

INVITATION FOR BID
THIS IS NOT AN ORDER RETURN ORIGINAL KEEP ONE COPY

BID # 2020-006
BAXTER SUBSTATION BATTERY, RACK, CHARGER SPECIFICATION

Return your Bid in an envelope, sealed and clearly marked on the outside with Bid # shown:

CITY OF SPRINGVILLE
FINANCE DEPARTMENT
110 SOUTH MAIN STREET
SPRINGVILLE, UT 84663

Bids must be received and logged in prior to the date and time indicated. Bids will not be accepted after:

2:00 p.m. WEDNESDAY, JULY 1, 2020

For Technical Information Contact:
Brandon Graham, Distribution Superintendent
Email: bgraham@springville.org
Phone: (801) 489-2733

Delivery Requirement:

FAILURE TO SIGN THIS SECTION WILL DISQUALIFY YOUR RESPONSE	
The undersigned agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to the General Conditions of this Bid:	
Firm Name	Terms of Sale
Signature	F.O.B. Point xxxDESTINATIONxxx
Printed Name	Shipping Date/Lead Time _____/ARO
Date Phone	Estimated Day of Arrival at Destination _____ days after ship date
Fax	
Email	Website

This proposal is a paper based bid requiring Respondents to submit their final proposal to the above address prior to the bid opening.

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 (hereinafter referred to as “Owner”), 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 of error. Disputes or appeals on all proposals or contracts shall conform to Springville City Code 2-10.

Owner is soliciting this bid for the BAXTER SUBSTATION BATTERIES, RACK, AND CHARGER.

It is to be a “Sealed Bid” to be opened at the date and time designated. It is the intent that lowest cost from the sealed bid should be the first and major concern and at the same time receive quality service from Bidder.

1.1 CONTRACT TIMES

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 #2020-006. 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 Owner (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.
- 1.2.6 For information pertaining to the proposal preparation contact:
Brandon Graham, bgraham@springville.org (801) 489-2733.

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 thirty (30) calendar days following 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 Owner 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 Owner 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, 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.

1.11 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 Bidder to perform the services required under the contract;
- b. Whether the Bidder 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 Bidder;
- d. The quality of service and level of performance of Bidder under previous contracts, if any;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service; and
- f. Whether the Bidder is in arrears to the Owner on a debt or contract or is in default on surety, or whether the Bidder's taxes or assessments are delinquent.
- g. Other relevant information, which the Owner feels, would help in the evaluation of their proposal.

1.12 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.

Owner shall determine the amount of work satisfactorily performed by the Contractor and Owner's evaluation shall be used as a basis to determine the amount of compensation due the Contractor for this work.

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.

1.13 DISCLOSURE OF PROPOSAL CONTENT

- 1.13.1 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.

1.14 INDEMNIFICATION

- 1.14.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend (with counsel acceptable to the City) and hold harmless Owner, its elected officials, officers, employees and volunteers 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 performance of (or failure to perform) the Work 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 Work 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 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.

1.15 INSURANCE

- 1.15.1 Contractor shall provide the following minimum insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating Insurance Guide written for not less than the following, or greater if required by law and all such insurance to be primary to any insurance maintained by Owner, shall name Owner as additional insured with waiver of subrogation:
- a. The Contractor's Worker's Compensation Insurance shall be written for not less than the statutory limits for the locale of the Project and the Contractor's Employer's Liability Insurance shall be written for not less than \$1,000,000.
 - b. The Contractor's Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$1,000,000 each occurrence.
 - c. The Contractor's Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$1,000,000 each occurrence and \$3,000,000 in the aggregate. Completed Operations insurance must be kept in effect for 2 years after completion of work.
 - d. The Contractor shall not commence Work under this Agreement until all of the insurance required herein shall have been obtained by the Contractor. The Contractor shall furnish to the Owner Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that Owner will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.

1.16 INVOICING

- 1.16.1 Owner shall make payment to Bidder for all services performed by Bidder pursuant to this Agreement. Bidder shall submit a written invoice, for services rendered and Owner shall pay the invoice fee within thirty (30) days.

1.18 SILENCE OF SPECIFICATIONS

- 1.18.1 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.

1.19 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- 1.19.1 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.

1.20 LAWS AND ORDINANCES

- 1.20.1 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.
- 1.20.2 The Bidder agrees to register and participate in a Status Verification System such as E-Verify, to verify the work eligibility status of the Bidder's new employees that are employed in the state. The Bidder further agrees to have each contractor or subcontractor who works for or under main contractor, certify by affidavit that the contractor or subcontractor has verified through a Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

1.21 PATENTS

The Contractor 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 Contractor in its performance of this agreement. Final payment to the Contractor by Owner will not be made while any suit or claim remains unsettled.

1.22 CONFIDENTIAL MATTERS

All data and information gathered by the Contractor, and all reports, recommendations, documents, and data shall be treated by the Contractor as confidential. The Contractor 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.

1.23 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:

- 1.23.1** 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

- 1.23.2** 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.

1.25 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.

1.26 MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Utah Right To Know Act", a Contractor 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 2: GENERAL TERMS AND CONDITIONS

SECTION 3: SPECIFICATIONS

Battery Specifications:

- a- Ampere Hours: 250 AH
- b- Number of cells: 60 / System Voltage: 125 VDC
- c- Plate Material: Lead-Calcium
- d- Container Material: Transparent, Flame-retardant Polycarbonate.
- e- Electrolyte @ 77degree F: Sulfuric Acid, 1.215 Specific Gravity Nominal.
- f- Recommended Float Voltages (average String Voltage): 2.20-2.25 Volts per cell.
- g- Cover: High Impact, Flame-retardant Thermoplastic with tongue and groove Seal.
- h- Safety Vent Systems: Flame arrester type with Dust Cover
- i- All connection hardware / Cabling / cell labeling to be included
- j- Instruction Manual included
- k- Battery Hydrometer included

Battery Rack Specifications:

- a- Seismic Value Minimum: 3

- b- Must fit inside existing available control room dimensions: 12'- 8" Length X 24" Width X 4'- 10 1/2" Height.
- c- Rack Type: 2 – Tier / 1 - Row
- d- Coating: Acid Resistant Baked Epoxy Powder coating (including Rails).
- e- Assembly Instructions included

Battery Charger Specifications:

- a- 240 VAC / 1 – Phase Input
- b- 125 VDC / 30 Amp Output Rating
- c- A/C input Breaker rating: 25 KAIC
- d- D/C Output Breaker rating: 10 KAIC
- e- BATTERY ELIMINATOR FILTERING
- f- 240/120 VAC Lightning Arrester
- g- DC Output MOV protection
- h- Auxiliary Alarm Relay Board
- i- Communications Module DNP3 Protocol
- j- Floor Mounting
- k- Nema Type -2 Drip Shield
- l- All standard Alarm Relays with GND. Circuit disable switch
- m- All alarm LED indicating lights
- n- Digital Display

SECTION 4: BID FORM

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

Utah State Tax ID number: _____ Federal EIN: _____

Indicate legal form of ownership of Bidder:

___ Individual ___ Partnership ___ Corporation ___ Other (Specify)

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY THE CITY OF SPRINGVILLE FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN AN ATTACHED COPY OF BID SPECIFICATIONS:

TOTAL BID \$_____

PAYMENT TERMS: PLEASE CHECK ONE AND FILL IN BLANKS

(Minimum of 10 working days must be allowed for discount

To be considered in bid award)

___ Less ___% ___ Days Prompt Payment Discount (if offered) (\$_____)

___ Net – 30 Days (no discount offered) -0-

TOTAL NET BID \$_____

TIME REQUIRED FOR DELIVERY AFTER RECEIPT OF ORDER: _____DAYS

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

ADDENDUM # _____

DATE _____

I certify this Bid complies with the General and Specific Terms and Conditions issued by the Owner except as clearly marked in the attached copy.

Printed Name

Authorization Signature

Date