



Riverton City Purchasing
 12830 South 1700 West * Riverton, Utah 84065

Bid No.: CC16-331
 (Show this number on envelope)

INVITATION FOR BID

**BEFORE REPLYING TO THIS BID PLEASE READ THE INSTRUCTIONS AND GENERAL PROVISIONS PROVIDED WITH THIS DOCUMENT
 REPLIES MUST BE LEGIBLE**

Company: _____ Fed. ID No. _____

Legal Status: Sole Proprietor Non-Profit Corp. Profit Corp. Partnership Gov. _____

Ordering Address: _____

_____ Contact Person: _____

Phone: _____ Fax: _____

E-Mail: _____

Remit Address: _____

_____ Price Guaranteed Until - Date: _____

Department: Streets

Requisition Number: 125456

Inquiries Sent To: Craig Calvert

E-Mail: ccalvert@rivertoncity.com

Phone: 801-208-3175 Date Sent: 3/15/2017

RETURN BID TO:

Note: Bids will be opened and read publicly at:

Riverton City

2:00 PM On 3/23/17

Attn: Purchasing
 12830 S. 1700 W.
 Riverton, Utah 84065
 Phone: 801-208-3175

**THE BID NUMBER LISTED IN THE UPPER
 RIGHT-HAND CORNER OF THIS
 DOCUMENT MUST BE SHOWN ON THE
 OUTSIDE OF THE RETURN ENVELOPE.**

BIDS CANNOT BE FAXED

Visit the Riverton City Home Page at: www.rivertoncity.com

Item(s) and Specifications	Quantity	Unit	Net Unit Price	Extended Price
<p>This is a reverse bid to sale a surplus piece of property. The bid will be awarded to the highest bidder. Attached is the appraisal on the property. The City does not want to take less than the appraised value.</p> <p>Terms of Sale are attached.</p> <p>Surplus Property - Vacant Lot 11843 South Scenic Acres Drive Lot 223, Scenic Cove Subdivision Phase 2 Riverton, Utah 84096</p>	1	Lot		-
Total Price, without freight (FOB Origin) \$		Total Price, with freight (FOB Destination) \$		

Receipt of addendum acknowledgement. Addendum # 1 ___ 2 ___ 3 ___ 4 ___ 5 ___ 6 ___.

The undersigned certifies that the vendor is willing and able to furnish the item(s) specified on this bid!

Vendors Authorized Agent: type or print NAME and TITLE) _____

Signature: _____ Date: _____

Please SIGN IN INK or this bid may be rejected, Your signature indicates you have read and agreed to the Instructions & General Provisions.

Terms of Sale

- Title Company: The Seller's title company shall be Monument Title Company.
- Earnest Money Deposit: \$2,500.00 to be deposited at Monument Title Company. The Earnest Money Deposit shall be refundable to Buyer in the event Buyer terminates the contract during the Inspection Period.
- Terms: All cash at closing in immediately available funds.
- Inspection Period: 60 days. To include the following contingencies: Title, Survey, Off Record Matters, Sellers Property Disclosure, Insurance, Inspection, Loan, and Environmental if required. All of Buyer's Due Diligence conducted during the Inspection Period shall be paid for by the Buyer. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Inspection Period.
- Closing Deadline: 21 days after the expiration of the Inspection Period.
- Closing Costs: To be divided in accordance with Utah custom.
- Brokerage: Buyer's Broker Fee must be included in the bid price and is to be paid by the Buyer at closing.
- Documents: Seller will draft the Purchase Agreement.
- Title to Property: Seller represents that Seller has fee simple title to the Property and will convey good and marketable title to Buyer at Closing by a Special Warranty Deed.
- Buyer's Deliveries: Buyer shall provide Seller with a copy of any of its Due Diligence work product generated during the Inspection Period, these items may include: survey, environmental reports, soils reports, etc.
- Access: Upon full execution of agreement, Seller grants Buyer and persons under its control and direction, the right to enter upon the Property for the purposes of conducting such tests and studies as Buyer deems necessary in order to determine the feasibility of developing the Property for Buyer's intended use. Buyer will indemnify, defend, and hold Seller harmless from and against all loss, claims, and liability arising out of the entry of Buyer's agents, contractors, and employees upon the Property.

Specific additional terms will need to be addressed and included in a written Purchase Agreement.

Invitation for Bid Instructions and General Provisions

"Failure to comply with the following instructions may cause rejection of this bid"

1. **Administrative Authority:**

The administration of this purchasing process is conducted by the Riverton City Purchasing Agent. No contact of the City Mayor, City Council or any employee in regards to this solicitation other than those listed herein.

2. **No Obligation Implied:**

This Invitation for Bid implies no obligation on the part of Riverton City.

3. **Contract requirements:**

Any contract that may arise from this Invitation for Bid is subject to the following Terms and Conditions:

INDEMNIFICATION - The contractor agrees to protect, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims, liens, demands and causes of action of every kind and character arising out of performance of the Work by the contractor or by its subcontractors, including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities). The Contractor further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claim, demand or cause of action is due solely to the fault of Riverton City and, release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

INDEPENDENT CONTRACT - It is understood and agreed by the parties that the contractor is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Contractor's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

INSURANCE - The contractor agrees to acquire and maintain the appropriate insurance, in the appropriate amounts, for the service(s) provided. This may include, but not limited to workers compensation, liability and errors in omission. Proof of insurance will be provided to the City upon request.

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

4. **Riverton City Reservations:**

The right is reserved to cancel this Invitation for Bid or to accept or reject any or all bids, and to waive any informality or technicality in any bid, in the interest of Riverton City. Riverton City reserves the right to award multiple contracts to more than one vendor for the same or similar items. Riverton City reserves the right for an option to renew or extend any contract that may arise from this Invitation for Bid, not to exceed four (4) renewals or extensions. Unless specifically provided for elsewhere in this bid, multiple or alternate bids will not be accepted. The City Mayor and City Council reserves the right to purchase such brands as they desires, irrespective of price. The right is reserved, unless supplier countermands, to increase or decrease the quantity of any item(s) as the bid price. Riverton City reserves the right to cancel any item(s) not delivered after the purchase order issued. Riverton City reserves the right to select some or all of the items from any vendor unless an "all or nothing" statement is included in the bid. Riverton City does not guarantee to make any purchase from this bid. Estimated quantities are for bidding purposes only and are not to be interpreted as a guarantee to purchase any amount.

5. **Failure to Respond:**

Failure to respond may result in the removal of your firm from the vendor's list for the commodity(s) listed. Unless you advise the Purchasing Agent prior to the bid due date that you desire to receive future invitations to bid on this commodity. Three consecutive no responses will result in removal

6. **Bid Preparation:**

- A. Fill out this bid form completely filling in all blanks, either in ink or typewritten. All information provided must be legible.
- B. Errors may be crossed out and corrections made in ink or typewritten (no type covers) adjacent and must be initialed in ink by the person signing the bid.
- C. Any manufacturer's name, trade names, brand names or catalog number(s) used in this specification are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive, and bids are invited on these and comparable brands or products by any manufacturer. All items will be evaluated on an "**acceptable substitute**" basis unless stated otherwise, Riverton City determining acceptability.
- D. Price each item separately and extend, unless each item makes up a complete system or a lot price requested. Unit price will govern if there is an error in the extension.
- E. Furnish descriptive literature for each item bid. If a substitute is offered make a full written explanation on the bid as to its brand name, model number etc.
- F. Submit your bid on the documents furnished herein.
- G. Do not bid on items you cannot supply promptly.
- H. Provide information on local availability of parts and service for all items bid and service literature to allow for in-house maintenance and repairs

7. **Bid Submittal:**

- A. The bid must be signed in ink and delivered to Purchasing by the "**Due Date & Time.**" The bid number must appear on the outside of the envelope. **Fax bids will not be accepted.**
- B. Bids, modifications, or corrections received after the closing time on the "**Due Date**" will be considered late.
- C. All purchases are subject to Riverton City purchasing ordinance.

8. **Warranties:**

Contractor warrants that all equipment, and/or materials, and/or labor that is furnished or performed will be free from defects for a minimum period of twelve (12) months from date of acceptance. Upon notice from the City of any defect during the applicable warranty period, the affected item, parts or work shall be redone, redesigned, repaired or replaced by contractor (at contractor's expense) at a time acceptable to the City.

9. **Conformance Warranty:**

Vendor warrants the item(s) bid will conform to the description as bid, and applicable specifications, and shall be of good and merchantable quality for the known purpose for which it is sold.

10. **Bid Evaluation:**

Any item bid is subject to evaluation. Any item which fails to qualify for approval when evaluated shall not be accepted regardless of compliance to bid requirements. Bids **will not be accepted from vendors who require assignment of payment to another agent. Note: Riverton City will only pay the vendor named on the order. Riverton City will not deal with a factor or make payment to such.**

11. **Collusion:**

The vendor agrees and certifies that there has been no collusion or other anticompetitive practices. If any are suspected among bidders or offerors, a notice of the relevant facts shall be transmitted to the attorney general.

12. **Antidiscrimination Act:**

The vendor agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. This purchase may be canceled if the vendor fails to comply with the provisions of these laws and regulations. **Vendor must include this provision in every subcontract or purchase order relating to purchases by Riverton City to insure that subcontractors and vendors are bound by this provision.**