



INVITATION FOR BIDS

Cover Sheet

General Information		
Project Name	Work Trucks	
Project Description	The Jordanelle Special Service District ("JSSD") desires to procure four trucks.	
Contract Type	Sale of Goods – Fixed Price	
Procurement Process Information		
Contract Administrator	Max Covey P.O. Box 519 Heber City, Utah 84032 mcovey@jssd.us <i>All communications regarding this solicitation must be through the Contract Administrator.</i>	
Basis of Award	Award of contract will be made to the low Responsive and Responsible bidder, on a truck-by-truck basis. In other words, JSSD will evaluate the bids for each truck separately, and may award up to four separate contracts – one for each truck.	
Submittal Instructions	Email bid to the Contract Administrator in a .pdf file.	
IFB Schedule		
• JSSD Issues Invitation for Bids	December 19, 2019	
• Deadline to submit Bids/Public Bid opening	January 9, 2020 2:00 p.m.	
Included as part of this IFB		
Part A – Project Information and JSSD Specifications		
Part B – Bid Content		
Part C – Standard Terms of Solicitation		
Part D – JSSD Standard Contract Terms		



INVITATION FOR BIDS

Part A – Project Information & JSSD Specifications

1. The Special Service District

The Jordanelle Special Service District (“JSSD”) is a special service district organized pursuant to Utah Code Ann. § 17D-1-101 *et seq.* JSSD provides culinary water and sanitary sewer services in portions of Wasatch County, Utah. The Wasatch County Council serves as the governing body of JSSD, which is managed by a General Manager.

2. The Project

JSSD desires to purchase four work trucks, as described below.

3. Truck Specifications

The following are minimum specifications for each of the four trucks:

A. ½ ton 4x4 with the following options

- 4 door
- Base model engine
- Power doors/windows
- Backup camera with display on dash
- Carpet
- Bluetooth capability
- Tow package
- Chrome bumpers
- 6’ to 7’ bed

B. ½ ton 4x4 with the following options

- Extended cab
- Base model engine
- Power doors/windows

- Backup camera with display on dash
- Carpet
- Bluetooth capability
- Tow package
- Chrome bumpers
- 8' bed

C. Mid-size 4x4 with the following options

- 4 door
- Base model engine
- Power doors/windows
- Backup camera with display on dash
- Carpet
- Bluetooth capability
- Tow package
- Chrome bumpers
- Standard size bed

D. ¾ ton 4x4 with the following options

- 4 door
- Base model engine
- Power doors/windows
- Backup camera with display on dash
- Carpet
- Bluetooth capability
- Tow package (including Trailer Brake Controller)
- Chrome bumpers
- 8' Bed

4. Service Capabilities

JSSD intends to have the trucks serviced and maintained by the same bidder who sells the truck to JSSD pursuant to this IFB. Accordingly, bidders must be able to provide vehicle

maintenance services. In order to reduce unnecessary travel time when having the trucks serviced, JSSD will only award the contract to bidders with a service facility within 10 miles of JSSD's offices.



REQUEST FOR PROPOSALS

Part B – Bid Content

1. BID CONTENT

No particular format is required, but bids must contain sufficient information for JSSD to evaluate the bids. In particular, bids should address the following issues:

A. Bidder Responsibility

Bidders should describe their company, its history, and their ability to provide and service the trucks.

B. Truck Specifications

Bidders should describe the truck in sufficient detail to demonstrate that it meets the specifications set forth in Part A.

C. Service Specifications

Bidders should describe their maintenance services, and identify the location of the maintenance facility.

D. Price

Bidders should include the total price for each truck.



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Part C – Standard Terms of Solicitation

1. INSTRUCTIONS TO BIDDERS

A. Submission of Bids.

Bids will be received by the Contract Administrator via email, or as otherwise arranged between the Bidders and the Contract Administrator. The Contract Administrator will log the date and time of each Bid received. Any Bid received after the Deadline to Submit Bids listed on the IFB Cover Sheet will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is received by the Contract Administrator by the specified time.

B. Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Bids in accordance with this IFB may render the Bid unacceptable or non-responsive. JSSD may, in its sole discretion, waive minor irregularities in a Bid that do not alter the quality or quantity of the information provided.

C. Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act ("GRAMA"), information related to this procurement will not be made public until after execution of the contract with the successful Bidder. Procurement information includes the Bids submitted by Bidders in response to this IFB and any accompanying documentation, as well as records maintained by JSSD during the procurement process.

JSSD will maintain a process to ensure confidentiality for the duration of this procurement. If the Bidder submits information in its Bid that it believes is "trade secret," the Bidder must follow the procedure set forth in Section 63G-2-309 of GRAMA.

Additionally, for ease of Bid evaluation, JSSD requests that each Bidder also follow the steps identified below:

- 1) Clearly mark all trade secret information as such in its Bid at the time the Bid is submitted, and state in a cover letter that the "DOCUMENT CONTAINS

TRADE SECRET INFORMATION,” and identifying each section and page which has been so marked;

2) Include a statement with its Bid justifying the Bidder’s determination that certain records are trade secret information for each record so defined;

3) In addition to the Bid copies submitted in accordance with the Submittal Instructions on the IFB Cover Sheet, submit one electronic copy of the Bid that has all the trade secret information deleted from the Bid and label such copy of the Bid “Public Copy.” If a Bidder submits a Bid containing no trade secret information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no trade secret information must so certify in a cover letter to its Bid; and

4) Defend any action seeking release of the records it believes to be trade secret information and indemnify, defend, and hold harmless JSSD and its agents and employees from any judgments awarded against JSSD or its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives JSSD’s cancellation or termination of this procurement or award and subsequent execution of the contract. In submitting a Bid, the Bidder agrees that this indemnification survives as long as the trade secret information is in possession of JSSD.

All records pertaining to this procurement will become public information after execution of the Contract, unless such records are identified as trade secret information as specified above. No liability will attach to JSSD or its agents for the errant release of trade secret information by JSSD or its agents under any circumstances.

D. Submitting Questions to JSSD

Questions and Requests for changes to the IFB must be submitted via email. All questions must be directed to the Contract Administrator identified on the IFB Cover Sheet.

E. Requests for Approved Equals or Changes

Whenever a brand, manufacturer, or product name is indicated in this IFB, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" is considered to follow.

Requests for Approved Equals must be submitted to the Contract Administrator via email.

Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement.

It should be understood that specifying a brand name, components, and/or equipment in this IFB will not relieve the Bidder from its responsibility to provide the product in accordance with the performance specifications, warranty, and contractual requirements. The Bidder shall notify JSSD of any inappropriate brand name, component, and/or equipment that may be called for in this IFB and shall propose a suitable substitute for consideration.

F. Multiple or Alternative Bids

Submission of multiple or alternative Bids, except as specifically called for in the IFB, may render all such Bids non-responsive and may cause the rejection of some or all of such Bids.

G. Withdrawal of Bids

A Bidder may withdraw its Bid before the Bid due date without prejudice to itself by submitting a written request for its withdrawal to the Contracts Administrator. If a Bidder withdraws its Bid prior to the Deadline to Submit Bids, JSSD will return the Bid to the Bidder.

H. Cost of Bids

JSSD is not liable for any costs incurred by Bidders in the preparation of Bids submitted in response to this IFB.

I. Examination of Request for Bids

The submission of a Bid constitutes an acknowledgment upon which JSSD may rely that the Bidder: (i) has thoroughly examined and is familiar with the IFB, including any contractual terms included in the IFB, (ii) is familiar with any work site identified in the IFB, and (iii) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to any contract awarded pursuant to this IFB. No reduction or modification in the Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions.

J. Firm Offer

Unless otherwise stated in this IFB, submission of a Bid constitutes an offer to provide the goods or services described in the IFB, for the price set forth in the Bid. Such offer must be good and firm for a period of ninety (90) days after the Deadline to Submit Bids.

K. No Collusion

By submitting a Bid, the Bidder represents and warrants that its Bid is genuine and not a sham, and that the Bidder has not colluded with any other parties regarding this procurement process. If JSSD learns that the Bid is not genuine, or that the Bidder did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, JSSD may immediately terminate any resulting contract and seek any remedies available in equity or at law.

2. SELECTION PROCESS

A. Changes to the IFB Schedule

JSSD may make changes to the IFB Schedule, in its sole discretion. Deadlines shown on the IFB Cover Sheet that apply to JSSD are estimates only, and may be adjusted by JSSD in its sole discretion.

B. Addenda to the Request for Bids

JSSD may make changes to the IFB, by issuing a written addendum to the IFB.

C. Public Opening

This is an IFB and, as such, the Bids submitted in response to this IFB will be publicly opened.

D. JSSD's Procurement Options

Based on submitted information, JSSD may do or take any of the following actions, without limitation:

- award to the low responsive and responsible bidder,
- ask for more information or Clarifications before making a selection;
- if a material error in the IFB is discovered during the process, JSSD may issue an addendum to all Bidders that have submitted Bids requesting revised Bids based upon the corrected IFB;
- decline to accept any Bid;
- re-advertise;
- cancel the procurement; or

- elect to otherwise procure the needed services in accordance with JSSD policy and procedures.

E. Responsiveness

Bids that are conditional, that attempt to modify the IFB requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the IFB may be considered non-responsive.

F. Responsibility

JSSD will not select a Bidder who is deemed by JSSD, in its sole discretion, to lack the ability or responsibility to perform successfully under the terms of the contract. Such determination of responsibility may encompass management, technical, legal, and financial matters.

G. Checking References

JSSD reserves the right to contact any reference specifically named by the Bidder in its Bid or any other additional references as deemed appropriate by JSSD, including references suggested by the Bidder's named references or references known to JSSD through its own knowledge of the industry.

H. Requests for Clarification

The Bidder shall provide accurate and complete information to JSSD. If information is incomplete, appears to include a clerical error, or is otherwise unclear, JSSD may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by JSSD, in its sole discretion, then JSSD may declare the Bid non-responsive.



REQUEST FOR BIDS

Part D – Standard Contract Terms

1. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this contract. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract. Venue is in Fourth Judicial District Court for Wasatch County.
2. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements, labor laws, non-discrimination laws, and environmental laws. Contractor is responsible to know what laws apply to its performance under this contract. The omission of any applicable law in this paragraph will not relieve Contractor from its contractual obligation to JSSD to comply with such laws.
3. **RECORDS ADMINISTRATION:** The Contractor shall maintain all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor shall retain those records for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor shall allow JSSD, State, and Federal auditors, and JSSD agency staff, access to all the records relating to this contract, for audit, inspection, and monitoring of services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Contractor states that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of JSSD to secure favorable treatment with respect to being awarded this contract.
5. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and as such has no authorization, express or implied, to bind JSSD to any agreements, settlements, liability or understanding whatsoever, and shall not perform any acts as agent for JSSD, except as expressly set forth in this Contract. Compensation stated in this Contract is the total amount payable to the Contractor by JSSD. The Contractor is responsible for the payment of all income tax and social security tax due as a result of payments received from JSSD for these contract goods or services. Persons employed by JSSD and acting under the direction of JSSD will not be deemed to be employees or agents of the Contractor.
6. **STANDARD OF CARE:** Contractor shall perform any services to be provided under this Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

7. TERMINATION:

- a. **Termination for Convenience.** JSSD may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in JSSD's best interest. JSSD shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to JSSD. If the Contractor has any property in its possession belonging to the JSSD, the Contractor shall account for the same, and dispose or deliver it in the manner the JSSD directs.
- b. **Termination for Default.** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the JSSD may terminate this contract for default. To terminate for default, JSSD must serve a notice of termination on the Contractor describing the nature of the Contractor's default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by JSSD that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, JSSD, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure.** JSSD may, in the case of a termination for default, allow the Contractor a period of time, to be determined by JSSD (but, in no event shall such time be less than five (5) days), to cure the default (that period of time, the "Cure Period"). In such case, the notice of termination will state the time period in which cure is permitted and other conditions deemed appropriate by JSSD.

If Contractor fails to remedy the default to JSSD's satisfaction within the Cure Period, JSSD may immediately terminate the Contract for default. Termination for default will not preclude JSSD from also pursuing all available remedies against Contractor and its sureties for the default.

- 8. **SALES TAX:** Contractor shall pay any applicable sales tax. Sales taxes must be itemized on Contractor's invoices to JSSD.
- 9. **MOST FAVORED CUSTOMER:** Contractor states that the price set forth in this contract for the goods or services provided under this contract are and will continue to be the lowest prices charged by Contractor for the same or substantially similar goods or services. If at any time during the term of this contract, Contractor offers or sells the same or substantially similar goods or services to a third party at a lower price than the prices set forth in this contract, Contractor will immediately notify JSSD and reduce the purchase prices for the applicable goods or services to be provided under this contract to such lower price on any pending or future purchase orders for the goods or services provided under this contract.

- 10. DELIVERY:** Unless otherwise specified in this Contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage remains with Contractor until final inspection and acceptance, when responsibility will pass to JSSD, except as to latent defects, fraud, and Contractor's warranty obligations.
- 11. INSPECTIONS:** Goods furnished under this contract will be subject to inspection and testing by the JSSD at times and places determined by the JSSD, as may be more specifically set forth in the contract of which these Standard Contract Terms are a part. If JSSD finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, JSSD may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by JSSD, then JSSD may cancel the order in whole or in part. The goods will be accepted or will be deemed to have been accepted by the JSSD no later than ninety (90) days after delivery unless the JSSD notifies Contractor, in writing, to the contrary during said ninety (90) day period stating how the goods are not in compliance with the Contract ("Acceptance"). After Acceptance, Contractor's sole liability and the JSSD's exclusive remedy for defective goods shall be Article 13 (Warranty).
- 12. INVOICING AND PAYMENT:** The Contractor shall submit itemized invoices to JSSD within 30 days of delivery of goods or services. The JSSD contract number and/or purchase order number, along with the contract item number, must be listed on all invoices, freight tickets, and correspondence relating to the contract. Invoices for services or construction must indicate the time period covered by the invoice. The prices paid by JSSD will be those prices listed in the contract. JSSD may adjust or return any invoice reflecting incorrect pricing. Unless otherwise specified, payment terms are Net 30 days following receipt of invoice.
- 13. WARRANTY:** Contractor shall provide to JSSD all applicable manufacturer's warranties.
- 14. INDEMNIFICATION:** Contractor shall indemnify and hold harmless JSSD, and its officers and employees (the "Indemnitee(s)), and, with counsel approved by JSSD, defend the affected Indemnitee(s), and any and all of its/their boards, officers, agents, representatives, employees, assigns and successors-in-interest, from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses suffered by the Indemnitee(s) and any and all of its/their boards, officers, agents, representatives, employees, assigns and successors-in-interest as a result of a claim for death or bodily injury or personal injury to any person, including Contractor's employees, or physical damage or destruction to any tangible property, arising out of the acts, errors, omissions or willful misconduct incident to the performance of this contract on the part of the Contractor, except to the extent any such harm or damages caused by the active negligence or willful misconduct of the affected Indemnites(s).
- 15. PATENTS, COPYRIGHTS, ETC.:** Contractor shall indemnify and hold harmless JSSD and its officers and employees (the "Indemnitee(s)), and, at the option of the affected Indemnitee(s), defend the affected Indemnitee(s), and any and all of its/their boards, officers, agents, representatives, employees, assigns and successors-in-interest, from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature arising from the Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of this contract. Contractor shall have no obligation hereunder and this provision shall not apply to:

(i) any other equipment or processes, including goods provided by Contractor, which have been modified or combined with other equipment or process not supplied by Contractor or (ii) any action settled or otherwise terminated without the prior written consent of Contractor. If, in any such action, the goods are held to constitute an infringement, Contractor shall, at its option and its own expense, procure for JSSD the right to continue using said goods; or modify or replace it with non-infringing equipment. THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF CONTRACTOR AND EQUIPMENT MANUFACTURER FOR CLAIMS OF INFRINGEMENT.

- 16. HAZARDOUS MATERIALS:** The Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to JSSD.
- 17. PUBLIC INFORMATION:** Contractor acknowledges that the contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for this contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.
- 18. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 19. WRITTEN AMENDMENTS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto.
- 20. ASSIGNMENT:** Contractor shall not assign, sell, or transfer any interest in this Contract without the express written consent of JSSD.
- 21. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. JSSD may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 22. WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of this Contract.
- 23. ENTIRE AGREEMENT:** The Contract of which these JSSD Standard Contract Terms are a part, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of JSSD. The terms of this Contract prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of this Contract.

24. LIMITATION OF LIABILITY: In no event shall Contractor be liable for any special, incidental, indirect or consequential damages of any kind, whether in contract, warranty, tort, negligence, strict liability or otherwise. Contractor's maximum aggregate liability for any and all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising from or related to this Contract shall not exceed the 150% of the Contract price. The foregoing limitations on the types and amounts of liability will not apply to third party indemnity claims or to losses resulting directly or indirectly from Contractor's intentional misconduct.