

REQUEST FOR PROPOSALS
SALT LAKE CITY CORPORATION
DEPARTMENT OF AIRPORTS
SECURITY GUARD SERVICES

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SECURITY GUARD SERVICES
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AGREEMENT FORM

Respondents or their agents are instructed not to contact selection committee members, City employees, the Mayor's office, the City Council, or members of the Airport Board (as outlined in Salt Lake City Code Title 2 Chapter 2.44, Conflict of Interest), or 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 Respondents in violation of this paragraph.

REQUEST FOR PROPOSALS
SALT LAKE CITY CORPORATION
DEPARTMENT OF AIRPORTS

SECURITY GUARD SERVICES

SECTION 1
Schedule

RFP Available	May 16, 2011
Pre-proposal Conference	June 1, 2011
Statements Due	June 24, 2011
Interviews (optional)	TBD Business Conference Room
Contract Commencement	August 1, 2011

REQUEST FOR PROPOSALS
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SECURITY GUARD SERVICES

SECTION 2
Notice

Technical and cost proposals will be received by the Salt Lake City Department of Airports ("SLCDA") for a firm ("Respondent" or "Respondents") to provide Security Guard Services at the Salt Lake City International Airport ("Airport").

An RFP package which includes a Statement of Work describing the required services can be obtained by registering online at www.slcpurchasing.com, beginning May 16, 2011. Sealed proposals will be received at the SLCDA Division of Administration and Commercial Services, P.O. Box 145550, Salt Lake City, Utah 84114-5550 (or if delivered by courier to the SLCDA Division of Administration and Commercial Services, Salt Lake City International Airport, Terminal Unit One, 776 N. Terminal Drive, 2nd Floor Mezzanine, Salt Lake City, Utah 84122) until 2 p.m. local time June 24, 2011. Respondents may contact Shauna Henderson at (801) 575-2978 with questions regarding the website.

A pre-proposal conference will be held on June 1, 2011, in the Airport Board Room, Terminal Unit I Bridge Tower, Room 407, beginning at 2 p.m., local time. Attendance by Respondents is strongly encouraged. People with disabilities may make requests for reasonable accommodations no later than 48 hours in advance in order to attend this pre-proposal conference. Accommodations may include alternate formats, interpreters, and other auxiliary aids. This is an accessible facility. Respondents may contact Sondra Donovan at (801) 575-2929 with questions regarding pre-proposal meeting access. The right to reject any and all proposals or to accept any proposal that is deemed to be more advantageous to the public and City is reserved.

The Proposals will be evaluated by a SLCDA committee and the selected Respondent will be notified. Following completion of the evaluation and establishment of the preference ranking, negotiations for contract purposes may be initiated with the top ranked Respondent. For additional information, please call Cole Hobbs at (801) 575-2984.

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SECTION 3
General Overview

1. REQUEST FOR PROPOSALS ("RFP")

The Salt Lake City Department of Airports ("SLCDA") is soliciting Proposals from qualified firms (Respondent" or "Respondents") to provide uniformed, unarmed security guard services ("Services") for SLCDA.

2. MINIMUM QUALIFICATIONS

- A. Respondent must demonstrate financial responsibility. Respondents shall submit the past three (3) years of audited financial statements prepared in accordance with generally accepted accounting principles and with an independent CPA's statement attached. These statements shall include a balance sheet, statement of changes in financial position, income statement, and all accompanying footnotes.
- B. Any existing debt of previous default on an Agreement with City may be cause for immediate rejection of the proposal. Any failure to fulfill the previous provisions of any previous Agreement with City may be cause for rejection of the proposal and disqualification of the Respondent.

3. WRITTEN AGREEMENT REQUIRED

The selected Respondent will be required to enter into a written agreement with Salt Lake City Corporation ("City") to provide all services required in this RFP. The standard form of agreement is attached to this RFP as an appendix. The form agreement is provided for information purposes only. City may modify the terms of the agreement at any time prior to execution.

All Respondents submitting proposals shall be those firms prepared to enter the written agreement, and manage and perform the services herein. No franchising, assignment, or distribution of the work shall be permitted unless

the subcontracting relationship is proposed under this RFP and accepted by the City.

4. TERM OF AGREEMENT

City intends to enter into an agreement with the selected Respondent commencing approximately August 1, 2011, and continuing for a period of two (2) years. City and the Respondent may mutually agree to extend the contract for three (3) additional one-year periods up to and including July 31, 2016.

5. PROCUREMENT AND ETHICS REQUIREMENTS

All Respondents and the selected Respondent must agree to comply with and be governed by City's procurement rules and ethics standards.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. The Respondent or contractor 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 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 City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

6. SCOPE OF AGREEMENT

The selected Respondent will be required to provide all labor, supervision, materials, supplies, transportation, equipment, and services necessary to assume overall responsibility for the coordination and administration of Services.

7. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT ("GRAMA")

City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63, UTAH CODE ANN. or its successor ("GRAMA"). All materials submitted by Respondent to City are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest

solely with each Respondent. Any materials for which Respondent claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from Respondent explaining Respondent's claim of exemption from disclosure. City will promptly notify Respondent of any requests made for disclosure of documents submitted under a claim of confidentiality. Respondent may, at Respondent's sole expense, take any appropriate actions to prevent disclosure of such material. Respondent specifically waives any claims against City related to disclosure of any materials required by GRAMA. In order to comply with GRAMA, please note the following:

- A. Respondent must not stamp all materials confidential. Only those materials for which a claim can be made under the act, such as trade secrets, pricing, non-public financial information etc., should be stamped.
- B. Respondent must submit a letter stating reasons for claiming confidentiality for every type of information that is stamped. Failure to comply with these procedures may result in the publication of this information

8. RESPONSIBILITIES OF THE SELECTED RESPONDENT

The services being requested are outlined in Section 4 - Scope of Work.

9. PROPOSAL CONTENT AND SUBMISSION

- A. Proposals shall contain all required information and in the format outlined in Section 5 – Submittal Requirements.
- B. All proposals must include a cover letter indicating Respondent's name, address, telephone number, federal tax ID number, and facsimile number. The proposal must be signed in ink by an authorized representative of Respondent's firm. Proposals must be submitted in a sealed envelope showing Respondent's name, address, and submittal date on the outside of the envelope.

10. EVALUATION AND EVALUATION CRITERIA

Proposal evaluation criteria are outlined in Section 6. The selection committee will consider all documents, the response to this RFP, information gained while evaluating responses, and other relevant information to make its determination. The committee's selection will be those Respondents that, in

the committee's sole opinion, are best able to provide the services according to City's needs.

11. SUBMISSION PROCEDURE

- A. Proposals shall be submitted not later than 2:00 p.m. local time on June 24, 2011, addressed by regular surface mail to:

Cole Hobbs
Airport Contracts Manager
Salt Lake City International Airport
P.O. Box 145550
Salt Lake City, Utah 84114-5550

Respondents desiring to courier or hand deliver their Proposals shall do so to:

SLCDA Division of Administration and Commercial Services
Salt Lake City International Airport
Terminal Unit One
776 N. Terminal Drive, TU1, 2nd Floor Mezzanine
Salt Lake City, Utah 84122

- B. Seven (7) copies of the Statement shall be submitted. Proposals shall be limited to twenty-five (25) pages in length, single sided, excluding cover sheets, financials, and equipment specifications and diagrams.

12. INSURANCE

The selected Respondent, at its own cost and expense, shall secure and maintain the following policies of insurance:

- A. Commercial general liability insurance with City as an additional insured in the minimum amount of \$5,000,000 combined single limit each occurrence. The policy must provide that coverage will not be cancelled or reduced without at least thirty (30) days prior written notice to City.
- B. Business Auto Insurance in the minimum amount of \$5,000,000 combined single limit each occurrence. The policy must provide that coverage will not be cancelled or reduced without at least thirty (30) days prior written notice to City.
- C. Evidence of workers compensation and employer's liability with coverage for statutory benefits required by the state of Utah.

13. Employment Status Verification System (SB 81)
 - A. Each Respondent and each person signing on behalf of any Respondent certifies as to its own entity, under penalty of perjury, that the named Respondent has registered and is participating in the Status Verification System to verify the work eligibility status of the Respondent's new employees that are employed in the state of Utah in accordance with UCA Section 63G-11-103.
 - B. The Respondent shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) Contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided to Contractor prior to the notice to proceed for the subcontractor to perform the work."
 - C. The City will not consider a proposal Statement for award, nor will it make any award where there has not been compliance with this Section.
 - D. Manually or electronically signing the proposal Statement is deemed the Respondent's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including UCA Section 63G-11-103.
14. It is the responsibility of each Respondent to examine carefully this RFP and to judge for itself all of the circumstances and conditions which may affect its proposal and subsequent work pursuant to the agreement. Any data furnished by City is for informational purposes only and is not warranted. Respondent's use of any such information shall be at Respondent's own risk. Failure on the part of any Respondent to examine, inspect, and to be completely knowledgeable of the terms and conditions of the RFP requirements, operational conditions, or any other relevant documents or information shall not relieve the selected Respondent from fully complying with this RFP or subsequent agreement.
15. ADDITIONAL INFORMATION
 - A. 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 Respondent

orally. Every request for interpretation or additional information regarding this RFP shall be made in writing to Cole Hobbs, Airport Contracts Manager, at cole.hobbs@slcgov.com. The deadline for questions shall be June 15, 2011. City shall not be obligated to respond to requests for such interpretation or correction. By signing and submitting this RFP, Respondent acknowledges that it has registered on the City's procurement website at www.slcpurchasing.com and has viewed all materials on the website, including any addenda to this RFP.

- B. Respondents or their agents are instructed not to contact selection committee members, City employees, the Mayor's office, the City Council, or members of the Airport Board (as outlined in Salt Lake City Code Title 2 Chapter 2.44, Conflict of Interest), or 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 Respondents in violation of this paragraph.
- C. City reserves the right to cancel or modify the terms of this RFP at any time. City will provide Respondents with written notice of the cancellation or modification.
- D. Should it be necessary the selection committee shall notify those Respondents to be given further consideration and interview. The interview requirements and format will be provided to the finalists in advance.

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SECTION 4
Scope of Work

SCOPE AND CONDITIONS OF MANAGEMENT AND SECURITY OFFICER SERVICES

The following summarizes the scope and conditions to be provided for Security Guard services. This is not intended to be a complete description of the management and security guard services required.

The Respondent should describe in its proposal the extent to which Respondent's management and security guard services will be able to meet the requirements outlined in this section. This can be demonstrated as a "Comply" which would indicate that the Respondent meets or exceeds the stated requirement, or as "Not Comply" which would indicate that the Respondent does not meet the stated requirement. A "Not Comply" response can be explained in text alongside the stated requirement or referred to in an addendum by requirement number.

CONTRACT REQUIREMENTS

1. Respondent shall provide security guard services at scheduled times and locations, and on an on-call basis. Respondent shall be capable of providing security guard services 24 hours a day, every day of the year.
2. Respondent shall provide all labor, training, and equipment as specified in this RFP. It shall be a specific requirement of this Contract that all training provided for personnel servicing SLCDA shall be at the Respondent's expense and the Respondent shall not request additional remuneration for training provided to its employees.
3. Respondent shall provide a management-level staff member to coordinate the services required under this RFP and act as the designated point of contact with SLCDA.
4. Respondent shall provide an emergency 24-hour contact to SLCDA.

5. Respondent shall provide security personnel with communications equipment so that they may readily communicate with Airport Dispatch.
 - Cellular telephones shall be provided to supervisory personnel at no additional remuneration by SLCDA. All cellular telephone numbers shall be made available to the Contract Security Manager and SLCDA Operations Communications Center upon issuance of said cellular telephones.
 - SLCDA will supply and maintain handheld radios issued to each post location. In the event that any Respondent's employee is found guilty of abusing the radio equipment provided by SLCDA, the Respondent shall be responsible for the repair or replacement of said equipment.
6. Respondent's security personnel shall be in full uniform when providing services including pants, shirt, jacket (as required) and shoes. Uniforms shall bear, at a minimum, an insignia that is clearly visible to the public. The uniform and insignia shall clearly identify the officer as an authorized employee of Respondent.
7. Security personnel shall maintain a daily log of activities and report all unusual occurrences and situations. Security guards shall complete an incident report for any event requiring Airport police or other law enforcement assistance. Incident reports shall provide all relevant information including what occurred, when it occurred, where it occurred, and who was involved. Incident reports shall be submitted by the next duty day.
8. Respondent shall develop a general procedures manual to govern and guide security personnel in performing their duties.
9. Respondent shall provide written documentation of management and security guard training programs. Upon assignment to the Airport, the following training topics must be completed:
 - Familiarization with Airport security requirements
 - Performance of duties in accordance with published post orders
 - Radio procedures specific to the Airport
 - Airfield driving procedures

Security personnel assigned to new posts shall be required to be oriented and instructed by the Respondent's Training Officer in the areas outlined in the training requirements prior to commencing their tour of duty.
10. Security personnel shall not carry, possess or use any weapons, firearms, crowd control devices, nightsticks, stun guns, handcuffs, sprays, or related equipment without written permission from SLCDA.

11. Security personnel shall be able to speak, understand, read, and write the English language.
12. All security personnel performing services at the Airport shall be required to pass a drug and alcohol screening prior to their first duty assignment with SLCDA and at any time thereafter where there is reasonable cause to justify additional screenings. Respondent shall be responsible for all drug and alcohol screening costs.
13. All security personnel performing services at the airport shall be required to complete and pass a background check to include an FBI fingerprint criminal history records check and a Transportation Security Administration security threat assessment prior to performing duties at the Airport. The cost for each background check is \$30.00 and will be assessed to the Respondent.
14. Security personnel on duty shall be supervised and checked at frequent intervals by a supervisor.
15. Security personnel assigned to perimeter gate locations shall be responsible for verifying that personnel and vehicle identification are valid for each vehicle/person entering a restricted area, and for conducting vehicle inspections.
16. Security personnel assigned to terminal screening checkpoints are responsible for monitoring and preventing access to the concourses when the passenger screening checkpoints are closed to passenger traffic and are not staffed by TSA personnel.
17. SLCDA may reject without cause, the use of an individual security guard if it deems that the individual is not fit to carry out the requirements of the position or post to which the Respondent has assigned said personnel.
18. The Respondent shall provide SLCDA with a bi-monthly or monthly invoice. Included with the invoice submittal shall be a copy of the payroll record for all security personnel performing duties at the Airport during the invoice period. SLCDA will pay only for actual hours worked by security personnel. The invoice will include the following breakdown documentation:
 - Unit hours by location and date
 - Employee name/position
 - Employee beginning and ending hours
 - Hourly billing rate for hours worked

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SECTION 5
Submittal Requirements

All of the information requested below must be included in Respondent's response to this RFP. Respondents are requested to respond in full, narrative form and to include charts or other illustrations as appropriate. Responses are to be given in the same order as the inquiries, and each inquiry is to be restated prior to its response. Omission, inaccuracy, misstatement, or failure to respond may be cause to reject the proposal.

1. State Respondent's name, address, principal office, federal tax identification number, and type of entity. State any former names that organization has operated under.
2. Proposed Service

Submit a detailed proposal for the Security Guard services including:

- A. A comprehensive plan that includes all of the required services and any optional services that Respondent intends to offer. (Some optional services may not be acceptable to SLCDA).
- B. Provide a detailed narrative on the Respondent's approach to accomplishing SLCDA's goal for a world-class security services provider utilizing professional security officers.
- C. Provide a performance plan outlining how Respondent will meet the requirements outlined in this RFP.
- D. Describe the qualifications Respondent requires for personnel who will be assigned to this contract to provide security guard services.
- E. Provide a description of the training program/methodology used to train security guard personnel. Include a list of training topics and number of hours for each training topic to include competencies, tasks, evaluations and performance standards.

- F. Provide a description of the transition plan utilized to ensure there will be no disruption or break in security guard services performed at the Airport at the beginning of the new contract.
- G. Provide a description, including photograph, of uniform items to be worn by security guard personnel.
- H. Provide a detailed listing of the number of personnel necessary to manage the following identified posts.

Gate	Hours of Operations	Hours/Day	No. Guards	Hours
Gate 16	6:00 a.m. - 6:00 p.m.	12	2	24
Gate 16	6:00 p.m. – 6:00 a.m.	12	1	12
Gate 22	24 Hours/Day	24	1	24
Gate 40	5:00 a.m. – 5:00 p.m.	12	1	12
Gate 48	5:00 a.m. – 5:00 p.m.	12	1	12
Gate 11	24 Hours/Day	24	1	24
Gate 11	4:00 a.m. to 1:00 a.m.	21	1	21
Terminal One Screening	1:00 a.m. to 4:00 a.m.	3	1	3
Terminal Two Screening	12:00 a.m. to 4:00 a.m.	4	1	4

- I. Provide a description of ability to provide security guard services at scheduled times and locations 24 hours a day, every day of the year, and on an on-call basis.
- J. Provide details on how posts will be staffed in the event a scheduled officer does not report for his/her assigned shift.
- K. Provide a description of the size of security staff and capability to respond to a request for emergency short term coverage, with an example of an emergency response by the company.
- L. Provide a separate per hour charge rate for management and security officer services. Include regular hourly rate and an overtime (holiday) rate. Holiday pay will be paid for the following holidays: New Year’s Day, Memorial Day, July 4th, July 24th, Labor Day, Thanksgiving Day, and Christmas Day.

Management/Supervisory Oversight	Regular Hourly Rate	\$
	Overtime Hourly Rate	\$
Security Guard Personnel	Regular Hourly Rate	\$
	Overtime Hourly Rate	\$

Total Projected Annual Cost		\$
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- M. Identify the annual number of management/supervisory billing hours associated with this contract.
- N. Itemize the hourly rate paid to the employee and the hourly overhead rate.
- O. Provide a description of the billing process to be used, including a sample invoice.
- P. Indicate if Respondent has received Department of Homeland SAFETY Act Designation and Certification.

3. Experience and Financial Stability

Submit a complete summary of all comparable Security Guard service experience. Responses must include the following.

- A. Provide a detailed narrative of the Respondent firm's past and current contracts that illustrate Respondent's ability to perform and deliver the services asked for in the RFP, including any airport experience.
- B. Provide the following information from current and past contracts.
 - Name of company
 - Location of contract
 - Contact name, phone number and address
 - Term of contract
 - Annual dollar amount of contract
- C. The organizational and financial history including the past three (3) years of financial statements prepared in accordance with generally accepted accounting principles and with an independent CPA's statement attached. These statements shall include a balance sheet, statement of changes in financial position, income statement, and all accompanying footnotes.

4. Experience of Proposed Personnel

Provide a detailed description of the following.

- A. Provide the names and resumes of management staff who will be assigned oversight of this contract and his/her qualifications and recent experience in managing security guard services.

- B. Provide the names and a description of the past performance and experience of proposed on-site supervisory personnel.
- C. Include an organizational chart showing the personnel responsible for the management and supervision of the contract.
- D. Provide a description of local office support (i.e. hours of operation, on-call staff, location, etc.)

5. Business References

- A. Submit a minimum of three references from past and current contracts that would illustrate Respondent's ability to perform and deliver the services required herein, including all Category I airport experience, including Name of Company, Location of contract, Contact name and phone number, term of contract and annual dollar amount of contract.

6. Provide Respondent's insurance carrier and agency contact.

7. Summarize any additional pertinent information which Respondent believes should be considered by the selection committee.

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SECTION 6
Evaluation Criteria

1. EVALUATION CRITERIA

In seeking the best and highest quality of services, the following criteria will be considered when evaluating proposals. No one criterion or combination of criteria will be controlling in the selection process. Award will be made to Respondent who, in City's sole judgment, is most responsive in meeting City's requirements associated with providing security guard services, using the following criteria as a guide.

Proposed Service

- The overall quality of Respondent's organization as it relates to performing the proposed services.
- Comprehensiveness of Respondent's proposed operational plan.
- Demonstrated ability to provide sufficient staffing.

Experience and Financial Stability

- Respondent's demonstrated ability, capacity, and skill to perform or provide the required services.
- Respondent's past experience in providing security guard services at a facility/airport similar in size to SLCIA.
- Respondent's demonstrated ability with respect to quality, availability, and adaptability of security personnel.
- Respondent's organizational structure and financial good standing.

Experience of Proposed Personnel

- The demonstrated experience of Respondent's on-site manager and key personnel.

Business References

- The extent and quality of Respondent's business references.

2. CRITERIA WEIGHTING

<u>Factor</u>	<u>Weight</u>
Proposed Service	50%
Experience and Financial Stability	25%
Experience of Proposed Personnel	10%
Business References.....	15%

Following the evaluation of the written proposals, the SLCDA may determine to interview one or more of Respondents. Submission of a proposal does not guarantee the right to an interview. Additional information and a Request for Technical Proposal will be provided to those Respondents being interviewed.

APPENDIX

AGREEMENT FORM

The form agreement is provided for information purposes only. City may modify the terms of the agreement at any time prior to execution.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of _____
("Effective Date"), by and between SALT LAKE CITY CORPORATION, a Utah
municipal corporation ("City"), and _____, a
_____ corporation authorized to and doing business in Utah, with
offices located at _____ ("Contractor").

WITNESSETH

WHEREAS, City owns and operates the Salt Lake City
International Airport ("Airport") and through its Department of Airports ("SLCDA")
operates Airport; and,

WHEREAS, City and Contractor desire to enter into an agreement for the
Contractor to provide Security Guard services,

NOW, THEREFORE, in consideration of the foregoing recitals and the
following mutual promises and considerations, the parties agree to the following:

ARTICLE 1

CONTRACTOR SERVICES

- A. Basic Services. The Contractor shall perform the "Basic Services," as more
fully specified in Exhibit A attached hereto and hereby incorporated by
reference.

- B. Contractor Representative. The Contractor has designated _____ as the Contractor's representative who shall have authority to act on behalf of the Contractor. The Contractor shall not change the Contractor's representative without at least seven (7) days prior written notice to City. Any replacement for the Contractor's representative shall be at least as qualified for the Project as the person being replaced. The hourly rate for any such replacement representative shall not exceed the hourly rate of the person being replaced.
- C. Commencement of Work. The work of the Contractor shall begin on the Effective Date

ARTICLE 3

COMPENSATION

For the Basic Services specified in this Agreement, City shall pay the Contractor the fees specified in Exhibit B attached hereto and hereby incorporated by reference.

ARTICLE 4

SERVICE STANDARDS AND QUALITY ASSURANCE

- A. Conformance to Laws. The Contractor shall be knowledgeable of, and the Contractor and the Contractor's services shall conform to all applicable federal, state, city, and other applicable local laws, regulations, and ordinances.
- B. Quality Assurance. The Contractor shall be solely responsible to City for the quality of all services performed by the Contractor or any of its subcontractors under this Agreement. All services furnished by the

Contractor or its subcontractors shall be performed in accordance with the best professional judgment and skill, in a timely manner and shall be fit and suitable for the purposes intended by City.

- C. Reasonable Compliance with and Identification of Applicable Service Standards. Listing of certain standards in this section does not relieve the Contractor from complying with all applicable standards whether or not listed here. The Contractor's services shall comply with the following:
1. The Americans with Disabilities Act
 2. All other applicable building codes, laws, or regulations
 3. All applicable City standards
- D. Cost Minimization. The Contractor's work under this Agreement shall at all times incorporate such practices as reasonably practical to minimize City's cost for the services and any ongoing cost of maintenance or operation.

ARTICLE 5

INSURANCE

- A. Insurance. The Contractor, at its own cost and expense, shall secure and maintain the following policies of insurance:
1. Professional Liability Insurance
 - a. The professional liability policy shall provide for a \$1 million per claim limit which insures the agreement to indemnify and save harmless City from and against any and all claims arising from the negligent acts, errors, or omissions of the Contractor in the

performance of the professional services rendered under this Agreement.

- b. In the event that City's tender of defense based on the Contractor's alleged negligence is rejected by the Contractor or the Contractor's insurer, and the Contractor is later found by a court of competent jurisdiction to have been negligent as aforesaid, then in addition to any other remedies City may have, the Contractor agrees to pay City's reasonable costs, expenses and attorneys' fees in proving such negligence, defending itself and enforcing this indemnity provision.
- c. The policy shall (i) provide full prior acts coverage or have a retroactive date effective before the Effective Date, and (ii) be maintained for a period of three (3) years following completion of this Agreement or contain a comparable "extended discovery" clause or "tail coverage."

2. Commercial General Liability Insurance. The commercial general liability policy or policies shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy or policies shall provide per accident or occurrence limits of at least \$5 million.

- a. If the policy is issued on a claims made basis, the policy shall be maintained for a period of one (1) year following the completion of this Agreement or contain a comparable "extended discovery" clause or "tail endorsement."

3. Business Auto Coverage Form. The policy or policies shall provide coverage for owned, hired, and non-owned automobiles. The policy or policies shall provide per accident or per occurrence limits of at least \$5 million.
 4. Governmental Immunity Changes. In the event that the limits of damage exposure to which City is at risk are modified by either statute or judicial decision, the Contractor shall cause the comprehensive general liability and business automobile liability insurance coverages specified in paragraphs 2 and 3 above to be increased to any new limit or, if no limit is established, to \$1.5 million.
 5. Workers Compensation and Employer's Liability. The policy shall provide coverage for statutory benefits required by the state of Utah.
- B. Additional Insured and Pre-Cancellation Notice. The insurance policies required above shall contain an endorsement listing Salt Lake City Corporation as an additional insured (except for the professional liability insurance required in subparagraph A.1. and workers compensation required in subparagraph A.5. of this Article) and shall further provide that the policy may not be canceled or modified in a way which impairs the protection of City without thirty (30) days prior written notice to City.
- C. Certificates of Insurance. Prior to execution of this Agreement by City, the Contractor shall provide City with certificates evidencing the coverage described above in a form acceptable to City Attorneys' office.

- D. City Continuance of Coverage. If any of the policies of insurance required from the Contractor are canceled or lapse, City may, at City's sole discretion, obtain substitute coverage at reasonable rates. City may charge the cost of such coverage, plus 10 percent for administrative charges to the Contractor or deduct such sum from any monies owing to the Contractor.
- E. Policies of Insurance. At City's request, the Contractor shall provide City with the actual policies providing the coverage required above.
- F. Quality of Insurance Companies. All policies of insurance provided shall be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report.

ARTICLE 6

INDEMNIFICATION

The Contractor agrees to indemnify, save harmless, and defend City, 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 without limitation attorneys' fees, to the extent they are caused by the Contractor's wrongful, reckless, or negligent acts hereunder. If City's tender of defense, based upon this indemnity provision, is rejected by the Contractor and the Contractor is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, the Contractor shall pay

City'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 Contractor to indemnify City against City's sole negligence.

ARTICLE 7

CITY'S RESPONSIBILITY

- A. City's Program for Project. City has provided the Contractor full information regarding City's requirements for the services, including the RFP dated May 2011, and Exhibit A – Service Description, attached hereto and hereby incorporated by reference, which set forth City's objectives, constraints and criteria.
- B. City's Project Manager. City has designated _____ as the Project Manager who shall have authority to act in City's behalf with respect to the Project.
- C. City's Performance. City shall examine documents submitted by the Contractor, furnish required information and services, and render approvals and decisions promptly so as to avoid unreasonable delay in the progress of the Contractor's services and of the Project.

ARTICLE 8

TERMINATIONS

- A. City Convenience Termination. City may terminate this Agreement at any time for convenience upon seven (7) calendar days written notice.

- B. Termination for Cause by City. City may terminate this Agreement for cause if the Contractor fails to cure any defect in the Contractor's performance of the work under this Agreement within seven calendar days after receiving written notice to cure.
- C. Work Project Termination. City may terminate the Contractor's work on a specific task initiated under this Agreement pursuant to this Article. If City designates any termination as a "task termination," only the Contractor's work on the specific project shall be terminated and such notice shall not constitute a termination of this Agreement.
- D. Termination by Contractor. If City materially fails to meet its responsibilities and obligations under this Agreement, the Contractor shall notify City of such failure. If City fails to cure its material breach, the Contractor may, after thirty (30) days written notice, terminate its performance under this Agreement.
- E. Payment for Termination. In the event of termination, City shall pay the Contractor a percentage of the fee specified in Exhibit B based upon the ratio of work satisfactorily completed and reasonable costs incurred to the total work required as determined by City, less any appropriate damages as City may determine.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

- A. City Ownership. The data used in compiling, and the results of, any tests, surveys or inspection of the Project site, as well as all photographs,

drawings, electronically stored records of work performed, renderings, specifications, schedules, data processing output, computations, studies, audits, reports, models and other items of like kind prepared by the Contractor, its employees and consultants, shall be the sole and exclusive property of City, and City shall own all intellectual property rights thereto, whether the Project for which they are made is executed or not. The Contractor may retain reproducible copies of all of the foregoing documents for information and reference. The originals of all of the foregoing documents shall be delivered to City promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance with this paragraph shall be a condition precedent to City's obligation to make final payment to the Contractor.

- B. Other Uses of Documentation. Documents created by the Contractor for this Project shall be utilized by City for this Project only and the Contractor's liability in connection with their use for construction purposes shall be limited to the use of such documents for this Project.

ARTICLE 10

CONTRACTOR/SUBCONTRACTOR RELATIONSHIP

City acknowledges that the Contractor may employ various specialized subcontractors of whom the Contractor shall give written notice to City at least seven (7) days prior to the Contractor's employment of the subcontractors to perform portions of the work provided for in this Agreement. It is solely the

Contractor's responsibility to ensure that any of the Contractor's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to City.

ARTICLE 11

SAFETY

The Contractor agrees to 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 its employees, agents or subcontractors and to protect other persons on, about or adjacent to the premises where the Contractor's work is being performed from any accidents or injuries caused by the Contractor, its agents or subcontractors. This safety requirement shall not relieve any contractor performing work on the Project from complying with the safety requirements of their contract, nor shall it make the Contractor responsible for the contractor's compliance with the safety requirements. City Project Manager or designee may stop the Contractor's work if safety laws or safe work practices are not being observed.

ARTICLE 12

DAMAGE TO PROPERTY

The Contractor shall be responsible for any and all damage to property belonging to City and City's tenants to the extent caused by an act or omission of the Contractor, its agents or employees. The Contractor shall be responsible for repairing said damaged property and shall pay the costs therefor.

ARTICLE 13

LICENSES

The Contractor agrees to possess and keep current all state and local licenses required for the services to be performed herein.

ARTICLE 14

INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and not an employee of City. Except as specifically provided in this Agreement, the Contractor has no authority to act on behalf of City.

ARTICLE 15

ASSIGNMENT

This Agreement cannot be assigned by either party without the prior written consent of the other.

ARTICLE 16

NOTICES

- A. Regular Notice. Notices to City provided for herein shall be sufficient if sent certified mail postage prepaid, for which a delivery receipt is required, addressed to:

Contracts Manager
Salt Lake City Department of Airports
Salt Lake City International Airport
P.O. Box 145550
Salt Lake City, UT 84114-5550
Fax No. (801) 575-2041

Notices to the Contractor, if sent by certified mail postage prepaid, for which a delivery receipt is required, addressed to:

Phone No. _____
Fax No. _____

- B. Effectiveness of Notice. Notices sent by certified mail or overnight express delivery as provided in subparagraph A above shall be effective on the date on which such notice was sent.
- C. Facsimile Notice. Notice may be sent by facsimile. Facsimile notice shall be effective on the date of transmission provided that a confirmation establishing the successful transmission of the notice is sent by first class mail, postage prepaid, along with a copy of the notice no later than 24 hours after the facsimile notice is transmitted.
- D. Facsimile Notice Required. If any notice is required under this Agreement with a period of less than seven (7) days notice shall be sent by facsimile as provided in subparagraph (C) above.
- E. Saturdays, Sundays, and Legal Holidays. If the time for response to any notice expires on Saturday, Sunday or a legal holiday in the state of Utah, the time shall be extended to 5 p.m. local time on the next business day.

ARTICLE 17

NO THIRD-PARTY BENEFICIARIES

This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to bona fide successors in interest, any rights to claim damages or to bring any suit, action or other proceeding against

either the City or the Contractor because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

ARTICLE 18

CAPITALIZED TERMS

Terms capitalized in this Agreement which are defined in this Agreement, shall have the meaning specified in this Agreement. Other terms are capitalized solely for convenient reference.

ARTICLE 19

GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT

City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by the Contractor pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Contractor. Any materials for which the Contractor claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from the Contractor explaining the Contractor's claim of exemption from disclosure. City will make reasonable efforts to notify the Contractor of any requests made for disclosure of documents submitted under a claim of confidentiality. The Contractor may, at the Contractor's sole expense, take any appropriate actions to prevent disclosure of such material. The Contractor specifically waives any claims against City related to disclosure of any materials required by GRAMA.

ARTICLE 20

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY

OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

Contractor 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 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 City's conflict of interest ordinance, Chapter 2.44, Salt Lake City code.

ARTICLE 21

EMPLOYMENT STATUS VERIFICATION SYSTEM (SB 81)

- A. Contractor and each person signing on behalf of Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the state of Utah in accordance with UCA Section 63G-11-103.
- B. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime

or general) Contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided to Contractor prior to the notice to proceed for the subcontractor to perform the work.”

- C. Manually or electronically signing the Agreement is deemed the Contractor’s certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including UCA Section 63G-11-103.

ARTICLE 23

FAA NONDISCRIMINATION CLAUSE

- A. The Contractor, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration hereof, hereby covenants and agrees to comply with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- B. The Contractor, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, hereby covenants and agrees that no person on the grounds of sex, creed, race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the providing of services hereunder.

- C. In the event of a breach of any of the nondiscriminatory covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, City shall have the right to terminate this Agreement as if it had never been made or issued.
- D. The Contractor does hereby agree to include the above clauses in all subcontracts and cause subcontractors to similarly include clauses in further subcontracts.
- 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.

ARTICLE 24

FAA SUBORDINATION CLAUSE

This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States Government relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving federal funds and provided that City agrees to give the Contractor written notice in advance of the execution of such agreements of any provisions which will modify the terms of this Agreement.

ARTICLE 25

RULES AND REGULATIONS

In providing its services hereunder, the Contractor agrees to comply with all applicable laws of the United States of America and the state of Utah and lawful rules and regulations promulgated by their authority, including the Federal Aviation 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, specifically including all fire codes and security regulations.

ARTICLE 26

FAA AIRPORT SECURITY CLAUSE

The Contractor acknowledges that security is of primary importance at the Airport, and that security requirements are likely to change during the term of this Agreement. Contractor shall at all times comply with all federal, state and local security laws, regulations, policies, requirements and directives whether written or verbal, including, without limitation, 49 C.F.R. Part 1542 "Airport Security" or any amendment or successor thereto, and Contractor will work cooperatively with City in connection with the same. Contractor understands and agrees that the same may impact Contractor's business operations and costs. Contractor further agrees that it shall be strictly liable for the payment of any civil penalties assessed against City or Contractor relating to security, and shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees,

representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers.

ARTICLE 27

AIRCRAFT OPERATING AREA

- A. Access to Aircraft Operations Area ("AOA"). Contractor shall have access to the Airport's AOA, provided such access is obtained in accordance with all applicable federal and SLCDA security procedures. Movement of all persons into and from the AOA shall be cleared in accordance with federal and SLCDA rules and regulations. Contractor shall be responsible for the proper opening and closing of security gates and/or doors permitting access the AOA.
- B. Vehicle Operations Within the AOA. No vehicles owned or operated by Contractor will be allowed within the AOA, except in accordance with federal and SLCDA regulations.

ARTICLE 28

COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either written or oral, and cannot be altered, amended or modified except in writing signed by both parties.

ARTICLE 29

GOVERNING LAW AND VENUE

On _____, personally appeared before me
(Date)

_____, who being by me duly sworn,
(Name of person signing Agreement)

did say that s/he is the _____
(Title of person signing Agreement)

of _____, a corporation validly existing under the laws of the state
of _____; and that said instrument was signed on behalf of said corporation by
authority of a resolution or bylaws of its Board of Directors; and said person acknowledged
to me that said corporation executed the same.

NOTARY PUBLIC

Residing at _____

My commission expires _____

EXHIBIT A
SERVICE DESCRIPTION/ Basic Services

Note: To be completed upon conditional award

**EXHIBIT B
COMPENSATION**

The following personnel classifications and rates are approved for use as provided under this Agreement:

Note: To be completed upon conditional award.

