

**UTA CONTRACT 24-03825BCM****INVITATION FOR BID****Cover Sheet**

<b>General Information</b>		
Project Name	Waste-Management Collection and Disposal	
Project Description	The Utah Transit Authority (UTA) seek a source to provide Waste Management Services, to seventeen (17) UTA locations, for the collection, pick-up, and disposal of Commercial Solid Waste and Recyclable Materials.	
Project Start Date/Length	Approximately April 2024 / Five Years (5yr) Term	
Contract Type	Firm Fixed Price	
UTA Project Manager	Guy Miner (Facilities Maintenance Manager)	
Funding Source	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> State <input type="checkbox"/> Federal
<b>Procurement Process Information</b>		
IFB No.	24-03825BCM	
Contract Administrator	Brent Miller 669 West 200 South Salt Lake City, Utah 84101 (801) 236-4754 brmiller@rideuta.com	
This procurement will be an Invitation for Bid (IFB)	Award will be made to the Bidder with the most Responsive-Responsible bid that has the lowest Aggregate (Overall) Price.	
IFB Schedule:		
A) Issue Invitation to Bid	February 1, 2024, 2:00 pm MST	
B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA	February 8, 2024, 2:00 pm MST	
C) Last day for UTA to issue addenda and clarifications	February 15, 2024	
D) <b>Deadline to submit bids</b>	<b>February 27, 2:00 pm MST</b>	
<b>Included as part of this IFB</b>		
Part 1 – Project Specific Information		
Part 2 – Procurement Process Information		
Part 3 – Standard Solicitation Terms		
Part 4 – Standard Contract Terms / Sample Contract		
Part 5 – Forms		
<b>Bid Contents</b>		
Page Limit	10 pages	

<p>Cover pages, table of contents, divider tabs, resumes, the Bid Sheet, and required forms do not count toward the page limit.</p>		
<p><b>Submittal Instructions</b></p> <ul style="list-style-type: none"> <li>• Use SciQuest to record price and provide one (1) electronic copy of the completed and signed Part 5 Declarations, Offer and Acceptance, in pdf format, shall be uploaded to SciQuest on or before the deadline referenced above. See Part 2 &amp; 3 of this IFB for further instructions.</li> </ul>		
<p><b>Required Forms</b> To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below:</p>		
<p><input checked="" type="checkbox"/> SciQuest Bid Competed</p>		
<p><input checked="" type="checkbox"/> Bidder's Signed Part 5 Declarations and Offer (must be uploaded in SciQuest in pdf format)</p>		



# INVITATION FOR BIDS

## Part 1 – Project information

**GENERAL OVERVIEW:** Utah Transit Authority (UTA) seeks bids from qualified firms to provide Waste Management Services to seventeen (17) UTA site locations plus more as needed, for the collection, pick-up, and disposal of Commercial Solid Waste and Recyclable Materials, over a five (5) year period.

Vendor must furnish all goods and/or services for; labor, material, equipment (i.e. bins, containers, dumpsters), transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete all the requirements as referenced in this IFB.

The description provided represents UTA’s exact requirements. Nothing less than the specifications listed will be accepted as a complete bid. Bid pricing must be entered on the State of Utah’s procurement portal “SciQuest” for this IFB under the ‘Item’ section and include all requirements as described in the item detail. UTA is Tax exempt.

UTA intends to award this IFB to one Vendor based on the most responsive-responsible bid with the lowest Aggregate (Overall) Price for all locations and bin sizes. This IFB will become the final Contract Agreement upon UTA’s acceptance of the lowest responsive-responsible bid for the total aggregate bid amount and completed signatory approvals of Part 5 herein.

**PREREQUISITES:** Bidder must meet the following prerequisites to participate in this IFB.

- 1) Bidder must upload to SciQuest a current copy of its W-9 with bid submittal.
- 2) UTA is Tax Exempt please do not include taxes on bid or invoicing.
- 3) All Questions and Answers must be asked through SciQuest during the Q&A period of this IFB.
- 4) Bidder must have a minimum of 5 years’ experience providing Waste Management Services for the collection, pick-up, and disposal of Commercial Solid Waste and Recyclable Materials.
- 5) Bidder must have the ability for credit card (P-Card) transactions and not charge additional fees for credit card transactions or payments as an alternate payment method for purchase transactions less than \$5000.00 USD.

*A Bidder's failure to follow the format specified may be considered non-responsive.*

**CONTRACT PERIOD:**

The Contract shall commence upon the last signature date as indicate on the signature page (pg #23). The contract shall be in full force and effect for a five (5) year period, to start on or before April 25, 2024 and terminate April 24, 2029. This contract period may be extended if Vendor and UTA mutually agree to an extension evidenced by a written Change Order.

The expectation is that the Bidder(s) will provide all services and support necessary to fulfill all requirements set forth in this IFB for the duration of this contract period.

**SCOPE OF SERVICES:**

Vendor must be able to provide service support for all site locations as indicated in this IFB.

Vendor must have the ability for credit card (P-Card) transactions and not charge additional fees for credit card transactions or payments as an alternate payment method for purchase transactions less than \$5000.00 USD. All other Invoicing and payment must be in accordance with this IFB, and the Invoicing & Payment instructions as stated in Part 4 Section 10 a&b of this IFB.

Vendor must provide waste-management services required to furnish all labor, equipment (bins/containers/dumpsters), materials, transportation, supervision, and expertise (collectively referred to as "Services") necessary for the proper collection, pick-up, and disposal of Commercial Refuse Solid Waste (Trash) and/or Recyclable Materials at UTA's seventeen (17) site locations . Vendor to schedule collection service for the site locations and dates as defined in the Bid Schedule below.

Vendor will be responsible for the collection, pick-up, and disposal of solid waste and recyclable material throughout the entire waste-management process; and bears the responsibility of having a comprehensive knowledge of federal, state, and local regulations. Regulations relating to recycling are primarily set at the local and State level, and they have been changing at a moderate rate in the last couple of years. As government bodies aim to reduce the amount of waste going to landfills, the Vendor will be required to keep up with the changing regulations.

Vendor is not required to collect hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Vendor must notify an authorize UTA Facilities Supervisor or a Supervisor of the site location and leave in a prominent location a notification tag identifying the specific problem(s) and reason(s) for rejecting the materials for collection. The notification must also include the Vendor's point-of-contact for further information about proper disposal options. Failure to provide proper notification of the reason for rejecting materials for collection will be considered a missed collection and will be subject to a price reduction against the collection service, due to lack of proper customer notification.

Vendor must maintain the area around each bin/container/dumpster by cleaning up and collecting any litter or overflowing materials if necessary. If a bin/container/dumpster is filled to overflowing, it should be collected more frequently as approved by an authorized UTA Facilities Supervisor.

With respect to recyclable materials, Vendor will not charge UTA for contaminated products. It will be the responsibility of the Vendor to mitigate contamination.

Vendor must deliver, within two (2) weeks from the receipt of the awarded contract, all required bins/container/dumpsters to all site locations as indicated in the Bid Schedule below.

**Service Hours:**

All collections and/or drop-off services will occur during standard work week Monday – Friday between the hours of 7:30am – 5:00pm MT or as authorized by UTA's Facilities Supervisor.

**Service Adjustments:**

UTA reserves the right to adjust for changes in: site locations, service frequency, time, quantities for bins/containers/ dumpsters, and sizes, depending on the needs of each site location.

Vendor will have 3-, 4-, 6-, 8-, & 30-YD Roll-off containers available for On-Call/Temporary use as needed.

The Vendor must first notify UTA's Facilities Supervisor in writing before any additions, relocations, or removals are made, and verify the current list of bins/containers/dumpsters, and their locations.

**Contact List for UTA Facilities Supervisors:**

Name	Responsible for Site Locations (#)	Phone#	Email
Rod Wilson	Meadowbrook (1) & Riverside (9)	801-448-2696	gminer@rideuta.com
Clay Mecham	Warm Springs (2), Central Garage (3), MT Ogden (12), Ogden Transit (13), SLC Hub (15), Depot District (17)	801-310-4401	clmecham@rideuta.com
Johnny Johnson	FLHQ (4), Fare Collection (5), UTA Police HQ (11), Timpanogos (14), Mobility Ctr (16)	801-557-7637	jjohnon@rideuta.com
Dallan Ward	UTA Firehouse (6), Training (7), Jordan River (8), Rail Service Midvale (10),	801-514-0311	dward@rideuta.com

**Product Characteristics & Specifications:**

- 1. Solid Waste:** Includes garbage, refuse, solids, simi-solids for collection and disposal services.
- 2. Recyclable Material:** Includes plastic, glass, paper, metal, electronic waste, and construction waste for collection and disposal service. Vendor must provide recycling services to collect recyclable materials and operate facilities that remove recyclable material from the general waste stream.
- 3. Bins/Containers/Dumpsters:** Vendor will provide and maintain all bins, containers, dumpsters ranging from 3-yard and up, that are necessary for the proper collection, pick-up, and disposal of all commercial solid waste and recyclable materials. Vendor must clearly mark and/or label bins, containers, dumpsters that will be used for "Recyclable Materials".

**PRICE OFFER - PRICING:**

The Contract will be Firm Fixed Price - Bidder must use the State of Utah's procurement portal 'SciQuest' to access File "24-03825BCM Waste-Management Collection and Disposal" and select 'Items' to view the product line item(s) detailed to enter and submit its bid pricing for each describe item for this IFB. The Item Price must be based on Bidder's best price rate (to include any applicable discounts) for the Item Quantity "Qty" and Unit of Measure "UOM" as stated on the Item List and for the service frequency, and site location as defined in the full description for each item listed in SciQuest for this IFB. UTA will not be responsible for or pay for any costs, charges or fees not included or identified in the offer.

*A Bidder's failure to follow the format specified may be considered non-responsive.*

**PRICE ESCALATION:** UTA will consider price adjustments (increases and reductions) no more than one (1) time annually on March 15<sup>th</sup> of each contract year, to become effective once (1) a year starting April 15<sup>th</sup> of each contract year. Price adjustments will be evaluated and calculated per product item. The Bidder must submit and justify their request for price adjustments in writing and provide written documentation from their suppliers to support any price adjustments. The Bidder must address all items affected by a specific price change at the same time when possible. Price adjustments will not be retroactive; order prices will not be changed until the adjustments are approved through a UTA written change order. UTA must consider requests for product price adjustments within a reasonable time from date of receipt; Bidder warrants that it will not delay delivery of product service items pending changes. If price increases are not mutually acceptable, the contract product service item will be canceled. Requests for price adjustments must be delivered to the UTA Purchasing Department Contract Administrator, attention Brent Miller (Contracts Buyer) via email to: [brmiller@rideuta.com](mailto:brmiller@rideuta.com), or delegate, thirty (30) days prior to the next price adjustment period.

**Vendor Correspondence Support:**

UTA requires all correspondence to be answered within 72 hours of request; site visits for equipment down be addressed within 48 hours from occurrence. Any problems that may arise will be addressed immediately with a UTA representative.

**BID SCHEDULE:**

WASTE-MANAGEMENT SITE LOCATIONS and SERVICE SCHEDULE (as of 1/23/2024)							
SITE LOCATION NUMBER	LOCATION	ADDRESS	CITY	QTY	SIZE	SCHEDULE	Comments
1	MEADOWBROOK DIVISION	3600 S 700 W	SOUTH SLC	2	30YD	1/WEEK THUR	ROLLOFF
				1	3YD	2/WEEK TUE & FRI	
				8	6YD	2/WEEK TUE & FRI	
				1	4YD	2/WEEK TUE & FRI	
				2	4YD RECYCLE	1/WEEK TUE (As Needed)	
	UTA MEADOWBROOK - 30YD TEMP		SOUTH SLC	1	30YD - METAL	ON-CALL	ROLLOFF
2	UTA - WARM SPRINGS	900 N 500 W	SLC	1	30YD	1/WEEK FRI	ROLLOFF
				1	6YD	1/WEEK TH	
				1	4YD RECYCLE	1/WEEK WED	
3	CENTRAL GARAGE - UTA	616 W 200 S	SALT LAKE CTIY	1	6YD	1X PER MONTH - FRI	
4	FLHQ	669 S 200 S	SALT LAKE CTIY	1	30YD	1/WEEK W	ROLLOFF
				1	6YD RECYCLE	1/WEEK W	
			SALT LAKE CTIY	1	6YD	1/WEEK TH	
5	UTA - FARE COLLECTION	420 S 669 W	SALT LAKE CITY	1	8YD	1/WEEK TH	
6	UTA - FIREHOUSE	2340 S 900 W	SALT LAKE CITY	1	30YD	ONCALL	ROLLOFF
7	UTA - TRAINING	221 W 2100 S	SALT LAKE CITY	1	6YD	1/WEEK TH	
8	UTA/JORDAN RIVER FACILITY	2264 S 900 W	SOUTH SLC	2	30YD	ONCALL	ROLLOFF
				1	6YD	1/WEEK T	
				1	4YD RECYCLE	1/WEEK TH	
9	UTA - RIVERSIDE DIVISION	3610 S 900 W	SALT LAKE CITY	1	6YD	1/WEEK T	
				2	3YD	1/WEEK T	
				1	4YD RECYCLE	1/WEEK T	
10	UTA-RAIL SERVICE	613 W 6960 S	MIDVALE	1	30YD	ONCALL	ROLLOFF
				2	6YD	1/WEEK TH	
				1	4YD RECYCLE	1/WEEK FRI	
11	UTA - POLICE HQ	140 W VINE ST	MURRAY/SLC	1	6YD	1/WEEK W	
12	UTA-MT OGDEN DIVISON	135 W 17TH STREET	OGDEN	1	30YD	1/WEEK TH	ROLLOFF
				1	4YD RECYCLE	1X PER MONTH - FRI	
				1	6YD	2/WEEK WED-FRI	
13	UTA - OGDEN TRANSIT CENTER	2393 WALL AVE	OGDEN	1	6YD	2/WEEK M- W	
14	UTA TIMPANOGOS DIV	1100 S GENEVA RD	OREM	2	6YD	3/WEEK M-W-F	
				1	4YD	2/ WEEK M-W	
				1	30YD	1/WEEK TH	ROLLOFF
				1	4YD	ON-CALL	
15	UTA - SALT LAKE CENTRAL HUB	250 S 600 W	SALT LAKE CITY	1	30YD	1/WEEK FRI	ROLLOFF
16	UTA - MOBILITY CTR	4384 S FIRECLAY	MURRAY	2	30YD	2/WEEK T-FRI	ROLLOFF
				1	4YD RECYCLE	1X PER MONTH - TH	
17	DEPOT DISTRICT	714 W 300 S	SALT LAKE CITY	4	8YRD	1/WEEK FRI	

*A Bidder's failure to follow the format specified may be considered non-responsive.*



## INVITATION FOR BIDS

### Part 2 – Procurement Process Information

This procurement will be an invitation for Bids (IFB). Bidder must be able to provide service for all site locations as indicated in this IFB.

UTA intends to award to one Bidder and will be made to the low Responsive and Responsible bidder. The low bid shall be determined by the Aggregate (Overall) Price for servicing all site locations and bin sizes.

#### **BID FORMAT AND CONTENT**

- Bidder must meet the following prerequisites to participate in this IFB. The Bidder must also upload in SciQuest, in pdf format, supporting documentation or evidence of its ability to comply with or meet these prerequisites.
- Awardee will be required to provide a Certificate or Insurance (COI) (i.e. Acord form) that meets the Insurance requirements of this IFB, no later than one (1) week from receipt of UTA's Notification of Intent to Award.
- Bid must be entered in the state of Utah's procurement portal SciQuest.
- Bidder must use the State of Utah's procurement portal 'SciQuest' to access File "24-03825BCM Waste-Management Collection and Disposal" and select 'Items' to view the product line item(s) detailed to enter and submit its bid pricing for each describe item for this IFB.
- Bidder must upload in SciQuest one (1) electronic pdf copy of Bidder's completed and signed IFB Part 5 – Declarations, Offer, and Conflict of Interest Form (pg23).

*A Bidder's failure to follow the format specified may be considered non-responsive.*



# INVITATION FOR BIDS

## Part 3 – Standard Terms of Solicitation

### 1.1 INSTRUCTIONS TO BIDDERS

#### 1.1.1.1 Submission of Bids.

Bids must be uploaded to SciQuest by the “Bid ends” date and time listed on SciQuest. Bids uploaded after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is properly uploaded by the deadline.

Log onto SciQuest at <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>; if you have already registered, login and search by Utah Transit Authority or the RFP number.

If you need to create an account please select “Create Account” and then you can search UTA or the RFP number identified on the Cover Page. If you need assistance please email the Utah Supplier Portal Support at [sciquestadmin@utah.gov](mailto:sciquestadmin@utah.gov). Instructions to Bidders are included in the IFB documents.

#### 1.1.1.2 Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Bids in accordance with this IFB will render the Bid non-responsive. UTA may waive immaterial errors in a Bid at its discretion and as permitted by applicable law.

#### 1.1.1.3 Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA's Procurement Standard Operating Procedures (SOPs), Bids submitted by Bidders in response to this IFB and any accompanying documentation will not be made public until the public bid opening.

If the Bid includes information that the Bidder believes to constitute trade secret or non-public commercial or financial information protectable pursuant to UCA §§63G-6a-305(1) and 63G-6a-305(2) (collectively “Business Confidential Information”), then the Bidder must follow the procedure set forth in UCA §63G-6a-309.

**Additionally, for ease of Bid evaluation, UTA requests that each Bidder also follow the steps identified below:**

- a) Clearly mark all Business Confidential Information as such in its Bid at the time the Bid is submitted and include a cover sheet stating “DOCUMENT CONTAINS

BUSINESS CONFIDENTIAL INFORMATION” and identifying each section and page which has been so marked;

- b) Include a statement with its Bid justifying the Bidder’s determination that certain records are Business Confidential Information for each record so defined;
- c) In addition to the Bid uploaded to SciQuest, upload a second copy of the Bid (as an attachment) that has all the Business Confidential Information deleted, and label such copy of the Bid “Public Copy.” If a Bidder uploads a Bid containing no Business Confidential Information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no Business Confidential Information must so certify in a cover letter to its Bid; and
- d) Defend any action seeking release of the records it believes to be Business Confidential Information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA’s cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Bid, the Bidder agrees that this indemnification survives as long as the Business Confidential Information is in possession of UTA.

All records pertaining to this procurement will become public information after award of the Contract, unless such records are identified as, and lawfully constitute, Business Confidential Information as specified above. No liability will attach to UTA for the errant release of Business Confidential Information by UTA under any circumstances.

#### **1.1.1.4 Submitting Questions to UTA**

Questions must be submitted via the SciQuest Q&A page before the end of the Question and Answer period. UTA’s answers to timely questions will be posted on the SciQuest Q&A page.

#### **1.1.1.5 Requests for Approved Equals or Changes**

Whenever a brand, manufacturer, or product name is indicated in this IFB, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" is considered to follow.

Requests for Approved Equals, Changes, or other exceptions to the IFB (collectively, “Requests”) must be submitted via the SciQuest Q&A page before the end of the Question and Answer period.

Any request for an approved equal or request for change of the IFB must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement.

UTA’s responses to timely Requests will be posted to the SciQuest Q&A page.

It should be understood that specifying a brand name, components, and/or equipment in this IFB will not relieve the Bidder from its responsibility to provide the product in accordance with the performance warranty and contractual requirements. The Bidder shall notify UTA of any inappropriate brand name,

component, and/or equipment that may be called for in this IFB and shall propose a suitable substitute for consideration.

UTA retains the discretion to withhold approval for one or more requested equals if the magnitude of requested approvals exceeds UTA's available resources to allow for adequate evaluation in support of a timely procurement.

**1.1.1.6 Addenda to the Invitation for Bids**

UTA reserves the right to make changes to the IFB, by issuing a written addendum to the IFB or through its responses to questions posted on the SciQuest Q&A page.

**1.1.1.7 Multiple or Alternative Bids**

Submission of multiple or alternative Bids, except as specifically called for in the IFB, may render all such Bids non-responsive and may cause the rejection of some or all of such Bids.

**1.1.1.8 Withdrawal of Bids**

A Bidder may withdraw its Bid from SciQuest before the Bid due date without prejudice to itself.

**1.1.1.9 Cost of Bids**

UTA is not liable for any costs incurred by Bidders in the preparation of Bids submitted in response to this IFB.

**1.1.1.10 Examination of Invitation for Bids**

The submission of a Bid constitutes an acknowledgment upon which UTA may rely that the Bidder: (i) has thoroughly examined and is familiar with the IFB, including the contractual terms in Part 4, (ii) is familiar with any work site identified in the IFB, and (iii) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and/or services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to any contract awarded pursuant to this IFB. No reduction or modification in the Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions. Minor clarifications and/or tailoring of terms and conditions shall be considered.

**1.1.1.11 Firm Offer**

Unless otherwise stated in this IFB, submission of a Bid constitutes an offer to provide the goods and/or services described in the IFB, for the price set forth in the Bid. Such offer must be good and firm for a period of ninety (90) days after the Deadline to Submit Bids.

**1.1.1.12 Disclosure of Organizational Conflict of Interest**

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Bidder is unable, or potentially unable, to render impartial assistance or advice to UTA; a Bidder's objectivity in performing the work identified in this IFB is or might be otherwise impaired; or a Bidder has an unfair competitive advantage. If a Bidder believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its Bid, and describe the measures taken by the Bidder to mitigate such conflict. UTA will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Bidder, or may be mitigated by taking further measures.

#### **1.1.1.13 No Collusion**

By submitting a Bid, the Bidder represents and warrants that its Bid is genuine and not a sham, and that the Bidder has not colluded with any other parties regarding this procurement process. If UTA learns that the Bid is not genuine, or that the Bidder did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, UTA may immediately terminate any resulting contract and seek any remedies available in equity or at law.

#### **1.1.1.14 Federal Requirements. (if applicable)**

If federal funds are being used to finance this project, the Contractor shall also comply with the additional applicable federal terms and conditions listed in Part 6a and submit all applicable certifications, forms and reports listed in Part 6b.

a. UTA eComply Solutions. In addition, where federal funds are being used, the Bidder/Bidder shall submit required labor and subcontractor information to UTA through following portal: <https://uta.ecomply.us>. The information provided shall include the following:

- Set up and maintain contractor login for all persons inputting information in the system
- Description of payments received from UTA and payments made to subcontractors of all tiers including amounts and confirmation of payment
- All certified payroll must be input into eComply Solutions which may be accomplished either through direct input or importation from the contractor's accounting system.
- All subcontract award amounts, date signed, and change orders
- Certified payroll information shall be uploaded on a weekly basis; all other information shall be uploaded or input no less than monthly.

The Contractor shall include this clause in all subcontracts and manage and monitor compliance of all subcontractors within the UTA eComply system

## **1.2 SELECTION PROCESS**

### **1.2.1.1 Public Opening**

This is an IFB and, as such, the Bids submitted in response to this IFB will be subject to a public opening.

### **1.2.1.2 UTA's Procurement Options**

Based on submitted information, UTA may do or take any of the following actions, without limitation:

- Award the contract to the lowest responsive and responsible Bidder who meets the criteria set forth in this IFB.
- Amend and reissue the IFB in order to clarify and correct.
- Cancel the invitation for bids without awarding a contract.

### **1.2.1.3 Responsiveness**

Bids that are conditional, that attempt to modify the IFB requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the IFB may be considered non-responsive. Notwithstanding, minor clarifications/tailoring to terms and conditions may be considered.

### **1.2.1.4 Responsibility**

UTA will not select a Bidder who is deemed by UTA, in its sole discretion, to lack the ability or responsibility to perform successfully under the terms of the contract. Such determination of responsibility may encompass management, technical, legal, and financial matters.

### **1.2.1.5 Checking References.**

The Utah Transit Authority reserves the right to contact any reference specifically named by the Bidder in its Bid or any other additional references as deemed appropriate by UTA, including references suggested by the Bidder's named references or references known to UTA through its own knowledge of the transportation industry.

### **1.2.1.6 Requests for Clarification**

The Bidder shall provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

All requests for Clarification will be in writing via E-mail, responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by UTA.

## **1.3 PROTESTS**

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-1601 et seq. To be valid, a protest must be in writing and be filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these procedures when actually received by the designated recipient by delivery via email to [protests@rideuta.com](mailto:protests@rideuta.com).

All protests must include:

- The name and address, and email address of the protester.
- The appropriate contact person for the protester, to whom all protest correspondence shall be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation: (i) the alleged facts and evidence giving rise to the protestor to claim that it has been aggrieved; (ii) the protestor's standing to protest; and (iii) the legal grounds upon which the protest is based.

The Procurement Officer shall make a written determination regarding the protest. An unfavorable determination of the UTA Procurement Officer is eligible for administrative reconsideration by a panel determined by the Chair of the UTA Board of Trustees. A notice of appeal must be delivered by the Protestor within five (5) calendar days of the date of the Procurement Officer's decision. A notice of appeal addressed as follows:

Chair, UTA Board of Trustees

c/o Utah Transit Authority

669 West 200 South

Salt Lake City, Utah 84101

Attn: Board Coordinator

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any further appeal may only be made pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.* A protesting entity must exhaust administrative appeals prior to filing a judicial appeal pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.*



## INVITATION FOR BIDS

### Part 4 – Contract Terms

“Bidder,” “Vendor”, and/or “Contractor” as used in these UTA Standard Terms and Conditions means the party contracting with Utah Transit Authority (“UTA”) to provide Goods and/or Services to UTA. The terms “Goods” and “Services” are intended to have their broadest meanings. “Goods” includes any equipment, parts, materials, supplies, project deliverables, and work product supplied by Vendor in accordance with the solicitation documents (“Solicitation Documents”) to which these UTA Standard Terms and Conditions are attached. “Services” includes labor, professional services, and any manual, technical and other human resources provided in the fulfillment of the Solicitation Documents, including those specified in the Solicitation Documents and any additional Services incidental to the furnishing of Goods.

1. **JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this transaction. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the Solicitation Documents and the contract (the “Contract”) resulting from UTA’s acceptance and counter-execution of a bid/Bid form submitted by the Vendor pursuant to the Solicitation Documents. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** Vendor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Vendor shall also comply with all applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Vendor shall maintain all records necessary to properly account for the payments made to Vendor for costs authorized by the Contract. Vendor shall retain those records for at least six years after the Contract is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). Vendor shall allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Contract, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Vendor represents 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 UTA to secure favorable treatment with respect to being awarded the Contract.
5. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor. As such, Vendor has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever. Vendor shall not perform any acts as agent for UTA, except as expressly set forth in the Contract. Compensation stated in the Contract is the total amount payable to Vendor by UTA. Vendor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for the Goods and/or Services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of Vendor.

6. **STANDARD OF CARE.** Vendor shall perform any Services to be provided under the 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 independent contractors (including, as applicable, professional standards of care).
7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use tax.
8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods and/or Services will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor shall be responsible for delivery costs and all risk of loss shall remain with Vendor until such time as the Goods and/or Services are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods and/or Services. Vendor shall deliver all Goods and/or Services to UTA and perform all Services no later than the date(s) indicated in the Solicitation Documents. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.
9. **INSPECTIONS:** Goods and/or Services furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods and/or Services furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and/or Services and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor is unable or refuses to correct such Goods and/or Services within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
10. **INVOICING AND PAYMENT:**
  - a. Contractor shall invoice UTA after delivery of all Goods and/or Services and satisfactory performance of all Services. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
    - i. Contractor Name
    - ii. Unique Invoice Number
    - iii. PO Number
    - iv. Invoice Date
    - v. Detailed Description of Charges
    - vi. Total Dollar Amount Due
  - b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods and/or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.
11. **WARRANTY:** Vendor warrants all Goods and/or Services (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State

of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Vendor warrants that: (1) the Good and/or Service will do what the salesperson said it would do, (2) the Good and/or Service will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods and/or Services will be suitable for the ordinary purposes for which such items are used, (4) the Goods and/or Services will be suitable for any special purposes that UTA has relied on Vendor’s skill or judgment to consider when it advised UTA about the Good and/or Service, (5) the Goods and/or Services have been properly designed and manufactured, and (6) the Goods and/or Services are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

12. **INDEMNIFICATION:** Vendor shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.

13. **INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor , including automobiles owned, leased, hired or borrowed by the Contractor "

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Contractor or subcontractor is exempt under UCA, AND when such Contractor or subcontractor executes the appropriate waiver form.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor 's assessment of the exposure for this contract; for their own protection and the protection of UTA.
2. The Contractor 's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor 's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy

are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to UTA Contract Administer and [utahta@Ebix.com](mailto:utahta@Ebix.com) and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Contract Administrator and EBIX insurance. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. **SUBCONTRACTORS:** Contractor s' certificate(s) shall include all subcontractor s as additional insureds under its policies or subcontractor s shall maintain separate insurance as determined by the Contractor , however, subcontractor 's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Contractor s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.
14. **TERMINATION FOR COVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA 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 UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor shall account for the same, and dispose or deliver it in the manner the UTA directs.
15. **DEFAULT:** If Vendor: (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods and/or Services wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.
16. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Vendor'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 the Contract.

17. **ENVIRONMENTAL RESPONSIBILITY:** Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA
18. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor's response to the solicitation for the 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 the 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:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.
21. **ASSIGNMENT:** Vendor shall not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
22. **FORCE MAJEURE:** Neither party to the 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. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
23. **UTAH ANTIDISCRIMINATION ACT:**  
Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and/or services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror

is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

24. **UTAH ANTI-BOYCOTT OF ISRAEL ACT:** Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.
25. **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 the Contract.
26. **ENTIRE AGREEMENT:** The Contract (including parts of the Contract incorporated by reference) 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 preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the 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 the Contract.



# INVITATION FOR BIDS

## Part 5 – Declarations, Offer, and Conflict of Interest Form

### A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. I certify that the named Bidder has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302.
4. I acknowledge receipt of the following addenda to this IFB:

Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

5. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Standard Contract Terms, and accept all the terms and conditions stated therein.

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.

Republic Services  
\_\_\_\_\_  
(Contractor's Name)

*Brooke Dominguez*  
\_\_\_\_\_  
(Signature)

Brooke Dominguez  
\_\_\_\_\_  
(Print Name)

**B. CONTRACTOR'S OFFER**

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's bid submittal in SciQuest for this IFB. Contractor accepts all UTA terms and conditions included with the IFB and acknowledges that any conflicting terms and conditions contained in the Contractor's bid or Bid shall be considered null and void. By signing below, This Contractor's Offer creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.

Signature must be by an officer of your company authorized to bind your company in contractual matters.

Republic Services  
\_\_\_\_\_  
(Contractor's Name)

  
\_\_\_\_\_  
(Signature)

875 S. Gladiola Street, Salt Lake City, UT 84104  
\_\_\_\_\_  
(Contractor's Address)

Brooke Dominguez  
\_\_\_\_\_  
(Print Name)

801-381-1230  
\_\_\_\_\_  
(Contractor's Phone Number)

Account Manager  
\_\_\_\_\_  
(Title)

bdominguez@republicservices.com  
\_\_\_\_\_  
(Contractor's Email Address)

02/27/2024  
\_\_\_\_\_  
(Date)

20-1838910  
\_\_\_\_\_  
(Contractor's EIN)

**C. UTA'S ACCEPTANCE and BINDING CONTRACT**

By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.

The effective date of the Contract is the date of the last signature on this page.

\_\_\_\_\_  
UTA Representative / Title

\_\_\_\_\_  
UTA Representative / Title

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

DocuSigned by:  
  
\_\_\_\_\_  
3/13/2024  
70E33A415BA44F6...  
UTA Legal

# BID FORM

**BID SCHEDULE FOR LOCATIONS**  
 BID Pricing is base on U3P/SciQuest Bid Submittal for year 2024  
 Payment Method: UTA End User's P-Card (Credit Card)  
 CONTACT VALUE for Five (5) Year Period Not-To-Exceed (NTE) \$960,000.00 without prior written authorization from the Contract Administrator

**REPUBLIC SERVICES**

Ref Prior Republic Acct#	SITE LOCATION NUMBER	LOCATION	ADDRESS	CITY	QTY	SIZE	Comments	SCHEDULE	Service Frequency/w/week	Republic Weekly Price Rate (Includes pickup for all Fegs & Containers)	Republic Monity Price Rate (includes pickup for all Fegs & Containers)	Republic Total Annual Service Price	RATE	Republic Remarks
864-15566-1 (30864-0015566)	1	MEADOWBROOK DIVISION	3600 S 700 W	SOUTH SLC	2	30YD	ROLLOFF	1/WEEK THUR	1	\$ -	\$ -	\$ -	Week	\$175.00 per haul plus \$50.00 per ton rate on all hauls - No rental fees per month
					2	30YD		Haul Fee/Ton (1/Week THUR)	1	\$ 175.00	\$ 758.33	\$ 9,099.96	Haul	Per haul rate
					1	30YD		Dump Fee/Ton (1/Week THUR)	1	\$ 50.00	\$ 216.67	\$ 2,600.04	Ton	Per ton rate
					1	3YD		2/WEEK TUE & FRI	2	\$ 19.78	\$ 85.73	\$ 1,028.76	Week	Monthly rate for 2 containers \$85.73
					8	6YD		2/WEEK TUE & FRI	2	\$ 316.56	\$ 1,371.74	\$ 16,460.88	Week	Mo rate 2 containers 2x week \$1371.74
					1	4YD		2/WEEK TUE & FRI	2	\$ 26.38	\$ 114.31	\$ 1,371.72	Week	Monthly rate
					2	4YD RECYCLE		1/WEEK TUE (As Needed)	1	\$ 31.98	\$ 138.56	\$ 1,662.72	Week	Monthly rate -two 4yd rcl 1x week
864-15566-2		UTA MEADOWBROOK - 30YD TEMP		SOUTH SLC	1	30YD - METAL	ROLLOFF (ON-CALL)	ON-CALL (As Needed)		\$ 175.00	\$ 758.33	\$ 9,099.96	ON-CALL	Per haul rate
864-15570-1 (30864-0015570)	2	UTA - WARM SPRINGS	900 N 500 W	SALT LAKE CITY	1	30YD	ROLLOFF	1/WEEK FRI	1	\$ -	\$ -	\$ -	Week	\$175.00 per haul plus \$50.00 per ton rate on all hauls - No rental fees per month
					1	30YD		Haul Fee/Ton (1/Week THUR)	1	\$ 175.00	\$ 758.33	\$ 9,099.96	Haul	Per haul rate
					1	30YD		Dump Fee/Ton (1/Week THUR)	1	\$ 50.00	\$ 216.67	\$ 2,600.04	Ton	Per ton rate
					1	6YD		1/WEEK TH	1	\$ 19.78	\$ 85.73	\$ 1,028.76	Week	Monthly rate
					1	4YD RECYCLE		1/WEEK WED	1	\$ 15.99	\$ 69.28	\$ 831.36	Week	Monthly rate
864-15569-1 (30864-0015569)	3	CENTRAL GARAGE - UTA	616 W 200 S	SALT LAKE CTY	1	6YD		1X PER MONTH - FRI	1	\$ 19.78	\$ 85.73	\$ 1,028.76	Month	Monthly rate
864-15568-1 (30864-0015568)	4	FLHQ	669 S 200 S	SALT LAKE CTY	1	30YD	ROLLOFF	1/WEEK W	1	\$ -	\$ -	\$ -	Week	\$175.00 per haul plus \$50.00 per ton rate on all hauls - No rental fees per month
					1	30YD		Haul Fee/Ton (1/Week THUR)	1	\$ 175.00	\$ 758.33	\$ 9,099.96	Haul	Per haul rate
					1	30YD		Dump Fee/Ton (1/Week THUR)	1	\$ 50.00	\$ 216.67	\$ 2,600.04	Ton	Per ton rate
					1	6YD RECYCLE		1/WEEK W	1	\$ 23.98	\$ 103.92	\$ 1,247.04	Week	Monthly rate
864-15568-2				SALT LAKE CTY	1	6YD		1/WEEK TH	1	\$ 19.78	\$ 85.73	\$ 1,028.76	Week	Monthly rate
864-15592-1 (30864-0015592)	5	UTA - FARE COLLECTION	420 S 669 W	SALT LAKE CITY	1	8YD		1/WEEK TH	1	\$ 26.38	\$ 114.31	\$ 1,371.72	Week	Monthly rate
864-15639-1	6	UTA - FIREHOUSE	2340 S 900 W	SALT LAKE CITY	1	30YD	ROLLOFF (ON-CALL)	ON-CALL (As Needed)		\$ -	\$ -	\$ -	ON-CALL	\$175.00 per haul plus \$50.00 per ton rate on all hauls - No rental fees per month
					1	30YD		Haul Fee/Ton (On-Call)		\$ 175.00	\$ 758.33	\$ 9,099.96	Haul	Per haul rate
					1	30YD		Dump Fee/Ton (On-Call)		\$ 50.00	\$ 216.67	\$ 2,600.04	Ton	Per ton rate
864-15574-1 (30864-0015574)	7	UTA - TRAINING	221 W 2100 S	SALT LAKE CITY	1	6YD		1/WEEK TH	1	\$ 19.78	\$ 85.73	\$ 1,028.76	Week	Monthly rate
864-15575-1 (30864-005575)	8	UTA/JORDAN RIVER FACILITY	2264 S 900 W	SOUTH SLC	2	30YD	ROLLOFF (ON-CALL)	ON-CALL (As Needed)		\$ -	\$ -	\$ -	ON-CALL	\$175.00 per haul plus \$50.00 per ton rate on all hauls - No rental fees per month
					2	30YD		Haul Fee/Ton (On-Call)		\$ 175.00	\$ 758.33	\$ 9,099.96	Haul	Per haul rate
					2	30YD		Dump Fee/Ton (On-Call)		\$ 50.00	\$ 216.67	\$ 2,600.04	Ton	Per ton rate
					1	6YD		1/WEEK T	1	\$ 19.78	\$ 85.73	\$ 1,028.76	Week	Monthly rate
					1	4YD RECYCLE		1/WEEK TH	1	\$ 15.99	\$ 69.28	\$ 831.36	Week	Monthly rate
864-15576-1 (30864-0015576)	9	UTA - RIVERSIDE DIVISION	3610 S 900 W	SALT LAKE CITY	1	6YD		1/WEEK T	1	\$ 19.78	\$ 85.73	\$ 1,028.76	Week	Monthly rate
					2	3YD		1/WEEK T	1	\$ 19.78	\$ 85.73	\$ 1,028.76	Week	Monthly rate per 3yd 1xwk breaks down to \$42.86
					1	4YD RECYCLE		1/WEEK T	1	\$ 15.99	\$ 69.28	\$ 831.36	Week	Monthly rate
864-15577-1 (30864-0015577)	10	UTA-RAIL SERVICE	613 W 6960 S	MIDVALE	1	30YD	ROLLOFF (ON-CALL)	ON-CALL (As Needed)		\$ -	\$ -	\$ -	ON-CALL	\$175.00 per haul plus \$50.00 per ton rate on all hauls - No rental fees per month
					1	30YD		Haul Fee/Ton (On-Call)		\$ 175.00	\$ 758.33	\$ 9,099.96	Haul	Per haul rate
					1	30YD		Dump Fee/Ton (On-Call)		\$ 50.00	\$ 216.67	\$ 2,600.04	Ton	Per ton rate
					2	6YD		1/WEEK TH	1	\$ 39.57	\$ 171.47	\$ 2,057.64	Week	Monthly rate for on 6yd service 1xwk breaks down to \$85.73
					1	4YD RECYCLE		1/WEEK FRI	1	\$ 15.99	\$ 69.28	\$ 831.36	Week	Monthly rate
864-15578-1 (30864-0015578)	11	UTA - POLICE HQ	140 W VINE ST	MURRAY/SLC	1	6YD		1/WEEK W	1	\$ 19.78	\$ 85.73	\$ 1,028.76	Week	Monthly rate
493-14345-1 (30493-0014345)	12	UTA-MT OGDEN DIVISION	135 W 17TH STREET	OGDEN	1	30YD	ROLLOFF	1/WEEK TH	1	\$ -	\$ -	\$ -	Week	\$175.00 per haul plus \$50.00 per ton rate on all hauls - No rental fees per month

					1	30YD		Haul Fee/Ton (1/Week THUR)	1	\$ 175.00	\$ 758.33	\$ 9,099.96	Haul	Per ton rate
					1	30YD		Dump Fee/Ton (1/Week THUR)	1	\$ 54.00	\$ 234.00	\$ 2,808.00	Ton	Per ton rate
					1	4YD RECYCLE		1X PER MONTH - FRI	1	\$ 11.54	\$ 50.00	\$ 600.00	Month	Monthly rate
					1	6YD		2/WEEK WED-FRI	2	\$ 39.57	\$ 171.47	\$ 2,057.64	Week	Monthly rate
493-14366-1 (30493-0014366)	13	UTA - OGDEN TRANSIT CENTER	2393 WALL AVE	OGDEN	1	6YD		2/WEEK M- W	2	\$ 39.57	\$ 171.47	\$ 2,057.64	Week	Monthly rate
864-15581-1 (30864-0015581)	14	UTA TIMPANOGOS DIV	1100 S GENEVA RD	OREM	2	6YD		3/WEEK M-W-F	3	\$ 118.71	\$ 514.40	\$ 6,172.80	Week	Monthly rate for two containers is \$514.40
					1	4YD		2/ WEEK M-W	2	\$ 26.38	\$ 114.31	\$ 1,371.72	Week	Monthly rate
					1	30YD	ROLLOFF	1/WEEK TH	1	\$ -	\$ -	\$ -	Week	\$175.00 per haul plus \$50.00 per ton rate on all hauls - No rental fees per month
					1	30YD		Haul Fee/Ton (1/Week THUR)	1	\$ 175.00	\$ 758.33	\$ 9,099.96	Haul	Per haul rate
					1	30YD		Dump Fee/Ton (1/Week THUR)	1	\$ 44.00	\$ 190.67	\$ 2,288.04	Ton	Per ton rate
864-15581-3					1	4YD		ON-CALL (As Needed)		\$ 11.54	\$ 50.00	\$ 600.00	ON-CALL	Per Pickup rate
864-15579-1	15	UTA - SALT LAKE CENTRAL HUB	250 S 600 W	SALT LAKE CITY	1	30YD	ROLLOFF	1/WEEK FRI	1	\$ -	\$ -	\$ -	Week	\$175.00 per haul plus \$50.00 per ton rate on all hauls - No rental fees per month
					1	30YD		Haul Fee/Ton (1/Week THUR)	1	\$ 175.00	\$ 758.33	\$ 9,099.96	Haul	Per haul rate
					1	30YD		Dump Fee/Ton (1/Week THUR)	1	\$ 50.00	\$ 216.67	\$ 2,600.04	Ton	Per ton rate
864-15580-1 (30864-0015580)	16	UTA - MOBILITY CTR	4384 S FIRECLAY	MURRAY	2	30YD	ROLLOFF	2/WEEK T-FRI	2	\$ -	\$ -	\$ -	Week	\$175.00 per haul plus \$50.00 per ton rate on all hauls - No rental fees per month
					2	30YD		Haul Fee/Ton (2/Week THUR)	2	\$ 175.00	\$ 758.33	\$ 9,099.96	Haul	Per haul rate
					2	30YD		Dump Fee/Ton (2/Week THUR)	2	\$ 50.00	\$ 216.67	\$ 2,600.04	Ton	Per ton rate
					1	4YD RECYCLE		1X PER MONTH - TH	1	\$ 11.54	\$ 50.00	\$ 600.00	Month	Monthly reate
NEW	17	DEPOT DISTRICT	714 W 300 S	SALT LAKE CITY	4	8YRD		1/WEEK FRI	1	\$ 105.52	\$ 457.25	\$ 5,487.00	Week	Monthly rate for 4 containers is \$457.25
TOTALS										\$ 3,494.21	\$ 15,141.56	\$ 181,698.72		

Estimated Price Escalation based on 2.5% inflation	
2024-2028 (5yr) Y-Chart 2-20-24	
2024	\$ 181,698.72
2025	\$ 186,241.19
2026	\$ 190,897.22
2027	\$ 195,669.65
2028	\$ 200,561.39
<b>TOTAL</b>	<b>\$ 955,068.16</b>