



REQUEST FOR QUOTATION

2010-03S

February 2, 2010

The above number must appear on all quotations and related correspondence.

THIS IS NOT AN ORDER

**BIDS ACCEPTED NO LATER THAN:
3:00 PM, WEDNESDAY, FEBRUARY 17, 2010
BID OPENING WILL BE AT 3:30 PM**

**TO: Susan Shepherd, C.P.M.
Utah County Auditors Office
100 East Center, Suite 3600
Provo, UT 84606 (801) 851-8234**

UTAH COUNTY IS ACCEPTING BIDS FROM QUALIFIED CONTRACTORS TO PERFORM MAINTENANCE ON EXISTING SECTIONAL AND ROLL-UP DOORS IN VARIOUS UTAH COUNTY BUILDINGS.

THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, SUPPLIES AND TRAFFIC CONTROL REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS, REQUIREMENTS, AND TERMS OF THE CONTRACT.

******* PLEASE SEE ATTACHED BID SPECIFICATIONS AND REQUIREMENTS *******

PLEASE INCLUDE THE FOLLOWING ITEMS IN THE BID:

- TRANSMITTAL LETTER
- COMPLETED BID RESPONSE FORM
- COMPLETED CERTIFICATE OF NON-COLLUSION
- PROOF OF LIABILITY INSURANCE
- PROOF OF CURRENT WORKERS COMPENSATION INSURANCE
- COMPLETED W-9 FORM

PLEASE DIRECT ALL QUESTIONS TO:

STUART TANNER
BUILDINGS & GROUNDS DIVISION MANAGER
UTAH COUNTY PUBLIC WORKS DEPARTMENT
2855 SOUTH STATE
PROVO, UT 84606
(801) 851-8651

SEALED BIDS SHOULD BE MAILED OR HAND DELIVERED TO: SUSAN SHEPHERD, UTAH COUNTY PURCHASING AGENT, 100 EAST CENTER, SUITE 3600, PROVO, UTAH 84606, AND SHOULD BE CLEARLY MARKED "SEALED BID." PLEASE REFERENCE BID #10-03S ON ALL DOCUMENTS PERTAINING TO THIS BID. ALL BIDS ARE DUE ON WEDNESDAY, FEBRUARY 17, 2010, AT 3:00 P.M. AND OPENED AT 3:30 P.M. NO LATE BIDS WILL BE ACCEPTED.

UTAH COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS 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.

SUSAN SHEPHERD, C.P.M.
PURCHASING AGENT

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

**INVITATION TO BID
for
MAINTENANCE OF
SECTIONAL AND ROLL-UP DOORS**

May be Multiple Award Bid

CLOSING DATE
FOR RECEIPT OF BIDS: Wednesday, February 17, 2010

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.

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1. NOTICE TO CONTRACTORS

Through this Invitation to Bid (ITB), Utah County intends to select a qualified contractor to perform maintenance of existing sectional and roll-up doors in various Utah County Buildings.

Pursuant to this ITB an agreement will be executed, a sample copy of which is attached..

2. SCOPE OF WORK

2.1 LOCATIONS

The work is located at various facilities in Utah Valley (see Section 2.2.H “Door Schedule” for facility addresses).

2.2 SPECIFICATIONS

- A. The Contractor shall provide, once each year for each of the doors included hereunder, one (1) industry-standard maintenance inspection and preventative maintenance service. This shall include, but not be limited to: 1) adjustment; 2) lubrication; 3) alignment; 4) safety check; 5) functional and safety repair.
- B. The Contractor shall furnish all labor, materials, supplies, equipment, transportation, and supervision necessary to satisfactorily perform the annual maintenance inspections and preventative maintenance services specified herein.
- C. The Contractor’s bid price for 2.2.A and 2.2.B shall be the total annual inspection and service price for all doors specified hereunder.
- D. The quantity, type, and location of doors to be maintained are available for inspection by contacting Utah County (see Section 3.3). The Contractor shall have SOLE responsibility to ensure that its bid submission, including pricing elements thereof, accurately accounts for the quantity, type, and location of doors to be maintained.
- E. The Contractor shall include in its bid submission the hourly labor cost and material cost markup percentage for door replacement, repair/replacement parts, and miscellaneous services not covered in the specifications, which may from time to time be requested by County.
- F. Utah County may purchase necessary repair/replacement parts from the Contractor based on the material cost markup percentage specified in the Contractor’s bid. This cost shall be over and above the cost of the services specified above. The County reserves the right to obtain comparative pricing for replacement parts, and Contractor

agrees to sell all necessary parts to the County at or below the lowest reasonable comparative price.

G. The Contractor shall replace doors and/or provide miscellaneous related services to the County at the request of the County based on the hourly labor cost and material cost markup percentage for door replacement and miscellaneous services set forth in the Contractor's bid.

H. Door Schedule:

FACILITY	QUANTITY	SIZE	TYPE
1. UTAH COUNTY PUBLIC WORKS 2855 South State Street, Provo, Utah	2	16'x16'	sectional
	3	12'x12'	sectional
	1	8'x8'	roll-up
2. UTAH COUNTY MOTOR POOL 2801 South State Street, Provo, Utah	1	12'x12'	roll-up
	2	14'x16'	roll-up
	1	14'x14'	roll-up
	5	16'x16'	roll-up
	1	15'x16'	roll-up
3. UTAH COUNTY FUEL STATION 2815 South State Street, Provo, Utah	2	10'x8'	sectional
4. UTAH COUNTY ELECTIONS STORAGE 2615 South State Street, Provo, Utah	5	12'x14'	sectional
5. UTAH COUNTY ANIMAL SHELTER 582 West 3000 North, Spanish Fork, Utah	2	10'x8'	sectional
6. UTAH COUNTY SECURITY CENTER 3075 North Main, Spanish Fork, Utah	1	45"x50"	sectional
	1	8'x8'	sectional
	1	8'x10'	sectional
	2	8'x10'	roll-up
7. FOOTHILL TREATMENT CENTER 3281 North Main, Spanish Fork, Utah	1	8'x8'	sectional
8. WORK RELEASE ANNEX 1 370 West 3200 North, Spanish Fork, Utah	1	8'x8'	sectional
9. UTAH COUNTY AIR QUALITY (EMISSIONS) 3255 North 150 West, Spanish Fork, Utah	4	12'x12'	sectional
	6	14'x14'	sectional
10. NORTH BUILDING 256 West 3200 North, Spanish Fork, Utah	1	12'x12'	sectional
	1	10'x12'	sectional
11. UTAH COUNTY EQUESTRIAN PARK 935 North 6800 West, Highland, Utah	1	8'x7'	sectional
	4	14'x14'	sectional
	2	8'x10.5'	sectional
12. VEHICLE STORAGE BUILDING 252 West 3200 North, Spanish Fork, Utah	3	14'x14'	sectional
13. HEALTH AND JUSTICE BUILDING 151 South University Avenue, Provo, Utah	1	8'x8'6"	sectional

14. EMERGENCY SERVICES BUILDING 258 West 3200 North, Spanish Fork, Utah	2	8'x12'	sectional
	2	14'x14'	sectional
	18	12'x14'	sectional

- I. Utah County reserves the right to add additional doors to the above schedule without rebidding. Maintenance costs for such doors shall be based on Contractor’s price for similar doors identified in the above schedule, or on other costs to be negotiated with Contractor.
- J. Contractor shall provide the services specified above to County on an as-requested basis. In the case of Multiple Award Bids, various service items may be requested from more than one contractor.

2.3 SCHEDULING OF WORK

Because of the time constraints affecting the usage of certain area of the buildings, the Contractor shall complete all work within a time schedule arranged between the County and the Contractor. Some work may need to be scheduled outside of normal business hours.

2.4 SITE CONDITIONS

- A. Field measurements and material quantities:
 - 1. Contractor shall have SOLE responsibility for accuracy of all measurements, estimates of material quantities and sizes, and site conditions that will affect work. Bidders are strongly encouraged to examine the doors and work sites prior to submitting a bid.
- B. Existing conditions:
 - 1. Contractor shall not interrupt ongoing operations of the facilities unless prior written approval is received from County.
- C. Safety requirements:
 - 1. Contractor shall take all necessary safety precautions and shall comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. The County Representative may stop work if safety laws, or safe work practices are not being observed.
 - 2. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
 - 3. Contractor shall advise County whenever work is expected to be hazardous to building occupants, employees, and/or operators.
- D. Waste Disposal:
 - 1. Contractor shall not re-use, re-cycle or dispose of manufacturers product containers except in accordance with all applicable regulations. Contractor as a

user of manufactured products is responsible for proper use and disposal of product containers.

2. Contractor shall be responsible for proper disposal of all waste materials.
3. Contractor assumes all liability for the disposal of all waste.

E. Damage To Property:

1. Contractor shall be responsible, and hold County harmless, from any and all damage to property belonging to the County and County's tenants or third parties caused by an act or omission of contractor, its agents or employees. Contractor shall be responsible for the cost of repairing said damaged property and shall pay County the costs therefor.

F. Security

1. Contractor shall determine, in company with the County Representative, any specific security requirements pertinent to each building being serviced.

2.5 STANDARDS OF CONDUCT

- A. Contractor and Contractor's employees shall not read or disclose the contents of any materials or documents available in the facilities of the County, and shall not use or remove County or personal property, including, but not limited to, radios, typewriters, computer or other data processing terminals, calculators, etc., which may be in any of the County's facilities.
- B. Contractor and Contractor's employees shall not provide access to any person to any space of the County, without prior authorization from the County Representative. It is expected that the Contractor and its employees shall immediately advise the County Representative directly of any obvious unauthorized or suspicious person(s) and/or activities in or about County buildings.
- C. Contractor and its employees shall not be assisted or accompanied by non-employees during their work shift.
- D. The County has specific policies applying to the use of County telephones for personal use. The Contractor and its employees shall ensure that these policies are observed. Unauthorized telephone usage which can be directly attributed to Contractor or its employee shall be the responsibility of the Contractor for payment of any costs incurred by the County for such unauthorized use.
- E. Violation of these proscriptions by any of the Contractor's employees shall require immediate remedy by the Contractor.

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, February 17, 2010 3:00 p.m.(Mountain Time) Bids will be opened at 3:30 p.m.

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 provider will be required to sign an agreement, a sample of which is attached.

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 - MAINTENANCE OF SECTIONAL AND ROLL-UP DOORS". 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 (Exhibit B) (including all requested attachments, proof of Contractor's experience as required in 3.5.A., and a list of similar work as required in 3.5.B.).
 - 3. Completed Certificate of Non Collusion.
 - 4. Proof of liability insurances required in 4.10.
 - 5. Proof of current Workers Compensation insurance required in 4.10.
- 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, Building and Grounds Division Manager.

Business Hours: 8:00 a.m. to 4:30 p.m. Mountain Time
 Telephone Number: (801) 851-8651

Bidders are strongly encouraged to contact Mr. Tanner and make arrangements to examine the doors and work sites prior to submitting a bid.

3.5 REQUIRED EXPERIENCE

- 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. The Contractor shall provide a list of at least three (3) projects similar to Utah County's as set forth herein, including contracting agency and contact information for each.

3.6 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.

3.7 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.
- G. If the bid at the opening does not contain a signed letter and a signed certificate of non-collusion.
- H. If the Contractor is unable to evidence a satisfactory record of integrity.
- I. If the Contractor is not qualified legally to contract.
- J. Utah County reserves the right to reject any or all bids.

3.8 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.

3.9 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.

3.10 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 provider 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 parties in any manner as having any legal effect whatsoever.

4. GENERAL REQUIREMENTS

4.1 AMENDMENTS

No oral modifications or amendments to this ITB or any resulting 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

By change order, 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. 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

Contractor shall not assign this contract, or any part thereof, without the prior written consent of County. No assignment shall relieve Contractor 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 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. Substitutions must be approved in writing prior to use.

4.6 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 on the plans or 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 which are radical, unforeseen, and completely beyond the control of the Contractor.

- B. Miscellaneous items normally associated with the major work items included in this bid, but which may not be specifically identified, shall be furnished by the Contractor as if they had been included in the bid, 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.

4.7 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, judgments, 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.

4.8 INDEPENDENT CONTRACTOR

- A. Contractor states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it 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.

4.9 INSPECTION AND ACCEPTANCE

- A. Utah County or its authorized representatives shall have the right to enter the premises of the selected bidder, 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 selected bidder must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.
- B. At any time the County Representative may inspect those areas serviced under this contract to ascertain the quality and acceptability of the work performed or in the process of being performed. Contractor shall immediately correct any defects or deficiencies noted by the County Representative.
- C. Contractor shall notify the County Representative of tasks to be performed and state the nature of the tasks, the location and the time required to complete the tasks. Upon completion of the required task, Contractor shall call the County Representative for a site inspection. The County Representative will inspect the site to ensure that the work has been performed satisfactorily. If the work is not satisfactory, the Contractor will be required to immediately remedy any deficiency until it is deemed to be satisfactory by the County Representative.
- D. If work to be performed under this agreement is not satisfactorily performed in the opinion of the County Representative, he/she shall give written notice to the Contractor of the unsatisfactory performance. If the unsatisfactory work is not remedied within seven (7) days of receipt of such written notice, this agreement may be terminated in whole. The same shall apply for identical repeated complaints in the same areas that are not permanently corrected.

4.10 INSURANCE

- A. The Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than \$1,000,000 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 commencing work, 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.

- C. The Contractor shall file all required certificates of insurance with the Utah County Public Works Department in a timely manner following the Closing Date for Receipt of Bids. Failure to timely provide required certificates of insurance is grounds for termination of this agreement at County's sole discretion.

4.11 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.

4.12 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.

4.13 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 the 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.

4.14 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.

4.15 PAYMENTS

- A. The Contractor shall invoice the County immediately after the month in which services were rendered. The Contractor shall provide to the County separate invoices for each building. Invoices shall be mailed to the Utah County Public

Works Department, 2855 South State Street, Provo, UT 84606. Invoices shall be due and payable within 30 days after receipt of invoice.

- B. Partial or progress payments shall not relieve Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed.
- C. Payments may be withheld from the Contractor by Utah County in order to protect Utah 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. Any other failure of the Contractor which results in liability for the County.

4.16 PROPRIETARY INFORMATION

The Contractor shall mark any specific 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.

4.17 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 providers must meet the enclosed 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.

4.18 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.

4.19 TERM AND RENEWAL

- A. The initial term of this agreement shall commence upon execution hereof and shall terminate on December 31, 2010.
- B. This Agreement shall automatically renew for additional one-year periods 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 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.

4.20 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.
- C. The contract may be terminated for any reason by the Contractor upon ninety (90) days written notice to Utah County.

4.21 WARRANTY

The Contractor warrants to Utah County that all materials furnished under this contract will be new unless otherwise specified, and that all materials and work will be of good quality, free from faults and defects and in conformance with this contract. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Utah County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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 or officers 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: _____

1. **Documentation:** Copies of all documents required in section 3.3 of the Invitation to Bid must be included with the bid submission.

Have you reviewed section 3.3 and included all required documentation? **YES** **NO**

2. **Service Costs:**

- A. The TOTAL ANNUAL COST for the services specified in Sections 2.2.A and 2.2.B.

TOTAL ANNUAL SERVICE PRICE: \$_____ (a)

- B. MISCELLANEOUS SERVICE COSTS for the services specified in Sections 2.2.E, F and G (specified quantities are for bid evaluation only).

LABOR COST: \$_____ per hour X 50 hours = \$_____ (b1)

MATERIAL COST MARKUP: _____ % X \$4,000 = \$_____ (b2)

- C. **TOTAL BID PRICE:** (a) + (b1) + (b2) = \$_____

3. **Certification of Bid:** I hereby certify that I have read, understand, and agree to all sections and attachments of this Invitation to Bid for Maintenance of Sectional and Roll-Up Doors. I further certify that the information submitted by me/my company in response to this Invitation, including the pricing and other information in this Bid Response Form, is true and accurate.

I understand that Utah County has the right to reject any or all bids, to waive minor irregularities when to do so would be in the best interests of Utah County, and to negotiate a price for the proposed services as determined to be in the best interest of Utah County.

Signature

Title

ATTACHMENT C
SAMPLE AGREEMENT

DOOR MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and _____, hereinafter referred to as **CONTRACTOR**.

WITNESSETH:

WHEREAS, COUNTY desires to obtain materials and services for the maintenance of existing sectional and roll-up doors 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

In consideration of the compensation set forth in Section 2, the CONTRACTOR agrees to provide all materials and labor necessary to perform the annual maintenance inspection and preventative maintenance services and other labor and materials as specified in the Invitation to Bid attached hereto as Exhibit A and the CONTRACTOR'S response to the Invitation to Bid attached hereto as Exhibit B which are incorporated herein by this reference. CONTRACTOR shall perform said services for COUNTY on an as-requested basis.

2. COMPENSATION

In exchange for the annual maintenance inspection and preventative maintenance services listed in Section 1, COUNTY will pay CONTRACTOR the sum of \$_____ as the total annual cost of the annual maintenance inspection and preventative maintenance services. For all other services specified in Exhibit A, COUNTY will pay CONTRACTOR in accordance with the terms specified in Exhibit B.

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

STEVE WHITE Chairman

Attest:
BRYAN E. THOMPSON
Utah County Auditor/Clerk

By: _____
Deputy

Approved as to form
JEFFREY R. BUHMAN
Utah County Attorney:

By: _____
Deputy Utah County Attorney

CONTRACTOR

By: