the individual listed below.

Council Member Jon Wells
jwells@smithfieldcity.org

2. Submission of Proposals

Three paper copies must be submitted in a sealed envelope no later than **3:00 P.M. on Thursday, March 31, 2022**, at the following address:

Smithfield City
Attn: Douglass Mercantile Reroof Project
96 South Main Street
Smithfield, UT 84335

Any proposal received after the due date and time will not be accepted.

Proposals must be signed by an authorized representative of the company. The signature is interpreted to signify the bidder's intent to comply with all terms, conditions, and specifications outlined in this RFP and attached plans.

3. Administrative Guidance

The information provided herein is intended to assist proposers in the preparation of proposals to properly respond to this RFP. The RFP is designed to provide interested proposers with sufficient information to submit proposals meeting the minimum requirements, but it is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. **The City will not be liable for any expense proposers may incur in the preparation or presentation of this proposal.**

Full plan sets can be request at Smithfield City Hall, 96 South Main Street Smithfield UT, 84335

Proposers acknowledge that any proposal submitted may be subject to public disclosure under the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, et seq., as the same may be amended from time to time.

4. Proposal Consideration

The City may award a contract based solely upon the merits of the initial proposal without oral presentations. Therefore, proposals should present the most favorable price and service available. The City may require an oral presentation to gain further knowledge. If necessary, this presentation will be scheduled after the deadline for proposal submission and before the award of the contract. The City reserves the right to reject any or all proposals received and to waive any informality or technicality, in any proposal, in the interest of the City. The proposals will be evaluated on not only price, but also references and ability to meet completion deadlines.

Proposals must remain valid for a minimum of 60 days from the due date for the receipt of proposals.

5. Definitions

The following words and terms used shall be defined as follows:

City: Smithfield City

Contractor: The Person, Corporation, Limited Liability Company or Partnership performing reroofing and anchoring work under contract with the City.

Bidder: A person or organization making a formal offer.

Bidder/Contractor Requirements

1. Services are to include:
 - a) Reroofing as per provided plan by Cartwright Architect & Engineers.
 - b) Anchorage as per provided plan by Cartwright Architect & Engineers.
 - a. Detail C3- New parapet cap does not need to be included in bid.
2. Contractor will be responsible to pay for and arrange all necessary equipment and materials for the contract.
3. The contractor will be responsible for all clean-up and removal of debris.
4. Contractor must provide a valid state issued contractor license and a list of all subs including a copy of their state issued contractors license.
5. The contractor will be held responsible to compete work as outlined on the attached plan labeled **"SMITHFIELD HISTORICAL MUSEUM"** including all details and notes.
6. The contractor will be responsible for building permits associated with the work on the project.
7. The contractor will be required to provide proof of insurance as listed in exhibit D.
8. The contractor will be required to provide the City a Performance Bond for the faithful performance of the contract. The Performance Bond shall be executed by a surety company licensed to do business in the State of Utah. The bond shall be for 5.00% of the bidders maximum bid price.
9. The bid bond of the successful bidder will be retained until such bidder has executed the contract documents, furnished the required contract security, and met the other conditions of the notice of award, hereupon the bid bond will be returned. If the successful bidder fails to execute and deliver the contract documents and furnish the required contract security within 15 days after the notice of award, city may consider bidder to be in default, annul the notice of award, and the bid bond of that bidder will be forfeited. The bid bond of other bidders that city believes to have a reasonable chance of receiving the award may be retained by city until the earlier of seven (7) days after the effective date of the agreement or 61 days after the bid opening, whereupon bid bond furnished by such bidders will be returned.

Content of Proposal

All proposals submitted in response to this solicitation must include the following sections.

1. Pricing

Proposals may also contain any other additional information that the proposer deems appropriate; however, lengthy, or overly elaborate proposals are discouraged.

1. Pricing

- a) Proposals must include a lump sum for all work identified in the attached plans including details and notes.
- b) If proposals include pricing options that cannot be accurately reflected on the Price Sheet, any additional pricing may be submitted and explained as necessary; however, the prospective contractor must submit at least one option using the provided Price Sheet.

Evaluation and Selection

1. The City reserves the right to accept or reject any and all proposals and to waive any irregularities in any given proposal or to use evaluation criteria in addition to those listed herein.
2. Following the evaluation of the finalist, a recommendation will be made, and the winning bidder will be notified.

LIST OF EXHIBITS

Exhibit A – Proposal Response Sheet

Exhibit B – Non-Collusion Affidavit

Exhibit C – Proposal Price Sheet

Exhibit D – Contractors Insurance Requirements

Exhibit A – Proposal Response Sheet

The undersigned, having carefully read and considered the Request for Proposal to provide services as specified in this RFP for Smithfield City, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions outlined in the proposal. Services will be performed at the rates outlined in the said proposal.

OFFEROR

Company Name: _____

Doing business as: ☐ **an individual** ☐ **a partnership** ☐ **a corporation** ☐ **a limited liability company** (mark appropriate box), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone _____

E: mail Address _____

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. _____ or Social Security No. _____
(Corporation or Partnership) (Individual)

Contractor License No. _____

I authorize Smithfield City to send further correspondence that the City deems to be of urgent nature related to this RFP.

Signature: _____

Title: _____ Date: _____

Exhibit B – Non-Collusion Affidavit

Proposal for reroofing and anchoring Services for Smithfield City.

I state that I am _____ (title) of _____ (Name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____ (Name of my firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important and will be relied on by Smithfield City in awarding the contract for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Smithfield City of the true facts relating to the submission of proposals for this contract.

(Signature)

(Printed Name)

(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 2015.

(Notary Public)

My Commission Expires _____

Exhibit C – Proposal Price Sheet

Provide a price for the following options.

PRICE SHEET – OPTION # _____

Re roofing and anchorage project:

Bid

Lump Sum for all work (per plan): \$_____.

(Addition Costs): \$_____.

Exhibit D– CONTRACTOR’S INSURANCE REQUIREMENTS:

- A. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR’S performance and furnishing the Work and CONTRACTOR’S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
1. Claims under workers’ or workmen compensation, disability benefits and other similar employee benefits acts;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR’s employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of a person other than CONTRACTOR’s employees;
 4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;
 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
 6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
 7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph A shall include the specific coverages and be written for not less than the limits of liability and coverages provided herein, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days’ prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

INSURANCE AND BOND REQUIREMENTS

The Contracting party shall procure and maintain for the duration of the contract, insurance and bonds against claims or liability which arises out of or in connection with the performance of the work hereunder by the Contracting party, his agent, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's bid or proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits not less than:

1. **GENERAL LIABILITY:** \$2,000,000 combined single limit per occurrence, personal injury and property damage, \$3,000,000 aggregate. Broad form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$3,000,000. Limits to apply to this project individually.
2. **PROFESSIONAL LIABILITY:** \$1,000,000 per occurrence, \$2,000,000 aggregate coverage is required.
3. **AUTOMOBILE LIABILITY:** \$1,000,000 per occurrence. "Any Auto" coverage is required.
4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$1,000,000 per occurrence.
5. **PAYMENT and PERFORMANCE BONDS:** If this is a construction contract, contracting party shall provide payment and performance bonds in a form acceptable to the City and in full amount of the contract.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% of the policy limits must be declared to and approved by Smithfield City. At the option of Smithfield City, either (1) the insurer may be required to reduce or eliminate such deductibles or self-insurance retention as respects Smithfield City, its officers, officials, and employees; or (2) the Contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to promptly disclose to Smithfield City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to constrain, the following provisions:

I. General Liability and Automotive Liability Coverages

A. Smithfield City, its officers, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the Contracting party; products and completed operations of the Contracting party; premises owned, leased, hired or borrowed by the Contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Smithfield City, its officers, officials, employees or volunteers.

B. The Contracting party's insurance coverage shall be a primary insurance as respects to Smithfield City, its officers, employees or volunteers. Any insurance or self-insurance maintained by Smithfield City, its officers, officials, employees or volunteers shall be in excess of the Contracting party's insurance and shall not contribute with it.

C. Any failure to comply with reporting provisions of the policies shall not affect coverage⁴ provided to Smithfield City, its officers, officials, employees or volunteers.

D. The Contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

II All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Smithfield City.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A. M. Best rating of not less than A-: IX, and in the limits as listed in this document, unless approved by the City Manager.

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Smithfield city with certificates of insurance and with

original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to Smithfield City before work commences. Smithfield City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. **SUBCONTRACTORS**

Contracting party shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.



SMITHFIELD HISTORICAL MUSEUM
REEROOFING

102 S. MAIN STREET, SMITHFIELD, UT

CARTWRIGHT PROJECT #	122044
DATE	03/15/2022
DRAWN BY	CW
CHECKED BY	CW
APPROVED BY	CW
REVISIONS	
Δ	DATE DESCRIPTION

