REQUEST FOR PROPOSAL RFP 9-003
TO PROVIDE SERVICES
FOR
TESTING AND SPECIAL INSPECTION OF
CONSTRUCTION MATERIALS

For the Construction
of
Mound Fort Jr. High
Innovation Center
1396 Liberty Avenue, Ogden UT 84404
Anticipated Start Date November 2018
And
Health and PE Facilities at
Ben Lomond High School
1080 9th Street Ogden, UT 84404
Anticipated Start Date
February 2019
And
Other various construction projects that start over the
next 18 months.

RELEASE DATE: September 18, 2018

DUE DATE: October 2, 2018
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A. Intent of Request for Proposal
The purpose of this request for proposals is to solicit sealed, competitive proposals from qualified firms or individuals to provide testing and inspection services of construction materials. Ogden School District (OSD) may use part or all of the services listed in this RFP. OSD may also offer multiple awards for this solicitation.

B. Eligibility Requirements
In order to be eligible to respond to this RFP, the proposer must meet all of the following qualifications:

1. Licensed. The proposing firm must be properly licensed to conduct business in the State of Utah.

2. Non-Discrimination. The proposer must comply, at all times during the bidding and contracting period, with all applicable Federal, State, County, and City anti-discrimination laws, ordinances, rules, and regulations. Any violations of this provision shall be considered a violation of a material provision of the audit contract and shall be grounds for cancellation, termination or suspension.

C. Other Requirements
1. Conform to Response Form Guidelines. All proposed information must be submitted on the Proposal Response forms found in Section IV.

2. Proposals Submitted in a Timely Basis. Proposals must be submitted in a timely basis. All proposals must be sealed and submitted with five (5) hard copies and 1 (one) electronic copy (electronic copy can be by either on a flash drive or by email) (you may also submit 1 redacted copy but must include an electronic version of it as well) to the Purchasing Department by Tuesday, October 2, 2018 @ 2:00 p.m. Mountain Daylight Time at the following address:

   Ogden School District  
   1950 Monroe Blvd.  
   Building #1 Room 210  
   Ogden, Utah 84401

   All proposals must be labeled RFP 9-003. Any proposals received after the deadline will be deemed unresponsive and will not be considered for evaluation. **Faxed copies will not be accepted.**

D. Written Agreement
The selected firm or firms must enter into a written contract with the Ogden School District to provide all services required by this RFP.

E. Contract Period
This agreement shall commence on the date of RFP acceptance by the Ogden School Board of Education and continue for three years or until project completion.
F. Termination Rights

The contract shall provide that the Ogden School District has the right to cancel without cause at any time by written notice within thirty (30) days of its intent to terminate the contract.

G. Proposal Calendar

It is anticipated that the following schedule will be followed:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 18, 2018</td>
<td>RFP Released</td>
</tr>
<tr>
<td>September 27, 2018</td>
<td>End of Q&amp;A</td>
</tr>
<tr>
<td>October 2, 2018</td>
<td>Proposals must be received in the Purchasing Office</td>
</tr>
<tr>
<td></td>
<td><strong>no later than 2:00 p.m. Mountain Daylight Time</strong></td>
</tr>
<tr>
<td></td>
<td>Proposals must be signed by an official of the firm authorized to bind the firm and proposed terms apply for a period of sixty (60) days from the date of receipt.</td>
</tr>
<tr>
<td>October 25, 2018</td>
<td>Recommendation given to the Board of Education for approval.</td>
</tr>
</tbody>
</table>

H. Evaluation Criteria

The following criteria and weighing will be used to evaluate the proposal. The more complete the information the higher the possible score. The award will be made to those scoring highest on the following criteria:

1. **15% Responsiveness** - The completeness and conformity of the proposal response to the RFP requirements. Including but not limited to:
   - Schedule A – Complete
   - Schedule B – Complete
   - Schedule C - Complete
   - Schedule D - Complete

2. **25% Organization** - The administrative and functional structure including personnel, respondent’s ability to perform, and the number of personnel committed to each project and response time after first request, and the description of the proposers local facilities and capability to comply and meet schedules.

3. **25% Experience/Expertise** - This includes the technical qualifications and work
experience of key personnel assigned to work with the District. This also includes past experience on similar projects. (Schedule C)

4. **35% Cost** - This includes the costs to furnish supervision, labor, supplies and services involved with testing and inspection services of construction materials. These costs for site work, concrete, masonry, structural steel, fireproofing reporting and other costs, will be as requested by the district, and are listed as part of this RFP. (Schedule E) **Must be submitted in a separately sealed envelope.**

I. **Ogden School District Contacts**
   For a copy of the DD set of either project, you may email Darwin Smith @ smithdar@ogdensd.org. All other inquiries relative to this Request for Proposal must be submitted in writing through SciQuest, https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah. Questions must be submitted by noon on September 27, 2018. No other District Employee, Board Member, or evaluation committee member should be contacted concerning this RFP during the selection process. Failure to comply with this requirement may result in disqualification.

J. **Right of Rejection** –
   The Ogden School District Board of Education reserves the right to reject any and all proposals or to waive any non-statutory informality. The Board of Education further reserves the right to make the contract award deemed by the School District to be in the best interest of the District. The Board's decision to accept or reject the contract shall be final.

K. **Addendum to RFP**
   If it becomes necessary to revise this RFP in whole or in part, an addendum will be posted on SciQuest.

L. **Firm Proposal**
   Proposals must be signed by the contractor’s authorized official binding the RFP and the contractor for a period of sixty (60) days from the date of receipt.

M. **Inspectors Certifications and Licenses**
   Provide a copy of the certification certificate and license of all inspectors that are proposed to be use on this project.

II. **PROPOSED SERVICES**

   A. **Description**
      The services to be provided consist of all testing of materials and special inspections in accordance with the contract documents, the International Building Codes, and ASTM E29. Conditions of the site may adjust quantities of test required. A laboratory-testing program shall be required to provide sufficient data for proper
engineering analysis.

B. **Site work**
   Work shall consist of:
   1. Soil sampling and proctor tests on said samples.
   2. Nuclear density tests on sub grades fill material, and backfill materials as placed.
   4. Asphallic concrete pavement coring and testing to verify thickness and density of paving sections and density testing.

C. **Concrete**
   Work shall consist of:
   1. Slump tests – one at point of discharge for every three (3) loads, of each class of concrete placed in any one day.
   2. One set of four (4) cylinders, cast by testing agency, for each one hundred (100) cubic yard, or fraction thereof of each class of concrete placed in any one day.
   3. Air entrainment tests – one for each set of cylinders cast.
   4. Concrete temperature – tested hourly when air temperature is below 40 degrees F. or above 80 degrees F., each time a set of cylinders is cast.
   5. Compressive strength tests – test one (1) cylinder at seven (7) days, two (2) cylinders at twenty-eight (28) days, and one (1) cylinder shall be retained in reserve for later testing if required.

D. **Masonry**
   Work shall consist of:
   1. Compression testing of grouted prisms – for each type of wall construction and from each five thousand (5000) square feet of wall area, in accordance with ASTM E447; method B, test one set of six (6) prisms. Test three (3) prisms at seven (7) days and three (3) prisms at twenty-eight (28) days.

E. **Structural Steel**
   Work shall consist of:
   1. Visual inspection of all welding to include, but not limited to, Structural Steel, Joists and Deck. Any non-destructive examining deemed necessary by OSD School Building Official. Confirming the qualification of welder’s procedures.
   2. Verify welder’s qualification; provide visual inspections of welding work. Assuring adequacy and quality of welds for both shop and field welding.
   3. All inspection of the proper installation of Bolts and Nuts.

F. **Reports**
   Work shall consist of:
   1. Provide a comprehensive testing plan. Outline testing and report distribution procedures. Include an organizational chart and resumes of personnel involved with the project. Upon approval by the District, this plan shall be given to the
construction manager/general contractor for incorporation into the overall project manual.

2. Verbal results of field tests and daily observation reports shall be given immediately to the on-site District representative and construction manager/general contractor.

3. **Typed reports on all inspections must be delivered by the 5\textsuperscript{th} of each month to Ogden School District. All reports will be to the attention of Darwin Smith.** Provide a sample of the report form.

G. **Schedule**

The successful bidder shall review and familiarize themselves with the construction manager/general contractor’s project schedule as it pertains to the performance of their work.

III. **INSURANCE**

To protect against liability, loss and/or expense arising in connection with the performance of services described under this Engineer’s Agreement, the Engineer shall obtain and maintain in force during the entire period of this Engineer’s Agreement, at its own expense, the following insurance from insurance companies authorized to do business in the State of Utah and rated “A” or higher with a financial size category of (a) Class X or larger where the applicable Construction Budget is $1,000,000 or greater; or (b) Class VII or larger where the applicable Construction Budget is under $1,000,000. An exception to the above-stated rating and financial size category requirements is for the professional liability insurance referred to (1) below, in which case the rating must be “B” or better with a financial size category of Class VIII or larger. All said ratings and financial size categories shall be as published by A.M. Best Company at the time this Engineer’s Agreement is executed.

1. **Engineers Professional Liability Insurance.** The engineer shall maintain a per occurrence, annual aggregate policy limit based on the following chart:

<table>
<thead>
<tr>
<th>Construction Budget</th>
<th>Minimum Liability Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,000,000 and over</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>$10,000,000 and above, but under $15,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>$5,000,000 and above, but under $10,000,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>$2,500,000 and above, but under $5,000,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>Under $2,500,000</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

Unless project specific insurance is required by the Owner, the coverage may be written under a practice policy with limits applicable to all projects undertaken by the firm but must be maintained in force for the discovery of claims for a period of three (3) years after the date final payment is made to the Engineer under this Engineer’s Agreement. All policies provided by the Engineer must contain a “retroactive” or “prior-
acts” date which precedes the earlier of either, the date of the Engineer’s Agreement, or the commencement of the Engineer’s services. The Engineer’s policy must also include a contractual liability endorsement applicable to the indemnity provision contained under this Engineer’s Agreement.

The contractor shall purchase and maintain such insurance as will protect him from claims under workmen’s compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the contractor’s operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater, and shall exclude contractual liability insurance as applicable to the contractor’s obligations.

IV. PROPOSAL RESPONSE FORMS

A proposer must use the following schedules, or copies thereof, in submitting a proposal. The schedules must be completed in their entirety. Other materials that support these schedules may be included in the proposal document.

- Schedule A. Certification of Proposal
- Schedule B. Organization/Construction Team
- Schedule C. Experience/Expertise
- Schedule D. References/Past Performance
- Schedule E. Construction Cost (Must be submitted in a separately sealed envelope)
CERTIFICATION OF PROPOSAL

We have read the Ogden School District Request for Proposal and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the proposal requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by the Ogden School District.

We further certify that, since the receipt of this RFP, no contact, discussion, or negotiation has been made nor will be made regarding this proposal for construction services for materials testing and special inspection services proposal with any Ogden School District employee or board member other than the listed contact people in the RFP. We understand that any such contact could disqualify this proposal.

We further certify that we are properly licensed to conduct business within the scope of this RFP, in the State of Utah.

We certify that all schedules and addenda contained herein shall be considered part of the entire RFP response and that the complete document submitted shall be considered a legally binding document.

________________________________________
Submitted by:

________________________________________
Firm Name

________________________________________
Authorized Signature

________________________________________
Name and Title

________________________________________
Telephone

________________________________________
Date
Schedule B

ORGANIZATION

Entity Name __________________________________________________________

Principal Name/Title ________________________________________________

Address ____________________________________________________________

Phone ________________________ Fax ________________________________

History/Profile of proposer or proposer's firm

Description of Administration

Local Facilities/Quality Control Procedures

*If additional space is needed, please attach to this document
Number of Local Staff

Geotechnical Engineers & Level of Certification

Civil Engineers & Level of Certification

Special Inspectors & Level of Certification

Laboratory Technicians & Level of Certification

Chemist & Level of Certification

Support Staff & Level of Certification

*If additional space is needed, please attach to this document
ORGANIZATION (Cont’d)

List number of on-site staff that may be committed to the following projects, and maximum lead time to return lab data (i.e. for a seven (7) day concrete break test, provide hours per days for test data being delivered to jobsite.

<table>
<thead>
<tr>
<th></th>
<th>Concrete</th>
<th>Masonry</th>
<th>Site work</th>
<th>Structural Steel</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Time Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part Time Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td># of hours/days</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>for lab data</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivered to job site.</td>
<td></td>
<td></td>
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</tbody>
</table>
EXPERIENCE/EXPERTISE

This includes the qualifications and work experience/expertise of key personnel assigned to work with the District, references, and company history.
*If additional space is needed, please attach to this document
REFERENCES/PAST PERFORMANCE

List the name of the client, location, contact, phone number, and years of service (if applicable).
We, the undersigned, hereby propose to furnish all supervision, labor, materials, tools, equipment, supplies, services, insurance, transportation, and other incidental requirements necessary to perform the work, in accordance with the RFP for Testing and Special Inspection of Construction Materials dated ___________ 2018, for the following cost per test, which will be held firm for the duration of the contract period.

*Costs per test shall include all costs related to the performance of the test including but not limited to, field technician, materials, equipment, vehicles, travel, lab work, and reporting.*

### A. SITEWORK

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost Per Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proctor tests</td>
<td>$_________</td>
</tr>
<tr>
<td>2. Nuclear density</td>
<td>$_________</td>
</tr>
<tr>
<td>3. Asphalt concrete coring and testing</td>
<td>$_________</td>
</tr>
</tbody>
</table>

### B. CONCRETE

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost Per Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Slump tests</td>
<td>$_________</td>
</tr>
<tr>
<td>2. Set of cylinders cast by testing agency, including pick-up, and curing of cylinders</td>
<td>$_________</td>
</tr>
<tr>
<td>3. Air entrainment tests</td>
<td>$_________</td>
</tr>
<tr>
<td>4. Concrete temperature</td>
<td>$_________</td>
</tr>
<tr>
<td>5. Compressive strength</td>
<td>$_________</td>
</tr>
</tbody>
</table>
C. MASONRY

1. Prism tests based on set of prisms cast by masonry contractor. Cost Per Test

   $________

D. STRUCTURAL STEEL

1. Welding inspections Cost Per Hour of Testing

   $________

2. Bolts and Nuts $________

3. Non destructing examining Cost Per Test

   $________

F. REPORTS

Costs of reports, printing, postage, etc., will not be reimbursed separately but rather shall be included in the cost of tests listed above.

We acknowledge receipt of the following Addenda and have included their provisions in our proposal:

Addendum No.______/______/______ Dated ________________