



REQUEST FOR PROPOSALS
Ironhorse Transit Housing Fixtures and Furniture

PROPOSALS DUE: Friday, **October 18, 2013 at 5:00 PM MST**. Proposals should be submitted in PDF format to sreese@parkcity.org and one hard copy must be delivered to the address below:

Park City Municipal Corporation
1053 Ironhorse Drive.
Park City, UT 84060

RFP AVAILABLE: Friday , September 27, 2013

PROPOSALS DUE: Friday, October 18, 2013 at 5:00 PM MST

PROJECT LOCATION: 1053 Ironhorse Drive; Park City, UT 84060

PROJECT DESCRIPTION: The intent of this Request for Proposals is to provide furnishings for the Ironhorse Transit Housing facility, , such as Beds & Mattresses, Appliances, Furniture, etc. This project is partially funded by the Federal Transit Administration (FTA). As such, all terms of submitted proposals should align with federal requirements detailed in Attachment I of this RFP.

This RFP is divided into three (3) primary purchase categories of Furnishings, Fixtures, and Equipment (FF&E), comprised of:

- **Purchase (A)** Beds & Mattresses: Twin & Queen,
- **Purchase (B)** Appliances: Fridges, Microwaves, Washers and Dryers,
- **Purchase (C)** Couches, Televisions.

Product Delivery: **Friday, November 29, 2013**

OWNER: Park City Municipal Corporation (PCMC)

CONTACT: Steve Reese, Transit Shift Supervisor.
Email: sreese@parkcity.org

All questions must be submitted via email no later than October 11th 2013.

Park City Municipal Corporation (PCMC) reserves the right to reject any or all proposals received. Furthermore, PCMC shall have the right to waive any informality or technicality in proposals received when in the best interest of PCMC.

**PARK CITY MUNICIPAL CORPORATION
IRONHORSE TRANSIT HOUSING FIXTURES & FURNITURE RFP**

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**PARK CITY MUNICIPAL CORPORATION (PCMC)
Request for Proposals (RFP)**



Ironhorse Transit Housing Fixtures and Furniture

Background

In 2011, Park City Transit Department applied for a Federal Transit Authority grant to build affordable housing for seasonal transit workers. The proposal was successful and they are now in the process of building 13 units for seasonal transit employees. The property is scheduled for completion in late November, 2013

Scope of Project

The purpose for this Request for Proposal (RFP) is to solicit competitive proposal(s) for the purchase and delivery of New Furniture, Fixtures and Equipment (FF&E) for Park City Transit Employee Housing. Provide detailed product cost and delivery cost to our facility located in Park City, Utah.

The Proposal should state that pricing is good for 90 to 180 days for initial purchases. Respondents are encouraged to provide fixed cost quotes on the each item listed and additional options if purchased within the next 180 days.

This procurement will be funded in part by the Federal Transit Administration. Therefore applicable Federal regulations will apply. Proposer must review and certify that they have read and understand all contract clauses, attachments and certifications, which include (but are not limited to):

- (1) Exhibit A: DBE Requirement
- (2) Exhibit B: Certificate Regarding Debarment/Suspension
- (3) Exhibit C: Non-Collusion Affidavit
- (4) Exhibit D: Fly America and Cargo Preference
- (5) Exhibit E: Access Requirement for Persons with Disabilities
- (6) Exhibit F: Additional Federal Contract Clauses
- (7) Exhibit G: Addenda Acknowledgement
- (8) Exhibit H: Price Proposal
- (9) Exhibit I: Implementation Work Plan
- (10) Exhibit J: Dispute Resolution
- (11) Exhibit K: Reserved (Blank Page)
- (12) Exhibit L: Park City Professional Service Agreement

Schedule for Project Implementation and Completion

The selected RFP respondent will be expected to complete and execute a PCMC Service Provider Contract. The notice to proceed will be issued after the RFP selection process and contract award by PCMC City Council. The product delivery should be complete before Friday, November 29, 2013. A timeline for the delivery (all dates are for 2013) is listed below. PCMC reserves the right to change any dates or deadlines:

1. Friday, October 11, 2013	Questions on RFP Must be submitted by this Date
2. Friday, October 18, 2013	RFP Response Deadline, (PCMC must receive Proposal)
3. Friday, October 25, 2013	RFP Selection Committee Evaluation
4. Thursday, November 7, 2013	City Council Awards Contract
5. Friday, November 8, 2013	Notice to Proceed Provided
6. Friday, November 29, 2013	Products Delivered and Operational By This Date

Proposal Requirements:

Interested vendors shall provide one hard copy *and* a PDF electronic version of their proposal. **Proposals should be 10 pages or less of text** (not including the cover page and appendix items) and include the following information:

1. Cover Page:
 - a. Name, address, email, and website (if available) of the company
2. Narrative of the Vendor's Qualifications and Relevant Experience
 - a. Experience of overall Vendor and key personnel
 - b. Licensing information
 - c. Recent work history for similar projects.
3. Include itemized product cost and delivery cost

Specific Objectives for this procurement are as follows:

- The purpose is to acquire and outfit the newly constructed Transit Housing Facility with the needed Furniture, Fixtures and Equipment for 13 units.
- It is expected that the vendor will work closely with PARK CITY to develop a delivery plan within 14 days following the approval of a contract of purchase. The City reserves the right to negotiate on any element of this proposal. The City reserves the right to purchase, add, postpone or eliminate any Furniture, Fixture or Equipment contained in the proposal. The Contractors/Vendor's representative will meet the Park City's Project Manager to review the components of the RFP and finalize and approve each item that is in the best interest of Park City Transit.

Appliance Overview

- Include complete documentation including manufacturer systems specifications, warranties, maintenance, and troubleshooting guidelines.
- Include complete documentation covering integrated system use, best practices, maintenance and troubleshooting guidelines for each piece of equipment identified.
- All Appliances must be in compliance with the most current UL standard codes. Define minimum and maximum warranty information. *Energy Star Certified If available.

Purchase Items Overview A

Beds & Mattresses	Quantity	Dimensions	Description
Twin Platform Bed with Drawers	8-13	Twin 41.25" W x 78" D x 13.75" H	Solid Wood Storage Platform Bed with minimum of 2 drawers
Low Profile Storage Drawers	Included with Platform Bed	Must fit Twin size mattress. Minimum size: 39" W x 75" L	Smooth, Gloss Natural Wood grain type finish. Headboard must attach to bed. Heavy duty drawer glides. **Provide pricing for Box Spring to fit Twin size bed. **Provide Footboard as option is available. ** Provide pricing on Bunkie Board for Platform Twin size bed.
Queen Platform Bed with Drawers	9-13	62.25" W x 82.5" D x 13.75" H	Solid Wood Storage Platform Bed with minimum of 4 drawers
Low Profile Storage Drawers	Included with Platform Bed	Must fit Queen size mattress. Minimum size: 60" W x 80" L	Smooth, Gloss Natural Wood grain type finish. Headboard must attach to bed. Heavy duty drawer glides. **Provide pricing for Box Spring to fit Queen size bed. **Provide Footboard as option is available. ** Provide pricing on Bunkie Board for Platform Queen size bed.
Twin Bed Mattress	4-8	39" W x 75" L x 8" H	Heavy Duty Spring Coils. **Can be used with or without Box Spring to fit Twin size bed.
Queen Bed Mattress	4-9	60" W x 80" L	Heavy Duty Spring Coils. **Can be used with or without Box Spring to fit Queen size bed.

Purchase Items Overview B

Item	Quantity	Dimensions	Description
Television	12-15	42"	*Energy Star Certified where applicable. 1080p Razor LED HDTV with built in DVD player.
Induction Cooktop	12-15	15"W x 13"D	*Energy Star certified Single Pan Nuwave Cooktop with heat range of 5° -575° Degrees. Induction pan and skillet accessories.
Couch	2-4	90" W x 37" D x 38" H	This piece is a versatile seating solution that maximizes comfort. Solid color, chocolate brown finish, deep comfort cushions, plush upholstery. Sinuous No-sag springs with lifetime parts warranty. Hardwood and Plywood frame with lifetime parts warranty.
Chair	2-4	48" W x 37"D x38" H	This piece is a versatile seating solution that maximizes comfort. Solid color, chocolate brown finish, deep comfort cushions, plush upholstery.

Purchase Items Overview C

Item	Quantity	Dimensions	Description
Stainless Steel 1.7 Cu. Ft. Range Microwave	13	30" W x 15.37" D x 16.75" H	Convection cooking microwave with 1.7 cu. ft. capacity with 950-1500W range. Sensor cooking – senses optimal temperature for fast results. Turntable continually rotates food to ensure even cooking. *Energy Star Certified where applicable. Minimum 1 year warranty.
Stainless Steel 10-11 Cu. Ft. Top Freezer Refrigerator	13	24" W x 27.94" D x 61.25" H	Top freezer refrigerator in black or stainless steel with two doors (one freezer, one refrigerator), gallon size door bins, interior light, auto/cycle defroster and a minimum of one wire freezer shelf. *Energy Star Certified where applicable. Minimum 1 year warranty.
4.3 Cu. Ft. Front Loading Wash Machine	2	27" W x 33.31" D x 38.75" H	Minimum 4.3 cu. ft. capacity with large bedding cycle, out of balance detection, bleach dispensers, delicates/extra rinse/heavy duty/whites wash cycles. Wash tub/drum made of stainless steel. *Energy Star Certified where applicable. Must be stackable with Dryer. Minimum 1 year Warranty

Purchase Items Overview C (cont.)			
Item	Quantity	Dimensions	Description
7.4 Cu. Ft. Front Loading Dryer (Gas only)	2	27" W x 32.75" D x 38.81" H	Gas dryer, with minimum 7.4 cu. ft. capacity with end of cycle signal, automatic temperature control, lint filter. Cycles to include damp dry, auto dry, sensor dry, timed dry, extended tumble, extra dry, cool down, wrinkle free. *Energy Star Certified where applicable. Must be stackable with Washer. Minimum 1 year Warranty
Stackable Washer / Gas Dryer	1	24" W x 27.25" D x 7.75" H	Stackable 1.5 cu. ft. capacity washer, 3.4 cu. ft. capacity gas dryer with stainless steel wash tub/drum. *Energy Star Certified where applicable .

Proposal Evaluation Criteria and Selection Process

Proposals will first be reviewed to ensure all Proposal Submittal Requirements have been met. Nonresponsive submittals will be eliminated without further review and proposals lacking required information will not be considered.

Proposals shall be limited to 10 pages (less one page cover letter and required forms) vendor shall submit (Three) 3 copies. *Concise proposals are encouraged. This will make it easier to present to the Park City staff and evaluate the proposal.

After proposal deadline has closed a selection committee will be formed and comprised of City Staff (typically within 5 days). The selection committee may develop a short list and will determine if proposers will be interviewed. Key dates may be modified based on selection committee's recommendation. Each proposal will be reviewed and ranked based upon the following criteria:

1. Overall quality of Proposal, timeline and delivery of equipment within this project and completion dates.
2. Operating strength and experience of proposing firm.
3. The nature and extent of the any requested changes to City standard contract.
4. Proposal Cost and price may not be the sole deciding factor.
5. Other as deemed appropriate.

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason.

The City reserves the right to negotiate with the top selected vendor/firm/company on any element of proposal including proposed cost.

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposal submitted pursuant to this request for proposals. Park City will provide respondents

written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposal received when in the best interest of the City.

Park City Municipal's policy is to make reasonable attempts to support Park City business by purchasing goods and services through local vendors and service providers, subject to Federal, State and local procurement laws,.

Contract Award

The selected firm and/or firms are expected to enter into the standard professional provider contract with Park City in its current form. (Sample contract attached Exhibit O)

Award of contract is subject to approval by City Council

Proposal Confidentiality

All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to Utah Code Section 3-2-308, as amended.

Proposal Deadline

Proposals must be received on or before 5:00 pm Friday, October 18, 2013.

1053 Ironhorse Drive
PO Box 1480
Park City, Utah 84060

Please submit proposals and any questions or clarifications in writing (*questions submitted deadline 10/11/2013*) to Park City Transit Shift Supervisor, Steve Reese sreese@parkcity.org fax 435-658-8902. If Steve Reese did not directly email you this complete RFP, please contact him via email on or before Friday, October 11, 2013 so that you can be added to a contact list for questions and potential RFP updates.

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, attachments, exhibits, and other documentation produced by the offeror that are submitted to PCMC, as part of the proposal or otherwise, shall become the property of PCMC when received by PCMC and may be considered public information under applicable law. PCMC is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated ("GRAMA"). All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended. **Any material considered by the offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied.** PCMC cannot guarantee that any information will be held confidential. Under Section 63-2-304 of GRAMA, if the offeror makes a claim of confidentiality, PCMC, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the offeror of such determination. The offeror is entitled under GRAMA to appeal an adverse determination. **PCMC is not obligated to notify the offeror of a request, and will not consider a claim of confidentiality, unless the offeror's claim of confidentiality is made in a timely basis and in accordance with the GRAMA.**

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. PCMC will provide respondents written notice of any cancellation and/or modification. Furthermore, PCMC shall have the right to waive any informality or technicality in proposals received when in the best interest of PCMC.

Appeals Procedure

Any supplier, vendor, or contractor who determines that a decision has been made adversely to them, by PCMC, in violation of procurement regulations, may appeal that decision to the City Council. The complainant shall promptly file a written appeal letter with the project manager, within five working days from the time the alleged incident occurred. The letter of appeal shall state all relevant facts of the matter and the remedy sought. Upon receipt of the notice of appeal, the project manager shall forward the appeal notice, their investigation of the matter, and any other relevant information to the City Council. The City Council shall conduct a hearing on the matter and provide the complainant an opportunity to be heard. A written decision shall be sent to the complainant.

Attachment I - Federal Clauses for RFP

The procurement of these Fixtures and Furniture will be funded in part by the Federal Transit Administration. Therefore applicable Federal regulations will apply. Proposer must review and certify that they have read and understand all contract clauses, attachments and certifications, which include (but are not limited to):

- (1) Exhibit A: DBE Requirement
- (2) Exhibit B: Certificate Regarding Debarment/Suspension
- (3) Exhibit C: Non-Collusion Affidavit
- (4) Exhibit D: Fly America and Cargo Preference
- (5) Exhibit E: Access Requirement for Persons with Disabilities
- (6) Exhibit F: Additional Federal Contract Clauses
- (7) Exhibit G: Addenda Acknowledgement
- (8) Exhibit H: Price Proposal
- (9) Exhibit I: Implementation Work Plan
- (10) Exhibit J: Dispute Resolution
- (11) Exhibit K: Reserved (Blank Page)
- (12) Exhibit L: Park City Professional Service Agreement

Exhibit 1-A
Disadvantage Business Enterprise
(DBE) Certification

(Page 1 of 3)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **2%**. A separate contract goal of **1.1%** DBE participation has been established for this procurement. A complete list of qualified DBE's are available on the UDOT website in the Civil Rights section under the title UUCP DBE Directory. Only businesses listed in the current UUCP DBE Directory are certified as a DBE in the State of Utah and will count towards the contract goal. Work must be performed in the area the business is certified in order to count towards the contract goal.

The SERVICE PROVIDER shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The SERVICE PROVIDER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the SERVICE PROVIDER to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **the City** deems appropriate. Each subcontract the SERVICE PROVIDER signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **concurrent with and accompanying sealed bid**:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The estimated percentage (estimated DBE participation / total estimated amount) of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders/offerors who intend to do all the work with their own organization (no subcontractors) will indicate this in their proposal by checking below and signing on page 2 of this certification. Page 3 does not need to be filled out in this instance.

_____ We do not intend to sublet a portion of the contract work.

After the award of the bid, in the event that the bidder indicates that he/she does not intend to sublet any work and subsequently determines to sublet a portion of the work, the Bidder:

Disadvantage Business Enterprise (DBE) Certification

- (a) must justify why subcontract quotes were not a part of the Bid Proposal,
- (b) must utilize equal opportunity action to allow DBEs to compete for and perform on the work to be sublet,
- (c.) must submit the required commitment information with the proposed subcontract.

Bidders must present the information required above **with initial proposals** (see 49 CFR 26.53(3)).

The SERVICE PROVIDER is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the SERVICE Provider’s receipt of payment for that work from the CITY. In addition, **the SERVICE PROVIDER is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the CITY and SERVICE Provider’s receipt of the partial retainage payment related to the subcontractor’s work.**

The SERVICE PROVIDER must promptly notify **The City**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The SERVICE PROVIDER may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **the City**.

One purpose for this is to ensure nondiscrimination, fair competition, remove barriers and create a level playing field, in the award of purchases and/or contracts.

_____ hereby certifies the company I represent has complied with the DBE requirements of: Sub part D of 49 CFR, Section 26 of the Transportation Assistance Act of 1982.

Date: _____

Signature: _____

Company Name: _____

Title: _____

**Disadvantage Business Enterprise
(DBE) Certification**

Please complete the following form detailing DBE participation with this proposal. If the DBE contract goal is not met please provide detailed evidence of good faith efforts used (include with proposal).

Names and addresses of DBE firms that will participate in this contract:

A description of the work each DBE will perform:

The estimated percentage (estimated DBE participation / total estimated amount) of DBE participation shall be: %

Bidder's Commitment

Bidder's Name & Title: _____

Signature: _____ Date: _____

Participating DBE Commitment Confirmation

DBE's Name and Title: _____

Signature: _____ Date: _____

Please attach copy of UUCP DBE certificate with proposal (provided by participating DBE)

Exhibit B - Certificate Regarding Debarment and Suspension

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor/ service provider is required to verify that none of the contractor/service provider, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by PCMC. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **PCMC**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Exhibit C – Non-Collusion Affidavit

I state that I am (sole owner) (a partner) (officer of the foregoing corporation) (agent of the above bidder) of _____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder, except as disclosed on the attached appendix.
- (2) That neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening/closing.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or competitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other form of competitive bid.
- (5), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that _____ understands and acknowledges that the above representations are material and important, and will be relied on by Park City Municipal Corporation in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Park City Municipal Corporation of the true facts relating to the submission of bids for this contract.

Name of Person

Position

Exhibit D - Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform Park City Municipal Corporation, so that additional requirements and clauses may be attached to this Contract.

- 1. The proposer or offeror hereby certifies that it will meet the requirements of Fly America Requirement and Cargo Preference.

- 2. The proposer hereby certifies that it cannot comply with the requirements of Fly America and Cargo Preference.

Date: _____

(Company name)

By: _____
(Signature)

Name: _____

Title:

Exhibit E - Access Requirements for Persons with Disabilities (ADA)

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance," 49 C.F.R. Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
6. U.S. GSA regulations, "Accommodations for the Physically Handicapped" 41 C.F.R. Subpart 101-19; U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
7. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
8. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
9. And any implementing requirements FTA may issue.

Company name: _____

Date: _____

Name: _____
(Signature)

Title: _____

Exhibit F - Additional Federal Contract Clauses

Energy Conservation - The SERVICE PROVIDER agrees to comply with 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.

Clean Water - (1) The SERVICE PROVIDER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The SERVICE PROVIDER agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The SERVICE PROVIDER also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the SERVICE PROVIDER agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the SERVICE PROVIDER which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. SERVICE PROVIDER also agrees, pursuant to 49 C.F.R. 633.17 to

Continued - Additional Federal Contract Clauses

provide the FTA Administrator or his authorized representatives including any PMO Contractor access to SERVICE Provider's records and construction sites pertaining to a major capital

project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The SERVICE PROVIDER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The SERVICE PROVIDER agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case SERVICE PROVIDER agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes - SERVICE PROVIDER shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. SERVICE Provider's failure to so comply shall constitute a material breach of this contract.

Clean Air - (1) The SERVICE PROVIDER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The SERVICE PROVIDER agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The SERVICE PROVIDER also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Recovered Materials - The SERVICE PROVIDER agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247,

and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Continued - Additional Federal Contract Clauses

No Obligation by the Federal Government.

(1) The Purchaser and SERVICE PROVIDER acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, SERVICE PROVIDER, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The SERVICE PROVIDER agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The SERVICE PROVIDER acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the SERVICE PROVIDER certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SERVICE PROVIDER further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SERVICE PROVIDER to the extent the Federal Government deems appropriate.

(2) The SERVICE PROVIDER also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the SERVICE PROVIDER, to the extent the Federal Government deems appropriate.

(3) The SERVICE PROVIDER agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Continued - Additional Federal Contract Clauses

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the SERVICE PROVIDER is required to verify that none of the SERVICE PROVIDER, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The SERVICE PROVIDER is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **the City**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **the City**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the SERVICE PROVIDER agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the SERVICE PROVIDER agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the SERVICE PROVIDER agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375,

Continued - Additional Federal Contract Clauses

"Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The SERVICE PROVIDER agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the SERVICE PROVIDER agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the SERVICE PROVIDER agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SERVICE PROVIDER agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the SERVICE PROVIDER agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the SERVICE PROVIDER agrees to comply with any implementing requirements FTA may issue.

(3) The SERVICE PROVIDER also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The SERVICE PROVIDER shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause The City to be in violation of the FTA terms and conditions.

By signing and submitting a proposal, the bidder or proposer certifies compliance with these additional Federal Clauses.

Name: _____ Date: _____

Exhibit G - Receipt of Addenda

The undersigned acknowledges receipt of the following addenda to the documents:

ADDENDA RECEIVED:

Addendum No. _____	Date Received
Addendum No. _____	Date Received
Addendum No. _____	Date Received
Addendum No. _____	Date Received
Addendum No. _____	Date Received
Addendum No. _____	Date Received
Addendum No. _____	Date Received
Addendum No. _____	Date Received

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation.

If no addendum was received, write "None Received."

Date: _____

Signature: _____

Name: _____
(print)

Title: _____

Exhibit -H Price Proposal

-Sample Itemized List Proposal-

Fill In Cost-EXAMPLE

All cost associated, and if delivery not met please give detailed information.

Date of Offer: September 24, 2013, Cost effective for 90 to 180 days.

Offer:	Unit Price Each	Quantity Pricing	Installed/Delivery
Twin Platform Storage Bed	\$500.00	\$400.00	Included
Queen Platform Storage Bed	\$700.00	\$650.00	Price Per Unit
Twin Mattress	\$200.00	\$160.00	Package Price
Queen Mattress	\$500.00	\$475.00	_____
Television	\$350.00	\$320.00	_____
Induction Cooker	\$100.00	\$99.00	_____
Couch	\$300.00	\$250.00	_____
Chair	\$100.00	\$99.00	_____
Stainless Steel Microwave	\$300.00	\$275.00	_____
Stainless Steel Fridge	\$350.00	\$320.00	_____
Front Load Washer	\$500.00	\$300.00	_____
Front Load Dryer	\$500.00	\$350.00	_____
Stackable Washer/Dryer	\$700.00	\$650.00	_____
Total	_____	_____	_____

Submitted by: _____ (date) Completion Date _____

Bidder Representative / Title _____ Phone Number _____

Sample Layout for Price Proposal

Exhibit I - Proposed Implementation Work Plan

If applicable the Proposer shall set forth its implementation plan for carrying out the services under the RFP, including:

- (a) A description of how the Outline of Services will be performed.
- (b) A description of how the Proposer sees its role in carrying out the responsibilities of Delivery and or Installation.
- (c) A narrative on how the Proposer will carry out the project required by the RFP.

The proposed Implementation Work plan shall include a detailed implementation schedule, including key dates and milestones completed.

Date: _____

Signature: _____

Name: _____
(Print)

Title: _____

Exhibit J - Dispute Resolution

Dispute Clauses for FTA assisted contracts

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by Park City Municipal Corporation's Transit Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transit Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Park City Municipal, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten (10) days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Utah.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Park City Municipal Corporation, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Date: _____

Signature: _____

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Exhibit L

-PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and _____, a Utah corporation (“Service Provider”).

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the “Scope of Services” attached hereto as “Addendum A” and incorporated herein (the “Project”). The total fee for the Project shall not exceed _____ Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Addendum B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider’s activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of

compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall

be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. MAINTENANCE AND INSPECTION OF RECORDS.

A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue

Post Office Box 1480

Park City, UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL _____

Signature

Printed name

Article I. Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a _____ corporation.

Notary Public

ADDENDUM “A” - SCOPE OF SERVICES

ADDENDUM “B” - PAYMENT SCHEDULE FOR “EXTRA” WORK