

UTAH COUNTY
PUBLIC WORKS DEPARTMENT
2855 South State Street
Provo, Utah 84606
(801) 851-8600

INVITATION TO BID
for
PORTABLE RESTROOMS and
WASTE PUMPING

May be Multiple Award Bid

CLOSING DATE
FOR RECEIPT OF BIDS: Wednesday, November 18, 2009

TIME: 3:00 p.m.(Mountain Time)
Bids will be opened at 3:30 p.m.

PLACE: Office of the Utah County Purchasing Agent
100 East Center Street
Room 3600
Provo, Utah 84606

THIS MAY BE A MULTIPLE AWARD BID.

Utah County may sign contracts with multiple vendors in order to minimize transportation costs and promote economy of delivery and service.

TABLE OF CONTENTS

1. NOTICE TO CONTRACTORS	1
2. SCOPE OF WORK	1
Location	1
General Scope	1
3. INSTRUCTIONS TO BIDDERS	2
Procurement Timetable	2
Procedure	2
Bid Organization	2
Questions and Clarifications	3
Pre-Bid Site Inspection	3
Required Experience & Licenses	4
Acceptance of Bid	4
Disqualification of Bid	4
Disposition of Bids	4
Evaluation Criteria	5
General	5
4. GENERAL REQUIREMENTS	5
Amendments	5
Alteration of Specifications or Character of Work	6
Assignment	6
Authority of the County Commission and the County Public Works Director	6
Employment Status Verification	6
Equivalent Products	7
Extra Work	7
Indemnification	7
Independent Contractor	7
Inspections and Acceptance	8
Insurance	8
Interpretation of ITB and Contract	9
Keys	9
Legal	9
No Presumption	9
Notices	9
Payments	9
Proprietary Information	10
Rules of Procurement	10
Safety	11
Successors of Interest	11
Term and Renewal	11
Termination	11
Utilities	12
Warranty	12

TABLE OF CONTENTS cont.

5. SPECIFICATIONS	12
Portable Restrooms	12
Portable Sewage Holding Tanks	13
Existing Sewage Holding Tanks	14
Sand and Grease Traps, and Oil Separators	14
General	15
BID RESPONSE FORM	Attachment A
CERTIFICATE OF NON-COLLUSION	Attachment B
SAMPLE AGREEMENT	Attachment C

1. NOTICE TO CONTRACTORS

Through this Invitation to Bid (ITB), Utah County intends to select qualified providers (hereinafter “Contractor”) to provide and service portable restrooms; provide and service portable sewage holding tanks; service existing sewage holding tanks; and to service sand and grease traps and oil separators.

Pursuant to this ITB a contract will be executed, a copy of which is attached as Attachment C.

2. SCOPE OF WORK

2.1 LOCATION

A. The services required herein shall be provided at various sites in Utah County, Utah (see Specifications for location information).

2.2 GENERAL SCOPE

- A. As described in this ITB, the Contractor shall:
1. provide and service portable restrooms.
 2. provide and service portable sewage holding tanks.
 3. service existing sewage holding tanks.
 4. service sand and grease traps, and oil separators.
- B. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to provide the services and complete the work as described in this ITB.
- C. The Contractor shall complete all services in accordance with the detailed specifications contained herein.
- D. The Contractor shall comply with all applicable local, state, and federal laws, rules and regulations, and codes.
- E. The quantities specified herein are only estimates used for bid evaluation purposes. Actual payment will be based upon service requests, acceptance by the County of services performed, and corresponding invoices.

3. INSTRUCTIONS TO BIDDERS

3.1 PROCUREMENT TIMETABLE

The following timetable has been established for this ITB.

REQUIRED ACTIVITY	SCHEDULED DATE
Closing Date for Receipt of Bids	Wednesday, November 18, 2009 3:00 p.m.(Mountain Time) Bids will be opened at 3:30 p.m.
Initial Term of Agreement	Through December 31, 2010

3.2 PROCEDURE

- A. The procedure for response to this ITB, evaluation of bids, and selection of a contractor is as follows:
1. Interested entities will prepare and submit their bids according to the Procurement Timetable contained in Subsection 3.1;
 2. Utah County and/or its representatives will evaluate all submitted bids to determine acceptance or rejection of the bids.
 3. The selected bidders will be required to sign an agreement, a sample of which is included as Attachment C.

3.3 BID ORGANIZATION

- A. Each respondent must submit its SEALED bid to the Utah County Purchasing Agent. The envelope containing the bid must be clearly labeled "SEALED BID - PORTABLE RESTROOMS AND WASTE PUMPING". The bid must be delivered to

Utah County Purchasing Agent
100 East Center, Room 3600
Provo, Utah 84606

The deadline for receipt of bids is set forth in Section 3.1 "Procurement Timetable". LATE BIDS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

- B. The bid must include (in the following order):
1. Transmittal letter describing background of respondent and the intent to participate in the contract. The letter of transmittal shall be on official business letterhead and shall include the following:
 - a. A statement that the respondent will comply with all terms and conditions as indicated in the ITB.

- b. A statement indicating whether the respondent is a corporation or other legal entity.
 - c. A certification statement to the effect that the person signing the bid is authorized to do so on behalf of the respondent.
 - d. Names of the key contact persons with their title and telephone numbers. Also, indicate first and second back-up contact persons if the person signing the bid is not available to take a call from Utah County.
 - e. Name and complete mailing address of the respondent along with telephone number and fax number.
2. Completed Bid Response Form (Attachment A).
 3. A copy of the bidder's current local business license.
 4. If required by state, federal or local laws, rules or regulations, the Contractor shall be licensed to perform the services provided for in this Agreement. Contractor shall provide a copy of any required license(s)
 4. Completed Certificate of Non Collusion (Attachment B).
 5. Proof of liability insurance required in 4.11.
 6. Proof of current Workers Compensation insurance required in 4.11.
- C. All requested documentation must be included. Responses must be on the included forms. If the respondent requires additional space, plain sheet(s) of paper may be used and attached to the form(s).

3.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this ITB should be directed prior to the submission deadline date to Stuart Tanner, Buildings and Grounds Division Manager

Business Hours: 8:00 a.m. to 4:30 p.m. Mountain Time
 Telephone Number: (801) 851-8653

3.5 PRE-BID SITE INSPECTIONS

Bidders are encouraged to visit the locations where services are to be performed and examine the conditions prior to submitting their bids.

3.6 REQUIRED EXPERIENCE & LICENSES

- A. The Contractor must have a minimum of 3 years experience in the work specified herein. Proof of experience must be submitted with each bid.
- B. If required by state, federal or local laws, rules or regulations, the Contractor shall be licensed to perform the services provided for in this Agreement. Contractor shall provide proof of such license prior to the commencement of the work.

3.7 ACCEPTANCE OF BID

- A. Utah County reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.
- B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this ITB, or such party's response.

3.8 DISQUALIFICATION OF BID

The occurrence of any of the following may result in disqualification of a bid:

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the ITB.
- C. Use of any other type of form or format other than those indicated in the ITB.
- D. Failure to provide requested documentation at the time of bid submission.
- E. Illegible responses.
- F. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award, or any other unauthorized conditions, limitations or provisions.
- G. If the bidder is unable to evidence a satisfactory record of integrity.
- H. If the bidder is not qualified legally to contract.
- I. If the bid at the opening does not contain a signed bid, and a signed certificate of non-collusion.
- J. Utah County reserves the right to reject any or all bids.

3.9 DISPOSITION OF BIDS

All bids (and the information contained therein) shall become the property of Utah County. No bid shall be returned to the respondent regardless of the outcome of the selection process.

3.10 EVALUATION CRITERIA

All bids will be evaluated by authorized representatives of Utah County for compliance with the terms and conditions contained in this ITB and the resulting contract awarded to the lowest responsive and responsible bidder. In the case of Multiple Award Bids, more than one contract may be awarded.

3.11 GENERAL

- A. Utah County will award a contract in reliance upon the information contained in bids submitted in response to the ITB. Utah County will be legally bound only when and if there is a signed contract entered into between Utah County and the awarded bidder.
- B. It is vitally important that any person who signs a bid or contract on behalf of a respondent certifies that he or she has the authority to so act. The bidder who has its bid accepted may be required to answer further questions and provide further clarification of its bid and responses.
- C. Receiving this ITB or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this ITB. Utah County shall have no liability to any person or entity under or in connection with this ITB, unless and until Utah County and such person have executed and entered into a contract pursuant to the terms of this ITB.
- D. By responding to this ITB each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this ITB. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this ITB process or the use of the information contained in this ITB. Only the terms and conditions contained in a contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

4. GENERAL REQUIREMENTS

4.1 AMENDMENTS

No oral modifications or amendments to this contract shall be effective, but such may be modified or amended by a written agreement signed by the parties.

4.2 ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK

The County Commission, after recommendation by the County Public Works Director, reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of the work, and the elimination of one or more items as may be found necessary or desirable and to adjust the contract price accordingly by change order. Such alterations shall not be considered as a waiver of nor release of any surety. The Contractor agrees to accept the work as altered the same as if it had been a part of the original contract. The Contractor shall proceed with the work alterations when ordered in writing. Financial increases to this contract must be approved by the County Commission before additional work is authorized and constructed.

4.3 ASSIGNMENT

The parties to this contract shall not assign said contract, or any part thereof, without the prior written consent of the other party to the contract. No assignment shall relieve the original parties from any liability hereunder.

4.4 AUTHORITY OF THE COUNTY COMMISSION AND THE COUNTY PUBLIC WORKS DIRECTOR

- A. The County Commission and the County Public Works Director will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed and as to the rate of progress of work. They/He will also decide all questions which may arise as to the acceptable fulfillment of the contract on the part of the Contractor.
- B. The County Commission or the County Public Works Director will have the authority by written order to suspend work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or general public, for failure to carry out provisions of the contract, for failure to carry out orders, for such periods as they/he may deem necessary due to unsuitable weather, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

4.5 EMPLOYMENT STATUS VERIFICATION

The Contractor shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. The Contractor shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

4.6 EQUIVALENT PRODUCTS

Except where expressly stated that no substitutions will be allowed, when a particular brand name, make, or trade name is used or specified herein, it is for the purpose of designating the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

4.7 EXTRA WORK

- A. Extra work, shall be undertaken only when previously authorized in writing by Utah County, and is defined as additional work which is neither shown nor defined in Appendix A or the specifications, but determined by Utah County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions. But the changed condition must be radical, unforeseen, and completely beyond the control of the Contractor.

- A. Miscellaneous items normally associated with the major work items shown, but which may not be specifically shown, shall be furnished by the Contractor as if they had been shown, without additional cost to Utah County. After prior authorization of the County Commission in writing, payment for authorized extra work will be made by reimbursement for all direct and substantiated costs of labor, materials, and supplies used.

4.8 INDEMNIFICATION

The Contractor shall defend, indemnify, save and hold harmless Utah County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) Contractor's, its subcontractors, agents or employees performance of this contract or their provision of any services required herein to be performed by the Contractor or its subcontractors, agents or employees, and (b) any act or omission of Contractor, or its subcontractors, agents or employees. The Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this contract.

4.9 INDEPENDENT CONTRACTOR

- A. Contractor states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Utah County, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.

- B. The parties intend that an independent contractor relationship will be created by this AGREEMENT. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of Utah County for any purpose, and the employees of Contractor are not entitled to any of the benefits that Utah County provides for County's employees. It is understood that Utah County does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with Utah County.
- C. Both parties agree that Contractor shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Contractor shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

4.10 INSPECTION AND ACCEPTANCE

- A. Utah County or its authorized representatives shall have the right to enter the premises of the Contractor, or such other places where contract services are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to the contract. The Contractor must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.
- B. Contractor shall be responsible for scheduling all required inspections including any required inspections by any other local or state agencies.

4.11 INSURANCE

- A. The Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,200,000 per occurrence or as modified by the risk manager pursuant to state statute during the term of this Agreement. This coverage shall provide liability insurance to cover the activities of Contractor including Contractor's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this Agreement. The successful bidder shall provide a Certificate of Insurance to Utah County evidencing that the Contractor has this insurance in place and shall maintain said insurance for the duration of this Agreement.
- B. Prior to execution of the contract, the selected Contractor shall provide a Certificate of Insurance to Utah County evidencing that the Contractor has Workers Compensation Insurance for the Contractor, all subcontractors, and all employees of the Contractor and/or subcontractors.

4.12 INTERPRETATION OF ITB AND CONTRACT

The invalidity of any portion of this ITB and Contract shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this ITB and Contract are for convenience only and do not constitute a part of the provisions hereof.

4.13 KEYS:

If it becomes necessary for the County to issue the Contractor a key to County locks, final payment to the Contractor will be held until the key has been returned and documented. It is illegal to duplicate Utah County issued keys.

4.14 LEGAL

The Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors. This contract shall be interpreted pursuant to the laws of the State of Utah.

4.15 NO PRESUMPTION

Should any provision of this Contract require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against a party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

4.16 NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder.

4.17 PAYMENTS

- A. Upon completion of required work, the Contractor may submit to County a monthly invoice for payment.
- B. Following receipt of any invoice from the Contractor, and upon certification by County that the required work has been completed, the Contractor shall be paid by County within thirty (30) days of certification.

- C. Partial or progress payments, if any such are made, shall not relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed.
- D. Payments may be withheld from the Contractor by the County in order to protect or offset the County from loss due to:
 - 1. Defective work not remedied.
 - 2. Liens or claims filed or reasonable evidence of probable filing.
 - 3. The Contractor's failure to promptly pay subcontractors for labor and/or materials accepted by the Contractor.
 - 4. The County's reasonable doubt that the project can be completed for the unpaid balance of the contract price.
 - 5. Damage to another contractor.
 - 6. Failure to maintain scheduled progress.
 - 7. Other unforeseen failure of the Contractor which results in liability for the County.

4.18 PROPRIETARY INFORMATION

The Contractor shall mark proprietary information contained in the bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bids. Pricing and service elements of the successful bid will not be considered proprietary.

4.19 RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all bids must be submitted in the bid format outlined in Section 3 (Instructions to Bidders) of this ITB.
- C. All prospective bidders must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Bid Response Form.
- D. Utah County has established certain requirements with respect to bids to be submitted by respondents. The use of "shall", "must", or "will", in this ITB indicates a requirement or condition from which a material deviation will not be approved by Utah County.

4.20 SAFETY

The Contractor shall comply with all applicable requirements of the Utah Labor Commission and the Occupational Safety and Health Act of 1970. Nothing in this Agreement shall relieve the Contractor of responsibility assigned herein, in Utah Labor Commission's requirements, or in Federal, state, and local laws and ordinances.

4.21 SUCCESSORS IN INTEREST

Any contract resulting from this ITB shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

4.22 TERM AND RENEWAL

- A. The initial term of this Agreement shall commence upon the date of execution hereof and shall terminate on December 31, 2010.
- B. This Agreement shall automatically renew for additional one-year periods, commencing January 1st of each year, upon the same terms and conditions, unless otherwise indicated in writing by Utah County at least 30 days prior to the termination date of the initial or renewal terms.
- C. Contractor may, upon written notice delivered to County on or before November 1st, request an increase in the contract price of any one or more line items for the following year commencing January 1st, by a percentage equal to the percentage increase which occurred in the Consumer Price Index (defined as the Consumer Price Index, All Urban Customers (CPI-U) U.S. City Average, All Items, or a similar index if this index is discontinued) during the preceding one year period, not to exceed three percent (3%) per year, to be effective not sooner than the commencement date of the next renewal period of the contract.

4.23 TERMINATION

- A. The contract may be terminated for any reason by Utah County upon thirty (30) days written notice to the Contractor, without prejudice to any other right or remedy Utah County may have.
- B. Failure of the Contractor to adhere to any of the performance requirements of the contract shall be cause for termination without prior notice.
- C. The contract may be terminated for any reason by the Contractor upon ninety (90) days written notice to Utah County.

4.24 UTILITIES

Care shall be taken to preserve and protect existing overhead and underground utilities, pole lines, signs, pipelines, and improvements from injury or damage during construction operations. The Contractor shall assume full responsibility for reimbursing the owners of the utilities for any damage to their properties, utilities, or improvements, or interference with their service caused through Contractor's operations. The Contractor shall contact "Blue Stakes of Utah", and individual utility owners as necessary, to have all underground utilities located on the work site in accordance with Utah law.

4.25 WARRANTY

- A. The Contractor warrants to County that all products, equipment, labor, and materials furnished under this Contract will be of good quality, free from faults and defects and in conformance with this Contract. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. The Contractor hereby warrants the work of all subcontractors in accordance with the above requirement.

5. SPECIFICATIONS

5.1 PORTABLE RESTROOMS

- A. The contractor shall provide and service portable restrooms at the following locations within Utah County, in the following estimated approximate number of units (the actual number of units shall be any number requested by County and the actual deployment time periods and locations shall be those designated by County), as follows:

<u>Quantity</u>	<u>Location</u>
2	Remote Control Airport Park (Jordan River Parkway, Saratoga Springs)
2	Willow Park (Lehi)
1	Upper Falls Park (Provo Canyon)
TBD	Various locations to be determined

- B. These portable restrooms shall be serviced at least once per week, including pumping and legally disposing of sewage therefrom, and any necessary cleaning, repair, or replacement of the unit.
- C. The basis of payment for this item shall be a monthly service fee per restroom unit, which shall include the unit rental, applicable damage waiver fee, and servicing each unit once per week.

- D. The Contractor shall be solely responsible to transport, install, and remove portable restrooms as requested by County, and to dispose of all waste material from portable restrooms.
- E. The Contractor shall be solely responsible and liable for any damage, vandalism, destruction, or any other loss or damage to the portable restrooms.
- F. The Contractor shall secure each portable restroom so that it cannot be blown over, toppled, or otherwise tipped over. Any unit which is blown over, toppled, or tipped over, shall be immediately returned to an upright position, cleaned, and serviced by the Contractor, all at no cost to Utah County.

5.2 PORTABLE SEWAGE HOLDING TANKS

- A. The Contractor shall provide and service 250-gallon portable sewage holding tanks, to be connected to recreational vehicles, at the following locations within Utah County, in the following estimated approximate number of units (the actual number of units shall be any number requested by County and the actual deployment locations and time periods shall be those designated by County), as follows:

<u>Quantity</u>	<u>Location</u>
1	Spanish Fork River Park (Spanish Fork Canyon)
1	Nunns Park (Provo Canyon)
TBD	Various locations to be determined

- B. These tanks shall be pumped approximately once per week during the park season (April 1st to October 15th). The Contractor shall monitor each tank and shall pump the same prior to it reaching its designated capacity. The Contractor shall deploy and remove each tank upon request of the County.
- C. The basis of payment for this item shall be a monthly service fee per tank unit, which shall include the unit rental, applicable damage waiver fee, and servicing each unit once per week.
- D. The Contractor shall be solely responsible to transport, install, and remove portable sewage holding tanks as requested by County, and to dispose of all waste material from the tanks.
- E. The Contractor shall be solely responsible and liable for any damage, vandalism, destruction, or any other loss or damage to the portable tanks.
- F. The Contractor shall secure each tank so that it cannot be blown over, toppled, or otherwise tipped over. Any unit which is blown over, toppled, or tipped over, shall be immediately returned to an upright position, cleaned, and serviced by the Contractor, all at no cost to Utah County.

5.3 EXISTING SEWAGE HOLDING TANKS

A. The Contractor shall provide sewage pumping and disposal services for the following County-owned sewage holding tanks:

<u>Quantity</u>	<u>Gallons</u>	<u>Location</u>
1	2,000	Vivian Park Restroom 1 (Provo Canyon)
1	100 (liquid)	Vivian Park Restroom 2 (Provo Canyon)
1	2,500	Nunns Park Restroom 1 - old (Provo Canyon)
3	1,000	Nunns Park Restroom 2 - new (Provo Canyon)
TBD	TBD	Sewage pumping at various locations on a per-gallon basis

B. These tanks shall be pumped approximately once per week during the park season (April 1st to October 15th) and approximately monthly during the remainder of the year. The Contractor shall monitor each tank and shall pump the same prior to it reaching its designated capacity.

C. The basis of payment for this item shall be a weekly service fee per tank unit which shall include pumping and legally disposing of sewage therefrom.

D. For the Vivian Park location, the Contractor shall schedule pumping operations in advance with the County to avoid conflicts with the Heber Valley Railroad.

5.4 SAND AND GREASE TRAPS , AND OIL SEPARATORS

A. When requested by County, the Contractor shall pump the waste material from the following locations

1. Location: Public Works Motor Pool, 2801 South State Street, Provo
Type: water and oil separator
Size: 8 feet long, 2 feet - 6 inches wide, 7 feet deep
Frequency: approximately two (2) times per year
2. Location: Public Works Car Wash, 2815 South State Street, Provo
Type: sand and grease trap
Size: 8 feet long, 2 feet - 6 inches wide, 7 feet deep
Frequency: approximately two (2) times per year
3. Location: Security Center Car Wash, 3015 N. 400 West, Spanish Fork
Type: two (2) sand trap vaults, and one (1) grease trap
Size: 5 feet long, 3 feet wide, 5 feet deep EACH
Frequency: approximately two (2) times per year
4. Location: Security Center Sally Port South Door, 3075 N. Main, Spanish Fork
Type: drain
Size: 5 feet long, 3 feet - 6 inches wide, 3 feet - 5½ inches deep

Frequency: approximately two (2) times per year

5. Location: Security Center Kitchen, 3075 N. Main, Spanish
Type: grease trap
Size: 10 feet - 6 inches long, 3 feet - 8 inches wide, 3 feet - 2 inches deep
Frequency: approximately three (3) times per year
 6. Location: Foothill Treatment Center Kitchen, 3281 N. Main, Spanish Fork
Type: grease trap
Size: 10 feet - 6 inches long, 3 feet - 8 inches wide, 3 feet - 2 inches deep
Frequency: approximately one (1) time per year
- B. The basis of payment for pumping material from these locations and transporting it to an approved site shall be by the "Gallon" of material pumped and legally delivered.
 - C. The Contractor's bid and payment request shall be for pumping and transportation only, and shall not include costs for testing or disposal of the material.
 - D. The waste pumped from the sources listed above shall not be mixed with waste from any other source, County or otherwise.
 - E. The Contractor shall transport the removed material to E.T. Technologies Inc. (Soils Regeneration Site, 6030 West 1300 South, Salt Lake City, Utah) or other approved disposal site for disposal.
 - F. The Contractor shall have a "Manifest" from E.T. Technologies Inc. and use the Waste Code provided by County.

5.5 GENERAL

- A. Additional servicing of the specified items, on a more frequent basis than herein specified, shall be provided within 24 hours from the time of request by the County for additional servicing.
- B. Payment made for the items specified hereunder shall be full compensation for all labor, materials, and equipment necessary to complete the requirements
- C. The Contractor shall be responsible for, and shall obtain, all permits and licenses that are required by the State of Utah and by the Utah County Health Department.
- D. Contractor shall obey all applicable state, federal and local laws, rules, regulations and orders

ATTACHMENT A

BID RESPONSE FORM

In order to receive consideration, submitted bids must contain responses to all questions.
Failure to respond to all questions may result in disqualification of the bid.

COMPANY NAME & ADDRESS: _____

Is this an Office: _____, Home: _____, Shop: _____, Other: _____

Telephone Number: (____) _____, Emergency Number: (____) _____.

Answering Machine: (____) _____, Fax Number: (____) _____.

Email Address: _____

COMPANY OWNER: _____

COMPANY PRESIDENT: _____

CONTACT PERSON: _____ Phone: _____

Type of Company (Partnership, Corporation, Venture etc.): _____

If a Corporation, in what State Incorporated: _____

Business License Number: _____

Federal Tax Identification Number: _____

D&B D-U-N-S Number: _____

How long has this company been in business: _____ Years, and _____ Months.

Officers authorized to execute contracts: _____

What would happen to your company in the event of the owner's absence or death?

Brief History of the Company: _____

Are there any judgements, suits or claims pending
against your company? If Yes, attach a written explanation.

YES NO

Has your company operated under any other name (s)?
If Yes, attach a written explanation.

YES NO

BID RESPONSE FORM: Page 2

Has your firm failed to complete a contract within the last five years?
If "yes" attach explanation. **YES NO**

Has your firm or any partner or officers ever been involved in any
bankruptcy action? If "yes" attach explanation. **YES NO**

Has your firm ever been listed on the Excluded Parties List System? **YES NO**

Are any of your firm's owners, officers, employees, or agents also
employees of Utah County or related to any employees of Utah County
If "yes" attach explanation. **YES NO**

FINANCIAL REFERENCES

1. Bank Name & Address _____

Manager _____ Phone _____

2. Bank Name & Address _____

Manager _____ Phone _____

CLIENT REFERENCES

1. Name: _____, Contact: _____
Address: _____, Phone: _____

2. Name: _____, Contact: _____
Address: _____, Phone: _____

3. Name: _____, Contact: _____
Address: _____, Phone: _____

4. Name: _____, Contact: _____
Address: _____, Phone: _____

BID PRICES:

1 PORTABLE RESTROOMS

- A. Remote Control Airport Park (Jordan River Parkway, Saratoga Springs)
Monthly rental/service fee per unit \$ _____
/per unit per month
- B. Willow Park (Lehi)
Monthly rental/service fee per unit \$ _____
/per unit per month
- C. Upper Falls Park (Provo Canyon)
Monthly rental/service fee per unit \$ _____
/per unit per month
- D. Various locations to be determined
Monthly rental/service fee per unit \$ _____
/per unit per month

2 PORTABLE SEWAGE HOLDING TANKS

- A. Spanish Fork River Park (Spanish Fork Canyon)
Monthly rental/service fee \$ _____
/per unit per month
- B. Nunns Park (Provo Canyon)
Monthly rental/service fee \$ _____
/per unit per month
- C. Various locations to be determined
Monthly rental/service fee \$ _____
/per unit per month

3 EXISTING SEWAGE HOLDING TANKS

- A. Vivian Park Restroom 1 (Provo Canyon): 2,000 gallon \$ _____
/week
- A. Vivian Park Restroom 2 (Provo Canyon): 100 gallon \$ _____
/week
- A. Nunns Park Restroom 1 - old (Provo Canyon): 2,500 gallon \$ _____
/week
- A. Nunns Park Restroom 2 - new (Provo Canyon): 3 x 1,000 gallon \$ _____
/week
- A. Various locations, to be determined: PER GALLON \$ _____
/gallon

4 SAND AND GREASE TRAPS , AND OIL SEPARATORS

- A. Location: Public Works Motor Pool, 2801 South State Street, Provo
Type: water and oil separator
Bid per gallon of material pumped and delivered. \$ _____
/gallon

ATTACHMENT B

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH) Invitation to Bid
)SS for
COUNTY OF UTAH) Portable Restrooms and Waste Pumping

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:
That as a condition precedent to the award of the Utah County project as above captioned,

I _____
 (owner, partner, officer or delegate)

of _____ do
 (company)

solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard to this bid or potential contract resulting therefrom.

Contractor Signature

By: _____
Title: _____

Subscribed/sworn to before me this ____ day of _____ 2009 A.D.
My Commission Expires _____
Residing at _____

Seal

By: _____
Notary Public

ATTACHMENT C
SAMPLE AGREEMENT

INDEPENDENT CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and _____, Federal Tax I.D. Number _____, hereinafter referred to as **CONTRACTOR**.

WITNESSETH:

WHEREAS, COUNTY desires to obtain materials and services as herein defined and further to obtain such services in accordance with Utah State Law; and

WHEREAS, CONTRACTOR is willing to provide such materials and services for COUNTY in consideration of receiving such fees as herein provided;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF WORK

- a. In consideration of the compensation set forth in Section 2, the CONTRACTOR agrees to provide all necessary materials and labor to provide and service portable restrooms, provide and service portable sewage holding tanks, service existing sewage holding tanks, and to service sand and grease traps and oil separators, on the terms and conditions described and specified in the Invitation to Bid for Portable Restrooms and Waste Pumping, including all attachments, appendices and amendments, attached hereto as Exhibit A, and the CONTRACTOR'S response to the Invitation to Bid attached hereto as Exhibit B, all of which are incorporated herein by this reference the same as if each and all had been set forth at length herein.

2. COMPENSATION

In exchange for services listed in Section 1, COUNTY will pay CONTRACTOR the amounts specified in Exhibit B, or such other amount as modified in accordance with Exhibit A.

3. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

LARRY A. ELLERTSON, Chairman

ATTEST:
BRYAN E. THOMPSON
County Auditor/Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JEFFREY R. BUHMAN
Utah County Attorney

By: _____
Deputy County Attorney

CONTRACTOR

By: