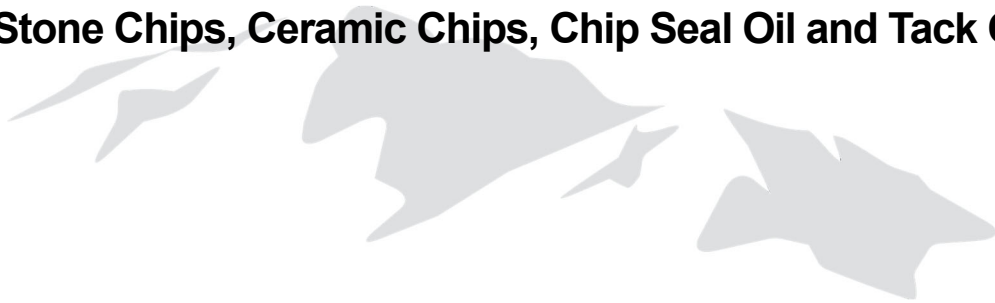




**OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL
(RFP)**

Stone Chips, Ceramic Chips, Chip Seal Oil and Tack Oil



Prepared by Vincent Ramos
Public Service Operations
March 3, 2022

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Stone Chips, Ceramic Chips, Chip Seal Oil and Tack Oil Material Supply Contract

Ogden City is requesting sealed proposals from qualified material suppliers interested in providing stone chips, ceramic chips, chip seal oil and tack oil for various municipal projects. Ogden City has an ongoing need for materials for future projects.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Responses to this RFP shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510, Ogden, Utah, **no later than 2 PM, March 23, 2022.**
LATE PROPOSALS WILL NOT BE ACCEPTED.

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

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

Published: March 5 & 12, 2022

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Stone Chips, Ceramic Chips, Chip Seal Oil and Tack Oil Material Supply Contract

I. INTRODUCTION

Ogden City Corporation is accepting sealed proposals from material suppliers interested in providing stone chips, ceramic chips, chip seal oil and tack oil for various municipal projects. Ogden City has an ongoing need for materials for future projects including but not limited to the following items:

Goals/Objectives

Ogden City strives to maintain needed material for future projects.

It is anticipated that this RFP process will result in one OR may result in multiple contract award. The RFP document will become part of the final contract. The contract will be issued for a one (1) year period with the possibility of two (2) one-year extensions each.

II. SCOPE OF WORK or SPECIFICATIONS

Ogden City Public Service Operations is accepting sealed proposals from material suppliers interested in being considered for providing stone chips, ceramic chips, chip seal oil and tack oil for future municipal projects. Suppliers must list their own items and not subcontract other materials, sources or suppliers.

Materials Provided

1. STONE ROAD CHIP – TYPE A

- Stone chips – Type A

- Must meet APWA Section 02786, Part 2
- Delivery as needed

2. LIGHTWEIGHT CERAMIC ROAD CHIP – TYPE A

- Lightweight ceramic chips – Type A
- Must meet APWA Section 02786, Part 2
- Delivery as needed

3. ROAD OIL CRS-2P

- CRS-2P chip seal oil with tanker delivery
- Must meet UDOT specification
- Price based on 10-hour workday and 4-day work week
- Based on 35 ton, per day minimum
- Delivery to various locations
- All bids should include standby or demurrage fees

4. CSS-1 TACK ROAD OIL

- Tack oil CSS-1 road oil
- Must meet APWA Section 02709
- Ogden City will pick up the oil in small quantities (50-900 gallons)

**All scales MUST be certified by the State of Utah within the last 12 months. Copy of certification must be received from successful vendor.*

***Suppliers must submit on each section provided at their own facility*

****See Exhibit A for the supply bidding sheet required for submittal*

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 a minimum of a one-year contract. 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:

- a. Five (5) sealed proposals for *Stone Chip, Ceramic Chip, Chip Seal Oil and Tack Oil Material Supply*

Ogden City shall not be held responsible for any oral instructions. Any changes to this Request for Proposal will be in the form of a written Addendum. Ogden City will not be responsible for any costs associated with consultants assembling and submitting any portion of this Request for Proposal.

Any firm wishing to limit access to proprietary information and content within the submitted proposal must complete and submit a Business Confidentiality Claim form along with the proposal.

III. PROPOSAL CONTENT

Stone chip, Ceramic Chip, Chip Seal Oil and Tack Oil Supplier Information

Each proposal must include, at a minimum, the following information:

1. List of materials the company supplies,
 - a. This must include the gradation, classification and CBR
2. 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
3. Evidence of insurability – Refer to City's insurance requirements
4. Complete Fee Schedule or the items listed 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 Service Building at 133 West 29th Street,
 - c. What materials are supplied at this location, and,
 - d. When the material is available (i.e. seasonal availability)
6. Material Submittals
 - a. 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
7. Additional highlights or services of submitting firm
8. Acknowledgement of receipt of addenda (if any)

**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.

For City record-keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:

- a. Submitted as loose leaf with binder clip
- b. Submitted in a regular 3-ring binder

Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

IV. EVALUATION OF PROPOSALS

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

Stone Chips, Ceramic Chips, Chips Seal Oil and Tack Oil

1. Proximity of the firm's office to the Public Service Building, listed above;
2. Price per ton of material to be picked up or delivered;
3. Availability of material;
4. Familiarity with Ogden City 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)

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

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further

consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person presentation by a proposer to supplement their written proposal.

Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

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.

V. SUBMISSION OF PROPOSALS

Firms shall submit (5) copies of the proposals in a one sealed envelope to the Purchasing Office **no later than 2 pm, March 23, 2022.**

On the envelope, indicate your company's name and the RFP name "Stone Chips, Ceramic Chips, Chip Seal Oil and Tack Oil"

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. 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.

LATE PROPOSALS WILL NOT BE ACCEPTED.

No facsimile or email transmittals 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.

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

Ogden City encourages and welcomes bids from women and minority owned businesses.

VI. CONTACT INFORMATION

For any questions related to this RFP, please contact the Streets Office at 133 West 29th Street, Ogden, UT, 84401 or GregWatkins@ogdencity.com copy Purchasing@ogdencity.com

The question-and-answer period ends at 3 PM on Monday, March 18, 2022.

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

Please check the City's Purchasing webpage for any published Q&A document(s) that might have already addressed your questions or concerns - <https://www.ogdencity.com/264/Purchasing>.

VII. RFP SCHEDULE

Ogden City will follow the timetable below. Ogden City reserves the right to modify the dates due to unforeseen circumstances. Revision of dates, specifically the RFP response deadline will result in an RFP amendment. Amendments will be published in the City's Purchasing webpage - <https://www.ogdencity.com/264/Purchasing>.

EVENT	TARGET DATE
Open RFP Process	March 3, 2022
1 st Ad – Standard Examiner	March 5, 2022
2 nd Ad - Standard Examiner	March 12, 2022
Last day for Q&A	March 18, 2022; No later than 3 PM
RFP Response Deadline	March 23, 2022; No later than 2 PM
Committee Review and Selection process	Week of March 28, 2022
Contract Start Date	May 1, 2022

VIII. 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 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.
- 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.

IX. 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.
- 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>

X. ADDITIONAL INFORMAITON

Price Guarantee: All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.

Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.

Any adjustment or amendment to the contract will not be effective unless approved by Ogden City.

Price Reductions: It is understood and agreed that the City will be given the immediate benefit of any decrease in the market, or allowable discount.

Contractor will only be allowed to invoice for the cost of services/goods in compliance with his/ her proposal as accepted by Ogden City Corporation.

- A. Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, and address of service location or delivery address.
- B. Upon the Award of Contract, Contractor may receive a request to process payments electronically.
- C. If offered by Contractor, Ogden City seeks a discount for early payment. The City shall only take such a discount if earned.
- D. Invoices shall be sent to the following address:

Ogden City Corporation
c/o Public Services Operations Division
133 W 29th Ogden, UT 84401

XI. GOVERNING INSTRUCTIONS

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

**EXHIBIT A
FEE SCHEDULE**



Stone Road Chip Type A

QTY	Description	Unit	Total
4,000 Tons Plus or Minus	Stone Chips Type A Must Meet APWA Section 02786 Part2 FOB Ogden City Stock Pile – TBD (city-wide, as needed). Delivery as needed.	\$ ton	\$

Light Weight Ceramic Road Chips Type A

QTY	Description	Unit	Total
2,000 Cubic Yards Plus or Minus	Light Weight Ceramic Chips Type A Must Meet APWA Section 02786 Part 2 See Package FOB Ogden City Stock Pile – TBD (city-wide, as needed). Delivery as needed.	\$ CY	\$

Road Oil CRS-2P with Delivery

QTY	Description	Unit	Total
500 Ton Plus Or Minus	CRS-2P Chip Seal Oil With Tanker Delivery CRS-2P with UDOT specification. Price should be based on 10 hour work day AND 4 day work week. Based on a 35 ton per day minimum delivered to various locations within Ogden City. Anticipated placement of oil June 2019 – May 2022 (weather permitting). All bids should include stand-by or Demurrage fees.	\$ Ton	\$

CSS-1 Tack Road Oil

QTY	Description	Unit	Total
75 Tons PLUS OR MINUS	Tack Oil CSS-1 Road Oil Per Section 02709 APWA. Oil will be picked up in small quantities (50-900 gallons) FOB Plant. Ogden City will haul as needed. Bid must be good for one year, with option of two year extension, and oil must be available year-round.		

All Scales MUST Be Certified BY THE State Of Utah Within The Last 12 Months. Copy Of Certification Must Be Received From Successful Vendor.

This Is a Requirements Contract

This contract is for an indefinite quantity of supplies or service. Ogden City reserves the right to take bids separately if the Procurement Officer approves a finding that the supply or service under this contract will not meet the non-recurring needs of the city.

To Be Considered Responsive

All bids/quotations must be submitted on the forms provided by Ogden City Corporation. All of the quotation sheets must be completed, especially the unit price.

Submitted By:

Company

Print Name & Title

Address

Signature

Telephone Number

Date