



## COTTONWOOD HEIGHTS

1265 East Ft. Union Blvd., Suite 250  
Cottonwood Heights, UT 84047

### Request for Proposals

#### Historian

1. **Introduction.** The city of Cottonwood Heights, Utah (“*City*”) desires to enter into a contract with a qualified historian (the “*Consultant*”) to research and write an official history of Cottonwood Heights from 1847 when the pioneers first entered the Salt Lake valley until 1953. The history of Cottonwood Heights is quite unique, and its present-day boundaries include areas that were once several different communities, including Cottonwood, Big Cottonwood, Butler, Union, Granite, Poverty Flats, Danish Town, Emmaville and Gold City. The Cottonwood Heights Historic Committee (the “*Committee*”) has spent the last seven years collecting histories and other information written about the various areas that now make up the present City. Much of that information is from people’s memories or is anecdotal in nature, however, so that additional research will be required to sort fact from fiction, to provide accurate dates for significant events, to identify the early key residents of City, etc.

2. **Intent.** Although it is the intent of this Request for Proposals (this “*Request*”) to set forth the minimum acceptable requirements for responsive proposals, the scope of work in this Request is not comprehensive and all-inclusive, but rather is an attempt to generally describe the necessary characteristics. A mutually acceptable agreement prepared by the City Attorney will be signed by City and the selected Consultant detailing the final scope and parameters of the Project, completion timetable, interim reports, deliverables, etc.

3. **Detailed Description of Project.** The project (the “*Project*”) will include, at minimum, the work and services necessary to write an official history of Cottonwood Heights from 1847 until 1953, including completion of the following work by the selected Consultant:

- (a) Review all material already gathered by the Committee and determine the relevance of the material.
- (b) Conduct necessary research to verify accuracy of the information and conduct additional research as necessary to supplement what has been gathered.
- (c) Obtain all necessary releases for the use of pictures, personal histories, copyrighted information, etc.
- (d) Prepare a detailed outline of the history and submit it to the Committee for input and approval.
- (e) Submit a well-researched, written draft of the history to the Committee for input and approval.

- (f) Provide an edited, written history, ready for publication, as the final product which will become the property of Cottonwood Heights.

4. **Proposal Content and Instructions to Proposers.** A proposal submitted in response to this Request shall be in the format outlined below. Proposals should be clear and concise, and will be evaluated against the criteria listed below. Emphasis should be placed on specific qualifications. Include the following in the proposal:

- (a) *Relevant Experience.* Describe:

- (i) The proposer's experience with similar projects. Detail past and/or current experience doing historical research and provide examples of written historical research and a list of published articles and histories (which may be readily viewed by the City) by the proposer.

- (ii) A creative approach to completing the project and an understanding of the work to be done.

- (iii) Familiarity with the Cottonwood Heights' area history.

- (iv) Any experience serving as a member of a city or state historic committee.

- (b) *Education.* Describe all relevant education, degrees, etc. of the proposer.

- (c) *Special Qualifications.* Describe the unique or extraordinary skills or qualifications the proposer would bring to the Project. How would the selection of the proposer add value to and enhance the Project?

- (c) *Project Approach.* Outline the proposer's planned methodology to complete the Project, including timeline and work plan.

- (d) *References.* Submit a list of at least three references with addresses and current direct telephone numbers.

- (e) *Fees.* The proposed all-inclusive price constituting the maximum dollar amount that will be charged to City for the completed Project. Provide the fee proposal in a separate, sealed envelope marked "Fee Proposal from \_\_\_\_\_ (insert name of proposer) for Qualified Historian."

- (f) *Identification of Anticipated Potential Problems.* The proposal also should identify and describe any potential problems or recommendations with respect to the Project.

5. **Response Requirements.** Three bound copies and a CD of a pdf version of any response to this Request shall be submitted to City Recorder Kory Solorio at City's address specified above no later than 5:00 p.m. (Mountain Time) on **Friday, 30 January 2015**. Any response, modification or amendment received after that deadline is late. No late responses will be accepted and will be returned unopened. No electronic (facsimile, email, etc.) responses will be accepted. Printed materials shall be 8 ½" x 11", portrait format.

6. **Length.** The proposal shall not exceed 15 pages, not including dividers and covers. Submissions should be concise and targeted to the objectives of the Project. The Review Panel (defined below) will focus more on the conciseness, quality and relevance of the submission rather than its magnitude.

7. **Clearly Marked.** Each proposal must be clearly marked as: “*Proposal for Qualified Historian.*”

8. **Ownership.** All proposals shall become City’s property and are subject to the Government Records Access and Management Act, UTAH CODE ANN. 63G-2-101 *et seq.* Any proprietary information contained in the response must be clearly marked and delineated. *See, e.g.,* UTAH CODE ANN. 63G-2-309. City may release any information contained in the response that is not marked and delineated as proprietary.

9. **Schedule.** City anticipates the following schedule:

<b><u>Event</u></b>	<b><u>Date</u></b>
Request for Proposals Issued	31 December 2014
Response Deadline	30 January 2015, 5:00 p.m.
Selection of Finalist Proposer(s)	09 February, 2015
Finalist Proposers Interviewed (Optional)	16 February, 2015
Consultant Selected	20 February, 2015
Signed Consulting Agreement	01 March, 2015

10. **Evaluation and Selection Process.** City will select the Consultant on the basis of demonstrated competence, similar project experience, qualifications, fee structure, and the other information to be contained in responsive proposals. A selection committee or individual (the “*Review Panel*”), including at least one member of the Committee, will be appointed by City’s Manager (the “*Manager*”) to analyze the responses to this Request, to conduct any desired interviews, and to prioritize the proposers. Each proposal will be evaluated based on responsiveness to City’s needs and the award, if made, will be to the proposer who City, in its sole discretion, deems most responsive to the requirements of this Request and City’s needs. Proposers with previous experience with city histories are preferred. Subject to the foregoing, City anticipates selecting the Consultant using the following evaluation criteria:

Fees	30%
Relevant Experience	30%
Qualifications	15%
Project Approach	15%

City may make a final selection directly from the submitted proposals or may “short list” several proposers for additional submissions and/or presentations. Oral presentations may be required at City’s discretion. If oral presentations are required, then they will be scheduled after the Review Panel completes its analysis of the responses and will be made at the presenter’s expense.

The Review Panel also may choose to interview one or more proposers prior to making its recommendation. One or more proposers may be invited to interview with the City Manager (the “*Manager*”) and the City Council (the “*Council*”). The Manager will make the final selection of the Consultant in consultation with Council, selecting the proposer whose proposal is deemed to be most advantageous to City.

11. **Terms of Contracts.** The successful proposer will be required to enter into a comprehensive written agreement with City for the Project. The City Attorney, working with the selected proposer, will negotiate and draft such agreement, which will be in compliance with applicable laws, rules and regulations, and will contain such terms and conditions as City reasonably may require. If the selected proposer and the City Attorney are unable to negotiate an acceptable agreement, then another proposer will be selected by City and negotiation will continue with such other proposer until an acceptable agreement is completed.

12. **Suspension of Process, Etc.** City reserves the right to reject (in whole or in part) any and all responses to this Request; to amend, modify or waive any requirement set forth in this Request; and to accept any response deemed to be in the best interest of City, subject to legal requirements. Response to this Request is at the proposer’s sole risk and expense, and City shall not be liable for any cost associated with preparation by any party of any response to this Request. Although City anticipates selecting one of the proposers as the Consultant, there is no guaranty that any proposer will be selected as the Consultant or that the Project will be commenced or completed. City also reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in City’s best interest. In no event shall City have any liability for the cancellation of the award.

13. **Contact Person.** Any questions or requests for clarification must be submitted in writing to Linda Dunlavy, City’s deputy manager, by mail at the address specified above, by email at [ldunlavy@ch.utah.gov](mailto:ldunlavy@ch.utah.gov), or by facsimile at 801.944.7005. Such questions or requests must be received by 5:00 p.m. at least five business days before the submittal deadline. To assure consistent responses to questions or requests for clarification, proposers are instructed **not** to contact any other City officers (including elected officers) or employees. Ms. Dunlavy will endeavor to respond to any such request(s) for clarification or additional information and, if Ms. Dunlavy deems (in her sole and absolute discretion) that such response is of general applicability, then her response, if any, will be posted on City’s website at [www.cottonwoodheights.utah.gov](http://www.cottonwoodheights.utah.gov) (which will constitute a written response). Consequently, proposers to this Request are encouraged to review City’s website frequently.

15. **Insurance Coverage.** Insurance coverage will be required in accordance with the City’s standard requirements (attached). Each bidder should thoroughly examine such insurance requirements and be prepared to promptly provide appropriate proof of insurance if it is selected as the Consultant. Failure to meet the insurance requirements may result in cancellation of the bid acceptance.

16. **Intellectual Property Rights.** City shall own and retain all right, title and interest in and to all products of the Project, including the final written history as well as all drafts, notes, products of research, reports, documents, materials, ideas, concepts, know-how, specifications, plans, notes, drawings, designs, pictures, images, text, audiovisual works, data, information, graphics, designs, layouts and other items, expressions, works of authorship or work product of any kind that are authored, produced, created, conceived, collected, developed, discovered or made by the Consultant in connection with the Project or which relate in any manner to the Project or which result from any services produced or undertaken by the Consultant for City, including any and all intellectual property rights therein (collectively, the “*Work Product*”). To the extent applicable, City shall be deemed to be the “author” of all Work Product, and all Work Product will constitute “works made for hire” under the U.S. Copyright Act (17 U.S.C. §§ 101 et seq.), and any other applicable law. To the extent that any Work Product does not constitute a work made for hire, Consultant shall be deemed to have assigned to City all right, title and interest that Consultant may have or may hereafter acquire in all Work Product, including all intellectual property rights therein.

## Insurance Requirements for Parties Contracting with the city of Cottonwood Heights

The contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contracting party's bid.

### A. MINIMUM LIMITS OF INSURANCE.

The contracting party shall maintain limits no less than:

1. *Professional Liability*: \$2,500,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, including "tail coverage" for at least one year after completion of all services.
2. *Automobile Liability*: \$2,500,000.00 combined single limit per accident for bodily injury and property damage. "Any Auto" coverage is required.
3. *Worker's Compensation*: Worker's compensation limits as required by applicable law for all employees and other persons.
4. *Commercial General Liability*: \$2,500,000.00 combined single limit per occurrence for personal injury and property damage; \$2,500,000.00 annual aggregate. Broad Form Commercial General Liability is required (ISO 1993 or better). Personal injury, premises-operations, products-completed operation, independent contractors and subcontractors fire legal liability and, when appropriate, coverages for explosion, collapse and underground (XCU) hazards.

### B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles (5% limit), self-insured programs or retentions must be declared to and approved by the city of Cottonwood Heights (the "City"). At the option of the City, either: the insurer may be required to reduce or eliminate such deductibles or self-insured retentions as respect to the City, its officers, officials and employees; or 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.

The contracting party shall agree to promptly disclose to the 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 contain, the following provisions:

1. *General Liability and Automobile Liability Coverages.*

(a) The City, its officers, officials, employees and volunteers are to be covered as 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 the City, its officers, officials, employees or volunteers.

(b) The contracting party's insurance coverage shall be a primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the 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 coverage provided to the 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.

2. *Worker's Compensation and Employer's Liability Coverage.*

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for the City.

3. *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 (from the insurer) by certified mail, return receipt requested, has been given to the City.

E. ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII, unless approved by the Manager.

F. VERIFICATION OF COVERAGE.

The contracting party shall furnish the 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 provided before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS.

The contracting party shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

487248.1