

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

**INVITATION TO BID**  
  
**for**  
  
**7,000,000 BTU NATURAL GAS BOILER(S)**  
  
**ITB # 2020-12**

CLOSING DATE  
FOR RECEIPT OF BIDS: Tuesday, November 3, 2020

TIME: 3:00 p.m. (Mountain Time)

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

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## 1. INVITATION TO BID

### 1.1 INTENT

Through this Invitation to Bid (ITB), Utah County intends to select a qualified supplier herein referred to as “contractor” to provide a 7,000,000 BTU natural gas boiler(s) at the Security Center located at 3075 North Main, Spanish Fork, UT 84660.

The contractor shall furnish all materials, transportation, tools, equipment, supplies, disposal fees, and other costs required to provide the gas boiler(s) in accordance with the terms hereof.

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

### 1.2 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 prior to the specified Closing Date for Receipt of Bids.
  2. Utah County and/or its representatives will evaluate all submitted bids to determine acceptance or rejection of the bids.
  3. The selected bidder(s) will be required to sign an agreement, a sample of which is included as Attachment C.

### 1.3 BID ORGANIZATION

- A. Each respondent must submit TWO (2) copies of its SEALED bid to the Utah County Purchasing Manager. The envelope containing the bid must be clearly labeled “SEALED BID – BOILER(S), ITB # 2020-12”. The bid must be delivered by **Tuesday, November 3<sup>rd</sup> at 3:00** to
- Utah County Purchasing Manager  
100 East Center, Room 3600  
Provo, Utah 84606
- B. Late bids will not be accepted except as set forth in Utah County Procurement rules and regulations.
- C. The bid must include:
1. Completed Contractor’s Cost Proposal (Exhibit B)
  2. Completed Contractor Information Form (Attachment A).
  3. Completed Certificate of Non-Collusion (Attachment B).
  4. A copy of the bidder’s current local business license.
  5. 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)
  6. Proof of required insurance.

### 1.4 QUESTIONS AND CLARIFICATIONS

All questions regarding this ITB must be submitted through the SciQuest web site. The deadline for submission of questions is specified on the SciQuest web site.

The County’s Project Manager for this project is listed below:

Project Manager Contact	
County Project Manager	Derek Christensen
Phone No.	(801) 851-8659
Email Address	<a href="mailto:derekc@utahcounty.gov">derekc@utahcounty.gov</a>

### 1.5 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.

### 1.6 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 an agreement 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.

### 1.7 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.

### 1.8 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 any resulting agreement will be awarded to the lowest responsive and responsible bidder.

### 1.9 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.

#### **1.10 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.

#### **1.11 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.

#### **1.12 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. Respondents must provide all information requested in the Contractor Information 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.

## EXHIBIT A

### **S. SPECIFICATIONS**

#### **S.1 SCOPE**

Utah County is interested in receiving bids from interested parties on supplying a 7,000,000 btu natural gas boiler(s). In addition, bidders will be required to provide design support such as suggesting pipe changes, flue design, gas, etc. and technical support which should include installation support as well as startup assistance for said boiler(s). The boiler(s) along with additional design and technical support components must meet these minimum specifications and requirements. Please provide any additional features that may pertain to the boiler(s) or technical support or assistance that may be useful in the evaluation.

#### **S.2 BOILER(S)**

- A. Boiler(s) and associated components shall be supplied by a manufacturer specializing in such products with a minimum of five (5) years' experience. Boiler(s) must be the same model that equal approximately 7,000,000 BTU's total. Subject to compliance with the following requirements, manufacturers may offer boiler(s) that may be considered for the work that meet the following criteria:
- B. Design: Boiler(s) shall be CSA design certified as a condensing boiler(s). Boiler(s) shall be designed for a minimum of 5:1 continuous turn down with constant CO<sub>2</sub> over the turndown range. The boiler(s) shall operate with natural gas or propane and have a CSA International certified input rating as noted on the drawings, and a thermal efficiency rating up to 99% at minimum input. The boiler(s) shall be symmetrically air-fuel coupled such that changes in combustion air flow or flue flows affect the BTUH input without affecting combustion quality. The boiler(s) will automatically adjust input for altitude and temperature induced changes in air density. The boiler(s) will use a proven pilot interrupted spark ignition system. The boiler(s) shall use a UL approved flame safeguard ignition control system using UV detection flame sensing. The UV detector shall be air cooled to prevent condensate formation and so designed as to prevent misalignment.
- C. Service Access: The boiler(s) shall be provided with access covers for easily accessing all serviceable components. The boiler(s) shall be manufactured with large enclosures, which are difficult to remove and reinstall. All accesses must seal completely as not to disrupt the sealed combustion process. All components must be accessible and able to adjust with the removal of a single cover or cabinet component.
- D. Indicating lights: Each boiler(s) shall include a diagnostic control panel with a full text display indicating the condition of all interlocks and the BTUH input percentage. Access to the controls shall be through a completely removable cover leaving diagnostic panel intact and not disrupted.

#### **S.3 BOILER(S) COMPONENTS**

- A. Ignition components: The ignition hardware shall consist of Alumina ceramic insulated ignition electrodes aligned with a pilot burner which shall be integrated into the burner and a UV sensing tube permanently arranged to ensure proper ignition electrode and UV alignment.
- B. Rated Capacity: The boiler(s) shall be capable of operating at rated capacity with pressures as low as 3" W.C. at the inlet to the burner gas valve.

- C. Burner and gas train components shall be provided with the following trim and features:
- a. The burner shall be capable of and provide variable modulating firing rates.
  - b. The burner shall be capable of operating with repeatable CO<sub>2</sub> at both low fire and high fire modulating firing rates.
  - c. The burner shall be capable of operating without exceeding 20ppm of NO<sub>x</sub>.
  - d. Burner Ignition: pilot with intermittent spark
  - e. Safety Controls: Energize ignition, limit time for establishing flame, prevent opening of gas valve until pilot flame is proven, stop gas flow on ignition failure, and allow gas valve to open.
  - f. Flue Gas Collector: Enclosed combustion chamber with integral combustion air blower and single venting connection.
  - g. Gas Train: Manual ball type gas valves (2), main gas valve, manual leak test valve, pilot gas pressure regulator, and automatic pilot gas valve. All components to be factory mounted and CSD-1 compliant.
  - h. Safety Devices: Low gas pressure switch, air flow switch, and blocked flue detection switch, low water cutoff (manual reset), high temperature manual reset. All safeties to be factory mounted.
  - i. Safety-Relief Valve: ASME rated, factory set to protect boiler(s) and piping as per schedule/drawings. 100 psi maximum allowable working pressure.
  - j. Gauge: Combination water pressure and temperature shipped factory installed. LCD outlet temperature readout to be an integral part of the front boiler(s) control panel display to allow for consistent easy monitoring of temperatures factory mounted and wired.
  - k. Flow Sensor: Boiler(s) shall be provided with a digital flow sensing device integral to the boiler(s) control system, mounted in a by-pass and mapped to indicate the boiler(s) flow in (gpm), the flow sensor utilizes vortex technology which is then converted to an electronic signal sent directly to the Boiler(s) Control System for real time flow annunciation. The set-point is fully adjustable throughout the boiler(s) model operating range.
  - l. High Limit: Temperature control with manual-reset limits boiler(s) water temperature in series with the operating control. High Limit shall be factory mounted and sense the outlet temperature of the boiler(s) through a dry well.
- D. Boiler(s) control that will operate all three boiler(s)s the most efficient and control lead lag to get equal operation time. Preference may be given to system that can best incorporate a KN-20 boiler(s) on site.
- E. Bidder to provide any additional components needed to make the boiler(s) operational at our altitude, minus electrical hookups, piping hookups, flue hookups and gas hookups.

#### **S.4 DIGITAL COMMUNICATIONS CONTROL COMPONENT**

- A. Building Management System (BMS): MODBUS standard protocol. (BACnet, LON-WORKS and N2 optional protocols).
- B. Analog 4:20 and 0-10vdc also supported.
- C. System/Boiler(s) operating status in English text display.
- D. Interlock, Event and System logging with a time stamp.
- E. Advanced PID algorithm optimized for specific boiler(s)s.

- F. Four dedicated temperature sensor inputs for: Outside Air Temperature, Supply (Outlet) Temperature, Return (Inlet) Temperature, and Header Temperature.
- G. Automatically detects the optional temperature sensors on start up.
- H. Multiple boiler(s) pump or motorized boiler(s) valve control modes.
- I. Combustion Air Damper control with proof time.
- J. Alarm contacts.
- K. Runtime hours.
- L. Outdoor Air Reset with programmable ratio.
- M. Time of Day clock to provide up to four (4) night setback temperatures.
- N. Failsafe mode when a Building Management System (BMS) is controlling setpoint. If communication is lost, the boiler(s)/system shall run off the Local Setpoint.
- O. Support for domestic hot water (DHW) using a 10k sensor or a dry contact input from a tank thermostat and a domestic hot water relay (pump/valve).
- P. Continuous Daily Runtime Restart feature that monitors the runtime of each boiler(s) and if any in the network have exceeded 24 hours of continuous runtime, the boiler(s) is restarted to protect the UV flam scanner.
- Q. Allows for selection of any boiler(s) in the network to act as Lead Boiler(s).
- R. Adaptive Modulation feature in which the master boiler(s) adjusts the system modulation rate to a lower value when a new boiler(s) in the network is started to compensate for the added BTUs to the system. Once the newly added boiler(s) fires and the adjustable timer expire, the master resumes control of the system modulation to maintain setpoint temperature.
- S. Priority firing – Allows mixing of condensing and non-condensing, base load and/or other combination of (2) functional boiler(s) types utilizing (2) priority levels.
- T. Available priority start/stop qualifiers shall be done using any combination of: A) modulation percentage, B) outdoor air temperature, or C) return water temperature.
- U. Base Loading – Provides the ability to control (1) base load boiler(s) with enable/disable and 4-20mA modulating signal (if required).
- V. Boiler(s) shall be equipped with an integrated web-based monitoring system.
  - a. Monitoring system shall provide an email to SMS text message notification upon detecting an out of tolerance condition.
  - b. The integrated monitoring system shall provide a web portal with performance dashboard displaying key data points for the system and each boiler(s) in the system.
  - c. The web portal shall provide the following capabilities.
    - i. Detailed status of data points and system set points.
    - ii. Boiler(s) and System runtime and cycle count
    - iii. Intelligent diagnostics and troubleshooting guide
    - iv. Provide original factory rest data including as built bill of materials.
    - v. The ability to enter field service records with file upload capabilities.
    - vi. The ability to view time stamped history of data points and settings.
    - vii. The ability to view detailed event log entries.
    - viii. The ability to provide visual trending of the boiler(s) system and operating parameters
    - ix. Video tutorials explaining each section of the web portal.
  - d. The monitoring system shall have the capability of connecting directly to a 10/100 mbps TCP/IP network. Optionally when a facility network connection is not available the system shall be capable of utilizing wireless cellular network.
  - e. The monitoring system shall utilize a non-public proprietary data encryption algorithm.



## **S.5 SUBMITTALS**

Supplier will be responsible to provide the appropriate submittals associated to the required tests and quality assurances as outlined below:

- A. Product Data: Include rated capacities; shipping, installed and operating weights; furnished specialties; and accessories for each model indicated.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, required clearances, and method of field assembly, components and location and size of each field connection.
  - a. Wiring Diagrams: Detail wiring for power, signal, and control systems and differentiate between manufacturer-installed and field-installed wiring.
- C. Source Quality Control Tests and Inspection Reports: Indicate and interpret test results for compliance with performance requirements before shipping.
- D. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.
- E. Maintenance Data: Include parts list, maintenance guide, service manual and wiring diagrams for each boiler(s).
- F. Test and inspect boiler(s) according to the ASME Boiler(s) and Pressure Vessel Code, Section IV. Boiler(s) shall be test fired in the factory with a report attached permanently to the exterior cabinet of the boiler(s) for field reference.
- G. ASME Compliance: Boiler(s) shall bear ASME “H” stamp and be National-Board listed.
- H. FM Compliance: Control devices and control sequences according to requirements of FM.
- I. Comply with NFPA 70 for electrical components and installation.
- J. IRI Compliance: Control devices and control sequences according to requirements of IRI (GE GAP).

## **S.6 DESIGN SUPPORT**

- A. Design support to Utah County personnel – suggested piping changes, flue design, gas, etc.
- B. System to be redesigned with a buffer tank that has already been purchased but is not installed.
- C. Design help with domestic hot water pre-heat via boiler(s) and heat exchanger

## **S.7 TECHNICAL SUPPORT**

- A. Manufacturer’s Field Technician Service
  - a. Examine area to receive boiler(s) for compliance with requirements for installation tolerances and other conditions affecting boiler(s) performance and coordinate size and location for installation.
  - b. Engage a factory-authorized service representative to supervise the field assembly of components and installation of boiler(s), including piping and electrical connections.
  - c. Verify that installation is as indicated and specified, and that electrical wiring installation complies with manufacturers.
  - d. Test and adjust controls and safeties.
- B. Manufacturer’s representative shall supply a factory authorized service technician to start up the boiler(s). Start up to be performed only after complete boiler(s) room operation is field verified to offer a substantial load and complete system circulation.
- C. Factory authorized service technician shall follow the startup checklist and verify the following:

- a. Boiler(s) is level on concrete base.
  - b. Flue and chimney are installed without visible damage.
  - c. No damage is visible to boiler(s) jacket, refractory, or combustion chamber.
  - d. Pressure-reducing valves are checked for correct operation and specified relief pressure. Adjust as required.
  - e. Clearances have been provided and piping is flanged for easy removal and servicing.
  - f. Heating circuit pipes have been connected to correct ports.
  - g. Labels are clearly visible.
  - h. Boiler(s), burner and flue are clean and free of construction debris.
  - i. Pressure and temperature gauges are installed.
  - j. Control installations are completed.
- D. Ensure pumps operate properly.
- E. Check operation of gas pressure regulator device on gas train, including venting.
- F. Check that fluid-level, flow sensor, and high-temperature interlocks are in place.
- G. Start pumps and boiler(s) and adjust burners to maximum operating efficiency.
- a. Fill out startup checklist and attach copy with Contractor Startup Report.
  - b. Check and record performance of factory-provided boiler(s) protection devices and firing sequences.
  - c. Check and record performance of boiler(s) fluid-level, flow sensor, and high-temperature interlocks.
  - d. Operate boiler(s) as recommended or required by manufacturer.
- H. Perform the following tests for maximum and minimum firing rates for modulating burner. Adjust boiler(s) combustion efficiency at maximum and minimum modulation rates. Perform combustion flue gas test at minimum and maximum modulation rate. Measure and record the following:
- a. Differential pressure across air/gas orifice.
  - b. Combustion-air pressure at inlet to burner.
  - c. Flue-gas temperature at boiler(s) discharge.
  - d. Flue-gas carbon dioxide, oxygen, and carbon monoxide concentration.
  - e. Flue gas NO<sub>x</sub> emissions where applicable.
  - f. Natural flue draft.
- I. Measure and record temperature rise through each boiler(s).

## **S.7 DEMONSTRATION AND TRAINING**

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel as specified below:
- a. Operate boiler(s), including accessories and controls, to demonstrate compliance with requirements.
  - b. Train Owner's maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventative maintenance.
  - c. Review data in the maintenance manuals.
  - d. Schedule training with Owner with at least 7 days' advance notice.

## **S.8 WARRANTY**

- A. Manufacturer shall provide one year of warranty on boiler(s) and boiler(s) components as well as digital communication control components.
- B. Boiler(s) and boiler(s) components warranty to begin after startup of boiler(s).

**EXHIBIT B**

**CONTRACTOR'S COST PROPOSAL**

**B.1 BID PRICES**

Contractor shall provide a bid price for each item listed.

- |                  |  |          |
|------------------|--|----------|
| A.               | 7,000,000 BTU Natural gas boiler(s)                    | \$ _____ |
| B.               | Shipping/delivery to 2855 South State, Provo, UT 84606 | \$ _____ |
| C.               | Remove and Dispose of Existing Equipment               | \$ _____ |
| TOTAL BID PRICE: |  | \$ _____ |

**B.2 CERTIFICATION**

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Invitation to Bid for BOILER(S). I further certify that the information submitted by me/my company in response to this ITB, including the pricing and other information, is true and accurate.

I understand that Utah County has the right to reject any or all proposals, 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

\_\_\_\_\_  
Company Name

**ATTACHMENT A**

**CONTRACTOR INFORMATION FORM**

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

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: \_\_\_\_\_  
State of Utah Contractor 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 judgments, 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**

PROPOSAL INFORMATION 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT B

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH ) Invitation to Bid
)SS for
COUNTY OF UTAH ) BOILER(S)

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.

\_\_\_\_\_  
Signature

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

\*\*\*\*\*

Subscribed/sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2020 A.D.

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

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

Seal

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

**ATTACHMENT C**  
**SAMPLE AGREEMENT**





AGREEMENT

THIS AGREEMENT is made and entered into by and between Utah County, a political and corporate body of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, and the following CONTRACTOR:

Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_ Email: \_\_\_\_\_

Legal Status of Contractor: [ ] Sole Proprietor [ ] Non-Profit Corporation Limited Liability Company (LLC)
[ ] Partnership [ ] For-Profit Corporation
[ ] Government Department: \_\_\_\_\_

1. PURPOSE OF CONTRACT

This agreement is to obtain the following products, services, or products and services (be specific):

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

2. CONTRACT COSTS

Contractor will be:

- [ ] paid a maximum of \$\_\_\_\_\_ for costs authorized by this agreement;
[ ] compensated in accordance with ATTACHMENT B: CONTRACTOR's Proposal.

3. CONTRACT PERIOD

The term of this agreement shall commence on: [ ] \_\_\_\_\_, or [ ] the date of execution of this agreement. This agreement shall terminate on \_\_\_\_\_, or unless terminated earlier, or performance has been completed.

4. ATTACHMENTS

The following indicated attachments are fully incorporated into this agreement:

- [ ] A: Utah County Standard Terms and Conditions [ ] F: \_\_\_\_\_
[ ] B: CONTRACTOR's Proposal [ ] G: \_\_\_\_\_
[ ] C: Special Provisions [ ] H: \_\_\_\_\_
[ ] D: Utah County Procurement Compliance
[ ] E: General Liability and Workers Compensation Certificate

Except as explicitly modified by ATTACHMENT C: Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A: Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on \_\_\_\_ of \_\_\_\_\_ 20\_\_.

ATTEST:
AMELIA POWERS GARDNER
Utah County Clerk/Auditor

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: \_\_\_\_\_
Deputy Clerk/Auditor

By: \_\_\_\_\_
Tanner D. Ainge, Commission Chairman

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
Utah County Attorney

CONTRACTOR

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

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

# UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

**1. DEFINITIONS.** The following terms shall have the meanings set forth below:

(A) The “Agreement” consists of the following documents:

- (i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;
- (ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and
- (iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) “Contractor” means the individual or entity delivering the Products and Services identified in the Agreement. The term “Contractor” shall include the individual’s or entities’ agents, officers, employees, and partners.

(C) The “County” means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) “Products” means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page.

(E) “Services” means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page.

(F) “Subcontractors” mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

**2. EXTRA WORK.**

(A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor’s proposal (if any) but determined by the 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 and unforeseeable.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

**3. PAYMENT.** Payments from the County are normally made by the end of the month following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

**4. OWNERSHIP IN INTELLECTUAL PROPERTY.** The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information; advertising materials, including any content or work product; images;

newsletters; and intellectual property created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

**5. INSURANCE.**

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars (\$3,000,000) per occurrence. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the three million-dollar coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

**6. GOVERNING LAW AND VENUE.** The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

**7. LAWS AND REGULATIONS.** At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

**8. EMPLOYMENT STATUS VERIFICATION.** Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.

**9. INDEPENDENT CONTRACTOR.** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

**10. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

**11. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY.** Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County

for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.

12. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.
13. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.
14. **SALES TAX EXEMPTION.** The County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's 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 the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.
15. **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 the Agreement. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify 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 all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement.
16. **CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law.
17. **TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for

approved services rendered prior to the date of termination, subject to any offsetting claims by the County.

18. **FORCE MAJEURE.** Neither party to the Agreement will be held liable for delay or default caused by fire, riot, acts of God, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
19. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.
20. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.
21. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement 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.
22. **WARRANTY.** Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.

23. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services.
24. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by 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.
25. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between

the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

26. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.
27. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.
28. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
29. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.
30. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property, Section 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 16. Confidentiality.**
31. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised July 2019