



**REQUEST FOR PROPOSALS FOR  
SURVEYING, RIGHT OF WAY ACQUISITION,  
AND DESIGN SERVICES  
FOR THE EXTENSION OF SKYLINE DRIVE  
IN THE UINTAH AREA**

**OCTOBER 2014**

**# 14-XXX**

**Due Date: October 9, 2014 by 2:00 p.m.**

**WEBER COUNTY  
REQUEST FOR PROPOSALS  
FOR SURVEYING, RIGHT OF WAY ACQUISITION, AND DESIGN SERVICES FOR  
THE EXTENSION OF SKYLINE DRIVE IN THE UINTAH AREA**

**A. NOTICE TO PROFESSIONALS**

Weber County Corporation ("County") is seeking Proposals from qualified and experienced firms and/or teams ("Consultant") to provide land surveying, right of way acquisition, and design services for the extension of Skyline Drive ("Project").

The County intends to compare and evaluate all eligible submittals and select the most qualified firm or team as outlined in subsection C.7 Evaluation Criteria of this request.

This is a Request for Proposals (RFP) only and should not be interpreted as a solicitation for services or as a contract for services. Submittals should be comprehensive, concise, and directly responsive to the goals and format as outlined in this RFP.

**B. SCOPE OF WORK**

**1. Location of Project**

The Project is located in the Uintah area of unincorporated Weber County and is an extension of Skyline Drive from the Ogden City boundary line, through Combe Road to Megan Circle. The total length of the Project is approximately 1/3 miles.

**2. Background**

On September 8, 2014, WACOG awarded to Weber County \$1,056,500 in funds for right of way acquisition for preservation of the corridor and another \$2,976,500 for the design and construction of the new road.

One of the busiest streets in Weber County and Ogden City is Harrison Blvd particularly near Weber State University. The UDOT annual daily traffic (AADT) counts list the section of Harrison Blvd west of Weber State as carrying 27,085 vehicles per day. The affects of this traffic can be seen in all directions in particular traffic coming from Highway 89 into Ogden City.

There currently exists and alternative route with the exception of two roadway sections, Skyline Drive. The intersection of Highway 89 and Skyline Drive has been designed to include a heavy amount of traffic. The current design of this intersection tells us there have been plans to connect Skyline Drive from Weber State University to Highway 89.

Weber County and Ogden City recognize the opportunity to combine the two missing sections of Skyline Drive. The section in Ogden City is from country Hills Drive to 4600 South. The section in Weber County is from Skyline Road to Megan Circle. Completion of this project will create a much needed alternate route from Highway 89 to Weber State University. There is no efficiency moving forward with one section of roadway without the other.

### 3. General Scope

The following is the general scope of work.

#### a. Surveying Services

Perform full topographic survey, including but not be limited to: Street monuments, utilities (underground, at grade, overhead), site features, boundary survey data, breaklines, drainage structures, and railroad features. Site survey data shall locate, verify, and use established horizontal and vertical ground control for existing and proposed site features. A minimum of (3) three horizontal and vertical control points will be located off site and within 250 feet of the project limits. Horizontal control will be established using GPS or Total Station and accurate to within  $\pm 0.10'$ . Vertical control will be established using Total Station or Differential Level and accurate to within  $\pm 0.10'$ . Control will be marked with permanent and stable monuments (example: rebar, spikes). Coordinates for control will be published on the Project drawings and will be shown in Geodetic and state plane coordinates in the current zone and ground datum. A conversion factor from ground to grid will be published and shown on the plans. Within the limits of the proposed Project, establish control points where estimated future work will be performed.

Perform breakline survey locating left and right toes of roadway slope, shoulders, and toes of subgrade, natural grade breaks, ditches, stream flow areas, and water elevations if applicable at 100' intervals. Identify ground breakline survey points longitudinally along the alignment (i.e.: surveying the flowline of a ditch from end point to end point consecutively). Breaklines shall not intersect.

Research and provide the location of all existing underground and overhead utilities. Underground facilities should be identified by utility owner, type, and size, manhole rim elevations, flow lines, etc. Consultant shall budget for approximately 4 potholes to establish horizontal and vertical locations of critical underground facilities. Overhead utilities shall identify pole location and base elevation, number of overhead lines, and elevation of the low wire where it intersects the centerline of railroad track or roadway.

Consultant will be preparing data uploads to UDOT's ePm system.

#### b. Right of Way Acquisition Services

Consultant shall provide a full complement of right of way acquisition services for the Project. The Project will require an 80 foot dedicated right of way with slope, detention and temporary construction easements from the Ogden City boundary through Combe Road to Megan Circle. Currently, the corridor is privately owned. The proposed roadway will affect approximately 7 parcels and 5 property owners. All right of way acquisitions must follow the UDOT process, but the Project is NOT state or federally funded.

Consultant shall perform proper research to determine existing utility easements, chain of title, ownership, and any other encumbrances on the properties which may require special consideration for the acquisition. Consultant, or right of way acquisition team member, must be on the UDOT Acquisition Services pool. Consultant will prepare plans and documents pertaining to ROW in accordance with the UDOT right of way acquisition process. Coordination with Mike Timothy at UDOT will be required.

It will be the Consultant's responsibility to maintain the Consultant's Log, which contains the date of each contact with the owner and a summary of each negotiation and conversation. The Agent will be responsible to follow UDOT procedures in any acquisition which may be found on UDOT's website.

The Consultant will be provided the necessary contracts and all other forms required in the acquisition process and will be responsible for completing these forms. If other information is needed, such as construction maps, etc. contact the Consultant. The Consultant is authorized to negotiate based on the compensation value. If they cannot reach a settlement, contact the County for all other approvals.

If the Consultant is unable to settle with the property owner, the Consultant shall return the acquisition file with a statement explaining why negotiations failed.

Any construction features agreed upon, other than those shown in the construction plans, must have approval by the County Project Manager and must be included in the ROW contract.

The Consultant's fee for work done pursuant to this agreement shall be billed at the rates outlined in the negotiated contract. The obligation to pay the Consultant's fee is in no way conditional on the approved compensation value or the final negotiated amount. The Consultant's fee includes all costs incurred by the agent in presenting the offer and concluding the negotiations. The amount does not include any testimony by the Consultant at trial, deposition, hearing, or pre-trial consultations. If the Consultant fails to follow all these procedures as outlined or misrepresents the County, the Consultant waives his/her rights to payment. Detailed billings will be required from the Consultant, whether acting as the Consultant or a subconsultant.

Confidentiality: The acquisition and/or relocation packet shall be considered confidential.

Negotiations and approved compensations shall not be revealed by the Consultant to other property owners or to the general public.

See Section 4 – Deliverables for more information on services to be performed relating to right of way acquisition.

c. Design Services

Consultant shall provide a full complement of professional services to fully design the new roadway the Ogden City boundary through Combe Drive to Megan Circle. These services shall include, but not necessarily be limited to, those outlined below:

- 1) Analysis: Consultant shall review the existing roadway elements, utilize a traffic analysis, and identify any areas of concern.
- 2) Design: County will provide the Consultant with the proposed right of way width for the roadway. Alternative roadway alignments (both horizontal and vertical) shall be evaluated to determine optimum alignment to meet Project.
- 3) Design Criteria: The design shall comply with all current AASHTO design standards, specifications, rules, regulations, and practices.
- 4) Project Team Meetings: Local involvement from businesses, utility companies, and canal companies is expected. Several informational meetings and work sessions with County will be required. For scoping purposes, assume two (2) public informational meetings and five (5) County work sessions.
- 5) Site Visits: The Consultant shall plan for an appropriate number of site visits to understand the nature of the Project and to be familiar with the elements of the Project that will require special attention.

#### 4. Deliverables

- a. Drawings and electronic files containing the following information:
  - 1) Provide location of permanent project benchmarks and traverse points (description, coordinates, and elevations).
  - 2) Provide topographic map plot at a scale of 1 inch=100 feet, depicting all surface features, LEGIBLE text (leadered in if necessary), and 1-foot contour lines indexed at even 5-foot intervals.
  - 3) Provide an AutoCAD file that has 3D breaklines, existing ground triangulation network, and contours with elevation. Drawings shall be AutoCAD 2013 3D format with all similar objects separated into specific layers.
  - 4) Provide digital ASCII file of all points in (Point number, Northing, Easting, Elevation, Description) format.
  - 5) Provide a 'shovel ready' bid package complete with bid documents and specifications.
- b. The Acquisition Consultant ("Consultant") will contact each owner personally. For those owners out of state or those living in remote places, owners are to be contacted by registered mail. The Consultant will present to each property owner the following:
  - 1) Brochure "Acquiring Property for Utah's Transportation System"
  - 2) Offer to Purchase
  - 3) Ownership Report
  - 4) Statement of Just Compensation
  - 5) Right of Way Contract
  - 6) Deeds and/or Easements
  - 7) Right of way map covering the parcels that need to be acquired on each subject ownership
  - 8) Executive Summary of Property Owner's Rights
  - 9) Compensation Estimate
  - 10) All right of way acquisition documents required by UDOT

#### C. INSTRUCTIONS TO PROPOSERS

##### 1. Project Timetable

The following timetable has been established for this project:

- Closing Date for Receipt of Proposals: **October 9<sup>th</sup> @ 2:00 p.m.**
- Interview/oral presentation (if requested): **October 16<sup>th</sup>**
- Approximate Notice of Award: **October 20<sup>th</sup>**
- Approximate Commencement of Work: **October 24<sup>th</sup>**
- (Approximate) Completion of Work: **December 31, 2015**

## **2. Pre-Proposal Site Visit**

Proposers are strongly encouraged to visit the Project site and examine the conditions prior to submitting their proposals.

## **3. Procedure**

- a. The procedure for response to this RFP, evaluation of proposals, and selection of a Consultant is as follows:
  - 1) Interested entities will prepare and submit their proposals according to the Project Timetable contained in Subsection C.1.
  - 2) The County and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
  - 3) Oral presentations may be requested by the County from selected proposers.
  - 4) A Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be executed between the County and the selected Consultant.

## **4. Proposal Submission**

- a. Submit six (6) copies of the Proposal in response to this solicitation in a sealed envelope along with 1 electronic copy on cd or jump drive to the Weber County Purchasing Department.
- b. The envelope containing the proposal must be clearly labeled "DO NOT OPEN IN MAIL ROOM; SEALED PROPOSAL FOR SURVEYING, RIGHT OF WAY ACQUISITION, AND CONCEPTUAL DESIGN SERVICES FOR THE 1200 SOUTH PROJECT. Mail or hand deliver to:  
  
Annette Jacobs  
Weber County Purchasing Agent  
2380 Washington Blvd., Suite 320  
Ogden UT 84401
- c. The deadline for receipt of proposals is set forth in Section C.1. Late Proposals will not be accepted.
- d. Proposals must be complete in meeting the requirements of this RFP. Additional information provided after the deadline will not be considered unless specifically requested by Weber County.

## **5. Questions and Clarifications**

- A. Firms will be notified through [www.bidsync.com](http://www.bidsync.com) of any substantive changes in the Proposal requirements.
- B. All questions shall be directed to [www.bidsync.com](http://www.bidsync.com).

## **6. Proposal Organization and Content**

The comprehensive RFP response shall include all requested information and documentation. Incomplete proposals may be deemed non-responsive. Proposal shall contain no more than 15 pages single sided, excluding transmittal letter, attachments, and resumes. The proposal response shall include the following:

- a. Transmittal letter: (not included in page count) The letter of transmittal shall be on official business letterhead and shall include the following:

- 1) A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP or exceptions taken thereto.
  - 2) 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.
  - 3) A certification statement to the effect that the person signing the proposal is authorized to do so on behalf of the respondent.
  - 4) Name of the key contact person with his/her title and telephone numbers. Also, indicate first and second back-up contact persons if the key contact person is not available to take a call from the County.
  - 5) Statement of inclusion of Respondent Questionnaire (see Attachment A) – include as appendix
  - 6) Statement of inclusion of Conflict of Interest Form (see Attachment B) – include as appendix
- b. Work Plan and Project Approach: This section should describe the methodology and process proposed to be used to complete the scope of work defined in Section B.3, including any potentially innovative or creative approaches or solutions for the Project. It should identify any proposed strategies to be used to control costs, maximize economy, and insure operational effectiveness; describe outputs to be delivered; and identify advantages of the proposal/Consultant to County. Restatement of the scope outlined in this RFP is not necessary; however, proposer should include any suggested modifications thereto (additions, deletions, alternate ideas). This section shall also include the proposer's policy, method, and need for gaining access onto private property, and what role, if any, the proposer would expect County to perform regarding property access. This section should also include:
- 1) Specific exclusions
  - 2) Assumptions made in preparation of the Work Plan
  - 3) Proposed Project schedule
- c. Qualifications/Experience: This section should describe the proposer's experience on similar projects, including the individual team members' involvement on the specific projects described. Project information and plans for the identified projects should be briefly included.
- d. Key Personnel and Project Team: This section should contain the following information:
- 1) Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities. For all major participants, note the approximate hours to be devoted to the project or percent of total project to be performed by individual.
  - 2) The percentage of the work that is expected to be performed locally. Indicate other offices/locations that might provide services along with a percentage of work to be performed at those locations.
  - 3) Resumes of principals and key staff scheduled to participate on the project. (see Appendices)

- e. Fee Proposal: Proposals shall include:
  - 1) Billing rates for proposed personnel and the approximate percentage of project to be performed by each person.
  - 2) Expected reimbursables and associated rates.
- f. Appendices: (not included in page count)
  - 1) Respondent Questionnaire
  - 2) Conflict of Interest form
  - 3) Resumes

## **7. Evaluation Criteria**

Proposals will be based on the following criteria:

- a. Transmittal Letter (5%): Complete information as requested.
- b. Work Plan and Project Approach (20%): This category evaluates the Consultant's: understanding of the project, knowledge of UDOT right of way acquisition process, proposed project schedule, technical approach, and plan for managing the Project.
- c. Qualifications/Experience (25%): This category deals with the proposer's performance on similar prior local projects of similar size. Experience relates to the overall assessment of the proposer's assigned personnel and previous experience with this type of project. Any proposer's not having a team member in the required UDOT pool will be disqualified.
- d. Key Personnel and Project Team (25%): This category deals with the education, training, and experience level of key personnel proposed for this project, as well as previous experience working together as a team.
- e. Fee Proposal (25%): This category will evaluate the Consultant's proposed fees.

## **8. Oral Presentation/Interview**

As part of the proposal evaluation process, selected proposers may be invited to make oral presentations to the County and/or respond to the panel's questions. These presentations must be made by the same project team personnel who will be assigned to the project should the proposer be awarded a contract.

## **9. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the County. Proposers should carefully consider the items submitted before submitting items that would not be disposable to the proposer. Proposals submitted may be reviewed and evaluated by any person at the discretion of the County. No proposal shall be returned to the respondent regardless of the outcome of the selection process.

## **10. Acceptance of Proposal**

- a. Weber County intends to award the project to a single firm. However, Weber County reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all proposals submitted pursuant to this request for proposals. Weber County also reserves the right to divide the project between successful candidates if doing such is to the benefit of Weber County.



- b. The responding party agrees that the County may terminate this procurement procedure at any time and for any reason, and the County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

#### **11. Withdrawal of Proposal**

The proposal may be withdrawn upon request by the proposer, without prejudice.

#### **12. Proposal Cost**

Cost for developing proposals and making proposal presentations are entirely the responsibility of the proposer and shall not be chargeable in any manner to the County.

#### **13. Reservation of Rights**

Weber County reserves rights to:

- a. Reject any and all Proposals received in response to this RFP.
- b. Waive or modify any irregularities in Proposals.
- c. Request additional information or modifications to Proposals prior to award if such is in the best interests of Weber County.
- d. Use any ideas submitted in the Proposals received, unless covered by legal patent or proprietary rights. Selection or rejection of the proposal does not affect this right.
- e. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified firms that submitted acceptable Proposals.
- f. Cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals.
- g. Divide the project between successful candidates if doing such is to the benefit of Weber County.

#### **14. Proposal Terms and Conditions**

See Attachment C.

**ATTACHMENT A  
RESPONDENT QUESTIONNAIRE**

- 1. Respondent Information:** Provide the following information about yourself and your company.

Respondent Name: \_\_\_\_\_

(Note: give exact legal name as it will appear on the contract, if awarded.)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Business Structure:

☐ Individual or Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Other; list business structure: \_\_\_\_\_

- 2. Contact information:** List the one person who Weber County or their representative may contact concerning your proposal.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

- 3. References:** Give names of three people with whom you have worked on past projects of similar nature.

a. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

b. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

c. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**ATTACHMENT B**  
**CONFLICT OF INTEREST – DISCLOSURE STATEMENT**

Weber County  
2380 Washington Blvd.  
Ogden, Utah 84401

**Name of Proposer:** \_\_\_\_\_

**Name of Project:** \_\_\_\_\_

Stakeholders – Weber County, any affected land owners

**Does Proposer, or any of Proposer's employees, have any relationship or bias towards or against any stakeholder, developer, contractor or subcontractor, have any relationship or bias that may create the perception of bias, or have any other conflict of interest or potential conflict of interest?**

☐ **YES** (Myself or an employee, or member of my or employee's immediate family, has a material, personal, or financial interest in or fiduciary relationship to the stakeholder, developer, general contractor or subcontractor.)  
*(Please use a separate form for each individual with a conflict or potential conflict, and complete all applicable portions of the form. Attach additional sheets as needed.)*

☐ **NO** (Neither I nor any employee, or member of my or employee's immediate family, has a material, personal, or financial interest in or fiduciary relationship to any stakeholder, developer, general contractor or subcontractor. Also, no other relationship with or bias towards any stakeholder, developer, general contractor or subcontractor exists which will prevent me (Proposer) from submitting a non-biased bid/proposal.) *(Please complete the Signature section below.)*

**Related-Party Transactions or Independent Judgment Impaired**

Name and position or title of individual with Conflict of Interest

Individual associated with Proposer: \_\_\_\_\_

Other party: \_\_\_\_\_

Individual associated with other party: \_\_\_\_\_

Relationship between identified individuals: \_\_\_\_\_

Description of transaction involving identified individuals and dollar amount (if any): \_\_\_\_\_

Decision-making authority of individuals with respect to that transaction: \_\_\_\_\_

Potential effect on this Contract with Weber County: \_\_\_\_\_

**Signature**

I hereby certify that the information I have given is true and complete to the best of my knowledge.

Name and Title of Person Completing Form (please print): \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Weber County reserves the right to make the sole determination of the appropriateness of the Proposer. Failure to disclose real or perceived conflicts of interest may result in Proposer's proposal/bid to be deemed non-responsive or contract to be voided.

**ATTACHMENT C**  
**WEBER COUNTY PURCHASING DEPARTMENT**  
**PROPOSAL TERMS AND CONDITIONS**

1. **RIGHT TO REJECT:** Weber County Corp. reserves the right to reject or accept this proposal, or any portion thereof, and to reject and call for new proposals if their interests or convenience is better served by such a course. If any portion of the above terms are not acceptable it is the proposers responsibility to so state in writing.
2. **PREPARATION OF PROPOSALS:**
  - (a) Failure to examine any drawings, specifications, and instructions will be at proposer's risk,
  - (b) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing proposal.
  - (c) Price "each item separately. Unit price shall be shown and total price shall be entered for each item proposal.
  - (d) Time of delivery is a part of the proposal and must be adhered to.
  - (e) Prices quoted are firm for complete delivery of quantities specified.
  - (f) In case of error in extension, unit price will govern.
  - (g) Wherever in these forms and specifications an article or material is defined by using a trade name and/or the name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted therewith, shall be implied. It is to be understood that any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired, unless "No Sub" has been entered. In the event "No Sub" is entered, the proposal must be for the specified item with no substitution allowed.
3. **FAILURE TO SUBMIT:** Failure to submit a proposal or to advise the County Purchasing Department that future RFP's are desired may result in removal of your name from the bidders list.
4. **SUBMISSION OF PROPOSAL:**
  - (a) Proposals must be signed and in sealed envelopes with the "Proposal Number" and opening date written on the envelope.
  - (b) Proposals and modifications or corrections thereof received after the closing time specified will not be considered.
  - (c) Only RFP's submitted on forms furnished by the County will be considered unless the RFP specifies otherwise. Proposals transmitted by facsimile machine prior to the closing time specified will be accepted, providing that any documentations or material required to accompany the bid, and that cannot be transmitted by fax, is received within two working days following the closing date of the bid. The County Purchasing Agent must be notified one hour prior to closing time that is specified on the proposal that RFP is being sent by facsimile machine.
  - (d) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the County unless expressly included and itemized in the bid.
5. **BONDS:** The County reserves the right to require a bid bond, a payment bond and/or a faithful performance bond from the vendor in an amount not to exceed the amount of the contract.
6. **SAMPLES:** Samples of items, when required must be furnished free of expense to the County and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.
7. **WARRANTY:** Seller warrants that the merchandise will conform to its description and any applicable specifications, shall be of good merchantable quality and for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser.
8. **APPROVAL:** Only purchase orders placed, or contracts that have written approval by the Department of Purchasing and County Commission will be binding upon the Weber County as result of proposal.
9. **AWARD OF CONTRACT:**
  - (a) Contracts and Purchases will be made or entered into with the responsible bidder making the lowest proposal, or best offer meeting specifications, expected quality, and suitability for intended use. Determination of best offer shall be at the sole discretion of the County subject to County's right to reject any or all proposals.
  - (b) Unless the bidder has specified otherwise in this RFP by stating that individual unit prices are valid only if all items are accepted by the County, the County may accept any item or group of items of any kind and split or divide the order.
  - (c) The County reserves the right to reject any or all proposals and waive any informality or technicality in bids received in the interest of the county.
  - (d) The acceptance by the Board of County Commissioners of this proposal shall create a binding and enforceable Contract of Sale with Weber County, dating from the time of said acceptance, without further action by either party and even though a written purchase order has not been furnished to or received by the successful proposer. Said created Contract of Sale shall include all of the provisions and specifications of the RFP, offer, acceptance and purchase order relating thereto. Said contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Utah and the Ordinances of Weber County and shall not be assignable by the vendor in whole or in part without the written consent of the County.
10. **RIGHT TO WITHDRAW:** The County reserves the right to cancel and/or withdraw this Request for Proposal at any time that it shall be in the best interest of the County to do so. If the Request for Proposal is withdrawn, notice will be mailed to the prospective proposers as soon as possible.

11. **DEBARMENT:** The bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the bidder cannot certify this statement, attach a written explanation for review by Weber County.
12. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal.

#### **12.1 Status Verification System**

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The County will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

#### **12.2 Indemnity Clause for Status Verification System**

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the County and its officers, employees, agents, representatives and anyone that the County may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
  2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the County shall only be required to indemnify the County for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the County in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
13. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any person at the discretion of the County.
  14. **TRADE/PROFESSIONAL LICENSING:** The State of Utah requires any person engaging in a construction trade or professional occupation, or acting as, or representing oneself as a contractor or professional for which licensure is required to be licensed before engaging in that trade professional activity. It is unlawful for any unlicensed person to submit a bid for any work for which a license is required. Any person who violates this provision cannot be awarded or accept a contract for the performance of the work.
  15. **EMPLOYMENT PRACTICES CLAUSE:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended and Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin, and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place. Bidder must include this provision in every subcontract or purchase order relating to purchases by the County to insure that the subcontractors and vendors are bound by this provision.