



## **INVITATION TO BID (ITB) 2017-19**

**Closes September 27th, 2017 at 3:00 pm**

### **BACKGROUND**

Utah County wishes to purchase six (6) FWE brand 18-shelf rethermalization cabinets for the Utah County Jail Kitchen. Bids must include a minimum 2-year warranty. Quoted price must remain effective for a minimum of one year from date of ITB. Vendor must guarantee the ability to respond to maintenance calls within 48 hours.

### **MINIMUM SPECIFICATIONS:**

- Fully insulated oven for purposes of baking, cooking, or reheating product
- Stainless steel cabinet
- Heavy duty 5" swivel casters and brakes
- Two doors
- 18" x 26" trays
- 12" x 20" x 2.5" pans
- 2-year Parts and 1-year Labor Warranty

### **MINIMUM POWER SPECIFICATIONS:**

- 11,000 Watts, 208 Volts, Single Phase, 60 Hz., 35 Amp
- High output

### **DELIVERY SCHEDULE:**

- Minimum of three ovens to be received before the end of 2017, and an additional three more to be purchased in 2018 (at the same price).
- Delivery FOB 3075 N. Main St., Spanish Fork, Utah

### **PROCEDURE**

The procedure for response to this Invitation to Bid (ITB) is as follows:

1. Interested entities will prepare and submit their bids prior to the specified Closing Date (September 27, 2017).

2. Utah County and/or its representatives will evaluate all submitted bids to determine acceptance or rejection of the bids.
3. The selected bidder shall be required to sign an agreement, a sample of which is included as herein.

## **BID ORGANIZATION**

Each respondent must submit its bid to the Utah County Purchasing Manager. Bids must be submitted to:

Robert Baxter  
Utah County Purchasing Manager  
100 East Center Street, Suite 3600  
Provo, Utah 84606

## **TIMEFRAME**

Bids shall be submitted no later than **Wednesday September 27<sup>th</sup>, 2017 at 3:00 pm** to the address listed above. Bids will be opened September 27<sup>th</sup> at 3:15 pm.

## **LATE BIDS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.**

### **The bid must include:**

1. Bid Proposal (Exhibit A)
2. Completed Certificate of Non Collusion (Exhibit B)
3. A copy of the bidder's current business license.
4. A completed W-9 form for the bidder.

## **QUESTIONS AND CLARIFICATIONS**

Questions regarding this ITB should be directed prior to the submission deadline date to the SciQuest website, or to:

Jason Heidel  
Deputy Sheriff  
3075 N Main St.  
Spanish Fork, UT 84660  
801-361-4383 (cell)  
801-851-4270 (office)  
JasonH@utahcounty.gov

## **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.

## **DISQUALIFICATION OF BID**

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

1. Failure to respond within the established timetable.
2. Failure to completely answer all questions presented in the ITB.
3. Use of any other type of form or format other than those indicated in the ITB.
4. Failure to provide requested documentation at the time of bid submission.
5. Illegible responses.
6. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into an agreement pursuant to an award, or any other unauthorized conditions, limitations or provisions.
7. If the bidder is unable to evidence a satisfactory record of integrity.
8. If the bidder is not qualified legally to contract.
9. If the bid at the opening does not contain a signed bid, and a signed certificate of non-collusion.
10. Utah County reserves the right to reject any or all bids.

## **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.

## **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 agreement awarded to the lowest responsive and responsible bidder.

## **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 agreement entered into between Utah County and the awarded bidder.
- B. It is vitally important that any person who signs a bid or agreement 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 an agreement 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 an agreement 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.

### **INTERPRETATION OF ITB**

The invalidity of any portion of this ITB 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 are for convenience only and do not constitute a part of the provisions hereof.

### **PROPRIETARY INFORMATION**

The bidder 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.

### **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 herein.
- C. All prospective bidders must meet the required criteria as of the date of submission.
- D. Respondents must provide all information requested in the Contractor Information Form.
- E. 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.

**EXHIBIT A**  
**BID PROPOSAL**

CONTRACTOR: (Name, Address, Phone No.): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned offers the following services at the prices listed below:

A. Price per oven: \$ \_\_\_\_\_

B. Total price for 6 ovens: \$ \_\_\_\_\_

C. Vendor guarantees the ability to respond to on-site maintenance calls within 48 hours.

\_\_\_\_\_  
Signature of the Preparer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Preparer

EXHIBIT B

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH ) Invitation to Bid
)SS for
COUNTY OF UTAH ) Rethermalization Ovens

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 agreement resulting therefrom.

\_\_\_\_\_  
Supplier Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*\*\*

Subscribed/sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2017 A.D.

My Commission Expires \_\_\_\_\_

Residing at \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Seal

By: \_\_\_\_\_
Notary Public

**AGREEMENT**

**THIS AGREEMENT**, made and entered this \_\_\_\_\_ day of September, 2017, by and between Utah County, a body corporate and politic of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as COUNTY; and \_\_\_\_\_,  
Federal ID Number 87-\_\_\_\_\_, hereinafter referred to as CONTRACTOR.

**WITNESSETH**

**WHEREAS**, COUNTY desires to obtain parts, labor, equipment, materials, delivery and installation/setup services as herein defined and further to obtain such services in accordance with Utah State Law; and

**WHEREAS**, CONTRACTOR is willing to provide such parts, labor, equipment, materials, delivery and installation/setup services as herein defined for COUNTY in consideration of receiving such fee as herein provided;

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

**1. DESCRIPTION OF THE WORK**

- a. In consideration of the compensation set forth on page one of CONTRACTOR's Quote, which is incorporated herein by this reference as Exhibit 1, CONTRACTOR agrees to provide the equipment and installation/setup work listed on page one of Exhibit 1 on the terms and conditions stated in page one of Exhibit 1 and this Agreement. CONTRACTOR shall supply County with six (6) FWE brand 18-shelf rethermalization cabinets (the Cabinets) for the Utah County Jail Kitchen.
- b. CONTRACTOR agrees to deliver and supply all labor, parts, equipment, installation/setup, materials, tools and machinery as specified herein, and to furnish and deliver all materials not specifically mentioned as being furnished by the local agency, within 30 days of the signing of this Agreement by the parties. Delivery to be FOB 3075 North Main, Spanish Fork, Utah 84660.

- c. Upon the receipt of required insurance certificates, COUNTY hereby authorizes CONTRACTOR to proceed with the equipment, delivery and installation/setup work as specified herein.

## 2. COMPENSATION

In exchange for services listed in Exhibit 1, COUNTY will pay CONTRACTOR \$\_\_\_\_\_ as provided herein and on page one of Exhibit 1 as the total cost of the equipment, delivery and installation/setup specified herein. This price must remain effective for a minimum of one year from date of this Agreement. Minimum of three Cabinets to be received before the end of 2017, and an additional three more to be purchased in 2018 (at the same price).

## 3. SPECIFICATIONS

The supplied Cabinets and service provided shall comply with the following:

- Fully insulated oven for purposes of baking, cooking, or reheating product
- Stainless steel cabinet
- Heavy duty 5" swivel casters and brakes
- Two doors
- 18" x 26" trays
- 12" x 20" x 2.5" pans
- 2-year Parts and 1-year Labor Warranty
- 11,000 Watts, 208 Volts, Single Phase, 60 Hz., 35 Amp
- High output
- Delivery FOB 3075 N. Main St., Spanish Fork, Utah
- Vendor shall respond to Cabinet maintenance calls within 48 hours.

## 4. ALTERATION OF PLANS OR CHARACTER OF WORK

The County Commission, after recommendation by the County Sheriff, reserves the right to make at any time, such increases or decreases in equipment and such alterations in the details of installation, and the elimination of one or more items as may be found necessary or desirable. The Contractor agrees to accept the alterations the same as if it had been a part of the original Agreement. The Contractor shall proceed with equipment and installation alterations when ordered in writing. **Financial increases to this contract must be approved by the Utah County Commission before additional work is authorized and constructed.**



## **5. AUTHORITY OF THE COUNTY COMMISSION AND THE SHERIFF**

The County Commission and the County Sheriff will decide all questions which may arise as to the quality, quantity and acceptability of equipment and materials delivered, furnished and installation and as to the rate of progress of installation. They/he will also decide all questions which may arise as to the acceptable fulfillment of the contract on the part of the Contractor.

The County Commission or the County Sheriff will have the authority by written order to suspend equipment delivery and installation 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 Agreement; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for equipment delivery/installation; or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

## **6. SUPERVISION:**

The County Commission and the County Sheriff shall have full supervisory powers in determining the extent of the installation and equipment provided. Compensation will be based on the payment terms described under General Requirements. All decisions concerning the extent and acceptability of the equipment/installation the quality of all parts, labor, equipment and materials shall rest solely with the County Commission or the County Sheriff.

Contractor shall supply all necessary parts, material, supplies, labor, tools and equipment for delivery and installation/setup as specified herein. All parts, equipment and installation work provided by the Contractor shall meet or exceed all applicable state and local building codes. All parts, equipment, supplies and materials provided by Contractor are FOB Utah County Security Center, Spanish Fork, Utah.

Delivery and installation/setup shall be no later than thirty days after the bid has been awarded and the contract signed.

Minimum 2 years parts and 1year labor warranty on all equipment, materials and services, or such longer warranty as specified herein.

## **7. AMENDMENTS**

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

## 8. ASSIGNMENT:

The Contractor shall not assign this Agreement, or any part hereof, without the prior written consent of County. No assignment shall relieve Contractor from any liability hereunder.

## 9. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

## 10. COMPLETION DATE

Following the bid opening, awarding the Agreement and the provision of required insurance, the Contractor may deliver and install the equipment as specified herein. The completion date for equipment installation and delivery is thirty days from the signing of this Agreement by the parties, regardless of weather conditions and other related problems. If the Contractor fails to complete equipment delivery and installation on or prior to the completion date, or extension of time granted by the County in writing, then the Contractor may forfeit his 5% payment retainer and shall in addition be liable for all additional costs and damages incurred by Utah County as a result of the failure of completion.

If abnormal weather conditions, or other natural events completely beyond the control of the Contractor require in the judgement of the County an extension of the completion date, written authorization must be given by County for such specific extension.

Contractor shall pay County a late penalty of **\$100.00 per calendar day** for each calendar day after the completion date that the equipment is not FULLY delivered and accepted without a punch list by the County.

Notwithstanding the above, Cabinets to be delivered in 2018 will be delivered within 30 days of notice from COUNTY to CONTRACTOR to provide the Cabinets.

## 11. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by CONTRACTOR of applicable law shall constitute an event of default under this Agreement and CONTRACTOR shall be liable for and hold the COUNTY harmless and defend the COUNTY from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the COUNTY as a result of the violation. CONTRACTOR is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits

and licenses required for its lawful performance of its duties and obligations under this Agreement.

## **12. DELIVERY**

Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the CONTRACTOR. Responsibility and liability for loss or damage will remain with CONTRACTOR until final inspection and acceptance when responsibility will pass to the COUNTY except as to latent defects, fraud, and CONTRACTOR's warranty obligations.

## **13. EXTRA WORK**

Extra work, when authorized in writing by the County, is defined as additional work which is neither shown nor defined in the Specifications, but determined by the County to be necessary to the project. It is also defined as that additional effort necessary resulting from by reason of changed conditions. But the changed condition must be radical, unforeseen, and completely beyond the control of the Contractor. Adverse weather variations do not constitute a changed condition.

Miscellaneous items normally associated with the equipment delivery and installation, but which may not be specifically shown, shall be furnished and installed by the Contractor as if they had been shown, without additional cost to the County. After authorization of the Utah County Commission in writing, payment for authorized extra work will be made by either of the following methods, as determined by the County:

1. Reimbursement for all direct and substantiated costs of labor, materials, supplies and equipment use, plus 15% to cover all indirect costs, overhead and profit; or
2. A lump sum, agreed to prior to beginning the extra work, to cover all of the items authorized in writing by the County.

## **14. FORCE MAJEURE**

Neither party to this Agreement will be held liable for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The COUNTY may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

## **15. 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 Agreement 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 the fulfillment of this Agreement.

## **16. INDEPENDENT CONTRACTOR**

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 agreements 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.

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.

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.

## **17. INSPECTION**

The equipment delivered and installed will be inspected by Deputy Jason Heidel.

## **18. INSURANCE**

The Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than \$717,100 for one person in any one occurrence, \$2,455,900 aggregate amount of individual awards that be may awarded in relation to a single occurrence,

and \$286,900 property damage 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. **This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as a certificate holder.** Prior to equipment delivery, the Contractor 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.

Prior to equipment delivery, the selected Contractor shall provide a Certificate of Insurance to Utah County evidencing that the Contractor has Workers Compensation Insurance for the Contractor, subcontractors, if any, and all employees of the Contractor and/or subcontractors. The Contractor shall maintain said insurance for the duration of this Agreement.

## **19. INTERPRETATION**

The invalidity of any portion of this Agreement 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 any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

## **20. 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.

## **21. 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.

## **22. LICENSE**

The Contractor shall have a current "Business License", issued by the county or city in which the Contractor's business is located, and shall provide proof of such license prior to the commencement of said work.

If construction work is necessary for installation, the Contractor or any subcontractor providing construction services shall be a licensed “contractor” through the State of Utah, to perform construction work in this State. He shall provide proof of such license prior to the commencement of said work.

### **23. NO PRESUMPTION**

Should any provision of this Agreement 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 of this Agreement.

### **24. 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 addresses first above written, or at such other addresses as may be designated by notice given hereunder.

### **25. PAYMENTS**

The Contractor shall be paid the purchase price within 30 days of County’s acceptance of the equipment delivery, installation and receipt of a billing to County after acceptance. All bills must be received by the Utah County Sheriff’s Office. Each bill shall itemize the equipment delivered and installation work performed. Actual payment will be based upon inspection by the County Sheriff who will certify that the work has been performed in a workmanlike manner. All payments to the CONTRACTOR will be remitted by mail unless paid by the COUNTY’s Purchasing Card. CONTRACTOR shall accept payment by Purchasing Card without any additional fees. **In accordance with U.C.A. Section 13-8-5, Utah County may retain five percent (5%) of all payments to the Contractor or such other sums as authorized thereby until the end of the project.** Final payment of any sums retained will be paid on the 10th or 25th of the month approximately fifteen (15) days after approval of the project by final inspection.

## **26. SAFETY REQUIREMENTS**

In order to protect the life and health of employees and the general public in the performance of this contract, the Contractor shall comply with the general safety orders covering Utah industries, issued by the Industrial Commission of Utah and Occupational Safety and Health Act of 1970. Nothing in this Agreement shall relieve the Contractor of responsibility assigned in the Specifications, State Industrial Commission's requirements, or state and local laws and ordinances.

The Contractor agrees to hold Utah County free and harmless from any and all damages/claims that may occur during the performance of this Agreement. The Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of the performance of this contract and construction operations by Contractor, its subcontractors, agents or employees.

## **27. SALES TAX EXEMPTION**

The tangible personal property or services being purchased are being paid from County funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in this Agreement. As such, CONTRACTOR shall not charge COUNTY sales tax for the product(s) purchased by this agreement.

## **28. TERM**

The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon acceptance of the product(s) specified herein and payment to CONTRACTOR. Termination of this AGREEMENT shall not terminate any warranty or other continuing obligation owed by CONTRACTOR as set forth herein.

## **29. UTAH LAW**

This Agreement shall be interpreted pursuant to the laws of the State of Utah and ordinances of Utah County.

## **30. 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 hold the County harmless and reimburse owners and utilities for any damage to their properties, overhead and underground

utilities, pole lines, signs, pipelines or improvements, and interference with their service caused through Contractor's operations. **If necessary, Contractor has the responsibility for contacting "Blue Stakes".**

### **31. VENUE**

The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Provo in the Fourth Judicial District Court for Utah County

### **32. WARRANTY:**

The Contractor warrants to Utah County that all equipment, supplies and materials furnished under this Agreement will be new and in working order unless otherwise specified, and that all installation work will be of good quality, free from faults and defects and in conformance with this Agreement. All equipment, materials, supplies, parts, labor and installation work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Defective equipment, materials, supplies, parts, labor and installation work shall be repaired or replaced by Contractor at Contractor's sole expense. If required by Utah County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

If, within one year after the acceptance of the work by Utah County, or within such longer period of time as may be prescribed by law or by the terms of this Agreement or any applicable special warranty required by this Agreement, any of the equipment, installation work, materials, parts or labor are found to be defective or do not conform with this Agreement, the Contractor shall correct it promptly at Contractor's sole expense after receipt of a written notice from Utah County to do so. This obligation shall survive termination of this Agreement.

Contractor shall provide County all applicable parts, labor, equipment, materials and supplies manufacturer's warranties upon acceptance of the work. Manufacturer warranties shall warrant a minimum of 2 years parts and 1 year labor. County may withhold final payment pending receipt of manufacturer's warranties.

### **33. 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**

\_\_\_\_\_  
WILLIAM C. LEE, Chairman

**ATTEST:**  
BRYAN THOMPSON  
Utah County Auditor/Clerk

By: \_\_\_\_\_  
Deputy

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

By: \_\_\_\_\_  
Deputy Utah County Attorney

**CONTRACTOR:**

By: \_\_\_\_\_

Its: \_\_\_\_\_