

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

**INVITATION TO BID
for
PAVEMENT PAINTING**

ITB 2022-12

CLOSING DATE
FOR RECEIPT OF BIDS: Tuesday, December 6, 2022

TIME: 3:00 p.m.(Mountain Time)
Bids will be opened at 3:15 p.m.

PLACE: Office of the Utah County Purchasing Manager
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 Contractor to provide for the completion in every detail of the pavement painting work described herein for a five (5) year period ending December 31, 2027. Based on evaluation of the ITBs, Utah County may choose at its discretion to award to multiple Contractors an ongoing contract.

As specified by County, Contractor shall provide and apply pavement marking paint on County-owned roads, parkways, and properties located throughout Utah County.

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms hereof.

Pursuant to this ITB an agreement will be executed, a copy of which is attached as Attachment C. The deadlines for completion of various aspects of the work are set forth herein.

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 Contractor(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 its SEALED bid to the Utah County Purchasing Manager. The envelope containing the bid must be clearly labeled "SEALED BID - PAVEMENT PAINTING – ITB 2022-12". The bid must be delivered to

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

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

- B. The bid must include:
 - 1. Completed Contractor Cost Proposal (Exhibit B)
 - 2. Completed Contractor Information Form (Attachment A).
 - 3. Completed Certificate of Non-Collusion (Attachment B).
 - 4. A copy of the Contractor's current local business license.
 - 5. Proof of required insurance.

1.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this ITB should be directed prior to the submission deadline date to:
Logan Gurr, Engineering Division Manager.

Business Hours: 8:00 a.m. to 5:00 p.m. Mountain Time

Office Number: (801) 851-8620

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 Contractor 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 Contractor is unable to evidence a satisfactory record of integrity.
- H. If the Contractor 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 the resulting agreement(s) awarded to the responsive and responsible Contractor(s).

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(s) entered into between Utah County and the awarded Contractor(s).

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 Contractor 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 Contractors 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

A. SPECIFICATIONS

A.1 SCOPE

A. The Contractor shall provide and install acrylic water-based pavement marking paint and associated materials at locations designated by Utah County Public Works (locations will vary during contract period). Estimated annual quantities are listed below. These estimated quantities will be used for bid evaluation purposes. Actual quantities that will be required by County may vary.

- 40 linear miles of yellow longitudinal line markings - Road centerline markings
- 10 linear miles of yellow longitudinal line markings - Parkway centerline markings
- 10 linear miles of white longitudinal line markings - Road Edge line markings
- 10 linear miles of white longitudinal line markings - Parkway Edge line markings
- 200 linear feet of red or yellow painted curb markings
- 33 sets of white railroad transverse painted pavement markings
- 10 white transverse painted pavement messages
- 10 white transverse painted pavement symbols
- 7 white pavement crosswalks
- 2,000 linear feet of painted parking lot marking

B. The Contractor shall supply all materials, labor, mobilization, traffic control, pavement preparation, line layout, line control, and clean-up necessary to complete the work specified herein.

C. All work and materials shall conform to applicable portions of Utah Department of Transportation (UDOT) Standard Specification 02765 (UDOT 02765) or such other standard as may be adopted by UDOT at the time work is performed, and to the Federal standards set forth in the most current edition of the "Manual on Uniform Traffic Control Devices" (MUTCD). All work completed by Contractor will be inspected by designated County personnel.

D. Work accepted by the County will be paid based on the quantities completed by Contractor and accepted by the County and will be paid at the Unit Price listed in the Contractor's bid. Contractor shall submit invoices to County for work completed within 30 calendar days of the completion of the specified work. **All invoices for work performed must specify the work location and the bid Unit Price for verification by County.**

A.2 DEFINITIONS

- A. Longitudinal Markings – pavement markings that are generally placed parallel and adjacent to the flow of traffic such as lane lines, center lines, edge lines, channelizing lines, and others.
- B. Transverse Markings – pavement markings that are generally placed perpendicular to and across the flow of traffic such as shoulder markings; word, symbol, and arrow markings; stop lines; crosswalk lines; speed measurement markings; parking space markings; and others.

A.3 PREPARATION & CLEAN-UP

- A. Pavement preparation shall include but not be limited to brooming, sweeping, blowing and cleaning before the application of paint, and all measuring and marking needed for the proper placement of pavement marking paint. Contractor shall remove dirt, loose aggregate and other foreign material and follow manufacturer's recommendations for surface preparation.
- B. Line Control:
 - 1. Establish control points at 100 ft intervals on tangent and at 50 ft intervals on curves.
 - 2. Maintain the line within 2 inch of the established control points and mark the roadway between control points as needed.
 - 3. Maintain the line dimension within 10 percent of the width and length dimensions defined in UDOT Standard Drawings.
- C. Pavement Message Control:
 - 1. Establish locations for messages in accordance with MUTCD.
 - 2. Finished messages shall be centered in lane and shall be less than six inches from required longitudinal location.
- D. Clean-up shall include but not be limited to removal of spilled paint, overspray, and debris after the completion of the painting work.

A.4 PAINT

The Contractor shall provide and install Acrylic Water Based Pavement Marking Paint meeting all requirements of UDOT 02765 section 2.1, "PAINT".

A.5 GLASS SPHERES

- A. The Contractor shall provide and install Glass Spheres meeting all requirements of UDOT 02765 section 2.2, "GLASS SPHERES (BEADS) USED IN PAVEMENT MARKING PAINT".
- B. ALL roadway longitudinal lines and transverse roadway markings paint **shall** include glass spheres.
- C. Parkway and trail markings paint **shall not** include glass spheres unless directed otherwise in writing.
- D. Parking lot markings paint **shall not** include glass spheres unless directed otherwise in writing.

A.6 APPLICATION

- A. Use Qualified Applicators as identified in UDOT Quality Management Plan 513, Pavement Marking Paint.

- B. Pavement Marking Paint shall be applied only when the ambient shaded air temperature is at least 50 degrees F and rising and shall be not be applied when the pavement surface is wet or moist.
- C. Pavement marking paint shall be applied at the following required wet mil thicknesses as determined by a wet mil gauge in accordance with UDOT 02765 section 3.2, "APPLICATION":
 - 1. 20 - 25 wet mils for all longitudinal markings.
 - Approximate application rate for required wet mil thickness:
 - a. 4 inch Solid Line: From 190 to 240 linear feet per gallon.
 - b. 4 inch Broken Line: From 760 to 960 linear feet per gallon.
 - c. 8 inch Solid Line: From 95 to 120 linear feet per gallon.
 - 2. 23 - 40 wet mils for all Crosswalks, Painted Pavement Messages and Symbols.
- D. Pavement markings installed with less than the specified wet mil thickness may, at the County's sole discretion, be subject to reduction of the price to be paid to the Contractor in accordance with UDOT 02765 sub-section 1.6.F, "Price Reductions".
- E. No additional payment shall be made for pavement markings installed in excess of required wet mils in thickness or in excess of required dimensions.
- F. Glass spheres shall be applied at a minimum rate of 8 pounds per gallon of paint for the full dimensions of the painted area. Do not apply glass beads to contrast lines (black paint).

A.7 REMOVAL

- A. Pavement marking paint applied by Contractor that does not comply with these specifications shall, at County's sole discretion, be removed and replaced by Contractor at no additional expense to the County.
- B. County may, on a per-request basis, require the removal of existing pavement marking paint. In such instances County shall pay Contractor according to the applicable Unit Price listed in the "Cost Schedule for Removal of Existing Pavement Markings" included in the Contractor's Cost Proposal.
- C. Contractor shall use one of the following removal methods.
 - 1. High pressure water spray.
 - 2. Sand blasting.
 - 3. Shot blasting.
- D. Contractor shall use equipment specifically designed for removal of pavement marking materials. Written approval of means and equipment to be used to remove pavement marking materials must be given before such work can begin.
- E. Contractor shall not eliminate or obscure non-compliant pavement marking paint by covering with black paint or any other covering without prior written approval of County.

A.8 QUALITY CONTROL

- A. Contractor shall provide documentation of the manufacturer and production batch identification for the pavement marking paint used.
- B. Contractor shall verify that the pavement marking paint and glass beads are being applied within specified tolerances prior to and during all applications.
- C. Contractor shall report paint and glass beads tank volumes prior to and after applications.
- D. Contractor shall protect all installed pavement markings until dry or cured. In the event that an uncured pavement marking is damaged, the pavement marking shall be reapplied and track marks left on the pavement shall be removed at no additional cost to the County.
- E. Contractor shall repaint, at no additional cost to the County, any pavement marking that fails to meet wet mil thickness, bead adherence, bead application rate, or dimensional requirements.
- F. County shall inspect all materials and workmanship to verify compliance with the requirements hereof.

A.9 TRAFFIC CONTROL

The Contractor shall do no work that endangers, interferes, or conflicts with traffic or access to the roadway surface nor shall the Contractor perform any work until proper traffic control and warning devices are in place. The Contractor shall conform to Federal standards for traffic control and warning devices as set forth in the MUTCD. All related costs for traffic control are the responsibility of the Contractor.

A.10 CENTERLINE MARKINGS

- A. Roads: The Contractor shall paint the centerlines of specified Utah County roads with approved yellow pavement marking paint. Centerline markings shall consist of yellow dashes and, in areas where no passing zones are required, yellow dashes against a solid yellow line, or a double solid yellow line.
- B. Parkways: The Contractor shall paint the centerlines of specified Utah County parkways and trails with approved yellow or white pavement marking paint. Centerline markings shall consist of yellow or white dashes, and yellow or white solid lines.

A.11 EDGE LINE MARKINGS

- A. Roads: The Contractor shall paint the edge lines of specified Utah County roads with approved white pavement marking paint. Edge line pavement markings shall consist of a solid white line along the outer edges of existing outside travel lanes.
- B. Parkways: The Contractor shall paint the edge lines of specified Utah County parkways and trails with approved white pavement marking paint. Edge line pavement markings shall consist of a solid white line along the outer edges of existing outside travel lanes.

A.12 PAINTED CURB MARKINGS

The Contractor shall paint various curbs at specified locations on Utah County roads, parking lots, parkways and trails with approved yellow or red pavement marking paint.

A.13 RAILROAD PAINTED PAVEMENT MARKINGS

- A. The Contractor shall paint approximately thirty-three (33) railroad crossing sites at locations to be specified by County.
 - 1. Twenty-two (22) railroad crossing sites will require two (2) complete sets of white painted railroad pavement markings, two (2) white stop bars, and one (1) double yellow centerline.
 - 2. Two (2) railroad crossing sites will require four (4) complete sets of painted railroad pavement markings, four (4) white stop bars and two (2) double yellow centerline.
 - 3. Three (3) railroad crossing sites will require three (3) complete sets of white painted railroad pavement markings, three (3) white stop bars and two (2) double yellow centerline.
 - 4. Six (6) railroad crossing sites will require one (1) complete set of white painted railroad pavement markings, one (1) white stop bar, and one (1) double yellow centerline.
- B. The estimated average length of the longitudinal marking double yellow (no passing) centerline to be approximately 450 linear feet per railroad crossing.

A.14 PAINTED PAVEMENT MESSAGES

The Contractor shall paint transverse marking "Painted Pavement Messages" at specified locations on Utah County roads, parking lots, parkways and trails. These messages may include but not be limited to: "Slow Ahead", "Stop", "Stop Ahead", "Yield Ahead", "Entrance Only" or "Exit Only". Each painted pavement message shall be of approved white pavement marking paint and shall include the required letters and may include one (1) white stop bar for stops and yields, as specified in the MUTCD.

A.15 PAINTED PAVEMENT SYMBOLS

The Contractor shall paint transverse marking "Painted Pavement Symbols", including but not limited to bicycle symbols, pedestrian symbols, accessibility symbols and arrows, at specified locations on Utah County roads, parking lots, parkways and trails with approved white, yellow or blue paint.

A.16 PAINTED CROSSWALKS

- A. The Contractor shall paint pedestrian crosswalks at specified locations on Utah County roads, parking lots, parkways and trails with approved white pavement marking paint. These crosswalks shall consist of transverse crosswalk lines and diagonal lines as specified in the MUTCD and shall extend across the full width of the asphalt pavement (31 feet or less).
- B. Crosswalk Marking: For added visibility, the crosswalk shall contain the following:
 - 1. Two white transverse crosswalk lines placed a minimum of six feet (6') apart. These lines shall have a minimum width of two feet (2').

2. White diagonal lines placed at a forty-five degree angle and that are three and one half feet (3½') apart. These white diagonal lines shall be one and one half feet (1½') wide.

A.17 PARKING LOT MARKING

The Contractor shall paint parking lot lines at specified locations with approved white, yellow, blue, or red pavement marking paint. Lines will be used to define stalls as well as restricted areas. Pavement marking paint color shall comply with MUTCD guidelines.

A.18 COMPLETION TIME

- A. The specific locations of all required pavement marking operations shall be determined by County after execution of the Agreement.
 1. County shall notify Contractor a minimum of seven (7) calendar days prior to the date on which pavement marking operations are required to begin at any specified location. Contractor shall commence work at a specified location on or after the date specified by the County and shall complete all work at the specified location within fourteen (14) calendar days following the date specified by County.
- B. If abnormal weather conditions, or other natural events totally beyond the control of the Contractor require, in the judgement of County, the extension of any completion date, written authorization must be given by County for such specific extension.

EXHIBIT B
CONTRACTOR COST PROPOSAL

A. COST SCHEDULE FOR NEW PAVEMENT MARKINGS

<u>ITEM & APPROXIMATE QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1. Road Centerline Marking. Paint the centerline of approximately 40 linear miles of county roads. Bid quantity: <u>211,200 linear feet</u>	\$ _____ Bid per linear foot	\$ _____ Total Item Cost
2. Parkway Centerline Marking. Paint the centerline of approximately 10 linear miles of county parkways. Bid quantity: <u>52,800 linear feet</u>	\$ _____ Bid per linear foot	\$ _____ Total Item Cost
3. Road Edge Line Marking. Paint the edge line of approximately 10 linear miles of county roads. Bid quantity: <u>52,800 linear feet</u>	\$ _____ Bid per linear foot	\$ _____ Total Item Cost
4. Parkway Edge Line Marking. Paint the edge line of approximately 10 linear miles of county parkways. Bid quantity: <u>52,800 linear feet</u>	\$ _____ Bid per linear foot	\$ _____ Total Item Cost
5. Curb Marking. Paint the curb of approximately 200 linear foot of curbing in various locations. Bid quantity: <u>200 linear feet</u>	\$ _____ Bid per linear foot	\$ _____ Total Item Cost
6. Railroad Painted Pavement Markings. Bid quantity: <u>33 Crossings</u>	\$ _____ Bid per Crossing site	\$ _____ Total Item Cost
7. Painted Pavement Messages. Paint approximately 10 transverse markings. Bid quantity: <u>10 messages</u>	\$ _____ Bid per Message	\$ _____ Total Item Cost
8. Painted Pavement Symbols. Paint approximately 10 transverse markings. Bid quantity: <u>10 symbols</u>	\$ _____ Bid per Symbol	\$ _____ Total Item Cost
9. Painted Crosswalks. Paint approximately 7 crosswalks. Bid quantity: <u>7 crosswalks</u>	\$ _____ Bid per Crosswalk	\$ _____ Total Item Cost
10. Painted Parking Lot Markings. Bid quantity: <u>2,000 linear feet</u>	\$ _____	\$ _____
TOTAL COST FOR BID EVALUATION		\$ _____

NOTE: The quantities specified herein are used for bid evaluation purposes. For bidding purpose for longitudinal markings use 190 linear feet per gallon, for transverse markings use a wet mil thickness of 40, and for crosswalks use a pavement width of 31 feet. Actual payments will be based on the quantities completed by Contractor and accepted by the County and will be paid at the listed Unit Price.

CONTRACTOR COST PROPOSAL Page 2

B. COST SCHEDULE FOR REMOVAL OF EXISTING PAVEMENT MARKINGS

Each Contractor is also REQUIRED to complete and submit the following price schedule. County may, on a per-request basis, require the removal of existing pavement marking paint, and shall pay Contractor according to applicable Unit Price listed below. **These “removal” prices will NOT be used as part of the bid evaluation.**

<u>ITEM & APPROXIMATE QUANTITY</u>	<u>UNIT PRICE</u>
1. Removal of Road Centerline Marking	\$ _____ Price per linear foot
2. Removal of Parkway Centerline Marking	\$ _____ Price per linear foot
3. Removal of Road Edge Line Marking	\$ _____ Price per linear foot
4. Removal of Parkway Edge Line Marking	\$ _____ Price per linear foot
5. Removal of Curb Marking	\$ _____ Price per linear foot
6. Removal of Railroad Pavement Markings	\$ _____ Price per Crossing site
7. Removal of Painted Pavement Message	\$ _____ Price per Message
8. Removal of Painted Pavement Symbol	\$ _____ Price per Symbol
9. Removal of Painted Crosswalk	\$ _____ Price per Crosswalk
10. Removal of Painted Parking Lot Markings	\$ _____ Price per linear foot

CONTRACTOR COST PROPOSAL Page 3

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

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

Signature

Title

Company

ATTACHMENT A

CONTRACTOR INFORMATION FORM

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

COMPANY NAME & ADDRESS: _____

Is this an Office: _____, Home: _____, Shop: _____, Other: _____
Telephone Number: (____) _____, Emergency Number: (____) _____.
Answering Machine: (____) _____, Fax Number: (____) _____.
Email Address: _____

COMPANY OWNER: _____
COMPANY PRESIDENT: _____
CONTACT PERSON: _____ Phone: _____

Type of Company (Partnership, Corporation, Venture etc.): _____

If a Corporation, in what State Incorporated: _____
Business License Number: _____
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**

CONTRACTOR 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) Pavement Painting

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.

Contractor Signature

By: _____
Title: _____

Subscribed/sworn to before me this ____ day of _____ 2022 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
 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:
JOSH DANIELS
Utah County Clerk/Auditor

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: _____
Deputy Clerk/Auditor

By: _____
THOMAS V. SAKIEVICH, Chair

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

CONTRACTOR

By: _____
Deputy Utah County Attorney

By: _____
Its: _____

ATTACHMENT A:
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, including any products described in any attachments that are incorporated by reference on 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, including any services described in any attachments that are incorporated by reference on 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 or hosting credentials; advertising materials, including any content or work product; images; newsletters; and intellectual property, including derivative works, 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 or credentials 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, or in a lesser amount if explicitly authorized and identified on the Utah County Agreement cover page. 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 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. COMPLIANCE WITH 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. 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. To the extent that Contractor uses, stores, transfers, or manipulates any data in the performance of its obligations, Contractor will further comply with all applicable privacy and data laws and regulations, including but not limited to General Data Protection Regulation 2016/679 of the European Union ("GDPR") and similar provisions from any jurisdiction in the United States and any locations where data is or may be stored.

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. **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. Any employee or member of the Contractor's firm, subcontractor, or agent with whom Contractor shares any information as described in this section will be under the same obligations of confidentiality, and Contractor is required to secure and provide to County written commitments to that effect from each such recipient of information.

16. **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.
17. **FORCE MAJEURE.** The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
18. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.
19. **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.
20. **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.
21. **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, without limitation, 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.

22. **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.

23. **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.
24. **CONDITION AND TITLE.** The products delivered by Contractor to the County shall be new and free of all faults and defects. Upon payment of the purchase price by the County to Contractor, Contractor shall provide the County with clear title, free and clear of all liens and encumbrances.
25. **INTERPRETATION OF AGREEMENT.** 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.
26. **NOTICES.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder, including by email to the contact person for Contractor at the email address identified on the Utah County Agreement cover page.
27. **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.
28. **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.
29. **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.
30. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
31. **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.
32. **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 15. Confidentiality.**
33. **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 October 6, 2021