

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

INVITATION TO BID

For

SECURITY CENTER FENCING PROJECT

ITB # 2023-16

CLOSING DATE
FOR RECEIPT OF BIDS: Tuesday, April 11, 2023

TIME: 3:00 p.m.(Mountain Time)
Bids will be opened at 3:30 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 labor and materials in order to construct and install the various types of fencing as specified in this ITB around the Utah County Security Center located at 3075 North Main in Spanish Fork.

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

Pursuant to this ITB an agreement will be executed, a sample copy of which is attached as Exhibit C. **The County will not entertain changes to its Standard Terms and Conditions.**

1.2 PROCEDURE

The procedure for response to this ITB, evaluation of bids, and selection of a Contractor is as follows:

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

1.3 RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all bids must be submitted in the bid format outlined herein.
- C. All prospective bidders must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Contractor Information Form.
- D. Utah County has established certain requirements with respect to bids to be submitted by respondents. The use of "shall", "must", or "will", in this ITB indicates a requirement or condition from which a material deviation will not be approved by Utah County.

1.4 BID ORGANIZATION

- A. Each respondent must submit its SEALED bid to the Utah County Purchasing Agent. The envelope containing the bid must be clearly labeled “SEALED BID – SECURITY CENTER FENCING PROJECT, ITB # 2023-16”. 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’s Cost Proposal (Attachment B)
 2. Completed Contractor Information Form (Exhibit A).
 3. Completed Certificate of Non Collusion (Exhibit B).
 4. A copy of the bidder’s current local business license.
 5. A copy of the bidder’s current Contractor License issued by the Utah Department of Commerce, Division of Occupational and Professional Licensing.
 6. Proof of required insurance.
 7. Documentation from the County Treasurer of the bidder's county showing that bidder is current on its personal property taxes.

1.4 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.

1.5 QUESTIONS AND CLARIFICATIONS

Questions can be submitted through Utah Public Procurement Place (U3P) website or directed to:

Logan Gurr, Engineering Division Manager
Telephone Number: (801) 851-8620
Email: logang@utahcounty.gov

All questions regarding this ITB must be submitted three days before the closing date.

1.6 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.

1.8 DISQUALIFICATION OF BID

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

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the ITB.
- C. Use of any other type of form or format other than those indicated in the ITB.
- D. Failure to provide requested documentation at the time of bid submission.
- E. Illegible responses.
- F. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into an agreement pursuant to an award, or any other unauthorized conditions, limitations or provisions.
- G. If the bidder is unable to evidence a satisfactory record of integrity.
- H. If the bidder is not qualified legally to contract.
- I. If the bid at the opening does not contain a signed bid, and a signed certificate of non-collusion.
- J. Utah County reserves the right to reject any or all bids.

1.9 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.

1.10 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 REQUIRED EXPERIENCE

- A. The Contractor must have a minimum of 3 years experience in the work specified herein. Proof of experience must be submitted with each bid.
- B. The Contractor shall provide a list of at least three (3) projects similar to Utah County's as set forth herein, including contracting agency and contact information for each.

- C. The Contractor shall be the general contractor for the project and is required to have a current local business license from the jurisdiction in which their business is located. A copy of the bidder's current local business license must be submitted with the bid.

1.12 EVALUATION CRITERIA

All bids will be evaluated by authorized representatives of Utah County for compliance with the terms and conditions contained in this ITB and the resulting agreement awarded to the lowest responsive and responsible bidder. Utah County reserves the right to award to more than one Contractor if it is in the best interest of the County.

1.13 GENERAL

- A. Utah County will award a contract in reliance upon the information contained in bids submitted in response to the ITB. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded bidder(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 bidder who has its bid accepted may be required to answer further questions and provide further clarification of its bid and responses.
- C. Receiving this ITB or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this ITB. Utah County shall have no liability to any person or entity under or in connection with this ITB, unless and until Utah County and such person have executed and entered into an agreement pursuant to the terms of this ITB.
- D. By responding to this ITB each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this ITB. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this ITB process or the use of the information contained in this ITB. Only the terms and conditions contained in an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

1.14 BONDS

- A. Before this contract is awarded by Utah County, the Contractor shall furnish to Utah County the following bonds:
 - 1. A performance bond satisfactory to County in an amount equal to 100% of the price specified in the contract, to assure the faithful performance of the contract, for the protection of Utah County, to be held until final acceptance by Utah County of all aspects of this project; and
 - 2. A payment bond satisfactory to the County in an amount equal to 100% of the price specified in the contract, for the protection of each person supplying

labor, service, equipment, or material for the performance of the work provided for in the contract.

- B. Each bond shall be:
 - 1. Biding upon the award of the contract;
 - 2. Executed by a surety company or companies duly authorized to do business in the State of Utah, or, in the form or cash or other certified funds.
 - 3. Payable to Utah County, A Body Corporate and Politic;
 - 4. Filed with the Utah County Public Works Department in a timely manner following the Closing date for Receipt of Bids.
 - 5. Increased if the contract price is increased by change order or otherwise subsequent to entering into the contract.
- C. Utah County will hold the Payment Bond for 90 days subsequent to the completion of the project.

1.15 CHANGE ORDERS

- A. Utah County may at any time, without notice to any sureties, by written order designated or indicated to be a change order, make changes to the work within the general scope of the contract and to the contract amount and/or contract deadlines.
- B. The overhead, profit, and commission fees included in any change order bid shall not exceed the maximum percentages of the net cost of the bid as shown in the following table:

	Overhead & Profit	Commission
To prime Contractor on work performed by subcontractors	0%	10%
To prime Contractor or subcontractor for that portion of work performed with their respective forces	10%	0%

Only the Contractor or subcontractor who actually performs or furnishes the work may charge for overhead or profit regardless of the number of tiers of subcontractors, that is, the markup on work subcontracted by a subcontractor will be limited to one charge of 10% for overhead and profit and one charge of 10% for the prime Contractor's commission.

Overhead and profit includes but is not limited to: estimating; field supervision above foreman level superintendents, assistant superintendents, general foremen, engineers, accountants, timekeepers, office manager, and other staff; office supplies; drinking water; temporary heat, light, and power; field toilets; small tools; and other costs of materials and/or equipment associated with performance of the contract.

On bids covering both increases and decreases in the contract amount, the overhead and profit shall be computed on the net change only.

- C. Each change order shall be signed by the Contractor, the County Public Works Director, and the County Commission, and payment and performance bonds shall be increased by the Contractor to reflect any increase to the contract amount before the Contractor will be authorized to proceed with the work specified therein.
- D. Failure of Contractor and the County to agree on an adjustment of contract amount or contract deadlines shall not excuse Contractor from proceeding with prosecution and performance of work. Contractor, subcontractors, and suppliers shall handle all disputes in a manner which will permit work to proceed on schedule while the matter in dispute is being resolved.
- E. The County shall have the right within its sole discretion to require Contractor to commence performance of changes to work based on County requirements prior to the submission of a cost bid by the Contractor to the County, or approval of the cost bid by the County. In such case, Contractor shall proceed with the work so changed upon receipt of a Construction Change Directive from the County, and thereafter submit to the County as soon as possible any cost bid required.

ATTACHMENT A
SPECIFICATIONS

S.1 STANDARD SPECIFICATIONS

All work performed by the Contractor shall meet or exceed all applicable specifications listed in the publication American Public Works Association – Manual of Standard Specifications, 2017 Edition, published by the Utah Chapter of the American Public Works Association, hereinafter referred to as the “Manual of Standard Specifications”, and its accompanying “Manual of Standard Plans.” In addition, all work performed by the Contractor shall comply in every respect with the “Utah County Security Center Rod Iron and Pre-Cast Fenced Project” drawings (Drawings) which are attached hereto as Attachment C and incorporated herein by this reference. All work performed by the Contractor shall also comply with Spanish Fork City Standards.

S.2 LOCATIONS AND COMPLETION DATE

- A. The specified work is located at the Utah County Security Center 3075 North Main St, Spanish Fork, UT 84660
- B. All work shall be completed and accepted by Utah County on or prior to November 1, 2023.

S.3 QUANTITIES AND PRICING

- A. Ameristar Fence Products to be used:
 - Montage II, 3-Rail Panels, 4” Air Gap
 - Part # 2HCB30468 - 4’ Classic Panels 467 Lin-ft
 - Part # 2HIB30948 - 8’ Invincible Panels 2776 Lin-ft
 - Transport II Cantilever Gates
 - Part # 2TIB09624SR1 – 24’ Gate 4 Gates
 - Montage II, 3-Rail Single Swing Gate
 - Part # 2HIB3094-48 – 4’ Gate 2 Gates
 - Part # 2HIB3094-96 – 8’ Gate 2 Gates
- B. Pre-Cast Concrete Fence
 - 8’ Concrete Fence LedgeStone 3073 Lin-ft
- C. 12” x 5” Concrete Fence Strip 4990 Lin-ft
- D. 24” x 5” Concrete Mow Strip 1346 Lin-ft
- E. 5’ Sidewalk 1463 Lin-ft
- F. ADA Ramps (as per Spanish Fork City Standards) 8 each
- G. Aggregate Base Course 350 tons
- H. Berm (Granular Borrow Fill) 3270 tons
- I. Ditch Crossing Detail C 1 each
- J. Ditch Crossing Detail D 2 each

S.4 TRFFIC CONTROL

This item shall be governed by **SECTION 01 55 26 Traffic Control** of the APWA Standard Specifications, Utah County Standards, and the contract documents and plans provided.

- A. The Contractor shall do no work that endangers, interferes, or conflicts with traffic or access to roadways, parking lots and trails until a satisfactory traffic control plan has been submitted and approved by the County using the Utah “Manual on Uniform Traffic Control Devices (MUTCD)” as a guide.
- B. The Contractor shall place signs and barricades closing applicable areas as work progresses. Type and placement of signs shall be identified on the traffic control plan to be approved by Project Manager prior to Contractor’s work. In addition, contractor will be responsible to submit flagger or traffic control technician certifications for those designing, implementing, or managing the traffic control plan.
- C. The Contractor shall implement traffic control measures to secure the work area, equipment, and personnel safely and properly throughout the duration of the project. This requirement also applies to areas of work being performed by subcontractors.
- D. The Contractor shall provide, place and maintain appropriate signs and barricades closing applicable areas of work to protect pedestrian traffic in the area.
- E. All costs associated with this item shall be included in Contractor’s Bid Schedule as a lump sum under the Item A-1 and shall NOT be paid as separate item(s).

S.5 SAFETY

The Contractor shall comply with all applicable requirements of the Utah Labor Commission and the Occupational Safety and Health Act of 1970. Nothing in this Agreement shall relieve the Contractor of responsibility assigned herein, in Utah Labor Commission's requirements, or in Federal, state, and local laws and ordinances.

S.6 UTILITIES

Care shall be taken to preserve and protect existing overhead and underground utilities, pole lines, signs, pipelines, and improvements from injury or damage during construction operations. The Contractor shall assume full responsibility for reimbursing the owners of the utilities for any damage to their properties, utilities, or improvements, or interference with their service caused through Contractor’s operations at no additional cost to the County. The Contractor shall contact “Blue Stakes of Utah,” and individual utility owners as necessary, to have all underground utilities located on the work site in accordance with Utah law.

S.7 MOBILIZATION AND DEMOBILIZATION; STORAGE AND CLEANUP

This item shall be governed by **SECTION 01 71 13 Mobilization and Demobilization** of the APWA Standard Specifications, Utah County Standards, and the contract documents and plans provided.

- A. Unit (Lump Sum) Price shall cover cost of mobilization, demobilization, installation of temporary facilities, and bringing and removing all necessary construction equipment to site.

- B. All areas for storage of materials and equipment used by the Contractor shall be approved by the Project Manager prior to use. These areas shall be cleaned up upon completion of the project and shall be approved by the Project Manager prior to final payment. All costs associated with these items shall be included in Contractor's Bid Schedule as a lump sum under the Item A-2 and shall NOT be paid as separate item(s).

S.8 SITE PREPARATION/EXCAVATION/BACKFILLING

This item shall be governed by **SECTIONS 31 11 00 Site Clearing, 31 23 16 Excavation, 32 05 10 Backfilling Roadways, and 31 23 26 Compaction** of the APWA Standard Specifications, Utah County Standards, and the contract documents and plans provided.

- A. Contractor shall verify with Project Manager all items needing to be removed and or relocated.
- B. Contractor shall identify and protect required lines, grades, and benchmarks.
- C. Where utilities or structures conflict with design grades, report conflict to appropriate utility company and Project Manager. Support and protect from damage any existing facility and structure that exists in, passes through, or passes under the site.
- D. Contractor shall be responsible to remove from the site and dispose of appropriately at an approved reclamation/disposal facility all excavated materials and all other materials that are deemed contaminated or unusable.
- E. All equipment and materials required to excavate, backfill, and compact site to meet applicable sections noted above and comply with the drawings and notes within the drawings shall be supplied and completed by the contractor and shall be included in the cost of the project and shall NOT be paid as a separate item.

S.9 CONSTRUCTION SURVEYING AND LAYOUT

This item shall be governed by **SECTION 01 71 23 Construction Layout** of the APWA Standard Specifications, Utah County Standards, and the contract documents and plans provided.

- A. Owner shall provide the following construction surveying at no cost to Contractor:
 - 1. The fence alignment shall be staked including gates and critical points.
 - 2. Removal and replacement of Survey monuments. Any removal of survey monuments, without notification to the Owner/Surveyor, is illegal and additional replacement costs will be charged to the Contractor.
- B. Contractor shall provide all other survey construction staking as necessary to complete the facilities and appurtenant work according to the contract documents.
- C. Owner shall not be responsible for stakes, etc. removed through negligence of Contractor and in that event shall be compensated by Contractor \$100.00 per stake replaced for re-staking efforts.
- D. Contractor shall provide five (5) business day advance notice to Owner/Surveyor for any surveying requests.

S.10 AMERISTAR FENCE PRODUCTS

All fencing and gates shall be constructed and installed as per the manufacture's specifications.

- A. All costs to complete work for this item as stated in manufacture's specifications and shown on the drawings are the responsibility of the Contractor and shall be included in Contractor's Bid Schedule as Item A-3, 4, 5, 6, and 7, and shall NOT be paid as a separate line item.

S.11 PRE-CAST CONCRETE FENCE

All fencing shall be constructed and installed as per the manufacture's specifications.

- A. The Pre-cast wall shall be to the current Spanish Fork City Standards. The wall shall be LedgeStone with a base color of Smokey Beige from Sherwin Williams. As per Spanish Fork City standards, the wall shall have three (3) other colors that are to match the existing jail colors and will be determined by County upon contractor submittals.
- B. Wall is to be graffiti proofed.
- C. All costs to complete work for this item as stated in manufacture's specifications and shown on the drawings are the responsibility of the Contractor and shall be included in Contractor's Bid Schedule as a lump sum price under Item A-8 and shall NOT be paid as a separate line item.

S.12 CONCRETE

This item shall be governed by **SECTION 03 11 00 Concrete Forming, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 010 Concrete Placement, 03 35 00 Concrete Finishing, 03 39 00 Concrete Curing** of the APWA Standard Specifications, Utah County Standards, and the contract documents and plans provided.

- A. The Contractor shall construct reinforced concrete as shown on the plans or directed by Project Manager which would include, but not limited to, fence strip, mow strip, 5' sidewalk, and curb and gutter.
- B. All costs to complete work for this item as stated in specifications and shown on the drawings are the responsibility of the Contractor and shall be included in Contractor's Bid Schedule as a lump sum price under Item A-9, 10, and 11 and shall NOT be paid as a separate line item.

S.13 UNTREATED BASE COURSE

This item shall be governed by **SECTIONS 32 11 23 Aggregate Base Course** of the APWA Standard Specifications, Utah County Standards, and the contract documents and plans provided.

- A. For areas of the mow strip, fence strip, and sidewalk, the Contractor shall furnish, transport, place, and compact Untreated Base Course (UBC) with a minimum compacted thickness of six (6) inches or as specified by manufacturer's recommendations whichever is greater.
- B. Aggregate Class A.
- C. Gradation of the UBC shall be Grade 1.

- D. Compaction of the UBC shall be at 95% minimum.
- E. All costs to complete work for this item as stated in specifications and shown on the drawings are the responsibility of the Contractor and shall be included in Contractor's Bid Schedule as a lump sum price under Item A-13 and shall NOT be paid as a separate line item.

S.14 COMMON FILL (GRANULAR BARROW FILL)

This item shall be governed by **SECTION 31 05 13 Common Fill** of the APWA Standard Specifications and Standard Plans, Utah County Standards and the contract documents and plans provided and shall be measured by weigh tickets provided by the material supplier, collected by the Contractor and delivered to County, calculated by weight (TON).

- A. Submittals include: Product Data, Gradation, Supplier and Source
- B. Execution includes: Preparation; Installation, compact subgrade, place and compact granular borrow fill.
- C. Compaction of the granular borrow fill shall be at 95% minimum.
- D. All costs to complete work for this item as stated in specifications and shown on the drawings are the responsibility of the Contractor and shall be included in Contractor's Bid Schedule as a unit price per ton under Item A-15 and shall NOT be paid as a separate line item.

S.15 PIPE

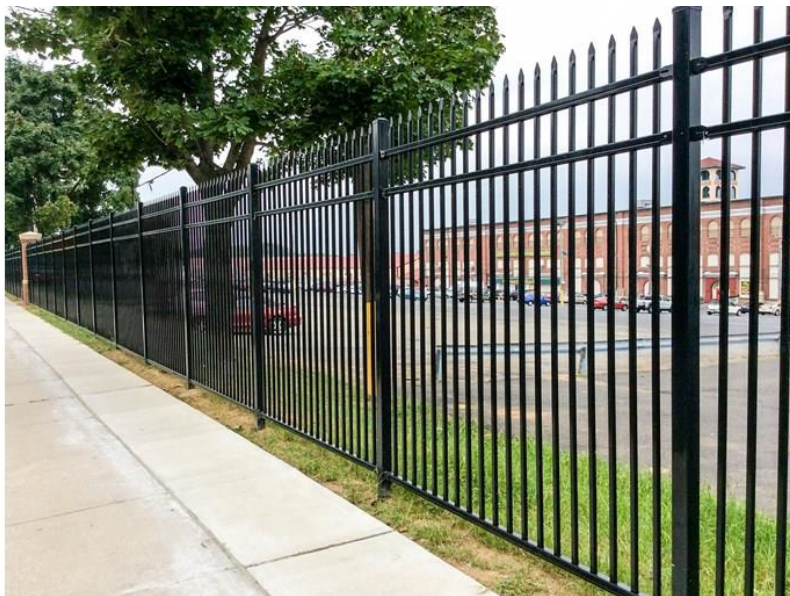
This item shall be governed by **SECTION 33 05 02 Concrete Pipe and Culvert, SECTION 33 05 06 Polyethylene Pipe** of the APWA Standard Specifications and Standard Plans, Utah County Standards and the contract documents and plans provided.

- A. The Contractor shall furnish, transport, and place HDPE pipe. All items pertaining to this section are to be complete work as stated in specifications and shown on the drawings shall be included in Contractor's Bid Schedule as a unit price as listed under Item A-15 and A-16 and shall NOT be paid as separate item(s).

Montage II Invincible 3-Rail Fence



Montage II Classic Fence



Transport II Invincible Cantilever Gate



Pre-Cast Cement Fence Ledgestone



ATTACHMENT B

CONTRACTOR'S BID SCHEDULE

Company Name: _____
Address: _____
City, State, Zip: _____
Phone: _____

B.1. BID PRICE:

Each Bidder shall complete the line-item cost summary below. The specified "Total Cost" shall become the bidder's "Total Bid Price" for completion of this project.

UTAH COUNTY SECURITY CENTER FENCE IMPROVMENTS					
ITEM#	Description	Qty	Units	Unit Costs (Price)	Total Costs
A-1	Traffic Control	1	Lump Sum		
A-2	Mobilization and Demobilization	1	Lump Sum		
A-3	Montage II, 3-Rail - 4' Classic Panels	467	Lin-ft		
A-4	Montage II, 3-Rail - 8' Invincible Panels	2776	Lin-ft		
A-5	Transport II Cantilever – 24' Gate	4	Each		
A-6	Montage II, 3-Rail Single Swing – 4' Gate	2	Each		
A-7	Montage II, 3-Rail Single Swing – 8' Gate	2	Each		
A-8	8' Pre-Cast Concrete Fence - LedgeStone	3073	Lin-ft		
A-9	12" x 5" Concrete Fence Strip	4990	Lin-ft		
A-10	24" x 5" Concrete Mow Strip	1346	Lin-ft		
A-11	5' Sidewalk Concrete	1463	Lin-ft		
A-12	ADA Ramps	8	Each		
A-13	Aggregate Base Courses (Untreated Base Course) Sidewalk, Mow Strip	350	Tons		
A-14	Berm (Granular Borrow Fill)	3270	Tons		
A-15	Ditch Crossing Detail C	1	Each		
A-16	Ditch Crossing Detail D	2	Each		
	TOTAL COST:				

NOTE: The quantities specified herein are only estimates used for bid evaluation purposes. Actual payment will be based upon inspection records kept by the County, and the actual work completed, approved, and accepted by the County.

ATTACHMENT B (cont)

CONTRACTOR'S BID SCHEDULE

B.2 CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Invitation to Bid for Security Center Fencing Project. 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

Name (please print)

Date

EXHIBIT 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: (____) _____.

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

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: _____

EXHIBIT B

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH) Invitation to Bid
)SS for
COUNTY OF UTAH) Security Center Fencing Project

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 _____ 2023A.D.
My Commission Expires _____
Residing at _____

Seal

By: _____ Notary Public

EXHIBIT C

SAMPLE AGREEMENT WITH STANDARD TERMS & CONDITIONS



AGREEMENT

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

Name: _____ Contact Person: _____

Address: _____ Phone #: _____

City: _____ State: _____ Zipcode: _____ Email: _____

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

1. PURPOSE OF CONTRACT

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

2. CONTRACT COSTS

Contractor will be:

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

3. CONTRACT PERIOD

The term of this agreement shall commence on: [] _____, or [] the date of execution of this agreement. This agreement shall terminate on _____ unless terminated early 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:
AARON R. DAVIDSON
Utah County Clerk

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: _____
Deputy Clerk

By: _____
AMELIA POWERS GARDNER, Chair

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
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