



REQUEST FOR PROPOSALS

General Information	
Project Name	Keetley Fence Project
Project Description	Installation of approximately 6,800 linear feet of 6-foot field fencing with one strand of barb wire around the perimeter of the Keetley Water Treatment Plant. The project needs to be substantially complete by October 15, 2021. See the Scope of Work attached as Exhibit A for more details.
JSSD Contact Person	Chance Morris chance@jssd.us <i>All communications regarding this RFP must be through the JSSD Contact Person listed above.</i>
RFP Schedule	
• JSSD Issues Request for Proposals	May 4, 2021
• Site Visit	May 13, 2021
• Deadline to submit Proposals	May 20, 2021 2:00 p.m.
Evaluation Factors	
JSSD will select the contractor whose proposal offers the best value to JSSD. This means that JSSD might not select the proposal with the lowest price, and might not select the contractor with the most experience. Rather, JSSD will select the proposal that offers the best value, based on a combination of price and experience/quality factors listed below.	
Proposal Contents	
To be considered for this Project, you must submit your proposal in two separate parts :	
<ol style="list-style-type: none"> 1. Quality Proposal. There is no particular format for the Quality Proposal. Please submit a few pages (no more than 5) addressing the following: <ol style="list-style-type: none"> a. Experience. Describe other projects you have completed that are similar to this project. b. References. List the names and contact information for at least 2 people you have done projects for. c. Safety. Describe your safety program and safety record. d. Plan. Describe how you will approach the project to ensure that it is successfully completed 2. Price Proposal. Submit your fixed-price bid for the project. <i>This must be in a separate file from the Quality Proposal.</i> JSSD will not open the Price Proposals until it has evaluated the Quality Proposals. 	
Email or deliver your Quality Proposal and Price Proposal to the JSSD Contact Person listed above, before the Deadline listed above.	
Contract	
The contractor selected by JSSD will be required to execute a fixed-price contract with the Standard Terms and Conditions attached as Exhibit B.	

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Exhibit A – Scope of Work

The intent of this fence is for security around the JSSD Water Treatment Facility. It has been our experience that chain link under heavy snow loads is not the best material. We would like an 8' field fence with metal "T" posts with wooden posts and "H" braces as needed. Contractor to propose the type of gate to be installed. During the site visit on May 13, 2021 JSSD staff will be available to answer questions you may have that will be distributed in an addendum.





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Exhibit B – Standard Contract Terms

1. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this contract. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract. Venue is in Heber City, in the Fourth Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements, labor laws, non-discrimination laws, and environmental laws. Contractor is responsible to know what laws apply to its performance under this contract. The omission of any applicable law in this paragraph will not relieve Contractor from its contractual obligation to JSSD to comply with such laws.
3. **RECORDS ADMINISTRATION:** The Contractor shall maintain all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor shall retain those records 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 shall allow JSSD, State, and Federal auditors, and JSSD agency staff, access to all the records relating to this contract, for audit, inspection, and monitoring of services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Contractor states that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of JSSD to secure favorable treatment with respect to being awarded this contract.
5. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and as such has no authorization, express or implied, to bind JSSD to any agreements, settlements, liability or understanding whatsoever, and shall not perform any acts as agent for JSSD, except as expressly set forth in this Contract. Compensation stated in this Contract is the total amount payable to the Contractor by JSSD. The Contractor is responsible for the payment of all income tax and social security tax due as a result of payments received from JSSD for these contract goods or services. Persons employed by JSSD and acting under the direction of JSSD will not be deemed to be employees or agents of the Contractor.
6. **STANDARD OF CARE:** Contractor shall perform any services to be provided under this Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
7. **TERMINATION:**
 - a. **Termination for Convenience.** JSSD may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in JSSD's best interest. JSSD shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to JSSD. If the Contractor has any property in its possession belonging to the JSSD, the Contractor shall account for the same, and dispose or deliver it in the manner the JSSD directs.

- b. Termination for Default.** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the JSSD may terminate this contract for default. To terminate for default, JSSD must serve a notice of termination on the Contractor describing the nature of the Contractor's default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by JSSD that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, JSSD, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure.** JSSD may, in the case of a termination for default, allow the Contractor a period of time, to be determined by JSSD (but, in no event shall such time be less than five (5) days), to cure the default (that period of time, the "Cure Period"). In such case, the notice of termination will state the time period in which cure is permitted and other conditions deemed appropriate by JSSD.

If Contractor fails to remedy the default to JSSD's satisfaction within the Cure Period, JSSD may immediately terminate the Contract for default. Termination for default will not preclude JSSD from also pursuing all available remedies against Contractor and its sureties for the default.

- 8. SALES TAX:** Contractor shall pay any applicable sales tax. Sales taxes must be itemized on Contractor's invoices to JSSD.
- 9. BONDS.** Contractor shall provide performance and payments bonds for 100% of the Contract Price, issued by a surety licensed to do business in the State of Utah.
- 10. 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 remains with Contractor until final inspection and acceptance, when responsibility will pass to JSSD, except as to latent defects, fraud, and Contractor's warranty obligations.
- 11. INSPECTIONS:** Goods furnished under this contract will be subject to inspection and testing by the JSSD at times and places determined by the JSSD, as may be more specifically set forth in the contract of which these Standard Contract Terms are a part. If JSSD finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, JSSD may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by JSSD, then JSSD may cancel the order in whole or in part. The goods will be accepted or will be deemed to have been accepted by the JSSD no later than ninety (90) days after delivery unless the JSSD notifies Contractor, in writing, to the contrary during said ninety (90) day period stating how the goods are not in compliance with the Contract ("Acceptance"). After Acceptance, Contractor's sole liability and the JSSD's exclusive remedy for defective goods shall be Article 13 (Warranty).
- 12. INVOICING AND PAYMENT:** The Contractor shall submit itemized invoices to JSSD within 30 days of delivery of goods or services. The JSSD contract number and/or purchase order number, along with the contract item number, must be listed on all invoices, freight tickets, and correspondence relating to the contract. Invoices for services or construction must indicate the time period covered by the invoice. The prices paid by JSSD will be those prices listed in the contract. JSSD may adjust or return any invoice reflecting incorrect pricing. Unless otherwise specified, payment terms are Net 30 days following receipt of invoice.

13. WARRANTY: Contractor shall supply JSSD with standard manufacturer's warranties.

14. INDEMNIFICATION: Contractor shall indemnify and hold harmless JSSD, and its officers and employees (the "Indemnitee(s)), and, with counsel approved by JSSD, defend the affected Indemnitee(s), and any and all of its/their boards, officers, agents, representatives, employees, assigns and successors-in-interest, from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses suffered by the Indemnitee(s) and any and all of its/their boards, officers, agents, representatives, employees, assigns and successors-in-interest as a result of a claim for death or bodily injury or personal injury to any person, including Contractor's employees, or physical damage or destruction to any tangible property, arising out of the acts, errors, omissions or willful misconduct incident to the performance of this contract on the part of the Contractor, except to the extent any such harm or damages caused by the active negligence or willful misconduct of the affected Indemnitees(s).

15. INSURANCE:

a. Contractor shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "X" or higher, or (ii) otherwise being acceptable to the JSSD with coverage limits and provisions at least sufficient to satisfy the requirements set forth below:

- (1) Workers' Compensation Insurance: Statutory workers' compensation insurance. Such insurance shall also include employer's liability insurance in a limit of no less than \$1,000,000. No owner or officer may be excluded.
- (2) General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, independent contractors and sudden and accidental pollution liability with a \$1,000,000 minimum limit per occurrence for combined bodily injury and property damage, provided the general policy aggregate shall apply separately to the Contractor on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit. Contractor shall provide a certificate of insurance verifying completed operations coverage for a period of not less than two years after project completion. This coverage must be amended to show JSSD as an Additional Insured.
- (3) Automobile Liability Insurance: Automobile liability insurance for the Contractor's liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of the Contractor, with a \$1,000,000 minimum limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol "1" (any auto). This coverage must be amended to show JSSD as an Additional Insured.
- (4) Professional Liability Insurance: To respond to the Contractor's architectural, design and engineering work in an amount not less than \$1,000,000 each claim, \$1,000,000 aggregate. Coverage shall apply to all operations and activities undertaken by the Contractor.
- (5) Excess Liability Insurance: The amounts of insurance required in the foregoing subsections (1), (2), (3), this subsection may be satisfied by the Contractor purchasing coverage in the amounts specified or

by any combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above.

- b. All policies of insurance to be maintained by the provisions of this section, except Professional Liability insurance, shall provide for waivers of subrogation in favor of JSSD and its officers and employees.
- c. The liability limits shown in this section are minimum requirements. To the extent the Contractor maintains, or causes to be maintained on its behalf, liability limits which are higher than the minimum limits stated in this section, the higher liability limits shall be required of the Contractor.
- d. All policies of liability insurance required to be maintained by the Contractor shall be endorsed as follows:
 - (1) To name JSSD as additional insured for ongoing operations (ISO CG 20 10 or equivalent) and completed operations (ISO CG 20 37 or equivalent).
 - (2) That the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by JSSD.
- e. Contractor shall provide proof of insurance to JSSD prior to commencing any Work under this Agreement.

16. PATENTS, COPYRIGHTS, ETC.: Contractor shall indemnify and hold harmless JSSD and its officers and employees (the "Indemnitee(s))," and, at the option of the affected Indemnitee(s), defend the affected Indemnitee(s), and any and all of its/their boards, officers, agents, representatives, employees, assigns and successors-in-interest, from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature arising from the Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of this contract. Contractor shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including goods provided by Contractor, which have been modified or combined with other equipment or process not supplied by Contractor or (ii) any action settled or otherwise terminated without the prior written consent of Contractor. If, in any such action, the goods are held to constitute an infringement, Contractor shall, at its option and its own expense, procure for JSSD the right to continue using said goods; or modify or replace it with non-infringing equipment. THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF CONTRACTOR AND EQUIPMENT MANUFACTURER FOR CLAIMS OF INFRINGEMENT.

17. HAZARDOUS MATERIALS: The Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to JSSD.

18. PUBLIC INFORMATION: Contractor acknowledges that the contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for this contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

19. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

20. WRITTEN AMENDMENTS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto.

21. ASSIGNMENT: Contractor shall not assign, sell, or transfer any interest in this Contract without the express written consent of JSSD.

- 22. 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 are beyond that party's reasonable control. JSSD may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 23. WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of this Contract.
- 24. ENTIRE AGREEMENT:** The Contract of which these JSSD Standard Contract Terms are a part, 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 the Contract 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 JSSD. The terms of this Contract prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of this Contract.
- 25. LIMITATION OF LIABILITY:** In no event shall Contractor be liable for any special, incidental, indirect or consequential damages of any kind, whether in contract, warranty, tort, negligence, strict liability or otherwise. Contractor's maximum aggregate liability for any and all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising from or related to this Contract shall not exceed the 150% of the Contract price. The foregoing limitations on the types and amounts of liability will not apply to third party indemnity claims or to losses resulting directly or indirectly from Contractor's intentional misconduct.