



**Request for Proposal
(RFP 2017-05)
FULL-SERVICE SALVAGE/DEMOLITION OF THE
DAVIS ENERGY RECOVERY FACILITY**

SCHEDULE

Proposal Release Date	March 22, 2017
Mandatory Pre-Proposal Meeting	April 20, 2017 10:00 a.m. MST
Proposals due	May 12, 2017 2:30 p.m. MST
Award	June 1, 2017 (20 days after due date)

Todd Quinley
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REQUEST FOR PROPOSAL
Full-Service Salvage/Demolition of the
Davis Energy Recovery Facility
RFP # 2017-05

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Purchasing Manager for Wasatch Integrated Waste Management District (Wasatch) has determined that it is practical and advantageous for Wasatch to solicit qualified proposals in accordance with this Request for Proposal (RFP).

The purpose of this request for proposal is to enter into a contract with a qualified company to provide marketing for salvage/re-use of process equipment, parts, and Recyclable materials (through in-house expertise or a reputable auction firm), and the demolition and removal of the Davis Energy Recovery Facility (DERF) and select outlying structures including foundations (potentially in phases). Wasatch Integrated Waste Management District (District) is anticipating that this RFP may result in a contract award to one full service contractor.

This RFP is designed to provide interested Suppliers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

BACKGROUND

The District was organized in 1984 under the Utah Special Service District Act. The District provides solid waste management services to all unincorporated Davis County and all the cities within Davis County, except Bountiful City, and to Morgan City and Morgan County, all in northern Utah.

The primary components of the integrated solid waste disposal system operated by the District are the Davis Energy Recovery Facility and the Davis Landfill. Other components of the integrated system which are located at the Davis Landfill include; a green waste recycling facility, household hazardous waste drop-off facility, landfill gas to energy facility, maintenance shop, and the District administrative offices.

The Davis Energy Recovery Facility is located at 3404 North 650 East on a tract of land in unincorporated Davis County adjacent to Hill Air Force Base (HAFB) and Layton, Utah. The facility includes two mass burn municipal waste combustors, each with a nameplate capacity of 210 tons per day. The combustors are equipped with refractory wall furnaces and heat recovery boilers. The energy recovery facility is equipped with a back-pressure turbine generator rated at 1600 kilowatts. Steam generated from the combustion of waste is exported to HAFB for process and heating uses pursuant to the terms and conditions of the Utility Service Contract. Construction of the facility was completed and final acceptance of the facility occurred in October 1988.

The District also owns and operates a municipal solid waste landfill (the "Landfill") that disposes of combustion ash from the Energy Recovery Facility, demolition debris and other waste. A gas

collection system has been installed at the Landfill which currently captures approximately 26 Decatherms (Dth) of landfill gas per hour. The Landfill is located at 1997 North 3500 East, Layton, Utah 84040. As of January 1, 2015, the accumulated tonnage of landfilled residential and commercial waste was approximately 3,310,000 tons, of which 1.7 million tons is contained in the unlined cell. Ash from the waste to energy facility is used as daily cover at the landfill. Approximately 106 tons of ash and 450 tons of MSW are brought into the landfill each operational day. The annual waste growth is anticipated to increase 2% per year in accordance with population growth projections in the service area.

REFERENCE NUMBER

The reference number for qualified companies for full service salvage/demolition of the Davis Energy Recovery Facility Request for Proposal is # **2017-05**. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

NOTICE: By submitting a proposal in response to this RFP, Supplier is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood and agreed to. Any exceptions to the content of the RFP must be protested to the purchasing agent prior to the closing date and time for submission of the proposal.

Proposal Response Forms

- A. Certification of Proposal
- B. Organization/Construction Team
- C. Proposer Schedule

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

Wasatch will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

The preferred method of submitting your proposal is one (1) original and three (3) copies of the complete project detail, one (1) cost proposal, and a digital copy of both on a USB drive.

Proposals can be mailed to Wasatch Integrated Waste Management District, PO Box 900, Layton, Utah 84041. When submitting a proposal through the mail, please allow sufficient time for the proposal to arrive before the deadline.

Proposals may also be UPS, FedEx, or delivered in person to the Purchasing Office Building, 3404 North 650 East, Layton, Utah, 84041.

Cost will be evaluated independent from the technical proposal, and as such, is to be submitted separate from the technical proposal. Failure to submit cost separately may result in your

proposal being determined non-responsive. Inclusion of any cost or pricing data within the technical proposal may also result in your proposal being determined non-responsive.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for duration of the Full-Service Salvage/Demolition of the Davis Energy Recovery Facility. The work must not commence prior to June 1, 2017.

The District reserves the right to review contract(s) on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for the entire term of the contact. Any request for price adjustment must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by Wasatch. Wasatch will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any purchase order or contract resulting from this RFP will include but not be limited to Wasatch Terms and Conditions. Exceptions and or additions to the District's Standard Terms and Conditions are strongly discouraged.

Exceptions and additions to the Terms and Conditions must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered.

Wasatch retains the right to refuse to negotiate on exceptions should the exceptions be excessive, not in the best interest of Wasatch, negotiations could result in excessive costs, or could adversely impact existing time constraints.

If negotiations are required, contractor must provide all documents in WORD format for redline editing. Contractor must provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations

INQUIRES

Inquiries regarding this RFP **must be submitted, by fax (801-614-5673) or email (toddq@wiwmd.org)**, to Todd Quinley, Purchasing Manager, not later than five business days prior to the proposal due date. Addenda will be issued to all known bidders. Exceptions shall not be granted to requests made after the deadline. Failure to comply with this requirement may result in a disqualification in the selection process. Vendors should be aware that Selection Committee members will be required to certify that they have not been contacted by any of the Vendors in an attempt to influence the selection process.

DISCUSSIONS WITH SUPPLIERS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of

the District. However, the District may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offerors expense.

PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held on Thursday April 20, 2017 at the site, 3404 North 650 East Layton, Utah 84041 at 10:00 a.m. MST.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

The following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);*
 - (2) Commercial information or non-individual financial information obtained from a person if:
 - (a) Disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
 - (b) The person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
 - (c) The person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;**
- * * * * *
- (6) Records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;*

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the Supplier must:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to Wasatch Integrated Waste Management District*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. Submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. **Pricing and service elements may not be protected.** The

claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY” and may be considered non-responsive if marked as such.

To ensure the information is protected, you must include all protected information in Section 5 of the proposal response. Any protected information incorporated in other sections of the proposal response may result in release of data at no fault of Wasatch Integrated Waste Management District.

All materials submitted become the property of Wasatch. Materials may be evaluated by anyone designated by Wasatch as part of the proposal evaluation committee. Materials submitted may be returned only at Wasatch's option.

DETAILED SCOPE OF WORK

The Scope of Salvage/Demolition Services required by this RFP includes:

1. Securing of site from the effective date to the end of salvage/demolition services.
2. Marketing for salvage/re-use of process equipment, parts, and recyclable materials (through in-house expertise or a reputable auction firm).
 - a. Proposer shall furnish all labor, equipment, materials, and marketing services necessary for the project
 - b. Work must be performed to maximize the recovery of equipment and materials for reuse or sale
 - c. Salvage work includes:
 - i. Preparation and submission of applications
 - ii. Permits necessary to perform the salvage work
 - iii. Management for salvage work
3. Demolition and removal of the DERF, MCC building, Pump House, and Water Tanks.
 - a. Proposer shall furnish all labor, equipment, and materials necessary
 - b. Proposer is solely responsible for:
 - i. Means and methods necessary to perform the work
 - ii. Coordinating all portions of the work
4. Prepare and submit applications for all needed permits.
5. Provide project management (e.g. sampling during demolition and marketing salvaged goods).
6. Prepare documentation and certification of the completed project.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

1. Technical Proposal
 - a. Company Description
 - b. Qualification: Provide a statement of qualifications that demonstrates meeting the requirements under Description of Project section.

- c. Relevant firm experience:
 - i. Applicant's overall reputation, service capabilities and quality as it relates to this project
 - ii. List and brief description of 3 comparable projects completed by your firm or currently in progress. Include your firm's role and discuss contract amendment history, if applicable. For each project, include:
 - 1. Contract value
 - 2. Construction value (original value plus contract amendments, if applicable)
 - 3. Project owner
 - 4. Project location
 - 5. Contact name and title
 - 6. Address
 - 7. Current/accurate telephone number
 - 8. Email address
 - iii. A minimum of three referrals and references from other agencies and owners. If possible, references should be from the projects listed above.
 - iv. List, describe and certify any litigation, arbitration, or claims filed by your firm against any project owner because of a contract dispute, claim filed against your firm or termination from a project.
 - v. Applicant's capacity and intent to proceed without delay if selected for this work.
 - vi. Type and amount of self-performed work.
 - vii. Identify all major subcontractors that may participate and their relevant experience as identified above (Form "B").
 - viii. technical exceptions and clarifications.
 - d. Proposed timeline for:
 - i. Salvage
 - ii. Demolition
2. Options for Foundations
- a. Complete removal of Water Tank, MCC Building, and Pump House foundations. With the DERF foundation being cut down to five (5) or ten (10) feet below grade. Grade will be given at the mandatory pre-proposal meeting.
 - i. Backfill option for the three story DERF hole, grind concrete to 4" minus or smaller
 - b. Additional options for foundation
 - i. Propose alternate ideas
3. Commercial Proposal Requirements
- a. Proposal forms: Complete the commercial proposal form in Form "C" in entirety.
 - b. Acknowledgement of addendums received.
 - c. Acknowledgement of contract requirements:
 - i. Agreement
 - ii. General Conditions
 - iii. Insurance and Bonding Requirements

- d. Commercial exceptions and clarifications
- e. Schedule of Values
 - i. Showing costs of various branches of work
 - ii. This breakdown will be used to budget monthly payments

Cost is to be submitted in the Commercial Proposal. Inclusion of any cost or pricing data within the technical proposal may result in your proposal being judged as non-responsive.

PROPOSAL SCHEDULE

Proposal Release Date	March 22, 2017
Mandatory Pre-Proposal Meeting	April 20, 2017 10:00 a.m. MST
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Award	June 1, 2017 (20 days after due date)

PROPOSAL RESPONSE FORMAT

Proposals will consist of technical proposal, commercial proposal, vendor qualifications/experience, and references.

All proposals must include:

1. **RFP Form.** The District’s Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two-page executive summary should briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must, at a minimum, fully address the scope, technical, commercial specifications, and clearly indicate any options or alternatives proposed.
4. **References:** Provide a list of three (3) firms and/or public agencies, who have items or services. References are to include Name, Address, Contact, Title, Phone Number, and Date.
5. **Protected Information.** All protected information must be included in this section of the proposal response. Do not incorporate protected information throughout the proposal. Rather, provide a reference in the proposal response directing readers to the specific area of this Protected Information section.
6. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form. Cost proposals are to divulge fully anticipated costs for each item listed, any additional options, and total cost of all equipment.

Cost is to be submitted as a separate document. Inclusion of any cost or pricing data within the technical proposal may result in your proposal being judged as non-responsive.

INSURANCE

Until Final Completion or termination of this Agreement, Contractor shall have in effect, at a minimum, the insurance coverage and endorsements set forth below (the “Required Insurance”) with an insurance company licensed to do business in the state where the Services will be performed. The Contractor shall bear the cost of all Required Insurance. Such insurance shall be maintained with standard industry policy forms to underwrite and assume any liability arising from Contractor’s performance of its Services under this Agreement. Before performing Services hereunder, Contractor shall provide Owner with Certificates of Insurance as required by this Section.

1. Contractor shall have in effect until Final Completion or termination the following:
 - a. Worker’s Compensation. To the extent required by law, Worker's Compensation and Employer's Liability insurance covering all claims by or in respect to the employees of Contractor providing:
 - i. Coverage for the statutory limits of all claims under applicable laws;
 - ii. Employer's Liability Insurance with minimum limits of US\$500,000 for all personal injuries and death in one accident; and
 - iii. Voluntary Compensation Insurance covering all employees not subject to applicable Worker's Compensation laws.
 - b. CGL. Commercial General Liability insurance of US\$1,000,000 per occurrence for any one accident covering bodily injury to or death of persons and/or loss of or damage to property of third parties and US\$2,000,000 policy annual aggregate, with the same limits also applying to Products / completed operations liability extensions. Such insurance shall:
 - i. Include a standard endorsement or policy extension providing that Owner is included as an Additional Insured under Contractor’s Commercial General Liability policy;
 - ii. Include a provision that such insurance is primary insurance with respect to the interest of Owner and that any other insurance maintained by Owner is excess and not contributing insurance with the insurance required hereunder; and
 - iii. Not contain any exclusions for damage to underground property, collapse of structure, or damage resulting from explosion or blasting.
 - c. Auto. Automobile Liability insurance to cover owned, non-owned, or hired vehicles in the amount of US\$1,000,000 per each occurrence and covering bodily injury to or death of persons, and loss or damage to property of persons. Such policy will include a standard endorsement or policy extension providing that Owner is included as an Additional Insured under Contractor’s Commercial Auto Liability section.
 - d. Excess. Umbrella or Excess Liability insurance in the amount of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate. Such policy will include a standard endorsement or policy extension providing that Owner is included as an Additional Insured under Contractor’s Umbrella and/or Excess Liability.
2. All insurance policies purchased by Contractor, whether or not specified herein as Required Insurance, shall contain provisions that insurers and/or underwriters will waive rights of recovery (commonly called “Waiver of Subrogation”) against Owner, its senior officers, directors, employees, affiliates and municipal agencies supporting the Owner facilities.

3. Prior to performing any Services hereunder, Contractor shall provide to Owner Certificates of Insurance for each above-identified insurance policy that reflects the coverage required herein and all extensions of coverage. Should the Services progress beyond the expiration date of any Required Insurance, Contractor will provide renewal Certificates of Insurance prior to the renewal policy's inception dates.
4. Each policy in the Required Insurance herein will contain provisions that such will not be materially changed or canceled without at least 30 days' prior written notice to Owner.
5. Upon demand, Contractor shall promptly furnish to Owner copies of the policies of insurance as required herein, which shall be deemed Confidential Information, except Owner shall have the right to disclose such policies to the extent necessary to pursue claims hereunder.
6. The effecting of the insurance set out herein shall not in any way limit, alter or affect the liability and obligations of Contractor under this Agreement, at common law, in equity, by statute or otherwise.
7. Without the prior written consent of Owner, the Contractor shall affect all Required Insurance with insurance providers having an A.M. Best rating of A- VII or better. Should any insurance company which is providing insurance required by this Agreement fall below an A- VII rating, the Contractor shall promptly notify Owner and effect replacement coverage which complies in all respects with this Section.
8. Should Contractor sublet any of the work to a Subcontractor, Contractor shall require subcontractor(s) comply with all provisions of this Section, including but not limited to (i) Owner's status as Additional Insured under Subcontractor's applicable policies, (ii) all Subcontractor policies granting Waivers of Subrogation against Owner, and (iii) Subcontractor's policies being primary to and with Owner's policies considered noncontributory to Subcontractor's insurance.

BONDING REQUIREMENTS

Contract security will be provided via a performance and payment bond for the contract value. The successful proposer will provide the required bonds at contract execution

PROPOSAL EVALUATION CRITERIA

Wasatch officials will review all proposals submitted and select the top-rated proposal.

Wasatch may also request a personal presentation to be made. The District may request **Best and Final** offers based upon improved understanding of the offers or changed scope of work. Based on the initial proposals and Best and Final offers, if requested, the panel will select the proposal which best fulfills the requirements and provides the **best value** to the District. Wasatch's Purchasing Department will negotiate with that vendor to determine final pricing, and contract form. Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of bids. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

Evaluation of the proposals is expected to be completed within 20 days after their receipt. The lowest price proposal will not necessarily be selected, and technical proposals may be weighed more heavily than costs to insure Wasatch is procuring best value versus lowest price.

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

<u>POINTS</u>	<u>EVALUATION CRITERIA</u>
5	<p>Experience and qualifications</p> <p>Of the firm/team, including the firm's, and all subcontractors' qualifications to produce the desired outcomes (including its/their ability capacity, skill, and financial strength, and the number of years' experience each has in providing the required services); the various team member's successful experience in working with one another on previous projects.</p>
5	<p>References</p> <p>Three (3) client references for which the vendor has had demonstrated experience in performing similar services. Past performance on projects of similar size and scope, including but not limited to the ability of the firm/team to deliver projects within established schedules and budgets. References must include project name, summary of activities, client name, address, contact name and telephone number.</p>
10	<p>Business plan</p> <p>Including description of the proposed salvage and demolition teams, proposed salvage and demolition team's organization structures, interrelationships, and interactions, detailed plan of proposed approach (including major tasks and sub-tasks), proposed service quality plan, resumes of all managers/senior level supervisors who will be involved in providing the required services</p>
5	<p>Schedule</p> <p>Committed date/schedule for completing Salvage and Demolition of the DERF, as well as the overall Project schedule from the Notice-to-Proceed date.</p>
75	<p>Cost.</p> <p>Points are awarded for cost based upon the following formula:</p> $P_{\text{awarded}} = \left(1 - \left(\frac{C - L}{L}\right)\right) \times P_{\text{available}}$ <p>Where: P_{awarded} = Points Awarded C = Proposal being Evaluated L = Lowest Cost Proposal $P_{\text{available}}$ = Points Available based on Cost</p>

If the formula results in a negative number zero points will be awarded.

Detailed response may be weighted more heavily than costs so that a superior detailed response, which may cost more, may be selected as the best value to Wasatch.

All proposals, offers and counter-offers, prior to contract negotiation, will be extended through the Wasatch Purchasing Agent, whose name, email address and telephone numbers are shown on title page.

AWARD OF PURCHASE ORDER CONTRACT

Award shall be made to the vendor whose proposal is the most advantageous to Wasatch taking into consideration price and the other evaluation factors set forth in this request for proposals.

Wasatch reserves the right to award the contract(s) to a technically qualified lower cost vendor in the event the high scoring offer is determined to not be the best value offered to Wasatch, based on a cost benefit analysis.

GENERAL PROVISIONS

PROPOSALS

Cash discount must be shown on proposal; otherwise prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

This Request for Proposal shall result in a firm, fixed price contract to purchase.

In case of default by the vendor, Wasatch may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the District. Prices paid by Wasatch shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

All prices and proposals must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the proposal.

A responsible officer or employee must sign with the firm's name and all proposals. Obligations assumed by such signature must be fulfilled.

SUBMISSION OF PROPOSALS

Each proposal must be submitted in a sealed envelope with a proposal number and closing date on the outside. Each proposal must be signed as indicated above.

Information must be furnished complete in compliance with the terms, conditions, provisions and specifications of the Request for Proposals. The information requested and the manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Accordingly, Wasatch reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information is provided.

Proposals shall be for the total net price excluding State of Utah sales tax, delivered F.O.B., Wasatch Integrated Waste Management District. Proposals and modifications or corrections thereof received after the closing time specified will not be considered.

If you do not bid, return this Request for Proposals and state the reason, otherwise your name may be removed from our mailing list.

PROPOSAL POSTPONEMENT AND AMENDMENT

Wasatch Integrated Waste Management District reserves the right to revise or amend the specifications up to the time set for opening the proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective sellers. Prospective sellers are defined as those sellers listed on Wasatch Integrated Waste Management District's Request for Proposals list for this material, or who have obtained proposal documents subsequent to the proposal advertisement. If the revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening proposals may be postponed by such number of days as in the opinion of the District shall enable sellers to revise their proposals. In any case, the proposal opening shall be at least five (5) working days after the last amendment, and the amendment shall include an announcement of the new date, if applicable, for the opening of proposals.

SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single seller. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

PROPOSAL WITHDRAWAL

After the proposals are opened, proposals may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the proposal opening, however, proposals may be modified or withdrawn by the Seller's authorized representative in person or in writing. If proposals are modified or withdrawn in person, the authorized representative shall make their identity known and shall sign a receipt for the proposal. Written notices shall be received in the office indicated on this Request for Proposals no later than the exact date/time for the proposal opening.

AWARD

Wasatch Integrated Waste Management District reserves the right to accept proposals, award proposals and/or not award proposals on individual items listed, on group items, or on the proposal as a whole; to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that appears from all consideration to be for the best interest of the District.

In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the equipment/material offered, and the reputation of the equipment/material in general use will also be considered with any other relevant factors.

Notice of proposal award, if proposal is awarded, will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible seller, whose proposal complies, with all the requirements in the Request for Proposals. Receipt of the official Purchase Order

from Wasatch Integrated Waste Management District covering the supplies, materials, equipment, or services as described in the Proposal will indicate the award of the proposal and a contract to purchase.

ORDER ACKNOWLEDGMENT

The successful seller, after receipt of a Wasatch Integrated Waste Management District Purchase Order, shall be required to furnish the Purchasing Agent, when made available, a copy of the factory order acknowledgment or production date(s) for the equipment/material ordered.

CONTRACT ADMINISTRATION

Except as otherwise specifically provided in this Request For Proposals, and the resulting Purchase Contract or Purchase Order, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified. Service may also be made by mail, by placing a notice, submittal or communication in an envelope with the proper first-class postage affixed thereto and addressed as indicated, and depositing said envelope in the United States mail.

MODIFICATION

Wasatch Integrated Waste Management District, at any time prior to the delivery date specified on the resulting Purchase Order or Purchase Contract, may issue a written order for any modifications. Such modifications shall be the result of negotiation and agreement between both parties.

Oral change orders are not permitted. No change in this Request for Proposals or resulting Purchase Order or Purchase Contract shall be made unless Wasatch Integrated Waste Management District gives its prior written approval from the office of the Purchasing Agent. The Seller shall be liable for all costs resulting from any unauthorized changes to the Request for Proposals, Purchase Order or Purchase Contract.

TERMINATION OF CONTRACT TO PURCHASE

If at any time, in the opinion of Wasatch Integrated Waste Management District, upon recommendation of the Purchasing Agent, 1) seller fails to conform to the requirements of this contract; or 2) seller seeks relief under any law for the benefit of insolvent or is adjudicated bankrupt; 3) any legal proceedings are commenced against seller which may interfere with the performance of the contract; or 4) seller has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in any by the terms of the contract, notice thereof in writing may be served upon them, and should they neglect or refuse to provide means for a satisfactory compliance with the contract as directed by the Purchasing Agent within the time specified in such notice Wasatch Integrated Waste Management District in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the seller and their sureties, who will be liable thereof. In the event of such termination, all monies due the seller or retained under terms of the contract shall be forfeited to the District; but such

forfeiture will not release the seller or their sureties from liability for failure to fulfill the contract.

ASSIGNMENT AND SUBCONTRACTING

The seller shall not assign or subcontract the work or any part thereof, without the previous written consent of Wasatch Integrated Waste Management District, nor shall they assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, not claim for money due or to become due hereunder shall be asserted against Wasatch Integrated Waste Management District, or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District. In case the seller is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by them, the seller upon notice from the District shall immediately terminate their subcontract. The seller shall be fully responsible and accountable to Wasatch Integrated Waste Management District for the acts and omissions of their subcontractors and of persons directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them. Nothing contained in this contract shall create any contractual relation between any subcontractor and Wasatch Integrated Waste Management District.

LEGALITY

If any provisions of this Request for Proposals shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

COMPLIANCE WITH LAWS AND REGULATIONS

All materials, parts and equipment furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of Utah and OSHA. The seller shall, if requested by The District, supply certification and evidence of such compliance.

RETENTION OF RECORDS

The seller shall be required to retain any records necessary to document the charges for goods to be provided or services to be performed and make such records available to Wasatch Integrated Waste Management District for inspection at the request of the District for a period of four (4) years.

PROPOSAL CONTENTS

This proposal consists of the Request for Proposals, Proposal, Provisions, Specifications, Attachments and other terms and conditions as are attached or incorporated by reference in the schedule of the Request for Proposals.

Wasatch Integrated Waste Management District Purchase Order/Contract Terms and Conditions

ACCEPTANCE OF THIS PURCHASE ORDER BINDS THE CONTRACTOR TO ALL THESE TERMS AND CONDITIONS AND ALL THE TERMS, CONDITIONS AND PROVISIONS INCLUDED IN THE SOLICITATION OFFERED RELATING TO THIS PURCHASE ORDER.

1. **AUTHORITY:** Provisions of the Purchase Order/Contract are pursuant to the authority set forth in the purchasing policies of Wasatch Integrated Waste Management District. Mandatory applicable federal laws and regulations also apply.
2. **CONTRACT JURISDICTION:** The terms, conditions, and provisions of the Purchase Order/Contract shall be governed by the laws of the State of Utah.
3. **PRICE AND EXTRA CHARGES:** Prices to be paid for item(s) ordered are the prices listed on this Purchase Order/Contract, which include all shipping and delivery charges, unless otherwise described on this order. If the price is not stated in this agreement items shall be invoiced at price last quoted or charged to Buyer, and this order must not be filed at a higher price without prior written consent from Buyer. No additional charges, including charges for boxing, packing or shipping will be paid by Buyer unless specifically provided for in the purchase order.
4. **PURCHASE ORDER NUMBER:** Purchase Order/Contract Number must be clearly shown on shipping labels, packing slips, invoices and correspondence relating to this purchase.
5. **INVOICING:** SELLER WILL, AFTER DELIVERY, PROMPTLY SUBMIT A CORRECT INVOICE TO WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT. Invoices shall contain Buyer's purchase order number, description of supplies or services, quality, size, unit price and extended totals. Contractor agrees that the District has a right to adjust any invoice that reflects incorrect pricing. Quantity shortages and rejected or returned items will require the submittal of an additional invoice, indicating the shipment of the replacement items. Where cash discounts apply, the period for computing a cash discount shall begin on the date a correct invoice, including any adjustment for damage or incomplete shipment, is received by Wasatch Integrated Waste Management District. Discounts will be taken on the total amount of the invoice.
6. **PAYMENT OF INVOICES:** Invoices will be paid in accordance with the terms stated on this purchase order. If no terms are stated on the purchase order/Contract, invoices shall be paid based on a net 30 days term.
7. **DELIVERY:** Orders must be shipped directly to Wasatch Integrated Waste Management District at address specified. Shipments must be made in accordance with the item(s) as described and priced on the order. Also, orders must be shipped F.O.B. destination,

unless other shipping instructions are described in this order. ALL ORDERS MUST BE SHIPPED PROMPTLY (ON REQUESTED SHIP DATE), UPON RECEIPT OF ORDER. All items listed on this Purchase Order are subject to the approval of the Wasatch Integrated Waste Management District. Items rejected by Wasatch Integrated Waste Management District for not conforming to specifications in this order shall be at Contractor's risk.

8. **WARRANTY:** Seller expressly warrants that all work and goods covered by this purchase order have an unencumbered title, are free from defects, latent and patent, shall be of good and merchantable quality for the intended purpose for which it is sold, fit for its intended use, shall not infringe on any patent, trademark or copyright and will exactly conform to this purchase order and to all applicable specifications, drawings, descriptions, and samples furnished by Buyer of Seller. Workmanship will be performed and provided in accordance with Buyer's current quality and technical specifications. This warranty shall survive delivery and shall not be deemed waived by Buyer's acceptance of such work or goods or by payment of such goods.
9. **INDEMNITY:** Seller agrees to indemnify, save harmless and release Wasatch Integrated Waste Management District, including all officers, agents and employers from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this contract by the contractor, its officers, agents, volunteers, employees or sub-contractors.
10. **INDEPENDENT CONTRACTOR:** Seller shall be an independent contractor, and as such shall have no authorization, express or implied to bind Wasatch Integrated Waste Management District to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for Wasatch Integrated Waste Management District , except as expressly set forth herein.
11. **CONFLICT OF INTEREST:** Seller represents that none of its officers or employees are officers or employees of the Wasatch Integrated Waste Management District unless disclosure has been made. Further, contractor certifies that it has not offered or given any gift or compensation, to any officer or employee of Wasatch Integrated Waste Management District, to secure favorable treatment with respect to being awarded this Purchase Order.
12. **DISCRIMINATION ACT:** Seller agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A., 1953, as amended, and the Title VII of the Civil Right Act of 1964 (42 USC 2000e), which prohibit 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 age, and Section 504 of the Rehabilitation Act of 1973 of the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities.

13. **CANCELLATION OR REVISION:** This Purchase Order may be changed, revised or canceled only by the Purchasing Agent giving written notice to the contractor. Buyer may at any time by written order; make changes in the goods of work ordered or require additional goods of work. If such changes cause an increase or decrease in Seller's cost or in the time required in Seller's performance, and equitable adjustments shall be made and this purchase order shall be modified in writing Buyer reserves the right to cancel or suspend all, or from time to time, any undelivered or unexecuted portion of this order (a) with cause if Seller fails to make any delivery or fails to perform any work as scheduled, or if Seller breaches any of the other terms hereof; or (b) without cause, upon written notification to Seller. Buyer will reimburse for Seller's expenses, which shall not include loss of profits, resulting directly from any cancellation or suspension made without cause, which amount shall not exceed the applicable pro rata portion of the purchasing price. Seller shall be responsible to each other for failure to conform to this purchase order due to causes beyond their control such as floods, civil commotion, war, riot, act of God, fires and embargoes.
14. **ACCEPTANCE:** Acceptance is limited to the terms of this purchase order, including the terms and conditions set forth in this document. Seller's shipment or delivery of goods or performance of work ordered constitutes Seller's acceptance of such terms irrespective of any additional or different terms contained in Seller's quotation, acknowledgement or other communications. No such additional or different terms shall be binding upon Buyer unless set forth in a written document signed by Buyer's authorized representative.
15. **DELIVERY/FORCE MAJEURE:** Time is of the essence and Seller will comply with shipment dates and delivery schedule without delay. Buyer reserves the right to reject any shipment or portion thereof which does not conform to this order and to return such shipment at seller's expense and risk. All expenses, penalties and other consequential damages which are incurred by Buyer due to delays in Seller's shipments or Seller's rejected shipments will be borne by Seller. Neither Buyer nor Seller are responsible to each other for failure to conform to this purchase order due to causes beyond their control such as floods, civil commotion, war, riot, act of God, fires and embargoes.
16. **PATENT INFRINGEMENT/PROPRIETARY INFORMATION:** Seller agrees to, at Seller's expense, defend, protect and save Buyer harmless against all suits and from all claims, demands and damages for actual or alleged infringement of any patent, patent rights, trademark, trade name, trade secret or propriety rights by reason of our use or resale of the goods covered by this order except insofar as any such suit, claim, demand or damage is directly attributable to such goods being manufactured by Seller Buyer's design. All drawings, tracings, blueprints, specifications, reports, work papers, molds, patterns or tooling furnished by Buyer to Seller shall be and remain the property of Buyer. Seller shall not use or retain said documents or materials in any way other than as approved by Buyer in writing, nor shall Seller disclose said documents or any part thereof to any person without prior written consent of Buyer. In addition, any drawings,

tracing, blueprints, specifications, reports, work papers, molds, patterns or tooling developed by Seller in work performed to fulfill this purchase order are for the exclusive use of Buyer. Such designs shall not be incorporated in products for any other party without prior written consent of Buyer.

17. **COMPLIANCE WITH LAW/DEFENSE OF CLAIMS:** In the performance and production of the work and goods covered by this order, Seller agrees to comply with the applicable provisions and stipulations of all federal, state and local laws, rules and regulations. Seller will cooperate in the defense of any claim arising out of the use of goods covered under this purchase order, and will exchange any information regarding these goods within their knowledge that Buyer may request. Seller will make available representative(s) for the purpose of testimony in any litigation involving the goods covered under this purchaser order. Seller shall bear its own expenses in the defense of such claims unless otherwise agreed to and documented elsewhere in this purchase order.
18. **INSURANCE COVERAGE:** Seller agrees at all times in connection with any such work to carry adequate insurance for public/auto liability, general liability and property damage insurance to comply with applicable workers' compensation laws and may be required to furnish Buyer with certificates evidencing such insurance, describing the risks covered and the policy limits, evidencing Seller's compliance with workers' compensation laws.
19. **ASSIGNMENTS:** Seller may not assign its rights or delegate its duties hereunder without prior written consent from the Buyer's authorized representative. If Seller shall become bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Seller, or if a receiver is appointed for Seller, or if there is a change in Seller's ownership control, Buyer shall have the right to terminate this purchase order upon written notice and take possession of goods, equipment and documentation funded by this purchase order. The benefits of this purchase order shall extend to Buyer.
20. **SEVERABILITY:** If a court finds part of this purchase order to be invalid or if the law nullifies part of this purchase order, all other conditions shall remain intact.

CERTIFICATION OF PROPOSAL

We have read the Wasatch Request for Proposal and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the proposal requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by Wasatch.

We further certify that, since the receipt of this RFP, no contact, discussion, or negotiation has been made nor will be made regarding this proposal with any District employee other than the listed contact people in the RFP. We understand that any such contact could disqualify this proposal.

We further certify that we are properly licensed to conduct business within the scope of this RFP, in the State of Utah.

We certify that all schedules and addenda contained herein shall be considered part of the entire RFP response and that the complete document submitted shall be considered a legally binding document.

Submitted by:

Firm Name

Authorized Signature

Name and Title

Telephone

ORGANIZATION/CONSTRUCTION TEAM

Company Name _____

Project Coordinator Name/Title _____

Address _____

Phone _____

Fax _____

Company History/Profile:

Description of Administration:

Local Facilities:

Support Staff & Level of Certification:

Total Local Staff:

Proposed Subcontractors

Submit on attached supplement to proposal form.

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM**SUBCONTRACTOR'S LIST**

This Supplement to Proposal shall be completed and submitted by the full-service salvage/demolition company at the time of receipt of proposals. Provide only the subcontractor's name whose proposal was used and who will be doing the work for each area of work at the time of receipt of proposals.

ALL SUBS MUST BE LISTED

- Any additional subcontractors identified in the bid documents shall also be listed.
- WASATCH may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- Bidder must list "Self" if performing work itself.

LICENSURE:

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

BIDDER LISTING 'SELF' AS PERFORMING THE WORK:

Any bidder that is properly licensed for the particular work and intends to perform that work itself in lieu of a subcontractor that would otherwise be required to be on the subcontractor list, must insert the term 'Self' for that category on the subcontractor list form. Any listing of 'Self' on the sub list form shall also include the amount allocated for that work.

'SPECIAL EXCEPTION':

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. Wasatch must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, Wasatch shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sub list

Form B. Continued

form shall also include amount allocated for that work.

GROUND FOR DISQUALIFICATION:

Wasatch may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of Wasatch. Wasatch may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by Wasatch to be unqualified to do the Work or for such other reason in the best interest of the Wasatch. Notwithstanding any other provision in these instructions, if there is a good faith error on the sub list form, at the sole discretion of the Wasatch, the Wasatch may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Wasatch. If such correction is submitted timely, then the sub list requirements shall be considered met.

CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Wasatch based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the Wasatch and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Wasatch to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) Wasatch will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

EXAMPLE:

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00/ % of contract	123456789000
LANDSCAPING	"Self"	\$300,000.0/ % of contract 0	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	\$298,000.00/ % of contract	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: \$350,000.00/ % of contract	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

Proposer Schedule

Description of Proposed Item	Proposed Date
DERF Salvage Start	TBD
DERF Demolition Starts	TBD
Substantial Completion	TBD

INSTRUCTIONS TO PROPOSERS

ADDENDA OR BULLETINS

Any addenda or bulletins issued during the time of proposing, or forming a part of the Documents loaned to the Proposer for the preparation of his Proposal, shall be covered in the proposal and shall be made a part of the Contract.

INSURANCE POLICIES

Prior to signing contract, the Contractor shall affect Contractor's Liability Insurance, and other policies as stipulated in the General Conditions. Such policies shall be properly executed and shall have the approval of the Owner before proceeding.

SUBCONTRACTOR'S LIST

The Contractor shall complete the list of subcontractors included as part of the proposal. Proposals will be rejected if the subcontractor's list is not included or incomplete.

APPROVAL OF SUBCONTRACTORS

The Owner reserve the right to reject any subcontractor(s) listed by the General Contractor and nominate another proposer subcontractor(s) in place of the one(s) rejected. Should the Owner select another subcontractor, the cost difference shall be adjusted to the base proposal.

QUALIFICATIONS

The Contractors' and subcontractors' past performance, organization, equipment and ability to perform and complete their contracts in the manner and within the time limit specified, along with the cash amount of the proposal, will be considered by Wasatch in the letting of the Contract.

SCHEDULE OF VALUES

The Contractor shall, before starting his work, submit to the Owner a cost breakdown showing the cost of various branches of the work, the total amount equaling the Contract price. This breakdown shall be used as the basis for the payment of monthly estimates. This breakdown will be submitted and approved by Owner.

AWARD OR REJECTION OF PROPOSALS

The Contract will be awarded to the most qualified and responsible Proposer complying with these instructions and with the Notice to Contractors. Wasatch, however, reserves the right to reject any or all proposals and to waive any informality in proposals received.

PRE-BID CONFERENCE

A pre-bid conference will be held at the Davis Energy Recovery Building, 3404 North 650 East Layton, Utah 84041, on Thursday April 20, 2017 at 10:00 a.m. All proposers must attend the conference.

LICENSES

Proposers are required to submit Wasatch a copy of their State of Utah license, including a statement of licensure limits. If proposer has requested an increase of monetary licensure limits, a copy of the request must be attached to the proposal at the time the proposal is submitted to WIWMD.

RETAINAGE

Amounts withheld as retainage will be held in an interest-bearing account.



CHANGE ORDER # _____

CONTRACTOR:
PROJECT NAME: Full-Service Salvage/Demolition
PROJECT NUMBER: RFP2017-05
CONTRACT NUMBER:
DATE:

CONSTRUCTION CHANGE DIRECTIVE NO.	PROPOSAL REQUEST NO.	AMOUNT		DAYS	
		INCREASE	DECREASE	INCREASE	DECREASE

	AMOUNT	DAYS	DATE
ORIGINAL CONTRACT			
TOTAL PREVIOUS CHANGE ORDERS			
TOTAL THIS CHANGE ORDER			
ADJUSTED CONTRACT			

Owner and Contractor agree that the terms, contract sum, scope of the Work and time specified in this Change Order shall constitute the full accord and satisfaction, and complete adjustment to the Contract and includes all direct and indirect costs and effects related to, incidental to, and/or reasonably implied from such change in the contract terms, sum, scope of the Work and time.

Contractor: _____ Date

WASATCH: _____ Date

Funding Verification: _____