

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

**BID # 2020-014**  
**Backhoe**

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:

**Monday, November 2, 2020 at 2:00 PM MST**

For Technical Information Contact:
Steve Healey Shop Supervisor
Email: <a href="mailto:shealey@springville.org">shealey@springville.org</a>
Phone: (801) 491-2762

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, including, but not limited to terms and conditions in the Contract. The Contract shall include the documents that are part of this BID document and any other documents that both parties agree to enter into.

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, 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.

Springville City is soliciting this bid to purchase a New Backhoe. 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 Offeror.

### **1.1 FORMS & MAILING OF PROPOSALS**

- 1.1.1 All proposals shall be properly signed in ink in the proper spaces, and submitted in a sealed envelope identifying proposal as Bid # 2020-014. Failure to do so may cause premature opening. Bids opened prematurely will not be accepted.
- 1.1.2 Bidder shall submit the ORIGINAL copy and retain a copy of the solicitation.
- 1.1.3 In the event that the proposal contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used.
- 1.1.4 All information required by the solicitation must be supplied to constitute a responsive proposal.
- 1.1.5 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.
- 1.1.6 For information pertaining to the proposal preparation contact:  
**Steve Healey [shealey@springville.org](mailto:shealey@springville.org) 801-491-2762**

### **1.2 DULY AUTHORIZED SIGNATURE**

- 1.2.1 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.

### **1.3 TIME FOR RECEIVING PROPOSALS**

- 1.3.1 Proposals received prior to the time of opening will be securely kept, unopened.
- 1.3.2 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.
- 1.3.3 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.

### **1.4 CONDITIONAL PROPOSALS**

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

### **1.5 LATE PROPOSALS & MODIFICATIONS OF PROPOSALS**

- 1.5.1 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.
- 1.5.2 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.

### **1.6 WITHDRAWAL OF PROPOSALS**

- 1.6.1 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.
- 1.6.2 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.

## **1.7 ERRORS IN PROPOSALS**

- 1.7.1 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.

## **1.8 BIDDERS PRESENT**

- 1.8.1 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. Proposals may also be viewed and downloaded on [www.bidsync.com](http://www.bidsync.com).
- 1.8.2 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.

## **1.9 ACCEPTANCE / AWARD OF PROPOSALS**

- 1.9.1 All proposals submitted shall be binding for sixty (60) calendar days following the opening date, unless extended by mutual consent of all parties.
- 1.9.2 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.
- 1.9.3 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.
- 1.9.4 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.
- 1.9.5 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, installation, 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.
- 1.9.6 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.
- 1.9.7 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.

## **1.10 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.

### **1.11 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.

### **1.12 DISCLOSURE OF PROPOSAL CONTENT**

1.12.1 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.

### **1.13 INVOICING**

1.13.1 Springville City 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 Springville City shall pay the invoice fee within thirty (30) days.

### **1.14 LIQUIDATED DAMAGES**

1.14.1 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 sixty (60) calendar days. Should the vendor be unable to complete the delivery at the end of the sixty (60) 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.

#### **1.15 SILENCE OF SPECIFICATIONS**

1.15.1 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.

#### **1.16 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

1.16.1 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.

#### **1.17 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.

#### **1.18 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.

#### **1.19 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.

#### **1.20 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:

**1.20.1** 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

**1.20.2** 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.

### **1.21 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.

### **1.22 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.

1.22.1 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.

1.22.2 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.

1.22.3 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.

### **1.23 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**

### **TIME IS OF THE ESSENCE FOR 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 unloading paid by the contractor. 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 contractor, at the discretion of Owner and at no additional charge to Owner.

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

Any claim for loss or damage shall be between the Contractor 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 contractor 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 INDEMNIFICATION**

Bidder at its own expense, agrees to protect, indemnify, pay on behalf of, defend (with counsel acceptable to Owner) and hold harmless the City, its elected and appointed officials, employees and volunteers and their agents from all claims, demands, judgments, expenses, and all other damages of every kind and nature, made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to this Project under the Contract by the Bidder, Bidder's agents, employees, sub-bidders, or suppliers in the performance and execution of the Contract.

## **SECTION 3: SPECIFICATIONS**

Minimum Specifications

Must meet or exceed

Enclosed cab/ROP, 95 HP engine liquid cooled, Auto Trans, 4-wheel drive on command. Split brake pedals, Parts and maintenance manuals (paper or electronic) software and cables for trouble codes and repair steps 4 work lights in front, 4 work lights in rear, horn, turn signal/hazard lights, brake lights, heater and A/C, AM FM CD Blue tooth audio system, front and rear wiper/washers for glass, auto-bucket level system, Return to dig, Clamshell front loader bucket, Extendable dipper, 17 ft. minimum digging depth, aux tool Circuit on end of dipper arm, selectable ride control, 1- year minimum warranty.

Bidders List Variations

Expected delivery date to Springville City \_\_\_\_\_

**SECTION 4: BID FORM**

<b>Company Name:</b>	<b>Contact Name:</b>
<b>Manufacturer Name:</b>	<b>Model No.</b>
<b>Total Price of (including shipping &amp; delivery)</b>	
\$	
<b>This bid shall be good for 60 days after bid opening.</b>	
<b>Net Cost</b>	
\$	
<b>Signature:</b>	