



## ASPHALT, SAND AND GRAVEL - REQUEST FOR PROPOSAL



5/28/2021

Material Supply Contract

Ogden City Corporation is accepting sealed Proposals from material suppliers interested in providing asphalt, sand and gravel for various municipal projects. Ogden City has an ongoing need for materials for future projects.

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# Asphalt, Sand and Gravel - Request for Proposal

## OGDEN CITY CORPORATION

### I. INTRODUCTION

Ogden City Corporation is accepting sealed Proposals from material suppliers interested in providing asphalt, sand and gravel for various municipal projects. Ogden City has an ongoing need for materials for future projects including but not limited to the following items:

#### **Materials Provided**

- Road Base
  - 1" Road Base per UDOT Specifications
  - ¾" Untreated Road Base per APWA Standards
- Common Fill (per 2012 edition of the APWA)
  - 1-1/2 inch Crushed Rock (sewer rock)
  - Fill Sand (3/8" minus)
  - 3 inch minus Granular Borrow
  - 6 inch minus Granular Borrow
  - 3" Structural Fill
- Asphalt
  - UDOT State Specified Mix
  - ½" 64-34 – 15% maximum recycled asphalt
  - ½" 58-28 – 15% maximum recycled asphalt
  - ¾" 58-28 – 15% maximum recycled asphalt
  - ½" Custom/Commercial mix design
  - Winter Mix Asphalt
- Any additional special material considerations

\*Suppliers may submit on each section provided at their own facility.

\*\* See Exhibit A or contact Taylor Nielsen at [taylornielsen@ogdencity.com](mailto:taylornielsen@ogdencity.com) for the supply bidding sheet required for submittal.

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\*\*\* Price is based on pickup at the source by Ogden City personnel or as delivered by the supplier for one full truck.

**Important Information:**

- Suppliers submitting must have an office or representative in the Ogden area.
- Suppliers must list their own items and not subcontract other materials, sources or suppliers.
- Upon evaluation of Proposals, material suppliers receiving the highest scores within this area may be selected to supply materials for the City.
- Material services will be provided for a minimum period of one year.
- The contract will also allow the option of two one-year extensions if mutually agreed upon.
- Suppliers shall submit the following for each category of interest:
  - Five (5) sealed Proposals for *Asphalt, Sand and Gravel Material Supply*.

**II. PROPOSAL CONTENT**

**Asphalt, Sand and Gravel Supplier Information**

Each Proposal must include, as a minimum, the following information:

1. Name, address, email and telephone number of company submitting the proposal;
  - a. Include the name and contact information of the person designated as the firm's representative for the selection process.
2. Certificate of Insurance - Evidence of Insurability;
3. Exhibit A - List of materials the company supplies;
  - a. This must include the gradation, classification, and CBR.
4. Complete Fee Schedule or other items in which the supplier would like to be considered;
5. Supply location(s) along with what is provided at each area;
  - a. This should include the address,
  - b. Proximity from the Public Services Building at 133 West 29<sup>th</sup> Street,
  - c. What materials are supplied at this location and,
  - d. When the material is available (e.g. what is the seasonal availability?);
6. Material Submittals

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a. Asphalt

i. Quality Assurance:

1. Independent Laboratory: Submit names, certification levels, and years of experience of testing agency's field technicians that are assigned to the Work. Verify laboratory complies with ASTM standards.

a. See 2017 edition of the APWA for laboratory requirements.

2. Mixing Equipment: Submit certification of plant equipment.

i. Mix Design - Submit the following:

a. Date of mix design. If older than 365 days from date of submission, recertify mix design.

b. Asphalt cement source, type, chemical composition, and grade. Disclose if RAP aggregate is used in the mix.

c. Percentages of RAP, mineral filler, anti-strip, and recycle agent in the mix.

d. Temperature of mix at the source and at the site for optimum field compaction.

e. Target Grading Curve for aggregate.

f. Asphalt binder target percentage, dust to binder ratio, tensile strength ratio (moisture sensitivity), stability, flow and voids in the bituminous mix.

g. Aggregate physical properties (see APWA section 32 12 05 – Bituminous Concrete section 2.2). The information is for suitability of source and not for project control. A new report may be required if aggregate source is changed. Test results shall not be older than 455 days from the date of submission.

b. Common Fill

i. Gradation, Classification and CBR;

ii. All Borrow, Granular Borrow, and Granular Backfill Borrow, Sand, and Gravel must be per 2017 edition of the APWA standards, section 31 05 13 – Common Fill;

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iii. This includes the percent composition of reclaimed asphalt or concrete included in the mix.

7. Additional highlights of submitting firm;
8. Acknowledgment of receipt of addenda (if any).
9. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

\*Being selected and entering into an agreement does not guarantee supplier will be extended any specific amount of work.

\*\* Ogden City reserves the right to bid individual future projects separately rather than ordering materials from the suppliers.

Proposals are to be no longer than seven (7) pages. Double sided pages count as two (2) pages. Lab reports, gradation sheets, etc. do not count as a page if submitted at the end of the document.

### III. EVALUATION OF PROPOSALS

A team consisting of three (3) or more representatives from Ogden City will perform evaluations of the Proposals. Proposals will be evaluated/scored on quality, not quantity of materials supplied. The following criteria will be used to evaluate the proposals:

#### **Asphalt, Sand and Gravel**

1. Proximity of the firm's office to the Public Services Building as listed above;
2. Price Per Ton of Material Will-Call/Delivered;
3. Availability of material;
4. Familiarity with Ogden Staff, Projects, and Standards;
5. Past experience with Ogden City staff;
6. Additional highlights that company offers as part of their service;
7. Provided Fee Schedule as listed as Exhibit A (pass/fail);

Successful suppliers will be selected through a qualifications based selection process. A Selection Committee will evaluate each proposal according to the criteria set forth above. The Selection Committee will select suppliers based on the proposals received; no formal interviews are anticipated; however, the Selection Committee reserves the right to ask for

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interviews as needed. The City reserves the right to select a supplier whose submittal does not meet the above stated submittal requirements. The City reserves the right, and intends, to award contracts to at least one qualified applicant. The City may perform a due diligence process on the suppliers receiving the highest evaluations.

Incorrect information or reference will be taken into consideration when proposals are scored.

#### **IV. SUBMISSION OF PROPOSALS**

**No later than 2 PM, June 17, 2021**, proposers shall submit five (5) copies of the proposal in a sealed envelope. On the envelope, indicate your company's name and the RFP Name – "Asphalt, Sand & Gravel RFP".

If the Proposal is submitted by mail or other delivery service, it must be addressed to the Purchasing Office, 2549 Washington Blvd, Suite 510, Ogden UT 84401, and it must be received prior to the submission deadline.

The Proposal may also be hand-carried to the 1st Floor Information Desk (west entrance of the building) at the same address.

No facsimile or email submittals will be accepted.

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

City offices are closed on holidays.

#### **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Ogden reserves the right to accept or reject any submittal as it best serves convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from local, women and minority owned businesses and other disadvantaged business enterprises.

#### **V. GOVERNING INSTRUCTIONS**

This Request for Proposal will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

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## VI. CONTACT INFORMATION

For discussion of this RFP, please contact the office of the City Engineer:

2549 Washington Boulevard, Suite 760, Ogden, UT 84401 or TaylorNielsen@OgdenCity.com

*\*Please submit questions in writing to the location or email listed above.\**

The question-and-answer period ends at 3 PM on June 14, 2021.

## VI. INSURANCE REQUIREMENTS

The successful proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

- a. The amount of insurance shall not be less than:
  - i) Commercial General Liability: Minimum of \$3,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
  - ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
  - iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- b. Each insurance policy required by this Agreement shall contain the following clauses:
  - i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".
  - ii) "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and

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volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

- c. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:
  - i) "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.



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- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

## **VIII. GENERAL TERMS AND CONDITIONS**

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. Ogden City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.

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- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
  - H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
  - I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
  - J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers.

The selected company shall enter into a written agreement with Ogden City.

Ogden City reserves the right to cancel this Request for Proposal.

Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter contracts with more than one vendor.

- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder's webpage at: <https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

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**EXHIBIT A**

Item No.	Item	Price Per Ton (Will-Call)	Price Per Ton (Delivered)	Location(s)	Distance from Public Services Building (mi)	Availability (typical dates)
<b>Road Base</b>						
1	UDOT State Spec. Road Base					
2	3/4" Road Base					
<b>Common Fill</b>						
3	1-1/2" Crushed Rock (sewer rock)					
4	Fill Sand (3/8" minus)					
5	3" minus					
6	6" minus					
7	3" Structural Fill					
<b>Asphalt</b>						
8	UDOT State Spec. Asphalt Mix					
9	1/2" 64-34 (15% max RAP)					
10	1/2" 58-28 (15% max RAP)					
11	3/4" 58-28 (15% max RAP)					

12	1/2" Custom/Commercial					

Additional  
 Comments: \_\_\_\_\_  
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**Proposer's Information:**

\_\_\_\_\_  
 Name of Proposer, Title

\_\_\_\_\_  
 Firm's Name

\_\_\_\_\_  
 Authorized Signature & Date



**SUPPLY BIDDING SHEET**