



**OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL**

NIBIN Comparison Microscope



Prepared by Clint Christensen

Weber Morgan Narcotics Strike Force

January 14, 2025

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ADVERTISEMENT

Ogden City is requesting sealed proposals from qualified proposers for the purchase of a NIBIN comparison microscope.

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

Proposers are responsible for securing any and all addenda issued.

Sealed responses to this RFP shall be submitted to the Purchasing Office, c/o 2nd Floor Information / Constable Desk, 2549 Washington Blvd, Ogden, UT, 84401 by **February 4, 2025, no later than 3 PM. LATE PROPOSALS WILL NOT BE ACCEPTED.**

Ogden 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/proposals from small, local, women, minority and veteran owned businesses and other disadvantaged business enterprises.

Ad Published: January 18 & 25, 2025

OGDEN CITY CORPORATION REQUEST FOR PROPOSAL

NIBIN Comparison Microscope

I. INTRODUCTION

Ogden City desires to purchase a new comparison microscope for forensic firearms analysis, specifically for analysis of entries into the National Integrated Ballistic Information Network (NIBIN). A comparison microscope would greatly benefit the timeliness of service, visibility of necessary details, and overall evidence processing for NIBIN related evidence. The purchase will include installation and potential prepaid maintenance services.

Goals/Objectives

Ogden City strives to maintain:

- A. Efficiency - Currently all fired cartridge cases that are submitted to the Utah Bureau of Forensic Services Northern Lab in Ogden, UT for entry into the NIBIN program are screened based on their class characteristics. This means if a shooting has two or more firearms with the same class characteristics, there is a possibility that this could be missed if only one cartridge case is entered. To prevent this, currently all cartridge cases at the northern lab are entered, unless they are screened on one of the comparison microscopes in the Taylorsville lab. With a comparison microscope, analysts can compare/screen all fired cartridge cases in a case based on their individual characteristics and determine if the similarities are sufficient to group the cartridges together or into multiple groups (even within the same class). After grouping, only one fired cartridge case from each group would need to be entered into NIBIN. This would greatly increase the accuracy of the analysis while reducing the number of cartridge cases being entered due to the lack of ability to compare beforehand. Also due to the setup and configuration of the NIBIN program, fired

cartridge cases from the same case are not compared to each other in the program itself, which may lead to some confusion with results.

- B. It is anticipated that this RFP process will result in one contract award. The RFP document will become part of the final contract, as applicable.

II. SCOPE OF WORK or SPECIFICATIONS – Refer to Exhibit A

III. RESPONSE TO RFP

Ogden City is seeking proposals from providers capable of providing all the work / specifications described in Exhibit A.

- A. Each Proposal must include, as a minimum, the following information:
 - 1. Authorized Representative – Indicate name, address, email and telephone number of the company submitting the proposal.
 - a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
 - b. Include product warranty period.
 - 2. Company Experience and capabilities - A description of the firm's experience and capability of fulfilling this contract if awarded.
 - a. Include company history with biographies and/or resumes for principal contacts.
 - 3. Cost Proposal - A detailed breakdown of the proposed costs and timeframes to complete the project. Include a price guarantee period. Refer to Exhibit A for pertinent details.
 - 4. Meets Specifications listed in Exhibit A – A detailed breakdown of the comparison scope and accessories showing the specifications being met.
 - 5. Information on product availability and projected installation time.

- B. Proposals are to be no longer than 20 pages. Double-sided pages count as two pages.
- C. 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
- D. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

IV. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below:

- | | |
|---|--------------------|
| A. Specifications of Comparison Scope and Accessories | 60 Possible Points |
| B. Cost | 25 Possible Points |
| C. Product Availability and Installation Timeline | 10 Possible Points |
| D. Service Capabilities and Company Experience | 5 Possible Points |

*A total of **100 possible points** may be awarded to one proposal.*

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

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. Ogden City reserves the right to disqualify a proposal due to any late response, no response or missed deadline.

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 Proposer will be extended any specific amount of work.

V. SUBMISSION OF PROPOSALS

By February 4, 2025, No later than 3 PM; 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.

Submit to:

Ogden City Corporation
c/o 2nd Floor Information / Constable Desk
ATTN: Purchasing Office
NIBIN Comparison Microscope
2549 Washington Blvd.
Ogden, UT 84401

LATE PROPOSALS WILL NOT BE ACCEPTED.

If the sealed proposal is submitted by mail or other delivery service, it must be received prior to the submission deadline.

The sealed Proposal may also be hand-carried to the 2nd Floor Information / Constable Desk at the same address.

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 the weekends and observed holidays.

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:

1. **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.
2. **Business Automobile Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
3. **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:

1. "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".

2. "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:

1. "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 Ogden 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.
- J. Under the "**Certificate Holder**" section, list the following information:

Ogden City Corporation
2549 Washington Blvd.
Suite 510
Ogden, UT 84401

VII. 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 the information submitted, and to request additional information from any Proposer.
- E. Ogden City will make every effort to ensure all Proposers 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 Proposer. Ogden City assumes no liability for any costs incurred by Proposers 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 Proposer.
- 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 Proposer guarantees the proposal is not a product of collusion with any other Proposer and no effort has been made to fix the proposal price or any Proposer 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 Proposer wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of submittal. The form can be accessed through the Recorder's webpage at:

https://www.ogdencity.com/DocumentCenter/View/19762/May-2021-Business-Confidentiality-Claim_revised

VIII. ADDITIONAL INFORMATION

Price Guarantee: If applicable, 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.

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

- A. Invoices must contain a complete description of the work / service / goods that was performed / provided, the contract price for each service, the City purchase order or contract 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:

Email invoices to: amberl@ogdencity.com

IX. GOVERNING INSTRUCTIONS

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

X. 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	January 14, 2025
1 st Ad – Standard Examiner	January 18, 2025
2 nd Ad - Standard Examiner	January 25, 2025
Last day for Q&A	January 28, 2025; No later than 3 PM
RFP Response Deadline	February 4, 2025; No later than 3 PM MST
Committee Review and Selection process	To Be Determined
Contract Start Date	To Be Determined

XI. CONTACT INFORMATION

For any questions related to this RFP, please contact the Ogden City Purchasing Office via email purchasing@ogdencity.com or at (801) 629-8742.

The question-and-answer period ends at 3 PM on January 28, 2025.

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>.

Thank you for your interest in doing business with Ogden City.

EXHIBIT A

SPECIFICATIONS

1. Comparison Microscope must have the following:
 - a. Comparison bridge
 - b. Separate and precise “manual” coarse and fine focus knobs
 - c. Independent stage control
 - d. Motorized or manual super coarse movement
 - e. Objective turret with high locking precision for par-focal and par-centric objective magnification
 - i. Magnification – Objective and ocular combination must have a magnification range of less than 10x up to or greater than 100x magnification. Optics must all have variable apertures for increasing or decreasing depth of field/view as needed.
 - f. Left and right-handed manual stages (mandatory) with coaxial drives
 - g. Manual control comparison bridge with adjustable dividing line width and adjustable observation positions
 - h. Tilting or multipositional binocular observation tube with fixed photo tube for digital camera applications
 - i. Dust cover
2. Microscope stand/tabletop with the following:
 - a. Motorized height adjustment to raise/lower to the height of the examiner
 - b. Touchpad to control lighting and motorized height adjustment (may be on comparison scope itself)
3. Lighting
 - a. Flexible/mounted on a flexible arm - fluorescent tube lighting with a rotatable hood
 - b. LED fiber optic gooseneck illumination (Red, UV, Green, and Polarizer/Analyzer Lights)

4. Stage Tools
 - a. Universal holder, adjustable, with rotating disc/chuck, and vertical to horizontal movement to mount various accessories (bullet holder/mounts and casing holder)
5. Camera/Imaging System
 - a. Minimum 5+ megapixel CMOS sensor digital camera complete with all hardware, c-mounts and accessories for attaching to the comparison scope.
6. Complete onsite installation and training.
7. Include pricing on applicable, prepaid maintenance plan options and associated costs to include details of original/initial warranty.