

(SERVICE PROVIDER)

Park City Municipal Corporation

REQUEST FOR PROPOSALS FOR

*Replacement of Skate Resilient Flooring
at the Park City Ice Arena*

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NOTICE
REQUEST FOR PROPOSALS
*Replacement of Skate Resilient Flooring
at the Park City Ice Arena*

PROPOSALS DUE: 5/13/2013

PROJECT NAME: Replacement of Skate Resilient Flooring

RFP AVAILABLE: 4/27/2013

PROJECT LOCATION: 600 F.J. Gillmor Way, Park City, UT 84060

PROJECT DESCRIPTION: The Park City Ice Arena is seeking a flooring company with experience in the removal and replacement of rubber flooring designed and intended for use in ice arenas.

PROJECT DEADLINE: **8/31/2013**

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: Jon Pistey, Arena Operations Manager
jpistey@parkcity.org, fax:435-615-5719
All questions shall be submitted in writing no later than 5/6/2013

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

I. Introduction

The Park City Ice Arena is a 46,000 s.f., single sheet community ice sport facility. The facility was opened in February of 2006 as a seasonal operation and began operating year-round in 2008. The Ice Arena accommodates 5 sports: ice hockey, figure skating, speed skating, curling and sled hockey. User groups are the Park City Ice Miners youth hockey organization, The Figure Skating Club of Park City, Park City High School varsity and junior varsity hockey, the Park City Curling Club, The Predators women's hockey, Utah High School Hockey, the National Ability Center, the Utah Pioneers men's hockey club and Park City Speed Skating Club. Our adult hockey league has 310 participants, with 4 different divisions and 20 teams. We also host regional events, tournaments, corporate parties and outings, public skating and birthday parties, off-ice conditioning and dance classes, and our most high profile event is the Luc Robitaille Celebrity Shootout during the Sundance Film Festival. Our total visitors per year exceeds 125,000 participants and spectators.

II. Scope of Project

The Park City Ice Arena is planning on replacing approximately 11,000 s.f. of skate resilient flooring. The current product is glued-down rubber tile throughout the facility, including the lobby, office area, hallway, 4 large locker rooms, 2 small locker rooms, portions of the ice rink perimeter, player's benches, penalty boxes and scorer's booth. We are seeking a new design and combination of flooring types that differentiate high traffic areas from general traffic areas. To this end, we have identified these areas along with their approximate square footages on the floor plan at the end of the RFP. Square footages for the different areas can adjust based on product type and the most efficient use of materials. In the lobby area, identified by yellow in the floor plan (approx. 3,560 s.f.), we would like visually appealing, grey, skate resilient flooring. In the area identified by white with black cross-hatching in the floor plan (approx. 4391 s.f.), we would like black rubber flooring. The area identified by red in the floor plan (approx. 3,050 s.f.) is the highest traffic area in the building, so we would like the flooring to be easily replaceable; it can be interlocking tiles, a different color, or both. The total area of the flooring project is 11,001 square feet. We are looking for products with a 10 year lifespan and 5 year warranty at a minimum.

III. Funding

Funding for the project has been secured through a combination of Capital Project funding sources.

IV. Content of Proposal

(SERVICE PROVIDER)

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to 20 pages.

1. *Product specification sheets for all proposed products that will be used on the project.*
2. *Samples of all proposed flooring.*
3. *Floor plan identifying which products and tile types will be used in each area.*
4. *Total project price and square foot costs for each type of flooring, labor and mobilization costs.*
5. *Proposed timeline for completing the project with impacts to staff and customers outlined.*
6. *Reference list for at least 5 ice arenas that are using the proposed flooring as installed by your company.*
7. *Testing for resiliency of proposed flooring by the Selection committee. (Testing will involve Committee members trying to damage the flooring with figure skate toe picks and edges of all skate types.)*
8. *Identified environmental impacts of the project: i.e. recycled rubber content of flooring, “green adhesives”, etc...*
9. *Visual appeal of proposed flooring.*
10. *Site conditions guidelines.*
11. *Cleaning and maintenance products and procedures needed to maintain the proposed flooring.*
12. *Price (although price may not be the sole deciding factor) for removal of old flooring, installation of new flooring, total cost and square foot costs for materials, and total project cost.*
13. *Nature and extent of any requested changes to our standard contract, which is attached to this RFP.*

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

V. Selection Process

Proposals will be evaluated on the factors listed in Section IV, Content of Proposal, above. Price may not be the sole deciding factor.

The selection process will proceed on the following schedule:

(SERVICE PROVIDER)

- A. Any questions must be submitted in writing to Jon Pistey at jpistey@parkcity.org by 8:00AM on May 6, 2013.
- B. Proposals will be received by Park City prior to 1:00 pm on May 13, 2013, at the Park City Ice Arena Front Desk located at 600 FJ Gillmor Way, Park City, UT 84060.
- C. A selection committee comprised of City Staff will review all submitted RFPs.
- D. It is anticipated that City Council will vote on the contract award on June 6, 2013.
- E. Proposals must be valid until July 30, 2013.

VI. Park City Municipal Standard Service Provider Agreement

The successful proposal will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP.

VII. Information to be submitted

To be considered, 5 copies of the proposal must be received at the Park City Ice Arena, 600 FJ Gillmor Way, Park City, UT 84060 no later than May 13, 2013 at 1:00 PM. If submitting a proposal via US Mail, please send the proposal to the attention of the Ice Arena, PO Box 1480, Park City, UT.

VIII. 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.

IX. Proposal Information

A. 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. Park City's policy, subject to federal, state and local procurement laws, is to

(SERVICE PROVIDER)

provide reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

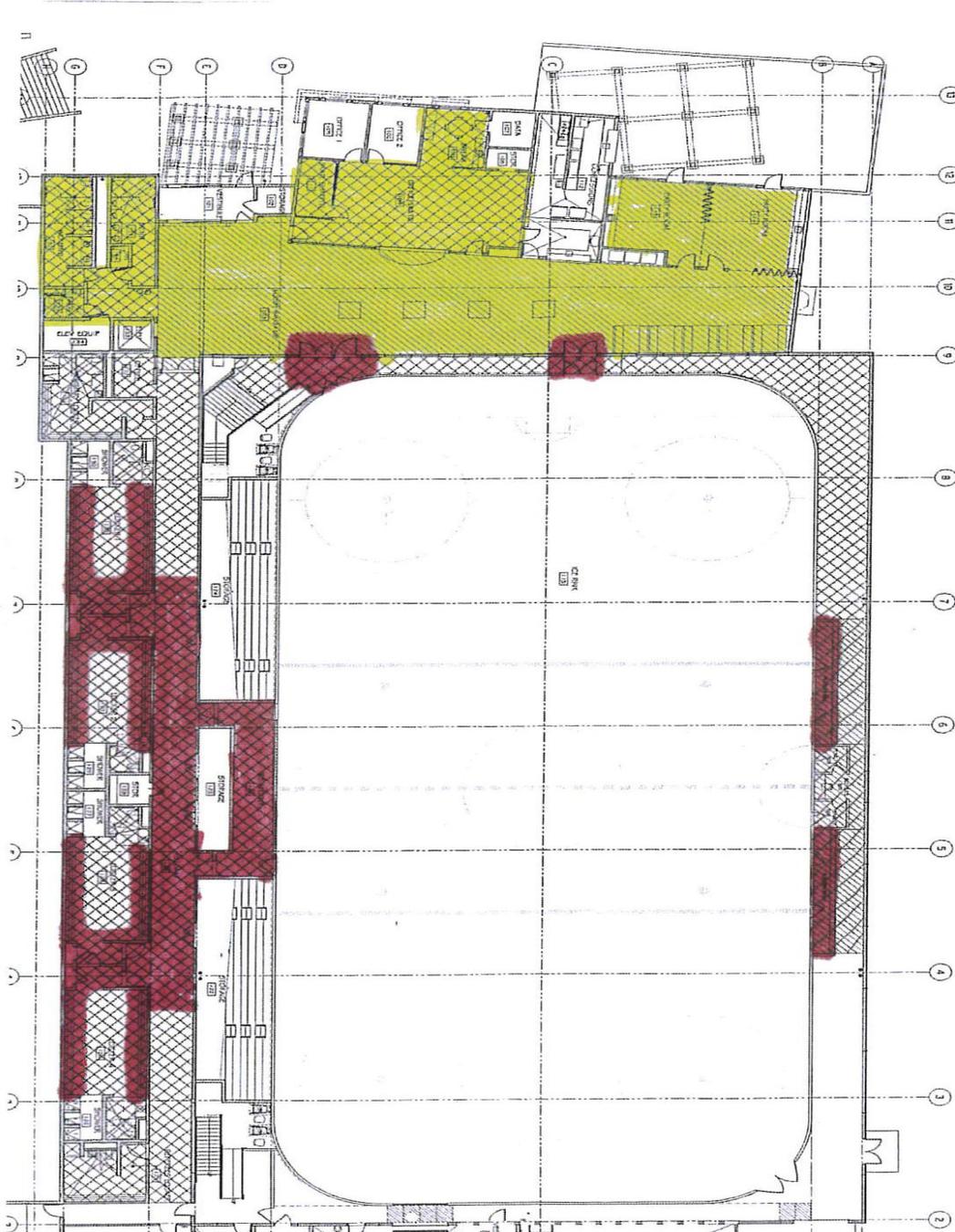
B. Procurement Policy. It is Park City Municipal Corporation's policy, subject to Federal and State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

D. Rejection of Proposals. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. 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.

(SERVICE PROVIDER)



FLOORING PLAN:
White w/ Cross Hatch= Approx. 4391 SF
Yellow = Approx. 3560 SF
Red = Approx 3050 SF

ProviderProfessionalServicesMINOR-8.21.12

(SERVICE PROVIDER)

**PARK CITY MUNICIPAL CORPORATION
PROVIDER/PROFESSIONAL SERVICES AGREEMENT
(MINOR SERVICE)**

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a ____ ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the service provided the City to minimal insurance risk; and
exposes

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). Fees shall be calculated pursuant to the Fee Schedule, attached hereto and incorporated herein as "Exhibit B". The total fee shall not exceed ____ **Thousand Dollars (\$__)**.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on _____, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- B. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement as subsequently agreed to by both parties in writing.
- C. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider’s activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of

Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)

the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Service Provider does hereby remise, release, forever discharge and covenant not to sue PARK CITY MUNICIPAL CORPORATION, its agents, servants, employees, officers, successors and assigns, and/or heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above

Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)

named, may be jointly and severally liable to the Service Provider, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Service Provider or by any and all other persons, associations and corporations, whether herein named or referred to or not, from all liability arising out of, in connection with, or incident to the execution of this Agreement

- C. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The City agrees to waive insurance requirement upon Service Provider's agreement to hold the City harmless pursuant to Paragraph 7 (B) above. Service Provider hereby acknowledges that their insurance policy is the primary coverage.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. If this agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in the E-Verify, or

Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)

equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider

Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)

not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision, which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)

SERVICE PROVIDER:

Name:

Address:

City/State/Zip:

Tax ID#: _____

PC Business License #:_____

Printed Name

Signature

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

Park City Municipal Corporation Provider/Professional Services Agreement-
(SERVICE PROVIDER)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the (title) ____ of _____, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation.

Notary Public

ADDENDUM "A"

SCOPE OF SERVICES