

CITYWIDE

100

REQUEST FOR PROPOSAL CRUSHED, NATURAL, AND RECYCLED AGGREGATE

SPECIFICATION NO. CT22-0008F



City of Tacoma CITYWIDE



REQUEST FOR PROPOSALS CT22-0008F Crushed, Natural, and Recycled Aggregate

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 26, 2022

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, <u>bids@cityoftacoma.org</u>, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:
bids@cityoftacoma.org
Maximum file size: 35 MB. Multiple emails may be sent for each submittal.
By Carrier:
If possible, please include a flash drive of your full submittal.
City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35 th Street Tacoma, WA 98409
In Person:
If possible, please include a flash drive of your full submittal.
City of Tacoma Procurement & Payables Division Tacoma Public Utilities Administration Building North Guard House (east side of main building) 3628 S 35 th Street Tacoma, WA 98409
By Mail:
If possible, please include a flash drive of your full submittal.
City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007

Bid Opening: Held virtually each Tuesday at 11AM. Attend <u>via this link</u> or call 1 (253) 215 8782. Submittals in response to a RFP will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to <u>www.TacomaPurchasing.org.</u>

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at <u>www.TacomaPurchasing.org</u>.

- <u>Register for the Bid Holders List</u> to receive notices of addenda, questions and answers and related updates.
- Click here to see a list of vendors registered for this solicitation.

Pre-Proposal Meeting: A pre-proposal meeting will not be held.

Project Scope: To establish convenience contract(s) to provide for as-needed purchases of crushed, natural, and recycled aggregate for the City of Tacoma, Street Operations Division. This contract is to be in effect for three (3) years, with options to renew for two (2) additional one-year periods.

Estimate: N/A

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit <u>our Minimum Employment Standards Paid Sick</u> <u>Leave webpage</u>.

Americans with Disabilities Act (ADA Information: The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at <u>ghimes@cityoftacoma.org</u>, or by calling her collect at 253-591-5785.

Title VI Information:

"The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Tina Eide, Senior Buyer by email to <u>teide@cityoftacoma.org</u>

Protest Policy: City of Tacoma <u>protest policy</u>, located at <u>www.tacomapurchasing.org</u>, specifies procedures for protests submitted prior to and after submittal deadline.



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

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RESPONDENTS'S CHECK LIST

This checklist identifies the documents to be submitted. Proposals received without this information may be considered non-responsive and may not be considered for award.

The following information is to be included in your proposal:

Price Proposal Page 1 - Price List - to include delivered and pickup prices	
If applicable, Price Proposal Page 2 for City of Tacoma Custom Aggregate Material Page 2 (Optional)	
Signature Page (Appendix A)	
Sustainability Information (Appendix B)	

PURPOSE AND REQUIREMENTS

PURPOSE

The purpose of this specification is to establish convenience contract(s) to provide for asneeded purchases of crushed, natural, and recycled aggregate for the City of Tacoma (City). In addition we would also like pricing on City of Tacoma Custom Aggregate materials you can provide (Price Proposal Page 2) as part of this convenience contract.

This contract is intended to be used for stockpiling for use as needed and not used for prevailing wage jobs.

REQUIREMENTS

Please provide a rate sheet of all aggregate material and related services at the expected City of Tacoma rates. Your price list should include pricing for both delivery and pickup. All deliveries will be made within the City of Tacoma limits.

If your rate sheet is based on an award of a competitively solicited contract for a public agency that is available please provide that information on Price Proposal Sheet 1.

Please include a price proposal for any City of Tacoma Custom Aggregate Materials you provide. (Optional)

Aggregate Source

Respondents are to provide on their price sheets the aggregate source code. The aggregate source code can be found using this link:

http://www.wsdot.wa.gov/Business/MaterialsLab/default.htm

Except as noted below, materials supplied by this contract shall meet the description and performance criteria as set forth in the 2022 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction.

9-03.9(3)

The first sentence of the third paragraph is revised to read:

The fracture requirement shall be at least two fractured face and will apply to the combined aggregate retained on the No. 4 sieve in accordance with FOP for AASHTO T 335. In addition to the crushed, natural, and recycled aggregate materials identified in the 2022 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, the City also has a need for customized crushed aggregate blends as identified below.

OPTIONAL CITY OF TACOMA CUSTOM AGGREGATE MATERIALS REQUIREMENTS

City of Tacoma Custom Specification for Aggregates for HMA

5/8" x 3/8" crushed screenings

Sieve	Percent Passing	
3/" /4	99-100	
1/2"	45-65	
3/8"	15-35	
#4	0-5	
#8	0-2	
#200	0-1.5	
% Fracture by Weight	90% 1 FACE	

3/8" x #4 crushed screenings

	- J-
Sieve	Percent Passing
3/4"	100
1/2"	99-100
3/8"	95-100
#4	3-15
#8	0-7
#200	0-1.5
% Fracture by Weight	90% 1 FACE

#4 minus manufactured crusher fines

Sieve	Percent Passing
3/8"	99-100
#4	80-94
#8	48-65
#50	12-23
#200	9-12
% Fracture by Weight	100%
SE	45 min
FAA	44 min

Natural Washed Blend Sand (Paving Sand)

Sieve	Percent Passing
#4	95-100
#50	0-10
#200	0-2.0
SE	50 min

Any materials not meeting the required specifications will be rejected and may be cause for termination of the contract.

Aggregate Source

Respondents are to provide on their price sheets the aggregate source code. The aggregate source code can be found using this link:

http://www.wsdot.wa.gov/Business/MaterialsLab/default.htm

DELIVERY/PICK-UP OF CITY OF TACOMA CUSTOM AGGREGATE MATERIALS

Deliveries of City of Tacoma custom aggregate material will be at the following location:

City of Tacoma – Asphalt Plant 3210 Center Street Tacoma, WA 98402.

Delivery of material shall be by end dump only. Side dumps shall not be used to deliver material. Side dump deliveries will be refused and delivery replacement costs will be the sole responsibility of the vendor. Material shall be available for delivery Monday – Friday 7am – 4pm.

All deliveries are to be FOB destination with no delivery charges.

Material shall be available for owner pick-up Monday – Friday 7am – 4pm.

Material in this contract regardless of delivery or owner pick-up shall be readily available within <u>24 hours of order</u>.

The City may elect to pick-up the material from the vendors' location.

CONTRACT TERM

The initial contract period is to be in effect for one (1) year from the contract execution date. At the option of the City of Tacoma, and by mutual agreement, the contract may be renewed for up to four (4) additional one-year periods. The City reserves the right to cancel the contract for any reason, with 30 days written notice.

PRICING

All delivered prices are to be quoted FOB destination, freight included.

The City may elect to pick-up the material from the vendors' location.

The prices quoted in the bid are to be firm for the first year of the contract. Upon each renewal option, prices may be adjusted thirty (30) days prior to each renewal period. The vendor must submit in writing a request to increases prices. Increase requests may be evaluated against various market conditions, including, but not limited to, Consumer Price Index, for Seattle – Tacoma – Bremerton for the comparable period, state/federal regulations affecting production costs of the materials, volatile commodity market conditions or minimum wage adjustments. No increases will be considered except at each renewal period. Nothing however will prevent a lesser price from being charged at any time during the term of the contract. The City may accept or reject any proposed price increase. If proposed increases are rejected, the City may terminate the contract without consideration. No other charges such as surcharges, fuel charges, environmental charges, insurance charges, etc., will be allowed. Such costs should be considered incidental and incorporated into the unit prices.

Any proposed increase in price must be beyond the control of the vendor and cannot increase profit margins.

Price decreases must be passed on to the City immediately. Price decrease information must be provided to the City with the invoice or sooner. The City is entitled to any promotional pricing during the contract period which is lower than pricing provided in the bid.

The City will not be liable for any costs incurred by the proposer in preparation of any proposals submitted in response to this Request for Opportunity.

INQUIRIES

Questions should be submitted to Tina Eide via email to <u>teide@cityoftacoma.org</u> by 3:00 p.m. Friday, April 15, 2022. Subject line to read: Spec Number – Spec Title – VENDOR NAME

Questions marked confidential will not be answered or included. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential. The answers are not typically considered an addendum. The City will not be responsible for unsuccessful submittal of questions. Written answers to questions will be posted about April 19, 2022.

MEASUREMENT AND PAYMENT

The unit of measure for all aggregate material should be Tons.

All material supplied by weight shall be proportioned, measured and paid for by weight. All deliveries and/or pickup of material will be documented and delivered with a certified weight ticket. Such certification shall be considered as incidental and shall be at no additional cost to the City. Each weight ticket must accompany the delivery and/or pickup and shall be presented to the ordering authority. Quoted unit pricing should cover all costs for all materials, processing of materials, weighing, proportioning, delivery (as required) and stockpiling material at the vendor's plant.

Fractional orders will be paid as a direct ratio of the unit price (e.g. ¹/₂ ton equals ¹/₂ unit price)

Upon certification that all materials are received in accordance with the specifications and are in satisfactory condition, a 100-percent payment will be made net 30 days unless prompt payment discount is offered.

The City reserves the right and holds at its discretion the following rights and options:

- To waive any or all informalities
- To award one or more contracts
- To award by line item or group of line items
- To not award one or more items
- To not award a contract
- To issue subsequent proposals

PROPOSAL EVALUATION INFORMATION AND AWARD

The City of Tacoma will award based on convenience. The number and frequency of orders placed will vary based on the City's need. There is no guaranteed minimum quantity or spend.

All products must meet or exceed the 2022 Washington State Department of Transportation (WSDOT) specifications as modified. The vendor is responsible for providing the most current products specified by WSDOT.

CREDIT CARD ACCEPTANCE

The City of Tacoma is interested in your ability to accept a City procurement card for payment. If you can accept a procurement card, please provide as an attachment to your submittal, your credit card policy as well as any type of reporting capabilities you have (Level I, II, or III). Contact your merchant acquirer (provider of card processing equipment) to determine your level of reporting. Your company must be PCI – DSS compliant (secure credit card data management).

PRICE PROPOSAL PAGE 1

Include your standard price list with City of Tacoma rates.

Please provide a price list for delivery and/or pickup of crushed, natural, and recycled aggregate materials and services you provide.

For City Pickup - Bidder's product location

Address	City	Zip	
Products will be available 24 I	nours from receipt of order request	Yes	_No
Company can accept a City P	rocurement Card as payment:	Yes	_No
Is your pricing the result of a c it based on existing contract a competitive solicitation for a p provide a copy of the contract	Yes	No	

No additional charges or surcharges are permitted for payment by P-Card.

PRICE PROPOSAL PAGE 2 (OPTIONAL)

OPTIONAL CITY OF TACOMA CUSTOM AGGREGATE MATERIAL

Please provide a price list for the Optional City of Tacoma Custom Aggregate Material items that you provide.

Item	UOM	Description	Unit Price	Aggregate Source/Pit Number
1	Ton	5/8" x 3/8" crushed screenings for HMA (City of Tacoma Custom Specification) – Delivered	\$	
2	Ton	3/8" x #4 crushed screenings for HMA (City of Tacoma Custom Specification) – Delivered	\$	
3	Ton	<u>#</u> 4 minus manufactured crusher fines for HMA (City of Tacoma Custom Specification) - Delivered	\$	
4	Ton	Natural Washed Blend Sand (Paving Sand) – (City of Tacoma Custom Specification) - Delivered	\$	

OPTIONAL PROPOSAL SUMMARY: Enter the unit price of each item you provide:

Products will be available 24 hours from receipt of order request _____Yes __No

Company can accept a City Procurement Card as payment: _____Yes __No

No additional charges or surcharges are permitted for payment by P-Card.

Appendix A

Signature Page

SIGNATURE PAGE

CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

Submittals will be received and time stamped only at the City of Tacoma Purchasing Division, located in the Tacoma Public Utilities Administration Building North, Main Floor, at 3628 South 35th Street, Tacoma, WA 98409.

REQUEST FOR BIDS - SPECIFICATION NO. CT22-0008N

Crushed, Natural, and Recycled Aggregate

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Signature of Person Authorized to Enter Date into Contracts for Bidder/Proposer
Printed Name and Title
(Area Code) Telephone Number / Fax Number
State Business License Number in WA, also known as UBI (Unified Business Identifier) Number
State Contractor's License Number (See Ch. 18.27, R.C.W.)

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Appendix B

Sustainability Information

Sustainability

The City has an interest in sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.

1. Have you incorporated sustainability into your everyday business practices? Y/N Please describe

2. Have you taken measures to minimize impacts to the environment in the delivery of proposed goods and/or services? Y/N Please describe.

Appendix C

Standard Insurance Requirements

Standard Terms and Conditions

CITY OF TACOMA

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".

- 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.
- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. <u>Contract or Permit number and the City Department must be shown on the Certificate of Insurance</u>.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide <u>www.ambest.com</u>.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.

- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.
- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.



4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), nonowned, hired, or leased vehicles.

Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

4.5 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

CITY OF TACOMA STANDARD TERMS AND CONDITIONS GOVERNS BOTH GOODS AND SERVICES AS APPLICABLE

https://cms.cityoftacoma.org/purchasing/StandardTermsandConditions.pdf