

Request Date: May 21, 2009 Contract No. 07-1-09-3567	REQUEST FOR BID (THIS IS NOT AN ORDER) SALT LAKE CITY CORPORATION PURCHASING, CONTRACTS AND PROPERTY MANAGEMENT	BID # 0103BIDM090018 BID NO. MUST SHOW ON OUTSIDE OF ENVELOPE BIDS WILL BE ACCEPTED UNTIL 3:00 P.M. ON Tuesday, June 9, 2009 AT WHICH TIME THE BIDS WILL BE OPENED. FOR ADDITIONAL INFORMATION CONTACT: Buyer: Tiffany Sorensen, Procurement Specialist Phone: (801) 535-6347 Fax: (801) 535-6656
B _____ I _____ D _____ D _____ E _____ R _____		

BIDDER RESPONSES	BRIEF DESCRIPTION
<u>Provide the following information about your company:</u> Company is a: Corporation ☐ (Check one) Partnership ☐ Individual ☐ DBA ☐ Limited Liability Co. ☐ Duly organized under the laws of the State of: _____ <u>Provide the name(s) of your insurance carrier(s):</u> Worker's Comp: _____ General Liability: _____	Salt Lake City Corporation (the City), is soliciting competitive sealed bids from qualified contractors to provide boiler-water chemicals and testing services for the heating and cooling systems of various City owned facilities as specified herein, for the Facility Services Division. The attached specification No. SS050 is hereby declared a part of this bid. Note: Bid award information will be posted to our website: www.slcpurchasing.com For Americans With Disabilities (ADA) accommodations, contact the buyer listed on this form, email to tiffany.sorensen@slcgov.com or use our TDD phone at (801) 535-6021. Please allow 48 hour notice.
<u>To submit a "No Bid" response check one box below:</u> ☐ We are unable to submit a bid at this time, but would like to remain on the bidders list. ☐ We do not provide the above product or service. Please remove our company name from this bid list.	**** Failure to Respond to This Request May Result in Automatic Removal of Your Company Name from the Bid List(s) **** ALL BIDS WILL BE SUBMITTED WITH THIS FORM. FORM MUST BE SIGNED BY BIDDER. The right is reserved to reject all bids, to waive any informality or technicality or to accept bids deemed in the best interest of Salt Lake City Corporation.
The undersigned offers and agrees to furnish the above articles and/or services at the prices and terms stated, subject to the General Conditions of this Bid. _____ Federal Tax Identification Number _____ Company Name _____ Contact Name (please print) _____ Signed Phone No. _____ Fax No. _____ Email: _____	DELIVERY / MAILING ADDRESS Hand deliver or send bid by express courier (FedEx, etc) to: Salt Lake City Corporation Purchasing, Contracts, & Property Management Division 451 S State Street Room 238 Salt Lake City, UT 84111 (OR) Send bid by U.S. Postal Service to: Salt Lake City Corporation Purchasing, Contracts, & Property Management Division PO Box 145455 Salt Lake City, UT 84114-5455
THIS BID IS CONDITIONED UPON THE TERMS GOVERNING SALES TO THE CITY	

SALT LAKE CITY CORPORATION

REQUEST FOR BID

BOILER & CHILLER CHEMICALS AND SERVICE

FACILITY SERVICES DIVISION

BID NO. 0103BIDM090018

I. INTENT OF SOLICITATION

Salt Lake City Corporation (the City), is soliciting competitive sealed bids from qualified contractors to provide boiler-water chemicals and testing services for the heating and cooling systems of various City owned facilities as specified herein, for the Facility Services Division.

For a more complete description of product and/or service requirements refer to **Exhibit “A”** of the attached **SAMPLE AGREEMENT**.

II. WRITTEN AGREEMENT REQUIRED

The selected contractor shall be required to enter into a written agreement with Salt Lake City Corporation (see **Attachment “A”, Sample Agreement**).

Bidders are advised to read thoroughly the sample agreement as the selected bidder will be required to comply with its requirements. BIDDER’S SIGNATURE ON THE REQUEST FOR BID SHEET SHALL SERVE AS AN ACKNOWLEDGMENT THAT BIDDER IS WILLING TO ENTER INTO THE AGREEMENT IF AWARDED THE CONTRACT. If bidder has any exceptions to the sample agreement, the procedures stated under Paragraph VI, EXCEPTIONS, must be followed.

Bidders should pay particular attention to insurance coverage and notice of policy cancellation requirements specified in Paragraph 4 of the Sample Agreement. Proposed pricing must include associated insurance costs. The selected contractor will be required to provide insurance certificates at the time of notification of conditional contract award.

III. SUBMISSION OF BIDS

Competitive sealed bids will be accepted in the Purchasing, Contracts & Property Management Division until 3:00 p.m. on **Tuesday, June 9, 2009**, at which time they will be publicly opened and read aloud. Reference the Request for Bid cover sheet for the shipping address. **BIDS RECEIVED AFTER 3:00 P.M. WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED.** All bids will be submitted on the forms provided by Salt Lake City Corporation. The bid form must be signed by a representative of the company

having the legal authority to bind the bidder contractually. Bidder's signature on the face of the bid form indicates bidder's agreement to be governed by Salt Lake City Ordinances and Administrative Rules and to comply with all terms and conditions set forth in this solicitation.

IV. CONTENT OF BID

All bids submitted must include at least the following information:

- A. Bid Cover Sheet must be signed and returned.
- B. Exhibit "B", Price Schedule, of the Sample Agreement must be filled out completely and returned. All bids must be in U.S. dollars.
- C. Exhibit "B-1", Other Required Information, of the Sample Agreement must be filled out completely and returned.
- D. Attach a list of chemicals proposed for use with a description of each chemical and its intended purpose.

BIDS RECEIVED THAT DO NOT CONTAIN THE ABOVE ITEMS MAY BE REJECTED.

PURSUANT TO REQUIREMENTS OF THE CITY'S "ETHICS POLICY", PLEASE DO NOT SUBMIT ANY GIFTS OR PROMOTIONAL ITEMS WITH YOUR BID. CITY EMPLOYEES ARE NOT ALLOWED TO ACCEPT SUCH ITEMS REGARDLESS OF THEIR VALUE.

V. SUBMISSION DEEMED AGREEMENT

Submission of a bid, proposal or other offer or submission constitutes the bidder's or offeror's agreement to all of the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. In addition, submission of a bid, proposal or other offer or submission by fax or E-mail constitutes a waiver of any claim to confidentiality, or any protest based on such a claim. By the submission of any bid, proposal or other offer or submission, the bidder or offeror represents that the matters stated therein are true and correct.

VI. EXCEPTIONS

In the event a bidder desires to take exception to any term or condition set forth in the Sample Agreement, and/or any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this Request for Bid. **Exceptions or deviations to any of the terms and conditions must not be added to the Request for Bid pages but must be a separate document accompanying the bid.** Should the City omit anything from this bid request which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall secure written instructions from the Purchasing, Contracts & Property Management Division at least forty-eight (48) hours prior to the time and date of the bid opening shown in Paragraph III above.

VII. NOTICE TO BIDDERS

The City may not consider bids from individuals, contractors, firms or corporations included in the following categories:

- A. Any organization or individual currently in arrears or in default to the City on a previous debt or contract.

- B. Any organization or individual currently in default as surety, or otherwise, for any obligation to the City.
- C. Any organization or individual who has previously failed to faithfully perform a contract with Salt Lake City Corporation.

VIII. ADDITIONAL INFORMATION

The City's **designated contact person** for questions or additional information concerning the services and/or products specified in this Request for Bid, or for additional information concerning Request for Bid procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, is **Tiffany Sorensen** in the Purchasing, Contracts & Property Management Division: telephone (801) 535-6347; TDD (801) 535-6021; FAX (801) 535-6656; e-mail (tiffany.sorensen@slcgov.com).

IX. AWARD OF CONTRACT

Bidders are advised that award of a contract from this bid will be made to the lowest responsible and responsive bidder. The City reserves the right to reject any or all bids submitted in response to this solicitation, to waive any informality or technicality, or to accept bids deemed to be in the best interest of the City.

X. GOVERNING CODE AND RULES

The City's procurement processes, including this competitive solicitation, are governed by Salt Lake City Code 3.24 and Salt Lake City Administrative Rules for Procurement.

XI. PRE-BID CONFERENCE AND SITE TOUR

All bidders are advised there shall be a Pre-bid Conference held at **10:00 a.m. on Thursday, May 28, 2009, at Salt Lake City Facilities Division located at 248 East 600 South. All interested bidders should be in attendance.** The purpose of this conference shall be to clarify any questions regarding these specifications. If necessary, following the conference, a written addendum shall be issued to all bidders. Questions not submitted prior to or at the conference shall not receive a written response.

Bidders are **strongly urged** to participate in a site tour which shall commence immediately following the Pre-bid Conference. This site inspection shall consist of a thorough inspection of the sites.

Interested bidders should email Tiffany Sorensen if they are planning on attending the pre-bid conference and site tour.

ATTACHMENT "A"

CONTRACT NO. 07-1-09-3567

Rev. 

SAMPLE AGREEMENT

BOILER & CHILLER CHEMICALS AND SERVICE

FOR THE SALT LAKE CITY FACILITY SERVICES DIVISION

THIS AGREEMENT is between SALT LAKE CITY CORPORATION, a Utah municipal corporation ("City"), and Ø, a _ ("Contractor), and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

RECITALS

1. Contractor desires to provide certain boiler-water chemicals and testing services for City's Facility Services Division.
2. City desires to engage Contractor for such services.

AGREEMENT

In consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. Contractor shall provide certain boiler-water chemicals and testing services for City's Facility Services Division as described in Exhibit "A" for an initial term of two (2) years commencing as of September 18, 2009, or the date of this Agreement if later than the aforementioned date. City may extend this Agreement for three (3) additional one-year terms, renewable on an annual basis, under the same terms and conditions. Notice of term extensions shall be in writing served upon Contractor by regular mail at least thirty (30) days before the expiration of the original term of this Agreement, or any renewal term, in order for such extension to be effective. After all annual term extensions have been exercised, City shall have the right to extend this Agreement for an additional term of up to four (4) months by giving Contractor written notice at least ten (10) days before the expiration of the last annual extension, provided, however, that City may terminate such additional term by giving Contractor at least five (5) days prior written notice of such termination. This is a non-exclusive contract and City reserves the right to acquire the services or equipment, at its discretion, from other sources during the term of this Agreement. All financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. For services provided to City, Contractor shall be paid as specified under Exhibit "B" (Price Schedule).

3. For such consideration, Contractor shall furnish all materials, supervision, labor, and equipment to complete the requirements of this Agreement.

4. The following insurance requirements apply to this Agreement:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

(1) Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to City.

(2) All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(a) Currently rated A- or better by A.M. Best Company;
—OR—

(b) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.

(3) Contractor shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(4) In the event any work is subcontracted, Contractor shall require its subcontractor, at no cost to City, to secure and maintain all minimum insurance coverages required of Contractor hereunder.

(5) In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Contractor shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to City.

(6) All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 days prior written notice to City in a manner approved by the City Attorney.

B. REQUIRED INSURANCE POLICIES. Contractor, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

(1) Worker's compensation and employer's liability insurance sufficient to cover all of Contractor's employees pursuant to Utah law. This requirement includes those who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, Contractor shall require its subcontractor(s)

similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(2) Commercial general liability (CGL) insurance with City as an additional insured, in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 general aggregate and \$3,000,000 products and completed operations aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect City, Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Contractor's operations under this Agreement, whether performed by Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations.

(3) Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles in the minimum amount of a combined single limit of \$2,000,000 per occurrence or \$1,000,000 liability per person, \$2,000,000 liability per occurrence, and \$250,000 property damage. These limits can be reached either with a commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy.

5. Contractor shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and Contractor shall hold City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by City as a result of such violation.

6. Either party may cancel this Agreement for any reason upon giving the other party thirty (30) days prior written notice. Such notice shall be sent to the last known address of the party to be notified.

7. City may, without prejudice to any right or remedy, and without the necessity of giving the thirty (30) day notice provided in paragraph 6 above, terminate this Agreement for cause in the event Contractor fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions set forth in this Agreement and fails to cure such failure within seven (7) days after written notice from City of such failure.

8. If this Agreement is canceled or terminated as provided herein, City shall pay Contractor on the basis of actual services satisfactorily performed as calculated by City.

9. Contractor, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion, or non-job related disability, shall be excluded from participation in, denied the benefits of, or

be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

10. Contractor shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Contractor's intentionally wrongful, reckless, or negligent performance hereunder. If City's tender of defense, based upon this indemnity provision, is rejected by Contractor, and Contractor is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Contractor shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Contractor to indemnify the indemnitee against the indemnitee's own negligence.

11. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.

Contractor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

12. **GOVERNMENT RECORDS AND MANAGEMENT ACT.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by the Contractor pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Contractor. Any materials for which the Contractor claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from the Contractor explaining the Contractor's claim of exemption from disclosure. City will make reasonable efforts to notify the Contractor of any requests made for disclosure of documents submitted under a claim of confidentiality. The Contractor may, at the Contractor's sole expense, take any appropriate actions to prevent disclosure of such material. The Contractor specifically waives any claims against City related to disclosure of any materials required by GRAMA.

13. Contractor is not an employee of City for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified herein.

14. All notices shall be directed to the following addresses:

City: Salt Lake City Corporation
Purchasing, Contracts & Property Mgmt.
Attention: City Contracts Administrator
(For U.S. Postal Service delivery)
P.O. Box 145455

Salt Lake City, Utah 84114-5455

-OR-

(For hand delivery or express courier delivery)

451 South State Street, Room 238

Salt Lake City, Utah 84111

City:

With a copy to:

Salt Lake City Corporation

Facility Services Division

Attention: Senior Facilities Supervisor

(For U.S. Postal Service delivery)

P.O. Box 145554

Salt Lake City, Utah 84114-5554

-OR-

(For hand delivery or express courier delivery)

248 East 600 South

Salt Lake City, Utah 84111

Contractor:

Ø

Attention:

—

—

15. This Agreement shall not be assigned by either party without the prior written consent of the other party.

16. Contractor's obligations are solely to City and City's obligations are solely to Contractor. This Agreement shall confer no third party rights whatsoever.

17. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both an authorized representative of Contractor and by City's Mayor or the Mayor's designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of 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 City. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

18. Any ambiguity in this Agreement shall be construed in favor of City.

19. This Agreement shall be enforced in and governed by the laws of the state of Utah.

The parties are signing this Agreement as of the date stated in the introductory clause.

EXHIBIT “A”

SCOPE OF WORK

BOILER & CHILLER CHEMICALS AND SERVICE

I. GENERAL

- A. Contractor, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.commerce.state.ut.us.

- B. Contractor shall assume full responsibility for damage to City property caused by Contractor's employees or equipment as determined by designated City personnel.
- C. Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.
- D. Contractor shall possess and keep in force all licenses and permits required to perform services under this Agreement.
- E. No guarantee of the actual service/product requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need.
- F. Provide to City material safety data sheets (MSDS) for City approved biodegradable chemicals used in performance of the service. All residue as a result of providing and using chemicals shall be collected, taken away, and properly disposed of by Contractor according to Occupational Safety and Health Administration (OSHA), State, Federal, and local environmental laws and regulations.

II. RESPONSIBILITIES OF CONTRACTOR

The responsibilities of Contractor include, but shall not be limited to, the following:

- A. The following responsibilities shall be **included in the total annual rate** for chemicals and services, as stated on Exhibit “B”, Price Schedule. Services shall include, but not be limited to the following:
1. Provide all necessary equipment, materials, supplies, chemicals, supervision, labor, including an adequate number of trained employees* to perform the requirements of this Agreement. (*sub-contracting is not allowed)

- a. Test every 14 days, and add chemicals as needed at:
 - o City & County Building, 451 S. State Street (*Library Block BoilerRoom*)
 - o Public Safety Building, 315 East 200 South
 - b. Test every six months, and add chemicals as needed at:
 - o Plaza 349, 349 South 2nd East
 - o Justice Courts Building, 333 South 200 East
 - o Pioneer Precinct, 1040 West 700 South
 - o Franklin Covey Field, 1365 South West Temple
 - o Fire Station No. 2, 270 West 300 North
 - o Fire Station No. 5, 1023 East 900 South
 - o Fairmont Park Global Artways, 1040 Sugarmont Dr.
2. Perform a complete initial analysis of equipment upon execution of the Agreement. This shall include an on-site chemical analysis for all boiler and closed systems, as specified herein. Establish and provide appropriate control ranges for each system. Recommend chemicals that shall provide optimum control of scale, corrosion and biological growth taking into consideration the min/max water chemistry ranges as listed in section IV of this exhibit.
Note: It is imperative that Contractor immediately uses nitrite to determine the sizes of the closed loops to determine how much propylene must be added to each system.
3. Perform service inspections at City & County and Public Safety Buildings as indicated below and every six (6) months at the other City buildings listed in paragraph A-1.b above. Scheduling of the specific dates and times shall be coordinated with City designee.
 - a. Condenser Water Systems: 1 visit every 14 days
 - b. Closed Water Systems: 1 visit every 30 days
 - c. Steam Boilers: 1 visit every 14 days
 - d. Steam & Condensate Systems: 1 visit every 14 days
4. Provide weekly visits if a problem should develop with the control ranges until problem is rectified at no additional cost.
5. Survey pH at various intermediate points, in all condensate lines, a minimum of every six (6) months throughout the Agreement year to ensure adequate coverage of steam line treatment.
6. Provide City designee with a complete, written report of findings following each analysis.
7. Chemicals:

- a. Maintain a full stock of chemicals to be provided to City. Chemicals shall be delivered within a maximum of five (5) days after a verbal order is made to Contractor by City personnel.
 - b. Provide all necessary boiler-water chemicals in a container with a maximum size of five (5) gallons. Other chemicals may be supplied in larger totes or drums as approved by City designee.
 - c. Deliver directly to a City designee only. Chemicals shall not be left outside unattended.
 - d. Remove all empty and/or partially empty chemical containers from the job site during the term of, and at the termination of, this Agreement. Contractor shall remove all empty containers on the day testing is conducted.
 8. Provide training with a test kit including appropriate chemicals to enable City personnel to conduct their own daily testing and chemical feeding in between Contractor's regularly scheduled visits.
 9. Provide an adequate number of test kits for City personnel to use for testing in between Contractor's regularly scheduled service visits, at no additional cost.
 10. Provide a minimum of two (2) training sessions during each year of this Agreement for Support Services personnel. The training shall be in general boiler water treatment theory, water testing and operations, and include the use of the specific chemicals to be used according to the conditions found. Such training shall include commercially developed training aids (videos, slides, etc.) and manuals specifically designed for the equipment used by City.
 11. During the term of this Agreement, if Contractor determines that there is a need to change any of the chemicals in the formulations originally offered; all such changes shall be pre-approved by City in writing. The request for change shall be accompanied by a new label and MSDS for each product. The annual cost for chemicals and services shall not be affected by such change.
 12. Furnish City designee with the names of key contacts and their telephone numbers (including cellular and pager numbers) that may be contacted 24 hours-7 days a week.
- B. The following **additional responsibilities and services** shall be provided at the rates stated on Exhibit "B", Price Schedule:
1. Contractor shall respond to additional calls throughout the year on an "as needed" basis. Additional calls shall be in the event of an emergency or to resolve problem situations that may arise. In the event an emergency situation

does arise, Contractor shall respond within four (4) hours, run a complete set of tests, and correct the problem.

2. Supply and deliver additional Glycol and Nitrate test kits upon request.
3. Supply and deliver freeze protection chemicals for closed systems upon request.
4. Conduct an exhaustive water sample test upon request by City. Sample will be delivered to Contractor by City personnel.
5. Retreat new water with sodium borate and sodium nitrate, if closed system is drained.
6. Provide testing and consultation for other City departments upon request at an hourly rate.

III. PLANT LOCATIONS AND EQUIPMENT

- A. City & County Building - Library Block Boiler Room 249 East Fifth South

Heating System:

2 Steam Boilers-Run in Tandem and Cycle on and off, pressure set at 35-40 psi, wet lay-up during the summer.

One D.A. tank and associated pumps

One water softener

Heat exchanger in City & County Building for closed water heating system

Condensate receiver and pumps

Old Library supplied with steam from boiler plant

Heat exchanger

Condensate receiver and pumps

Cooling System:

3 centra-vac units-maximum tonnage used 800

3 cell cooling tower-max tonnage 1300

Plate exchanger

Closed chill water system

Open condenser system

- B. Public Safety Building 315 East Second South

Heating System:

Seller's Low Pressure Steam Boiler

Steam to air handlers and absorption chillers

Heat exchanger for hydronic heating units

D.A. tank and pumps

Cooling system:

2 Carrier Absorption Chillers

Open condenser tower system

Closed chill water system

- | | | |
|----|---|-----------------------|
| C. | Plaza 349
Hot water boiler | 349 South Second East |
| D. | Judicial Courts Building
Hot water boilers
Chill water
Air cooled condenser | 333 South Second East |
| E. | Franklin Covey Field
2 Hot water boilers
One York Chiller-Air cooled condenser
Closed chill water system | #77 West 1300 South |
| F. | Fire Station #2
Hot water boiler
Cooling
Chiller - Air-cooled condenser
Chill water-closed system | 270 West 300 North |
| G. | Fire Station # 5
Hot water boiler
Cooling
Chiller-Air cooled condenser
Chill water-closed system | 1023 East 900 South |
| H. | Fairmont Park Global Artways
Hot water boiler | 1040 Sugarmont Drive |
| I. | Pioneer Precinct
Two hot water boilers
Cooling Freon system
Cooling for Range
Evaporative system – 100% make-up | 1040 West 700 South |

*Contractor shall provide a Bromine feeder and supply tablets as needed for this location.

IV. MINIMUM & MAXIMUM WATER CHEMISTRY RANGES

A. **HEATING SYSTEMS**

Feed water:

Hardness: 0-1 max parts per million (ppm)

Iron: .5 max ppm

Boiler Water:

Alkalinity: P-300-800 ppm

M-1000 Max ppm

OH-250-500 ppm
S03-30-50 ppm
Fe-0-.1 ppm
P04-20-40 Plus 2O-40 ppm of active dispersants
Conductivity-3 500-4000 mhos

Condensate

pH 7.4-7.8
Conductivity: 50max
Iron: .2 max ppm

B. CLOSED HEATING & COOLING SYSTEMS

N02-600-800 ppm
pH 7-10.5
Propylene glycol concentration in %: 25-30

C. OPEN CONDENSER SYSTEMS

Cooling Tower Condenser Water

Alkalinity: M 80-500 ppm
Calcium: 200-1000 ppm
Conductivity: 2000 – 2500 mhos
pH: 8.2-8.4
Organo-PO4 8-12 ppm
(Micro biocide, not necessary to be Redwood compatible, control range less than 10.5 microorganisms per m.1)

V. PRODUCT AND SERVICES SUBJECT TO REVIEW

City reserves the right to monitor the quality of products and services being provided. In the event that products or services fall below the requirements set forth in this Agreement, Contractor shall be given twenty-four (24) hours to correct said deficiencies. Failure to make such correction shall be considered grounds for immediate cancellation. Contractor shall be liable for damage to City equipment which may result from the use of a product provided by Contractor except when it can be proven that such damage is a result of City's failure to follow Contractor's instructions related to chemical feed rates.

VI. PRODUCTS/SERVICES FOR OTHER CITY DEPARTMENTS

On occasion, it may be necessary for Contractor to respond to calls from other City departments to provide the specified products/services. In such cases, Contractor shall supply the desired products/services at the request of the department. All products/services shall be provided at the rates stated in Exhibit "B". Invoices shall be sent directly to and paid by the department or division originating the request.

EXHIBIT "B"
PRICE SCHEDULE

BOILER-WATER CHEMICALS AND SERVICE

I. GENERAL

- A. Prices stated include all costs associated with the performance of the services specified, including insurance, materials, supervision, labor, transportation, delivery, and related costs. No other charges shall be allowed.
- B. City is exempt from sales, use and federal excise taxes on these products and/or services. Exemption certificates shall be furnished upon request.
- C. Prices stated shall be firm for the initial two-year term of this Agreement. Requests for price adjustment thereafter shall follow requirements specified in Paragraph III, Option Renewal Period Price Adjustment.

II. PRICING

- A. Total annual fee to provide all chemicals and services for the buildings specified herein. Annual fee includes all supplies, materials, chemicals, labor, transportation, etc. as outlined in Exhibit "A", Section II-A.

Total annual fee \$ _____

To be paid to Contractor in the form of
12 monthly payments of \$ _____/mo

- B. Hourly service rate for emergency service calls:
(Must include all truck, transportation and fuel charges)
 - 1. Monday – Friday 8 AM to 5PM \$ _____/hr
 - 2. After Regular Working Hours \$ _____/hr
 - 3. Holidays \$ _____/hr
- C. Hourly service rate for consultation and/or service calls requested from other City Departments: (Must include all truck, transportation and fuel charges)
 - 1. Monday – Friday 8 AM to 5PM \$ _____/hr
 - 2. After Regular Working Hours \$ _____/hr
 - 3. Holidays \$ _____/hr

- D. Price (per thousand gallons of water) to retreat new water with sodium borate and sodium nitrate, if closed system is drained.....\$_____/per 1000 gallons
- E. Price for an exhaustive water sample test\$_____ per test
- F. Price for additional test kits requested by City outside of the scope of the kits already included in the annual fee.
1. Glycol\$_____ per kit and/or Bulk rate \$_____per ____kits
 2. Nitrate.....\$_____per kit and/or Bulk rate \$_____per ____kits
- G. Price for freeze protection chemicals, as requested, for closed systems:
1. "Dowtherm" or City approved equal:.....\$_____ per gallon
 2. "Dowfrost" or City approved equal:.....\$_____ per gallon

List any "quantity" price-breaks available or any minimum quantity requirements when ordering the above chemicals:_____

III. **OPTION RENEWAL PERIOD PRICE ADJUSTMENT.**

Prices stated are firm for the initial two-year term of this Agreement. If this Agreement is extended for additional option periods price adjustments may be made, however, any request for price adjustment shall be made prior to the beginning date of the contract option renewal. Contractor shall calculate and make a request of City that the prices for the next renewal year be increased by the lesser of three percent (3%), or the same percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US City Average" published by the Bureau of Labor Statistics of the US Federal Government. If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties.

IV. **INVOICING AND PAYMENT**

City shall make payment to Contractor for all services performed by Contractor pursuant to this Agreement. Contractor shall submit a written invoice, in duplicate, for services rendered and City shall pay the invoiced fee within thirty (30) days after receipt of the invoice by City.

Invoices shall be submitted to: Salt Lake City Corporation
Facility Services Division
Attention: Office Facilitator
P.O. Box 145554
Salt Lake City, Utah 84114-5554

EXHIBIT “B-1”

OTHER REQUIRED INFORMATION

BIDDER: Please complete the following and return with your bid response.

- I. Early Payment Discount.** Identify any early payment discount or discounts that you are willing to offer for the purchases contemplated herein, such as “2/10, net 30” where City can take an immediate 2% discount if the payment is made within 10 days after receipt of the invoice or pay the full amount within 30 days from such receipt.

- II. Electronic Payments.** The City has developed a process by which vendors can receive payments and remittance advices electronically. The electronic process will (1) allow vendors to receive collected funds the day following the City's weekly "check write," and (2) will provide an electronic remittance advice on the day of the "check write." The remittance advice will be sent via e-mail through the internet to as many as three separate e-mail addresses. The remittance advice will contain exactly the same information that would have been included on a check stub. Also available is a vendor web page that allows a vendor, with proper user name and password, to see its history of payments from the City.

The City is encouraging bidders to accept electronic payments using the above process. Please provide information relating to: (1) your ability to accept electronic payments and remittance advices; (2) your policy, if any, regarding electronic payments and (3) your discount, if any, for electronic payments.

☐ **Mark box if your company does not accept electronic payments.**

- III. Interest in sustainability, recycling, and other environmental matters.** The City has an interest in measures used by its suppliers to ensure sustainable operations with minimal adverse impact on the environment. Please state whether your firm has a formal sustainability program or policy and, if so, please attach a copy to your proposal. Any sustainability program should address recycling, re-use of materials, and reduction of waste. Please list measures such as alternative fuel vehicles, recycling measures, and energy reduction measures used by your firm in its operations.

☐ Mark box if your company does not have programs in place at this time.

IV. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

(Note: After reading the following two paragraphs, check the box in the space provided below the paragraphs to show that you agree with the following representation.)

The bidder represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

Pursuant to the foregoing "Ethics Clause", it is the City's policy that City employees are prohibited from personally accepting gifts, incentives, and marketing or promotional items from suppliers and that suppliers shall not offer such items to City employees. Such offers from suppliers are inappropriate and may result in suspension or debarment of the supplier from the City's procurement processes.

Check the box below:

☐ We have read and agree to honor the City's "Ethics Clause" set forth above.

IV. Provide a statement describing the company's experience and qualifications to perform the services as outlined in this solicitation. Please limit this information to 1-2 pages and include the following:

1. Number of years your company has been providing the type of products and services specified.
2. Level of training and experience of staff members which will be performing the services for the City under the resulting Agreement.
3. References: Provide the contact names, titles, telephone numbers, and dates of service for two **(2) previous** and two **(2) current** customers who can speak of your company's ability to perform the required services. By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for bid.

Check the box below:

- ☐ **We agree that neither City nor the clients referenced shall have any liability regarding any references provided in connection with this bid, or City's use of such references in making selections under this request for bid.**