

STATE OF UTAH  
DEPARTMENT OF TRANSPORTATION



**SOLICITATION NO. DOT100339TW**

Animal Carcass Removal Region 4

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RESPONSES ARE DUE PRIOR TO:

Mar 15, 2010 12:00:00 PM MDT

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PREFERRED METHOD IS TO SUBMITTED ELECTRONICALLY TO:

[www.bidsync.com](http://www.bidsync.com)

RESPONSES MAY BE MAILED OR DELIVERED TO:

Utah Department of Transportation  
Attn: Procurement/Time Sensitive  
4501 South 2700 West  
Box 148260  
Second Floor  
Salt Lake City UT 84114-8260

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## Bid DOT100339TW Animal Carcass Removal Region 4

Bid Number DOT100339TW  
Bid Title Animal Carcass Removal Region 4

Bid Start Date Mar 3, 2010 7:55:08 AM MST  
Bid End Date Mar 15, 2010 12:00:00 PM MDT  
Question & Answer End Date Mar 11, 2010 12:00:00 PM MST

Bid Contact Trever Ward  
Purchasing Agent II  
Transportation  
801-965-4178  
tward@utah.gov

Contract Duration 2 years  
Contract Renewal Not Applicable  
Prices Good for 1 year

Bid Comments please fill out attachment D fully. any Bidder that has not completed attachment D will not be considered.  
Added on Mar 4, 2010:  
Cedar district is region 4 not region 3.  
the changes are made to the title of bid.

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Changes made on Mar 4, 2010 11:22:10 AM MST

|                |                                 |           |                                 |
|----------------|---------------------------------|-----------|---------------------------------|
| Previous Title | Animal Carcass Removal Region 3 | New Title | Animal Carcass Removal Region 4 |
|----------------|---------------------------------|-----------|---------------------------------|

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### Item Response Form

|                   |                                                          |
|-------------------|----------------------------------------------------------|
| Item              | DOT100339TW-1-01 - animal carcass removal                |
| Quantity          | 810 mile                                                 |
| Unit Price        | <input style="width: 150px; height: 20px;" type="text"/> |
| Delivery Location | State of Utah<br><u>No Location Specified</u>            |
|                   | Qty 810                                                  |
| Description       |                                                          |
| route per mile.   |                                                          |

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **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. It does not apply to Invitation for Bids nor to the Multi-Step Process.

### 5.1 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 State 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.

### 5.2 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 State and its officers, employees, agents, representatives and anyone that the State 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 State shall only be required to indemnify the State 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 State 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.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of 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, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** The Contractor 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 Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
18. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

21. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
22. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
23. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
24. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
25. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
26. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
27. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation 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 this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 3 Nov. 2009)

**ATTACHMENT B  
SCOPE OF WORK  
ANIMAL CARCASS REMOVAL SERVICES**

**1. General Information.**

The purpose of this bid is to establish a contract to provide the State Of Utah, Department of Transportation (UDOT) with removal and disposal of all animal carcasses (wild and domestic; large and small) from highway right-of-ways on the routes listed below. The resulting agency contract will run through January 31, 2012.

**2. State Routes to be monitored.**

Removal and disposal of all animal carcasses (wild and domestic; large and small) from highway right-of-ways on the following state routes:

| Region 4                     | Route | Notes       | Beginning Mile Post | Ending Mile Post | Miles per Route Patrol |
|------------------------------|-------|-------------|---------------------|------------------|------------------------|
|                              | I-15  | Both Lanes  | 34                  | 188              | 308                    |
|                              | I-70  | Both Lanes  | 0                   | 7.3              | 14.6                   |
|                              | SR-20 | Single Pass | 0                   | 10.2             | 10.2                   |
|                              | SR-50 | Single Pass | 128.8               | 149.2            | 20.4                   |
|                              | SR-18 | Single Pass | 10                  | 41               | 31                     |
|                              | SR-56 | Single Pass | 29                  | 50               | 21                     |
| Total Miles per Patrol       |       |             |                     |                  | 405.2                  |
| Total Weekly Miles Patrolled |       |             |                     |                  | 810.4                  |

3. The Contractor agrees to patrol all areas two (2) times per week, 52 weeks per year. Total contract miles per patrol are 405.2 miles. The total weekly miles paid are 810.4 miles.
4. Patrols shall be made on every Monday and Thursday unless changes are pre-approved by the Region/District Engineer.
5. The Contractor patrols shall be performed during daylight hours. The Contractor shall provide multiple vehicles and equipment as needed to ensure that all animals on all routes are picked up during the patrol times each week. If the vehicles reach capacity then the Contractor shall be required to dispose of the load and return to the same site where he/she left off and resume the patrol. Extra payment for dumping and returning shall not be paid as extra mileage.
6. On interstate highways, where the lanes are divided, patrols shall be made in alternating directions so both lanes of the interstate will be patrolled. Removal shall be performed in both directions of travel. On non-interstate highways, or where the lanes are adjacent, the patrol will be made on both lanes on a single pass.
7. The Contractor shall provide all labor and equipment necessary to patrol the roadway, pickup and dispose of the remains.

**ATTACHMENT B  
SCOPE OF WORK  
ANIMAL CARCASS REMOVAL SERVICES**

8. The Contractor shall complete a "Big Game Highway Mortality Record" as required from the Utah Division of Wildlife Resources and submit a copy with the invoice-as well as a copy to both UDOT fax 801-965-4564) and UDWR fax 801-479-4010) monthly; if it is not provided then the monthly invoice will not be paid until documentation is received.

This record requires GPS coordinates by Degree, Minutes, Seconds (DDMMSS) as to location of pick up to the nearest 10 meters, as well as route and milepost.

9. The Contractor agrees to secure and maintain a Utah Division of Wildlife Resources (UDWR), Certificate of Registration (COR) to possess protected big game animals out of season, this registration form is available by contacting Suzanne McMullin at the Salt Lake Office of UDWR ([suzannemcmullin@utah.gov](mailto:suzannemcmullin@utah.gov) or phone 801-538-4701). As well as any other necessary licenses, permits and bonds that may be required by local authorities to perform this service. The Contractor must carry these forms in the patrol vehicle while on patrol for law enforcement verification at all times. If Contractor fails to possess these forms while on patrol, the Contractor will be subject to all fines and penalties and will not be reimbursed for these costs. Non-possession of required forms may result in minimum fines, penalties, contract cancellation or prosecution.
10. The Contractor also agrees to dispose of the carcasses in accordance with all ordinances and laws in compliance with the regulations of Federal, State and local authorities. The Contractor shall obtain clearance from local law enforcement offices, for the removal and dispose of any cow or horse carcasses. The Contractor shall submit dump receipts with the monthly invoices so that verification of proper disposal can be completed. Dumping of animal carcasses in a manner that violates Federal, State and/or local laws shall not be permitted and if discovered will be referred to the proper authorities for legal action.
11. The Contractor shall maintain a logged entry by each day and routes patrolled so that all mileage patrolled can be verified for each day Copies of the patrol log sheets must be submitted with the monthly "Big Game Highway Mortality Record" and the invoice for verification prior to payment.
12. The Contractors monthly billing invoices shall show the total mileage patrolled each day that the Contractor works, even if only a partial patrol is done.
13. The Contractor is required to have a cell phone and a working GPS while on patrol and must notify each Maintenance Station of the routes patrolled, on the day they are patrolled. All stations have answering machines. If station personnel are not available, leave a message. Failure to comply with this requirement may result in termination of the contract and/or only partial payment of the invoice.

**ATTACHMENT C**  
**SPECIAL TERMS AND CONDITIONS**  
**ANIMAL CARCASS REMOVAL SERVICE**

1. **Contract Acceptance:** At the time the bid form was signed by the offeror, the signature of that offeror became a legally binding signature for the purpose of the contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the offeror for the contract period specified.
2. **Invoicing:** In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices. The Contractor shall submit invoices to the Utah Department of Transportation, Regional office for payment.

UDOT Region 4  
1345 South 350 West  
Richfield, UT 84701

3. **Amount Estimates:** The State does not guarantee to purchase any amount under this contract.
4. **Pricing:** The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed until 03/31/2011. Fuel surcharge may be added based on [DOE guidelines. http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_r40\\_w.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_r40_w.htm)

Any change request on prices must guarantee the price for the same length of time as indicated above and must be made at least thirty (30) days prior to the requested effective date. And at least one full year of the signed contract. Any such request must include sufficient documentation supporting the request. Requests for change on this contract shall not be effective until approved by the procurement supervisor or procurement manager of the Utah Department of Transportation.

5. **Wages:** The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.
6. **Employee Information:** The Contractor must provide names and telephone numbers of individual(s) who will be performing the services outlined in the contract and must immediately notify the Station Manager of any change of address or change of telephone number of the Contractor and/or the individual(s) performing the services. Failure to do so may be cause for termination. If the State determines to terminate the contract, Paragraph 12 of Attachment A, Standard Terms and Conditions may be superseded and immediate termination may occur.

**ATTACHMENT D**  
**PRICING**  
**ANIMAL CARCASS REMOVAL SERVICES**

1.

| <b>Region 4</b> | <b>ROUTE</b> | <b>BEGINNING<br/>MILEPOST</b> | <b>ENDING<br/>MILE<br/>POST</b> | <b>Cost per mile</b> |
|-----------------|--------------|-------------------------------|---------------------------------|----------------------|
|                 | I-15         | 34                            | 188                             |                      |
|                 | I-70         | 0                             | 7.3                             |                      |
|                 | SR-20        | 0                             | 10.2                            |                      |
|                 | SR-50        | 128.8                         | 149.2                           |                      |
|                 | SR-18        | 10                            | 41                              |                      |
|                 | SR-56        | 29                            | 50                              |                      |
|                 |              |                               |                                 |                      |

2. Vendor must supply a percentage break down of cost of contract. This is to include costs associated with fuel and other associated costs.
- a. Fuel \_\_\_\_\_ %
  - b. Other \_\_\_\_\_ %
  - c. Disposal \_\_\_\_\_ %
3. The Total contract will be awarded in entirety. Individual routes WILL NOT be split out to a contractor by the State.



## State of Utah Department of Transportation Invitation to Bid

Legal Company Name (include d/b/a if applicable)

Ordering Address

Remittance Address (if different from ordering address)

Type:

☐ Corporation☐ Partnership☐ Proprietorship☐ Government

Company Contact Person

Phone Number (include area  
code)Discount Terms(for bid purposes, bid discounts less than  
30 days will not be considered)

Brand/Trade Name

Minimum Order

Company's Internet Web Address

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or  
performed in Utah. ☐ YES ☐ NO

If no, enter where produced, etc.

Offeror's Authorized Representative's Signature

Type or Print Name

Federal Tax Identification  
Number

City

City

State of Utah Sales Tax ID Number

State

State

Zip Code

Zip Code

Fax Number (include area  
code)Days Required for Delivery After Receipt of Order (see  
attached for any required minimums)Price Guarantee Period (see attached specifications for  
any required minimums)

Date

Position or Title

## INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

**1. SUBMITTING THE BID:** (a) The Utah Department of Transportation (UDOT) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at BidSync [www.bidsync.com](http://www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via BidSync. (b) Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the bid directly to the UDOT in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the UDOT, 4501 South 2700 West, Box 148260, Calvin Rampton Building, Salt Lake City, UT 84114-8260 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by UDOT. (d) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (e) Facsimile transmission of bids to UDOT will not be considered.

**2. BID PREPARATION:** (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the UDOT. If the supplier lists a trade name and/or catalog number in the bid, UDOT will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

**3. FREIGHT COST:** (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. UDOT will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

**4. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through electronically generated addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

**5. PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of UDOT and may be returned only at UDOT's option. Bids submitted may be reviewed and evaluated by any persons at the discretion of the UDOT.

**6. SAMPLES:** Samples of item(s) specified in this bid, when required by UDOT, must be furnished free of charge to UDOT. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

**7. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) UDOT may accept any item or group of items, or overall low bid. UDOT has the right to cancel this invitation to bid at any time prior to the award of contract. (d) UDOT can reject any or all bids, and it can waive any informality, or technicality in any bid received, if UDOT believes it would serve the best interest of the State. (e) Before, or after, the award of a contract UDOT has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) UDOT does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, *Utah Code Annotated*. (h) Bid tabulations and awards are posted <http://purchasing.utah.gov/vendor/bidtab.html> (i) Multiple contracts may be awarded if UDOT determines it would be in its best interest.

**8. UDOT APPROVAL:** Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of UDOT.

**9. DEBARMENT:** The CONTRACTOR 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 CONTRACTOR cannot certify this statement, attach a written explanation for review by UDOT.

**10. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**11. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

**12. SALES TAX ID NUMBER:** Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at [www.tax.utah.gov/sales](http://www.tax.utah.gov/sales). The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 22 October 2008 - ITB Instructions)

## Question and Answers for Bid #DOT100339TW - Animal Carcass Removal Region 4

### OVERALL BID QUESTIONS

#### Question 1

Can the cost per mile of the successful bid 2 years ago be provided? (Submitted: Mar 3, 2010 2:08:33 PM MST)

#### Answer

- .48 cents per mile. along every route. (Answered: Mar 4, 2010 8:29:28 AM MST)

Question Deadline: Mar 11, 2010 12:00:00 PM MST