



Spanish Fork City
40 South Main Street
Spanish Fork, Utah 84660
801-804-4500

Request for Proposals: Janitorial Services Spanish Fork Public Works Building

Date: January 29, 2025

Reply to: Cody Hanks
Facilities Division Manager
49 S Main Street
Spanish Fork, UT 84660
chanks@spanishfork.gov

Pre-RFP Meeting: Wednesday, **February 12, 2025** at 1:00 PM, MT
Parks & Recreation Office, 49 South Main Street, Spanish Fork

Proposal Deadline: Tuesday, **February 19, 2025** at 2:00 PM, MT

Spanish Fork City (City) is accepting proposals from janitorial firms (Contractor) interested in submitting qualifications and costs for the Janitorial Services of the Spanish Fork Public Works Building located at 175 E 2160 N. It is **Mandatory** that all interested parties attend the Pre-RFP Meeting described above. The Pre-RFP meeting includes a building walkthrough.

Please submit questions for discussion at the Pre-RFP Meeting to Cody Hanks at chanks@spanishfork.gov by Monday, February 10, 2025 at 2:00 PM, MT. All other questions after the Pre-RFP Meeting shall be submitted through Virtual-Bid. Under no circumstance shall the janitorial firms contact the City after the Pre-RFP meeting other than through Virtual-Bid.

City will make the Request for Proposals (RFP) available to any interested parties from Virtual Bid (<https://virtual-bid.com>). Interested parties are responsible for monitoring the website for information concerning the RFP and any addendum issued.

[www.virtual-bid.com](https://virtual-bid.com)

The City may award a contract based solely upon the merits of the initial proposal, without an oral commentary by the proposers. In light of this possibility, proposers should present the most favorable price and service available. If the City deems necessary, a few Contractors may be selected based on cost, quality and experience to interview and present to the City.

The Contractor selected will be expected to begin work on or before Monday, March 3, 2025.

The information provided herein is intended to assist proposers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested proposers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. Proposers are at liberty and are encouraged to expand upon the specification written herein including alternate cleaning schedules. Spanish Fork City will not be liable for any costs proposers may incur in the preparation or presentation of this proposal. City reserves the right to cancel or modify this solicitation at any time it deems necessary, in its sole discretion that such measures are in the City's best interest.

All provisions of the agreement must be in compliance with established State and Local laws and ordinances of the State of Utah and its political subdivisions.

We look forward to reviewing your proposal and to working together with the selected team in the successful development of the project.

Sincerely,

Cody Hanks
Spanish Fork City
Facilities Division Manager
chanks@spanishfork.gov

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1. INTRODUCTION AND OBJECTIVE

Spanish Fork City Public Works Building houses the City Utilities Divisions, including Fleet, Garbage, Wastewater, Storm Water, Water, Streets and Power. The space contains offices, crew rooms, conference rooms, corridors and restrooms. The truck bays are not included in the proposal request.

The building will need janitorial service on Mondays and Wednesdays after 5:30 PM.

The objective of this RFP is to solicit proposals from highly experienced, professional janitorial service firms with consistent, skilled technicians who excel in the field of building janitorial care. The use of environmentally friendly cleaning products, solutions and techniques without sacrificing quality and cleanliness is desired and will be given preferential consideration.

2. SCOPE OF WORK

The Public Works Building has approximately 11,890 square feet over two floors that require janitorial services.

The contractor shall furnish all supervision, labor and transportation necessary to satisfactorily perform the janitorial services required for the buildings specified herein, and in the manner and at the frequencies set forth in the following specifications. It is important that all janitorial specifications and instructions be followed closely by the janitorial contractor. The goal of any bidding contractor should be to assist the City by taking a proactive approach to the building maintenance.

The intent of the janitorial requirements listed in this package is to preserve the investment of Spanish Fork City in its facilities, to assist in providing a working atmosphere which is conducive to high employee morale and to showplace facilities which demonstrate to the public and tenants an orderly and caring compliance to a clean and healthy environment.

The work contemplated under this agreement will be administered by the Spanish Fork City Facilities Division Manager and shall be performed in the following building:

Spanish Fork City Public Works Building
175 E 2160 N Main Street
Spanish Fork, Utah

EXAMINATION OF DOCUMENTS

All Proposers are expected to thoroughly read all documents contained in this package, including "Performance Specifications", and "Cleaning Schedules and

Specifications.” In no way are the forms within this RFP represented as the only items to be submitted. It is the Contractor’s responsibility to respond fully to this RFP.

EXAMINATION OF THE BUILDINGS

Any contractor that is planning to submit a proposal MUST attend the **Mandatory** Pre-RFP Meeting and scheduled walk through. Because of the confidentiality associated with the work that is conducted by Spanish Fork City and its staff at the site we will be visiting there will not be another walk through scheduled and no individual walkthroughs will be given. Before submitting a proposal, each contractor must attend the walk through and examine all of the premises and fully understand the conditions under which he/she will be obligated to operate. **The only walk-through has been scheduled as part of the Pre-RFP Meeting on Wednesday, February 12, 2025 at 1:00 PM, MT Parks and Recreation Office, 49 South Main Street, Spanish Fork. Please be prompt.**

CONTRACT TERM

The term of the services shall be for a period of twenty-four (24) months beginning upon a fully signed and executed contract. The contract may be renewed for two additional one-year periods at the same terms and conditions, upon the mutual consent of the City and the Contractor.

SUBMISSION OF PROPOSALS/LATE PROPOSALS

Proposals will only be accepted as a PDF document emailed to Cody Hanks at chanks@spanishfork.gov (cc Kim Coughlan kmcoughlan@spanishfork.gov).

Proposal Deadline: Monday, **February 19, 2025** at 2:00 PM, MT. City will not accept any proposal submitted by facsimile, hand delivery, or any method other than that stated in the RFP. Any proposal that is received after the Proposal Deadline will not be accepted. If it becomes necessary to revise the RFP in whole or in part, an addendum will be provided to all proposers on record through Virtual-Bid.

RULES AND REGULATIONS

In conducting its operations hereunder, the contractor shall comply with all applicable laws, regulations, and ordinances of the City now in force or thereafter prescribed and promulgated by authority of law, specifically including all fire codes and security regulations.

PROPOSER QUALIFICATIONS AND REQUIREMENTS

Given the diversity of space, variety of cleaning tasks, and very critical and sensitive nature of the operations and equipment, only experienced janitorial service contractors who meet the following requirements as well as the other specifications outlined in this document, will be given final consideration for the award.

Proposers are required to submit an organization chart describing the current management of the firm and a brief history of the firm with particular emphasis on its management team(s).

Proposers are required to submit a plan for the management and staffing required to perform the services set forth in this agreement. This plan should also address the training of employees.

3. PERFORMANCE SPECIFICATIONS

PERFORMANCE REQUIREMENTS

1. Unless otherwise stipulated in the specifications, all cleaning equipment, materials, supplies and articles incorporated in the work covered by this contract are to be provided by the Contractor and at the Contractor's expense.
2. Spanish Fork City will provide all restroom stock supplies (paper hand towels, toilet paper, toilet seat covers, sanitary disposal receptacle liners, trash receptacle liners, hand washing liquid, foam, bottled or boxed liquid soap and deodorizer cartridge refills) and all dispensers for the above-mentioned stock supplies. All stock supplies shall be inserted in the dispensers by the contractor as needed unless herein noted. Extra toilet paper and hand towels must not be stored in the restroom. All stock supplies are stored in the janitors closet or approved locations.
3. All cleaning supplies, materials, tools, caution signage and equipment for routine or periodical custodial maintenance including, but not limited to, mops, buckets, waxes, polishes, cleaning chemicals, and similar supplies shall be furnished by the Contractor. Contractor will keep a copy at the work site of all MSDS sheets on all cleaning chemicals used in the building. Any installations of equipment, shelving, dispensing systems or similar items attached to the structure shall be approved by the Facilities Division Manager in advance of the installation.
4. Major work will not be allowed to interfere with the functional operation of the City and its tenants, and shall be accomplished by the contractor between the hours herein specified, unless other arrangements are made with the Facilities Division Manager.
5. At any time, the Facilities Division Manager and contractor may inspect those areas serviced under this contract to ascertain the quality and acceptability of the work performed or in the process of being performed. Contractor's representative shall submit to the Facilities Division Manager immediately thereafter a written list of corrective action taken or all deficiencies or defects noted by the Facilities Division Manager during such inspection. Such defects or deficiencies shall be corrected immediately by the contractor.

6. Contractor is responsible for determining the type, quality and characteristics of all materials which are to be serviced under this contract. Contractor shall be responsible for the determination of the proper cleaning method for each material so that the material shall remain in clean and proper condition at all times. It is expected that a professional janitorial service contractor has experience and knowledge necessary to employ proper cleaning methods for any material or surface.
7. Contractor shall provide, without cost when so requested by the Facilities Division Manager, samples for testing of any janitorial supplies used by contractor in the accomplishment of required work, if such supplies are not provided by Spanish Fork City. Contractor shall use only such materials as are factory labeled or in a secondary container that has been properly labeled with a factory secondary label.
8. No material treatment or procedures shall be in use on any floors, stairways or sidewalks that would cause, or contribute to, such floor, stairway or sidewalk surface becoming slippery or unsafe to walk upon in all kinds of weather.
9. All flammable materials, which shall include without limiting the generality thereof, waxes, paints, thinners and wastes, shall be handled and stored in accordance with all applicable fire regulations. Any fire, smoke or other damage arising out of the contractor's use of said flammable materials shall be the responsibility of the contractor.

SUPERVISION

The contractor shall have a competent and experienced Lead Employee authorized to act as the Contractor's Agent as may be required. Contractor will be required to provide to the Facilities Division Manager the name of on-duty supervisors and where they may be contacted.

FACILITIES DIVISION SUPERVISOR

The Spanish Fork City Facilities Division Supervisor and the City's representative the Contractor will be required to report to is:

Cody Hanks	Facilities Division Manager
Email Address:	chanks@spanishfork.gov
Office Address:	49 South South Main Street Spanish Fork, Utah 84660
Mailing Address:	40 South Main Street Spanish Fork, UT 84660
Telephone:	Office: 801-804-4618

INSPECTION PROCEDURE

1. On a quarterly basis or whenever it is deemed necessary by the Facilities Division Manager, he shall inspect the site to ensure that the janitorial work is being performed satisfactorily.
2. If the work is not satisfactory, the contractor will be required to re-do any required task until it is deemed to be satisfactory by that Facilities Division Manager.
3. Contractor will be required, if requested by the Spanish Fork City Facilities Division Manager, to do a walk-through site inspection with the Facilities Division Manager quarterly.
4. Contractor shall report immediately to the Facilities Division Manager any irregularities to any of the areas serviced, regarding heating, ventilating, plumbing, equipment, broken furniture, doors, windows, or any other condition that may require attention for repairs, adjustments, replacement or corrections.

The frequency schedule for the designated areas is intended to provide services adequate to maintain an exceptionally attractive and clean building. Determination of "exceptionally attractive and clean" standard shall be the sole judgment of the Facilities Division Manager.

If work to be performed under this agreement is not satisfactorily performed in the opinion of the Facilities Division Manager, he shall give written notice to the contractor of the unsatisfactory performance. If the unsatisfactory work is not remedied within seven (7) days of receipt of such written notice, this agreement may be terminated in whole. The same shall apply for identical repeated complaints in the same areas that are not permanently corrected.

SAFETY

The contractor shall take all necessary safety precautions and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The City liaison may stop work if safety laws or safe work practices are not being observed.

SECURITY

Contractor shall determine, in the company of the Facilities Division Manager, those security requirements which are pertinent to their building(s). Due to the sensitive nature of many of the areas covered by this contract, the minimum following special requirements will apply:

1. Entrance doors to secured areas are not to be propped open by the Contractor or the janitorial staff under any circumstances.
2. Contractor and all employees who will be performing janitorial services under this contract must submit to a security clearance through the City. To accelerate the process this security clearance may be conducted by the Contractor for his/her own employees under the direction of the Spanish Fork Police Department representative. Said clearance will include a criminal history check through the Bureau of Criminal Information (BCI). A BCI check may be repeated annually in order to maintain each employee's secured clearance. A failure to maintain security clearance may result in termination of this contract.

LOCK COMBINATIONS AND KEYS

It is unlawful to make known to anyone not employed by the contractor any digital or numerical lock combination that is used to obtain entrance into a building or room under this contract. It is unlawful to make duplicate copies of the mechanical or card keys that are used to obtain entrance into a building or room under this contract. If a key is lost it is to be reported to Cody Hanks 801-361-3043 for a replacement. If it is found that the Contractor or its staff have made a duplicate key(s) Spanish Fork City will rekey all locks at the contractor's expense.

SCHEDULING OF WORK

All work scheduling will be coordinated with the Facilities Division Manager

STANDARDS OF CONDUCT

1. The contractor shall counsel his/her employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City, and against the unauthorized use or removal of City and personal property which may be in any of the City's facilities.
2. The contractor shall counsel his/her employees against having unauthorized personnel on the premises such as children, friends or a spouse.
3. The contractor shall be responsible to see that the contractor's employees do not disturb papers on desks or on other office furnishings and that they do not open drawers of furnishings and cabinetry.
4. Further, the contractor's employees shall not provide access to any person to any space of the City, without prior authorization from the Facilities Division Manager.

5. It is expected that the contractor's employees shall immediately advise the Facilities Division Manager directly of any obvious unauthorized or suspicious person(s) and/or activities in or about City buildings.
6. Employees of the contractor shall not be assisted or accompanied by non-employees or employees currently not on shift during their work shift.
7. The City has specific policies applying to the use of City telephones for personal use. The contractor shall be expected to ensure that their employees observe these policies. Unauthorized telephone usage which can be directly attributed to an employee of the contractor shall be the responsibility of the contractor for payment of any costs incurred by the City for such unauthorized use.
8. Violation of any of the above proscriptions by any of the contractor's employees shall require immediate remedy by the contractor.

FOUND ITEMS

Items found by the contractor's janitorial staff shall be reported to and/or given to respective supervisors immediately for appropriate handling. Such items are to be tagged with information specifying the date, time, building, room/room number and the name of the individual who found the item.

4. CLEANING SCHEDULES AND SPECIFICATIONS AND FLOOR PLAN

JANITORIAL SERVICE SPECIFICATIONS

The Spanish Fork City Public Works Building will house the City Public Utilities Departments and Divisions. On any given weekday the building is occupied by approximately 70 staff. In addition to the staff the building accommodates approximately 50 daily visitors, City Staff and outside personnel conducting business with the Public Works Staff.

Spanish Fork City Public Works Building office hours are Monday through Friday from 8 am to 5 pm. Many of the staff routinely arrive at the building at 7 am and may stay until 7 pm.

The Janitorial Service must be scheduled whenever the building is vacant or mostly vacant. The cleaning days and times must be selected in such a way as to provide clean conditions by 7 am Thursdays and Tuesdays. Typically, custodial service can be scheduled Mondays and Wednesdays after 6 pm.

The Janitorial Service for the Public Works Building must be provided 2 days each week, 52 weeks per year excluding scheduled holidays.

Scheduled Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving, The day after Thanksgiving, Christmas Eve Day and Christmas Day. **When a scheduled cleaning day falls on a scheduled holiday the cleaning day is shifted to the following day.**

Offices may be vacated or occupied depending on the expansion and contraction of the workforce in the building. The Janitorial Service must expand and contract accordingly without affecting the contracted price of the services. Extreme changes in occupancy over extended periods may require renegotiation of the contracted price. Typically, unoccupied spaces require only quarterly cleaning.

The janitorial staff is required to observe the orderly position and alignment of all building furniture and objects and strive to maintain this order. When items appear out-of-place the janitorial staff is required to tidy up accordingly, on his/her own, without special request. The janitorial staff must take pride in the building and cleanliness and independently respond to the custodial needs of the building. The janitorial staff must maintain clean and orderly janitor closet areas.

The janitorial staff must respond to requests from the Spanish Fork City Facilities Division Manager with regard to building custodial requirements.

The following is a list of minimum requirements for cleaning the Public Works Building. The Contractor is required to propose a task list and frequency schedule for cleaning this facility based on the Contractor's professional experience in the industry.

General Building, excluding truck bays

Service 2 Days per Week (Mondays and Wednesdays)

- Empty wastebaskets and trash containers
- Empty large container cans to dumpsters
- Empty office recycle cans into the large blue toters, as requested (City crews will set the blue toters to the pick up location.)
- Change can liners as necessary
- Clean and sanitize drinking fountains
- Sweep stairways to the loft area
- Dust mop all hard surface floors and damp spot clean areas as needed
- Vacuum all carpeted areas including interior entrance mats
- Spot clean carpet stains as needed
- Damp-dust desks, tables, bookshelves, file cabinets and countertops that have been cleared by tenant
- Clean all exterior entrance doors, interior entrance doors, hardware, glass and side glass and frames. Clean all interior panel glass in walls.
- Sweep and spot wet-mop or vacuum entrance vestibules and exterior porches, extending to the building eaves.

Restrooms

Service 2 Days per Week (Mondays and Wednesdays)

- Sweep, mop and sanitize restroom floors
- Clean and sanitize restroom toilets and urinals
- Clean and sanitize walls immediately surrounding the toilets and urinals
- Clean and sanitize restroom stall partitions and sanitary disposal receptacle
- Clean and sanitize restroom sinks and polish chrome fixtures
- Clean restroom mirrors
- Clean and sanitize light switches and door handles
- Stock restrooms with all paper goods, urinal deodorizers, room deodorizer cartridges and soap as needed
- Empty all waste disposal receptacles, change liners as needed

Service Once a Week

- Dust exterior entrance area for cobwebs and insects
- Dust counter tops, ledges, windowsills, furniture, etc.
- Clean interior glass in walls and doors
- Clean and sanitize break room tables, chairs, counter tops, sink and cooking equipment and refrigerators
- Clean and sanitize telephones, door knobs and light switches
- Clean Truck Bay sinks (2 locations)

Service Monthly

- Check room deodorizers; replace the cartridge as needed
- Inspect for and vacuum insects from interior light lenses as needed
- Dust for cobwebs on exterior porch areas including ceiling and lights
- Vacuum and dust upholstered furniture and vacuum or clean underneath entrance mats
- Spot clean walls and light switches

Service Quarterly

- High surface dusting, lights, vents, over doors, artwork, etc.
- Vacuum insects from light lenses as needed
- Dust baseboards, door casings, picture frames, transom ledges, etc.
- Vacuum/dust upholstered furniture and vacuum underneath entrance mats

ADDITIONAL SERVICES COST ESTIMATES

The Janitorial Service Contractor must be prepared to offer cost estimates as requested on special cleaning projects not included in this Janitorial Service Specification based on the following list.

- Window washing
- Carpet cleaning, specify method
- Upholstery cleaning, specify method
- Machine scrub hard floors

- Cleaning bugs and dust from light lens
- Cleaning refrigerator, inside and out
- Cleaning microwave oven, inside and out
- Cleaning range, inside and out

5. PROPOSAL OUTLINE & MINIMUM REQUIREMENTS

All proposals must be organized into Sections and label accordingly as outlined below. If they are not organized into sections, they may be rejected. Each section must clearly and fully address the subject and be understandable. Failure to do so will negatively impact the evaluation of your submitted RFP. Proposals should not exceed ten (10) pages.

a) Cover Letter – Include in this cover letter a primary contact. Names and telephone numbers of others who are authorized to represent the company in dealing with this RFP. An expression of the proposer's ability and willingness to meet the requirements of this RFP is required. A statement that the Contractor will adhere to all standards and specifications of the City, County, and State is required. Provide a commitment to work closely with the City and the building tenants with respect to communication on current janitorial needs.

b) Janitorial Service Experience – The proposed approach should constitute the major portion of the RFP and must include the following:

- A statement of your understanding of the janitorial service and a general description of your proposed approach to the scope of work. Examples of procedures, tools, products, solutions or chemicals may be included to enhance your approach to the janitorial service.
- A summary of relevant past janitorial service experience, including references.
- In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by you that may be related to or helpful to a comprehensive completion of the proposed janitorial service. 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.
- Identify any of the work that you intend to subcontract to others with their specific assignments, qualifications, and experience.
- In addition to the information and qualifications specified above,

identify any special knowledge or skills provided by your company that may be related or helpful to the accomplishment of the services requested herein.

- c) **Quality Control and Schedule** – Provide an overview of your quality control review process. Show the adequate personnel and schedule required to complete daily janitorial service including management.
- d) **Cost Estimates** – Submit a cost estimate for the monthly janitorial service proposed including personnel, positions and projected number of hours per month.

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

- e) **Key Personnel** – Provide resumes for Key Personnel with their experience and expertise, for each person assigned to this team. Provide an organization chart demonstrating the work and communication flows for the team.
- f) **References** – The proposer shall submit five (5) references. If possible, these should be of similar sized Cities, institutions or companies, requiring a similar scope of work. Provide the name of the City, institution or company, phone number, business address, and contact person.

6. CRITERIA FOR SELECTION

Proposals will be evaluated and a shortlist established using the following criteria:

- Janitorial Service Schedule and Execution
 - Approach to the Janitorial Service
 - Philosophy for Course of Execution
 - Quality Control
- Janitorial Service Experience
- Cost Estimate
- Key Personnel
- References

7. STANDARD CONTRACT TERMS AND CONDITIONS

INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold Spanish Fork City, its officers, officials, employees, and agents (collectively the "Indemnitees") free and harmless from and against all losses, claims, liens, demands, lawsuits, judgments, or liability

including but not limited to general liability, automobile, and professional errors and omissions arising out of the negligent acts, errors, and omissions of the Contractor in performing the services described including the amount of judgment, penalties, interest, court costs, and legal fees incurred by the Indemnitees or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death, or damages to property (including property of indemnitees). The Contractor further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, and, release, indemnify, and hold the City, its officers, officials, agents, and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of this contract.

Spanish Fork City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability, or other rights.

OWNERSHIP OF DOCUMENTS

Spanish Fork owns and may use in any way the City deems necessary all implemented plans, reports, data, documents, electronic media, and all other instruments of professional service, regardless of medium or content, prepared by or on behalf of Contractor for City.

INSURANCE

Worker's Compensation insurance, sufficient to cover all employees in the employ of the Contractor during the term of the contract, including any renewal thereof must be maintained. Coverage amount should be as required by Utah Workers' Compensation Laws. All subcontractors are required to also carry workers' compensation insurance as specified above. The City will require employees from companies who choose to not carry worker's compensation insurance, (three or less employees) to obtain a Workers Compensation Waiver Form from the State of Utah.

The following commercial general liability insurance must be submitted with limits not less than:

1. General Aggregate \$1,000,000
2. Products - Comp/OPS Aggregate \$1,000,000
3. Personal and Advertising Injury \$500,000
4. Each Occurrence \$500,000
5. Fire Damage (any one fire) \$50,000
6. Medical Expense (any one person) \$50,000.

Automobile Liability Insurance. Contractor shall obtain automobile liability insurance with limits of not less than \$500,000 Combined Single Limit per accident. Coverage shall apply to any vehicle.

Insurance needs to include Building Name with the address, and the Bid Number (if known). Insurance must name as the certificate holder; Spanish Fork City, its elected officials, appointed officials, officers, employees and volunteers as additional insured.

Coverage is for all operations performed by or on behalf of the named insured. Spanish Fork City will assume no liabilities for the Contractor including any of the Contractor's representatives, employees, or properties. Contractor shall, at all times, keep the work area in a neat, clean, safe, and secure condition to avoid the risk of loss, theft, vandalism, or sabotage.

Insurance provided is required to be primary and noncontributory. Proof of coverage must be provided before work can begin, and the Contractor agrees to provide proof of insurance upon demand by the City throughout the terms of the contract. The insurance must have a 30-day written cancellation notice. If any of the required insurance coverage is canceled or lapses, the City may at the City's discretion, obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus 10% for administrative charges, from any monies that are owing to the Contractor.

INDEPENDENT CONTRACTOR

It is understood and agreed by the parties that the Contractor is to act in the capacity of an independent contractor and as such will have no authorization, express or implied, to bind Spanish Fork City to any agreements. Contractor's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

ASSIGNMENT

The Contractor shall not assign this agreement or assign, pledge transfer, or otherwise dispose of its interest or this agreement, without the specific written consent of the City, and that no such assignment, pledge, mortgage, transfer, or other disposition shall relieve the Contractor of its obligations hereunder, nor shall such an assignment or other disposition terminate any such claim or defense which the City may have. Spanish Fork City may assert any claim or defense it may have against the Contractor against any such assignee.

LICENSE

The Contractor is properly licensed for the service(s) provided, including a business license. Contractor will provide all licenses before work can begin.

WORKFORCE

The Contractor agrees to register and participate in a status verification system such as E-Verify, to verify the work eligibility status of the Contractor's employees who are

employed on this project. The Contractor further agrees to have each subcontractor who works for or under him/her, certify by affidavit that the subcontractor has verified through a status verification system the employment status of each new employee of the respective subcontractor.

Contractor must ensure that all employees working in the Public Works Building or any of the Spanish Fork City buildings have undergone a background check and present certification documents to the Spanish Fork Police Department before beginning work..

STANDARD OF CARE

Services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time Contractor's services are performed. Contractor shall, at his/her sole expense, reperform any services not meeting this standard.

TAXATION

It is understood and agreed that the Contractor shall pay and discharge all license fees, assessments, sales, use, property and other tax or taxes lawfully imposed, as indicated in Utah Code Ann. §59-12-104 (as amended).

CONFLICTS OF INTEREST

It is understood and agreed that no officer or employee of Spanish Fork City has or shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of the Contractor or any member of their families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Contractor's operations, or authorizes funding of payments to the Contractor.

NON-DISCRIMINATION/AFFIRMATIVE ACTION

The Contractor agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability. This agreement may be canceled if the Contractor fails to comply with the provisions of these laws and regulations.

LAW

This contract shall be governed by the laws of the State of Utah.

DEFAULT

If either party fails to perform its obligations, the other party may give written notice specifying the nature of the failure, and requesting the defaulting party to remedy it. If the default is not corrected within thirty (30) days of the notice date, the non-defaulting party may pursue the remedy provided herein, and without waiving that remedy, it may terminate this agreement. If the failure reasonably justifies faster action, the notice may require correction within thirty (30) days, and the non-defaulting party may take reasonable action to protect its interest. If the failure is one that reasonably requires more than thirty (30) days to correct, the correction period shall be extended beyond thirty (30) days, so long as the defaulting party promptly commences to correct the default and diligently pursues it to completion.

In the event either party needs to enforce the terms of this agreement by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

ENTIRE AGREEMENT

This Agreement, together with the attachments hereto, contains the entire Agreement between the parties, and supersedes all prior agreements, and oral or written representations with respect to the subject matter hereto, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered except in writing, signed and dated by the parties.