

SECTION 1: INSTRUCTION TO BIDDERS

The general rules and conditions which follow apply to all formal solicitations and resulting purchase orders or other awards issued by Springville City, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Bidder's own risk and cannot secure relief on the plea or error. Disputes or appeals on all proposals or contracts shall conform to Springville City Code 2-10.

1.1 CONTRACT TIMES

Pricing for the materials in this bid shall be good for 1 year after bid opening. Multiple purchases may need to be made throughout the year.

1.2 FORMS & MAILING OF PROPOSALS

- 1.2.1 **All proposals shall be properly signed in ink in the proper spaces, and submitted in a sealed envelope identifying proposal as Bid #2018-015.** Failure to do so may cause premature opening. Bids opened prematurely will not be accepted.
- 1.2.2 Bidder shall submit the ORIGINAL copy and retain a copy of the solicitation.
- 1.2.3 In the event that the proposal contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used.
- 1.2.4 All information required by the solicitation must be supplied to constitute a responsive proposal.
- 1.2.5 Springville City (Owner) reserves the right to reject any and all proposals should the proposal prices and/or any other submissions differ on the copies of the submitted proposal. Owner reserves the right to waive informalities in proposals.

1.3 DULY AUTHORIZED SIGNATURE

- 1.3.1 The Proposal must contain the signature of a duly authorized officer or agent of the Bidder's company empowered with the right to bind the Bidder for the amounts estimated and terms proposed. The Bidder must also provide evidence of the authority of the officer or agent to bind the Bidder.

1.4 TIME FOR RECEIVING PROPOSALS

- 1.4.1 Proposals received prior to the time of opening will be securely kept, unopened.
- 1.4.2 The Purchasing Agent and/or representative will decide when the specified time has arrived for opening. Proposals received thereafter will not be considered except as provided for in the instructions listed above.
- 1.4.3 The Purchasing Agent and/or his representative will not be liable for and will not accept any responsibility, for the premature opening of a proposal not properly addressed and identified.

1.5 CONDITIONAL PROPOSALS

- 1.5.1 Conditional proposals are subject to rejection in whole or in part.

1.6 LATE PROPOSALS & MODIFICATIONS OF PROPOSALS

- 1.6.1 Any proposal modification received at the office designated in the solicitation after the exact time specified for receipt is considered a late proposal/modification. Late proposal/modifications will not be considered for award except if it is received before award is made and either:
 - a. It was sent by registered or certified mail not later than the fifth (5th) calendar day prior to the date specified for receipt of the proposal/modification; or
 - b. It was sent by mail and is determined by the Purchasing Agent that the late receipt was due solely to mishandling by the City after receipt at the address specified in the solicitation.
- 1.6.2 The time of receipt of proposals at the specified location is time-date stamped on the proposal wrapper or other documentary evidence of receipt and maintained by the Buyer at specified location.

1.7 WITHDRAWAL OF PROPOSALS

- 1.7.1 A Bidder may request withdrawal of their proposal under the following circumstances.

- a. Proposals may be withdrawn by written request to Owner received no later than the day and hour set for opening of proposals. The proposal will be returned unopened.
 - b. Requests for withdrawal of proposals after opening of such proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the proposal, the Owner may exercise its right to collection.
- 1.7.2 A Bidder who is permitted to withdraw a proposal shall not supply any material, labor or perform any subcontract or other work agreement for any type of compensation for the person or firm to whom the contract is awarded. A Bidder who is permitted to withdraw a proposal shall not otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

1.8 ERRORS IN PROPOSALS

- 1.8.1 When an error is made in extending total prices, the unit proposal price will govern. Corrections in proposals must be initialed by an authorized representative. Carelessness in quoting prices or in preparation of the proposal will not relieve the Bidder from performance. Bidders are cautioned to recheck their proposal for possible error. Errors discovered after public opening will be reviewed on a case by case basis for bid acceptance.

1.9 BIDDER'S PRESENT

- 1.9.1 All proposals will be publicly opened and read at the time and place specified and will remain available for public inspection in the Finance Department during regular City business hours for a period not less than thirty (30) calendar days after date of opening
- 1.9.2 Abstracts or tabulation of proposals received are not prepared for public distribution. Proposal results may be obtained at a reasonable cost. Information that is proprietary may not be obtained.

1.10 ACCEPTANCE / AWARD OF PROPOSALS

- 1.10.1 All proposals submitted shall be binding for 1 year from the opening date, unless extended by mutual consent of all parties.
- 1.10.2 Unless otherwise specified by the Purchasing Agent or his representative, the Purchasing Agent reserves the right to make award on all items or on all of the items which is in the best interests of the City.
- 1.10.3 Springville City is exempt from the payment of any federal excise or any Utah sales tax. The price must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City.
- 1.10.4 Any proposal in which the Bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award. Unit prices submitted will be totaled by Springville City representatives in order to determine lowest responsive price.
- 1.10.5 Proposals will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors but not be limited to: price, Vendor Evaluation Report, handling, storage, disposal costs, conformity to specifications, financial ability to meet the contract, previous performance, facilities, equipment, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors.
- 1.10.6 The Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed proposals, competitive negotiation, or open market transaction methods of procurement. In submitting a proposal, each Bidder shall by virtue of submitting a proposal guarantee that the Bidder has not been a party with other Bidder to an agreement to proposal a fixed or uniform price. Violation of this implied guarantee shall render void the proposal of such Bidders. Any disclosure to or acquisition by a competitive Bidder in advance of the opening of the proposals, of the terms or conditions of the proposal submitted by another competitor shall render the entire proceedings void and shall require re-advertising for proposals.
- 1.10.7 Owner reserves the right, in case of Vendor default, to procure the services and/or material from other sources while holding the defaulting Vendor responsible for any excess costs occasioned thereby.

1.11 EVALUATION PROCESS AND SELECTION CRITERIA

The Owner's evaluation committee will judge the merit of all proposals received in accordance with the general evaluation criteria listed below. Failure to provide any of the information requested may result in the proposal being removed from further consideration. In determining lowest responsible bidder, in addition to **PRICE**, the Owner will consider:

- a. The ability, capacity, and skill of the Offeror to perform the services required under the contract;
- b. Whether the Offeror can provide the services promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Offeror;
- d. The quality of service and level of performance of Offeror under previous contracts, if any;
- e. The previous and existing compliance by the Offeror with laws and ordinances relating to the contract or service; and
- f. Whether the Offeror is in arrears to the Owner on a debt or contract or is in default on surety, or whether the Offeror's taxes or assessments are delinquent.
- g. Other relevant information, which the Owner feels, would help in the evaluation of their proposal.

1.12 CONTRACT DOCUMENTS

- 1.12.1 The Contract Documents for this Invitation to Bid shall include the Instructions to Bidders, General Terms & Conditions, the Proposal Data Sheets and Specifications, and all Addenda.
- 1.12.2 All Bidders must base their bids on all the requirements and specifications in the Contract Documents.
- 1.12.3 The Bidder awarded the bid pursuant to this RFP is referred to as Bidder, Contractor, Offeror, and/or Vendor under the Contract Documents, and shall be subject to all conditions, penalties, responsibilities, requirements and obligations of Contractor, Bidder, Offeror, and Vendor under the Contract Documents.

SECTION 2: GENERAL TERMS AND CONDITIONS

TIME IS OF THE ESSENCE FOR EACH DELIVERY.

It shall be the responsibility of the Bidder to insure that the Manufacturer complies with these instructions for items that are drop-shipped.

All items shall be bid F.O.B. Destination. The term F.O.B. Destination shall mean delivered, unloaded, with all charges for transportation and loading paid by the Vendor. All items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Vendor, at the discretion of Owner and at no additional charge to Owner.

All shipping costs must be included in the cost bid from Offeror.

Any claim for loss or damage shall be between the Vendor and the carriers.

48 hour notice of delivery from the trucking company is required.

2.1 PRICING / TRUCKLOAD AND NON TRUCKLOAD

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten.

Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Vendor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.

2.2 RIGHT OF OWNER TO TERMINATE CONTRACT

Owner, upon written notice, may terminate this Contract, or any part hereof, as a result of the Contractor's failure to render to the satisfaction of Owner, the material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by Owner. Owner shall be the sole determinant in all termination for cause issues. The Contractor shall not be entitled, nor shall Owner give any consideration to claims for any costs or for loss of anticipated revenue(s), including overhead and profit, due to the abandonment or termination of this Contract, or any part hereof, by Owner for cause.

Owner, upon written notice, may abandon or terminate this Contract or any part hereof, and such action shall in no event be deemed a breach of this Contract. Such termination may come about for the sole convenience of Owner. Upon receipt of written notification from Owner that this Contract, or any part hereof, is to be terminated, the Contractor shall immediately cease operation of the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the provisions of this Contract that may be in its possession or custody, and shall transmit the same to Owner on or before the fifteenth day following the receipt of the above-written notice of termination, together with its evaluation of the cost of the work performed. The Contractor shall be entitled to just and equitable payment in accordance with this Contract for any uncompensated work satisfactorily performed prior to such notice.

Termination by Owner for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs shall not apply. Owner reserves the right to make award on all items, or on all of the items, which are in the best interests of the Owner.

2.2 DISCLOSURE OF PROPOSAL CONTENT

2.2.1 The Government Records Access and Management Act, (Utah State Code Title 63G, Chapter 2) states that certain information in the submitted Proposal may be open for public inspection. If the Firm desires to have information contained in its proposal protected from such disclosure, the Firm may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the Proposal (Utah State Code 63G-2-309). All material contained in and/or submitted with the Proposal becomes the property of Springville and may be returned only at Owner's option.

2.3 INDEMNIFICATION

2.3.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Springville City from and against any claims and all liabilities, liens, costs, damages, citations, penalties, fines, attorney's fees, losses or expenses from whatever nature (collectively "claims") arising out of or resulting from of (or failure to perform) the product under this agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than to the product itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the contractor, the Contractor's sub-contractors, anyone directly or indirectly employed or hired by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified there under. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

2.4 INVOICING

2.4.1 Springville City shall make payment to Bidder for the entire product supplied by Bidder pursuant to this Agreement. Bidder shall submit a written invoice, for services rendered and Springville City shall pay the invoice fee within thirty (30) days.

2.5 LIQUIDATED DAMAGES

2.5.1 The Vendor agrees to deliver product as quoted in this proposal. Failure to deliver as quoted constitutes an event of default. The actual damages to Owner for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Bidder shall pay to Owner, liquidated damages for each calendar

day of delay, an amount of \$75.00 per day, up to a maximum of ninety (90) calendar days. Should the vendor be unable to complete the delivery at the end of the ninety (90) day period, Owner, at its option, may treat the contract as breached, terminate the contract, purchase substitute product else-where, and charge the full increase, if any, in cost and handling for such purchase to the defaulting vendor, and seek such additional relief as provided by law. The vendor shall not be charged for liquidated damages when delay arises out of causes beyond control and without the fault or negligence of the vendor.

2.6 SILENCE OF SPECIFICATIONS

2.6.1 The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

2.7 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

2.7.1 Bidder agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

2.8 LAWS AND ORDINANCES

The laws of the State of Utah shall govern any contract executed between the successful Contractor and Owner. Further, the place of performance and transaction of business shall be deemed to be in the County of Utah, State of Utah, and in the event of litigation, exclusive venue and place of jurisdiction shall be the State of Utah, and more specifically, the district court of Utah County, Utah.

2.9 PATENTS

The Vendor hereby agrees to defend, indemnify and hold harmless the Owner from and against any and all liability, loss, or damage and to reimburse the Owner from and against any cost or expense to which the Owner may be put because of claims or litigation on account of infringement or alleged infringement of any letters, patent or patent rights, or copyright by reason of the services, work, processes, materials, equipment or other items used by the Vendor in its performance of this agreement. Final payment to the Vendor by Owner will not be made while any suit or claim remains unsettled.

2.10 CONFIDENTIAL MATTERS

All data and information gathered by the Vendor, and all reports, recommendations, documents, and data shall be treated by the Vendor as confidential. The Vendor must agree not to communicate and disclose the aforesaid matters

to a third party or use them in advertising, publicity, or propaganda and/or in another job or jobs, unless prior written consent is obtained from Owner.

2.11 FORCE MAJEURE

“FORCE MAJEURE” shall be considered to be an act of God, fire, or explosion that, due to its consequences, threatens to delay the timely performance of the parties’ obligations hereunder. Whenever either party has knowledge of any event of Force Majeure or other situation that is delaying or threatens to delay the timely performance of any obligation called for by this Contract, that party shall immediately give written notice thereof, including all relevant information with respect thereto, to the other party.

Neither party to this Contract shall be liable for delay or failure to perform pursuant to the terms of this Contract, if and to the extent such delay or failure is due to the event of Force Majeure as defined above provided that:

2.11.1 Neither party may claim the benefit of this section unless the delay or failure to perform is due to causes beyond its control and without its fault or negligence; and

2.11.2 Any delay or failure by a Contractor or subcontractor at any tier of either party shall not be excusable unless such delay or failure arises out of causes beyond the control of Contractor, and the services to be furnished by Contractor or subcontractor are not obtainable from other sources at comparable costs in sufficient time to permit its commitments to be met pursuant to this Contract.

2.12 CHANGE ORDER

The Owner may, at any time, increase the quantity of items ordered and purchased without an additional increase in the Bid Price per item and according to the other terms and conditions of this agreement. The approximate quantities are not binding as they are an approximate quantity. Any decreases in the quantity and/or changes in scope or description of the material shall be negotiated between the Owner and the Contractor. This shall not affect the validity of the contract or any terms or conditions not changed thereby.

2.13 FAILURE TO DELIVER

In case of failure to deliver services in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Owner may have. The Owner shall be entitled to offset such costs against any sums owed by the Contractor to the Owner under this Contract.

2.13.1 Only specified material and/or qualified equivalents accepted. Any submissions of proposed equivalents must be submitted prior to bid opening. A committee of at least three will be set up to review such submissions and will notify Offeror prior to bid opening of acceptance of submissions.

2.13.2 Manufacturer, part, and/or catalog numbers are required information on bid document and will be disqualified if such information is not supplied at the discretion of the Owner. Submitting more than one manufacturer, part, and/or catalog number must be noted on bid document provided they are approved. The Owner may reject any manufacturer, part and/or catalog number in the best interests of the Owner.

2.13.3 After bid is awarded material supplied must be what was submitted on bid and accepted as an equivalent by Owner prior to bid opening. Failure to do so the Owner reserves the right to reject portions and/or all of Offeror’s bid and may affect any and all future bids with such Offeror.

2.14 MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Utah Right to Know Act", a Vendor must provide to Owner with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Contractor to furnish this documentation will be cause to reject any bid applying thereto.

SECTION 3: PROPOSAL DATA SHEETS AND SPECIFICATIONS

Each 95 gallon wheeled rollout Container must consist of body, lid, wheels, and necessary accessories.

Each Container shall be provided with adequate handle and wheels so it can be pushed or pulled with little effort. Containers shall be easy to wheel full or empty. Containers shall be self-balancing when in the upright position loaded or empty

Container shall be Black in color for Solid Waste and Grey in color for Recycling.

Container shall be Hot stamped with City logo

Bidder shall warranty their container, lid, wheels, axle, all necessary hardware and other component parts for minimum of (10) years from the date of acceptance.

Container shall be Injection molded or Rotationally Molded with premium quality, resilient, Low, Medium, or High-density polyethylene (LLDPE, MDPE, or HDPE) resin, designed to contain refuse materials and withstand Utah climates.

Container Lids shall be one piece construction domed to facilitate water runoff. The lids shall overlap container body and/or a molded rain lip to prevent rain & insects from entering and containing odors when lid is closed. A Preferred handle so lid can be raised by hand without coming into contact with bottom edge of lid.

Roll-out Carts shall meet ANSI Safety Standard Z245.30 and ANSI Compatibility Standard Z245.60 Capacity: 95 gallons (360 lt)

All Containers shall be compatible with the American semi-automated lifted (ANSI type B) and automated arm lifters (ANSI type G).

Pricing for 95-gallon Rollout Container

Model _____

Make _____

Delivery Lead Time _____

(Anticipated Order 500 – 1000 Containers)

Quantities	Unit Rate with City Logo Hot Stamped		Unit Rate For Delivery	Total Cost
1				
500				
500 - 1000				