

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this 1st day of December, 2013, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY//REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company ("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 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 "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed per annum \$17,500 for City Facilities and \$55,000 for HPCA Main Street Area.

The materials to be collected by the Service Provider shall not contain any hazardous materials, waste or substance; toxic substances, waste or pollutants; contaminants; infectious waste; medical waste or radioactive waste (collectively "Excluded Waste") each as defined by applicable federal, state, or local laws or regulations (collectively "Applicable Laws"). If excluded wastes are deposited in any landfill and such Excluded Waste is conclusively determined to have been generated by the City, Service Provider shall have the right, at City's expense to take all reasonable and prudent measures to remove and properly dispose of the Excluded Waste in a manner which meets all applicable laws. Service Provider shall acquire all title to waste materials when they are loaded into Service Provider's

truck. Title to and liability for any Excluded Waste shall remain within the City and at no time pass to Service Provider.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on November 30, 2016 or earlier, with an option to renew for three (3) additional years. Unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Addendum B," or if none is attached, as subsequently agreed to by both parties in writing.
- D. 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. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

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

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall

warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

- A. 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).
- B. Any equipment service Provider furnishes shall remain Service Provider's property. Service Provider shall have safe, unobstructed access to the City's streets and to the equipment on collection day. If for any reason, including severe weather, such access is not provided, Service Provider may refuse to make the scheduled pick-up; provided, however, that the City and Service Provider will cooperate and take reasonable steps to reschedule the missed pick-up.

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. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- 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 E-Verify, or 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 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 system, 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.

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.

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 within 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.

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.

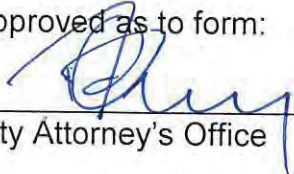
PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480



Diane Foster, City Manager

Attest:


City Recorder's Office

Approved as to form:


City Attorney's Office



STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 17 day of February, 2014, personally appeared before me Jeffrey Andrews, 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/she is the Vice President (title or office) of Allied Waste Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation.

Lynne Kleinschmidt
Notary Public



ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY//REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company
4144 Atkinson Ave.
Park City, UT 84098

Tax ID#: 20-1838910
PC Business License#: B-005238



Signature

Jeff Andrews

Printed name

Vice president

Title

ADDENDUM "A"

SCOPE OF SERVICES



October 16, 2013

Blake Fannesbeck, P.W. Ops. Mgr.
c/o Park City Municipal Corporation
1053 Iron Horse Dr.
Park City, UT 84060

Dear Mr. Fannesbeck,

Please accept (6) copies of the proposal (subject: MAIN STREET AREA SOLID WASTE COLLECTION PROPOSAL, due October 22, 2013) from Republic Services. Republic has been a strong and stable waste and recycling company in the State of Utah for more than 30 years and in the Summit County market since 2000. We would consider it an honor to continue providing services to the Park City Main Street area for many years to come.

Our association with Park City and Summit County has been a positive experience, even with the demands of such a diverse service area, and of this, we are very proud. Our long-term Park City service experience and full-service division in Park City allows us to provide immediate response to service demands, unforeseen emergencies, and special circumstances that may arise in the city.

Thank you for your consideration of our proposal. Please call us if we can better explain or provide more information.

I am authorized to sign and bind Republic to the commitments made in our proposal.

Sincerely,

David Price
General Manager
Republic Services, Northern Utah
(801)924-8520

Overview

Republic's corporate headquarters are located at:
18500 North Allied Way,
Phoenix, AZ 85054.

The operations base for deployment of collection, customer service personnel and equipment for this service is located at:

4144 Atkinson Ave.
Park City, Utah 84098
435-615-8311

We have operated in the State of Utah for over 30 years and have served the residents and businesses of Park City/Summit County for over 13 years.

Republic relies on a decentralized management structure to handle its day-to-day operations with optimum efficiency. The division the trucks will be dispatched from to provide service to Main Street is in Park City, less than 5 miles away. Our Park City division is full-service with full-time staff working all day, focusing all of their efforts on Park City and its surrounding areas.

In addition to our drivers, the following work full-time in our Park City office:

Operations Manager
Route Supervisor
(2) Full-time mechanics
Container delivery driver
Sales representative
Customer Service/Dispatch representative

Our extreme focus in this geographic area demonstrates our commitment to what we do in Park City. We have proven that we have the know-how and equipment to handle the various terrain and street lay-outs that are present in Park City. We have purchased specialized smaller collection vehicles which allow us to maneuver up/down steep streets, narrow streets, and streets packed with vehicles at special events, like the Sundance Film Festival. We also have a very good customer service relationship with the Historic Park City Alliance (HPCA). Our continued efforts in ensuring the needs of the HPCA are met, is an area of focus that we do not take lightly. Our office proximity and the fact that we have staff in the Park City area all day long ensures that any service need, regardless of time of day, can be handled quickly and efficiently.

Our knowledge of the area and special events separates us from any other competitor. Park

City is not a normal collection city. There are many varied service needs, multiple changes in collection requirements during special events, and the need for personnel and equipment in the area at all times. We have long-since committed to this need with all of our resources housed in our Park City office.

Understanding the billing associated with this contract is another area of which we have expertise. We have quality relationships with the Main Street businesses and feel that this is a valuable piece to providing the type of customer service that is expected within the contract. Our years of experience in handling the shared accounts, a major piece of the contract, allows for a smooth monthly billing and collection practice.

We will provide more than just recycling and garbage pick-up

We consider our relationship with Park City to be more than just that of collecting recyclables and trash. As a partner, we provide more. We have a contract with KPCW where we sponsor the *This Green Earth* show. As part of that contract, we will ensure to promote the recycling efforts of Park City, specifically HPCA, so that the residents in Park City, and throughout the county, understand the city's commitment to recycling. We will have over 1000 radio spots over the next 12-months where we can promote the Park City Main Street area as an environmentally friendly place to do business.

As part of this partnership, we will provide a **Free Shred Day** in the Main Street area for residents and businesses to properly dispose of confidential documents. We will assist with the education and promotion of this event.

We will assist in the purchase of HPCA light pole flags that can be hung to advertise recycling awareness and the downtown's commitment to the environment.

We run CNG in Park City!!! The majority of our fleet in Park City runs on CNG fuel. We consider it our responsibility to partner with Park City in an effort to promote reduction in air pollution and have put assets in place to satisfy this goal.

Diversion

We will continue to look for ways to divert recycling from the MSW volume by working with the city to install a verti-pak on Swede Alley. We will work with Curb-it to ensure recycling opportunities are in place with the individual businesses.

We are also working with the county on determining the feasibility of developing a recycling transfer pad on our property in Park City so that recycling can be hauled much more efficiently to the Materials Recovery Facility in Salt Lake City. Our plan is to share the operational savings of this benefit with the city/county. *

Republic Services Cost Schedule

Pick-up Frequency Per Week

	1	2	3	4	5	6	7
90 gal	13	26	39	52	65	78	91
2 yd	45	83	120	157	194	238	282

3 yd	52	94	137	179	221	270	319
4 yd	58	106	153	200	247	301	355
6 yd	72	129	186	243	301	365	428
8 yd	85	159	239	318	398	478	558
Trash Compactor	195	195	195	195	195	195	195
Cardboard Compactor	240	240	240	240	240	240	240

Special Services: Pull-out & push-in containers per stop: \$0 - No cost change

Alternate Recycling Program & Percentage: If awarded the contract, and we are able to dump recycling at our Park City office, we will share a percentage of the operational savings with the city as negotiated at that time. *

Cost Schedule Length of Term: This cost schedule is pricing for the first 12 months of the contract. See below for the CPI on this cost schedule after the first 12 months.

Price Increase/ year after initial Length of Term: CPI each Dec. 1st - the same as the county contract.

**Main Street Area
Solid Waste Collection
RFP
October 2013**

I. Introduction and Scope

The Public Works Department of Park City Municipal is issuing this Request for Proposals (“RFP”) for Municipal Solid Waste (“MSW”) Collection Services for the Commercial and Business sector within the Main Street area. The Main Street area is defined as the commercial businesses located within the area described as follows: beginning at the intersection of Main Street and Deer Valley Drive, then proceeding westerly on Main Street to the intersection of Main Street and 9th Street, then west on 9th Street to the intersection of 9th Street and Park Avenue, then proceeding southerly on Park Avenue to the intersection of Woodside, then proceeding southerly on Woodside to the intersection of King Road, then easterly on King Road to Main Street, then southerly on Main Street to Hillside Avenue, then proceeding easterly along Hillside to Marsac Avenue, then proceeding northward on Marsac Avenue to the intersection of Deer Valley Drive and the point of beginning. These services will include:

- i. MSW Collection and recyclable materials collection from commercial facilities, Billing of Main Street recycling and waste collection fees with reimbursement of fees the HPCA net of \$100/month collection cost.
- ii. Associated transportation and disposal to an approved disposal and/or recycling site.

- iii. Additional collection of trash containers for Park City Municipal buildings which would include but not be limited to Miner's Hospital; Education Center; Parks & Golf; PC MARC; Public Works; Police; and Ice Arena. Cost for collection & landfill fees. Frequency of collection will be determined later.
- iv. Work with the HPCA through the Trash and Recycling Committee in administration of the contract. Provide a quarterly report with YTD revenues and expenses. Where revenues exceed expenses future price increases to merchants will be adjusted accordingly.

General Information about the Main Street area includes, among others, the following:

- Approximately 300 commercial business license holders generating approximately 1650 tons per year.
- Average weight for loose trash 75 lbs/loose yard
- Average weight per roll off 5¼ tons
- Summit County Landfill tipping fee \$25/ton
- General Use types are Restaurants & Cafes, Bars, Retail, Hotels & Professional
- Main Street area sustainability goals of 25, 50, or 75 percent diversion/recycled
- Promote reduction in air pollution and emission of greenhouse gases
- Reduce the number of individual collection vehicles providing MSW Commercial Collection service in the Main Street area and thereby reduce traffic congestion

The successful Service Provider will be required to sign a "PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT" (attached). The project manager is Public Works Operations Manager Blake Fannesbeck. All questions must be in writing to either the project manager at Park City Municipal Corporation, PO Box 1480, Park City, UT 84060 or e-mail at blake.fannesbeck@parkcity.org. **The deadline for questions is 5:00 P.M. Thursday, October 17, 2013.** Park City Municipal Corporation reserves the right to accept or reject any or all bids and waive any irregularities. Price may not be the sole deciding factor.

II. Content of Proposal

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to 5 (five) pages in length.

Minimum Criteria Park City Will Use to evaluate each Proposal Submittal:

- City will use the following minimum criteria to evaluate the proposals submitted and determine the responsibility of each Proposer.
- Has the Proposer provided the information (including pertinent Subservice Provider information) requested in the RFP?
- Does the Proposer possess the ability, experience, capacity, skill, and financial resources and assurance to provide the service?
- Can the Proposer take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Proposer have the character, integrity, reputation, judgment, experience and efficiency required by the contract?
- Has the Proposer performed satisfactorily in previous contracts of similar size and scope; or if the prime Service Provider has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract, City seeks to establish through this RFP?
- For Proposals to be reviewed, the submitting company must be in good financial standing and be current on all licenses.

III. Evaluation Factors

The factors to be considered in the evaluation of Proposals are listed below. These items are ranked in descending order of importance, in evaluating the Proposals.

1. Cost of Service, lowest cost to City for Collection and/or Diversion-Recycling of MSW. (40%)
2. Qualifications, references, and experience in providing services of similar size and scope. (20%)
3. Proposed Services and Diversion Potential. Evaluation of the proposer’s plan and ability to recycle and/or divert MSW. (20%)
4. Ability to bill approximately 300 commercial businesses. (10%)
5. Capacity, financial strength and ability to obtain bonding and insurance. (10%)

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.

Service Provider Cost Schedule

Container Size	Frequency per Week						
	1	2	3	4	5	6	7
Toters							
90 gal							
2 Yds							
3 Yds							
4 Yds							
6 Yds							
8 Yds							
Roll offs							
Cardboard Compactor							

Special Services- Pull out & push in containers per stop \$ _____
 Alternate Recycling Program & percentage

Cost Schedule Length of Term _____ Years.

Price Increase/year after initial Length of Term _____%

COMMENTS (Include Recycling/Diversion Plan in Proposal):

IV. Selection Process

Proposals will be evaluated on the factors listed in Section II, Content of Proposal, above.

The selection process will proceed on the following schedule:

- A. **A Mandatory pre-submission meeting** will be held at **1:30 pm on Tuesday, October 15, 2013**, at Park City Public Works, 1053 Iron Horse Dr., Park City, UT
- B. Proposals with the title **“Main Street Area Solid Waste Collection Proposal”** clearly written on the front of the sealed envelope will be received by Park City prior to **11:00 am on Tuesday, October 22, 2013** at the Public Works Office located at 1053 Iron Horse Dr., Park City, UT

- C. Proposals will be opened at **11:00 am on Tuesday, October 22, 2013** at the Public Works Office located at 1053 Iron Horse Dr., Park City, UT.
- D. Proposals will be reviewed by the Trash and Recycling Committee prior to Thursday, November 7, 2013.
- E. Offerers may be interviewed if necessary prior to Friday, November 8, 2013.
- F. It is anticipated that City Council will vote on the contract award on or before November 21, 2013.
- G. Contract shall begin December 1, 2013
- H. All Offerers shall guarantee proposals will be good for 90 days from bid opening.

V. Term

The Term of the contract is three (3) years with an option to renew by the City for three (3) additional years. Unless extended by mutual agreement by both parties.

VI. Park City Provided Equipment and Services

City owns the compactors and associated roll-offs. City will provide containers and services to pick up trash in pedestrian containers located in Swede Alley and on Main Street.

VII. Service Provider Responsibilities

General Requirements

- A. Service Provider shall at its expense obtain and comply with all Necessary permits, ordinances and laws. The contract shall also include provisions concerning Independent Service Provider Status, equal employment opportunity, no assignment, disclosure of information and records, applicable law, and such other terms and conditions as the City may Require.
- B. Service Provider shall be responsible for providing all onsite and offsite equipment, labor and necessary supplies to perform all services under this Contract.
- C. Service Provider shall have all necessary licenses and permits prior to the start of this Contract. Any such fees are the responsibility of the Service Provider.
- D. Hours of operation – No start before 7 A.M. and complete by 7 P.M., Sunday through Saturday.
- E. An earlier start time may be required by the City for special events (i.e. Sundance, Arts Festival).

- F. The Service Provider is responsible for providing all customer service functions including informing customers of current services, handling customer requests and resolving customer complaints.
- G. The Service Provider shall also include, with the proposal a copy of their customer service standards.

VIII. Successful Service Provider Performance Requirements

Monthly Reports

- A. The actual services provided by service location.
- B. A list of scheduled services not completed and the reason for each occurrence.
- C. Any changes that were made in services from the prior reporting period.
- D. Total Volume and weight by user group.
- E. Total volume and weight of all garbage and recyclable materials collected and where those items were transported.
- F. All complaints and resolution.
- G. A description of any vehicle accidents or infractions.

IX. Complaints

Acceptance of Service Provider’s work will be determined by the Public Works Operations Manager or his/her designee. Work shall be completed in a responsible manner in accordance with the Contract terms. All complaints must be reported to the Public Works Operations Manager on the date of occurrence. A written or electronic report shall be filed with the Manager. The report shall contain:

- Service Provider’s Identification Number
- Date and time of call
- Customer name, address, and phone number
- Type of complaint of service needed
- Service Provider’s determination as to legitimacy
- Details of all complaints deemed legitimate
- Date, Time and action taken to resolve complaint
- Name of responsible contact at Service Provider’s location regarding the complaint
- Failure to remedy the cause of any legitimate complaint within 24 hours of the customers call shall be considered breach of the Contract with the City.

X. Non-Performance

Non-Performance by the Service Provider will cause damage to the City by undermining the City’s solid waste management and sustainability goals. The City expects high levels of customer service and collection service provisions. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions.

Penalties may be levied if documented in an incident report presented by the City to the Service Provider. Penalties will be assessed monthly by the City on the Service Provider Disagreements will be subject to the review resolution procedures provided in the contract.

XI. Action or Omission Penalties

- Commencement of commercial collection prior to 7:00 a.m. or continuance after 7:00 p.m. except as expressly permitted. \$100.00 per incident
- Failure to collect spilled materials. Twice the cost of cleanup to the City plus \$1000.00 each incident.
- Leakage from Service Providers vehicles or vehicle contents. \$500.00 each vehicle, each inspection.
- Failure to collect any and all garbage and recyclable materials within one day after notification. \$250.00 each incident
- Collection as garbage of source-separated recycling. \$1000.00 per incident.
- Misrepresentation by Service Provider in records or reporting. \$1,500.00 per incident.
- Failure to make required reports on time. \$500.00 per incident.
- Failure to maintain clean and sanitary vehicles. \$250.00 per occurrence.

The above is not an exclusive list of the acts or omissions for which a penalty may be assessed. Also, the contract shall include provisions detailing those acts and omissions of the Service Provider which shall be considered violations or breaches of contract. The Contract will reserve to the city the right to exercise any and all remedies it may have with respect to these and other violations and breaches. Any schedule of penalties shall not affect the City's ability to terminate the contract for breach.

XII. Termination

City may terminate the Contract after serving 10 days written notice in whole or in part from time to time, whenever they determine that the Service Provider is:

1. Defaulting in performance or is not complying with any provision of the Contract;
2. Endangering the performance of the Contract;
3. Failing to make satisfactory progress in the prosecution of the Contract; or
4. Persistent and repeated failure by Service Provider regarding any obligation under terms of the Contract.

Prior to termination for cause, City will send the Service Provider written notice specifying the cause. The notice will give the Service Provider 14 days from the date the notice is issued to cure the default or make progress satisfactory to City in curing the default, unless a different time is given in the notice. If City determines that default contributes to the curtailment of an essential service or poses an intermediate threat to life, health or property, City may terminate the Contract immediately upon issuing oral or written notice to the Service Provider without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Service Provider must compensate City for additional costs that would be incurred by the City whether the costs are actually incurred or not, to obtain substitute performance.

XIII. Performance Bond

The Successful Service Provider shall furnish a Performance Bond or Irrevocable letter of Credit to be approved by the City attorney conditioned upon the true faithful performance of the contract in the amount of \$50,000.00.

XIV. Park City Municipal Standard Service Provider Agreement

The successful proposer 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. If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

XV. Information to be submitted

To be considered, 6 (Six) copies of the proposal must be received at the Park City Public Works Office, 1053 Iron Horse Dr., Park City, UT 84060 no later than **Tuesday, October 22, 2013 at 11:00 am.**

XVI. 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.

XVII. 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 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. Local proposals that are within 5% of the low proposal will be extended the opportunity to meet the low proposal. If they do so within 48 hours, they will enter negotiations first.

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.

E. Park City Municipal Corporation reserves the right to change any dates or deadlines.

F. Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancelation and/or modification. 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.

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

**AMENDMENT #1 TO
PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT (this "Amendment") is made and entered into in duplicate this 1st day of DECEMBER, 2013, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY // REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company ("Service Provider"). City and Service Provider are referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties wish to clarify their understanding with respect to the Park City Municipal Corporation Service Provider/Professional Services Agreement entered into as of DECEMBER 1st, 2013 (the "Agreement").

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

1. ENFORCEMENT OF INSURANCE PROVISIONS

City agrees and acknowledges that Service Provider's failure to procure and maintain for the duration of the Agreement "Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence" (as set forth in Section 8(C) of the Agreement) shall not constitute a default under the Agreement, and City shall not terminate the Agreement or seek any remedy for nonperformance (including, but not limited to, specific performance) as a result of Service Provider's failure to maintain such coverage.

City further agrees and acknowledges that, consistent with Service Provider's internal policies, Service Provider shall not be required to provide City with certified copies of insurance policies pursuant to Section 8(E) of the Agreement; provided, however, that Service Provider shall provide certificates of insurance evidencing such coverage to City.

2. INCREASED LANDFILL FEES

The Parties agree that, in the event of increased fees relating to the disposal of waste materials by Service Provider at the landfill operated by Summit County, Utah, such increased fees shall be paid by the City; however, such increased fees shall in no event increase the not-to-exceed prices set forth in Section 1 of the Agreement.

3. INCORPORATION OF AGREEMENT; INTERPRETATION.

Except as specifically amended, modified, or supplemented in this Amendment, all other terms and conditions set forth in the Agreement shall continue in full force and effect. In the event of a conflict between any of the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail.

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

CITY:

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



[ADDITIONAL SIGNATURE APPEARS ON THE FOLLOWING PAGE]

SERVICE PROVIDER:

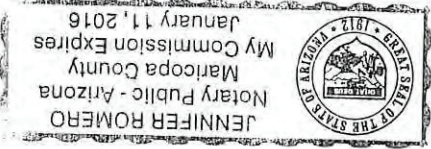
ALLIED WASTE SERVICES of NORTH AMERICA, LLC, a Utah limited liability company
4144 Atkinson Ave.
Park City, UT 84098

Tax ID#: 20-1838910
PC Business License# BL B-005238

X Jeff Andrews
Signature
Jeff D. Andrews
Printed name
Vice President
Title

STATE OF ^{ARIZONA}UTAH)
) ss.
COUNTY OF Maricopa)

On this 31st day of January, 2014 personally appeared before me
Jeff D Andrews, 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/she is the Vice President (title or office) of Allied Waste
Services of North America, LLC, a Utah limited liability company.



Jennifer Romero
Notary Public