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| SLC_Logo08_72dpi | Salt Lake City Corporation  Request for Proposal, RFP No. SLCIRFP17023  **CONSULTANT TO DEVELOP FOOTHILL TRAIL SYSTEM PLAN**  PARKS AND PUBLIC LANDS DIVISION  Specification No. PK315 Contract No. 04-1-17-9417, Rev. March 31, 2017/gn |

### *INFORMATION & REQUIREMENTS*

**I. OBJECTIVE**

Salt Lake City Corporation (the "City") is soliciting competitive sealed proposals from qualified consultants to develop a foothill trail system plan for Salt Lake City. The goal of the foothill trail system plan is to create a non-motorized, world-class recreational mountain trail system at the edge of Salt Lake City. The primary objectives of the foothill trail plan are: (1) to provide detailed layout, design and management recommendations for a comprehensive non-motorized foothill recreational trail system that is safe, enjoyable, accessible, connected, and sustainable; (2) to provide information to guide strategic implementation of the trail system over a 10-year time horizon; and (3) to provide and/or incorporate key supplemental information.

**II. BACKGROUND**

Salt Lake City trails are managed by the Open Space Lands Program of the City’s Parks and Public Lands Division. The Open Space Lands Program manages mountain trails in the City’s foothills, such as the Ensign Peak Trail, Bonneville Shoreline Trail, and various other foothill trails. The Open Space Lands Program currently maintains approximately 20 miles of the formally-designated Bonneville Shoreline Trail and connector trails. Trail maintenance is accomplished with dedicated maintenance crews as well as volunteer stewards. Total trail mileage in the foothills is 80 to 100 miles when the many user-created trails are included.

The City’s existing foothill trail system runs along the east side of Salt Lake City, extending from the boundary of North Salt Lake southward to Parley’s Canyon and Grandeur Peak. The primary recreational trail is the Bonneville Shoreline Trail (BST), a 100-mile regional linear trail that runs along the base of the Wasatch Front. Unnamed spur trails radiate outward from the BST connecting to streets in areas of Capitol Hill, the Avenues, and East Bench neighborhoods, and extending upslope to the east, especially in canyons and on ridgelines. Several iconic Salt Lake City open spaces, including Ensign Peak and the East Bench Preserve are located along this trail system. Foothill trails cross many jurisdictional boundaries, including City land, private land, Forest Service land, and institutional property owned by the University of Utah, and This Is The Place Heritage Park. Significant portions of the four major drainages that intersect the foothills (City Creek Canyon, Red Butte Canyon, Emigration Canyon, and Parleys Canyon) are formally protected under watershed or research natural area designations. While many public easements protect access to the foothills, few formal trailheads or parking areas exist at the edges of Salt Lake City foothills and trail connectivity eastward (toward Wasatch Crest or Wasatch Back trail systems) is poor.

**A. Scope of Work**

Develop a Foothill Trail System Plan for Salt Lake City’s North and Central foothill areas, bounded (approximately) by the Davis County Line on the north, by Emigration Canyon on the south, by protected watershed lands to the east, and by developed residential neighborhoods to the west. The approximate Foothill Trail System Plan Area is highlighted in brown in the map below, and consists of approximately 6,000 acres. Numerous properties in this area are privately owned and may excluded.

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**The plan must include the following key components:**

Executive Summary

Introduction

* + - Plan Purpose and Goals
    - Contextual overview of Salt Lake City foothill trails

Existing Conditions

*Note: Existing Conditions information and data will be provided by the City. The City will make its best efforts to collect and provide additional information to fill data gaps identified by the selected offeror (also referred to as “consultant” in this section).*

The selected consultant shall submit a preliminary report with analysis and discussion of existing conditions data collected by consultant, and data provided to consultant by City. The preliminary report shall include identified data gaps and plans for collection of additional data, if necessary. The report shall include relevant maps, charts and data that demonstrate findings. The report shall be submitted to City no later than July 28, 2017 for City’s review.

* + - Qualitative and quantitative data on use and visitation trends, including user counts (differentiated by user-type) at popular trails and access points (approximately 20 locations).
    - Existing Policy and Sustainability Guidelines, provided by City.
    - Existing Trail Conditions, collected in collaboration with City.
    - Existing City ordinances, policies and protocols related to trail use restrictions, provided by City.
    - Management area designations, provided by City.
    - GIS shapefiles and metadata for watershed and habitat protection areas, provided by City.
    - Land ownership boundaries and existing public open space and trail easements, provided by City.
    - Inventory of existing trail and trailhead locations, provided by City.
    - Inventory of existing trails signage, provided by City.
    - STRAVA recreational use data (provided by City and UDOT).

Public Involvement

*Note: Public Involvement will be conducted by City. City will make its best effort to collect and provide additional information to fill data gaps identified by consultant. Consultant will be encouraged to attend stakeholder work sessions and public open houses, but City will plan and coordinate these activities. City has completed substantial collection of public input that will be provided to consultant at the start of the project. A schedule for remaining public involvement will be agreed upon with consultant at the start of the project.*

The consultant shall submit a preliminary report with analysis of public input collected by City, including discussion of results, identification of information gaps, and recommendations for City to collect additional input if necessary. The report shall include charts and graphics that demonstrate preliminary findings and results. The report shall be submitted to the City for review no later than September 1, 2017.

* + - Planning and Public Engagement process description.
    - Results of public survey data and other public outreach.
    - Recreational demand forecasts and projections.
    - Relevant master plans and needs assessments.

Trail System Plan

*The components listed below are expected to be the most time- and labor-intensive component of the plan process.*

The consultant shall be required to submit a preliminary trailhead and trail system layout with trail management recommendations, no later than September 29, 2017. Preliminary layout and management recommendations should consist of a series of maps at varying scales and with appropriate information (elevation contours, management areas, points of interest, etc.) sufficient to effectively communicate the details of the preliminary layout and recommendations. Consultant shall submit a revised trailhead and trail system layout and management recommendations in similar format, which incorporates City feedback on the preliminary layout and recommendations, no later than October 27, 2017 for City review.

* Trail layout recommendations that take into account topography, soil characteristics, vegetation, watershed and habitat protection areas, land ownership boundaries, and existing trail easements and trails.
  + Trail recommendations must include recommendations for intended trail use and use restrictions, average width and grade, and directionality.
  + Trail recommendations must include justification based on five primary criteria: trail user safety, trail user enjoyment, trail accessibility, trail connectivity, and sustainability of the trail system.
  + Trail recommendations must address documented user preferences and feedback, visitation trends, and forecasted future demands on the recreational trail system.
* A series of attractive maps and diagrams that clearly and effectively communicate the plan’s recommendations visually.
* Recommended wayfinding signage conventions specific to the City foothills trail system.
* Trail decommissioning plan for unwanted trails, including identification of specific trails and decommissioning techniques.
* Trailhead siting and development plan to accommodate and disperse projected increases in trail use, with recommended amenities and cost estimates.
* Area-wide plan recommendations and regional connectivity considerations.

Funding Opportunities and Mechanisms

Consultant shall submit to City a complete draft of the Funding Opportunities and Mechanisms section of the report, complete with charts and graphics that illustrate estimates and recommendations, no later than December 15, 2017 for City review.

* Implementation priorities by trail or trailhead (based on feasibility, timeline and cost), and a phasing strategy.
* Estimated trail and trailhead construction and maintenance costs (for each recommended item), presented in a visually appealing and easily-readable format.
* Estimated trail maintenance O&M costs and details, including staffing recommendations for management of trail system.
* Standard trail construction contracting documents and guidelines.
* Discussion of trail construction and maintenance funding opportunities, including friends groups and other creative mechanisms.

Conclusion

Appendix

The consultant shall submit to City a complete draft of the Appendix section of the report, complete with charts and graphics as necessary, no later than December 15th, 2017 for City review.

* Glossary of trail terminology.
* Trail construction standards with specifications and diagrams.
* Select statistics for reference municipal trail systems.

9. The City’s Parks and Public Lands Division will be responsible for internal coordination with other City departments, interface with stakeholders, and all external public engagement and outreach.

Key City project staff expect to meet in person with the selected consultant approximately every other week for the duration of the planning process. During meetings, City will review consultant’s progress and provide input, feedback and assistance on development of plan recommendations and components, respond to consultant’s requests for additional information, etc.

Consultant shall submit a complete draft of the final plan to City, including appendix and attachments, no later than January 26, 2018 for City review. Consultant shall also plan for multiple rounds of progressively-refined feedback and revision to final plan document during the months of February and March, 2018. The final plan document and all associated data and deliverables shall be delivered to City by April 6, 2018.

Final plan document should be in color, attractive, easily readable, logically-presented and concise. The Final Plan document and all collected data and information shall be made available to City in common digital formats.

**B. Anticipated Timelines for Completion of the Study**

**July 28, 2017:** Existing Conditions Preliminary Report due.

**September 1, 2017:** Public Involvement Preliminary Report due.

**September 29, 2017:** Preliminary trailhead & trail system layout and trail management recommendations due.

**October 27, 2017:** Revised trailhead & trail system layout and trail management recommendations due.

**December 15, 2017:** Draft Funding Opportunities & Mechanisms section and Draft of all required Appendixes due.

**January 26, 2018:** Complete Draft of Final Plan, including all Appendixes, due.

**April 6, 2018:** Final Plan Document and all associated deliverables due.

**Additional Information:**

Substantial open-source data for Salt Lake City’s foothill trail network can be found at <https://www.trailforks.com/region/salt-lake-city/>.

**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 5 of the Sample Agreement. 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 5 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**

1. 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.
2. Submit all required information as outlined in the **Proposal Content & Evaluation Criteria** section of ***ATTACHMENT 1*.**
3. **Submit** **one (1)** **original hard copy proposal with entire proposal documents.**

**Submit one (1) CD/flash drive with entire proposal documents.**

**Only one document allowed on CD/flash drive.**

**Document shall be in pdf format.**

1. **Submission shall be in a sealed envelope or other sealed container.**

Mark envelope or container with RFP Number and submission deadline date.

1. **Submission Deadline:** **10:00 a.m., Wednesday, May 3, 2017. Proposals received after the 10:00 a.m. deadline will be placed in the file unopened and will not be considered.**
2. Submit to the address shown on the **Proposal Response Cover Sheet *(ATTACHMENT 1).***

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 in SciQuest on the Utah Public Procurement Place website (UPPP) website at: <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

**V. REGISTER FOR NOTIFICATION OF RFP OR BID ADDENDA**

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.

To receive notification of question/answer information and addendums added to a current Bid or RFP the bidder/offeror must complete a one-time registration by providing their company information through SciQuest. Click this link: [Supplier Login/Join SciQuest Supplier Network](https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah&AuthToken=0%3AAES2%23CAeCMk4N4PNh1B7SitHntm6W5PkGPcFnuhJhN8wa%2BufOr8REf4uWf1EAfaPHjK3i8CH6Z8Uf0mJ%2FcmfKDxzIcS%2FfGNVWxzK0MYn93PUQiPI6IIBj50yBMwTIGlQAEokjEJ7cvNzeLl3bKmxGL%2BMdXXoBsGilL%2BAmJQ%3D%3D&SuccessToken=3&URL=ViewSourcingEvent%3FAuthToken%3D0%253AAES2%2523CAeCMk4N4PNh1B7SitHntm6W5PkGPcFnuhJhN8wa%252BufOr8REf4uWf1EAfaPHjK3i8CH6Z8Uf0mJ%252FcmfKDxzIcS%252FfGNVWxzK0MYn93PUQiPI6IIBj50yBMwTIGlQAEokjEJ7cvNzeLl3bKmxGL%252BMdXXoBsGilL%252BAmJQ%253D%253D%26CustOrg%3DStateOfUtah%26EventId%3D154069%26SupplierId%3D%26tmstmp%3D1479849325605) 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](https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah) (UPPP) or <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>, search and select any Bid or RFP project listed, log-in, download the project documents, and confirm their intent to respond. 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 bid request 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 Request for Proposal, 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 **Tiffany Rydalch** in the Purchasing and Contracts Management Division: telephone (801) 535.6347; TDD (801) 535-6021; **e-mail (**[**tiffany.rydalch@slcgov.com**](mailto:tiffany.rydalch@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 specification must be submitted on-line through the SciQuest Utah Public Procurement Place website (UPPP) prior to **:** **10:00 a.m., Wednesday, April 26, 2017.** SciQuest 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 specification, the City will issue a written addendum to the original specification. Any Q & A information and/or written addendums issued by the City shall be available for interested offerors to view and/or download through the SciQuest UPPP 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.

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| ***ATTACHMENT 1*** Proposal Response Cover SheetRFP No. SLCIRFP17023 **PROPOSAL FOR CONSULTANT TO DEVELOP FOOTHILL TRAIL SYSTEM PLAN** | SLC_Logo08_72dpi |

**Use this address for all U.S. Postal Service: For express courier or hand delivery, use:**

**TO**: Salt Lake City Corporation Salt Lake City Corporation

Chief Procurement Officer Chief Procurement Officer

Purchasing & Contracts Division Purchasing & Contracts Division

P.O. Box 145455 451 South State Street - Room 235

Salt Lake City, Utah 84114-5455 Salt Lake City, Utah 84111

The undersigned, having carefully read and considered the Request for Proposal for a consultant to **DEVELOP FOOTHILL TRAIL SYSTEM PLAN** for the Parks and Public Lands Division, 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 in SciQuest 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER:**

Employer I.D. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***OR*** Social Security No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Corporation or Partnership) (Individual)

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

***PROPOSAL CONTENT & EVALUATION CRITERIA***

**CONSULTANT TO DEVELOP FOOTHILL TRAIL SYSTEM PLAN**

**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 firm'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 firm’s chief officers (include an organizational chart if available), 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. Project team resources, qualifications and experience.

1. Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Include information on levels of education and training received by each staff member, and detailed descriptions of their involvement with projects of similar or identical scopes.

2. If applicable, identify any of the work 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. Relevant experience with emphasis on the last five years:

1. Detail your firm’s direct experience in providing similar consulting services on projects of similar scope and complexity for customers of similar size. Include dates of performance and/or completion, and a detailed description of demonstrated success on these projects.

2. Identify, at a minimum, three customers your firm has provided similar services for customers listed in your response to paragraph 1 above. For each customer listed provide the name of the organization, the current telephone number(s), and email address of the project manager. 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 firm that may be related or helpful to the services requested herein.

# II. PROPOSED APPROACH TO PROJECT

A. Provide a statement of your understanding of the project and a general description of your proposed approach to the project’s scope of services.

B. Provide a detailed proposal for achieving the goals, objectives and requirements stated in the project scope of services as described in this RFP.

Based on your firm’s experience and knowledge describe how your proposed approach to achieve the City’s goals and objectives will be innovative and unique.

C. Provide a tentative schedule for completing the work within the timeline specified. If you have concerns or comments about the projected time schedule include comments and justifications.

D. Identify the major challenges and risks associated with this project. For each challenge and risk, identify those activities which can be undertaken to reduce, mitigate or eliminate the challenge or 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 firm that may be related to or helpful to a comprehensive trail development plan. 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 contractor, 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.

The pricing offered under this Section III will be included in the proposal evaluation. In addition to the amounts, distribution and makeup of the costs, City evaluators will consider how well your price proposal addresses issues such as but not limited to:

* How clearly is the detail presented?
* Is the price proposal consistent with the approach described in the project proposal?
* Does the distribution of costs communicate project understanding and positive outcomes?
* Does the cost proposal demonstrate innovative ways in which the offeror intends to add value by reducing duplicative/less efficient tasks and adding tasks that go above and beyond the basics within the scope?

The approximate budget for the project is $75,000. City reserves the right to negotiate with the top ranked offeror if the price proposal indicates a consultant fee for the scope of work is in excess of City’s anticipated cost or budget for such services. In the event that negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror.

A. Develop Foothill Trail System Plan Fee

**Offeror: provide an offered not-to-exceed fee for the total project: $\_\_\_\_\_\_\_\_\_\_\_**

The City reserves the right to accept the offered not-to-exceed fee or to negotiate the services to be provided, by task, based on the information provided by offerors listed in the following paragraphs.

Provide a detailed cost breakdown of the offered not-to-exceed fee including all fees and charges in the tables and space below.

B. Provide the names and titles of consultants and staff that will provide services, the approximate number of anticipated work hours, and the associated hourly rates in the table below (add additional rows as needed):

|  |  |  |
| --- | --- | --- |
| **Name (if available) &Title of Consultants & Staff to Provide Services** | **# Work hours** | **Hourly Rate** |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |

C. Provide a description of all direct costs to be reimbursed, at cost, such as airfare, food and lodging or per diem, associated travel costs, meetings, printing and expendable supplies, in the table below (add additional rows as needed):

| **Describe/list all other charges:** | **Unit of Measure** | **Unit Price** |
| --- | --- | --- |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | **$** |

D. Provide a description of potential travel costs (if applicable) for airfare, food and lodging or per diem, and associated travel costs. Assuming that all tasks are to be performed, provide a description of the number of trips to Salt Lake City that offeror feels necessary to perform the work.

E. The City’s preference is that the selected offeror invoice the City on a monthly basis for services performed and costs expended. Offerors may propose alternative invoicing methods supported by a detailed description of the alternative method.

F. 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**

A. Exceptions. If you have any exceptions to any of the terms, conditions, or requirements of this Request for Proposal or the attached Sample Agreement 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 firm 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 firm 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,](http://le.utah.gov/~code/TITLE63G/htm/63G11_010300.htm) which requires a contractor to register and participate in the [federal Status Verification System](http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD) to enter into a contract for services with a Utah public agency. Please state whether your firm 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 firm is not currently registered and participating in the federal Status Verification System, describe how you will meet this requirement if your firm is selected for a conditional award from this solicitation.

F. Value-Based Procurement. The City has determined that it obtains better value from contracted services when certain practices enhance a Contractor’s or Consultant’s work environment. Some consideration will be incorporated into the scoring of proposals for the following criteria. Please respond to the following:

1. Has your company adopted a written policy stating that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or sexual orientation?

2. Has your company conducted an apprenticeship during the twelve (12) months prior to submitting this offer that is consistent with the requirements of Utah Code Title 35A, Chapter 6 and the requirements of the U.S. Department of Labor Bureau of Apprenticeship and Training?

3. Has your company adopted and implemented a written company policy creating a drug-testing program for pre-employment, and for testing based on “cause,” consistent with the requirements stated in Utah Code Title 34, Chapter 38 (private employees), Title 34, Chapter 41 (local government), or Title 67, Chapter 19 (state)?

4. Does offeror have a fixed office or distribution point within Salt Lake City boundaries, (ii) possess a Salt Lake City business license stating a Salt Lake City address, (iii) employ no more than thirty (30) full-time employees (meaning employees working at least forty (40) hours per week for fifty (50) weeks per year), and (iv) have annual gross revenues not in excess of $1 million (must meet all four requirements to respond “yes”)?

**ORAL INTERVIEWS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE CONSULTANTS. 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** | SLC_Logo08_72dpi |

*An electronic version of this document including all attachments and exhibits is available for download from the SciQuest Utah Public Procurement Place (UPPP) website at:*

[*https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah*](https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah)

**I. AWARD BY WRITTEN AGREEMENT**

The selected offeror shall be required to enter into a written agreement in substantially the form of the attached **SAMPLE AGREEMENT** (***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 Agreement 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.

1. 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.
2. 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 firm from the prospective offerors list.

**V. EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT**

If offeror takes exception to any term, condition, or requirement set forth in this Request for Proposal or the Sample Agreement 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. | SLC_Logo08_72dpi |

# CONTRACT NO. 04-1-17-9417

Rev. /\_

**SAMPLE AGREEMENT**

**CONSULTANT TO DEVELOP FOOTHILL TRAIL SYSTEM PLAN**

**FOR THE SALT LAKE CITY PARKS AND PUBLIC LANDS DIVISION**

THIS AGREEMENT is between SALT LAKE CITY CORPORATION, a Utah municipal corporation (“City”), and Ø, a \_ (“Consultant”), and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

**RECITALS**

1. Consultant desires to provide certain consultant services to develop a foothill trail system plan for City's Parks and Public Lands Division.

2. City desires to engage Consultant for such services.

**AGREEMENT**

In consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. Consultant shall provide certain consultant services to develop a foothill trail system plan for City’s Parks and Public Lands Division as described in Exhibit “A” for a term of (*to be determined*) commencing as of the date of this Agreement. City shall have the right to extend this Agreement for an additional term of up to four (4) months by giving Consultant 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 Consultant at least five (5) days prior written notice of such termination. This is a non-exclusive contract and City reserves the right to acquire the services, at its discretion, from other sources during the term of this Agreement. 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.

2. For services provided to City, Consultant shall be paid as specified under Exhibit “B” (Price Schedule).

3. For such consideration, Consultant shall furnish all materials, supervision, labor, and equipment to complete the requirements of this Agreement.

4. The following indemnification requirements apply to this Agreement:

A. Consultant shall 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 attorney's fees, arising out of Consultant's intentional, reckless, or negligent performance hereunder. Consultant’s duty to defend City shall exist regardless of whether City or Consultant may ultimately be found to be liable for anyone’s negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by Consultant, and Consultant 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, Consultant shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Consultant to indemnify the indemnitee against the indemnitee's own negligence. The provisions of this section 4 shall survive the termination of this Agreement.

B. City assumes no responsibility for any damage or loss that may occur to Consultant's property, except the obligation City assumes that it will not willfully or intentionally damage the property of Consultant. City has no responsibility for any equipment maintenance, or for Consultant's employees. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.

5. The following insurance requirements apply to this Agreement:

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 Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement 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) Consultant 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, Consultant shall require its subcontractor, at no cost to City, to secure and maintain all minimum insurance coverages required of Consultant 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. Consultant, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

***(Note: Unless other limits, types of insurance, or terms are agreed to by the City Attorney’s Office, the following are the insurance requirements that will be required for this Agreement.)***

(1) Workers’ compensation and employer’s liability insurance sufficient to cover all of Consultant’s employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. In the event any work is subcontracted, Consultant 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, Consultant, and any subcontractor from claims for damages for bodily injury, including accidental death, and property damage that may arise from Consultant’s operations under this Agreement, whether performed by Consultant 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 used in connection with this Agreement 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. If the policy only covers certain vehicles or types of vehicles, such as scheduled autos or only hired and non-owned autos, Consultant shall only use those vehicles that are covered by its policy in connection with any work performed under this Agreement.

(4) Professional liability insurance in the minimum amount of $1,000,000 per occurrence with a $1,000,000 annual aggregate limit.

6. Consultant shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Utah Immigration Accountability and Enforcement Act. Any violation of applicable law shall constitute a breach of this Agreement and Consultant 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.

7. City may cancel this Agreement for any reason, and without any liability therefor, upon giving Consultant 30 days prior written notice. Such notice shall be sent to the last known address of Consultant.

8. City may, without prejudice to any right or remedy, and without the necessity of giving the 30 day notice provided in paragraph 7 above, terminate this Agreement for cause in the event Consultant fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions set forth in this Agreement and fails to cure such failure within seven days after written notice from City of such failure.

9. If this Agreement is canceled or terminated as provided herein, City shall pay Consultant on the basis of actual services satisfactorily performed as calculated by City.

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

11. **REPRESENTATION REGARDING** **ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** Consultant 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.

12. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT**. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor (“GRAMA”). All materials submitted by Consultant 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 Consultant. Any materials for which Consultant claims a privilege from disclosure shall be submitted marked as “Business Confidential” and accompanied by a concise statement of reasons supporting Consultant's claim of business confidentiality. City will make reasonable efforts to notify Consultant of any requests made for disclosure of documents submitted under a claim of business confidentiality. Consultant may, at Consultant’s sole expense, take any appropriate actions to prevent disclosure of such material. Consultant specifically waives any claims against City related to disclosure of any materials required by GRAMA.

13. Consultant is not an employee of City for any purpose whatsoever. Consultant is an independent contractor at all times during the performance of the services specified herein.

14. All notices shall be directed to the following addresses:

City: Salt Lake City Corporation

Attn.: City Contracts Administrator, Purchasing

**(For U.S. Postal Service delivery)**

P.O. Box 145455

Salt Lake City, UT 84114-5455

***-OR-***

**(For hand delivery or express courier delivery)**

451 South State Street, Room 235

Salt Lake City, UT 84111

With a copy to:

City: Salt Lake City Corporation

Public Services Parks and Public Lands

Attn.: Open Space Lands Program Manager

**(For U.S. Postal Service delivery)**

P.O. Box 145510

Salt Lake City, UT 84114-5510

***-OR-***

**(For hand delivery or express courier delivery)**

1965 West 500 South

Salt Lake City, Utah 84104

Consultant: Ø

Attention:

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15. This Agreement may be assigned by either party but only with the prior written consent of the other party.

16. Consultant's obligations are solely to City and City’s obligations are solely to Consultant. This Agreement shall confer no third party rights whatsoever.

17. Consultant certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Consultant must notify City’s Contracts Administrator within thirty (30) days if Consultant has been debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in any contract by any governmental entity during this Agreement.

18. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both an authorized representative of Consultant and by City’s Mayor or the Mayor’s designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Consultant’s work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Consultant 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. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

19. This Agreement shall be enforced in and governed by the laws of the state of Utah.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

(Signature page follows)

The parties are signing this Agreement as of the date stated in the introductory clause.

SALT LAKE CITY CORPORATION

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST AND COUNTERSIGN:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Recorder Recordation Date

APPROVED AS TO FORM

Salt Lake City Attorney’s Office

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sign \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ø

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGMENT**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

:ss

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the

*(Name of person signing Agreement)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Ø, a (state) (type of entity).

*(Title of person signing Agreement)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC, residing in

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACT NO. 04-1-17-9417**

**EXHIBIT “A”**

**SCOPE OF WORK**

**CONSULTANT TO DEVELOP FOOTHILL TRAIL SYSTEM PLAN**

**NOTE: Exhibit “A” to be modified/completed by City after conditional selection based upon the selected offeror’s proposal and any negotiated terms and conditions.**

**I. GENERAL**

A. Consultant, 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.corporations.utah.gov**.**

B. Consultant shall assume full responsibility for damage to City property caused by Consultant's employees or equipment as determined by designated City personnel.

C. Consultant shall be solely responsible for the safety of Consultant's employees and others relative to Consultant's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.

D. Consultant shall possess and keep in force all licenses and permits required to perform services under this Agreement.

**II. RESPONSIBILITIES OF CONSULTANT**

Consultant shall develop a foothill trail system plan for City’s Parks and Public Lands Division. The responsibilities of Consultant include, but shall not be limited to, the following.

**Note: to be completed after conditional selection and negotiations.**

**III. DELIVERABLES**

Consultant shall provide City with the following:

A. The Final Plan document and all collected data and information shall be made available to City in common digital formats. Plans and reports shall be submitted via CD or flash drive in both Microsoft Word .docx and full-resolution Adobe .pdf formats. The final report and all attachments and addendums shall be submitted via duplicate CD or flash drives in both Microsoft Word .docx and full-resolution Adobe .pdf formats. All maps and graphics included in the final plan and attachments shall also be included as individual digital files for editing (for example, .xlsx, .INDD, and .ai) and for display (for example, .tiff, .jpeg, and .png) in common formats. If saving .tiff images, ensure the compression option is selected to avoid very large file sizes. Geographic information collected or produced for the report shall be submitted as a geodatabase or as individual shapefiles for ArcGIS, as appropriate. Photos collected during field research shall be submitted as low-resolution images for printing. Any photos used in the final report which are subject to copyright or are downloaded from the web must have appropriate permission. Any data collected using specialized software (for example via trail counters) shall be submitted in summary format in a common file type such as .xlsx.  Finally, ten spiral-bound hard copies of the final plan and addendums or attachments shall be submitted with laminated front and back cover.

B. The data used in compiling, and the results of, any tests, surveys or inspections, as well as all photographs, drawings, renderings, schedules, data processing output, computations, studies, audits, reports, models, and other items of like kind prepared by Consultant, its employees and consultants, shall be the property of City on which City shall own the copyright. Consultant may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to City upon completion of the work and before final payment is made. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement.

**IV. DISCLOSURE OF CITY RECORDS**

Because City shall own the documents generated by Consultant pursuant to this Agreement, Consultant shall not, without written approval by City, disclose publicly said records. Consultant understands that the information obtained in the performance of this Agreement is confidential and may be shared with employees of City or others only on a need to know basis.

**V. VALUE-BASED PROCUREMENT PROGRAM COMPLIANCE.**

This Agreement was awarded pursuant to City’s Value-Based Procurement Program, Salt Lake City Procurement Rules Chapter 19. In consideration for the award of this Agreement, and in order to preserve the benefits sought by City in making this award, Consultant agrees to the following:

A. Practices to be maintained. Consultant offered to City the following practices as practices enhancing its work environment at the time when this Agreement was awarded, and Consultant shall maintain such practices in Consultant’s work environment for the entire term of this Agreement, including any extensions or renewals hereof:

1. Nondiscrimination. Consultant has adopted and will maintain during the full term of this Agreement a written company policy stating that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or sexual orientation (defined in the policy to mean being lesbian, gay, transgender, bisexual or heterosexual).

2. Apprenticeship Programs. Consultant conducted an apprenticeship during the twelve (12) months prior to submitting its bid in connection with this Agreement that was consistent with the requirements of Utah Code Title 35A, Chapter 6 and the requirements of the U.S. Department of Labor Bureau of Apprenticeship and Training, and Consultant will maintain its apprenticeship program during the full term of this Agreement.

3. Drug Testing. Consultant has adopted and implemented a written company policy creating a drug-testing program for pre-employment, and for testing based on “cause,” consistent with the requirements stated in Utah Code Title 34, Chapter 38 (private employees), Title 34, Chapter 41 (local government), or Title 67, Chapter 19 (state), and Consultant will maintain such implemented policy during the full term of this Agreement.

B. Practices Subject to Liquidated Damages. Consultant received the award of this Agreement because Consultant offered to City practices in Consultant’s work environment that complied with the following sections of Salt Lake City Procurement Rules Section 19.4:

1. Section 19.4A Policy of Nondiscrimination Factor

2. Section 19.4B State-Compliant Apprenticeship Program Factor

3. Section 19.4C Pre-employment and “For Cause” Drug Testing Program Factor

4. Section 19.4D Local Small Business Factor

C. Consultant agrees that City paid to receive the benefit of these practices in Consultant’s work environment in an amount not less than \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_), being the amount by which Consultant’s bid exceeded the lowest bid considered for award, plus Two Thousand Five Hundred Dollars ($2,500), being a reasonable estimate of City’s time to administer the requirements of Chapter 19 which benefited Consultant (collectively the “Program Benefit”). Consultant agrees that Consultant shall pay to City the Program Benefit as liquidated damages, and not as a penalty, if Consultant fails to maintain all of the factors listed immediately above in this subparagraph for the entire term of this Agreement. City may collect any liquidated damages payable to City from any sum that City may owe Consultant, and may recover such damages from any payment bond or other security provided by Consultant to City.

**CONTRACT NO. 04-1-17-9417**

**EXHIBIT “B”**

**PRICE SCHEDULE**

**CONSULTANT TO DEVELOP FOOTHILL TRAIL SYSTEM PLAN**

**NOTE: This Exhibit “B” to be modified/completed by City after conditional selection based upon the selected offeror’s proposal and any negotiated terms and conditions.**

**I. GENERAL**

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. City is exempt from sales, use, and federal excise taxes on these products and services. Exemption certificates shall be furnished upon request.

C. Prices stated shall be firm for the full term of this Agreement, including any renewal terms.

**II. PRICING**

A. Not to exceed fee for all services and materials provided by Consultant pursuant to this Agreement $\_\_\_\_\_\_\_\_\_\_\_.

B. Early payment discount (describe if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**III**. **INVOICING AND PAYMENT**

City shall pay Consultant for all products and services provided by Consultant pursuant to this Agreement. Consultant shall submit a written invoice, in duplicate, for services rendered and City shall pay the invoiced fee within thirty (30) days after receipt of the invoice by City. Consultant shall itemize invoices by cost category and as requested by City. Consultant shall list the City contract number on all invoices, quotes, correspondence, and documentation relating to this contract.

Invoices shall be submitted to: Salt Lake City Corporation

Parks and Public Lands Division

Attn.: Open Space Lands Program Manager

P.O. Box 145510

Salt Lake City, Utah 84114-5510