


DAVID DOBBINS
DIRECTOR

SALT LAKE CITY CORPORATION
COMMUNITY DEVELOPMENT

ROSS C. "ROCKY" ANDERSON
MAYOR

COUNCIL TRANSMITTAL

TO: Rocky Fluhart, Chief Administrative Officer **DATE:** January 26, 2005

FROM: David Dobbins 

RE: Resolution authorizing Salt Lake City to accept a grant from the State of Utah, Department of Environmental Quality.

STAFF CONTACT: Sherrie Collins, 535-6150

DOCUMENT TYPE: Resolution

BUDGET IMPACT: \$10,000 state grant

DISCUSSION: Management Services' Environmental Planner applied for and received a grant from the State of Utah, Department of Environmental Quality (DEQ) to assist the Salt Lake City School District in developing and implementing an Environmental Management System (EMS) Plan. The EMS Plan will create and provide a process by which the school district can identify environmental impacts that they have, and take steps to minimize or eliminate those impacts. Typical items identified in the plan would include waste reduction, use of less hazardous materials, and energy and water use reductions. The plan will also include detailed information based on the needs identified by the school and distributed to DEQ, Salt Lake City Corporation, and the school district.

The City will hire a contractor to complete the research and provide a written EMS Plan. Meetings will be held with the school district to identify its specific needs and current environmental management status. A complete review will be completed to establish a state-of-the-art best practices for schools. Comments will be incorporated and a completed document will be made available as well as published on the internet by DEQ.

RESOLUTION NO. _____ OF 2005

AUTHORIZING SALT LAKE CITY TO ACCEPT
THE STATE OF UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT

WHEREAS, Title 11, Chapter 13 Utah Code Ann., as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached Agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$10,000.00 State of Utah, Department of Environmental Quality grant for the purposes of:

Assisting the Salt Lake City School District in developing and implementing an Environmental Management Systems (EMS) Plan, that will create a process by which the School District can identify the environmental impacts that they have and take steps to minimize or eliminate those steps. The City will hire a contractor to complete the research and written plan. Typical environmental impacts identified include waste reduction, use of less hazardous materials, and energy and water reductions.

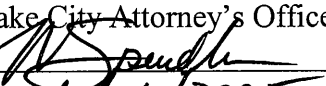
2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said award and execute any and all subsequent agreements between the City and other entities resulting from the said Award on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the Agreement approved herein.

Passed by the City council of Salt Lake City, Utah, this day _____ day of _____, 2005.

Salt Lake City Council

By _____
Chairperson

ATTEST:

Approved as to Form
Salt Lake City Attorney's Office
By: 
Date: 1/26/2005

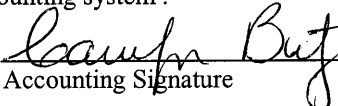
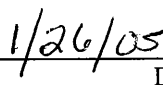
CHIEF DEPUTY CITY RECORDER

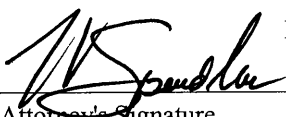
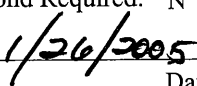
Salt Lake City Corporation
CAMP DOCUMENT ROUTING FORM
CITY SIGNATURE AND ACTIVATION PROCESS

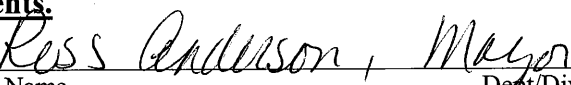
January 25, 2005

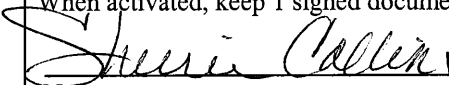
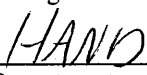
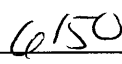
Contract Number:	06-5-05-1167	Project:	
Contractor:	13521	UTAH STATE DEPT OF ENVIROMENTAL QUALITY	
Contract Title:	ENVIRONMENTAL MGT. SYSTEMS PLAN - STATE FUNDS		
Monitor:	SHERRIE COLLINS		

Please complete your Step and forward to the next Step.

STEP 1	ACCOUNTING DIVISION - Encumber Funds
<p style="font-size: 1.2em; transform: rotate(-45deg); opacity: 0.5;">no encumbrance at this time</p>	<p>I certify that funds are available. _____</p> <p>OR Accounting Signature _____ Date _____</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system .</p> <p style="text-align: center;">  Accounting Signature  Date </p> <p>Funding Source: _____</p> <p style="text-align: center;">Dept Cost Center Object Code \$ _____</p> <p>Attach additional paperwork if more funding sources are needed. Limit \$ _____</p>

STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p>Attorney: _____ Insurance Required: N</p> <p>Perf Bond Required: N</p> <p>Pmt Bond Required: N</p> <p>This document has been approved as to form.  </p> <p style="text-align: center;">Attorney's Signature Date</p>

STEP 3	MAYOR'S OFFICE - Sign Document
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p><u>INSTRUCTIONS:</u></p> <p><u>Sign ALL documents.</u></p> <p>Authorized Signer:  _____</p> <p style="text-align: center;">Name Dept/Div</p> <p><u>Forward ALL Signed documents to the Recorder's Office</u></p>

STEP 4	RECORDER'S OFFICE - Activate
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p><u>INSTRUCTIONS:</u></p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p style="text-align: center;">    </p> <p style="text-align: center;">Name Department or Division Phone</p>



Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department: DEQ Agency Code: 480 Division: PPA, referred to as (STATE), and the following CONTRACTOR:

Salt Lake City Corporation
Name
451 South State Street, Room 145
Address
Salt Lake City Utah 84111
City State Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

Contact Person Vicki Bennett Phone #535-6540 Email Vicki.Bennett@slc.ut.us
Federal Tax ID# 87-6000279 Vendor # _____ Commodity Code # _____

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
Development and application of an EMS
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, FY5, Bid# _____ or a pre-approved sole source authorization (from the Division of Purchasing) #: SSN/A.
4. CONTRACT PERIOD: Effective date: 01/05/05 Termination date: 10/30/05 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$10,000 for costs authorized by this contract. Additional information regarding costs: 100% federal funds
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Not Applicable
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # _____ dated _____.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR**STATE**

Contractor's Signature _____

Date _____

Agency's Signature _____

Date _____

Ross C. Anderson

Type or Print Name and Title

Director, Division of Purchasing _____

Date _____

Director, Division of Finance _____

<u>Sonja F. Wallace</u>	<u>536-4477</u>	<u>536-4457</u>	<u>swallace@utah.gov</u>
Agency Contact Person	Telephone Number	Fax Number	Email

(Revision 09/30/2003)

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 1/26/2005
By [Signature]

ATTACHMENT A
Standard Terms and Conditions

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION:** The provisions of this contract shall be governed by the laws of the State of Utah.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits 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, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY (including Year 2000):**

The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the State of Utah under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract.

In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, **especially to ensure year 2000 compatibility and fitness**, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned.

In general, "year 2000 compatibility and fitness" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2000, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2000, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations.

If problems arise, the contractor will repair or replace (at no charge to the State) the product whose noncompliance is discovered and made known to the contractor in writing. If there is a Year 2000 problem, the contractor agrees to immediately assign senior engineering staff to work continuously until the product problem is corrected, time being of the essence.

Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract with respect to defects other than Year 2000 performance. revision date: June 20, 1997

Attachement B

SALT LAKE CITY CORPORATION

January 5, 2005

Sonja Wallace
Department of Environmental Quality
168 N 1950 W
Salt Lake City, UT 84116

RE: EMS in Schools Work Plan

Dear Sonja:

Here is the work plan for the EMS in Schools project.

Purpose: The purpose of this project is to assist the Salt Lake City School District to implement Environmental Management Systems (EMS), resulting in improved environmental stewardship and cost savings, at district offices and individual schools. Environmental Management Systems create process by which organizations can identify the environmental impacts that they have, and take steps to minimize or eliminate these impacts. Most often, the items identified include waste reduction, the use of less hazardous materials, and energy and water use reductions. All of these improvements translate to greater efficiencies, and usually cost savings to the organization.

The main deliverable for this project will be a document that can be used by the school district to implement EMSs at both the district level and within the schools. The document will include instructions and examples of successful EMS models implemented in schools, and will include forms, checklists and details on the steps for EMS implementation.

Timeline: The project will be completed in three phases –

Phase 1: March – May, 2005

- a. Salt Lake City to hire contractor
- a. Identify Utah K-12 EMS objectives, targets and deliverables
- b. Internet based literature and program research

Salt Lake City Corporation will hire a contractor to complete the research and written portion of this project. Meetings will then be held with the Salt Lake City School district to identify their specific needs and current environmental management status. A complete review of existing

information will be completed to establish state-of-the-art best practices for schools. EMSs that have been implemented in other schools will be reviewed for their successes.

Phase 2: May – July, 2005

- a. Prepare draft Utah K-12 EMS framework document based on Phase I results
- b. Distribute document for comments

The draft document will include detail and information based on the needs identified in Phase I. It will be distributed to the DEQ, Salt Lake City, and the Salt Lake City School District for review. Environmental review checklists that the Salt Lake City District Offices may have will be requested at this time.

Phase 3: August – October, 2005

- a. Integrate document review results into the draft Utah K-12 EMS
- b. Complete final document

Comments will be incorporated and a final EMS will be produced. This document will be made available to all Utah schools, and published on the internet by the DEQ.

Please let me know if you need any additional information.

Sincerely,



Vicki Bennett
Environmental Programs Manager
Salt Lake City Corporation



Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department: DEQ Agency Code: 480 Division: PPA, referred to as (STATE), and the following CONTRACTOR:

Salt Lake City Corporation
Name
451 South State Street, Room 145
Address
Salt Lake City Utah 84111
City State Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

Contact Person Vicki Bennett Phone #535-6540 Email Vicki.Bennett@si.slc.ut.us
Federal Tax ID# 87-6000279 Vendor # _____ Commodity Code # _____

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
Development and application of an EMS
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, FY5, Bid# _____ or a pre-approved sole source authorization (from the Division of Purchasing) #: SSN/A.
4. CONTRACT PERIOD: Effective date: 01/05/05 Termination date: 10/30/05 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$10,000 for costs authorized by this contract. Additional information regarding costs: 100% federal funds
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Not Applicable
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # _____ dated _____.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

Contractor's Signature Date

Agency's Signature Date

Ross C. Anderson
Type or Print Name and Title

Director, Division of Purchasing Date

Director, Division of Finance

<u>Sonja F. Wallace</u>	<u>536-4477</u>	<u>536-4457</u>	<u>swallace@utah.gov</u>
Agency Contact Person	Telephone Number	Fax Number	Email

(Revision 09/30/2003)

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 1/26/2005
By W. Spurdick

ATTACHMENT A
Standard Terms and Conditions

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION:** The provisions of this contract shall be governed by the laws of the State of Utah.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits 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, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY (including Year 2000):**

The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the State of Utah under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract.

In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, **especially to ensure year 2000 compatibility and fitness**, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned.

In general, "year 2000 compatibility and fitness" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2000, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2000, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations.

If problems arise, the contractor will repair or replace (at no charge to the State) the product whose noncompliance is discovered and made known to the contractor in writing. If there is a Year 2000 problem, the contractor agrees to immediately assign senior engineering staff to work continuously until the product problem is corrected, time being of the essence.

Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract with respect to defects other than Year 2000 performance.

revision date: June 20,

1997

Attachement B

SALT LAKE CITY CORPORATION

January 5, 2005

Sonja Wallace
Department of Environmental Quality
168 N 1950 W
Salt Lake City, UT 84116

RE: EMS in Schools Work Plan

Dear Sonja:

Here is the work plan for the EMS in Schools project.

Purpose: The purpose of this project is to assist the Salt Lake City School District to implement Environmental Management Systems (EMS), resulting in improved environmental stewardship and cost savings, at district offices and individual schools. Environmental Management Systems create process by which organizations can identify the environmental impacts that they have, and take steps to minimize or eliminate these impacts. Most often, the items identified include waste reduction, the use of less hazardous materials, and energy and water use reductions. All of these improvements translate to greater efficiencies, and usually cost savings to the organization.

The main deliverable for this project will be a document that can be used by the school district to implement EMSs at both the district level and within the schools. The document will include instructions and examples of successful EMS models implemented in schools, and will include forms, checklists and details on the steps for EMS implementation.

Timeline: The project will be completed in three phases –

Phase 1: March – May, 2005

- a. Salt Lake City to hire contractor
- a. Identify Utah K-12 EMS objectives, targets and deliverables
- b. Internet based literature and program research

Salt Lake City Corporation will hire a contractor to complete the research and written portion of this project. Meetings will then be held with the Salt Lake City School district to identify their specific needs and current environmental management status. A complete review of existing

information will be completed to establish state-of-the-art best practices for schools. EMSs that have been implemented in other schools will be reviewed for their successes.

Phase 2: May – July, 2005

- a. Prepare draft Utah K-12 EMS framework document based on Phase I results
- b. Distribute document for comments

The draft document will include detail and information based on the needs identified in Phase I. It will be distributed to the DEQ, Salt Lake City, and the Salt Lake City School District for review. Environmental review checklists that the Salt Lake City District Offices may have will be requested at this time.

Phase 3: August – October, 2005

- a. Integrate document review results into the draft Utah K-12 EMS
- b. Complete final document

Comments will be incorporated and a final EMS will be produced. This document will be made available to all Utah schools, and published on the internet by the DEQ.

Please let me know if you need any additional information.

Sincerely,



Vicki Bennett
Environmental Programs Manager
Salt Lake City Corporation



Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department: DEQ Agency Code: 480 Division: PPA, referred to as (STATE), and the following CONTRACTOR:

Salt Lake City Corporation
Name
451 South State Street, Room 145
Address
Salt Lake City Utah 84111
City State Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

Contact Person Vicki Bennett Phone #535-6540 Email Vicki.Bennett@si.slc.ut.us
Federal Tax ID# 87-6000279 Vendor # _____ Commodity Code # _____

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
Development and application of an EMS
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, FY5, Bid# _____ or a pre-approved sole source authorization (from the Division of Purchasing) #: SSN/A.
4. CONTRACT PERIOD: Effective date: 01/05/05 Termination date: 10/30/05 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$10,000 for costs authorized by this contract. Additional information regarding costs: 100% federal funds
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Not Applicable
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # _____ dated _____.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

Contractor's Signature _____

Date _____

Agency's Signature _____

Date _____

Ross C. Anderson

Type or Print Name and Title

Director, Division of Purchasing _____

Date _____

Director, Division of Finance _____

<u>Sonja F. Wallace</u>	<u>536-4477</u>	<u>536-4457</u>	<u>swallace@utah.gov</u>
Agency Contact Person	Telephone Number	Fax Number	Email

(Revision 09/30/2003)

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 1/26/2005
By W. Spindler

ATTACHMENT A
Standard Terms and Conditions

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION:** The provisions of this contract shall be governed by the laws of the State of Utah.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits 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, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY (including Year 2000):**

The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the State of Utah under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract.

In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, **especially to ensure year 2000 compatibility and fitness**, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned.

In general, "**year 2000 compatibility and fitness**" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2000, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2000, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations.

If problems arise, the contractor will repair or replace (at no charge to the State) the product whose noncompliance is discovered and made known to the contractor in writing. If there is a Year 2000 problem, the contractor agrees to immediately assign senior engineering staff to work continuously until the product problem is corrected, time being of the essence.

Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract with respect to defects other than Year 2000 performance.

revision date: June 20,
1997

Attachement B

SALT LAKE CITY CORPORATION

January 5, 2005

Sonja Wallace
Department of Environmental Quality
168 N 1950 W
Salt Lake City, UT 84116

RE: EMS in Schools Work Plan

Dear Sonja:

Here is the work plan for the EMS in Schools project.

Purpose: The purpose of this project is to assist the Salt Lake City School District to implement Environmental Management Systems (EMS), resulting in improved environmental stewardship and cost savings, at district offices and individual schools. Environmental Management Systems create process by which organizations can identify the environmental impacts that they have, and take steps to minimize or eliminate these impacts. Most often, the items identified include waste reduction, the use of less hazardous materials, and energy and water use reductions. All of these improvements translate to greater efficiencies, and usually cost savings to the organization.

The main deliverable for this project will be a document that can be used by the school district to implement EMSs at both the district level and within the schools. The document will include instructions and examples of successful EMS models implemented in schools, and will include forms, checklists and details on the steps for EMS implementation.

Timeline: The project will be completed in three phases –

Phase 1: March – May, 2005

- a. Salt Lake City to hire contractor
- a. Identify Utah K-12 EMS objectives, targets and deliverables
- b. Internet based literature and program research

Salt Lake City Corporation will hire a contractor to complete the research and written portion of this project. Meetings will then be held with the Salt Lake City School district to identify their specific needs and current environmental management status. A complete review of existing

information will be completed to establish state-of-the-art best practices for schools. EMSs that have been implemented in other schools will be reviewed for their successes.

Phase 2: May – July, 2005

- a. Prepare draft Utah K-12 EMS framework document based on Phase I results
- b. Distribute document for comments

The draft document will include detail and information based on the needs identified in Phase I. It will be distributed to the DEQ, Salt Lake City, and the Salt Lake City School District for review. Environmental review checklists that the Salt Lake City District Offices may have will be requested at this time.

Phase 3: August – October, 2005

- a. Integrate document review results into the draft Utah K-12 EMS
- b. Complete final document

Comments will be incorporated and a final EMS will be produced. This document will be made available to all Utah schools, and published on the internet by the DEQ.

Please let me know if you need any additional information.

Sincerely,



Vicki Bennett
Environmental Programs Manager
Salt Lake City Corporation



Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department: DEQ Agency Code: 480 Division: PPA, referred to as (STATE), and the following CONTRACTOR:

Salt Lake City Corporation

Name

451 South State Street, Room 145

Address

Salt Lake City

Utah

84111

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

Contact Person Vicki Bennett Phone #535-6540 Email Vicki.Bennett@si.slc.ut.usFederal Tax ID# 87-6000279 Vendor # _____ Commodity Code # _____

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
Development and application of an EMS
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, FY5, Bid# _____ or a pre-approved sole source authorization (from the Division of Purchasing) #: SSN/A.
4. CONTRACT PERIOD: Effective date: 01/05/05 Termination date: 10/30/05 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$10,000 for costs authorized by this contract. Additional information regarding costs: 100% federal funds
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Not Applicable
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # _____ dated _____.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

Contractor's Signature _____

Date _____

Agency's Signature _____

Date _____

Ross C. Anderson

Type or Print Name and Title _____

Director, Division of Purchasing _____

Date _____

Director, Division of Finance _____

Sonja F. Wallace

Agency Contact Person

536-4477

Telephone Number

536-4457

Fax Number

swallace@utah.gov

Email

(Revision 09/30/2003)

APPROVED AS TO FORM
Salt Lake City Attorney's OfficeDate 1/36/2005By W Speed

ATTACHMENT A
Standard Terms and Conditions

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION:** The provisions of this contract shall be governed by the laws of the State of Utah.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits 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, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY (including Year 2000):**

The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the State of Utah under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract.

In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, **especially to ensure year 2000 compatibility and fitness**, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned.

In general, "year 2000 compatibility and fitness" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2000, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2000, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations.

If problems arise, the contractor will repair or replace (at no charge to the State) the product whose noncompliance is discovered and made known to the contractor in writing. If there is a Year 2000 problem, the contractor agrees to immediately assign senior engineering staff to work continuously until the product problem is corrected, time being of the essence.

Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract with respect to defects other than Year 2000 performance.

revision date: June 20,
1997

Attachement B

SALT LAKE CITY CORPORATION

January 5, 2005

Sonja Wallace
Department of Environmental Quality
168 N 1950 W
Salt Lake City, UT 84116

RE: EMS in Schools Work Plan

Dear Sonja:

Here is the work plan for the EMS in Schools project.

Purpose: The purpose of this project is to assist the Salt Lake City School District to implement Environmental Management Systems (EMS), resulting in improved environmental stewardship and cost savings, at district offices and individual schools. Environmental Management Systems create process by which organizations can identify the environmental impacts that they have, and take steps to minimize or eliminate these impacts. Most often, the items identified include waste reduction, the use of less hazardous materials, and energy and water use reductions. All of these improvements translate to greater efficiencies, and usually cost savings to the organization.

The main deliverable for this project will be a document that can be used by the school district to implement EMSs at both the district level and within the schools. The document will include instructions and examples of successful EMS models implemented in schools, and will include forms, checklists and details on the steps for EMS implementation.

Timeline: The project will be completed in three phases –

Phase 1: March – May, 2005

- a. Salt Lake City to hire contractor
- a. Identify Utah K-12 EMS objectives, targets and deliverables
- b. Internet based literature and program research

Salt Lake City Corporation will hire a contractor to complete the research and written portion of this project. Meetings will then be held with the Salt Lake City School district to identify their specific needs and current environmental management status. A complete review of existing

information will be completed to establish state-of-the-art best practices for schools. EMSs that have been implemented in other schools will be reviewed for their successes.

Phase 2: May – July, 2005

- a. Prepare draft Utah K-12 EMS framework document based on Phase I results
- b. Distribute document for comments

The draft document will include detail and information based on the needs identified in Phase I. It will be distributed to the DEQ, Salt Lake City, and the Salt Lake City School District for review. Environmental review checklists that the Salt Lake City District Offices may have will be requested at this time.

Phase 3: August – October, 2005

- a. Integrate document review results into the draft Utah K-12 EMS
- b. Complete final document

Comments will be incorporated and a final EMS will be produced. This document will be made available to all Utah schools, and published on the internet by the DEQ.

Please let me know if you need any additional information.

Sincerely,



Vicki Bennett
Environmental Programs Manager
Salt Lake City Corporation