



Wasatch Front Waste and Recycling District
Transfer Station-Landfill Services
Request for Proposal

Greetings,

The Wasatch Front Waste and Recycling District (the “District”) is accepting proposals from companies or agencies to serve as a service vendor and provide municipal solid waste (“MSW”) transfer station services. The selected vendor would accept the District’s vehicles delivering MSW collected from district residents. The number of trucks and tonnages of MSW may vary as described herein. The qualified vendor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the specification, requirements and terms of this Request for Proposal (“RFP”).

Please include the following items in the proposal:

- Transmittal Letter and Title Page
- Completed RFP Response Form
- Completed Cost Proposal Form
- Completed IRS W9 Form
- Completed Proposal

Please Direct All Questions to: Anthony Adams
Executive Assistant/District Clerk,
Wasatch Front Waste and Recycling
District
aadams@wasatchfrontwaste.org
604 West 6960 South
Midvale, Utah 84047
(385)468-6332

Every effort will be made to contact known Proposers of all changes and addenda to this RFP.

Proposals may be mailed, or hand delivered to: The Wasatch Front Waste and Recycling District Clerk’s Office, 604 West 6960 South, Midvale, Utah 84047. The package should be clearly marked “RFP Response – Transfer Station Services.” The Cost Proposal Form must be included in its own, separate sealed envelope marked “Cost Proposal.”

Electronically delivered Proposals may be emailed to: aadams@wasatchfrontwaste.org. The Cost Proposal Form should be emailed separately to catjensen@wasatchfrontwaste.org.

All Proposals Are Due: TUESDAY, June 12, 2018 BEFORE 1:00 p.m. (Mountain Standard Time)

NO LATE PROPOSALS WILL BE ACCEPTED.

WASATCH FRONT WASTE AND RECYCLING DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.



OVERVIEW

The District is a special service district governed by Title 17D, Chapter 1 of the Utah Code and, as a political subdivision of the state of Utah, is subject to laws applicable to a political subdivision, such as the Utah Procurement Code found at Title 63G, Chapter 6a of the Utah Code. In the event of any conflict between this RFP and applicable provision of the Procurement Code, the Procurement Code shall prevail and shall control this RFP and the contract that may ultimately be awarded by the District.

The District has a customer base of approximately 82,500 homes within the District boundaries, which includes the cities of Cottonwood Heights, Holladay, Herriman, Millcreek, Taylorsville, annexed portions of Murray and Sandy Cities, the Metro Townships of Kearns, Magna, Copperton, Emigration Canyon and White City, and approximately 2,800 homes in the unincorporated Salt Lake County.

The District's mission is to provide sustainable integrated waste and recycling collection services for the health and safety of our community . . . because "not everything fits in the can". Services include weekly curbside waste and recycling collections, a once-a-year area cleanup program, central collections for glass, seasonal programs such as central leaf bag collections, curbside Christmas tree, green and bulk trailer rentals, and subscription programs for curbside green waste and glass collections.

The District currently bills each property unit an annual fee for the basic service. Homes with additional services are charged based on the services provided. Reduced fees are available for property owners who qualify for indigent relief. Current invoicing is quarterly, but payments may be made in any other increment. Delinquent accounts are certified with the County Treasurer for collection with property taxes. Late and other fees may be assessed.

The District collects between 117,000 and 121,000 tons of MSW annually. Currently, the District is under an agreement with Salt Lake County Government to deliver 85% of the collected MSW to the SL Valley facilities, which includes the SL Valley Transfer Station and the SL Valley Landfill. The majority of the District's waste is delivered to the SL Valley Transfer Station located at 604 West 3300 South in South Salt Lake City, UT. Until recently, this location has been the most cost effective for the District.

It has come to the District's attention that there is a portion of the waste collected in the District that seems to be more cost effective to be delivered to other MSW transfer station(s) located in the proximity of specific areas the District services. There have also been recent unknowns about the future of the SL Valley Transfer Station availability.

Due to these circumstances, the District is seeking proposals from qualified vendors to submit proposals to accept the District's waste and transport to a permitted landfill for proper disposal.

A summary of the District's tonnage history for 2017 appears on the next page.



The District's tonnage history for 2017 delivered to the SL Valley Transfer is as follows:

Day	Tonnage	Curbside loads	Trailers Loads	14 Yrd Roll-off	Totals
Monday	16692.24	1975	304	1946	4225
Tuesday	22105.5	2649	301	2129	5079
Wednesday	18905.41	2528	95	347	2970
Thursday	20933.61	2574	261	2017	4852
Friday	16745.86	2124	230	2075	4429
Total	95382.62	11850	1191	8514	21555

2017 MSW Tonnages Continued:

Month	Tonnages
January	4933.24
February	5032.38
March	6979.51
April	7869.63
May	11912.46
June	9331.07
July	7521.79
August	10664.89
September	9110.85
October	8172.69
November	8803.93
December	5050.18
Total	95382.62

SCOPE OF SERVICES

The qualified vendor(s) will accept a portion of the District's MSW and provide transfer station services. The qualified vendor will provide the necessary transportation services of the MSW delivered by the District's equipment and staff to a properly regulated landfill.

The requested services are intended to aid the District in sustaining our economic structure while fulfilling its mandates to provide weekly waste collections.



The selected responder (s) will be expected to:

1. Accept a portion of the MSW from the District that is acceptable for a 40 C.F.R. 258 Subpart (d) landfill and meets the criteria of such waste as defined.
 - a. Currently, it seems most optimal for the District to transport MSW on Mondays and Thursdays. (Amounts may vary from year to year)
 - b. Pending the outcome of the SL Valley Transfer Station's availability and the future fee structures, the amounts and days per week may increase.
2. Hold the District harmless of any hazardous waste unknowingly delivered.
3. Vendor will provide the needed equipment and labor for transfer station services.
4. Provide a facility and operational hours that will be efficient for the District and the operations required to meet the needs of the community.
5. Ensure that equipment weighs, enters the facility, unloads MSW and exits the facility within a reasonable time window. District prefers six minutes maximum, but is willing to receive proposed alternatives.
6. Provide proper transportation of the MSW delivered to the Transfer to properly regulated landfill(s).
7. Provide an effective radius for the District to deliver waste from route to facility and return to route.
8. Provide the District's equipment an efficient turnaround time, including scale, pulling in, dumping and exiting the facility.
9. All services will be in compliance with OSHA and fire department standards and regulations.
10. Invoice the District on a monthly basis, for amounts due.
11. Provide "tickets" to help track disposal tonnage; these also aid in billing reconciliations.

In addition to the above, the following terms will apply to any contract awarded under this RFP:

- The Executive Director will decide all questions which may arise as to the work performed and as to the effectiveness of the service. She will also decide all questions which may arise as to the acceptable fulfillment of the contract on the part of the contractor/proposer.
- The Executive Director will have the authority by written order to suspend service wholly or in part due to the failure of the Proposer/Contractor to carry out provisions of the RFP or contract, for such periods as she may deem necessary. or any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.



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

Payments shall be paid, as identified in Proposer's proposal, for work designated by District to be performed. Proposer/Contractor shall invoice the District on a monthly basis. Invoices shall be mailed to the Wasatch Front Waste and Recycling District, 604 West 6960 South, Midvale, Utah 84047

- Payments may be withheld from the Proposer/Contractor by District in order to protect District from loss due to:
 - Defective facility conditions or facility equipment that make servicing refuse difficult or impossible.
 - Liens or claims filed or reasonable evidence of probable filing.
 - The Proposer/Contractor's failure to promptly pay subcontractors or suppliers for labor and/or materials accepted by the Proposer/Contractor.
 - Damage to another Proposer/Contractor.
 - Failure to perform.
 - Conditions that make it unsafe for our employees to use your facility

Proposer also agrees to all additional terms as included in the attached document.

Responses to this RFP should include details about qualifications and related experience as described herein. Responses should also include a proposal for a recommended approach to the project and proposed fees for services rendered.

The District intends to compare and evaluate all qualifying submittals and select the most qualified candidate based on proposal content and responsiveness to District goals.

CONTENT OF PROPOSALS

Copies of the Proposal Documents and the Cost Proposal shall be submitted either in hard copy or by email as detailed on Page 1 of this RFP. Proposals received after Tuesday, June 12, 2018 at 3:00 P.M. will not be considered. The District will not be responsible for errors or difficulties regarding electronic submissions.

Each Response shall include the Following:

- 1. Transmittal Letter and Title Page.** A transmittal letter shall be included containing a brief statement of the Proposer's understanding of the work to be done and an indication of positive interest in performing MSW Transfer Station and transporting of waste services for District. The letter and/or a title page should contain the name of the Proposer's firm, a street address for correspondence, and a primary contact for the proposal. Local offices of the firm should be listed.
- 2. Bid Response Form.** Proposer shall complete the attached Bid Response Form.
- 3. Cost Proposal Form.** Proposer shall complete the attached Cost Proposal Form, which shall be submitted separately as described on Page 1 of this RFP.



4. **W9.** Proposer shall provide a completed, signed IRS W9 Form.
5. **Proposal.** The proposal must supply information concerning the qualifications and experience of firm and the proposers/employees proposing to work on District’s project. This information shall indicate the firm’s current and recent past experience providing construction/rate study and analysis for similar projects. The Proposal shall address how the Proposer intends to meet the scope of services described above and shall describe any limits on tonnages accepted (minimum or maximum).

EVALUATION AND SELECTION PROCESS

An evaluation and selection committee will meet to consider all responsive proposals submitted and rank the proposals based on the criteria below. If a responder is eliminated during the evaluation process, they will be notified in writing. All proposals that adequately contain the information requested in this RFP will be evaluated based on the following criteria:

Category	Maximum Points
Cost Proposal (The proposal having the lowest cost will receive the maximum number of points (45). The next lowest cost proposal will receive 35 points; The third lowest cost proposal will receive 25 points; the fourth lowest cost proposal will receive 15 points; the fifth lowest cost proposal will receive 5 points; and all other proposals will receive zero points under the cost criteria.)	45
Qualifications, references and demonstrated competence and compliance with associated laws and regulations related to the handling and transporting of MSW.	15
Optimum traveling Distance between collection routes and end disposal facilities.	20
Limits of tonnages accepted. (minimum - maximum)	20
Total Maximum Score Available	100

The evaluation committee will review all proposals that are timely received. Proposals that are not responsible, responsive, or do not comply with the requirements of this RFP and the requested submission format will be eliminated from consideration. The evaluation committee will evaluate proposals that are not eliminated in accordance with the criteria listed above. A separate individual will score the Cost Proposals and will supply this score after the committee has scored the remaining categories.



The District reserves the right to select any number of Proposers to be invited to give an oral presentation to an interview panel on their approach to the scope of work, qualifications, staffing, experience and capabilities. The Proposers to be interviewed, if any, will be notified in writing prior to the scheduled interviews.

Part of the interview and selection process may include site visits and “trial runs” to evaluate the proposer’s abilities to meet the qualifications specified to meet the District’s service needs.

At the District’s discretion, a limited number of Proposers may be subsequently re-interviewed for final evaluation.

Proposals, including any supplemental information requested by District, will be evaluated for their overall responsiveness to the requirements and evaluation criteria of this RFP, including the quality of the written proposal submitted.

A contract will be awarded (pending successful contract negotiations) to the responder whose proposal is the most advantageous to the District, taking into consideration price and other evaluation factors described in this RFP.

In accordance with Utah Procurement Code, the District reserves the right to award the contract to a technically lower-cost responder that scored lower than the highest scoring responder if, based on a cost benefit analysis required by the Utah Procurement Code, the highest scoring responder will not provide the best value offered to the District. The contract may be for a period of up to five (5) years.

The final, detailed scope of work, term, conditions, schedules and professional fees for the services will be determined during contract negotiations following the initial selection process. If an agreement with a selected firm cannot be reached during the time specified for negotiations, another qualified firm may be asked to enter into negotiations. After contract negotiations, the firm selected will be required to enter into a contract with District to provide the services described in the scope of work. Any selected firm will be required to honor the terms and conditions contained in the contract upon execution of the contract document.

The District reserves to contract with one or multiple vendors in order to gain efficiencies in collection and disposal services and to best meet the District’s economic needs.

The terms of the contract will be negotiated, including contract length and the effective date of the contract.

The District will work within the limits (minimum-maximum) tonnage the vendor may be able to effectively manage and accept. Any minimum-maximum conditions must be communicated in the proposal.



OTHER RFP TERMS AND INSTRUCTIONS

- **Addenda and Supplements to this Request for Proposal.** If it becomes necessary to revise any part of this RFP, an addendum will be provided to all known companies who requested or received copies of this request. The District will not be responsible for any oral or other unofficial interpretation of any element of this RFP or its related documentation.
- **Withdrawal of Proposals.** Unauthorized conditions, limitations or provision attached to a Proposal may render it as not complying with the District's original request and may be subsequently rejected. The proposal may be withdrawn upon request by the Proposers without prejudice, prior to, but not after the time fixed to received proposals.
- **Rejection of Proposal.** The District reserves the right to reject any or all proposals, to waive any informality in such proposals, to request new proposals, to revise the RFP prior to the time for final submission of written proposals, to proceed to do the work otherwise, to withdraw this RFP, to not award the RFP, and to not award a portion or portions of the RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The occurrence of any of the following may result in disqualification of a proposal:
 - Failure to respond within the established timetable.
 - Failure to completely answer all questions presented in the request for proposal.
 - Use of any other type of form or format other than those indicated in the request for proposal
 - Failure to provide requested documentation at the time of proposal submission.
 - Illegible responses.
- **Submittal Ownership.** All material submitted in response to this proposal becomes the property of Wasatch Front Waste and Recycling District and will not be returned unless the Proposers requests a withdrawal. Submitted proposals may be reviewed and evaluated by any person at the discretion of Wasatch Front Waste and Recycling District.
- **Cost.** Cost for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to Wasatch Front Waste and Recycling District.
- **Acceptance of Proposal.** Submission of a proposal constitutes an agreement by the Proposers to each and all of the terms and conditions as set forth in this request. The contents of the proposal of the successful firm shall become contractual obligated upon entering into a written contract with Wasatch Front Waste and Recycling District. Failure of the successful firm to accept these obligations may result in cancellation of the award.



- **Reliance.** Wasatch Front Waste and Recycling District will award a contract in reliance upon the information contained in proposals submitted in response to the request for proposals. Wasatch Front Waste and Recycling District will be legally bound only when and if there is a signed contract entered into between Wasatch Front Waste and Recycling District and the awarded proposer.
- **Litigation.** If District shall be made a party to any litigation commenced by or against the Proposer arising out of Proposer's operations, unless the District's liability or potential liability is based solely upon the District's own negligence or willful misconduct, then Proposer shall pay all costs and reasonable attorney fees incurred by or imposed upon District in connection with such litigation in addition to paying or reimbursing the District for any judgement entered against and/or any liability imposed upon the District, whether by settlement, adjudication, or otherwise. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.
- **Authority.** Any person who signs a bid or RFP on behalf of a respondent certifies that he or she has the authority to so act. The provider who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.
- **No entitlement.** Receiving of this request for proposal or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this request for proposal. Wasatch Front Waste and Recycling District shall have no liability to any person or entity under or in connection with this request for proposal, unless and until Wasatch Front Waste and Recycling District and such person have executed and entered into a contract pursuant to the terms of this request for proposal.
- **No warranty.** By responding to this request for proposal each responding party acknowledges that neither Wasatch Front Waste and Recycling District 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 request for proposal. The responding party further agrees that neither Wasatch Front Waste and Recycling District nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this request for proposal process or the use of the information contained in this request for proposal. Only the terms and conditions contained in the contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, any be relied upon by the parties in any manner as having any legal effect whatsoever.
- **Proprietary Information.** The Proposer shall mark any specific information contained in the bid which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary. Desired proprietary



designation must be accompanied by documentation as required by the provisions of GRAMMA.

- **Information to be Provided.** At a minimum, the District will provide the following information:
 - Current monthly Transfer Station Tonnages
 - Customer Collection Schedule
 - Additional Terms and Conditions as attached.

If more/different information is necessary, we will accommodate those requests.



COST PROPOSAL
Wasatch Front Waste and Recycling District
Transfer Station Services

Firm:

Address:

Phone:

Date:

Dear Wasatch Front Waste and Recycling District

The Firm shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the specifications, requirements and terms of the RFP.

The undersigned, after having personally and carefully examined the Request for Proposals and other documents detailing the scope and purpose of the legal services as detailed, declare that the undersigned is recognized as being qualified and competent to perform the work and hereby submits a proposal of:

\$_____ Per Ton

As the professional fee for completing all work related and covered herein.

It is understood that Wasatch Front Waste and Recycling District has the right to reject this proposal, negotiate a price for the proposed services, or to accept the proposal at the above price.

Signature of Preparer

Title of Above



REFERENCES

1. Name: _____, Contact: _____

Address: _____, Phone: _____

2. Name: _____, Contact: _____

Address: _____, Phone: _____

3. Name: _____, Contact: _____

Address: _____, Phone: _____

QUALIFICATIONS OF KEY PERSONNEL: _____

THE DATE MY FIRM CAN BEGIN ACCEPTING THE DISTRICT'S MSW

IS: _____



WASATCH FRONT WASTE & RECYCLING DISTRICT STANDARD ADDITIONAL TERMS AND CONDITIONS

1. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal, State, and local laws and regulations, including applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and District Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
4. **STATUS VERIFICATION SYSTEM:** Each Contractor and each person signing on behalf of any Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
5. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the District to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the District. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Contractor.
6. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the District, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the District's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
7. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
8. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
9. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.



10. **TERMINATION:** If the terms of this agreement are violated, the party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

11. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the District cannot contract for the payment of funds not yet appropriated by the District Administrative Control Board (ACB). If funding to the District is reduced due to an order by the ACB, or is required by law, or if federal funding (when applicable) is not provided, the District may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the District upon 30 days written notice. In the case that funds are not appropriated or are reduced, the District will reimburse Contractor for products delivered or services performed before the date of cancellation or reduction, and the District will not be liable for any future commitments, penalties, or liquidated damages.

12. **SALES TAX EXEMPTION:** The District's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from State 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 contract.

13. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the District under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the District apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the 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 District has relied on the Contractor's skill or judgment to consider when it advised the District about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the District has not been warned. Remedies available to the District include the following: The Contractor will repair or replace (at no charge to the District) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the 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 District may otherwise have under this contract.

14. **INSURANCE:** Contractor must carry insurance with policy limits no less than one million dollars per incident and three million dollars in the aggregate. Contractor must provide proof of insurance to District and must add District as an additional insured with notice of cancellation.

15. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the District express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the District, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

16. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the District except as to latent defects, fraud and Contractor's warranty obligations.



17. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the District. The District contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the District will be those prices listed in the contract. The District has the right to adjust or return any invoice reflecting incorrect pricing.

18. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate District official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to the Contractor will be remitted by mail, electronic funds transfer, or the District's Purchasing Card (major credit card).

20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the District, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the District.

22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the District to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The District will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the District may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The District may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the District is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the District, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, or the Contractor's response to the District's Solicitation. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. District Standard Terms and Conditions; 2. District Contract Signature Page(s); 3. District Additional Terms and Conditions; 4. Contractor Terms and Conditions.



26. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related District Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the District. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

* Other terms in addition to those listed above may ne negotiated and included in any final contract.