

**REQUEST FOR PROPOSAL**

**2016-17R**

September 26, 2016

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

**THIS IS NOT AN ORDER**

PROPOSALS ACCEPTED NO LATER THAN:  
3:00PM, WEDNESDAY, OCTOBER 19, 2016

TO: Robert Baxter  
Utah County Auditors Office  
100 East Center, Suite 3600  
Provo, UT 84606 (801) 851-8233

---

**UTAH COUNTY IS ACCEPTING PROPOSALS FROM QUALIFIED SUPPLIERS TO PROVIDE PROFESSIONAL SERVICES IN THE DISPOSITION OF THE BODIES OF INDIGENT RESIDENTS OF UTAH COUNTY BY CREMATION OR, IN THE CASE OF DEATH BY HOMICIDE, BY BURIAL.**

\*\*\*SEE ATTACHED SPECIFICATIONS AND REQUIREMENTS\*\*\*

PLEASE INCLUDE THE FOLLOWING ITEMS IN YOUR PROPOSAL:

TRANSMITTAL LETTER  
COMPLETED DETAILED INFORMATION RESPONSE FORMS (EXHIBIT B)  
SIGNATURE PAGE (EXHIBIT C)  
CERTIFICATE OF NON-COLLUSION (EXHIBIT D)

PLEASE DIRECT ALL QUESTIONS TO: (VIAE-EMAIL ONLY)

ANDREA SHOELL, VITAL RECORDS  
[AndreaS@utahcounty.gov](mailto:AndreaS@utahcounty.gov)

PLEASE SUBMIT FOUR (4) COPIES OF YOUR PROPOSAL.

SEALED PROPOSALS SHOULD BE MAILED OR HAND DELIVERED TO: ROBERT BAXTER, UTAH COUNTY PURCHASING MANAGER, 100 EAST CENTER, SUITE 3600, PROVO, UTAH 84606, AND SHOULD BE CLEARLY MARKED "SEALED PROPOSAL." PLEASE REFERENCE RFP# 2016-17R ON ALL DOCUMENTS PERTAINING TO THIS PROPOSAL. ALL PROPOSALS ARE DUE ON WEDNESDAY, OCTOBER 19, 2016, AT 3:00P.M. NO LATE PROPOSALS 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 INTEREST OF UTAH COUNTY. MINOR IRREGULARITIES ARE THOSE WHICH WILL NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON OVERALL COMPETITION OR PERFORMANCE LEVELS.

---

ROBERT BAXTER  
PURCHASING MANAGER



# UTAH COUNTY

## REQUEST FOR PROPOSALS

FOR

Disposition of Indigent Deceased

2017 Procurement

# Request for Proposals

---

## **SECTION 1 – ADMINISTRATIVE OVERVIEW**

### **1.1 BACKGROUND**

Utah County provides for the disposition of the deceased indigent residents of Utah County pursuant to Section 17-53-221, Utah Code Annotated, 2000, and Article 2-6 of the Utah County Code.

### **1.2 PURPOSE**

Through this Request for Proposals (RFP), Utah County intends to evaluate qualified funeral homes to provide professional services in the disposition of the bodies of indigent residents of Utah County by cremation or, in the case of death by homicide, by burial.

### **1.3 RFP ORGANIZATION**

Pursuant to this RFP a contract will be executed, a copy of which is attached as Exhibit A. The contract period will be for a term of approximately 3 years, commencing January 1, 2017 and terminating December 31, 2019. Utah County shall have an option, pursuant to that contract, to renew the contract for two additional one year periods, upon the same terms and conditions.

This RFP is organized into six (6) sections plus Exhibits and a signature page.

Section 1, Administrative Overview – Outlines general information on the objectives of this RFP, background information on the issuing entity, and the organizational structure of the RFP.

Section 2, Procurement Rules and Procedures – Outlines the rules and schedules for this procurement.

Section 3, Instructions for Proposal Preparation – Outlines the precise manner in which proposals must be submitted for consideration. Failure to adhere to these guidelines may result in the rejection of the proposal.

Section 4, Proposal Requirements – Outlines the inclusion requirements for consideration of proposals.

Section 5, Evaluation Procedures – Describes how proposals will be evaluated by the issuing entity.

Section 6, Terms and Conditions – Outlines certain terms and conditions under which the contract must be performed.

# Request for Proposals

---

## SECTION 2 – PROCUREMENT RULES AND PROCEDURES

### 2.1 PROCEDURE

The procedure for the issuance of this RFP, evaluation of proposals, and selection of a provider is as follows:

- a. Interested entities will prepare and submit their proposals according to the Procurement Timetable contained in Subsection 2.3;
- b. Utah County and/or its representatives will evaluate all submitted proposals to determine acceptance or rejection of the proposals.
- c. The selected provider will be required to sign the contract which is attached as Exhibit A.

### 2.2 RULES OF PROCUREMENT

For this procurement, all proposals will be submitted in the proposal format outlined in Section 3 (Instructions for Proposal Preparation) of this RFP.

All prospective providers must meet the enclosed criteria as of the date of submission. Respondents will provide all requested information in the Detailed Information Response Forms.

Utah County has established certain requirements with respect to proposals to be submitted by respondents. The use of "shall", "must", or "will", in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

### 2.3 PROCUREMENT TIMETABLE

Below is the Procurement Timetable that has been established for this RFP.

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issue Date	September 26, 2016
Closing Date for Receipt of Proposals	October 19, 2016 3:00p.m. Mountain Daylight Time (MDT)

## Request for Proposals

---

### 2.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be directed to the Utah County Health Department Vital Records Office, to Andrea Shoell via email only on or prior to October 5, 2016 no later than 4:00 p.m. All questions submitted will be answered by October 12, 2016 by 4:00p.m.

Business Hours: 9:00a.m. to 5:00 p.m.

Email Address: [AndreaS@utahcounty.gov](mailto:AndreaS@utahcounty.gov)

Telephone Number: (801) 851-7526

After proposals have been submitted, respondents may arrange to meet and further discuss any related issues.

## SECTION 3 – INSTRUCTIONS FOR PROPOSAL PREPARATION

### 3.1 PROPOSAL ORGANIZATION AND NUMBER OF COPIES

Each respondent must submit four (4) copies of its proposal with original signatures to the Utah County Purchasing Manager. The proposal must be delivered to:

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

**Please reference RFP 2016-17R on all documents pertaining to this proposal.**

The proposal must include (in the following order):

- Transmittal letter describing background of respondent and the intent to participate in the contract.
- Completed Detailed Information Response Form provided in the RFP (including all requested attachments).
- Signature Page certifying that the respondent understands the terms and conditions of the RFP and intends to abide by them if awarded a contract.

## **Request for Proposals**

---

### **3.2 PROPOSAL INCLUSION REQUIREMENTS**

In order to be considered, a proposal must contain all sections as described in Subsection 3.1. Additionally, all respondents must answer all questions contained in Subsections 4.2 and 4.3. Requested documentation relating to these forms must be attached. Responses must be on the included forms – no exceptions or substitutions will be allowed. If the respondent requires additional space, plain sheet(s) of paper may be used and attached to the form(s).

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

- a. Failure to submit a completed proposal within the established timetable.
- b. Failure to completely answer all questions on the proposal.
- c. Use of any other type of form or format other than those indicated in the RFP.
- d. Failure to provide requested documentation at the time of proposal submission.
- e. Illegible responses.
- f. Failure to sign and return the Signature Page.

## **SECTION 4 – PROPOSAL REQUIREMENTS**

### **4.1 LETTER OF TRANSMITTAL**

The letter of transmittal shall be on official business letterhead. The letter of transmittal shall include:

- A statement that the respondent will comply with all terms and conditions as indicated in the RFP.
- A statement indicating whether the respondent is a corporation or other legal entity.
- A statement including the number of the respondent's state license to operate a funeral establishment, that such license is in good standing and that respondent intends to maintain such license in good standing for the duration of any award that may be made through this RFP process.

## **Request for Proposals**

---

- A statement that no one involved with the respondent's business has ever been disbarred or otherwise disqualified from contracting with the State of Utah, Utah County Government or any other political subdivision of the State of Utah.
- A statement that no attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal.
- A signed and notarized copy of the Certificate of Non-Collusion included with this RFP as Exhibit D.
- A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- A certification statement to the effect that the person signing the proposal is authorized to do so on behalf of the respondent.
- 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 proposal is not available to take a call from Utah County.
- Name and complete mailing address of the respondent along with telephone number, email address, and fax number.
- Proof of required insurance.

### **4.2 DETAILED INFORMATION RESPONSE FORM**

The Detailed Information Response Form attached as Exhibit B must be completed and included in the submission.

### **4.3 SIGNATURE PAGE**

A signature page in the form attached as Exhibit C must be executed and included in the submission.

## **SECTION 5 – EVALUATION PROCEDURES**

This process will include, but not be limited to, proposal evaluation and verification by appropriate members of the Utah County Government staff.

### **5.1 ACCEPTANCE OF PROPOSAL**

Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interest of Utah County. Minor

## **Request for Proposals**

---

irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

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 RFP, or such party's response.

### **5.2 EVALUATION OF PROPOSALS**

All proposals will be evaluated by authorized representatives of Utah County (the Selection Committee). The following criteria will be used by the Selection Committee in creating a score for each of the proposals. Each member of the Selection Committee will then ordinarily rank all proposals from highest to lowest evaluation score, and the Selection Committee will compile the rankings of all members of the Selection Committee. If any proposal receives a majority of first place votes, that proposal will represent the best value for the County and will be recommended for award of the contract. If not, the proposal that received the lowest average ranking will be removed from selection and the rankings will be recast. That process will be repeated until one proposal receives a majority of votes as the #1 ranking proposal. The final #1 ranking proposal will represent the best value for the County and will be recommended for award of the contract. The criteria are not listed in any priority order. The Selection Committee will consider all criteria in performing a comprehensive evaluation of each proposal. Weights have been assigned to each of the criteria in the form of points.

- A. Overall Pricing. **70 Points**
- B. Background and Qualifications. **30 Points.**

**TOTAL POSSIBLE POINTS: 100**

### **5.3 DISPOSITION OF PROPOSALS**

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

## **SECTION 6 – TERMS AND CONDITIONS**

### **5.3 GENERAL**

Utah County will award a contract in reliance upon the information contained in



## **Request for Proposals**

---

proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a definitive signed agreement with the awarded provider.

It is vital that any person who signs a proposal or contract on behalf of a provider organization certifies that he or she has the authority to so act. The provider who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.

Receiving this RFP or responding to it does not entitle any entity to participation in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person shall have executed and delivered a definitive written agreement.

By responding to this RFP, 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 RFP. The responding party 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 the evaluation of any potential arrangement and the use of the information contained in this RFP. Only those particular representations or warranties which may be contained in any definitive agreement 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 or having any legal effect whatsoever.

### **6.2 PAYMENT**

Utah County would reimburse the selected provider on a regular basis. Reimbursement would be at the contract rates included in the final contract.

### **6.3 INSPECTION AND ACCEPTANCE**

Utah County or its authorized representatives would have the right to enter the premises of the selected provider, 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 agreement. The selected provider must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.

## EXHIBIT A

AGREEMENT NO. 201\_\_ - \_\_\_\_\_

AGREEMENT BETWEEN UTAH COUNTY AND \_\_\_\_\_

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_ hereinafter referred to as CONTRACTOR.

### WITNESSETH

**WHEREAS**, COUNTY desires to obtain services related to \_\_\_\_\_ and further to obtain such services in accordance with Utah State Law; and

**WHEREAS**, CONTRACTOR is willing to provide such services for COUNTY in consideration of receiving such fees and other considerations 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

a. To provide for the cremation of the bodies of indigent decedents who had been Utah County residents. In the event the decedent died as a result of a homicide, to provide for the burial of indigent decedents who had been Utah County residents.

b. To assist the process by completing applications for services on forms to be supplied by the COUNTY, and to verify the residence and income of the applicant according to guidelines provided by the COUNTY.

c. To provide billings at the time the services are performed in accordance with the CONTRACTOR's usual method of billing.

d. The CONTRACTOR shall not be responsible to pay other funeral homes for the cost of removal of a decedent's body from a home nor for the cost of embalming if the other funeral home embalms the decedent prior to transporting the decedent to CONTRACTOR. COUNTY agrees to notify other funeral homes in the County that COUNTY will pay them \$\_\_\_\_\_ to remove a

decedent from a home to CONTRACTOR'S location and \$\_\_\_\_\_ remove a decedent and embalm a decedent prior to transporting the decedent to CONTRACTOR'S location.

## 2. COMPENSATION

A. In exchange for services listed in Section 1, COUNTY will:

(1) pay CONTRACTOR the sum of \$\_\_\_\_\_ per adult or youth cremation. For the purposes of this Agreement, a youth is defined as a child 13 years and older.

(2) pay CONTRACTOR the sum of \$\_\_\_\_\_ per child or infant cremation including a standard temporary urn to contain the cremated remains that shall be given to surviving family members upon their request. For the purposes of this Agreement, a child or infant is defined as a fetus of a minimum 20 weeks gestation through a child younger than age 13 years.

(3) pay CONTRACTOR the sum of \$\_\_\_\_\_ per adult or youth burial if the decedent's family provides the cemetery space and \$\_\_\_\_\_ per adult or youth burial if the PROVIDER is required to provide the cemetery space.

(4) pay CONTRACTOR the sum of \$ \_\_\_\_\_ per child or infant burial if the decedent's family provides the cemetery space and \$\_\_\_\_\_ per child or infant burial if the CONTRACTOR is required to provide the cemetery space.

(5) pay CONTRACTOR the sum of \$\_\_\_\_\_ per any burial if the COUNTY provides the cemetery space for burial of a victim of a homicide.

B. CONTRACTOR needs to contact Medical Examiner by e-mailing [kristyhawkes@utah.gov](mailto:kristyhawkes@utah.gov) for waiving the \$100 fee normally required by the State Medical Examiner for required reviews of death certificates as established by the Utah State Department of Health as required in Section 26-4-29(5), Utah Code Annotated, 1958, as amended. COUNTY will reimburse CONTRACTOR \$7.00 transit permit fee upon receipt of invoice from CONTRACTOR. In all instances, COUNTY shall be payer of last resort for this required fee.

C. COUNTY will pay CONTRACTOR in accordance with the agreed upon amounts as bills are submitted by CONTRACTOR and only upon the Utah County Health Department's Vital Records Office verification and approval of bills submitted.

## 3. TERM

The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon completion of the work specified herein, or until the following date, the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_. Termination of this AGREEMENT shall not terminate any warranty or other continuing obligation owed by CONTRACTOR as set forth herein.

**4. EXTRA WORK**

- a. Extra work shall be undertaken only when previously authorized in writing by COUNTY, and is defined as additional work which is neither shown nor defined on the plans or specifications, but determined by 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 CONTRACTOR.
- b. Miscellaneous items normally associated with the major work items included in this agreement, but which may not be specifically identified, shall be furnished by the CONTRACTOR as if they had been included in the agreement, without additional cost to 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.

**5. GOVERNING LAW**

It is agreed that this AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Utah, and the ordinances of Utah County. 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

**6. EMPLOYMENT STATUS VERIFICATION**

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

**7. AMENDMENTS**

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

**8. ASSIGNMENT**

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

**9. SUCCESSORS IN INTEREST**

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

**10. INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, save, hold harmless, and defend at CONTRACTOR's own expense COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgments, losses, damages, expenses, 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 CONTRACTOR or its subcontractors, agents or employees, and (b) any act or omission of CONTRACTOR, or its subcontractors, agents or employees. CONTRACTOR shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this AGREEMENT.

**11. GOVERNMENTAL IMMUNITY**

COUNTY is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann §§ 63G-7-101 to -904 (2011). COUNTY does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or comparable legislation enactment. The parties agree that COUNTY shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this 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.

**12. NON-FUNDING CLAUSE**

COUNTY intends to request the appropriation of funds to be paid for the services provided by CONTRACTOR under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the COUNTY's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the COUNTY as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this

Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of CONTRACTOR, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void. If funds are not appropriated for a succeeding fiscal year to fund performance by COUNTY under this Agreement, COUNTY shall promptly notify CONTRACTOR of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

**13. 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.

**14. CONFIDENTIALITY**

Contractor shall hold all information provided to it by COUNTY for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of CONTRACTOR's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of COUNTY. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by CONTRACTOR in performance of this Agreement shall also be held confidential by CONTRACTOR. COUNTY shall have the sole obligation or privilege of releasing such information as required by law.

**15. PAYMENT**

Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the CONTRACT will be remitted by mail unless paid by the COUNTY's Purchasing Card. CONTRACTOR shall accept payment by Purchasing Card without any additional fees.

**16. TERMINATION**

Unless otherwise stated in the Special Terms and Conditions, this Agreement may be terminated with cause by either party, in advances of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (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 either party, upon 60 days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

**17. 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.

**18. INDEPENDENT CONTRACTOR**

- a. CONTRACTOR states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from 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. 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 COUNTY for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits that COUNTY provides for COUNTY'S employees. It is understood that 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 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 COUNTY to any

agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY.

**19. INTERPRETATION OF AGREEMENT**

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 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. INSURANCE**

- a. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,500,000 per occurrence. 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 contract. Prior to commencement of work, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has this insurance in place.
- b. Prior to commencement of work, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has Workers Compensation Insurance for the CONTRACTOR, all subcontractors, and all employees of the CONTRACTOR and/or subcontractors.

**21. LEGAL**

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

**22. 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 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.



**23. WARRANTY**

CONTRACTOR warrants to COUNTY that all services and materials furnished under this AGREEMENT will be of 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.

**24. 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 listed above.

BOARD OF COUNTY COMMISSIONERS,  
UTAH COUNTY, UTAH

\_\_\_\_\_  
LARRY ELLERTSON, Commission Chairman

ATTEST:  
BRYAN E. THOMPSON  
Utah County Clerk/Auditor

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

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

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

CONTRACTOR

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

## EXHIBIT B

### DETAILED INFORMATION RESPONSE FORM

In order to receive full consideration, submitted proposals must contain responses to all questions. Failure to respond to all questions may result in exclusion from participating in this RFP.

- 1. Licensing Requirements.** It is required that the selected provider will have its state license in good standing and have a current local business license. To meet this requirement, please respond to the following questions:

**YES NO**

Is your State License in good standing?

Have you included copies of your State License?

Do you have a current Local Business License?

Have you included copies of your Local Business License?

- 2. Provision of Services.** It is required that the selected provider be able to dispose of the bodies of indigents primarily by cremation. In the event the death was the result of a homicide, the provider will be required to use a COUNTY owned plot and provide the means for a burial which meets the minimum requirement of State law for burials. To meet this requirement, please respond to the following questions:

**YES NO**

Can you provide cremation services and burial services as required?

- 3. Complete Cost.** It is required that the selected provider agree that the bid price will include the total cost for the disposition of the remains of the

deceased and that no other charges will be made to the family of the decedent or his estate. To meet this requirement, please respond to the following questions:

**YES NO**

Do you agree to operate under this requirement?

What are your proposed costs for providing the following services?:

All inclusive of adult or youth cremation	\$
All inclusive cost of infant or child cremation	\$
All inclusive cost of infant or child burial if PROVIDER is required to provide the cemetery space	\$
All inclusive cost of adult or youth burial if PROVIDER is required to provide the cemetery space	\$
All inclusive cost of infant or child burial if decedent's family provides the cemetery space	\$
All inclusive cost of adult or youth burial if decedent's family provides the cemetery space	\$
All inclusive cost of any burial of a homicide victim if COUNTY provides cemetery space	\$

4. **Administrative Procedures.** It is required that the selected provider assist in providing administrative services which include completing applications on forms supplied by the County and verifying residence and income of the applicant according to guidelines provided by the County. Costs to the PROVIDER of such administrative services are to be included in the table of proposed costs in 3 above. To meet this requirement, please respond to the following question:

**YES NO**

Do you agree to assist in providing administrative services to applicants?

## **DETAILED INFORMATION RESPONSE FORM**

5. **Company Background.** In the space provided, please provide information about the organization of your business. Include number of years in business, ownership information, types of services provided, total number of employees, etc.

## **DETAILED INFORMATION RESPONSE FORM**

6. In the space provided, please describe in detail how you propose to bill Utah County for services.

**DETAILED INFORMATION RESPONSE FORM**

**EXHIBIT C**

**SIGNATURE PAGE**

All sections and exhibits of the 2017 Utah County Disposition of Indigent Deceased RFP are understood and agreed upon.

---

Signature

---

Title

**EXHIBIT D**

**CERTIFICATE OF NON-COLLUSION FORM**

STATE OF UTAH            )  
                                  )  
COUNTY OF UTAH        )

REQUEST FOR PROPOSALS  
Disposition of indigent Deceased SERVICES

**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 of delegate)

of \_\_\_\_\_ (firm)

do solemnly swear that neither I nor, to the best of my knowledge, any member or members of my firm 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.

\_\_\_\_\_  
Contractor Signature

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

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

\*\*\*\*\*

Subscribed/sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2016 A.D.

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

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

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

Seal

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