

INFORMATION & REQUIREMENTS

I. OBJECTIVE. Unified Fire Authority ("UFA") is soliciting competitive sealed proposals from qualified offerors to furnish the highest quality workmanship in mechanical repair and maintenance for all UFA fleet.

CHANGE FROM <u>REQUEST FOR BID</u> TO <u>REQUEST FOR PROPOSAL</u>

In the past UFA or its predecessor, Salt Lake County Fire Department may have solicited "Requests for Bids" for services, equipment, parts, and/or supplies (products). However, due to the need for greater flexibility in obtaining same for UFA, UFA will sometimes use the "Request for Proposal" (RFP) process for this acquisition. The RFP process gives UFA the ability to select contractors on a broader basis of critical issues such as, but not limited to, price, custom services, quality, and availability of needed services, parts and/or supplies. The intent of this change to using the RFP process is to give UFA the ability to respond more effectively to its needs for services, equipment, parts, and supplies. Vendors who respond to an RFP will be referred to as "Offerors".

Attachment 1 below (PROPOSAL RESPONSE COVER SHEET and PROPOSAL CONTENT AND EVALUATION CRITERIA), provides a summary of what Offerors <u>MUST</u> include in their responses.

II. <u>BACKGROUND</u>.

UFA is seeking an offeror who shall provide the highest quality workmanship in mechanical repair and maintenance for all UFA fleet. Timely maintenance and repair is critical for UFA to maintain the highest quality emergent response to those who fall within its service area.

Due to the complexity and nature of services and repairs this will be a multiple vendor award.

Awards of orders will be on the basis of:

_Knowledge of equipment	<u>35</u> %
_Certification of Technicians	<u>15</u> %
_Warranty of workmanship	<u>15</u> %
_Manufacturer warranty center	5%
_Pricing (Job, hourly, parts)	25%
_Availability (parts, shop)	5%

III. QUALIFICATION OF OFFERORS

Offerors will not be considered unless they meet the following requirements:

1. All work as defined in the proposal content must be completed without the need for additional requests for proposal or bids.

IMPORTANT NOTICE:

PRE-PROPOSAL CONFERENCE. Offerors are advised there shall be a Pre-Proposal Conference held at 1:00 p.m. (Mountain Time) on Thursday, May 12, 2011 at UFA's Logistics warehouse located at 2651 South 600 West, Salt Lake City, Utah 84115. All interested Offerors should be in attendance. The purpose of this conference shall be to clarify any questions regarding this RFP. Apparatus will be available for on-sight inspection. If UFA omits anything from this RFP that is necessary for a clear understanding of the RFP, or if the instructions are unclear or in conflict, or if the Offeror has any question or objection about any part of the RFP or any of its parts, the prospective Offeror shall bring such matter to UFA's attention at the Conference. If necessary, following the Conference, a written addendum shall be issued to all prospective Offerors that attend the Conference. Questions or objections to the RFP or any of its parts not submitted prior to or at the conference shall not receive consideration.

IV. PROPOSAL SUBMISSION

- □ Sign and return the **Proposal Response Cover Sheet** (*ATTACHMENT 1*). The form must be signed by a company representative authorized to bind the Offeror contractually.
- □ Submit all required information as outlined in the **Proposal Content and Evaluation Criteria** section of *ATTACHMENT 1*.
- □ Submit original proposal and (6) six proposal copies in a sealed envelope or other sealed container. Please mark original proposal.
- Mark envelope or container with RFP Name and submission deadline date.
- □ Submission Deadline: 3:00 p.m. (Mountain Time) on Thursday, June 2, 2011.
- □ Submit to: UFA

RFP: Fleet maintenance and repair services

2651 S 600 W

Salt Lake City, UT 84115

- □ Proposals received after the 3:00 p.m. deadline will be placed in the file unopened and will not be considered.
- □ Proposals will then be sent to UFA appointed Selection Committee for evaluation.

V. <u>ACCEPTANCE</u>

- A. Any proposal received shall be considered an offer, which may be accepted by UFA based upon initial submission without discussions or negotiations.
- B. By submitting a proposal in response to this Request, Offeror agrees that any proposal it submits may be accepted by UFA at any time within ninety (90) days from the date of submission deadline.
- C. UFA reserves the right to reject any or all proposals and to waive minor technicalities and irregularities in proposals received, and/or to accept any portion of the offer if deemed in the best interest of UFA. Failure of Offeror to provide, in its proposal, any information requested in the RFP may result in rejection for non-responsiveness.
- D. The UFA may accept all or part of any offer and may make multiple awards. Offers shall identify any discount if the UFA accepts one offer for all ambulance vehicle(s).

VI. <u>ADDITIONAL INFORMATION</u>

For additional information concerning the services specified in this Request for Proposal, interested parties may contact Valerie Greensides via e-mail: vgreensides@ufa-slco.org. Correspondence between suggested offerors and UFA must be in written format.

For information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, interested parties may contact Valerie Greensides via e-mail at vgreensides@ufa-slc.org. Telecommunications Relay Services (TRS) at 711.

ATTACHMENT 1

Proposal Response Cover Sheet PROPOSAL FOR preventative maintenance, repair service, and parts for all UFA fleet vehicles



TO:	UFA

RFP: Fleet maintenance and repair services

2651 S 600 W

Salt Lake City, UT 84115

The undersigned, having carefully read and considered the Request for Proposal to provide preventative maintenance, repair, and parts for UFA, does hereby offer to perform such Plan on behalf of UFA, in the manner described and subject to the terms and conditions set forth in the attached proposal.

OFFEROR Company Name:		
Doing business as: [] an individual [] a partnership [] a corporation (mark appropriate box), duly organized under the laws of the State of		
BY:		
BY:(Signature of authorized representative)	(Please Print or Type Name)	
PRINCIPAL OFFICE ADDRESS:		
Street Address		
City	County	
State	Zip Code	
Telephone ()	Fax ()	
Mailing Address		
E-mail Address		
TAXPAYER IDENTIFICATION NUMBER: (Attach IRS Form W-9 "Request for TIN and Certification)	ion")	
Employer I.D. No <i>OR</i>	Social Security No.	
(Corporation or Partnership)	(Individual)	

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

PROPOSAL CONTENT & EVALUATION CRITERIA

Preventative maintenance, repair services, and parts for all UFA vehicles

PROPOSALS SUBMITTED FOR EVALUATION MUST INCLUDE, AT A MINIMUM, THE FOLLOWING INFORMATION AND MATERIALS:

A. GENERAL

The offeror shall furnish highest quality workmanship in mechanical repair and maintenance of all UFA fleet.

The offeror shall be able to comply with the following:

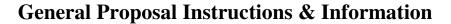
- 1. Offeror shall include an itemized pricing for all aspects of your response. Please include hourly rates, after hour rates, roadside service rates, holiday rates etc.
- 2. Offeror shall include itemized list of services shop is qualified to perform. List shall include flat rate pricing, or anticipated allowable time frame to complete a job. (ie PM services, safety and emissions, charging A/C, etc)
- 3. Offeror shall include a copy of all manufacture warranty center certificates
- 4. Offeror shall include a list of all employees and a copy of their qualification and certifications including the certifying entity that will be performing service on any of UFA vehicle.
- 5. Offeror shall provide an explanation of parts availability. The explanation shall include if part is a regular stock part. UFA shall not pay freight for any item identified as a regular stocked part. UFA will not pay freight on any item returned or replaced for warranty.
- 6. Offeror shall provide manufacture part, or part that meets or exceeds quality of part already currently being used in apparatus.
- 7. Offeror shall be given the opportunity to present samples of their parts, products, and services to members of the UFA between the time of the proposal conference and the proposal due date; contingent upon the availability of the UFA personnel. These opportunities may be scheduled immediately upon the conclusion of the pre-proposal conference.
- 8. Offeror shall submit a sample list of parts, sample list shall not be defined as a complete listing of parts available but will provide a method for demonstrating pricing and discounts. Sample list should include commonly used parts for services offered. (ie brake pads, brake shoes, rotors, filters, batteries, bulbs etc)

9. Offeror shall submit in writing a written expectation of work and anticipated pricing within a timely manner. The purpose of this is to help UFA personnel have an understanding of the repairs needed. Prior to proceeding on said work, Offeror shall receive back written authorization for repair. This written authorization will be a purchase order number. If additional work is required an addendum to the original proposal shall be sent in writing and writing and confirmation of excess repairs shall be given in writing. All invoices shall be accompanied by this written documentation. There will be no exceptions to this.

B. DEFINITIONS

ORAL INTERVIEWS AND ONSITE INSPECTIONS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE OFFERORS. THE DECISION OF UFA'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

ATTACHMENT 2





I. AWARD BY WRITTEN AGREEMENT

The Offeror(s) selected to provide the services/products shall be required to enter into a written agreement that will be substantially similar to Attachment 3 of this Request and the accepted Proposal.

- Signature on the <u>Proposal Cover Sheet</u> acknowledges that the Offeror is willing to enter into the Agreement if awarded the contract.
- If Offeror has any exceptions to request, the procedures stated under Paragraph IV, EXCEPTIONS, of this section must be followed.

II. PREPARATION OF PROPOSALS

- A. Failure to read the Request for Proposal and these instructions will be at the Offeror's own risk.
- B. All prices and notations must be typewritten or printed in ink. Erasures are <u>not</u> permitted. Errors may be crossed out and corrections made in ink or by typewriter adjacent to the corrected error. All corrections must be initialed in ink by the person signing the proposal.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.

III. PROPOSAL INFORMATION

- A. <u>Discussions With Offerors</u>. UFA may conduct discussions and site inspections with Offerors who submit proposals determined to be reasonably susceptible to being selected for award. However, proposals may be accepted without such discussions, at UFA's option.
- B. <u>Equal Opportunity</u>. UFA will make every effort to ensure that all Offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

- C. <u>Cost Of Developing Proposals</u>. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Offeror. UFA assumes no liability for any costs incurred by Offerors throughout the entire selection process.
- D. <u>Proposal Ownership</u>. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of UFA and will not be returned to the Offeror.

E. Rejection Of Proposals.

- UFA reserves the right to reject any or all proposals received. Furthermore, UFA shall have the right to waive any informality or technicality in proposals received when in the best interest of UFA.
- No proposal shall be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears to UFA, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to UFA, or that, based upon its past business practices, may be deemed irresponsible or unreliable by the Chief Financial and Legal Officers. 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.
- F. <u>Failure To Submit A Proposal</u>. Failure to submit a proposal (or to advise UFA's Chief Financial Officer that future Requests for Proposal are desired) may result in the removal of your firm from the prospective Offerors list.

IV. EXCEPTIONS TO PROPOSAL

An exception to any term or condition set forth in this proposal must be clearly identified in the response to this RFP. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted in a separate document accompanying Offeror's proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. UFA shall be the sole determiner of the acceptability of any exception.

V. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Offeror that is submitted to UFA, as part of the proposal or otherwise, shall become the property of UFA when received by UFA and may be considered public information under applicable law. UFA is subject to the disclosure requirements of the Government Records Access and Management Act, ("GRAMA") Title 63G, Chapter 2, Utah Code Annotated. UFA generally considers proposals and all accompanying material to be public and subject to disclosure. Any material considered by the Offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim as required by GRAMA §63G-2-309. Blanket claims that the entire RFP is confidential will be denied. UFA cannot guarantee that any information will be held confidential. If the Offeror makes a claim of confidentiality, UFA, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the Offeror of such determination. The Offeror is entitled under the GRAMA to appeal an adverse

determination. <u>UFA is not obligated to notify the Offeror of a request, and will not consider a claim of confidentiality, unless the Offeror's claim of confidentiality is made in a timely basis and in accordance with the GRAMA.</u>

VI. REPRESENTATION REGARDING ETHICAL STANDARDS

The Offeror certifies that it has not: (1) provided an illegal gift or payoff to a UFA officer or employee or former UFA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or (3) knowingly influenced, and hereby promises that it will not knowingly influence, any UFA officer or employee or former UFA officer or employee to breach any ethical standards set forth in UFA's conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

ATTACHMENT 3

SAMPLE AGREEMENT



SAMPLE AGREEMENT

Preventative maintenance, repair service, and parts for all UFA fleet vehicles

UNIFIED FIRE AUTHORITY

THIS AGREEMENT is made and entered into as of, 2011 by and between UNIFIED FIRE AUTHORITY a political subdivision of the State of Utah, hereinafter "UFA", and, a, hereinafter "Supplier".			
WITNESSETH:			
WHEREAS, Supplier desires to provide preventative maintenance, repair and parts, as described in the attached specifications for UFA;			
WHEREAS, UFA desires to engage Supplier for such products and services;			
NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:			
1. Supplier agrees to provide preventative maintenance, repair and parts as described in the attached specifications described in ExhibitsA attached hereto for a period of (2) two, years commencing as of the date of execution of this Agreement. UFA may extend this Agreement for (3) three additional years, renewable on an annual basis, under the same terms and conditions. Notice of time extensions shall be in writing served upon the Supplier by regular mail at least thirty (30) days prior to the expiration of the original term of this Agreement, or any current extension, in order for such extension to be effective. All financial commitments by UFA shall be subject to the availability of funds approved by UFA Board and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.			

3. For such products and services, Supplier shall be paid as specified under Exhibit "B", Price Schedule, attached and incorporated by reference.

described in the attached specifications shall consist of the products and services and requirements

listed under Exhibit "A", Scope of Work, attached and incorporated by reference.

Said provision to provide preventative maintenance, repair and parts, as

- 4. For such consideration, Supplier shall furnish all materials, supervision, labor and equipment to complete the requirements of this Agreement.
- 5. Supplier, at its own cost, shall secure and maintain the following minimum insurance coverage:
- A. Worker's Compensation sufficient to cover all Supplier's employees pursuant to Utah State statutes. The certificate and policy shall provide that coverage thereunder shall not be canceled or reduced without at least thirty (30) days prior written notice to UFA.
- B. Commercial General Liability insurance with UFA named as an additional insured, in the minimum amount of \$1,000,000.00 per occurrence with a \$2,500,000.00 aggregate. The certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days prior written notice to UFA.
- C. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, with UFA named as an additional insured, in the minimum amount of \$1,000,000 per occurrence. The certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days written notice to UFA.
- D. Supplier shall furnish Certificates of Insurance, acceptable to UFA, verifying the foregoing concurrent with the execution hereof and thereafter as required.
- E. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and shall be either:
- (1) Listed in the *Federal Register*, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"; or
- (2) Rated with an A- or better rating in the most current edition of *Best's Key Rating Guide—Property-Casualty United States*.
- F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Supplier shall be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by UFA, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to UFA's Chief Legal Officer.
- 6. Supplier shall obey all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments that may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA), Environmental Protection Agency (EPA), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and Supplier shall hold UFA harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by UFA as a result of such violation.

- 7. UFA may, in its sole discretion, terminate this Agreement upon ten (10) days prior written notice to Supplier if UFA determines that Supplier's performance is unsatisfactory, or that Supplier has violated any of the terms or provisions of this Agreement; or in the event Supplier becomes insolvent or is named as a Debtor in Bankruptcy. In the event of termination under this paragraph, the Supplier, at UFA's option, shall forfeit as liquidated damages, all performance bonds or other sureties given to UFA under this Agreement. The liquidated damage option shall be in addition to any and all remedies at law or equity, which are available to UFA.
- 8. If this Agreement is canceled or terminated as provided herein, UFA shall calculate and pay the Supplier on the basis of actual services satisfactorily performed and benefit received.
- 9. Supplier, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.
- 10. Supplier agrees to indemnify, save harmless and defend UFA, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, to the extent they are caused by Supplier's intentionally wrongful, reckless or negligent performance hereunder. If UFA's tender of defense, based upon this indemnity provision, is rejected by Supplier, and Supplier is later found by a court of competent jurisdiction to have been required to indemnify UFA, then in addition to any other remedies UFA may have, Supplier shall pay UFA's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein shall be construed to require the indemnitor to indemnify the indemnitee against the indemnitee's sole negligence.
- 11. Supplier represents that it has not: (1) provided an illegal gift or payoff to a UFA officer or employee or former UFA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly influenced, and hereby promises that it will not knowingly influence, a UFA officer or employee or former UFA officer or employee to breach any of the ethical standards set forth in the conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.
- 12. Supplier is not an employee of UFA for any purpose whatsoever. The Supplier is an independent contractor at all times during the performance of the services specified.

13. All notices shall be directed to the following address:

Unified Fire Authority: Fire Chief 3380 South 900 West Salt Lake City, Utah 84119

With a copy to: Unified Fire Authority Chief Legal Officer 3380 South 900 West Salt Lake City, Utah 84119

- 14. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 15. Supplier's obligations are solely to UFA and UFA's obligations are solely to Supplier. This Agreement shall confer no third party rights whatsoever.
- 16. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both parties.
 - 17. Any ambiguity in this Agreement shall be construed in favor of UFA.
- 18. This Agreement shall be enforced in and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

		UNIFIED FIRE AUTHORITY
		By
		Title
		SUPPLIER
		By
		Title
	CORPORATI	E ACKNOWLEDGMENT
STATE OF UTAH County of) :ss)	
On the	day of	, 2011, personally appeared before
(Title of person signing Agre	, and said pe	who being by me duly sworn, did say that he/she is the erson acknowledged to me that said corporation executed
the same.		
		NOTARY PUBLIC, residing in
		County
My Commission Expires:	:	
		Page 14 of 18

EXHIBIT "A"

SCOPE OF WORK

Preventative maintenance, repair service, and parts for all UFA fleet vehicles

I. GENERAL

1. Supplier, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.commerce.state.ut.us.

- 2. Supplier shall assume full responsibility for damage to UFA property caused by Supplier's employees or equipment as determined by designated UFA personnel.
- 3. Supplier shall be solely responsible for the safety of Supplier's employees and others relative to Supplier's work, work procedures, material, equipment, transportation, signage and related activities and equipment.
- 4. Supplier shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

II. RESPONSIBILITIES OF THE SUPPLIER

The responsibilities of the Supplier include, but shall not be limited to, the following.

- 1. Furnish preventative maintenance, repair, and parts as defined.
- 2. Except as provided in the following "Note", the supplier shall currently own and operate a place of business that shall be devoted to the services and product that they propose to furnish. Said place must be adequately equipped and staffed to render services set forth in this solicitation.

III. <u>DELIVERY CONDITIONS</u>

It shall be agreed that legal responsibility for the workmanship and warranty shall remain with the supplier and manufacturer until work has been acceptance, and UFA has formally accepted the apparatus repair.

- 1. All testing shall be discussed and/or witnessed by a designated fleet officer of UFA.
- 2. The apparatus can be driven from the shop to the UFA by a legally, qualified, and insured individual of the shop. The offer shall include all costs associated with any damages sustained to apparatus while being driven by its employee.

3. The manufacturer shall immediately furnish any and all recall information, technical services and/or repair bulletins to UFA's designated fleet manager. These bulletins shall be furnished for the term of the Agreement and the life of each item.

VI. <u>ACCEPTANCE PROCESS</u>

1. It is understood that payment for the services will not be made by UFA until all requested repairs have been met and/or products received. This means that all required corrections must have been made and final acceptance by UFA prior to payment. It is therefore acknowledged that

VII. <u>ACCEPTANCE</u>

1. Once an apparatus has been repaired a copy of the detailed work repair order, or invoice should accompany the vehicle at the time of release to a UFA representative. Offeror shall not release the vehicle until Purchase order has been received by UFA.

EXHIBIT "B"

PRICE SCHEDULE

Preventative maintenance, repair service, and parts for all UFA fleet vehicles

I. GENERAL

- A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, transportation, delivery, and related costs. No other charges shall be allowed.
- B. UFA is exempt from sales, use and federal excise taxes on these products and/or services. Exemption certificates shall be furnished upon request.
- C. Prices stated shall be firm for the term of this Agreement. Requests for price adjustment thereafter shall follow requirements specified in Paragraph III, Option Renewal Period Price Adjustment.

II. PRICING

- A. Pricing to be consistent with that presented in the proposal, with the ability of minor pricing adjustments, due to changes of an unforeseen nature that are agreed upon by UFA and Supplier.
- B. Pricing as follows:

1.

2.

3.

III. OPTION RENEWAL PERIOD PRICE ADJUSTMENT

A. Prices stated are firm for the term of this Agreement. If this Agreement is extended for additional option periods, adjustments may be made, however, any request for adjustment shall be made by Supplier between the sixtieth (60th) and fortieth (40th) day prior to the extension date. Supplier shall calculate and make a request of UFA that the prices for the next renewal year be increased by the lesser of five percent (5%), or the same percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US UFA Average" published by the Bureau of Labor Statistics of the US Federal Government. If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties. UFA shall notify Supplier of its decision within fifteen (15) days of receiving Supplier's request.

IV. <u>INVOICING AND PAYMENT</u>

A. After acceptance of the work and/or parts, UFA shall make payment to Supplier for all services performed by Supplier pursuant to this Agreement. Supplier shall submit a copy of the work order and written invoice, in duplicate, for services rendered and UFA shall pay the invoiced fee within thirty (30) days.

Original invoices shall be submitted to: Unified Fire Authority

Attn: Accounts Payable 3380 South 900 West

Salt Lake City, Utah 84119

Copy of invoice and work order shall be submitted to:

Valerie Greensides

vgreensides@ufa-slco.org fax 801-977-5128