F184 9/96
Division of Finance

CONTRACT # 039172

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Dept. of Transportation (Agency Name) | 810 (Agency Code) | Proc./Region One (Division) — referred to as STATE and the following:

CONTRACTOR: Rupp Trucking Ent. Inc. (Name)
7905 West 9600 North (Address)
Tremonton (City) | UT (State) | 84337 (Zip Code)
Jennifer Rupp (Contact Person) | (435) 257-7333 (Phone Number)
870403925 (Federal ID#) | 39307D (Vendor Number) | 91027000000 (Commodity Code(s))

LEGAL STATUS OF CONTRACTOR
- ____ Sole Proprietor
- ____ Non-Profit Corporation
- X For-Profit Corporation
- ____ Partnership
- ____ Government Agency

2. CONTRACT TYPE AND PURPOSE:

This is a requirements contract to provide the State with dumpster placement and trash removal services.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid RM3079.
Requisition # 810 36000000119, FY 2003.

4. CONTRACT PERIOD: Effective date 04/04/03. Termination date 04/03/08, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) None.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of $999,999,999.99 for costs authorized by this contract

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Scope of Work.
ATTACHMENT C: Itemized Price List.
ATTACHMENT D: Special Terms and Conditions.
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

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. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RM3079 dated 03/25/03.

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

CONTRACTOR
SEE ATTACHED
Contractor's Signature
BLAINE RUPP
Contractor's Name
VICE PRESIDENT
Title

STATE OF UTAH
APR 7 2003
David K. Miles, Operations Engineer
APR 2 3 2003
Director, Division of Purchasing
CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE
Director, Division of Finance

Debra Boulton	(801) 965-4070	(801) 965-4073	dboulton@utah.gov
Agency Contact Person	Phone Number	Fax Number	Email Address

JUL 2 2 2005

ENT'D MAR 0 8 2005

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
http://www.purchasing.state.ut.us

Invitation to Bid

Solicitation Number: **RM3079-1**

Due Date: **03/25/03 at 2:00 P.M.**

Date Sent: March 13, 2003

Agency Contract

RM3079-1 233017 SRC 96649
RUPP TRUCKING ENTERPRISES
7905 W 9600 N
TREMONTON UT 84337-8630

Goods and services to be purchased: ***IN LIEU OF PREVIOUS BID* DUMPSTER RENTAL AND TRASH REMOVAL SERVICES**

Please complete

Company Name: RUPP TRUCKING ENT INC		Federal Tax Identification Number: 87-040-3925	
Ordering Address: 7905 W. 9600 N. Tremonton, UT	City: Tremonton	State: UT	Zip Code: 84337
Remittance Address (if different from ordering address): Same	City:	State:	Zip Code:
Type: ☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person: Jennifer		
Telephone Number (include area code): 435-257-7333	Fax Number (include area code): 435-257-1812		
Company's Internet Web Address: rupptrucking@yahoo.com	Email Address:		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums): 24 hrs		

The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. Please review all documents carefully before completing.

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes X No_____. If no, enter where produced, etc._____

Offeror's Authorized Representative's Signature: [signature]	Date: 3/17/03
Type or Print Name: Blaine Rupp	Position or Title: Vice President

ATTACHMENT A: STANDARD TERMS AND CONDITIONS 039172

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, 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:** Any and all supplies, services and equipment furnished 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. **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.

6. **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.

7. **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 negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. **EQUAL OPPORTUNITY 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.

9. **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.

10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.

11. **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.

12. **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 90 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.

13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. 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.

14. **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 judgement 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.

15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)

ATTACHMENT B: SCOPE OF WORK

Provide the Utah Department of Transportation with dumpster placement and trash collection at specified locations:

Specific times to be arranged between the Contractor and State Representative.

All costs pertaining to the disposal of waste material will be the Contractor's responsibility and be included in the monthly billings.

The Contractor will comply with all Utah Health/Environmental Quality Codes pertaining to dumping and disposal of material. Cost for analytical testing and waste profiles shall be the responsibility of the State of Utah.

ATTACHMENT C: ITEMIZED PRICE LIST

LOCATION	DUMPSTER	SERVICE	PRICE
Station 123 1325 East Hwy 90 Brigham City, UT 84302	1 30-cubic yd roll-off	On call basis	$ 66.95 Plus landfill fee
Station 131 28525 W 25600 N Snowville, UT 84336	1 30-cubic yard roll-off	On call basis	$ 153.00 Plus landfill fee
Station 132 8769 W 12000 S Bothwell, UT 84337	1 30-cubic yard roll-off	On call basis	$ 61.80 Plus landfill fee
Station 133 15400 N 6000 W Riverside, UT 84334	1 30-cubic yard roll-off	On call basis	$ 61.80 Plus landfill fee

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT PURCHASE**: This is a requirements contract to provide the State with dumpster placement & trash collection services for a period of five (5) years.

2. **CONTRACT ACCEPTANCE**: At the time the bid form is signed by the Offeror, the signature of that Offeror will be used as a legally binding signature if awarded this 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.

3. **QUANTITY OR AMOUNT ESTIMATES**: Quantities have been estimated for bidding purposes and are not to be construed as a guarantee to purchase any service or specific amount. The State does not guarantee specific purchase amount.

4. **PRICING**: The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for as a period of one (1) year.

   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. ANY REQUEST FOR CHANGE ON PRICES OR SPECIFICATIONS MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON PRICES OR SPECIFICATIONS SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE 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. **INVOICING: THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.**

   In the event the State is entitled to as a cash discount, the period of computation shall commence on the delivery date or the date of as 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 invoice.

   The Contractor shall submit monthly invoices (**BY LOCATION**) to the Utah Department of Transportation, Region One, P. O. Box 12580, Ogden, Utah 84412.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

8. **NON-ASSIGNMENT**: The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

9. **NON-COMPETE CLAUSE**: The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for as a period of time unless disclosure has been made. as a Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate as a contract immediately with as a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate as a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 90 day prior notice to the Contractor.

10. **LIABILITY:** The State is not liable for undocumented damage to the Contractor's dumpsters. The State will provide documentation of damage it has done to the Contractor. The Contractor may then proceed with a claim through the Risk Management Department.