

Unified Fire Service Area Request for Proposal RFP #2025-06

Station 118 Kitchen Remodel

I. **OBJECTIVE**

Unified Fire Service Area ("UFSA") is soliciting competitive sealed proposals from qualified offerors to provide a Unified Fire Authority Fire Station 118 Kitchen Remodel. Station 118 is located at 5317 South 2700 West, Taylorsville, UT.

II. **CRITERIA FOR EVALUATION**

1. Awards of orders will be on the basis of:

Price	40%
Schedule	40%
Experience	20%

(Scoring totals 100%)

Each category except for Fee Proposal 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 0-20. The offeror with the lowest proposed price will receive 100% of the pricing points (20 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 (20)

Score = L/P*T

IMPORTANT NOTICE:

PRE-PROPOSAL CONFERENCE. Offerors are advised there will be a mandatory Pre-Proposal Conference held at Station 118, 5317 South 2700 West, Taylorsville, UT at 10.00 AM (MST) Thursday, June 5, 2025. All interested Offerors must be in attendance. The purpose of this conference will be to clarify any questions regarding this RFP. If UFSA 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 UFSA's attention at the conference. If necessary, following the conference, a written addendum shall be issued to all prospective Offerors that attend the conference. Questions or objections to the RFP or any of its parts not submitted prior to or at the conference shall not receive consideration.

IV. PROPOSAL SUBMISSION

- □ 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 all required information as outlined in the **Proposal Content and Evaluation Criteria** section of **ATTACHMENT 1**. 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.
- UFSA allows for quotations to be submitted electronically. Electronic quotations should be submitted through a secure mailbox at Bonfire (U3P) https://utah.bonfirehub.com/portal/?tab=openOpportunities until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their quotation reaches Bonfire before the closing date and time. There is no cost to the supplier to submit Unified Fire Authority electronic quotations via Bonfire. Here is a link to the Division of Purchasing's website where it provides training materials for vendors on the Bonfire platform https://share.vidyard.com/watch/nRJyoedyaNwRaWv43chZje Electronic quotations may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited.
- Submission Deadline: 11:00 AM (MST) Tuesday, June 17, 2025

□ Proposals received after the deadline will not be considered.

V. ACCEPTANCE

- A. Any proposal received will 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. Offerors shall identify volume discounts if any or all products are selected.

VI. ADDITIONAL INFORMATION

For additional information concerning the services specified in this Request for Proposal, interested parties may contact Erica Langenfass via email at elangenfass@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.

VII. AWARD BY WRITTEN AGREEMENT

The Offeror selected to provide the services/products will be required to enter into a written agreement. (See ATTACHMENT 2).

- Signature on the <u>Proposal Cover Sheet</u> acknowledges that the Offeror is willing to enter into an Agreement if awarded the contract.
- If Offeror has any exceptions to request, the procedures stated under Paragraph IV, EXCEPTIONS, of this section must be followed.

VIII. PREPARATION OF PROPOSALS

A. Failure to read the Request for Proposal and these instructions will be at the Offeror's own risk.

- B. All prices and notations must be typewritten or printed in ink. Erasures are <u>not</u> permitted. Errors may be crossed out and corrections made in ink or by typewriter adjacent to the corrected error. All corrections must be initialed in ink by the person signing the proposal.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.

IX. PROPOSAL INFORMATION

- A. <u>Discussions with Offerors</u>. UFSA may conduct discussions and site inspections with Offerors who submit proposals determined to be reasonably susceptible to being selected for award. However, proposals may be accepted without such discussions or inspections, at UFSA's option.
- B. <u>Equal Opportunity</u>. 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.
- C. <u>Cost of Developing Proposals</u>. 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.
- D. <u>Proposal Ownership</u>. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of UFSA and will not be returned to the Offeror.

E. Rejection of Proposals.

- UFSA reserves the right to reject any or all proposals received. Furthermore, UFSA shall have the right to waive any informality or technicality in proposals received when in the best interest of UFSA.
- 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.

X. EXCEPTIONS TO PROPOSAL

An exception to any term or condition set forth in this proposal must be clearly identified in the response to this RFP. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted in a

<u>separate document accompanying Offeror's proposal identified as "Exceptions</u>." Such exceptions shall be considered in the evaluation and the award processes. UFSA shall be the sole determiner of the acceptability of any exception.

XI. 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 UFA 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.

XII. REPRESENTATION REGARDING ETHICAL STANDARDS

The Offeror certifies 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.

PROPOSAL CONTENT & EVALUATION CRITERIA

Unified Fire Authority Fire Station 118 Kitchen Remodel

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

A. **GENERAL**

The offeror shall furnish Materials and Labor to meet the Scope of work furnished below.

Please see the attached documents for recommended specifications and scope of work. Please see "Exhibit A".

B. QUALIFICATIONS

- A statement of the company's experience working in commercial remodels to meet the requirements of Unified Fire Service Area Scope of Work.
- Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications.
- Detail your company's experience in providing the services requested herein for similar customers of similar size, with dates of performance and/or completion. <u>Include three references</u> with customer name, contact person and telephone numbers.
- In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein.

C. PROPOSED APPROACH TO SERVICES

- A. Provide a statement of your understanding of the service requested and a general description of your proposed approach to the Scope of Work (Exhibit "A").
- B. Detail how your proposed systems work.
- C. Provide a construction plan that details the major milestones and the estimated time and steps each will take to complete. Identify key timelines that will result in water down time.
- D. Provide a detailed listing of any and all ongoing maintenance and product support recommendations or support/maintenance packages you offer (if any) that would be available.

E. Include a list of warranties, recommendations, maintenance schedules and other items needed for the proposed systems.

D. PROPOSED FEES

Provide a complete description of all fees to be billed to UFSA. Please submit your fee schedule as a **separate document**. Fees not listed on the RFP response will not be allowed.

THE DECISION OF UFSA'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

Exhibit "A" SCOPE OF WORK AND SPECIFICATIONS

Project: Unified Fire Authority Fire Station 118 Kitchen Remodel

Unified Fire Service Area ("UFSA") is soliciting competitive sealed proposals from qualified offerors for the renovation and upgrade of the kitchen and flooring at Unified Fire Authority, Station 118. Given the 24-hour operation of the station, the project must be completed with minimal disruption to daily activities. The contractor must adhere to a tight schedule, minimizing construction mess, and ensuring that the kitchen downtime is kept to an absolute minimum. The overall contract will be assessed, in part, based on the contractor's ability to meet these timing and disruption expectations

Specifications:

- 1. Appliances (Contractor-Provided and Installed):
 - 3 Quality Residential-Grade French Door Refrigerators: These will be contractor-supplied and installed. Minimum of 25cu. Ft. The refrigerators must be of high-quality residential grade, Samsung or GE, without ice and water dispensers, and owner-approved. Stainless steel in color
 - 1 KitchenAid or Thermador 48" Gas Cooktop (Model # KCGC558JSS or equivalent): Supplied and installed by the contractor. If an equivalent model is chosen, it must meet or exceed the specifications of the listed model and be approved by the owner.
 - o **2-30" Oven's (Model #JTS5000SN2SS):** Supplied and installed by the contractor. Or an equivalent and approved by the owner.
 - o 1 Dishwasher (Model # FDSH4501AS): Supplied and installed by the contractor. Or an equivalent and approved by the owner. Stainless steel.
 - Stove top Hood Refurbishment: Hood to be refurbished, cleaned, and lighting upgraded to improve efficiency.
 - o **Microwave:** The contractor is to supply and install a **large stainless steel countertop microwave**, with the specific model to be determined.
 - Coffee Maker: The contractor is to supply and ensure space for the BUNN 33200.0015 VPR-2GD 12-Cup Pourover Commercial Coffee Brewer with upper and lower warmers and two glass decanters. The coffee maker should be installed and connected according to specifications.
 - Water Cooler/Ice Maker Build-In: Supplied and Installed by the contractor. A
 designated area will be built for the water cooler/ice maker unit, including provisions
 for drainage to ensure proper function.

All appliances can be substituted with models of like or better quality, subject to owner approval. The contractor is required to provide all necessary electrical and plumbing work to support the installation and functioning of all appliances and fixtures. This includes connecting power, water, and drain lines where necessary.

Additionally, the oven and cooktop must be integrated with the emergency shut-off system that is activated through our dispatch. The contractor will be responsible for coordinating with the dispatch system to ensure proper integration. We will provide the necessary personnel and equipment related to the dispatch system to assist with this portion of the installation.

2. Cabinetry:

- o **Cabinet Construction:** All cabinetry will be constructed from 3/4" thermo-fused melamine with a laminate wood grain finish on doors and drawer fronts. The edges will be finished with 3mm PVC edge banding tape and rounded edges to match the laminate.
- Drawer Construction: All drawers will be constructed from a material that allows for dovetail construction joints for maximum strength and durability. Drawer glides will be Accuride 3832 or equivalent soft-close full-extension drawer glides for smooth operation and longevity.
- o **Drawers Over 8" Tall:** For any drawer over 8" in height, Accuride 4034 full-extension soft-close drawer glides will be used to ensure smooth and reliable functionality.
- o **4 Cabinets (30" wide, floor-to-ceiling):** To be installed, with the top of the cabinet matching the upper cabinet heights.
- o **Cabinet for Microwave:** A space will be provided for a microwave, designed to accommodate multiple brands for flexibility in future upgrades.
- o Cabinet Design for Coffee Pot: Dedicated space for a large coffee pot, designed to be placed near the prep sink to optimize workflow and convenience.
- A long and wide island will be built to fully utilize the available kitchen space. This will include a bar area with seating for bar stools, ensuring functionality and maximizing space for meal prep and social interaction.
- o **Cabinet sizes**: 36" tall base cabinets, 40" tall upper cabinets, minimum. A minimum of 18" from base cabinet to bottom of the upper and a minimum of 30" from the sink cabinet to the bottom of the upper cabinet.
- o **Cabinet and Countertop Colors:** The color of the wood grain laminate and quartz will be decided after the contract is awarded, once the contractor has provided samples to the owner's representative. The remainder of the cabinet design will be discussed in detail during the mandatory walk-through.

3. Sinks and Disposal:

- 2 Large Single Basin Sinks with Garbage Disposals: Installed to provide sufficient space for cleaning and waste disposal. All sinks must be undermount.
- o The faucets for the sinks should be **single handle**, **pull-out nozzle** Moen faucets in **satin nickel** color.
- The garbage disposals to be installed must have a 1 HP or larger capacity.

4. Countertops:

- o **Quartz Countertops:** High-quality, durable quartz surfaces will be installed for long-lasting performance and ease of maintenance.
- o **Back splash:** Full quartz back splash to the bottom of the uppers and to the hood on the cook top.

5. Flooring:

Polished, Sealed Concrete Flooring: The kitchen, TV room, and corridor will have the existing flooring replaced with polished, sealed concrete for durability, ease of maintenance, and a modern aesthetic.

6. Plumbing and Drainage:

o Camera Drains: All kitchen-related drains will be inspected with a camera to ensure no deficiencies or blockages exist, providing long-term reliability.

7. Ceiling and Lighting:

o Ceiling Tile Replacement Option: Option for the replacement of ceiling tiles to enhance the look and function of the kitchen area.

8. Wall Modifications:

Extend Wall Between Kitchen and TV Room: The wall separating the kitchen and TV room will be extended approximately 5 feet to better accommodate the three refrigerators and improve the overall kitchen space. In addition, the TV mounted on this wall will need to be relocated to a new position to be centered in the space after the wall extension is completed.

9. Repainting:

The kitchen and TV room will be fully repainted in **Agreeable Gray** to refresh the look and maintain a clean, professional environment.

10. Electrical Upgrades:

- o **Replace and Upgrade Switches and Outlets:** All switches and outlets in the kitchen and TV room will be replaced with all new, **WHITE commercial grade**.
- **Electrical Outlet Evaluation:** Confirm that the existing outlets in the kitchen are sufficient and do not require the addition of another circuit.

11. Construction and Scheduling:

- Minimize Disruption: Due to the 24-hour nature of the fire station, the contractor must ensure that construction mess is kept to a minimum, and construction downtime is as brief as possible. Any potential disruptions to station operations must be carefully planned, and work should be performed during off-peak hours if feasible.
- Schedule and Communication: A detailed schedule must be developed in collaboration with the fire station to minimize operational impact. The contractor is expected to notify the owner immediately if any issues arise during construction that could affect the schedule or scope of work.

12. Additional Notes:

- o **Unforeseen Issues:** If any unforeseen repairs or ideas arise during construction that may enhance the quality or efficiency of the project, the contractor must immediately notify the owner for review and approval.
- o **Post-Construction Cleanliness:** The contractor must ensure that the site is thoroughly cleaned, and all debris is removed before final inspection.
- Once the bid is accepted, the contractor will collaborate with the owner's representative to finalize the design and layout of the cabinets and appliances, with the understanding that any major design changes may incur additional costs to the owner.

Conclusion:

This remodel project aims to create a functional, modern, and efficient kitchen space for the fire station. The contractor will be expected to adhere to the specified timeline and minimize disruptions to the station's operations, all while ensuring the work is completed to the highest standards of quality and safety.

Exhibit "B"

PRICE SCHEDULE

Project: Unified Fire Authority Fire Station 118 Kitchen Remodel

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 will be allowed.
- B. UFSA is exempt from sales, use, and federal excise taxes on these products and/or services. Exemption certificates will be furnished upon request.
- C. Prices stated and discounts offered will be firm for the term of this Agreement. Requests for price adjustment thereafter will follow requirements specified in Paragraph III, Price Adjustments.

II. PRICING

Pricing to be consistent with that presented in the proposal. Upon commencement of the Agreement, Supplier will provide UFSA with a price list book or spreadsheet ("Price List"), in electronic format, and update such Price List at least annually.

III. INVOICING AND PAYMENT

After acceptance of the items and/or parts, UFSA shall make payment to Supplier for all services performed by Supplier pursuant to this Agreement. Supplier 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#) will be submitted to: Unified Fire Service Area

Attn: Accounts Payable 3380 South 900 West Salt Lake City, Utah 84119

Or by email to: accountspayable@unifiedfire.org

EXHIBIT "C"

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
\$1,000,000 per Occurrence
\$2,000,000
\$2,000,000

Bodily Injury or Property Damage Liability;
Personal and Advertising Injury Liability;
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. <u>Excess or Umbrella Liability Insurance</u>

If excess or umbrella polices 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 Contractors 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,
	ervice Area ("UFSA") that Company is and at all times
	ith the UFSA will be in full compliance with the
	-302(3) (including amendments and substitutions to
	work eligibility status of employees and, in particular,
that Company is registered and participat	es in a Status Verification system as required by law.
Dated this day of	201
Dated this day of	, 201
	Name of Company
	Ву:
	Title:
	Printed Name:

4837-7981-2219, v. 1

ATTACHMENT 1

Proposal Response Cover Sheet

Unified Fire Authority Fire Station 118 Kitchen Remodel



TO: Unified Fire Service Area

UFA Station 118 Kitchen Remodel

3380 South 900 West Salt Lake City, Utah 84119

The undersigned, having carefully read and considered the Request for Proposal to provide, Unified Fire Authority Fire Station 118 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 individe box), duly organized under the la			
BY:			
(Signature of authorized r	epresentative)	(Please Print or T	Type Name)
PRINCIPAL OFFICE ADDRESS:			
Street Address			
City	Count	У	
State	Zip C	ode	
Telephone ()		Fax <u>()</u>	
Mailing Address			
E-mail Address			
TAXPAYER IDENTIFICATION N (Attach IRS Form W-9 "Request f		cion")	
Employer I.D. No.	<i>OR</i> Social S	Security No	
(Corporation o	r Partnership)		(Individual)

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

ATTACHMENT 2 TO RFP

SAMPLE AGREEMENT



SAMPLE AGREEMENT

UNIFIED FIRE SERVICE AREA

by and between UNIFIED FIRE SERVICE	is made and entered effective as ofAREA, a political subdivision of the State of Utah,, hereinafter "Contractor," collectively
	RECITALS
A. Contractor desires to provide	
B. UFSA desires to engage Contr	actor for such products and/or services;
NOW, THEREFORE, in consident contained, it is agreed by and between the F	deration of the promises and covenants hereinafter arties as follows:
attached specifications described in Exhibi and incorporated herein by reference. Not the Contractor by regular mail at least thirty of this Agreement, or any current extensi financial commitments by UFSA shall be s	, as described in the tag," Scope of Work, which Exhibit is attached hereto ace of time extensions shall be in writing served upon (30) days prior to the expiration of the original term on, in order for such extension to be effective. All abject to the availability of funds approved by UFSA tommitments provided under applicable Utah law,
	es, Contractor will be paid as specified under Exhibit ude the pricing offered by Contractor in the proposal

coverage set forth in Exhibit "C," concerning insurance terms, which Exhibit is attached hereto

and incorporated herein by reference.

Contractor, at its own cost, shall secure and maintain the minimum insurance

- 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.
- Each Party certifies that it is not currently engaged in a boycott of the State of 12. Israel or an economic boycott, as defined in Utah Code Ann. § 63G-27-102 and prohibited by Utah Code Ann. § 63G-27-201(1); and agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. Furthermore, each Party agrees to notify the other Party in writing if the first Party begins engaging in a prohibited economic boycott during the term of this Agreement. Activities which are not to be boycotted, absent an ordinary business purpose or unless the boycott is intended to comply with applicable state or federal law, include a boycott of companies that are engaged in fossil fuel-based energy, timber, mining, agriculture, or firearms; companies that do not meet or commit to meet environmental standards beyond applicable state and federal law requirements; or companies that do not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. Notwithstanding anything to the contrary stated in this contract, pursuant to Utah Code Ann. § 63G-27-201(3), this paragraph does not apply to a contract with a total value of less than \$100,000 or to a contract with an entity that has fewer than 10 full-time employees, nor prohibit either Party from entering into a contract with an entity that engages in an otherwise prohibited economic boycott if there is no economically practicable alternative available "to (A) acquire or dispose of a good or service; or (B) meet...[District's or City's, as applicable,] legal duties to issue, incur, or manage debt obligations, or deposit, keep custody of, manage, borrow, or invest funds" or if the purpose of the economic boycott is to "comply with federal law."
- 13. 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.
- 14. 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 95 S. State Street, Suite 2300 Salt Lake City, Utah 84111

- 15. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 16. Contractor's obligations are solely to UFSA and UFSA's obligations are solely to Contractor. This Agreement shall confer no third-party rights whatsoever.
- 17. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both parties.
- 18. 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.

- 19. This Agreement shall be enforced in and governed by the laws of the State of Utah.
- 20. 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		
Ву		
Rachel Anderson		
District Administrator		
CONTRACTOR		
By Title		

















