



REQUEST FOR QUOTATION

2010-02CF

June 9, 2010

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

THIS IS NOT AN ORDER

BIDS ACCEPTED NO LATER THAN:
3:00 PM, THURSDAY, JUNE 24, 2010

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

UTAH COUNTY IS ACCEPTING BIDS FOR SPECIAL EVENT RESTROOMS FOR THE UTAH COUNTY FAIR WHICH WILL BE HELD AUGUST 18-21, 2010.

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

**** PLEASE SEE ATTACHED BID SPECIFICATION AND REQUIREMENTS ****

PLEASE INCLUDE THE FOLLOWING ITEMS IN THE BID:

- COMPLETED BID RESPONSE FORM
- COMPLETED VENDOR CERTIFICATION FORM
- COMPLETED W-9 FORM

QUESTIONS SHOULD BE DIRECTED TO CAROL HARMER @ 801-785-3766

BIDS SHOULD BE FAXED, MAILED, E-MAILED OR HAND DELIVERED TO:

SUSAN SHEPHERD
UTAH COUNTY PURCHASING AGENT
100 EAST CENTER ST., SUITE 3600
PROVO, UTAH 84606
PHONE NUMBER: 801-851-8234 FAX NUMBER: 801-851-8232
E-MAIL ADDRESS: susans@utah.gov

PLEASE REFERENCE BID #10-02CF ON ALL DOCUMENTS PERTAINING TO THIS BID. ALL BIDS ARE DUE ON THURSDAY, JUNE 24, 2010 P.M. NO LATE BIDS WILL BE ACCEPTED.

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.

SUSAN SHEPHERD, C.P.M.
PURCHASING AGENT

BID RESPONSE FORM

	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
17 STANDARD RESTROOMS	\$ _____	\$ _____
1 HANDICAP ACCESSIBLE RESTROOM	\$ _____	\$ _____
3 SERVICE CALLS (FOR 18 TOILETS)	\$ _____	\$ _____
2 HAND WASHING STATIONS (PRODUCT MUST BE AVAILABLE TO KEEP STATIONS STOCKED AT ALL TIMES)	\$ _____	\$ _____
	TOTAL	\$ _____

I hereby certify that I have read, understand, and agree to all sections and attachments of this RFQ. I further certify that the information submitted by me/my company in response to this RFQ, including the pricing and other information, is true and accurate.

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

Name of Firm _____

Address _____

Phone Number _____ Fax Number _____

Print Name _____

Signature _____ Date _____

AGREEMENT

THIS AGREEMENT, made and entered this ____ day of June, 2010, 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 materials and services as herein defined and further to obtain such services in accordance with Utah State Law; and

WHEREAS, CONTRACTOR is willing to provide such materials and services for COUNTY in consideration of receiving such 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 below, CONTRACTOR agrees to provide, on the terms and conditions stated herein, and in Exhibit "A", which is incorporated herein by this reference, the portable restroom services for the 2010 Utah County Fair described in the attached Exhibit "A". This work includes, but is not limited to portable restroom delivery, installation, service and removal including but not limited to waste removal, waste disposal, cleaning, repair, chemical treatment, supplies and stocking.

- b. CONTRACTOR agrees to complete all specified services as detailed herein in accordance with all Federal, State and local laws, rules, orders, ordinances and regulations.
- c. Upon receipt of required insurance certificates, COUNTY hereby authorizes CONTRACTOR to proceed with the work as specified herein.

2. COMPENSATION

In exchange for services listed in this Agreement and in Exhibit "A", COUNTY will pay CONTRACTOR \$ _____ as provided herein and in Contractor's bid attached as Exhibit "B" as the total cost of the services.

3. ENTIRE AGREEMENT.

This AGREEMENT shall constitute the entire agreement between the parties for the 2010 Utah County Fair. Any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding upon either party except to the extent incorporated in this AGREEMENT.

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

**BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH**

STEVE WHITE, Chairman

ATTEST: BRYAN THOMPSON
County Auditor/Clerk

By: _____
Deputy

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

By: _____
Deputy County Attorney

CONTRACTOR:

By: _____

Its: _____

EXHIBIT A

2010 UTAH COUNTY FAIR PORTABLE RESTROOM CONTRACT

SCOPE OF WORK

INTENT OF CONTRACT:

The intent of the contract is to provide for the delivery, installation, servicing and removal of portable restrooms at the Spanish Fork City Fairgrounds for the 2010 Utah County Fair including but not limited to waste removal, waste disposal, cleaning, repair, chemical treatment, supplies and stocking. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the services in accordance with the Specifications, General Requirements, and terms of the contract.

ALTERATION OF PLANS OR CHARACTER OF WORK:

COUNTY reserves the right to make at any time during the progress of the work, such increases or decreases in quantities and the elimination of one or more items as may be found necessary or desirable. The Contractor agrees to accept the work as altered the same as if it had been a part of the original contract. The Contractor shall proceed with the work alterations when ordered in writing.

AUTHORITY:

A. The COUNTY will decide all questions which may arise as to the quality, quantity and acceptability of the services performed and as to the rate and progress of those services. They will also decide all questions which may arise as to the acceptable fulfillment of the contract on the part of the Contractor.

B. The COUNTY will have the authority by written order to suspend services wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or general public; for failure to carry out provisions of the contract; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the progress of the services; or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

SERVICES:

It is understood that the COUNTY shall determine the extent and acceptability of the services provided. Compensation shall be based upon log books maintained by COUNTY as to the services provided and payment terms described under General Requirements. It is further understood by the parties that all decisions concerning the extent and acceptability of the services and the quality of all materials shall rest solely with the COUNTY.

GENERAL REQUIREMENTS

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.

ASSIGNMENT:

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

BINDING AGREEMENT:

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

CONTRACT TIME:

The contract term for the completion of this contract is from the signing hereof until removal of the portable restrooms from the Spanish Fork Fairgrounds.

INDEMNIFICATION:

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

INDEPENDENT CONTRACTOR:

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

B. The parties intend that an independent contractor relationship will be created by this AGREEMENT. Utah County is interested only in the results to be achieved, and the conduct and control of the services will lie solely with Contractor. Contractor is not to be considered an agent or employee of Utah County for any purpose, and the employees of Contractor are not entitled to any of the benefits that Utah County provides for County's employees. It is understood that Utah County does not agree to use Contractor exclusively.

It is further understood that Contractor is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with Utah County.

C. Both parties agree that Contractor shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Contractor shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

INSPECTION:

The services will be inspected by Utah County personnel.

INSURANCE:

A. The Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,200,000 per occurrence, \$250,000 for damage to property or as modified by the state risk manager pursuant to state statute during the term of this contract. 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. **This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as a Certificate Holder.** Prior to commencing work, the Contractor shall furnish a Certificate of Insurance to Utah County evidencing that the Contractor has this insurance in place.

B. Prior to commencing work the Contractor shall furnish a Certificate of Insurance to Utah County evidencing that the Contractor has Workers Compensation Insurance for the Contractor, all subcontractors, and all employees of the Contractor and/or subcontractors.

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 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.

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.

LICENSE:

A. 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.

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 of this Agreement.

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.

PAYMENTS:

The Contractor shall be paid by Utah County within 20 days of billing after completion of the services.

SAFETY REQUIREMENTS:

A. 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 the contract shall relieve the Contractor of responsibility assigned in the Specifications, State Industrial Commission's requirements, or state and local laws and ordinances.

B. The Contractor agrees to hold Utah County free and harmless from any and all damages/claims that may occur during Contractor's fulfillment of this contract. The Contractor shall assume sole liability and hold County harmless for any injuries or damages caused to a third party as a result of Contractor's fulfillment of this contract.

UTAH LAW:

This Agreement shall be interpreted pursuant to the law of the State of Utah.

SPECIFICATIONS

A. Contractor shall deliver, install, service and remove portable restrooms for the 2010 Utah County Fair including but not limited to hand sanitizer and daily servicing (waste removal, waste disposal, cleaning, repair, chemical treatment, supplies and stocking), for the 2010 Utah County Fair at the Spanish Fork City Fairgrounds as follows:

17 Deluxe Restrooms and one ADA wheel chair accessible restroom including hand sanitizer in all units, 2 hand washing stations and three daily service calls as stated in C below.

B. To accept the contract price as full payment for the portable restroom services provided in accordance with the terms of this agreement. The Contract price includes all services provided hereunder including a complete damage waiver.

C. Contractor shall deliver the restrooms to the Spanish Fork City Fairgrounds on August 16, 2010. The restrooms shall be serviced before 8:00 a.m. on August 19, 20 and 21, 2010. The restrooms shall be removed from the Fairgrounds August 23, 2010.

D. Additional Contract Terms:

1. The Contractor shall be responsible for and obtain all required permits and licenses that are required by the State and by the City/County Health Department.
2. Contractor shall obey all applicable state, federal and local laws, ordinances, rules, regulations and orders.
3. The Contractor shall be solely responsible and liable for any damage, vandalism, destruction, or any other loss or damage to the portable restrooms and shall hold Utah County harmless therefore.
4. The Contractor shall be responsible to secure the provided restrooms so that they cannot be blown over, toppled, or other wise tipped over. Any unit which is blown over, toppled, or tipped over, shall be immediately returned to an upright position, cleaned, and serviced by the Contractor, all at no cost to Utah County.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: : : :
or
Employer identification number
: : : :

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,