

Notice of Request for Proposals

Uninterruptible Power Supply (UPS) Services

The Metropolitan Water District of Salt Lake & Sandy (Metro Water) invites the submittal of proposals from qualified vendors interested in the procurement described herein.

This request for proposals will be posted on Metro Water's website and on the Utah Public Procurement Place (U3P).

SCOPE OF SERVICES

Metro Water requires regular preventive maintenance, occasional repair services, and new installations for its uninterruptible power supply (UPS) equipment. UPS equipment ranges in size from 10 kVA to 375 kVA. Individual tasks and purchases will be issued by task or purchase order as needed. Metro Water seeks to enter into an agreement for a period of approximately five (5) years for annual preventive maintenance, occasional repairs, and as-needed new installations for its UPS equipment.

The selected vendor shall provide services at a variety of locations within Metro Water's system in Salt Lake County.

SUBMITTAL REQUIREMENTS

Proposals shall be submitted electronically in PDF format. Failure to comply with submittal requirements may result in rejection of the proposal. The proposal shall include the following:

- Vendor name, contact information, and location of office(s)
- Years in business, number of employees, and confirmation that the vendor can provide services within Salt Lake County
- Years of experience servicing UPS equipment.
- Technical qualifications (licenses, certifications, testing equipment, awards, and other relevant credentials) and a relevant project list.
- List of all available services the vendor is able to provide (preventative maintenance, battery replacement, load testing, repairs, emergency response, etc.)
- Using Appendix A (attached), confirm the manufacturers for which the vendor is an authorized service provider.
- Detailed price proposal including:
 - Annual preventative maintenance on a 25 kVA UPS unit
 - Battery replacement per battery, broken down per manufacturer where applicable
 - Regular and after-hours services rates
- Expected lead time for parts and service once a task or purchase order is issued.
- A statement that the proposed rates will be held through June 30, 2031, and expected annual increases.

Vendors are encouraged to recommend additional services or maintenance tasks they believe would benefit Metro Water's UPS systems. Such items shall be itemized separately as optional.

SUBMITTAL INSTRUCTIONS

Proposals are to be submitted electronically via U3P no later than May 18, 2026 at 10:00 am MST. Proposals received after the specified deadline will not be considered. It is the vendor's responsibility to ensure timely submission.

Metro Water will be the sole judge as to which proposals best meet the selection criteria. Metro Water reserves, at its sole discretion, the right to reject any or all responses received, to waive any submission requirements contained within this request for proposals, or to waive any irregularities in any submitted response.

Metro Water is subject to the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-2-101, et. seq. (GRAMA). If a vendor claims any portion of their proposal contains proprietary information, they are responsible to understand and implement any protection provided by GRAMA. Metro Water will not be bound by any instructions, etc. contained in a proposal, but rather, will only be governed by GRAMA and Metro Water GRAMA regulations. All materials become the property of Metro Water and may be returned at Metro Water's option.

A copy of the proposed agreement for services is attached to this RFP (Attachment A). The agreement includes the expected terms and conditions for contracting with Metro Water. Metro Water may, in its discretion, make changes to the required agreement. An executed agreement by both parties will act as the consultant's Notice to Proceed. Any suggested changes to the proposed agreement should be identified in the proposal documents.

For questions regarding this request for proposals, please contact

Alex Reidling
I&E Supervisor
areidling@mwdsls.gov
(801) 664-4867

EVALUATION AND SELECTION PROCESS

A selection committee consisting of Metro Water representatives will evaluate the proposals. The recommendation of the selection committee will be presented to Metro Water's Board of Trustees on June 15, 2026 for action.

Proposals will be evaluated based upon the following criteria:

- Technical qualifications; (36.7%)
- Cost; (23.8%)
- Relevant experience; (15.6%)
- Breadth of services; (14.4%)
- Authorized service provider confirmation (Appendix A); (9.6%)

Metro Water may award a contract resulting from this request for proposals to the responsible vendor who is most advantageous to Metro Water based on the evaluation criteria and may reject any proposal and/or waive informalities and minor irregularities in any proposal received.

Metro Water may award a purchase order on the basis of the initial proposal received. Therefore, the initial proposal should contain the vendor's best terms.

ATTACHMENTS

1. Appendix A
2. Sample Agreement for Provision of Goods and Services (Attachment A)

Appendix A

Please indicate whether your company is an authorized service provider for each manufacturer currently in use by Metro Water.

UPS Manufacturer	Authorized Service Provider? (Please indicate as "Yes" or "No")
Toshiba	
Mitsubishi	
APC	
Liebert	

AGREEMENT FOR PROVISION OF GOODS AND SERVICES

Uninterruptible Power Supply Services

This Agreement for Provision of Goods and Professional Services (Agreement) is made and entered into by and between the Metropolitan Water District of Salt Lake & Sandy (Metro Water) and [Company], a [state] corporation (Vendor).

PURPOSES

The expertise of Vendor is required by Metro Water in order to support Metro Water staff. Vendor was selected through a competitive Request for Proposals process in accordance with Utah Code § 63G-6a-701, et. seq. and Metro Water procurement regulations. The Vendor and its principals and employees are qualified by experience and training to provide, and the Vendor has indicated an interest and a willingness to provide, these goods and services for Metro Water. The parties desire to have in place an agreement which describes the terms and conditions under which Vendor will provide the described goods and professional services.

TERMS

In consideration of the mutual benefits described in this Agreement, the parties agree as follows:

1. DESCRIPTION OF GOODS AND SERVICES. At the request of Metro Water and through specific written scopes and fees, Vendor is willing and able to provide annual preventive maintenance, occasional repairs, and as-needed new installations for Metro Water's uninterruptable power supply (UPS) equipment.
2. SALE AND DELIVERY. Goods sold under this Agreement shall be delivered as identified in the applicable Purchase Order.
3. SERVICES OF VENDOR. Vendor shall provide services to Metro Water as an independent contractor in accordance with the applicable professional standards of care, and in a reasonably timely, efficient, and professional manner, consistent with this Agreement.
4. RESPONSIBLE STAFF MEMBERS. Responsible principals or staff members of Vendor, and any contractors identified by name in each Order shall be committed to the task. Upon submitting a request for payment for services, Vendor shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or contractors, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to Metro Water's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.
5. ORDER. Metro Water may, at its sole discretion, from time to time during the term of this Agreement issue Purchase Orders for goods and Task Orders for services. Verbal statements describing work shall not be binding. If Vendor accepts the Order, it will be signed by Vendor and returned to Metro Water. Vendor shall receive payment based on the cost of goods and the hourly rates and expenses of services as described in the Order. If the Vendor has any question or concern regarding the Order, the expected completion date, the expenditure limit, etc. the question or concern shall be addressed on a timely basis with Metro Water. Ordinarily, significant clarification should be in writing. No work on Orders by Vendor shall commence unless and until an Order is provided by Metro Water to Vendor.
6. SCHEDULE OF PAYMENTS. Vendor shall submit reasonably detailed invoices each month for any work performed. Invoices shall refer to Metro Water's project name and number. Metro Water shall remit payment to Vendor within thirty (30) days of receipt of each request for payment that is presented in the proper form.
7. PERIOD OF SERVICE. This Agreement shall be effective upon signing and shall terminate on June 30, 2031.

8. METRO WATER'S RESPONSIBILITIES. Metro Water shall provide Vendor with such information as is available to Metro Water and as may be reasonably requested by the Vendor related to the work and Vendor shall, to the extent reasonable under the circumstances, be entitled to use and rely upon all such information in performing its services. Metro Water will examine all documents submitted by Vendor to Metro Water and, if requested by Vendor, Metro Water will render decisions relative thereto in a timely manner in order to avoid unreasonable delay in the progress of Vendor's services. Metro Water shall provide Vendor access to Metro Water facilities and premises, and act reasonably to provide necessary access to private property, as may be reasonably requested by Vendor.

9. WARRANTY.

- a. Vendor warrants Goods sold under this Agreement are as described in the applicable Purchase Order and any response or proposal submitted in connection with the applicable Purchase Order. Vendor shall assign any and all manufacturer warranties for Goods to Metro Water upon delivery to and acceptance of the Goods by Metro Water. If Vendor receives notice of a defect or nonconformance during the warranty period described in the Purchase Order, Vendor will, at its option, repair or replace the affected Goods, including labor, shipping and handling, training, and any other costs associated with the repair or replacement at no cost to Metro Water.
- b. Vendor specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.
- c. Vendor warrants all Goods provided under this Agreement are sold to Metro Water with good title free from defects in workmanship or materials, free of liens and encumbrances, and free of claims of patent infringement or intellectual property infringement.

10. SECURITY AND OWNERSHIP OF INFORMATION. Metro Water facilities are critical public infrastructure. Certain information that Metro Water must provide to Vendor for Vendor to perform its work is very security sensitive. The Vendor will strictly comply with Metro Water written security protocols provided by Metro Water to Vendor as these written security protocols may be changed from time to time. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by Vendor, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to Metro Water, the steps that will be taken by Vendor in the event of any breach or suspected breach of security or security protocols. Metro Water security protocols and any changes which are provided to Vendor will be immediately complied with by Vendor. If Vendor has concerns or questions regarding such protocols or changes to protocols such concerns will be brought to Metro Water's attention immediately.

Each document and each item of information prepared in the performance of this Agreement, whether in hard copy or electronic form, is the property of Metro Water, including, but not limited to, tracings, drawings, estimates, field notes, investigations, design analyses, studies, computer programs, or other data. Vendor shall sign and affix its professional seal(s) to all final plans, technical specifications, and consulting data prepared in the performance of this Agreement.

11. COMPLETENESS AND ACCURACY. Vendor shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data and technical specifications prepared pursuant to this Agreement. Vendor shall be responsible to Metro Water for any error or omission by any of its employees, subcontractors or suppliers. Vendor shall correct all errors or omissions at its own expense. This provision is not intended to prevent Vendor from seeking reimbursement or indemnity from any employee, subcontractor or supplier. Any additional cost or damages incurred by Metro Water as a result of such errors or omissions shall be the responsibility of Vendor.

12. RIGHT OF TERMINATION. Metro Water reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of Project issued hereunder at any time. In the event Metro Water terminates this Agreement or abandons any portion of Project hereunder, Metro Water shall notify Vendor in writing. Immediately upon receipt of such notice, Vendor shall discontinue services as directed

by Metro Water and deliver to Metro Water all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by Vendor in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by Metro Water. Vendor shall document its services through the termination date, and submit such documentation to Metro Water for its evaluation. Vendor shall receive compensation for services performed up through the date of termination or abandonment.

13. INDEMNIFICATION AND INSURANCE. In no event will any fault of Vendor or Vendor's employees or contractors be reapportioned to Metro Water, its officers, Trustees or employees. Vendor will indemnify and hold Metro Water and its officers, Trustees and employees harmless from any such reapportionment of fault.

To the extent that Metro Water is not otherwise indemnified by a policy of insurance, Vendor will indemnify Metro Water from any claim of third parties to the extent caused by Vendor's breach of this Agreement or by the negligence or other fault of Vendor, or that of any of Vendor's employees or subcontractors. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide Metro Water and its Trustees and employees with indemnity to the greatest extent allowed by law.

Vendor, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit A.

14. LIABILITY AND REMEDIES. In the event any Goods sold under this Agreement do not function as warranted and are not repaired or replaced within 40 business days after notice to Vendor, Vendor will reimburse Metro Water for Metro Water's reasonable costs of replacing the Good, including labor for removal and reinstallation. Except as described in the preceding sentence, Vendor disclaims liability for consequential damages.

15. INSPECTION OF VENDOR'S RECORDS. Vendor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all costs incurred by Vendor and billed to Metro Water. Vendor shall maintain records necessary to confirm compliance with Metro Water security protocols. Such records shall be available to Metro Water during Vendor's normal business hours for a period of one year following the date of final payment under this Agreement.

16. WAIVER OF CLAIMS. Prior to acceptance of final payment, Vendor shall submit in writing to Metro Water any known claim that Vendor or any of Vendor's employees or contractors may have against Metro Water or any of its employees. The acceptance of final payment by Vendor will constitute a waiver of any such claim other than those claims previously made in writing and submitted to Metro Water. Vendor shall hold Metro Water harmless from any claims, including costs and attorneys' fees, by any of Vendor's employees or contractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by Metro Water will not constitute a waiver of any claim Metro Water might have against Vendor, whether known or unknown at the time such payment is made.

17. SUCCESSORS AND ASSIGNS. The services to be provided by Vendor under this Agreement shall not be subcontracted or assigned without the prior written consent of Metro Water. This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

18. NOTICES AND APPROPRIATE LINES OF COMMUNICATION. Except to the extent necessary to respond to emergencies, communications regarding material matters relating to this Agreement shall be deemed given when mailed or delivered to:

If to Metro Water To:
Metropolitan Water District of
Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093

If to Vendor To:
[Vendor]

Attn: [Contact]
[Address]
[Address]

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

19. GOVERNING LAW AND JURISDICTION. This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement, whether brought by Metro Water or Vendor, shall be with the District Court of Salt Lake County, State of Utah.

20. SPECIAL PROVISIONS. Vendor shall comply with all applicable federal, state and local laws and ordinances, and shall not discriminate against any person on the basis of race, color or national origin in the performance of this Agreement. Any terms which Metro Water, as a governmental entity is mandated by applicable statute or regulation to include in this Agreement, including any terms which are mandated by applicable provisions of the Utah Procurement Code, shall be considered a part of this Agreement.

21. PARTIAL INVALIDITY. If any portion of this Agreement is determined to be invalid, the remaining portions of this Agreement shall remain valid and enforceable.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties and cannot be altered except through a written instrument signed by the parties.

23. NO THIRD-PARTY BENEFITS INTENDED. This Agreement is not intended to create rights in any person or entity who is not a party to this Agreement.

24. REPRESENTATION OF AUTHORITY. Those persons signing as representatives of the parties warrant and represent, they have been duly authorized to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the ____ day of January, 2026.

METRO WATER:

Metropolitan Water District of
Salt Lake & Sandy

VENDOR:

[Vendor name]

By: _____

Annalee Munsey
General Manager

By: _____

[Name, Position]

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH
METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY**

Last Update: August 8, 2023

Vendor shall maintain, at no cost to Metro Water, the following insurance, and provide evidence of compliance satisfactory to Metro Water.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by Metro Water in advance, Vendor and all of Vendor's contractors shall maintain limits no less than:

1. GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):

- i. Combined Single Limit (Bodily Injury and Property Damage):
 - 1. \$2,000,000 Per Occurrence
- ii. Personal Injury (including completed operations and products liability):
 - 1. \$2,000,000 Each Occurrence
- iii. General Aggregate:
 - 1. \$3,000,000
- iv. Products - Comp/OP Aggregate:
 - 1. \$3,000,000
- v. Limits to apply to this project individually.

2. AUTOMOBILE LIABILITY:

- i. \$2,000,000 Per Occurrence
- ii. "Any Auto" coverage required.

3. WORKERS' COMPENSATION and EMPLOYERS LIABILITY:

- i. Workers' compensation statutory limits.
- ii. Employers Liability statutory limits.

4. PROFESSIONAL LIABILITY:

- i. \$2,000,000 Per Claim
- ii. \$3,000,000 Aggregate

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by Metro Water in writing. At the option of Metro Water, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects Metro Water, its trustees, officers, and employees as additional insureds; or the Vendor may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of Metro Water, its trustees, officers, and employees as additional insureds.

Metro Water does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. Metro Water does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Vendor shall

pay for costs related to losses, investigations, claim distribution, and defense expenses of Metro Water, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

C. OTHER INSURANCE PROVISIONS

The General Liability, Automobile Liability, and Pollution Liability Coverages are to contain, or be endorsed to contain, the following provisions:

1. Metro Water, its trustees, officers, and employees are to be covered as additional insureds as respects: claims arising out of the work of the Vendor, including products completed. The coverage shall contain no special limitations on the scope of protection afforded to Metro Water, its trustees, officers, and employees.
2. Additional insured coverage shall be on a primary basis for ongoing and completed work.

A waiver with respect to Metro Water, its trustees, officers, and employees of Worker's Compensation subrogation shall be provided.

D. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by Metro Water.

E. VERIFICATION OF COVERAGE

Vendor and all of Vendor's contractors shall furnish Metro Water with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to Metro Water before work commences. Metro Water reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Vendor shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time-to-time Metro Water may increase the requirement for a liability limit by providing reasonable written notice to Vendor of such a change.