

# Salt Lake City Corporation

Request for Proposal, RFP No. SLCI21027

## **RENTAL OF EQUIPMENT, TOOLS, AND RELATED ITEMS**

CITY WIDE

Specification No. MU042, Contract No. 01-P-21-2536 various departments, Rev. Sept. 15, 2020/vh

### ***INFORMATION & REQUIREMENTS***

#### **I. OBJECTIVE**

Salt Lake City Corporation (the "City") is soliciting competitive sealed proposals from qualified suppliers to provide rental of a wide variety of equipment, tools, and related items to the City on an "as needed" basis. For a more complete description of product and service requirements refer to **Exhibit "A"** of the attached **SAMPLE BLANKET PURCHASE ORDER AGREEMENT**.

#### **II. BACKGROUND**

It is the intent of Salt Lake City Corporation to enter into an agreement with one or more qualified suppliers to provide equipment rental services to assist the City when the need arises for items such as light equipment, heavy equipment, insulated asphalt oil pup tankers, tools and other miscellaneous related items as needed.

Offeror's are encouraged to submit proposals for all equipment categories, but not required to do so. The selected supplier(s) shall be required to provide rental items on a short term or long-term basis to assist in meeting the City's needs. The resulting agreement(s) shall be non-exclusive with the City reserving the right to acquire rental items, at its discretion, from other sources during the term of the agreement.

This RFP does not include party/event rental items like tents, tables, chairs, etc.

#### **III. INSURANCE REQUIREMENTS**

**Offerors should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting contract(s). Such insurance information is provided under Paragraph 27 of the of the Sample Blanket Purchase Order. Proposed pricing must include associated insurance costs. The selected offeror will be required to provide insurance certificates meeting all requirements at the time of notification of conditional selection.**

**For policies in Paragraph 27 that require you to list Salt Lake City Corporation as an additional insured, you will be required to have the policy endorsed to provide either 30-days "Notice of Cancellation to a Third Party" or 30-days "Notice of Material Change to a Third Party." A copy of the endorsement must be provided with the Certificate of Insurance. (Note: Either endorsement may be conditioned to allow 10-days' notice if the reason for the cancellation is non-payment of premiums)**

#### IV. PROPOSAL SUBMISSION

Submission Deadline: **5:00 pm, Wednesday, November 25, 2020**

Proposals received after this deadline will not be considered. **Please do not include all pages of this RFP document with your response. Include only the response sections described below:**

##### PROPOSAL CONTENT

- 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 & Evaluation Criteria** section of **ATTACHMENT 1**. Please follow the instructions provided there.

##### ELECTRONIC SUBMISSION (required)

Upload your cover sheet and response document as described above, compiled primarily into a **\*SINGLE PDF file**, to the Utah Public Procurement Place (U3P) website. See Paragraph V below for the U3P website and registration information. Proposal must be uploaded, and the electronic submission completed by the time and date specified. (\*Other uploaded documents such as an exceptions document, declarations of confidentiality, or other reference documents related to the primary response criteria are allowed but should be minimal)

##### MORE INFORMATION FOR ELECTRONIC SUBMISSIONS:

Responses through the U3P website require uploading of electronic attachments. The U3P site will accept a variety of document types such as Word, Excel, and PDF attachments but not all. You **MAY NOT** submit documents that are embedded (zip files), movies, wmp and mp3 files or password protected files, etc. Such actions may cause your response to be deemed as "non-responsive". After uploading your response file, offerors **MUST** go to "Review and Submit" and click "SUBMIT RESPONSE" to complete the process.

Please allow sufficient time to complete your initial registration, any online forms and upload documents. The solicitation will end at the closing time published. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your response will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted through the due date and time.

**NOTE:** Proposals will be opened in a manner preventing disclosure of proposal respondents and the contents of the submissions. Proposals will then be sent to the City-appointed selection committee for evaluation.

Even after an offeror is selected for award, no information regarding the proposals will be made public until contract negotiations have been completed and a formal contract has been awarded. When the formal contract has been awarded, the name of the company awarded the contract will be listed on the U3P website.

## V. REGISTER FOR NOTIFICATION OF BID OR RFP ADDENDA and ELECTRONIC SUBMISSION

It is the bidder's/offeror's responsibility to register for notification to receive any changes, corrections, question/answer documents, and addendums issued for RFB (bid) or RFP (proposal) documents. Registration is also required for electronic submission.

Bidder/offeror must complete a one-time registration by providing their company information through the Jaggaer (formerly SciQuest) Utah Supplier Portal. Click this link:

[Supplier Login/Join SciQuest Supplier Network](#) or go to <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>.

Once registered the bidder/offeror may go to this link: [Utah Public Procurement Place](#) (U3P) or <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>, to search and select any Bid or RFP project listed, log-in, download the project documents, ask questions, confirm an intent to respond, and respond to solicitations published there. Failure to register and log-in with an intent to respond to a Bid or RFP constitutes an automatic waiver of bidder's/offeror's right to receive a direct notification of any changes, corrections or addenda for a Bid or RFP.

## VI. QUESTIONS AND CLARIFICATION

**If offerors have questions, need clarification of provisions, or think the City has omitted anything from this Request for Proposal (RFP) which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the offeror shall contact and provide the questions or input to the Purchasing & Contracts Management Division in writing by the deadline for questions set forth below.**

The City's **designated contact person** for questions or additional information concerning the services specified in this RFP, or for additional information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, is **George Brinkerhoff** in the Purchasing and Contracts Management Division: telephone (801) 535-6446; TDD (801) 535-6021; e-mail [george.brinkerhoff@slcgov.com](mailto:george.brinkerhoff@slcgov.com).

No interpretation of the meaning of any provision in this RFP, nor correction of any apparent ambiguity, inconsistency, error, or any other matter pertaining to this RFP shall be made to the offeror orally. All questions requesting clarification or interpretation of any section or sections of this RFP must be submitted online through the U3P website prior to **5:00 pm, Wednesday, November 11, 2020**. Website links are shown in Section V above.

Questions received after the date above may not be considered or receive a response. If questions prompt the need for changes to the RFP document(s), the City will issue a written addendum. Any Q & A information and/or written addendums issued by the City shall be available for interested offerors to view or download through the U3P website within three (3) working days following the above referenced deadline.

Offerors or their agents are instructed not to contact selection committee members, City official or employees, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the Agreement resulting from this solicitation. City, in its sole discretion, may disqualify offerors who violate this Paragraph.

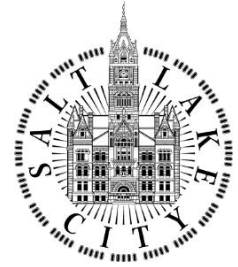


# ATTACHMENT 1

## Proposal Response Cover Sheet

RFP No. SLCI21027

### PROPOSAL FOR RENTAL OF EQUIPMENT, TOOLS, AND RELATED ITEMS



**TO:** Salt Lake City Corporation  
Chief Procurement Officer  
Purchasing & Contracts Division

The undersigned, having carefully read and considered the Request for Proposal to provide **RENTAL OF EQUIPMENT, TOOLS, AND RELATED ITEMS** for the various departments, does hereby offer to perform such services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal. By signing and submitting this proposal, Offeror acknowledges that it has viewed all materials published on the Jaggaer (formerly SciQuest) Utah Public Procurement Place (U3P) for this solicitation, including any addenda to this RFP.

#### OFFEROR

Company Name: \_\_\_\_\_

Doing business as: [ ] **an individual** [ ] **a partnership** [ ] **a corporation** [ ] **a limited liability company**  
(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 ( ) \_\_\_\_\_  
Email Address \_\_\_\_\_

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL CONTENT & EVALUATION REQUIREMENTS LISTED ON THE NEXT (4) PAGES**

# ***PROPOSAL CONTENT & EVALUATION CRITERIA***

## **RENTAL OF EQUIPMENT, TOOLS, AND RELATED ITEMS**

**Instructions: When preparing proposals, reply to each of the following proposal content and evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences and provide any requested materials.**

### **I. QUALIFICATIONS**

- A. A statement of the company's experience and qualifications to meet the requirements of the City as outlined herein. Include a general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the company's chief officers, and where you do business. Offerors may include an annual report or statement of finances, if available, but it shall not substitute for the written narrative requested for this item.
- B. Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Your proposal should include information on levels of training received by each staff member and detailed descriptions of their involvement with projects of similar or identical scopes.

If applicable, identify any of the work that you intend to subcontract to others and identify the proposed subcontractors including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.

- C. Detail your company's experience in providing the services requested herein for similar customers of similar size, with dates of performance and/or completion, customer name, contact person, and telephone number(s). By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.
- D. Is your company currently involved in arbitration or litigation for any reason? If so, please elaborate.
- E. Has your company, or any of your proposed sub-contractors, ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.
- F. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your company that may be related or helpful to the services requested herein.

### **II. PROPOSED APPROACH TO PROJECT**

- A. Provide a general description of the proposed process of how the various City departments and divisions would equipment, tools and related items. In addition, specifically respond to each of the following:
  - 1. A complete list and description of equipment, tools and related items that would be available to the City.

2. A statement describing your advance notice reservation requirements. Specify the number of hours, days, etc., that must be given by category of equipment, and your guarantee that reserved equipment will be available.
  3. Availability of equipment operation training.
  4. Availability of consumable products.
  5. Availability of delivery service.
  6. Procedure when there is breakage or loss of items or equipment.
  7. Customer service and complaint resolution policies.
  8. Current locations where City can pick up rental items.
- B. Provide samples of ANY and ALL forms that City will be required to sign at the time equipment, etc., is picked up and returned.
- C. List your company's procedure for after hour's requests for equipment in the event of an emergency.
- D. Identify the major risks associated with this project. For each risk, identify those activities which can be undertaken to reduce, mitigate or eliminate the risk. Identify the associated responsibilities. Ensure that these activities are reflected in your project and management plans.
- E. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by your company that may be related to or helpful to a comprehensive equipment rental program. If there is a better way for the City to package or define the services that it has requested herein in order to obtain better pricing and/or service by making it easier for the selected Supplier, please explain what modifications would be necessary to achieve such better pricing and/or service.

### **III. PROPOSED FEES**

Proposed prices must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. **Charges not listed in the RFP response will not be allowed.** All prices and fees must be in U.S. dollars.

- A. Provide a single discount or schedule of discounts by category that shall be applied to your current published List Prices for rentals to the City.
- B. Provide your current published list prices for equipment available for rent to which the discount(s) detailed in Item A above would apply. Include hourly, daily, weekly, and monthly list prices where applicable. Please include any or all of the following categories of rentals:

Compaction and Paving
Concrete and Masonry
Electrical
Material Handling
Earth Moving
Cranes
Hand and Power Tools
Consumables
Aerial Lifts

Telescopic Boom lift
Trash Pump
Brush Chippers, Tier 3 & 4
Wood Chippers, Tier 3 & 4
Any Other Items

- C. Detail all other proposed costs associated with providing the rental services that are not already included in the above rates. Such costs may include equipment operation training, delivery service, setup or takedown services, and additional charges for emergency and service outside of regular business hours.
- D. Identify any early payment discount or discounts that you are willing to offer for the purchases contemplated herein, such as “2/10, net 30” where City can take an immediate 2% discount if the payment is made within 10 days after receipt of the invoice or pay the full amount within 30 days from such receipt.

**IV. OTHER REQUIRED INFORMATION & MATERIALS**

- A. **Exceptions.** If you have any exceptions to any of the terms, conditions, or requirements of this Request for Proposal or the attached Sample Blanket Purchase Order they must be identified and included as specified in **Section V of Attachment 2, General Proposal Instructions & Information.** **However, any exceptions submitted may render the submission as non-responsive to the requirements listed.** Include a response to this item stating whether you have, or have not, included any exceptions.
- B. **Interest in sustainability, recycling, and other environmental matters.** The City has an interest in doing business with suppliers that have implemented formal sustainability plans and have operations with minimal adverse impact on the environment. Please state whether your company has a formal sustainability plan, program or policy and, if so, please attach a copy to your proposal. Any sustainability plan, program or policy should address recycling, re-use of materials, and reduction of waste. Please describe any environmentally-friendly measures such as alternative fuel vehicles, recycling measures, and energy reduction measures used by your company in its operations.
- C. **Electronic payment.** The City is encouraging offerors to accept electronic payments using a process whereby vendors can receive payments and remittance advices electronically. Please provide information relating to: (1) your ability to accept electronic payments and remittance advices; (2) your policy, if any, regarding electronic payments; and (3) your discount, if any, for electronic payments.
- D. **City Ethics Requirement.** **Include the following two paragraphs in your proposal and then add your own written acknowledgement that you have read the paragraphs and agree to comply with their terms.**

**REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The offeror represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City 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, or brokerage or contingent fee, other than bona fide employees or



**bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.**

It is the City's policy that City employees are prohibited from personally accepting gifts, incentives, or marketing or promotional items from suppliers and that suppliers shall not offer such items to City employees. Such offers from suppliers are inappropriate and may result in suspension or debarment of the supplier from the City's procurement processes.

- E. Suppliers are hereby informed of the City's requirement to comply with [Utah Code Title 63G Chapter 12](#), which requires a contractor to register and participate in the [federal Status Verification System](#) to enter into a contract for services with a Utah public agency. Please state whether your company is registered and participating in the federal Status Verification System to verify the work eligibility status of new employees that are, or will be, employed and performing work in Utah. If your company is not currently registered and participating in the federal Status Verification System, describe how you will meet this requirement if your company is selected for a conditional award from this solicitation.
- F. Interest in Benefit Corporation and Benefit LLC designations. The City has an interest in doing business with suppliers that have received the Benefit Corporation or Benefit LLC designation from the State of Utah. The "Benefit" designation is for corporations and LLCs that want to consider society and the environment in addition to profit in its decision-making process. Benefit Corporations/LLCs are different from traditional Corporations/LLCs in their purpose, accountability and transparency. The purpose of a Benefit Corporation/LLC is to create public benefit, which is defined as a material positive impact on society and the environment. Please state whether your company has received the "Benefit" designation, and if so, please attach a copy of your annual benefit report to your proposal.

NOTE: Information about these designations may be accessed at:

Benefit Corporation: <https://corporations.utah.gov/business/bc.html>

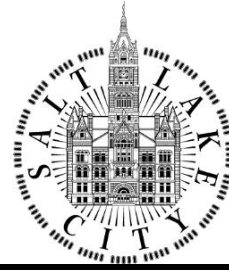
Benefit LLC: <https://corporations.utah.gov/business/blc.html>

**ORAL INTERVIEWS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE CONTRACTORS. THE DECISION OF THE CITY'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.**

**PURSUANT TO REQUIREMENTS OF PARAGRAPH D ABOVE, PLEASE DO NOT SUBMIT ANY GIFTS OR PROMOTIONAL ITEMS WITH YOUR PROPOSAL. CITY EMPLOYEES ARE NOT ALLOWED TO ACCEPT SUCH ITEMS REGARDLESS OF THEIR VALUE.**

# ATTACHMENT 2

## General Proposal Instructions & Information



An electronic version of this document including all attachments and exhibits is available for download from the Jaggaer (formerly SciQuest) Utah Public Procurement Place (U3P) website at: <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

### I. **AWARD BY WRITTEN BLANKET PURCHASE ORDER**

The selected offeror shall be required to enter into a written agreement in substantially the form of the attached **SAMPLE BLANKET ORDER (ATTACHMENT 3)** which shall be the basic form used to develop the final agreement.

- Signature on the *Proposal Cover Sheet* acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Blanket Purchase Order as the selected offeror will be required to comply with its requirements.
- If you have questions or concerns about any provision, please contact the City's contact person as directed in Section VI (Questions and Clarification) of the RFP INFORMATION & REQUIREMENTS.

### II. **PREPARATION OF PROPOSALS**

- A. **Failure to Read.** Failure to read the Request for Proposal and these instructions will be at the offeror's own risk.
- 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. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

### III. **SUBMISSION DEEMED AGREEMENT**

Submission of a bid, proposal or other offer or submission constitutes the bidder's or offeror's agreement to all of the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. In addition, submission of a bid, proposal or other offer or submission by fax or E-mail constitutes a waiver of any claim to confidentiality, or any protest based on such a claim. If you have questions or concerns about any provision, please contact the City's contact person as directed in Section VI (Questions and Clarification) of the RFP INFORMATION & REQUIREMENTS. By the submission of any bid, proposal or other offer or submission, the bidder or offeror represents that the matters stated therein are true and correct.

#### IV. PROPOSAL INFORMATION

- A. Discussions With Offerors. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
- B. Equal Opportunity. The City 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. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Rejection Of Proposals.
- The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.
  - No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City upon a debt or contract or that is in default, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City Purchasing & Contracts Division. 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.
- E. Failure To Submit A Proposal. Failure to submit a proposal (or to advise the City Purchasing & Contracts Division that future Requests for Proposal are desired) may result in the removal of your company from the prospective offerors list.

#### V. EXCEPTIONS TO PROPOSAL & SAMPLE BLANKET AGREEMENT

If offeror takes exception to any term, condition, or requirement set forth in this Request for Proposal or the Sample Blanket Purchase Order and any of its Exhibits and Attachments, said exceptions must be clearly identified and included in the response to this RFP. **Exceptions or deviations to any of the terms, conditions, or requirements must not be added to the proposal pages but must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions."** However, any exceptions submitted may render the submission as non-responsive to the requirements listed. The City shall be the sole determiner of the acceptability of any exception. Therefore, we encourage you to contact the City's contact person with any questions or concerns as described in Section VI (Questions and Clarification) of the RFP INFORMATION & REQUIREMENTS, rather than submitting Exceptions as part of your proposal. Exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

## VI. 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 are submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated (“GRAMA”). The City 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 business confidentiality containing a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied.** The City cannot guarantee that any information will be held confidential. If the offeror makes a claim of business confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or nonpublic, and will notify the offeror of such determination. The offeror is entitled under GRAMA to appeal an adverse determination. **The City is not obligated to notify the offeror of a request to see the offeror’s proposal, 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 GRAMA.**

## VII. GOVERNING CODE AND RULES

The City’s procurement processes, including this competitive solicitation, are governed by Salt Lake City Code 3.24 and Salt Lake City Administrative Rules for Procurement.

# ATTACHMENT 3

## SAMPLE AGREEMENT

The Sample Agreement will be subject to review and modification by the City Attorney's Office.

December 6, 2020

**Salt Lake City Corporation**

BPO NO. 01-P-21-2536

### BLANKET PURCHASE ORDER

VENDOR (PEID NO. )

CITY BPO CONTACT

(Vendor Name)  
(Address)  
(City, State, Zip Code)

Representative \_\_\_\_\_ (email \_\_\_\_\_)  
Telephone:

Salt Lake City Contracting Division  
City Contracts Administrator, Purchasing  
P.O. Box 145455  
Salt Lake City, UT 84114-5455

**Note: This Blanket Purchase Order is open for use by other City departments and divisions. Vendor shall obtain the address of each ordering unit.**

### BLANKET PURCHASE ORDER FOR RENTAL OF EQUIPMENT, TOOLS, AND RELATED ITEMS

1. Vendor shall provide rental of certain equipment, tools, and related items for City's various departments as described in Exhibit "A", attached hereto and incorporated by this reference.
2. For services provided to City, Vendor shall be paid as specified under Exhibit "B", Price Schedule, attached hereto and incorporated by this reference.
3. This Blanket Purchase Order ("BPO") will remain in effect for a period of five (5) years commencing as of the date stated above. City shall have the right to extend this BPO for an additional term of up to four (4) months by giving Contractor written notice at least ten (10) days before the expiration of the original term, provided, however, that City may terminate such additional term by giving Vendor at least five (5) days prior written notice of such termination. This is a non-exclusive agreement and City reserves the right to acquire the services and/or equipment, at its discretion, from other sources during the term of this BPO. All financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.
4. Discounts and percentages stated shall be firm for the full term of this Agreement.
5. Non-discounted fees or charges stated are firm for the initial 2-year term of this BPO. If this BPO is extended for additional periods price adjustments may be made; however, any request for a price adjustment shall be made prior to the beginning date of the BPO renewal period. Vendor may calculate and make a written request to City that the prices for the next renewal year be increased by the lesser of three percent (3%), or the percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US City Average" published by the Bureau of Labor Statistics of the US Federal Government for the most recent twelve (12) month period. If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties. City reserves the right to negotiate prices. Any modification in pricing shall be made by written change order (Change Order).
6. Either party may cancel this BPO for any reason upon giving the other party thirty (30) days prior written notice. Such notice shall be sent to the last known address of the party to be notified.
7. Products and/or services purchased under this BPO shall be subject to the terms and conditions set forth on the pages that follow. If work is performed at the Airport, additional terms and conditions are set forth in the attached Exhibit "C".



**MAIL ALL INVOICES IN DUPLICATE TO:  
INCLUDE BPO NO. ON ALL INVOICES**

This BPO is open for use by all City departments and divisions. Invoices shall be submitted to the City department or division ordering and receiving services and/or products.

#### STATE OF UTAH SALES OR USE TAX EXEMPTION

The Sales Tax License number for Salt Lake City Corporation is **12194670-002-STC**. Signature on this form by an authorized procurement official indicates that the tangible personal property or services being purchased on this Blanket Purchase Order are to be used for essential government services and will be paid with Salt Lake City Corporation funds. Signature further certifies that if the products are defined as construction materials, they will be installed or converted into real property by employees of Salt Lake City Corporation, unless sales tax is included as a separate line item on the purchase order.

SALT LAKE CITY CORPORATION IS NOT RESPONSIBLE FOR GOODS OR SERVICES DELIVERED NOT SPECIFIED IN THIS BLANKET PURCHASE ORDER SIGNED BY THE AUTHORIZED PURCHASING OFFICER.

\_\_\_\_\_  
AUTHORIZED PURCHASING OFFICER SIGNATURE

## STANDARD TERMS AND CONDITIONS

This Blanket Purchase Order constitutes an offer to purchase and not an acceptance of any offer to sell. This offer for goods and/or services may be accepted only in accordance with all terms and conditions of this order without modification, addition, deletion or alteration.

1. **Acceptance:** In absence of written acceptance or the written confirmation by Vendor, the commencement of any work pursuant to this order or the delivery of any goods and/or performance of services described herein shall be deemed an acceptance hereof by Vendor.

2. **Identification:** All shipping containers, shipped documents and invoices must be labeled with the Blanket Purchase Order number, job name and "Shipped to" information without exception. Every shipment must be accompanied by legible packing list or tally containing complete information.

3. **Taxes:** Federal Excise and other taxes on which exemption is allowed government agencies must not be included or added to the price of any item on this order unless otherwise authorized on the face of this Blanket Purchase Order. Necessary exemption certificates will be supplied upon request if more than what is contained on the face of the Blanket Purchase Order is needed. Any taxes later found to have been included and paid by City shall be refunded by Vendor in the amount of the tax so paid.

4. **Prices:** If prices decline before receipt of shipment, the revised prices shall govern. Otherwise, invoices shall be approved for payment only at the prices set forth in Exhibit "B" of this Blanket Purchase Order or, if applicable, at any revised prices agreed to by the parties in an executed Change Order.

5. **Production and Manufacturing Processes:** Any knowledge or information which Vendor may disclose to City in connection herewith, shall not, unless otherwise specifically agreed to in writing by City, be deemed confidential or proprietary information and shall be acquired free of any such restrictions (other than a claim for City's infringement of Vendor's patents, copyrights, trademarks, or other intellectual property rights) as part of the consideration for this order.

6. **Drawing Approval:** Items requiring City's approval of drawings shall not be shipped or invoiced without such approval. Any expense incurred by City through Vendor's failure to comply herewith shall be charged to Vendor's account.

7. **Packing and Freight:**

- A. No charge will be allowed for packing and freight unless agreed upon in writing, prior to acceptance of the order.
- B. Materials must be packed in conformity with tariff or classification requirements so as to secure the lowest possible freight rates.
- C. City shall receive the benefit of any decrease in freight rates between the time of quotation and the date of shipment in all cases where freight is part of the quoted price.
- D. Vendor shall not make partial shipments or deviate from the shipping and routing instructions hereon without prior authorization from the City, and Vendor agrees to reimburse City for any additional expenses incurred from Vendor's breach thereof.

8. **Delivery:** Delivery shall not be made to any place other than the destination specified without City's prior written approval. If delivery cannot be made within the time specified, advise the Purchasing Division immediately, (801) 535-7661.

9. **Special Payment:** No C.O.D. shipments will be accepted.

10. **Rejections/Reimbursements:** If, within a reasonable time after delivery, City finds goods ordered hereunder to be defective in

workmanship or material, or otherwise not in conformity herewith, City may, in addition to its other rights, reject and return such goods at Vendor's expense and such goods may not be replaced by Vendor without written authorization from City.

11. **Time of Essence:** Time is the essence of this contract, and if Vendor shall fail to deliver the materials or services at the time specified herein, City upon written notice to the Vendor, mailed to the address on this order, will have the right to procure materials or services elsewhere and the Vendor hereby agrees to pay any additional charge, cost or penalty that City may incur thereby. Because time is the essence of this contract, City also reserves the right to cancel this order without penalty if shipments are not made as specified herein. City further reserves the right to cancel a portion or all of this order for any reason and upon such cancellation shall pay Vendor's reasonable costs incurred.

12. **Indemnity:** Vendor agrees to indemnify, defend, and hold harmless City, and its agents and employees, from any suit or judgment related to Vendor's negligence in the design, manufacture, and/or provision of the goods or services covered by this Blanket Purchase Order; or from any suit or judgment for infringement of any patents, copyrights, trademarks, or other intellectual property rights related to the goods or services provided hereunder.

13. **Warranty:** For a minimum of one (1) year after delivery to City, Vendor warrants that the goods furnished hereunder shall conform to the requirements and specifications of this order and shall be of good workmanship and quality, free of all defects and fit for the purpose for which they are intended. Disclaimers of express or implied warranties and limitations of liability from or in connection with Seller's products ordered hereby will be of no effect unless assented to in writing by City.

14. **Assignment:** Except for an assignment or subcontract to an affiliated company or a company that, through merger or acquisition, acquires all the assets and duties of Vendor, Vendor cannot assign or subcontract any part of this Blanket Purchase Order without prior written consent of City.

15. **Non-Waiver:** City's failure to insist upon strict performance of the terms and conditions hereof shall not be construed as a waiver of the right to rely thereon in the future.

16. **Entire Agreement:** This Blanket Purchase Order, with the request for bid or quotation, if any, and any written Change Orders, expresses the entire agreement between City and the Vendor to rely thereon in the future.

17. **Terms of Agreement:** The terms of this BPO shall be construed in accordance with the laws of the state of Utah and enforced only in the federal or state courts located in Salt Lake City, Utah.

18. **For ADA Accommodations:** Please allow 48 hours notice, TDD phone (801) 535-6021, FAX (801) 535-6190.

19. **Licenses and Permits:** Vendor shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

20. **Damage:** Vendor shall assume full responsibility for damage to City property caused by Vendor's employees or equipment as determined by designated City personnel.

21. **Safety:** Vendor shall be solely responsible for the safety of Vendor's employees and others relative to Vendor's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.

22. **Service/product requirement:** Except as specified in Exhibit "A", there is no guarantee of the actual extent of the orders that may be placed by City under this Blanket Purchase Order. City may periodically place orders with Vendor under this Blanket Purchase Order that shall be furnished and paid for pursuant to the terms of this Blanket Purchase Order.

23. **Usage:** If not already provided herein, this BPO is available for use by any City department or division. Delivery locations and invoice addresses shall be obtained from the City department or division ordering and receiving services and/or products.

**24. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:**

Vendor represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city 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, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

25. **GOODS TO BE NEW:** Unless otherwise specifically stated in Exhibit "A" hereto, all goods provided pursuant to this Blanket Purchase Order shall be new.

26. **CONTROLLING DOCUMENT:** The terms of this BPO shall supersede and prevail over any additional or conflicting terms or provisions that may be set forth or printed on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of City.

**27. INSURANCE:**

**A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.**

(1) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this BPO, and (ii) be maintained for a period of at least three (3) years following the end of the term of this BPO or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to City.

(2) All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(a) Currently rated A- or better by A.M. Best Company; or

(b) Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

(3) Vendor shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(4) In the event any work is subcontracted, Vendor shall require its subcontractor, at no cost to City, to secure and maintain all minimum insurance coverages required of Vendor hereunder.

(5) All required certificates and policies shall be endorsed as needed to provide that coverage thereunder shall not be canceled or modified without providing, in a manner approved by the City Attorney, 30 days' prior written notice to City or 10 days' prior written notice for cancellation due to non-payment of premiums.

**B. REQUIRED INSURANCE POLICIES.** Vendor, at its own cost, shall secure and maintain during the term of this BPO, including all renewal terms, the following minimum insurance coverage:

(1) Workers' compensation and employer's liability insurance sufficient to cover all of Contractor's employees pursuant to Utah law. In the event any work is subcontracted, Contractor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(2) Commercial general liability (CGL) insurance with a policy endorsement naming Salt Lake City Corporation as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City's own policy or policies of insurance, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate. The policy shall include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect City, Contractor, and any subcontractor from claims for damages for bodily injury, including accidental death, and property damage that may arise from Contractor's operations under this Agreement, whether performed by Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations.

(3) Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles in the minimum amount of a combined single limit of \$1,000,000 per occurrence or \$500,000 liability per person, \$1,000,000 liability per occurrence, and \$250,000 property damage. These limits can be reached either with a commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy.

**EXHIBIT "A"**  
**RENTAL OF EQUIPMENT, TOOLS, AND RELATED ITEMS**  
**SCOPE OF WORK**

Vendor shall provide the following products and/or services in accordance with the following requirements.

**I. GENERAL**

- A. Vendor, 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](http://www.commerce.state.ut.us) .*

- B. Vendor shall assume full responsibility for damage to City property caused by Vendor's employees or equipment as determined by designated City personnel.
- C. Vendor shall be solely responsible for the safety of Vendor's employees and others relative to Vendor's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.
- D. Vendor shall possess and keep in force all licenses and permits required to perform services under this Agreement.
- E. No guarantee of the actual service/product requirement is implied or expressed by this Agreement. Service/product requirements shall be determined by actual need.

**II. RESPONSIBILITIES OF VENDOR**

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

- A. Vendor shall rent to City equipment and tools at the discounts listed in Exhibit "B". Equipment and tools provided shall be serviced and maintained in good condition.
- B. Vendor shall provide a detailed description of their equipment rental process.
- C. If cranes are utilized to deliver, set up, and remove equipment, Vendor shall provide yearly a copy of the Annual State Crane Inspection Certification for each crane used.
- D. Vendor shall provide training for City employees on equipment usage and/or safety when requested at mutually agreed upon times.
- E. Vendor shall make every effort to notify City personnel of Vendors inability to meet scheduled delivery times. If City personnel pick up any equipment from Vendor, Vendor shall not assess City with delivery charges.
- F. Equipment Delivery or Will Call - When a unit is delivered to City or picked up by a City employee, the following paperwork shall be completed, and City employee shall receive copies of both documents:
1. Rental Agreement
  2. Equipment Check-Out Sheet listing any existing damage to the rented unit observed during the equipment inspection.
- G. Equipment Release - Equipment may be released by contacting Vendor. A "release number" will be issued to City employee and the rented unit(s) will be taken off rent at that time. The release number is City's record of releasing the rented unit. City shall make every effort to secure rented or released equipment while in its possession.
- H. Billing disputes shall not be addressed regarding release date and time without the release number being provided by City.
- I. Equipment Pick-Up - Upon the return or picking up of a released unit, the following paperwork shall be completed by Vendor and copies provided to City employee:
1. Signed Release Receipt corresponding to the "release number" issued.



- 2. Equipment Check-In Sheet, taken from the original Check-Out Sheet listing any damages observed during the equipment inspection that may have occurred during the rental.
- J. Equipment that is carried in stock by Vendor shall be delivered within a two-hour time frame.
- K. Vendor warrants that the products conform to the manufacturers' specifications.
- L. Below are the current locations where City can pick up rental items. City may also use any new stores/locations that are added throughout this Agreement.

This section to be completed after conditional contract award.

- M. Vendor agrees to provide annual reports showing all purchases made under this BPO. Reports shall show City department name, part numbers, part descriptions, unit prices and extended amounts paid for all orders. Report shall also show the total dollar amount of expenditures for each City department for the year if more than one department is using this BPO. Provide each annual report to the City Contracts Administrator by mail to the address provided below or by email, in an electronic format (Excel format preferred), to [jerilyn.midthun@slcgov.com](mailto:jerilyn.midthun@slcgov.com).

Mail to: Salt Lake City Corporation  
Attn: Contracts Administrator  
PO Box 145455  
Salt Lake City, UT 84114-5455

City may, at any time, audit invoices for purchases made by City from Vendor under this BPO.

**EXHIBIT “B”**  
**RENTAL OF EQUIPMENT, TOOLS, AND RELATED ITEMS**  
**PRICE SCHEDULE**

**I. PRICING**

A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.

B. This section to be completed after conditional contract award.

**II. INVOICING AND PAYMENT**

City shall pay Vendor for all products and services ordered by City and provided by Vendor pursuant to this Agreement. Vendor shall submit a written invoice, in duplicate, for products and services provided and City shall pay the invoiced fee within thirty (30) days after receipt of the invoice by City. Vendor shall list the City BPO No. on all invoices, quotes, correspondence, and documentation relating to this BPO.

Invoices shall be submitted directly to the department or division originating the request.

EXHIBIT "C"

TERMS AND CONDITIONS  
DEPARTMENT OF AIRPORTS

1. AIRPORT'S RIGHT TO DO WORK. No provision in this Agreement shall relieve Contractor of the responsibility for negligence, faulty materials or faulty work. Contractor shall, within twenty-four hours' notice (either verbal or in accordance with formal written procedure) by City's Director of Airports or his/her designee, commence to perform any corrective work required by said designee, unless work to be performed interferes with a function of the Airport in which case the Director of Airports or said designee shall assign the time the work is to be accomplished. If Contractor should neglect to perform the work properly in accordance with this paragraph or fail to perform any provisions of this Agreement, the Director of Airports or said designee, after twenty-four hours' notice (either verbal or in accordance with formal written notice procedure) to Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from any payment due Contractor. In cases of emergency, as determined by the Director of Airports or his/her designee, after delivery of notice (either verbal or in accordance with formal written notice procedure) to Contractor, may perform such work or contract the work without delay and may deduct the cost thereof from any payment due Contractor.

2. SAFETY. Contractor shall take all necessary safety precautions and comply with all applicable provisions of Federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where Contractor's work is being performed. The Director of Airports or his or her designee may stop work if safety laws or safe work practices are not being observed.

3. FAA SUBORDINATION CLAUSE. This Agreement and all provisions hereof are subject and subordinate to the terms and conditions of any existing or future agreement entered into between City and the United States of America for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or the expenditure of federal funds or passenger facility charges for the improvement or development of the Airport. The Agreement will be subject to any ordinances, rules or regulations which have been, or may hereafter be, adopted pertaining to the Airport. If the Federal Aviation Administration or Transportation Security Administration or their successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions as they may affect any of the terms, conditions or requirements of this Agreement, as may be reasonably required.

4. NONDISCRIMINATION.

A. Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities

of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. Contractor does hereby agree to include the above clauses in all subcontracts and cause subcontractors to similarly include clauses in further subcontracts.

D. In the event of breach of any of the nondiscriminatory covenants above, City shall have the right to terminate this Agreement as if it had never been made or issued

E. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958, as amended.

5. **RULES AND REGULATIONS.** In conducting its operations hereunder, Contractor shall comply with all applicable laws of the United States of America, the State of Utah, Salt Lake City, and lawful rules and regulations promulgated by their authority, including the Federal Aviation Administration and Transportation Security Administration with reference to airport security; and all applicable lawful rules, regulations and ordinances of City now in force or thereafter prescribed and promulgated by authority of law. Said laws, rules, regulations and ordinances include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA), the Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), the Utah Identity Documents and Verification Act, all fire codes, Airport rules and regulations, and security regulations. Any violation of applicable law shall constitute a breach of this Agreement and Contractor shall hold City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by City as a result of such violation.

6. **AIRPORT SECURITY.** Contractor shall at all times be subject to regulations imposed by FAR Part 1542 "Airport Security," as amended. Contractor agrees that it shall be solely and fully responsible for any and all breaches of security resulting from the negligence or intentional acts of omission or commission of officers, employees, representatives, agents, servants, subtenants, consultants, subcontractors, successors, assigns and contractors of Contractor. Without limitation, Contractor shall be strictly liable to pay any civil penalties assessed by the Transportation Security Administration against Contractor or the Airport in connection with the actions of Contractor and its agents and employees, and the obligation to indemnify City under this Agreement includes the reimbursement of any such payments made by City on Contractor's behalf. If required by the Airport for the performance of this Agreement, Contractor's personnel assigned to provide service at the Airport shall obtain an Airport issued identification badge prior to providing service, and shall maintain the qualifications required to possess the badge during the period of this Agreement. If such personnel become unqualified to hold such a badge, Contractor shall promptly provide replacement personnel qualified to hold such a badge in order to perform the services required under this Agreement without interruption. To qualify to obtain the identification badge, Contractor's personnel shall:

A. Undergo a fingerprint-based criminal history records check as required by 49 CFR Section 1542.209. Contractor's employees to be used to provide services shall be able to pass this check with no convictions for a disqualifying offense as outlined by the Transportation Security Administration (TSA).

B. Successfully complete a TSA required two-hour security training course offered by the Airport.

7. **HAZARD COMMUNICATION STANDARD.** Contractor shall at all times hereunder be subject to regulations imposed by the 29 Code of Federal Regulation 1910.1200, "Hazard Communication Standard." Contractor shall be solely responsible for any and all violations of the Hazard Communication Standard resulting from the negligence or intentional acts of omission or commission of officers, employees, representatives, agents, servants, contractors, subcontractors, successors, assigns, and suppliers of Contractor.

8. NOTICES. In addition to the notice addresses set forth in the main body of this Agreement, notices to City provided for herein shall also include the following, which shall be sufficient if hand delivered or sent by first class, certified, or registered mail, postage prepaid, to the following address:

Contracts Manager  
Salt Lake City Department of Airports  
Salt Lake City International Airport  
P.O. Box 145550  
Salt Lake City, Utah 84114-5550

9. AIRPORT'S RIGHT TO ACQUIRE INSURANCE FOR CONTRACTOR.

A. The Airport \$5,000,000 per occurrence insurance requirements for commercial general liability and commercial automobile liability take effect only if Contractor is required to obtain airfield Security Identification Display Areas (SIDA) driving privileges.

B. In the event that Contractor shall at any time fail to furnish City the certificate or certificates required, City, upon written notice to Contractor of its intention to do so, shall have the right to secure the required insurance, at the cost and expense of Contractor, and Contractor agrees to reimburse City promptly for the cost thereof plus ten percent (10%) for cost of ad