

**PROCUREMENT DOCUMENTS
FOR
ACTIVATED SLUDGE TRANSFER (AST) PUMP
REPAIR**

**SOUTH VALLEY SEWER DISTRICT
1253 West Jordan Basin Lane
Bluffdale, UT 84065
(801) 571-1166**

APPLICABLE DATES/DEADLINES:

Post Notice & Invitation to Bid

Wednesday, September 13, 2023

Bid Inquiries:

Wednesday, September 20, 2023

Bid Deadline and opening:

Friday, September 22, 2023

NOTICES AND INQUIRIES TO BE POSTED AT: Utah Public Procurement Place(U3P)

TABLE OF CONTENTS

A.	The District	3
B.	Description of Bidding Process – Notice Inviting Bids	4
C.	Instructions to Bidders	6
D.	Bid Forms	8
E.	Contract Documents: Procurement Agreement & General Conditions	11
F.	Exhibits A, B.	18

PART A
THE DISTRICT

The South Valley Sewer District (the “District”) provides wastewater collection and treatment services for portions of Salt Lake County and Utah County, Utah. The District’s collection system is comprised of approximately 1,075 miles of sanitary sewer lines and 27,000 manholes. The District owns and operates a 15 MGD membrane bioreactor wastewater treatment plant known as the Jordan Basin Water Reclamation Facility (JBWRF).

This Invitation to Bid is for the repair of two Activated Sludge Transfer Pumps at Jordan Basin Water Reclamation Facility. The pumps are Simflo Vertical Axial-Flow Propeller pumps. These pumps transfer activated sludge (mixed liquor suspended solids) from aeration basins to membrane tanks within the facility for additional treatment. The work includes repair, reconditioning and replacement of worn parts to bring existing Simflo pumps back to “like new” condition. Additional details and pump specifications are included, below, in this document.

-- End of Part A; The District --

PART B
DESCRIPTION OF BIDDING PROCESS AND
NOTICE INVITING BIDS

BIDDING PROCESS. This Invitation to Bid invites actual bids from qualifying companies. Inquiries about this Invitation to Bid may be submitted to the District through Utah Public Procurement Place (U3P) on or before close of business Wednesday, September 20, 2023. Bidders shall submit hard copy (paper) bids to the District on or before 11:00 a.m. on Friday, September 22, 2023, at which point all bids will be opened.

RECEIPT OF BIDS. Sealed bids will be received by the District at its offices located at 1253 West Jordan Basin Lane, Bluffdale, UT 84065 Utah until 11:00 a.m., on Friday, September 22, 2023 for the project titled “AST PUMP REPAIR.”

SUMMARY OF DATES & DEADLINES

DEADLINE ITEM	DATE – NO LATER THAN
District Issues Notice and Invitation to Bid	Wednesday, September 13, 2023
Bid Inquiries – through (U3P)	Wednesday, September 20, 2023
Bid Deadline and Bid Opening	Friday, September 22, 2023, 11:00 a.m.

GENERAL DESCRIPTION OF WORK. The District seeks bids from qualified companies for repairs to two Simflo Vertical Turbine Pumps. The type of repairs include, but are not limited to, the following; machining shafts, bowls, and any other components back to factory tolerances, refinishing or repairing any damage to pump components, repairing or replacing internal components that cannot be repaired, and refurbishing propellers back to factory specifications. All work is to be to the manufacturer specifications and tolerances, bringing the pumps back to as close to “new” condition as possible.

The District currently has two pumps in need of repair. An agreement may be executed with the successful bidder for 2023 and 2024. The District reserves the right to award all pump repair services to one bidder, or split the award between two or more bidders. The District intends to repair two pumps currently damaged, along with any additional pumps in need of repair during the duration of the agreement.

SPECIFICATIONS: All pump repair, reconditioning and replacement parts must be done equal with the manufacturer’s specifications, design flow and operation. All work performed by the company may be inspected by District staff to ensure quality of work and materials. Company shall provide detailed reports on each pump repair, before and after photographs, and date of completion. A ceramic coating shall be applied to replacement or refurbished propellers.

QUANTITIES. District currently has two pumps in need of repair in 2023, with an additional two pumps in need of repair in 2024, though emergency repairs due to unforeseen circumstances or equipment failure may increase that amount from two to four pumps in 2024.

PRICES. Prices quoted must include all charges. Prices shall be firm from September 22, 2023, through December 31, 2023. Prices for successive annual terms may be adjusted as provided herein.

EXEMPTION FROM SALES AND USE TAX. Supplier shall pay all sales, consumer, use and other similar taxes required by law to be paid due to the production and delivery of Services. The District is exempt from paying sales and use taxes. The District's sales and use tax exemption number is: 12257770-002-STC

ADDRESS AND MARKING OF BIDS. The envelope or package enclosing the bid shall be sealed and addressed, delivered or mailed to:

District General Manager
South Valley Sewer District
1253 West Jordan Basin Lane
Bluffdale, UT 84065

The envelope shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words: **"AST PUMP REPAIR"**.

OWNER'S RIGHTS RESERVED. The District reserves the right to reject any or all bids, to waive any formality in a bid and to make awards in the interest of the District. Discounts offered under payment terms, or award of multiple bid items to a single Bidder, will be evaluated to determine the lowest overall cost to the District. The District may select a single Bidder for the supply and delivery of all bid items or different Bidders for the supply and delivery of any or all items separately.

-- End of Part B; Description of Bidding Process and Notice Inviting Bids --

PART C
INSTRUCTIONS TO BIDDERS

FORM OF BID. The bid shall be made on the Bid Forms included herein. The completed documents contained in Part D – Bid Forms shall be enclosed in a sealed envelope bearing the name of the Bidder and the name of the project, “AST PUMP REPAIR.”

The remainder of the Bid Documents received from the District are not required to be returned with the bid schedule.

DELIVERY OF THE BID. The bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder’s sole responsibility to see that its bid is received in proper time. Late bids will not be considered by the District.

WITHDRAWAL OF BID. Bids shall be unconditionally tendered to the District, without alteration or correction; provided however, that a Bidder may by means of written request, signed by the Bidder withdraw or correct its bid. Such written request shall be delivered to the place described above for receipt of bids prior to the closing time for receipt of bids; and any correction shall be received by the District prior to the closing time for bids.

OPENING OF BIDS: The bids will be publicly opened and read at the offices of the District at the time set forth above. After bids are opened and read, the District will calculate the actual cost to the District of each proposed service, and will notify bidders of the results as required by law.

MODIFICATIONS AND ALTERNATIVE BIDS. Unauthorized conditions, limitations, or provisions attached to a bid will render it non-responsive or non-responsible and may cause its rejection. However, alternative bids may be submitted for consideration by the District. Oral, facsimile transmission, telegraphic, or telephonic bids or modifications will not be considered by the District.

DISCREPANCIES IN BIDS. In the event there is more than one bid item in a bid schedule and/or the total indicated for the schedule does not agree with the sum of the prices being bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

BIDDER’S EXAMINATION OF BIDDING DOCUMENTS AND DISTRICT FACILITIES. It is the responsibility of each Bidder before submitting a bid to:

- A. Examine the bid documents thoroughly.
- B. Consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work.
- C. Study and carefully correlate the Bidder’s observations with the bid documents.
- D. Notify the District of all conflicts, errors, or discrepancies in the Procurement Documents.

DISQUALIFICATION OF BIDDERS: If there is a reason to believe that collusion exists among Bidders, all bids will be rejected.

EVALUATION OF BIDS AND AWARD OF PROCUREMENT AGREEMENT. Award of the Procurement Agreement(s), if awarded, will be made utilizing the following criteria: a responsive and responsible bid; compliance with the Technical Specifications outlined in the Procurement Documents; and lowest overall cost to the District. The award(s) will be made to the responsive and responsible Bidder whose bid complies with all the requirements of the Procurement Documents and whose bid presents the lowest overall cost to the District.

EXECUTION OF AGREEMENT. The Bidder to whom award is made shall execute a written Procurement Agreement with the District within 10 calendar days following notification of acceptance by the District. The Procurement Agreement shall be in a form substantially similar to that found in the Procurement Documents, Part E. Failure or refusal to enter into the Agreement or to conform to the requirements of the Bid Documents shall be cause to annul the award. If the successful bidder fails to execute the Agreement, the District may award the contract to the second lowest responsive and responsible bidder, or reject all bids and re-advertise for rebidding.

PROPRIETARY / PROTECTED INFORMATION. Bids provided to the District are presumed to be public records and are available for public review or inspection. If a firm believes that any portion of its Bid includes proprietary information or is otherwise protected under the Utah Government Records Access Management Act (“GRAMA”), the Bid shall clearly identify each portion of the Bid that the firm claims is protected, clearly designating the same with the words “*PROPRIETARY / PROTECTED INFORMATION.*” The District will not provide any advice (legal or otherwise) on matters relating to GRAMA, and firms are to seek independent legal advice on issues concerning such matters. To the extent allowed by law, the District will honor a designation of protection under GRAMA. By submission of a Bid, the firm acknowledges that, in the event that the District is required to disclose allegedly proprietary or protected materials, the District shall have no obligation or liability for such a disclosure. A firm that claims material to be exempt from disclosure under GRAMA, shall defend, indemnify and hold harmless the District from any claim or suit arising from the District’s refusal to disclose any such material, including the payment of all costs and attorney’s fees of legal counsel to be selected by the District.

-- End of Part C; Instructions to Bidders --

**PART D
BID FORMS**

BIDS TO: SOUTH VALLEY SEWER DISTRICT – AST PUMP REPAIRS

1. The undersigned Bidder hereby agrees, if this bid is accepted, to enter a Procurement Agreement with the Owner substantially in the form of Part E of the Procurement Documents.
2. Bidder accepts all of the requirements, terms and conditions of the Procurement Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, the Procurement Agreement and the General Conditions.
3. This bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter the Procurement Agreement within the time and in the manner required in the Procurement Documents.
4. Bidder has familiarized itself with the nature and extent of the procurement Work, the location where the Product is to be delivered, the equipment where the Product will be utilized, all applicable legal requirements (federal, state and local laws, ordinances, rules, and regulations), and all conditions affecting cost, progress or performance of the Work, and has made such other independent investigations as Bidder deems necessary.
5. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the District.
6. To all the foregoing, and including all cost schedule(s) and information required of Bidder contained in this bid form, said Bidder further agrees to complete the Work required under the Procurement Documents within the contract time stipulated in the Procurement Documents, and to accept in full payment the contract price based on the total price(s) named in the Cost Schedule submitted herewith.

Dated: _____, 2023 Bidder: _____

Signature: _____

By: _____

Title: _____

COST SCHEDULE – UNIT PRICE

Schedule of unit prices for procurement of “AST PUMP REPAIR,” in accordance with the Procurement Documents.

**Invitation for Bids
South Valley Sewer District
AST PUMP REPAIR**

- 1. **Company Name** _____
- 2. **Company Address** _____
- 3. **Company Phone #** _____ **Email** _____
- 4. **Contact Person** _____
- 5. **Utah State Business License #** _____
- 6. **Price estimate per pump** _____

Bidder understands that the South Valley Sewer District reserves the right to reject any or all bids, to waive any formalities in a bid and to make awards in the interest of the District.

Respectfully submitted,

By: _____

Phone: _____

Title: _____

Complete Business Name and Address:

BIDDER’S GENERAL INFORMATION

The BIDDER shall furnish the following information with the bid. This general information shall also be used in evaluating the bid. Additional sheets shall be attached as required. Failure to complete this sheet will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder’s general information is delivered to the District.

Sales Office

Name of Company: _____

Street Address: _____

Normal Working Hours: _____

Responsible Personnel: _____

Name	Telephone
_____	_____
_____	_____
_____	_____

Person(s) authorized to sign Affidavit of Compliance-Warranty

Normal Working Hours: _____

Responsible Personnel: _____

Name	Telephone
_____	_____
_____	_____
_____	_____

Ordering Office

Normal Working Hours: _____

Responsible Personnel: _____

Name	Telephone
_____	_____
_____	_____
_____	_____

Emergency Assistance (24/7)

Name	Telephone
_____	_____
_____	_____
_____	_____

-- End of Part D; Bid Forms --

PART E
CONTRACT DOCUMENTS

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is dated and effective _____, 2023, by and between the South Valley Sewer District, (the “District”) and _____, (the “Contractor”). The District and the Supplier, in consideration of the mutual covenants hereinafter set forth and for other valuable consideration the receipt and adequacy of which is acknowledge, agree as follows:

ARTICLE 1: PRODUCT SUPPLY, DELIVERY AND TECHNICAL SERVICES

Contractor shall perform pump repairs as specified or indicated in the Procurement Documents and in the Supplier’s awarded Bid and in keeping with the manufacturer’s specifications.

ARTICLE 2: POINT OF DELIVERY.

The locations where the services are to be delivered as defined in the General Conditions as the Point of Delivery is Jordan Basin Water Reclamation Facility, located at the following address:

13826 S. Jordan Basin Lane
Riverton, Utah, 84065

ARTICLE 3: COMMENCEMENT AND TERM OF CONTRACT – DELIVERY CAPACITY AND REQUIREMENTS

3.1 Term and Renewal. The Contractor shall perform the work as outlined in these Procurement Documents commencing September 22, 2023 and continuing through December 31, 2024.

3.2 Capacity. Contactor warrants that it has the capacity to perform the work to meet the needs of the District.

ARTICLE 4: CONTRACT PRICE

The District shall pay Contractor for performing work in accordance with the Procurement Documents in current funds as shown on the Supplier’s bid. Prices shall be firm throughout the remainder of 2023. Prices for 2024 may be adjusted as provided herein.

ARTICLE 5: PAYMENT PROCEDURES

Payment for Product received shall be based on the quantity of services provided. The amount shall be determined from the Supplier’s invoices, and as verified by District’s staff. The District’s purchase order number shall accompany every request for payment from the Supplier. Contractor shall provide detailed reports on each pump repair, including before and after photographs, parts replaced or refurbished, and date of completion.

ARTICLE 6: PROCUREMENT DOCUMENTS

The Procurement Documents comprise the entire agreement between District and Supplier concerning the Work, and those documents include this Agreement the General Conditions and all Procurement Documents as defined in the General Conditions. The Procurement Documents also include Change Orders, which may be delivered or issued after the effective date of this Agreement.

There are no Procurement Documents other than those listed in this Article 6. The Procurement Documents may only be amended by written Change Order as provided in Article 6 of the General Conditions.

ARTICLE 7: MISCELLANEOUS

Terms used in this Agreement and throughout the Procurement Documents which are defined in Article 1 of the General Conditions will have the meanings there indicated.

No assignment by a party of any rights under or interests in the Procurement Documents will be binding on another party without the written consent of the party sought to be bound; and no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.

IN WITNESS WHEREOF, the District and the Supplier have caused this Agreement to be executed the day and year first above written.

South Valley Sewer District: By: _____ Its: _____ Attest: _____ District Clerk	Supplier: By: _____ Its: _____
Address for Giving Notice: _____ _____	Address for Giving Notice: _____ _____

PART E (continued)

CONTRACT DOCUMENTS

GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS

Wherever used in these General Conditions or in the other Procurement Documents, the following terms have the meanings indicated below. Terms used in these General Conditions, which are defined in the Procurement Agreement, will have the meanings indicated in the Procurement Agreement.

Addenda: Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the Procurement Documents.

Bid: The offer or bid of the Supplier submitted on the prescribed form setting forth the price(s) for furnishing the product and services.

Change Order: A document, which is signed and dated by Supplier and the District after the effective date of the Procurement Agreement, and authorizes an addition, deletion or revision in the product or services, an adjustment in the contract price or the contract time, or otherwise modifies the terms, conditions or requirements of the Procurement Documents.

Contract Price: The monies payable by the District to Supplier under the Procurement Documents.

Contract Time: The number of successive calendar days stated in the Procurement Documents for furnishing the product and services. Time is of the essence of every performance or requirement of the Procurement Documents.

Day: A calendar day of 24 hours measured from 12:01 a.m. to the next midnight.

Defect/Defective: Refers to product or services which are unsatisfactory, faulty or deficient, and do not conform to the Procurement Documents or do not meet the requirements of any inspection, reference, standard, test or approval referred to in the Procurement Documents.

District: The South Valley Sewer District located at 1253 W. Jordan Basin Lane, Bluffdale, UT 84065.

FOB Point of Delivery: All transportation charges to the Point of Delivery, including but not limited to switching, trucking, lighterage, and special handling shall be paid by the Supplier.

Procurement Agreement: The agreement made between the District and Supplier as of the specified date.

Procurement Documents: The Procurement Documents are as defined as all documents included in the District's "Procurement Documents AST Pump Repair" issued by the District on or about September 13th, 2023.

U3P: The entity that operates Utah Public Procurement Place (U3P), the web provider/portal through which the District conducts its procurement processes.

Services: Services to be furnished to the District by Supplier as required by the Procurement Documents.

Supplier: The party to whom the Agreement is awarded; and who has agreed to supply and deliver the Product and/or Services to the District.

Technical Specifications: The Technical Specifications as set forth in the District's Procurement Documents.

Work: The type of repairs include, but are not limited to, the following; machining shafts, bowls, and any other components back to factory tolerances, refinishing or repairing any damage to pump components, repairing or replacing internal components that cannot be repaired, and refurbishing propellers or replacing propellers to meet factory specifications. All work is to be to the manufacturer specifications and tolerances, bringing the pumps back to as close to "new" condition as possible.

ARTICLE 2: INTENT OF PROCUREMENT DOCUMENTS

2.1 The Procurement Documents comprise the entire agreement between the District and the Supplier concerning the furnishing of the Product and Services. The Procurement Documents may be altered only by a written Change Order.

2.2 The Procurement Documents are complementary; what is called for by one is as binding as if called by all. If, during performance of the Procurement Agreement, Supplier discovers a conflict, error or discrepancy in the Procurement Documents, Supplier shall report the same to the District immediately in writing. If the conflict, error or discrepancy affects Supplier's performance, Supplier shall request and obtain a written interpretation or clarification from the District before proceeding further.

2.3 All Product, materials, equipment and Services required by the Procurement Documents to produce the specific result, will be supplied and delivered by Supplier to the District. When words which have a well-known technical or trade meaning are used to describe products, materials, equipment or services, such words will be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organizations or association, or to the code of any government authority, whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect at the effective date of the Procurement Agreement, except as may be otherwise specifically stated. Where deemed appropriate, clarifications and interpretation of the Procurement Documents shall be issued by and at the discretion of the District.

ARTICLE 3: TAXES

Supplier shall pay all sales, consumer, use and other similar taxes required by law to be paid due to the production and delivery of the product and furnishing of services. The District is exempt

from paying sales and use taxes. The District's sales and use tax exemption number is 12257770-002-STC.

ARTICLE 4: CHANGES IN THE PRODUCT OR SERVICES

6.1 Without invalidating the Procurement Agreement, the District may order additions, deletions or revisions in the Product or furnishings of Services. These changes will be authorized by Change Orders. Upon receipt of a Change Order, Supplier shall proceed on the basis of the change involved.

6.2 No change may be made in the Product or Services without authorization of a Change Order.

ARTICLE 5: CHANGE OF CONTRACT PRICE

7.1 The contract price constitutes the total compensation payable to Supplier for furnishing the Product and Services. All duties, responsibilities and obligations assigned to or undertaken by Supplier shall be at its expense without change in the contract price.

7.2 The contract price may be changed only by a Change Order.

ARTICLE 6: CHANGE OF CONTRACT TIME

8.1 The contract time may be changed only by a Change Order.

8.2 The contract time will be extended in an amount equal to time lost due to delays beyond the reasonable control of the Supplier if a claim is made and substantiated.

8.3 All time requirements and performances set forth in the Procurement Documents are of the essence.

ARTICLE 7: WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE

9.1 Supplier's obligation to furnish Services in accordance with the Procurement Documents is absolute, and Supplier warrants and guarantees to the District that all Services will be in accordance with the Procurement Documents and free from defects.

ARTICLE 8: SUSPENSION, CANCELLATION AND TERMINATION

10.1 The District may, at any time and without cause, suspend production and/or delivery of the Product or the furnishing of Services by notice in writing to Supplier. The suspension may not exceed ninety days. Upon 15 days written notice from the District, Supplier shall resume performance. Supplier will be allowed an increase in the Contract Price or an extension of the

Contract Time, or both, directly attributable to any suspension if Supplier makes and substantiates a claim which is approved by the Owner.

10.2 Upon the occurrence of any of the events listed below (10.2.A through 10.2.F), the District may, after giving Supplier ten days' written notice, terminate the Procurement Agreement.

- A. Supplier commences a voluntary proceeding under any chapter of the Bankruptcy Code (Title 11, U.S. Code), as now or hereafter in effect or if Supplier takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- B. A petition is filed against Supplier under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Supplier under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- C. Supplier makes a general assignment for the benefit of creditors;
- D. A trustee, receiver, custodian or agent of Supplier is appointed to take charge or property of Supplier for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Supplier's creditors;
- E. Supplier is unable to pay its debts generally as they become due; or
- F. Breach by Supplier of any provision of the Procurement Documents, and such breach continues for a period of 15 days after written notice to correct the breach from the District to Supplier.

10.3 Termination of the Procurement Agreement will not affect any rights and remedies of the District against Supplier then existing or which may thereafter accrue. Any retention or payment of moneys due Supplier by the District will not release Supplier from liability.

ARTICLE 9: SUPPLIER QUALIFICATIONS

Supplier hereby represents and warrants to the District that it has furnished similar services for public entities of comparable size and volume of waste material.

ARTICLE 12: PATENT FEES

12.1 Supplier shall pay any royalties and patent license fees required for its performance of the Procurement Documents.

12.2 Supplier shall indemnify, defend and hold harmless the District, and its Trustees, officers, agents and employees, against all claims or liability arising from any patent, trade secret, know-how, license or copyright in connection with the product.

ARTICLE 13: CONTRACT TERM AND RENEWALS

13.1 The initial contract term shall be _____ to _____.

ARTICLE 14: COSTS AND ATTORNEYS FEES

14.1 The prevailing party in any proceeding to enforce the requirements of the Procurement Documents shall be entitled to an award of its costs and attorneys fees.

-- End of Part E; Contract Documents --