



REQUEST FOR QUOTATION

2010-05S

February 4, 2010

The above number must appear on all quotations and related correspondence.

THIS IS NOT AN ORDER

**BIDS ACCEPTED NO LATER THAN:
3:00 PM, THURSDAY, FEBRUARY 18, 2010
BID OPENING WILL BE AT 3:30 PM**

**TO: Susan Shepherd, C.P.M.
Utah County Auditors Office
100 East Center, Suite 3600
Provo, UT 84606 (801) 851-8234**

UTAH COUNTY IS ACCEPTING BIDS FROM QUALIFIED ASBESTOS INSPECTORS TO PROVIDE ASBESTOS INSPECTION SERVICES PERTAINING TO THE PLANNED DEMOLITION OF SIX BUILDINGS LOCATED IN PROVO, UTAH.

THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, SUPPLIES AND TRAFFIC CONTROL REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS, REQUIREMENTS, AND TERMS OF THE CONTRACT.

******* PLEASE SEE ATTACHED SPECIFICATIONS AND REQUIREMENTS *******

PLEASE INCLUDE THE FOLLOWING ITEMS IN THE BID:

- TRANSMITTAL LETTER
- COMPLETED BID RESPONSE FORM
- COMPLETED CERTIFICATE OF NON COLLUSION
- INSURANCE CERTIFICATES
- COMPLETED W-9 FORM

CONTACT PERSON: DONALD NAY
ASSOCIATE PUBLIC WORKS DIRECTOR
UTAH COUNTY PUBLIC WORKS DEPARTMENT
TEL: (801) 851-8602

SEALED BIDS SHOULD BE MAILED OR HAND DELIVERED TO: SUSAN SHEPHERD, UTAH COUNTY PURCHASING AGENT, 100 EAST CENTER ST., SUITE 3600, PROVO, UTAH 84606, AND SHOULD BE CLEARLY MARKED "SEALED BID." PLEASE REFERENCE BID #10-05S ON ALL DOCUMENTS PERTAINING TO THIS BID. ALL BIDS ARE DUE ON THURSDAY, FEBRUARY 18, 2010, AT 3:00 P.M. AND OPENED AT 3:30 P.M. NO LATE BIDS WILL BE ACCEPTED.

UTAH COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR WAIVE MINOR IRREGULARITIES WHEN TO DO SO WOULD BE IN THE BEST INTERESTS OF UTAH COUNTY. MINOR IRREGULARITIES ARE THOSE WHICH WILL NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON OVERALL COMPETITION OR PERFORMANCE LEVELS.

SUSAN SHEPHERD, C.P.M.
PURCHASING AGENT

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

**INVITATION TO BID
for
ASBESTOS INSPECTION SERVICES**

CLOSING DATE
FOR RECEIPT OF BIDS: Thursday, February 18, 2010

TIME: 3:00 p.m. (Mountain Time)
Bids will be opened at 3:30 p.m.

PLACE: Office of the Utah County Purchasing Agent
100 East Center Street
Room 3600
Provo, Utah 84606

COMPLETION DATE: March 31, 2010

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BID RESPONSE FORM Attachment A

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1. NOTICE TO CERTIFIED INSPECTORS

Through this Invitation to Bid (ITB), Utah County intends to select a qualified asbestos inspector (INSPECTOR) to provide asbestos inspection services pertaining to the planned demolition of six (6) buildings located in Provo, Utah as specified herein. Pursuant to this ITB an agreement will be executed, a sample copy of which is included herein as Attachment C.

2. SCOPE OF WORK

2.1 SPECIFICATIONS

A. INSPECTOR shall conduct an inspection of the following six (6) buildings to determine if any asbestos material is present which would need to be abated prior to the planned demolition of the buildings:

1. Address: 204 West Center Street, Provo (Atchafalya)
Square Feet: 9,390
Year Built: 1939, remodel dates unknown
Construction Type: brick with full basement and frame roof
Occupancy Status: occupied
2. Address: 250 West Center - North end of building (Taylor Brother Building)
Square Feet: approx. 5,100 feet of north end of building
Year Built: 1960's
Construction Type: brick and frame
Occupancy Status: occupied
3. Address: 215 West 100 North, Provo (Mountainlands Community Health)
Square Feet: 14,925
Year Built: 1940's
Construction Type: masonry with steel & glass storefront
Occupancy Status: occupied
4. Address: 275 West 100 North, Provo (formerly "Share & Care Clinic")
Square Feet: 3,600
Year Built: 1950's
Construction Type: masonry
Occupancy Status: vacant
5. Address: 293 West 100 North
Square Feet: 4,450
Year Built: 1950's
Construction Type: masonry
Occupancy Status: vacant
6. Address: 60 North 300 West (formerly Food & Care Coalition)
Square Feet: 3,090
Year Built: 1920's
Construction Type: masonry
Occupancy Status: vacant

- B. INSPECTOR shall perform all work in compliance with all applicable regulations of the State of Utah Department of Environmental Quality, Division of Air Quality (DAQ), and with all other applicable local, state, and federal laws ordinances and regulations.
- C. INSPECTOR is authorized to perform minor, non-structural demolition to wall surfaces or other areas as may be necessary to adequately perform the required inspections. All costs of any such demolition shall be the responsibility of the INSPECTOR. COUNTY will not require any such demolition to be repaired by INSPECTOR. In buildings that are occupied at the time of inspection, INSPECTOR shall coordinate work with building tenants so as to not disrupt tenant operations.
- D. INSPECTOR shall mark with orange spray paint or tags, or by other suitable means, the location of any asbestos which must be abated.
- E. INSPECTOR shall deliver to COUNTY a DAQ-compliant asbestos inspection report for each building, including pictures of each sample location, on or before the Inspection Completion Date specified in the Procurement Timetable (Section 3.1). (Note: a separate report for each building is required.)
- F. INSPECTOR shall deliver to COUNTY all “Notification of Demolition” and other forms required by DAQ, completed insofar as possible, for each building.
- G. INSPECTOR shall furnish all equipment, materials, and labor necessary to provide the services herein described. Miscellaneous items normally associated with the major work items contemplated herein, but which may not be specifically identified, shall be furnished by the INSPECTOR as if they had been identified herein, without additional cost to the COUNTY.
- H. INSPECTOR shall include with their bid submission a list of their standard hourly billing rates for additional or follow-up inspection services which may be required by the County during demolition of the buildings. Said additional or follow-up services shall be provided to the County by the INSPECTOR on an as-requested basis as set forth in the Agreement.

2.2 PROJECT COORDINATOR

The Utah County Project Coordinator for this project is Donald Nay, Associate Public Works Director, Utah County Public Works Department, 2855 South State Street, Provo, Utah 84606, phone 801-851-8602, or other person designated by proper notice as defined herein.

3. INSTRUCTIONS TO BIDDERS

3.1 PROCUREMENT TIMETABLE

The following timetable has been established for this ITB.

REQUIRED ACTIVITY	SCHEDULED DATE
Closing Date for Receipt of Bids	Thursday, February 18, 2010 3:00 p.m.(Mountain Time) Bids will be opened at 3:30 p.m.
Inspection Completion Date	March 31, 2010

3.2 PROCEDURE

- A. The procedure for response to this ITB, evaluation of bids, and selection of an INSPECTOR is as follows:
1. Interested entities will prepare and submit their bids according to the Procurement Timetable contained in Subsection 3.1;
 2. Utah County and/or its representatives will evaluate all submitted bids to determine acceptance or rejection of the bids.
 3. The selected INSPECTOR will be required to sign an agreement, a sample of which is included as Attachment C.

3.3 BID ORGANIZATION

- A. Each respondent must submit its SEALED bid to the Utah County Purchasing Agent. The envelope containing the bid must be clearly labeled "SEALED BID - ASBESTOS INSPECTION SERVICES". The bid must be delivered to

Utah County Purchasing Agent
100 East Center, Room 3600
Provo, Utah 84606

The deadline for receipt of bids is set forth in Section 3.1 "Procurement Timetable".
LATE BIDS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

- B. The bid must include (in the following order):
1. Transmittal letter describing background of respondent and the intent to participate in the contract. The letter of transmittal shall be on official business letterhead and shall include the following:
 - a. A statement that the respondent will comply with all terms and conditions as indicated in the ITB.
 - b. A statement indicating whether the respondent is a corporation or other legal entity.
 - c. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

- d. A certification statement to the effect that the person signing the bid is authorized to do so on behalf of the respondent.
 - e. Names of the key contact persons with their title and telephone numbers. Also, indicate first and second back-up contact persons if the person signing the bid is not available to take a call from Utah County.
 - f. Name and complete mailing address of the respondent along with telephone number and fax number.
2. Completed Bid Response Form (Attachment A) (including all requested attachments, proof of INSPECTOR'S qualifications as required in 3.5.A., and documentation of experience and a list of similar work as required in 3.5.B.).
 3. Completed Certificate of Non Collusion (Attachment B).
 4. All insurance certificates as required in 4.10.

3.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this ITB should be directed prior to the submission deadline date to Donald Nay, Associate Public Works Director.

Business Hours: 8:00 a.m. to 5:00 p.m. Mountain Time
Telephone Number: (801) 851-8602

3.5 REQUIRED QUALIFICATIONS AND EXPERIENCE

- A. INSPECTOR shall hold a current, valid Asbestos Inspector certification from the Utah Department of Environmental Quality, Division of Air Quality. A copy of the INSPECTOR'S certificate shall be included with the bid submission.
- B. The INSPECTOR shall have, and shall document with their bid submission, a minimum of 5 years of experience providing the services specified herein. The INSPECTOR shall also provide a list of at least three (3) projects similar to Utah County's as set forth herein, including contracting agency contact information for each project, which the INSPECTOR has completed within the last three (3) years.

3.6 ACCEPTANCE OF BID

- A. Utah County reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.
- B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this ITB, or such party's response.

3.7 DISQUALIFICATION OF BID

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

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

3.8 DISPOSITION OF BIDS

All bids (and the information contained therein) shall become the property of Utah County. No bid shall be returned to the respondent regardless of the outcome of the selection process.

3.9 EVALUATION CRITERIA

All bids will be evaluated by authorized representatives of Utah County, including evaluating the bids for compliance with the terms and conditions contained in this ITB, and the resulting contract awarded to the lowest responsive and responsible bidder.

3.10 GENERAL

- A. Utah County will award a contract in reliance upon the information contained in bids submitted in response to the ITB. Utah County will be legally bound only when and if there is a signed contract entered into between Utah County and the awarded bidder.
- B. It is vitally important that any person who signs a bid or contract on behalf of a respondent certifies that he or she has the authority to so act. The INSPECTOR who has its bid accepted may be required to answer further questions and provide further clarification of its bid and responses.
- C. Receiving this ITB or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this ITB. Utah County shall have no liability to any person or entity under or in connection with this ITB, unless and until Utah County and such person have executed and entered into a contract pursuant to the terms of this ITB.
- D. By responding to this ITB each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this ITB. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or

any of its representatives as a result of this ITB process or the use of the information contained in this ITB. Only the terms and conditions contained in a contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the parties in any manner as having any legal effect whatsoever.

4. GENERAL REQUIREMENTS

4.1 AMENDMENTS

No oral modifications or amendments to this ITB or any resulting contract shall be effective, but such may be modified or amended by a written agreement signed by the parties.

4.2 ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK

The County Commission, after recommendation by the County Public Works Director, reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of the work, and the elimination of one or more items as may be found necessary or desirable and to adjust the contract price accordingly. Such alterations shall not be considered as a waiver of nor release of any surety. The INSPECTOR agrees to accept the work as altered the same as if it had been a part of the original contract. The INSPECTOR shall proceed with the work alterations when ordered in writing. Financial increases to this contract must be approved by the County Commission before additional work is authorized.

4.3 ASSIGNMENT

The parties to this contract shall not assign said contract, or any part thereof, without the prior written consent of the other party to the contract. No assignment shall relieve the original parties from any liability hereunder.

4.4 AUTHORITY OF THE COUNTY COMMISSION AND THE COUNTY PUBLIC WORKS DIRECTOR

- A. The County Commission or the County Public Works Director will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed and as to the rate of progress of work. They/He will also decide all questions which may arise as to the acceptable fulfillment of the contract on the part of the INSPECTOR.
- B. The County Commission or the County Public Works Director will have the authority by written order to suspend work wholly or in part due to the failure of the INSPECTOR to carry out provisions of the contract, for failure to carry out orders, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

4.5 CHANGE ORDERS

Utah County may at any time, without notice to any sureties, by written order designated or indicated to be a change order, make changes to the work within the general scope of the contract and to the contract amount and/or contract deadlines.

4.6 EMPLOYMENT STATUS VERIFICATION

The Contractor shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. The Contractor shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

4.7 EXTRA WORK

- A. Extra work, shall be undertaken only when previously authorized in writing by Utah County, and is defined as additional work which is neither shown nor defined on the plans or specifications, but determined by Utah County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions. But the changed condition must be radical, unforeseen, and completely beyond the control of the INSPECTOR.
- B. Miscellaneous items normally associated with the major work items shown, but which may not be specifically shown, shall be furnished by the INSPECTOR as if they had been shown, without additional cost to Utah County. After prior authorization of the County Commission in writing, payment for authorized extra work will be made by reimbursement for all direct and substantiated costs of labor, materials, and supplies used.

4.8 INDEMNIFICATION

The INSPECTOR shall defend, indemnify, save and hold harmless Utah County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) INSPECTOR'S, his subcontractors, agents or employees performance of this contract or their provision of any services required herein to be performed by the INSPECTOR or his subcontractors, agents or employees, and (b) any act or omission of INSPECTOR, or his subcontractors, agents or employees. The INSPECTOR shall assume sole liability for any injuries or damages caused to a third party as a result of INSPECTOR'S fulfillment of this contract.

4.8 INDEPENDENT CONTRACTOR

- A. INSPECTOR states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Utah County, and that this contract is not exclusive of other agreements, contracts or opportunities.
- B. The parties intend that an independent contractor relationship will be created by this contract. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with INSPECTOR. INSPECTOR is not to be considered an agent or employee of Utah County for any purpose, and the employees of INSPECTOR are not entitled to any of the benefits that Utah County provides for County's employees. It is understood that Utah County does not agree to use

INSPECTOR exclusively. It is further understood that INSPECTOR is free to contract for similar services to be performed for others while working under the provisions of this contract with Utah County.

- C. Both parties agree that INSPECTOR shall be deemed an independent contractor in the performance of this contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, INSPECTOR shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

4.9 INSPECTION AND ACCEPTANCE

Utah County or its authorized representatives shall have the right to enter the premises of the INSPECTOR, or such other places where contract services are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to the contract. The INSPECTOR must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.

4.10 INSURANCE

- A. The INSPECTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$1,000,000 per occurrence or as modified by the risk manager pursuant to state statute during the term of this Agreement. This coverage shall provide liability insurance to cover the activities of INSPECTOR including INSPECTOR 's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this Agreement. Prior to execution of the contract, the selected INSPECTOR shall provide a Certificate of Insurance to Utah County evidencing that the INSPECTOR has this insurance in place and shall maintain said insurance for the duration of this Agreement.
- B. Prior to execution of the contract, the selected INSPECTOR shall provide a Certificate of Insurance to Utah County evidencing that the INSPECTOR has Workers Compensation Insurance for the INSPECTOR , all subcontractors, and all employees of the INSPECTOR and/or subcontractors.

4.11 INTERPRETATION OF ITB AND CONTRACT

The invalidity of any portion of this ITB and Contract shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this ITB and Contract are for convenience only and do not constitute a part of the provisions hereof.

4.12 LEGAL

The INSPECTOR shall be responsible to provide related legal support for the work as herein specified including but not limited to the preparation of contracts with INSPECTOR'S subcontractors. This contract shall be interpreted pursuant to the laws of the State of Utah.

4.13 NO PRESUMPTION

Should any provision of this Contract require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

4.14 NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder.

4.15 PAYMENTS

- A. Upon completion of required work, the INSPECTOR shall submit to Utah County an invoice for final payment.
- B. Following receipt of any invoice from the INSPECTOR, and upon certification by Utah County that the required work has been completed, the INSPECTOR shall be paid by Utah County within thirty (30) days.
- C. Partial or progress payments, if any such are made, shall not relieve the INSPECTOR of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed.
- D. Payments may be withheld from the INSPECTOR by Utah County in order to protect Utah County from loss due to:
 1. Defective work not remedied.
 2. Liens or claims filed or reasonable evidence of probable filing.
 3. The INSPECTOR'S failure to promptly pay INSPECTOR'S subcontractors or suppliers for labor and/or materials accepted by the INSPECTOR.
 4. Damage to another contractor.
 5. Failure to perform.

4.16 PROPRIETARY INFORMATION

The INSPECTOR shall mark any specific information contained in the bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bids. Pricing and service elements of the successful bid will not be considered proprietary.

4.17 RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all bids must be submitted in the bid format outlined in Section 3 (Instructions to Bidders) of this ITB.

- C. All prospective INSPECTORS must meet the enclosed criteria as of the date of submission. Respondents must provide all information requested in the Bid Response Form (Attachment A).
- D. Utah County has established certain requirements with respect to bids to be submitted by respondents. The use of "shall", "must", or "will", in this ITB indicates a requirement or condition from which a material deviation will not be approved by Utah County.

4.18 SUCCESSORS IN INTEREST

Any contract resulting from this ITB shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

4.19 TERM AND TERMINATION

- A. The term of this Agreement shall commence upon the date of execution hereof and shall terminate on December 31, 2010.
- B. The contract may be terminated for any reason by Utah County upon thirty (30) days written notice to the INSPECTOR, without prejudice to any other right or remedy Utah County may have.
- C. Failure of the INSPECTOR to adhere to any of the performance requirements of the contract shall be cause for termination.
- D. The contract may be terminated for any reason by the INSPECTOR upon ninety (90) days written notice to Utah County.

4.20 WARRANTY

INSPECTOR warrants to Utah County that all materials and work furnished hereunder will be of highest quality, free from faults and defects, and will be in conformance with these specifications and with all applicable laws, ordinances, and regulations. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

ATTACHMENT A

BID RESPONSE FORM

In order to receive consideration, submitted bids must contain responses to all questions.

Failure to respond to all questions may result in disqualification of the bid.

COMPANY NAME & ADDRESS: _____

Is this an Office: _____, Home: _____, Shop: _____, Other: _____

Telephone Number: (____) _____, Emergency Number: (____) _____.

Answering Machine: (____) _____, Fax Number: (____) _____.

Email Address: _____

COMPANY OWNER: _____

COMPANY PRESIDENT: _____

CONTACT PERSON: _____ Phone: _____

Type of Company (Partnership, Corporation, Venture etc.): _____

If a Corporation, in what State Incorporated: _____

Business License Number: _____

Federal Tax Identification Number: _____

D&B D-U-N-S Number: _____

How long has this company been in business: _____ Years, and _____ Months.

Officers authorized to execute contracts: _____

What would happen to your company in the event of the owner's absence or death?

Brief History of the Company: _____

Are there any judgements, suits or claims pending
against your company? If Yes, attach a written explanation.

YES NO

Has your company operated under any other name (s)?
If Yes, attach a written explanation.

YES NO

BID RESPONSE FORM: Page 2

Has your firm failed to complete a contract within the last five years?
If "yes" attach explanation. **YES NO**

Has your firm or any partner or officers ever been involved in any
bankruptcy action? If "yes" attach explanation. **YES NO**

Has your firm ever been listed on the Excluded Parties List System? **YES NO**

Are any of your firm's owners, officers, employees, or agents also
employees of Utah County or related to any employees of Utah County
If "yes" attach explanation. **YES NO**

FINANCIAL REFERENCES

1. Bank Name & Address _____

Manager _____ Phone _____

2. Bank Name & Address _____

Manager _____ Phone _____

CLIENT REFERENCES

1. Name: _____, Contact: _____
Address: _____, Phone: _____

2. Name: _____, Contact: _____
Address: _____, Phone: _____

3. Name: _____, Contact: _____
Address: _____, Phone: _____

4. Name: _____, Contact: _____
Address: _____, Phone: _____

BID RESPONSE FORM: Page 3

1. **Documentation:** Copies of all documents required in Section 3.3 of the Invitation to Bid must be included with the bid submission.

Have you reviewed Section 3.3 and included all required documentation? **YES** **NO**

2. **Bid Price:** This price shall include the total cost for all services specified.

TOTAL COST: \$_____

3. **Price List:** Attached a list of standard hourly billing rates for additional or follow-up inspection services which may be required by the County during demolition of the buildings.

4. **Certification of Bid:** I hereby certify that I have read, understand, and agree to all provisions of this Invitation to Bid for Asbestos Inspection Services. I further certify that the information submitted by me/my company in response to this Invitation, including the pricing and other information in this Bid Response Form, is true and accurate.

I understand that Utah County has the right to reject any or all bids, to waive minor irregularities when to do so would be in the best interests of Utah County, and to negotiate a price for the proposed services as determined to be in the best interest of Utah County.

Signature

Title

ATTACHMENT C
SAMPLE AGREEMENT

ASBESTOS INSPECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ____, 2010, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and _____, hereinafter referred to as **INSPECTOR**.

WITNESSETH:

WHEREAS, COUNTY desires to obtain asbestos inspection services for six (6) buildings located in Provo, Utah; and

WHEREAS, INSPECTOR is willing to provide such services for COUNTY in consideration of receiving such fees and other considerations as herein provided;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF WORK

- A. In consideration of the compensation set forth in Section 2, the INSPECTOR agrees to provide inspections and reports on the terms and conditions described and specified in the Invitation to Bid attached hereto as Exhibit A and INSPECTOR'S response to the Invitation to Bid attached hereto as Exhibit B which are incorporated herein by this reference.
- B. INSPECTOR shall provide additional or follow-up inspection services to the County on an as-requested basis at the rates stated on the INSPECTOR'S list of standard hourly billing rates in Exhibit B.

2. COMPENSATION

In exchange for services listed in Section 1, and on the terms specified in Exhibit A, COUNTY will pay INSPECTOR such sums as are specified in Exhibits B, or such other amount as modified in accordance with Exhibit A.

3. COMPLETION DEADLINE

The inspections specified herein shall be completed and the resulting reports delivered to COUNTY on or before March 31, 2010. Additional or follow-up services may be requested by COUNTY throughout the term of this Agreement.

4. TERM

This Agreement shall be effective from date of execution of this agreement and shall terminate on December 31, 2010.

5. GOVERNING LAW.

It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Utah.

6. ENTIRE AGREEMENT.

This AGREEMENT shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding upon either party except to the extent incorporated in this AGREEMENT.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

STEVE WHITE, Chairman

ATTEST:
BRYAN E. THOMPSON
County Auditor/Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JEFFREY R. BUHMAN
Utah County Attorney

By: _____
Deputy County Attorney

INSPECTOR

By: