



RFP24-011

Hillcrest Elementary Testing and Special Inspection of Construction Materials

**Required Method is to Submit Electronic Copies through the Utah Public
Procurement Place U3P - SciQuest**

Due by 2:00 p.m. MST on February 2, 2024

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Ogden School District Purchasing Department
1950 Monroe Boulevard, Bldg #5
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OGDEN SCHOOL DISTRICT
RFP24-011 - Hillcrest Elementary Testing and Special Inspections of Construction
Materials

REQUEST FOR PROPOSAL

I. INTENT OF REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (RFP24-011) is to solicit sealed, competitive proposals from qualified firms or individuals to provide testing and inspection services of construction materials for the Ogden School District (OSD) Hillcrest Elementary Rebuild Project that was approved December 14, 2023. This RFP is designed to provide interested companies with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data.

II. ELIGIBILITY REQUIREMENTS

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

A. Licensed

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

B. Non-Discrimination

The proposing firm 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.

III. GENERAL INFORMATION

A. Bid Information

All bid documents, including drawings, and addenda will be available on Utah Public Procurement Place U3P (SciQuest). Proposal information shall be submitted on the Proposal Response Forms shown in Section VII.

B. District Contacts

Bidders shall not unduly contact or offer gifts or gratuities to owners, users, or selected committee members in an effort to influence the selection process. This prohibition applies before the bidding documents are issued as the project is developed, and extends through the award of a contract. Failure to comply with this requirement may result in a disqualification.

C. Inquiries

All inquiries relative to this RFP must be submitted through SciQuest and will be answered through SciQuest up to the Q & A deadline.

D. Addendum to RFP

If it becomes necessary to revise this RFP in whole or in part, an addendum will be posted on SciQuest. Firms who obtained this RFP by download are required to check SciQuest for any addenda.

E. Right of Rejection

The Ogden School District Board of Education (the Board) reserves the right to reject any and all proposals or to waive any non-statutory informality. The Board further reserves the right to make the contract award deemed by the Chief Procurement Officer of the District to be in the best interest of the District. The Board's decision to accept or reject the proposal shall be final. Furthermore, the District reserves the right not to award a contract to a firm where it has determined the firm may not have the capability to perform based on current Ogden School District project(s) that are not on schedule and/or over budget.

F. Contract Award

Once the Board has approved a recommended firm or firms, contracts may be awarded on a project by project basis or all projects together.

G. Contract Terms and Conditions

The contract must be performed in accordance with the District's Standard Terms and Conditions. The selected firm or firms must enter into a written contract with the Ogden School District to provide all services required by this RFP.

H. Contract Termination

The Board reserves the right to use the next lowest responsive and responsible firm in the event the original awardee of the project cannot fulfill their contract. The next lowest firm's prices must remain the same as originally bid and must remain secure for the duration of the contract.

I. Contract Period

This agreement shall commence on the date of the RFP award posting on SciQuest and continue for three (3) years or until the listed projects are completed.

IV. PROPOSED SERVICES

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 tests required. A laboratory-testing program shall be required to provide sufficient data for proper engineering analysis.

A. Site Work

Work shall consist of:

1. Soil sampling and proctor rests on said samples.

2. Nuclear density tests on subgrade fill material, and backfill materials as placed.
3. Visual inspection of fill, subgrade preparation, and backfill operations.
4. Asphaltic concrete pavement coring and testing to verify thickness and density of paving sections and density testing.

B. Concrete

Work shall consist of:

1. Slump tests - one at point of discharge for every three (3) loads, or 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° Fahrenheit or above 80° Fahrenheit, 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.

C. Masonry

Work shall consist of compression testing of grouted prisms - for each type of wall construction and from each of five thousand (5,000) 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.

D. 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 examination deemed necessary by the District 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.

E. 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 5th of each month to the District Attention: Logan Murphy for all previous months reports. Provide a sample of the report form.

F. 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.

V. 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 (◆) 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 the Engineer’s Agreement is executed.

- ◆ Engineers Professional Liability Insurance. The Engineer shall maintain a per occurrence, annual aggregate policy limit based on the following chart:

<u>Construction Budget</u>	<u>Minimum Liability Coverage</u>
\$15,000,000 and over	\$2,000,000
\$10,000,000 and above, but under \$15,000,000	\$1,000,000
\$5,000,000 and above, but under \$10,000,000	\$ 500,000
\$2,500,000 and above, but under \$5,000,000	\$ 250,000
Under \$2,500,000	\$ 250,000

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 the 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 it 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 it 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 obligation.

VI. SUBMITTING YOUR PROPOSAL

- A. Proposals must be submitted in a timely manner. The proposal and any supplemental information must be received by the Ogden School District Purchasing Department by 2:00 pm MST on Friday, February 2, 2024. This shall be accomplished by the submitting firm uploading one (1) electronic copy of the proposal through Utah Division of Purchasing Public Procurement Place U3P's (SciQuest) online submission portal.
- B. Proposals must be signed by the firm's authorized official binding the proposal and the firm for a period sixty (60) days from the date of receipt.
- C. Provide a copy of the certification certificate and license of all inspectors that will provide services under this RFP.
- D. Delivery means and methods for the submission of the qualification offerings are the sole responsibility of the proposing firm. All preparation costs and any associated activities related to this bid are the sole responsibility of the proposer. The District is not liable for any costs incurred throughout the entire selection process.
- E. All information requested must be completed and submitted by the date and time listed in SciQuest. Proposals received after that will be deemed non-responsive. Hand-delivered, faxed or emailed bids will not be accepted.
- F. Each firm shall submit only one (1) proposal. Alternate or multiple proposals from a single firm are prohibited. Where multiple proposals are submitted, that firm may be deemed non-responsive.
- G. Any submitter may designate those portions of the proposals which contain trade secrets or other confidential matters that the Governmental Records and Access Management Act (GRAMA) would allow to be a protected record.

Any disclosure of submittals or portions thereof shall be in accordance with GRAMA and State law. A completed Claim of Business Confidentiality Form and a redacted copy of the RFP submission shall be included with the Firm's RFP response and uploaded to SciQuest.

VII. 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 - Cost Proposal (must be submitted in a separate attachment)

VIII. EVALUATION CRITERIA

The committee will base their evaluation on the criteria and weighing listed below. The proposing firms must use the following schedules, or copies thereof, in submitting a proposal. The more complete the information, the higher the possible score. .

- A. 15 Points: Responsiveness
Including completeness of Schedules A, B, C, D.
- B. 25 Points: Organization
The administrative and functional structure including personnel, respondent's ability to perform, and the number of personnel committed to each project. Also, the response time after first request, and the description of the respondent's local facilities and capability to comply and meet schedules. (Schedule B)
- C. 25 Points: 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. (Schedules C & D)
- D. 35 Points: Cost Proposal
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 requested by the District and are listed as part of this RFP. (Schedule E must be included separately)

IX. PROPOSED CALENDAR (Subject to Modification)

It is anticipated that the following schedule will be followed for this RFP:

- Request for Proposal Released: January 24, 2024
- Deadline for Questions: January 31, 2024, 12:00 p.m.
- RFP Response Deadline: February 2, 2024, 2:00 p.m.
- Proposal Evaluation: February 2, 2024
- Contract Effective Date: February 5, 2024

X. QUESTIONS AND CONTACT INFORMATION

All questions should be directed to Ken Crawford and be received before Wednesday, January 31, 2024 at 12:00 p.m. Questions must be submitted electronically via SciQuest.

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

Contact with any other District employee or School Board Member during the proposed calendar period may be grounds for disqualification.

Schedule A

CERTIFICATION OF PROPOSAL

We have read RFP24-011 for Hillcrest Elementary Testing and Special Inspection of Construction Materials for the Ogden School District 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 District.

We further certify that, since the receipt of this RFP, no contact, discussion, or negotiations have been made nor will be made regarding this offering with any District employee or Board member. 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 (please print):	
Firm Name:	
Authorized Signature:	
Name and Title:	
Telephone Number:	
E-Mail Address:	
Date:	

Schedule B
ORGANIZATION

Entity Name:	
Principal Name/Title:	
Address:	
Phone:	E-Mail:

<u>History/Profile of Proposer or Proposer's Firm:</u>
<u>Description of Administration:</u>
<u>Local Facilities/Quality Control Procedures:</u>

If additional space is needed, please attach to this document.

Schedule B, continued

	Number of Local Staff	Level of Certification
Geotechnical Engineers		
Civil Engineers		
Special Inspectors		
Laboratory Technicians		
Chemists		
Support Staff		

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 day for test data being delivered to a job site).

	Concrete	Masonry	Site Work	Structural Steel	Other
Full Time Staff					
Part Time Staff					
No. of Hours/Day for lab data delivered to job site					

If additional space is needed, please attach to this document.

Schedule C

EXPERIENCE/EXPERTISE

This section should include 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.

Schedule D

REFERENCES/PAST PERFORMANCE

List the name of the client, location, contact, phone number, and years of service (if applicable.)

Reference 1	
Name of Client:	
Location:	
Contact Name:	
Contact Phone:	
Years of Service:	

Reference 2	
Name of Client:	
Location:	
Contact Name:	
Contact Phone:	
Years of Service:	

Reference 3	
Name of Client:	
Location:	
Contact Name:	
Contact Phone:	
Years of Service:	

Schedule D, continued

Reference 4	
Name of Client:	
Location:	
Contact Name:	
Contact Phone:	
Years of Service:	

Reference 5	
Name of Client:	
Location:	
Contact Name:	
Contact Phone:	
Years of Service:	

Reference 6	
Name of Client:	
Location:	
Contact Name:	
Contact Phone:	
Years of Service:	

If additional space is needed, please attach to this document.

Schedule E

(Must Be Submitted Separate From Other Required Documentation)

COST PROPOSAL

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 RFP24-011 for Hillcrest Elementary Testing and Special Inspection of Construction Materials dated January 24, 2024, 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.

Site Work	
	Cost Per Test
1. Proctor Tests	\$
	Cost Per Hour of Testing
2. Nuclear Density	\$
	Cost Per Test
3. Asphalt Concrete Coring and Testing	\$

Concrete	
	Cost Per Test
1. Slump Tests	\$
2. Set of cylinder cast by testing agency, including pick-up, and curing of cylinders	\$
3. Air Entrainment Tests	\$
4. Concrete Temperature	\$
5. Compressive Strength	\$

Masonry	
	Cost Per Test
1. Prism Tests based on Set of Prisms Cast by Masonry Contractor	\$

Structural Steel	
	Cost Per Hour of Testing
1. Welding Inspections	\$
	Cost Per Hour of Testing
2. Bolts and Nuts	\$
	Cost Per Test
3. Non-destructive Examining	\$

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

Schedule E, continued

(Must Be Submitted Separate From Other Required Documentation)

Firm Name:	
Authorized Signature:	
Name and Title:	
Date:	