



Unified Fire Service Area

Request for Proposals - # 2020-13

Station 115 Kitchen Remodel

INFORMATION & REQUIREMENTS

I. INTRODUCTION AND PURPOSE OF RFP

The Unified Fire Service Area (“UFSA”) is a “local district” and an independent Utah governmental entity which collects property taxes to fund fire, paramedic, and emergency services. The boundaries of the UFSA encompass the unincorporated portions of Salt Lake County as well as the Town of Alta, the Town of Brighton, Copperton Metro Township, Eagle Mountain City, Emigration Canyon Metro Township, Herriman City, Kearns Metro Township, Magna Metro Township, Midvale City, Millcreek City, Riverton City, Taylorsville City, and White City Metro Township.

The UFSA is a member of the Unified Fire Authority (“UFA”), which is an “interlocal entity” that provides fire, paramedic, and emergency services to its member entities. The four UFA members are the UFSA and two additional municipalities (Cottonwood Heights City and Holladay City) which are not part of the UFSA taxing service area.

On behalf of its members, the UFA operates 25 fire stations—which are owned by the UFA members—in Salt Lake County and Utah County. A majority of the fire stations are owned by the Unified Fire Service Area (“UFSA”), but the UFSA is conducting this procurement on behalf of its stations as well as some owned by others.

Unified Fire Service Area (“UFSA”) is soliciting competitive sealed proposals from qualified offerors to provide a kitchen remodel at Station 115. Several price options will be requested and will be detailed below.

II. QUALIFICATION OF OFFERORS

Offerors will not be considered unless they meet the following requirements:

All work as defined in the proposal content must be completed without the need for additional requests for proposal or bids.

PRE-PROPOSAL CONFERENCE:

Offerors are advised there will be a required Pre-Proposal Conference held at 1:00 PM, (Mountain Time) on Wednesday, September 9, 2020, at Fire Station 115, 8495 W. State Hwy (10200 S.), Copperton, UT 84006. Arrive prepared with all PPE (including face masks), ladders, or other equipment needed to walk the station if desired. All interested Offerors please RSVP lwood@unifiedfire.org. The purpose of this conference will be to clarify any questions regarding this RFP and to identify the specifics of the scope. If UFA omits anything from this RFP that is necessary for a clear understanding of the RFP, or if the instructions are unclear or in conflict, or if the Offeror has any question or objection about any part of the RFP or any of its parts, the prospective Offeror shall bring such matter to UFA's attention at the conference. If necessary, following the conference, a written addendum shall be issued to all prospective Offerors that attend. Questions or objections to the RFP or any of its parts not submitted prior to or at the conference shall not receive consideration.

III. EVALUATION CRITERIA

The proposals will be evaluated based on the following factors:

<u>Project Cost</u>	40%
<u>Adherence to Scope of Work</u>	40%
<u>Delivery/Construction Timelines</u>	20%

Each category except for Cost will be scored by the evaluation committee on a scale of 1-10, where 1 indicates that the proposal fails to address some or all of the requirements described in the RFP or fails to demonstrate that the offeror can perform the scope of work, and 10 indicates that the proposal addresses and exceeds all of the requirements or criteria described in the RFP. The category will then be given a corresponding percentage point. For instance, if a category is worth 30% of the overall score, a score of 10 will receive all 30 available percentage points for that category. A score of 9 will receive 90% (9/10, in other words) of the available percentage points for that category, which, in this example, equals 27 percentage points, and so on.

The cost proposal will be reviewed separately by an individual not part of the evaluation committee using a scale of 0-40. The offeror with the lowest proposed price will receive 100% of the pricing points (40 points). All other Proposers will receive a portion of the total pricing points based the lowest price divided by the Proposer's price multiplied by the total possible points. Points will be rounded to the nearest whole number.

L - Lowest Price
P - Proposer Price

T - Total Possible Points for Pricing (40)

Score = L/P*T

IV. **PROPOSAL CONTENTS AND SUBMISSION REQUIREMENTS**

- ❑ Sign and return the **Proposal Response Cover Sheet (ATTACHMENT 1)**. The form must be signed by a company representative authorized to bind the Offeror contractually.
- ❑ Submit a proposal which includes all required information as outlined in the **Proposal Content** section of **ATTACHMENT 1**, as well as the statement regarding baseline criteria required by Section II of this RFP.
- ❑ Submit original proposal in electronic format. Electronic quotations may be submitted through a secure mailbox at SciQuest, <http://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their quotation reaches SciQuest before the closing date and time. There is no cost to the supplier to submit UFSA electronic quotations via SciQuest. Here is a link to the Division of Purchasing's website where it provides training materials for vendors on the SciQuest platform - <http://purchasing.utah.gov/for-vendors/> (b) Electronic quotations may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files.
- ❑ The proposal document shall not include any reference to the cost of the proposal, which shall be submitted separately as described in the next bullet.
- ❑ Submit one cost proposal in a separate attachment labeled "Cost Proposal." Failure to submit the cost proposal separately may result in a rejection of the offeror's proposal.
- ❑ Submission Deadline: **11:00 a.m. (Mountain Standard Time) on Thursday, September 17, 2020.**
- ❑ **Proposals received after the 11:00 a.m. deadline will not be allowed.**
- ❑ Proposals will then be sent to UFSA's appointed Selection Committee for evaluation. As required by the Utah Procurement Code, the Cost category will be scored separately and the Selection Committee will not have access to cost information when scoring the remaining categories.

V. **ACCEPTANCE**

- A. Any proposal received shall be considered an offer, which may be accepted by UFSA based upon initial submission without discussions or negotiations.

- B. By submitting a proposal in response to this Request, Offeror agrees that any proposal it submits may be accepted by UFSA at any time within ninety (90) days from the date of submission deadline.
- C. UFSA reserves the right to reject any or all proposals and to waive minor technicalities and irregularities in proposals received, and/or to accept any portion of the offer if deemed in the best interest of UFSA. Failure of Offeror to provide, in its proposal, any information requested in the RFP may result in rejection for non-responsiveness.
- D. The UFSA may accept all or part of any offer and may make multiple awards.
- E. Corrections and/or modifications received after the closing time specified will not be accepted.

VI. **AWARD BY WRITTEN AGREEMENT**

The Offeror selected to provide the services/products shall be required to enter into a written agreement that will be substantially similar to the agreement included as ***ATTACHMENT 2*** of this Request. Signature on the *Proposal Cover Sheet* acknowledges that the Offeror is willing to enter into the Agreement if awarded the contract.

VII. **MISCELLANEOUS TERMS**

- A. **Equal Opportunity.** UFSA will make every effort to ensure that all Offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- B. **Cost of Developing Proposals.** All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Offeror. UFSA assumes no liability for and will not reimburse any costs incurred by Offerors throughout the entire selection process.
- C. **Proposal Ownership.** All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of UFSA and will not be returned to the Offeror.
- D. **Rejection of Proposals.** No proposal shall be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears to UFSA, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to UFSA, or that, based upon its past business practices, may be deemed irresponsible or unreliable by the Chief Financial and Legal Officers. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

VIII. **CONFIDENTIALITY**

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Offeror that is submitted to UFSA, as part of the proposal or otherwise, shall become the property of UFSA when received by UFSA and may be considered public information under applicable law. UFSA is subject to the disclosure requirements of the Government Records Access and Management Act, ("GRAMA") Title 63G, Chapter 2, Utah Code Annotated. UFSA generally considers proposals and all accompanying material to be public and subject to disclosure. **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 as required by GRAMA §63G-2-309. Blanket claims that the entire RFP is confidential will be denied.** UFSA cannot guarantee that any information will be held confidential. If the Offeror makes a claim of confidentiality, UFSA, 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 the GRAMA to appeal an adverse determination. **UFSA 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.**

IX. REPRESENTATION REGARDING ETHICAL STANDARDS

By submitting a proposal, the Offeror is certifying that it has not: (1) provided an illegal gift or payoff to a UFSA officer or employee or former UFSA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or (3) knowingly influenced, and hereby promises that it will not knowingly influence, any UFSA officer or employee or former UFSA officer or employee to breach any ethical standards set forth in UFSA's conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

X. ADDITIONAL INFORMATION

For additional information concerning the services specified in this Request for Proposal, interested parties may contact Larson Wood via e-mail: lwood@unifiedfire.org
Correspondence between suggested offerors and UFSA must be in written format.

For information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, interested parties may contact Erica Langenfass, Purchasing Agent via e-mail at elangenfass@unifiedfire.org or Telecommunications Relay Services (TRS) at 711.

ATTACHMENT 1 TO RFP

Proposal Response Cover Sheet

PROPOSAL FOR Station 115 Kitchen Remodel



TO: Unified Fire Service Area
Station 115 Kitchen Remodel
6726 Navigator Drive
West Jordan, UT 84084

The undersigned, having carefully read and considered the Request for Proposal to provide Station 115 Kitchen Remodel, does hereby offer to perform such Plan on behalf of UFSA, in the manner described and subject to the terms and conditions set forth in the attached proposal.

OFFEROR

Company Name: _____

Doing business as: an individual a partnership a corporation (*mark appropriate box*), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone (____) _____ Fax (____) _____

Mailing Address _____

E-mail Address _____

TAXPAYER IDENTIFICATION NUMBER:

(Attach IRS Form W-9 "Request for TIN and Certification")

Employer I.D. No. _____ **OR** Social Security No. _____
(Corporation or Partnership) (Individual)

ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL CONTENT & EVALUATION REQUIREMENTS LISTED ON NEXT PAGE

PROPOSAL CONTENT

Station 115 Kitchen Remodel

PROPOSALS SUBMITTED FOR EVALUATION MUST INCLUDE, AT A MINIMUM, THE FOLLOWING INFORMATION AND MATERIALS:

The offeror shall provide remodel and construction services for the following projects:

Kitchen Remodel

- a. Kitchen design
- b. Demolition
- c. Cabinets, countertops, major appliances
- d. Flooring
- e. Plumbing and fixtures
- f. Likely finishes to be selected include quartz countertops, commercial style appliances, 3 refrigerators, and other standard fire house finishes. More information will be available on specification sheet and at walk through.

Please see the attached documents for recommended specifications. Please see "Exhibit C". Include the following items in your proposal:

- Desired Payment Schedule
- Weekly schedule of activities to include (but not limited to):
 - Availability to start project once project is awarded.

ORAL INTERVIEWS AND ONSITE INSPECTIONS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE OFFERORS. THE DECISION OF UFSA'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

ATTACHMENT 2 TO RFP

SAMPLE AGREEMENT



SAMPLE AGREEMENT

Station 115 Kitchen Remodel

UNIFIED FIRE SERVICE AREA

THIS NON-EXCLUSIVE AGREEMENT is made and entered effective as of _____. by and between UNIFIED FIRE SERVICE AREA, a political subdivision of the State of Utah, hereinafter "UFSA", and _____, a _____, hereinafter "Contractor," collectively referred to as the "Parties."

RECITALS

- A. Contractor desires to provide Station 115 Kitchen Remodel.
- B. UFSA desires to engage Contractor for such products and/or services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the Parties as follows:

1. Contractor agrees to provide service at station 115, as described in the attached specifications described in **Exhibit "A,"** Scope of Work, which Exhibit is attached hereto and incorporated herein by reference. Notice of time extensions shall be in writing served upon the Contractor by regular mail at least thirty (30) days prior to the expiration of the original term of this Agreement, or any current extension, in order for such extension to be effective. All financial commitments by UFSA shall be subject to the availability of funds approved by UFSA Board and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. For such products and services, Contractor will be paid as specified under **Exhibit "B,"** Price Schedule, which exhibit shall include the pricing offered by Contractor in the proposal submitted as part of the RFP.

3. Contractor, at its own cost, shall secure and maintain the minimum insurance coverage set forth in **Exhibit "C,"** concerning insurance terms, which Exhibit is attached hereto and incorporated herein by reference.

4. Contractor shall obey all laws, ordinances, regulations and rules of the Federal, State, County, Municipal, and other local governments that may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA), Environmental Protection Agency (EPA), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and Contractor shall hold UFSA harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by UFSA as a result of such violation. Contractor must certify that it is in compliance with Utah Code Ann. § 63G-12-302(3) (including amendments and substitutions to the law) relative to the verification of the work eligibility status of employees and, in particular, that Contractor is registered and participates in a Status Verification system as required by law. Please use the certification form attached hereto as **Exhibit "D"**.

5. UFSA may, in its sole discretion, terminate this Agreement upon ten (10) days prior written notice to Contractor if UFSA determines that Contractor's performance is unsatisfactory, or that Contractor has violated any of the terms or provisions of this Agreement; or in the event Contractor becomes insolvent or is named as a Debtor in Bankruptcy.

6. UFSA may terminate this Agreement if Contractor fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party. UFSA may terminate this Agreement if any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

7. UFSA reserves the right to terminate this Agreement in whole or in part, at any time during the Term or any additional terms whenever UFSA determines in its sole discretion that it is in UFSA's interest to do so. If UFSA elects to exercise this right, UFSA shall provide written notice to the Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that UFSA's termination for convenience will not be deemed a termination for default, nor will it entitle Contractor to any rights or remedies by law or this Agreement for breach of contract by UFSA or any other claim or cause of action.

8. If this Agreement is canceled or terminated as provided herein, UFSA shall calculate and pay the Contractor on the basis of the benefit received. No termination by UFSA hereunder shall amount to a waiver of UFSA's right to seek any and all remedies at law or equity which are available to UFSA.

9. Contractor, for itself, its successors and assigns, as part of the consideration hereto, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion or non-job-related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

10. Contractor agrees to indemnify, hold harmless, and defend UFSA, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorneys' fees, to the extent they are caused by Contractor's intentionally wrongful, reckless, or negligent performance hereunder. If UFSA's tender of defense, based upon this indemnity provision, is rejected by Contractor, and Contractor is later found by a court of competent jurisdiction to have been required to indemnify UFSA, then in addition to any other remedies UFSA may have, Contractor shall pay UFSA's reasonable costs, expenses and attorneys' fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require the indemnitor to indemnify the indemnitee against the indemnitee's sole negligence.

11. Contractor represents that it has not: (1) provided an illegal gift or payoff to a UFSA officer or employee or former UFSA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly influenced, and hereby promises that it will not knowingly influence, a UFSA officer or employee or former UFSA officer or employee to breach any of the ethical standards set forth in the conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

12. Contractor is not an employee of UFSA for any purpose whatsoever. The Contractor is an independent contractor at all times during the performance of the services specified.

13. All notices to Contractor shall be directed to Contractor at its place of business as shown on its bid or proposal. All notices to UFSA shall be directed to the following addresses:

Unified Fire Service Area:
District Administrator
3380 South 900 West
Salt Lake City, Utah 84119

With a copy to:
Rachel S. Anderson
Fabian VanCott
215 S. State Street, Suite 1200
Salt Lake City, Utah 84111

14. This Agreement shall not be assigned by either party without the prior written consent of the other party.

15. Contractor's obligations are solely to UFSA and UFSA's obligations are solely to Contractor. This Agreement shall confer no third-party rights whatsoever.

16. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both parties.

17. The total Agreement between the parties shall consist of the following documents which are incorporated herein by this reference:

A. This Agreement.

B. The Request for Proposals issued by UFSA on _____ and any addendum or supplement thereto.

C. Contractor’s Response to UFSA’s Request for Proposals dated _____.

The documents are intended to be complementary and what is called for in one shall be deemed to be called for in all. In the event of any inconsistency or ambiguity between the documents, the inconsistency or ambiguity shall be resolved by granting priority to the contract documents in the order set forth above.

18. This Agreement shall be enforced in and governed by the laws of the State of Utah.

19. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

UNIFIED FIRE SERVICE AREA

By _____
Kristie S. Overson
Board Chair

CONTRACTOR

By _____
Title _____

EXHIBIT "A" to Agreement

SCOPE OF WORK

I. GENERAL

- A. Contractor, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.commerce.state.ut.us.

- B. Contractor shall assume full responsibility for damage to UFSA property caused by Contractor's employees or equipment as determined by designated UFSA personnel.
- C. Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.
- D. Contractor shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

II. RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but shall not be limited to, the following:

- A. The Contractor shall currently own and operate a place of business that shall be devoted to the services and product that they propose to furnish. Said place must be adequately equipped and staffed to render services set forth in this solicitation.
- B. It shall be agreed that legal responsibility for the workmanship and warranty shall remain with the Contractor and manufacturer until work has been accepted by UFSA.
- C. The manufacturer shall immediately furnish any and all recall information, technical services and/or repair bulletins to UFSA. These bulletins shall be furnished for the term of the Agreement and the life of each item.

III. DESCRIPTION OF PRODUCTS OR SERVICES TO BE PROVIDED

STATION INFORMATION

- Station 115: 8495 W. State Highway (10200 S.), Copperton, UT 84006

IV. SYSTEMS NEEDED

Cabinets, countertops, appliances, plumbing, electrical, flooring, and other customary trades will be needed in the kitchen remodel.

Other trades and systems may be required that are not listed.

V. CODES AND STANDARDS

Each bidder must include with their bid proposal a design diagram. A statement that clearly states the system installed will meet all current standards, for exhaust capture systems for installation in fire stations, and will be installed to meet all local, state and federal codes. The following codes, regulations, standards, and guidelines are to be considered part of these specifications and are a minimum standard of evaluation for this project:

- OSHA
- NFPA
- Local and State Building Codes and Guidelines
- IMC International Mechanical Code
- UMC Uniform Mechanical Code
- ASME American Society of Mechanical Engineers
- ANSI American National Standards Institute
- NEC National Electrical Code

VI. REQUIRED DELIVERY ITEMS:

Upon a successful bid award, the vendor shall provide the following to the purchaser, upon job completion:

- Manufacturer's Quality Assurance and warranty documents as detailed below.
- Copy of service, and operational manuals to include all preventive and predictive maintenance recommendations and schedules.

VII. ADDITIONAL SPECIFICATIONS

Project specifications and details as follows:

- Exact scope of work to be identified per mandatory walk through.
- Time is of the essence. This project will need to be completed as quickly as possible. Project will be awarded on or before September 24, 2020. Project will need to be completed on or before December 10, 2020.

EXHIBIT “B” to Agreement

PRICE SCHEDULE

I. GENERAL

- A. Prices stated include all costs associated with the specified materials, transportation, delivery, and related costs. UFSA is not responsible for any freight related shipping cost and/or restocking fees related to return of parts. No other charges shall be allowed.
- B. UFSA is exempt from sales, use, and federal excise taxes on these products and/or services. Exemption certificates shall be furnished upon request.
- C. Prices stated and discounts offered shall be firm for the term of this Agreement. Requests for price adjustment thereafter shall follow requirements specified in Paragraph III, Price Adjustments.

II. PRICING

- A. Pricing to be consistent with that presented in the Contractor’s response to the RFP. Upon commencement of the Agreement, Contractor will provide UFSA with a total, separated by each individual station on a spreadsheet.
- B. Pricing must be itemized. The Price List must include the discount with each item/items to be purchased. Prices submitted in the RFP and discounted sale prices must match unless adjusted pursuant to Paragraph III, Price Adjustments.

III. PRICE ADJUSTMENTS

All discounts must be guaranteed for the entire length (including renewals) of the contract. Pricing must be firm for the duration of this Agreement unless the manufacturer’s price to Contractor increases, in which case Contractor will provide written notice to UFSA at the time of such increase by the submittal of an updated Price List. It is understood that in the event of a reduction in manufacturer’s price, UFSA will be given the full benefit of such decrease immediately and the Price List will be altered to reflect the reduction.

IV. INVOICING AND PAYMENT

After acceptance of the items and/or parts, UFSA shall make payment to Contractor for all services performed by Contractor pursuant to this Agreement. Contractor shall submit written invoice for services rendered and UFSA shall pay the invoiced fee within thirty (30) days, if not in dispute. Final invoices should include the UFSA contract number and purchase order if applicable. UFSA reserves the right to return or adjust any invoice that reflects incorrect pricing. Electronic invoices are preferred (as email, PDF attachments).

Original invoices (with PO#) shall be billed and submitted to:

Unified Fire Authority
Logistics Division
6726 Navigator Drive
West Jordan, UT 84084

Or emailed to:

logisticsbilling@unifiedfire.org

EXHIBIT “C” to Agreement

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Services, and for any additional period of time as specified below, Contractor shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below. Contractor shall submit Certificates of Insurance for UFSA’s review and acceptance. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor hereunder.

A. Commercial General Liability

- a. Contractor shall provide Commercial General Liability insurance covering claims for Bodily Injury, Personal and Advertising Injury, and Property Damage on a policy form that provides coverage at least as broad as coverage provided under the Insurance Services Office (ISO) form CG 00 01, and that includes, but is not limited to, the coverage limits and coverage provisions outlined below.
- b. The required coverage limits shall be the greater of the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, including applicable Umbrella or Excess Limits, or the following:

\$1,000,000 per Occurrence	Bodily Injury or Property Damage Liability;
\$1,000,000 per Occurrence	Personal and Advertising Injury Liability;
\$2,000,000	General Aggregate;
\$2,000,000	Products - Completed Operations Aggregate.
- c. Coverage must be on an “occurrence” basis.
- d. Coverage must be included for “products-completed operations” without any “prior work” coverage limitation or exclusion applicable to any Services to be performed under this Agreement.
- e. Contractual Liability coverage at least as broad as coverage provided by the ISO CG 00 01 policy form must be included.
- f. To the fullest extent permitted by law, UFSA and its Trustees, officers, officials, agents, volunteers, and employees must be covered as *Additional Insureds* on a primary and noncontributory basis. The additional insureds must be covered for:
 - i. Liability arising out of any premises or property utilized for any Services performed under this Agreement, and
 - ii. Liability arising out of or related to this Agreement, including any Services performed hereunder by or on behalf of Contractor, and
 - iii. Products and completed operations of Contractor.

A severability of interests provision must apply for all the Additional Insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability.

B. Workers' Compensation and Employer's Liability

Workers' Compensation coverage, if applicable, shall be on a state-approved policy form providing statutory benefits as required by law, and Employer's Liability coverage with limits no less than \$1,000,000 per accident or disease for all covered losses. Contractor and its Workers' Compensation insurance must waive any rights of subrogation against UFSA and its Trustees, officers, officials, agents, volunteers, and employees, and Contractor shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

C. Excess or Umbrella Liability Insurance

If excess or umbrella policies are used to meet the insurance requirements of this Agreement, they shall provide coverage at least as broad as specified for the underlying coverages, and the full limits of the umbrella or excess coverage shall be available to the UFSA. To the fullest extent permitted by law, the UFSA and its Trustees, officers, officials, agents, volunteers and employees must be covered as additional insureds and such policy or policies shall contain or be endorsed to contain a provision that coverage shall also apply on a primary and non-contributory basis to UFSA *before* UFSA's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured. A severability of interests provision must apply for all additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the insurer's limits of liability.

Provisions Applicable to All Required Insurance

A. Deductibles, Self-Insurance, Self-Insured Retentions

Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to required insurance coverage must be declared to and accepted by UFSA. At the option and request of UFSA, Contractor shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.

B. Acceptability of Insurers

Unless otherwise reviewed and accepted by UFSA, all required insurance must be placed with insurers with a current A. M. Best's rating of no less than A - VII.

C. Claims-Made Coverage

For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified in the insurance requirements outlined above):

- (i) The retroactive date must be shown, and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.
- (ii) Insurance must be maintained and Certificates of Insurance must be provided to UFSA for at least three (3) years after expiration of this Agreement.

- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.
- (iv) If requested by UFSA, a copy of the policy's claims reporting requirement must be submitted to the UFSA for review.

D. Notice of Claims

Contractor agrees to provide immediate notice to UFSA of any loss or claim against UFSA arising out of or in connection with this Agreement, or Services performed under this Agreement. UFSA assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the UFSA.

E. Proof of Compliance

Contractor agrees to provide evidence of insurance required herein, satisfactory to UFSA, consisting of Certificates of Insurance, evidencing all of the coverages required. Contractor agrees, upon request by UFSA, to provide complete, certified copies of any policies within 10 days of such request. (Copies of policies may be redacted to eliminate premium details.) All Certificates of Insurance must be received and accepted by UFSA before any Services are performed under this Agreement commences. Acceptance of Contractor's Certificates of Insurance or any other evidence of insurance coverage does not constitute any guarantee that Contractor's insurance meets the requirements herein. It is Contractor's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of UFSA to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the UFSA, in this or any regard.

F. Notice of Cancellation/Non-Renewal/Material Reduction

Contractor agrees to provide written notice to UFSA thirty (30) days prior to cancellation of coverage required under this Agreement, or of any material reduction or non-renewal of such coverage, other than for non-payment of premium which shall require a 10-day prior written notification. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction below these requirements does not require notice beyond submission to UFSA of an updated Certificate of Insurance.

EXHIBIT "D" to Agreement

CERTIFICATION OF COMPLIANCE WITH E-VERIFY PROGRAM OR EQUIVALENT

This is to certify that _____ ("Company") covenants, represents and warrants to Unified Fire Service Area ("UFSA") that Company is and at all times during the performance of any contract with the UFSA will be in full compliance with the requirements of Utah Code Ann. § 63G-12-302(3) (including amendments and substitutions to the law) relative to the verification of the work eligibility status of employees and, in particular, that Company is registered and participates in a Status Verification system as required by law.

Dated this ___ day of _____, 201__.

Name of Company

By: _____

Title: _____

Printed Name: _____



Unified Fire Service Area

Fire Station 115

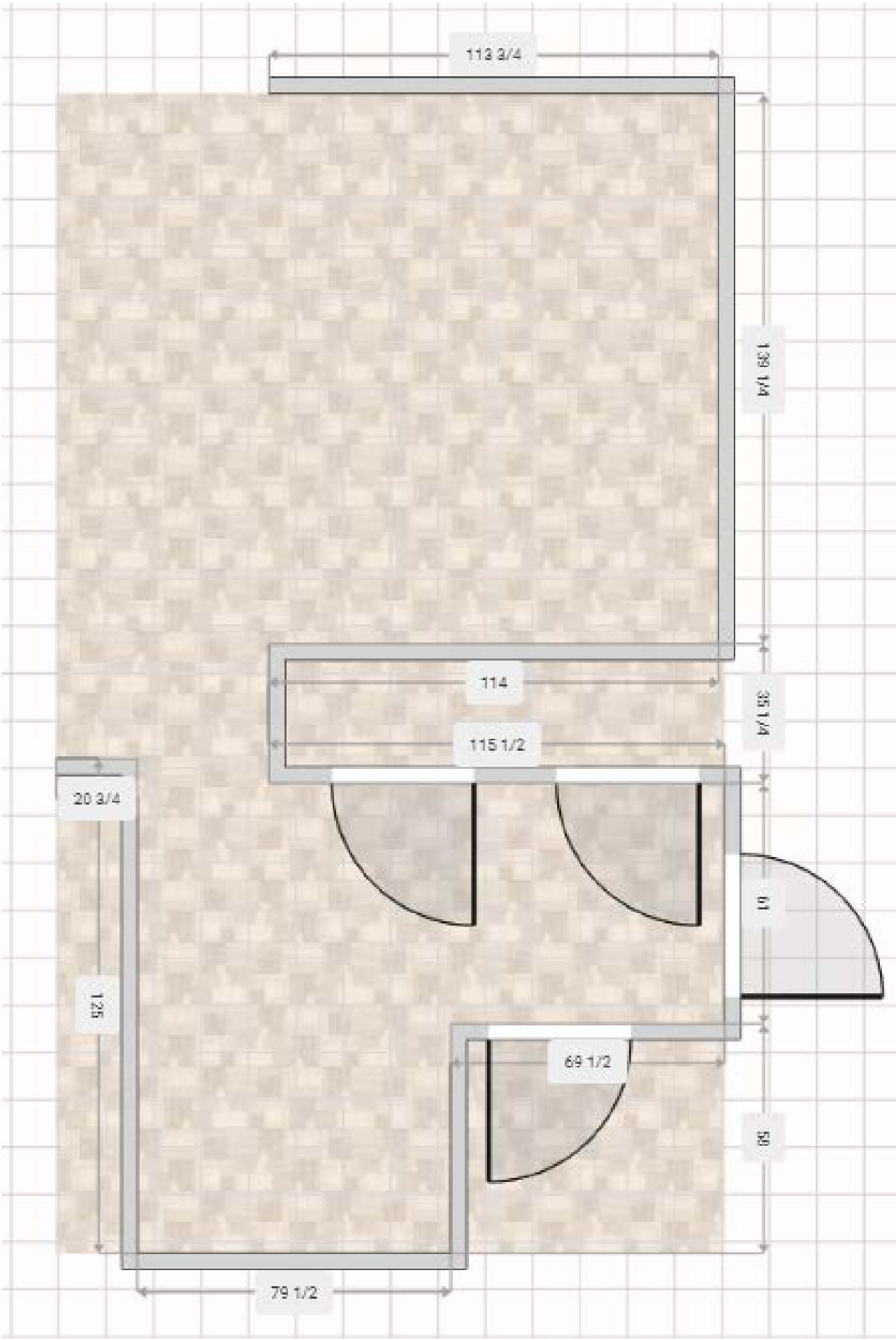
Kitchen Update

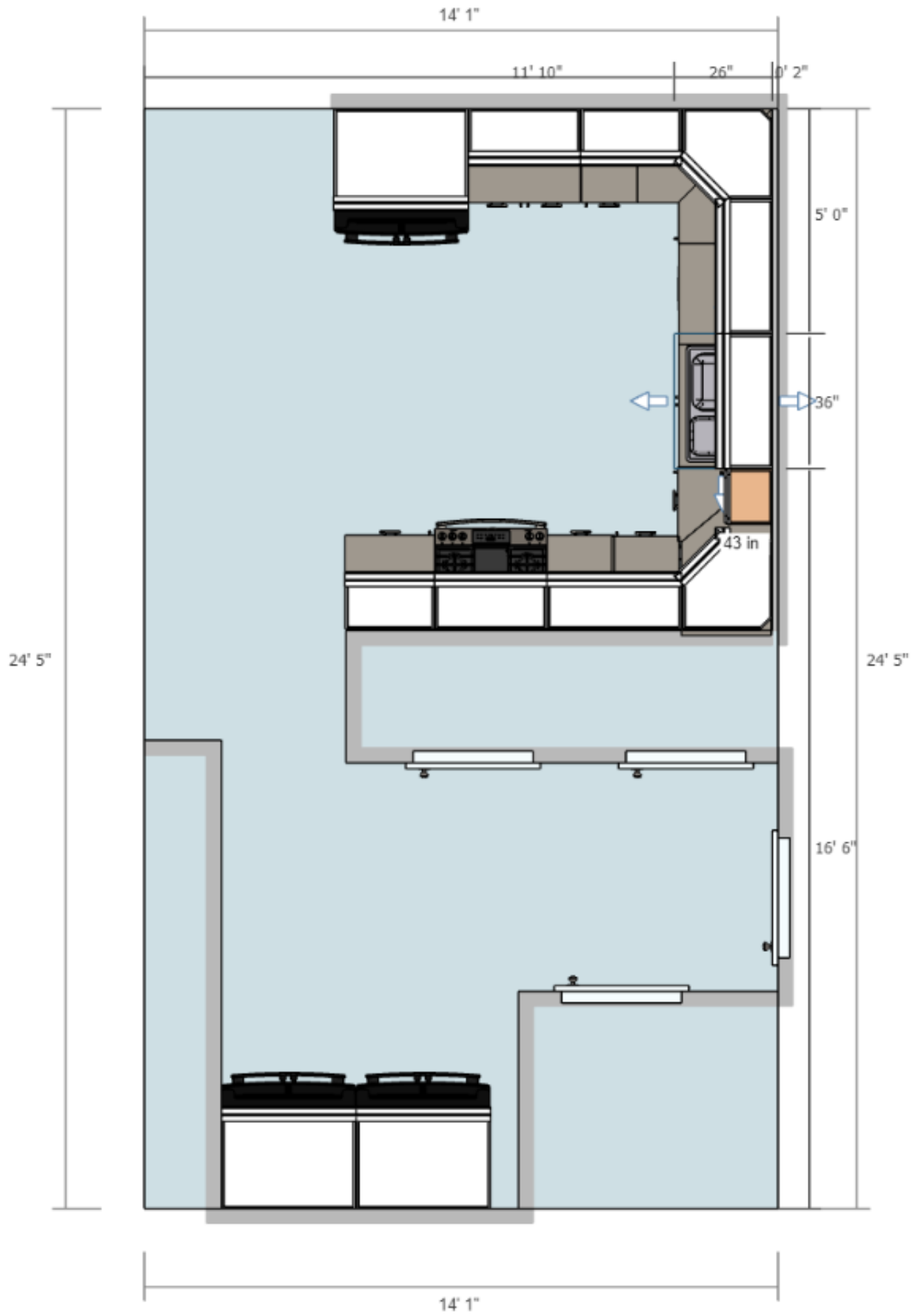
Basic Specifications

Updated 8/26/2020

Kitchen – Remodel of current kitchen with updated layout

- Complete kitchen remodel including lighting, cabinets, countertops, and flooring. Large appliances (refrigerators, dishwasher, range, microwave, and range hood) to be purchased by UFSA (owner).
 - Design to be similar to attached images and layouts with the following specifications:
 - Solid wood cabinets with maple frames/doors in a dark gray stain.
 - 48” tall wall cabinets with 2 adjustable shelves per cabinet where available
 - Stainless steel oversize pulls
 - Quartz countertops in a light gray color TBD. Quote commercial grade.
 - 3 refrigerator spaces. Water line to be plumbed for ice maker on main fridge.
 - Single compartment, 9”+ deep commercial grade stainless steel under mount sink with $\frac{3}{4}$ hp disposal
 - Spray attachment on new Moen Faucet
 - Commercial under counter dishwasher to be supplied and installed by owner.
 - Dual fuel 30” range to be supplied and installed by owner.
 - New gas line to be run to range with tie in to emergency call system with automatic shut off and reset installed per code.
 - Range electrical (220v) and gas must be tied into call system so all utilities are shut off when emergency calls are received.
 - 30” range hood to be supplied by owner, installed by contractor.
 - Aluminum diamond plate backsplash between countertops and upper cabinets, extending to ceiling behind sink and range hood.
 - LED lighting
 - Under cabinet lighting
 - Ceiling lighting to include appropriate task lighting in major working areas of kitchen.
 - Toe kick lights on photocell
 - Flooring
 - Emser Explorer London 12x24.
 - Paint
 - All paint to be Sherwin Williams Pro Mar 200 in the following color scheme:
 - Ceilings and Trim: SW 7005 Pure White
 - Primary Walls: SW 6254 Lazy Gray
 - Accent Walls: SW 9161 Dustblu
 - Bay Doors: SW 6871 Positive Red
 - All oak trim around the kitchen and day room (that is not removed) to be painted the trim color. This includes kitchen and captains room light boxes.









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FLOOR | WALL | COUNTERTOP

Porcelain

TECHNICAL PORCELAIN

COLOR (15) : **NERO MACCHIATO CD37**



SHAPE (1) : **SQUARE**



SIZE (2) : **12 X 12**



FINISH (1) : **MATTE**

