



GRANITE SCHOOL DISTRICT
 2500 South State Street
 Salt Lake City, Utah 84115-3110

1. **CONTRACTING PARTIES:** This contract is between the Granite School District hereafter referred to as GSD, and the following Contractor:

Contractor Name Emerald Services Inc.		Address 3545 West 500 South	City, State and Zip Code Salt Lake City, 84106
Contact Person Darren Gatherum		Telephone Number 801-592-5318	Vendor Number 142302
Legal Status:	For-Profit Corporation		

2. **GENERAL PURPOSE OF CONTRACT:** Provide the Granite School District with used motor oil recycling services.
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on bid/proposal #JG21-07, fiscal year 2021.
4. **CONTRACT PERIOD:** Effective date October 1, 2020 Termination date September 30, 2025, unless terminated early or extended in accordance with the terms and conditions of this contract.
 Renewal options- None Maximum length of contract- September 29, 2025.
5. **CONTRACT COSTS:** Details of the contract costs are located in Attachment C.
6. **ATTACHMENT A:** GSD Standard Terms and Conditions
ATTACHMENT B: GSD Invitation for Bid JG21-07
ATTACHMENT C: Emerald Services Bid to JG21-07
ATTACHMENT D: Emerald Services Insurance and Certification Documents
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. The Utah State Procurement Code, and the Granite School District Procurement Policy.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

GRANITE SCHOOL DISTRICT

Contractor's Signature <i>Darren Gatherum</i>	Date 10/1/2020	Legal Review N/A	Date
Contractor's Name Darren Gatherum		School/Department N/A	Date
Title Account Manager		Purchasing/Business <i>Darren Gatherum</i>	Date October 1, 2020

ATTACHMENT A: GRANITE SCHOOL DISTRICT STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under, or protected by applicable state and federal laws, including personal information, student data, and all related metadata. The District reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the cover page(s) that the District and Contractor sign.
 - d) **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"District"** means the Granite School District, in its entirety, including its schools, divisions, departments, authorities, instrumentalities, boards, elected or appointed officers, employees, agents, and authorized volunteers.
 - f) **"Proposal"** means Contractor's response to the District's Solicitation.
 - g) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - h) **"Solicitation"** means the documents used by the District to obtain Contractor's Proposal.
 - i) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A. Additionally terms 43-48 within this document will also apply.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the District to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the District, state and federal auditors, and District staff, access to all such records.
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.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the District, unless disclosure has been made to the District.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the District.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the District from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the District. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property. Nothing in this Agreement shall be deemed as a waiver by any party of the defenses, rights or protections provided by the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.) nor shall this Agreement be construed with respect to third parties as a waiver of any governmental immunity to which the District is otherwise entitled.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and

VII of the Civil Rights Act of 1964 (42 U.S.C. 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; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the District within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the District, upon thirty (30) days written termination notice being given to the Contractor. The District and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the District is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the District be liable to the Contractor for compensation for any services neither requested by the District nor satisfactorily performed by the Contractor. In no event shall the District's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the District for any damages or claims arising under this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the District, if the District reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the District's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the District will reimburse Contractor for the Services properly ordered until the effective date of said notice. The District will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the District to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the District.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the District's funds and used in the exercise of the District's essential functions as a State of Utah entity. Upon request, the District will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the District's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
 - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and two million (\$2,000,000.00) aggregate per occurrence.
 - c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the District before the Contract may commence.

The District reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the District express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Granite School District Purchasing Department, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The District is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the District, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
20. **ACCEPTANCE AND REJECTION:** The District shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the District.

If Contractor delivers nonconforming Services, the District may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the District. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the District will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The District has the right to adjust or return any invoice reflecting incorrect pricing.
22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the District's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the District, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the District within ten (10) business days of receipt of final payment, shall release the District from all claims and all liability to the Contractor. The District's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the District may have against Contractor. The District will not allow the Contractor to charge end users electronic payment fees of any kind.
23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the District, and anyone for whom the District may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
25. **PERFORMANCE EVALUATION:** The District may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the District for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the District), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
27. **REVIEWS:** The District reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the District.
29. **REMEDIES:** Any of the following events will constitute cause for the District to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's

material breach of any term or condition of this Contract. The District may 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 District may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the District; or (v) demand a full refund of any payment that the District has made to Contractor under this Contract for Services that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The District may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the District of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the District, including anyone for whom the District is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the District or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the District for written approval all advertising and publicity matters relating to this Contract. It is within the District's sole discretion whether to provide approval, which must be done in writing.
33. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the District harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the District for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
34. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The District and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the District.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
37. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the District is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the District, or to any person 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.
38. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The District, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the District appoints such an expert or panel, District and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
39. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the District's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the District must be in writing and attached to this Contract or it is rendered null and void.
40. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
41. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
42. **PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing will be guaranteed for the period specified in the original solicitation document. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the Granite School District Director of Purchasing. Granite School District must be given the immediate benefit of any decrease in the market, or allowable discount.

43. **EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity.
44. **COPELAND "ANTI-KICKBACK" ACT:** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
45. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** (40 U.S.C.3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
46. **CLEAN AIR ACT:** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
47. **Byrd Anti-Lobbying Amendment:** (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
48. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the energy Policy and Conservation Act (42 U.S.C. 6201).
49. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 21 August 2017)

Attachment B

INVITATION FOR BID JG21-07 PICKUP SERVICE FOR USED MOTOR OIL RECYCLING

Scope of Work Overview

Granite School District (“District”) invites your company (“Contractor”) to quote on providing pickup service for recycling to all departments and schools (“location”) within the District that generate used motor oil (“oil”). The pickup of the oil is arranged independently by each location. The District would like to organize this pickup so that one company is picking up from the various locations within the District on an as needed basis. The District is doing this to insure that all locations are only working with companies that have the appropriate permits and insure that all Departments are paying/or being paid market rates for the oil.

Contractor Requirements

1. Pickup of used motor oil on an as needed basis.
2. Pickup after notification from the location should occur within 48 hours.
3. Contractor shall provide all necessary equipment to pump oil from each location to the contractor’s vehicle.
4. Contractor shall provide location a bill of lading for the picked-up oil that at a minimum indicates the date, number of gallons, dollar paid per gallon, total amount paid, pickup location, and destination location.
5. Make payment for the used oil directly to each location at the time of pickup. Payment is to be in the form a driver issued check.
6. Spills of used oil during the transfer of product shall be the responsibility of the Contractor and will be handled as required by all local, state, and federal statutes or rules.
7. Provide containers for used oil storage for each district location to meet needs as needed.

Contract Term and Exclusivity

1. The contract resulting from this request for quote will have a term of five years beginning on the date the contract is fully signed by the Contractor and the District.
2. The contract will be for the exclusive pick up of all oil produced by the District.

Mandatory Quote Submittals

1. A company that submits a quote for the pickup of used oil must be licensed through the Utah Department of Environmental Quality as a used oil transporter. A company

submitting a bid for used oil collection **must** include a copy of their State Used Oil Transporter License.

Annual Quantities

Bidders acknowledge that no minimum or maximum quantities of used oil under this contract can be guaranteed. The quantities are for information purposes only and not as a guarantee by the District, approximate annual amounts generated by these waste streams have been provided for this solicitation.

1. The volume of used oil that is generated from all District locations is approximately 4,000 – 5,000 gallons.

Locations

There are primarily ten (10) different locations that generate used motor oil. These Departments may have multiple pickup points. Below is a listing of the locations that would need to be serviced through this contract and where used oil would need to be collected from. The District reserves the right to either add or delete locations as necessary.

Location	Address
Transportation Department	3000 W Parkway Blvd West Valley City, Utah 84119
Maintenance Department	380 W 3050 S Salt Lake City, Utah 84115
Cottonwood High School Auto Shop	5715 S 1300 E Murray, Utah 84121
Cyprus High School Auto Shop	8623 W 3000 S Magna, Utah 84088
Granger High School Auto Shop	3580 S 3600 W West Valley City, Utah 84119
Hunter High School Auto Shop	4200 S 5600 W West Valley City, Utah 84120
Kearns High School Auto Shop	5525 S. Cougar Ln (4800 W) Kearns, Utah 84118
Olympus High School Auto Shop	4055 S 2300 E Holladay, Utah 84124
Skyline High School Auto Shop	3251 E 3760 S Salt Lake City, Utah 84109
Taylorsville High School Auto Shop	5225 S Redwood Rd (1700 S) Taylorsville, Utah 84123

Pricing

The price is to be the price paid to the District upon each pickup from the various locations. The price quoted in this bid must include all transportation and labor costs and any lab testing done. No surcharges or pickup fees outside of the price per gallon will be allowed or considered.

Contract Pricing Index

The price owed by the district or paid by the Contractor for used motor oil bid price per gallon given current market conditions on due date of the bid September 8, 2020. Pricing will be indexed against the U.S. Energy Information Administration's weekly retail gasoline and diesel prices Rocky Mountain (PADD 4) index for Ultra Low Sulfur Diesel as adjusted monthly at the close of the first business day.

https://www.eia.gov/dnav/pet/PET_PRI_GND_A_EPD2DXL0_PTE_DPGAL_W.htm

Required Insurance Policies

Contractor, at its own cost, shall secure and maintain during the term of this contract, the following minimum insurance coverage:

- (1) Commercial general liability insurance, written on an occurrence form, with the District as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$3,000,000 general policy aggregate and \$3,000,000 products completed operations policy aggregate. The policy shall protect the District, the Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Contractor's operations under this Agreement, whether performed by the Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.
- (2) Workers' compensation and employer's liability insurance sufficient to cover all of the Contractor's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. **This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships.** In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
- (3) Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the District as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

The bidder agrees to meet the following requirements with respect to the insurance policies specified above:

- a. The policies shall be issued by insurance companies licensed to do business in the State of Utah and currently rated A- or better by A.M. Best Company.

- b. Bidders shall furnish certificates of insurance showing bidder's insurance coverage at the time of submitting the bid. If awarded the contract, the successful bidder(s) must submit additional certificates of insurance showing Granite School District as an additional insured as required.
- c. In the event Bidder fails to maintain and keep in force any insurance policies as required herein District shall have the right at its sole discretion to obtain such coverage and reduce payments to Bidder for the costs of said insurance.
- d. Any exceptions to these insurance requirements must be submitted to the District prior to bid opening.

Questions

Questions are to be submitted through Utah Public Procurement Place by the due date and time posted. Answers to questions will be posted on Utah Public Procurement Place and changes to the specifications will be released in an addendum.

Award

A contract will be awarded for the used oil. The contract will be awarded to the responsive, responsible bidder(s) bidding the combination (paid credits + payments for disposal) of the highest vendor to district paid pricing (assuming a market with high oil pricing) and the lowest district to vendor paid pricing (assuming a market with normal to low pricing) for the used oil for the stated District locations including pickup, labor charges, lab testing and meeting the specifications. The District may reject any or all bids if it is deemed to be in the best interest of the District.

Attachment C

REQUEST FOR QUOTE

JG21-07 - PICKUP SERVICE FOR USED MOTOR OIL RECYCLING

PRICING SCHEDULE

Please provide your quote in the "Price per Gallon" column for each dollar amount.

CFO- Charge for Oil PFO- Pay for Oil

Pricing is based off WTI Crude Oil Marekt 30 Day Average	Price per Gallon
Below \$30 a Barrel	Will need to Negotiate CFO
\$30.01-\$40.00	\$0.65 Per gallon CFO
\$40.01 -\$50.00	\$0.30 Per gallon CFO
\$50.01 - \$55.00	\$0.10 Per gallon CFO
\$55.01-\$65.00	\$0.00 per gallon
Over \$65.00 a Barrel	Will need to Negotiate PFO



WASTE MANAGEMENT
& RADIATION CONTROL

Utah Used Oil Handler Certificate

Emerald Services, Inc.

UOP-0084

is permitted as a Used Oil Transporter with the Utah Division of Waste Management and Radiation Control pursuant to Utah Code Section 63J-1-504

Effective Date: January 1, 2020

Expiration Date: December 31, 2020

Approved by: 

Director, Division of Waste Management and Radiation Control

Salt Lake County Health Department
promotes and protects community
and environmental health.



SaltLakeHealth.org

Permit: 35-046227

Permit Type: **Waste Haulers**

Service Type: **Liquid Waste Hauler Permit Fee**

Establishment: **CLEAN HARBORS ENVIRONMENTAL SERVICES,
2150 N 470 E
OUT OF COUNTY, UT 84074**

Owner: **CLEAN HARBORS, INC**

Expires: **3/31/2021**



Scan for
Inspection Reports

640-1206


Gary Edwards, Executive Director

The above entity is permitted to operate in Salt Lake County subject to the rules and regulations of the Board of Health. This permit is the property of the Salt Lake County Health Department and may be suspended or revoked for cause. Permits are nontransferable and must be posted in a location clearly visible to the public.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Emerald Services Inc. 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder is named as an Additional Insured for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is understood and agreed that the company waives its right of subrogation which may arise by reason of a payment of claim under the General Liability, Auto Liability and Worker's Compensation policy(ies) as required by written contract where allowed by state law.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 005 EFF DATE: 11/01/2019 EXP DATE: 11/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 005 EFF DATE: 11/01/2019 EXP DATE: 11/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000