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September 27, 2010

Subject: Request for Proposals
RFP #ND10185
Website Content Management System

Dear Interested Provider:

Salt Lake County, on behalf of Salt Lake County Information Services (IS), is soliciting proposals from qualified firms (Proposer) for a Content Management System (CMS) for control of website content. The system will provide a content authoring and version control system for the County's external and internal websites. The system will integrate into the current web delivery, development architecture, and network architecture of the County.

Interested proposers are strongly encouraged to attend a pre-proposal conference to discuss the services that are being sought and ask questions about this RFP. The conference will be on Wednesday, October 6, 2010 at 11:00 am MDT. It will be held at the County Government Center, 2001 South State Street, North Building, 4th Floor, Room N4500, Salt Lake City, Utah. If you prefer to participate through a conference phone, please e-mail spierce@slco.org for additional information.

Eight (8) copies of your sealed proposal will be accepted until **1:00 PM on Thursday, October 28, 2010** at the Office of Contracts & Procurement, 2001 South State Street, Room N4500, Salt Lake City, Utah 84190-3100. No responses will be accepted after that date and time.

The sealed transmittal is to have **"Web CMS"** clearly marked on the outside of the package. The proposal must include a cover letter indicating the firm's willingness to enter into an agreement with Salt Lake County.

Please reserve the date of **November 22, 2010 during the afternoon and November 23, 2010 in the morning** for an interview. You will be notified if your firm is receiving an interview. Thank you.

For any questions regarding this "Request for Proposals", submit through www.BidSync.com.

Sincerely,

Sharon Pierce
Consultant Manager

REQUEST FOR PROPOSALS

Content Management System For Website Content

SALT LAKE COUNTY

**On Behalf of
Salt Lake County Information Services**

RFP ND10185

DATE OF ISSUE: September 27, 2010

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I. INTRODUCTION

Salt Lake County, on behalf of Salt Lake County Information Services (IS), is soliciting proposals from qualified firms (Proposer) for a Content Management System (CMS) for control of website content. The system will provide a content authoring and version control system for the County's external and internal websites. The system will integrate into the current web delivery, development architecture, and network architecture of the County.

The County plans to purchase the software and contract for support and services with a high quality firm to provide the primary functions of a CMS to improve the quality of the County's web presence.

Salt Lake County is a diverse community of over one million residents in a 700-square-mile area. The County government is organized under 18 separately elected officials and numerous diverse agencies. The approximately 7,000 County employees provide public safety, health services, and cultural and recreation opportunities while also managing property, growth, and development issues.

II. TERM OF AGREEMENT

It is the intent of the County to enter into an agreement to purchase the software for IS to use in hosting the system on the County's internal network and to contract with the successful proposer for service and support. In addition, professional services for data migration, implementation, design, and training may be purchased.

Delivery of all software shall be within 30 days after signing of the initial contract. The County will pay 30% of the total fee at that time. Installation is to be completed within 60 days following delivery. Implementation services must be completed within 90 days following installation. Upon completion of installation, implementation, testing, and training, the County will pay 30% of the fee. Ninety days after acceptance of the system the County will pay the remaining 40%. The above terms may be somewhat altered.

III. PRICE ESCALATION

The successful Proposer will be required to provide maintenance, renewals, bug fixes, updates, and technical support for a minimum five year period. When the Agreement is extended for additional optional periods, a price adjustment may be requested with justification. However, any request for price adjustment shall be made 90 days prior to the beginning date of the contract anniversary date. The maximum request must be less than five percent (5%).

IV. BACKGROUND

Salt Lake County continues to expand the online services available to residents through its 70-plus websites. These sites, maintained by 230 authors/developers, serve an average of 2.1 million pages each month. Growth in all of these areas—in online services and the number of residents, websites, and authors/developers—is expected to continue at a rapid pace.

Salt Lake County IS currently uses the Collage CMS, from Serena Software, to manage the design and publishing of its websites. Serena has recently elected to discontinue development and support on this product. In order to keep the County's web environment useful, effective, modern, and manageable, IS intends to purchase and implement a new web CMS.

V. PROPOSED SOLUTION

The proposed CMS must accommodate a minimum of 200 websites delivering three million page views per month. The solution must accommodate a minimum of 100 simultaneous developers using the system itself and accommodate greater than 100,000 web pages, images and other files.

The proposed CMS solution must provide a content authoring and version control system for the Salt Lake County external and internal websites. The system must integrate into the current web delivery, development architecture, and network architecture of the County.

The proposed solution must provide the ability to control the content and the look and feel, or graphical user interface (GUI), of the County's websites to maintain uniformity, enforce standards, and maintain branding across the site.

Conversely, the proposed solution must also allow web administrators to make exceptions to the standard look and feel for authors and sites that require a unique design and interface.

The proposed solution must provide an intuitive and easy-to-use content authoring environment for a large number of content authors, allowing non-technical users to create, maintain and update content on websites in a collaborative manner.

The proposed solution must provide for the deployment of production websites from the development area to public-facing and internal web servers, while maintaining control of the work in process, tracking versions of content, and providing the ability to approve or disapprove content and roll back to older versions.

The proposer ideally would demonstrate prior successful implementations of their web CMS for websites similar to that of Salt Lake County in the network and web delivery environment used by our County system.

VI. OBJECTIVES

1. Reduce site development cost and complexity.
 - a. Lower operational costs for building and maintaining the County's websites by reducing errors in content and page design.
 - b. Improve web authors' capabilities for editing website content and creating new content.
 - c. Provide authoring capability to employees without significant web technology or skills.
2. Streamline web content creation, management, and delivery.
3. Eliminate web content publishing bottlenecks.

- a. Provide flexibility and granularity in the assignment of deployment permissions.
4. Improve constituent communication through the use of new technologies like social networking, blogs, videos, and RSS feeds.
5. Manage web-based records published to or created from websites, such as published reports, statistical data, blogs, web newsletters, etc., that meet the requirement of a record under state law.

VII. APPLICABLE STANDARDS

The system must accommodate and facilitate web technologies and standards commonly used in professional websites:

- Cascading style sheet (CSS) based design and layout
- Latest HTML standards as defined by the W3C working group
- Accessibility standards as defined by the Web Accessibility Initiative and also by the W3C working group.

VIII. TRAINING

The successful Proposer must be capable of providing initial training in the use of the system to ten County administrators/designers and two County trainers who will train the content authors. The proposer shall provide a training plan to ensure that this requirement is satisfied. Training documentation and related materials will be provided to the County for reference, as well as to enable the County to conduct future staff training. Such training documentation and related materials will be photocopied or reproduced by the County for its own internal use.

IX. ON-SITE DEMONSTRATIONS

Up to three of the top ranked Proposers will be invited to demonstrate the features and functions of their system to the Selection Committee on-site at the County Government Center at 2001 South State Street, Salt Lake City, Utah. (See Tentative Schedule Section.) Alternatively, a comprehensive on-line demonstration will be acceptable. Proposers' costs for the demonstration shall be the responsibility of the Proposer. Those Proposers selected to provide a demonstration may be asked to follow a script provided by the County.

X. TRIAL VERSION (OPTIONAL)

The County may ask those Proposers that are providing a demonstration to provide a trial version of their software that potential users may test. Please indicate if this option can be provided by your firm.

XI. PROPOSAL SUBMISSION REQUIREMENTS

All proposals submitted for evaluation must include, but are not limited to, the following information. Failure to follow the prescribed format may result in rejection of the proposal. Proposals in nonstandard formats cannot be evaluated without considerable analysis.

Proposals will be evaluated and ranked by a Selection Committee. Attachment D is a sample of the score sheet each Committee member will fill out on each proposal received. A select number may, if it is in the best

interest of the County, be invited for an interview and demonstration. The County reserves the right to request a best and final offer. A recommendation will then be presented to the Mayor or designee for consideration and approval.

Section 1

15% Firm's Qualifications and Relevant Experience

Provide a brief description of your firm's background. Include detailed information on relevant experience of similar content management systems provided to government entities which shall include the following: implementation date, name of client, contact person, current phone number, brief description of installed modules, and any other pertinent information regarding experience.

Section 2

20% Responses to Narrative Description – Exhibit 1

Provide clear and complete responses to these requests for clarification or description.

Section 3

20% Responses to System Requirements – Exhibit 2

Indicate whether the system proposed 1) meets the requirement; 2) would meet the requirement with modification or customization; or 3) does not meet the requirement.

Section 4

30% Proposed Costs and Delivery – Exhibit 3

The proposed costs should be clear and conform to this RFP. The County may consider a local preference or a preference for those companies offering employees medical insurance. See Attachments A and B.

15% On-site Demonstrations

Prepare and conduct a demonstration, either on-site at the County Government Center or via the web, to show the technology and capabilities of the proposed system.

XII. SUBMISSION OF PROPOSALS

Eight (8) copies of your sealed proposal will be accepted until **1:00 pm on Thursday, October 28, 2010**, at Contracts & Procurement, 2001 South State Street, Room N4500, Salt Lake City, Utah 84190-3100. No responses will be accepted after that date and time.

The sealed transmittal is to have **Web CMS** clearly marked on the outside of the package and on the body of the proposal. All copies should be put into **one** envelope or box and sealed. Do not put each proposal copy in a separate sealed envelope.

All costs associated with the preparation of the proposal, as well as any other related materials, will be borne by the Proposer. All proposals become the property of Salt Lake County. Salt Lake County reserves the right to stop the selection process at any time if it is considered to be in the best interest of the County. Salt Lake County also reserves the right to reject any or all proposals

submitted. A binding agreement between the County and any Proposer shall be dependent upon the negotiation, drafting and execution of a formal contract.

XIII. TENTATIVE SCHEDULE FOR THE RFP PROCESS

The County reserves the right to modify this schedule at the County's discretion.

<u>Activity</u>	<u>Date</u>
Pre-proposal meeting (more info below)	October 6
Final day to submit questions	October 14
Proposal Due Date	October 28
Selection Committee Review Meeting	November 9
Demonstrations for Short List	November 22 during the pm and November 23 during the am
Anticipated Notice to Proceed	January 2, 2011

XIV. PRE-PROPOSAL MEETING AND QUESTION SUBMISSION

A pre-proposal meeting will be held on **Wednesday, October 6th** beginning at 11:00 am MST at the Salt Lake County Government Center, Room N4500, 2001 South State Street, Salt Lake City, UT 84190. Proposers may attend the meeting in person or by conference phone. Please e-mail spierce@slco.org for the toll free phone number.

Proposers are encouraged to submit their questions in writing before the meeting to spierce@slco.org. The meeting is for informational purposes only and is not binding. If a written response is needed to modify or clarify the RFP, it will be issued by addendum.

Questions can also be submitted through www.bidsync.com. Answers will be e-mailed to interested Proposers through Bid Sync. The deadline for questions submission is **October 14 at 1:00 pm**. Answers will be posted on BidSync and may be considered as an addendum to this RFP.

XV. INSURANCE REQUIREMENTS

The awarded Proposer will, at their sole cost and expense, secure and maintain during the term of the contract, including all renewal or additional terms, minimum insurance coverage as follows:

Commercial General Liability in the amount of \$1 million per occurrence/\$2 million aggregate

Workers Compensation for the Statutory Limits

XVI. WRITTEN AGREEMENT REQUIRED

The selected Proposer must be willing to enter into a written agreement with Salt Lake County. A binding agreement between the County and any Proposer will be dependent upon the negotiation, preparation, and execution of a formal contract. If your firm wishes to alter any of the conditions present in this RFP, Exhibits, Attachments, or any Addendums issued, that item must be specifically mentioned in the proposal, with a reasonable alternative presented.

XVII. CONTRACT AND PROPOSAL INFORMATION

Submitting a proposal acknowledges your firm has read, understands, and agrees to be bound and fulfill the requirements and terms and conditions of this solicitation.

- A. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the County's RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.
- B. Employee Status Verification System: The Proposer shall register and participate in the Status Verification System before entering into a contract with the County as required by Utah Code Section 63G-11-103(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. The Proposer is individually responsible for verifying the employment status of only new employees who work under the Proposer supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Section 63G-11 – 103 (3). Proposer failure to so comply may result in the immediate termination of its contract with the County.
- C. Conflict of Interest: In the event any officer, employee, agent, representative or member of the county council or member of a board, committee, or commission is involved in the preparation and submission of a proposal, or in conduct of any of the work required by this RFP, such member must disclose any interest or conflict they have in their proposal as required by the Utah Public Officer's and Employee's Ethics Act, UTAH CODE ANN. § 67-16-1, *et seq.*, the County Officers and Employees Disclosure Act, UTAH CODE ANN. § 17-16a-1, *et seq.*, and SALT LAKE COUNTY CODE OF ORDINANCES §§ 3.16.110 and 3.20.070 (2001). The disclosure document is found at www.slco.org and must be included in your proposal with a conflict disclosed.
- D. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into. Licenses must be maintained throughout the entire contract period.

Persons doing business as 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 registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: www.commerce.utah.gov.

- E. Public Domain: Proposers are advised that Utah law and County policy provide that, upon full execution of a contract subsequent to an RFP, the contents of all responsive proposals submitted to the County and Committee members' score

sheets shall be subject to public disclosure and may become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), UTAH CODE ANN. § 63G-2-101 to 901(2009), *et seq.*, and County ordinances. Pursuant to GRAMA, trade secrets and proprietary information, recognized by the County as such, may be protected from public disclosure if the Proposer submits a document with their proposal which clearly identifies a part(s) of their proposals that they claim to be proprietary information, trade secrets, individual or non-individual financial information that may be protected under GRAMA. **The document must contain a written justification for the requested claim of confidentiality or the request will not be considered in-part or whole.** Proposals in total will not be considered proprietary. All materials submitted by Proposers in response to the County's RFP will become the property of the County upon delivery and will be managed in accordance with GRAMA.

- F. Cover Letter: The proposal shall have a cover letter indicating the Proposer's willingness to enter into an agreement with the County. A person legally authorized to bind the Proposer to the proposed service must sign this letter. Proposals will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), business address of the Proposer, and telephone number. Please include one or two **e-mail addresses where you could be notified of an oral interview**. The proposal must be signed in ink by a principal of the business who is authorized to execute any subsequent contract. The name of the principal and his/her business title will be included in the signature element in either type or print. Penciled signatures or notations will not be accepted.
- G. Inquiries: All inquiries relating to the specifications or proposal procedure should be submitted through www.bidsync.com. Bid Sync will e-mail the answer to Proposers that have expressed an interest in the RFP. **Do not contact the agency, division, department, or other County officers or employees.**
- H. Costs: All costs associated with the preparation of the proposal, as well as any other related materials and delivery will be borne by the Proposer. All proposals become the property of the County. The County will not be responsible for said costs in any event, including but not limited to, termination of the project in whole or in part, rejection of a proposal as non-responsive, or rejection of a proposal as non-responsive.
- I. Changes or Modifications: Any changes or modification to the Request for Proposals will be accomplished in writing by addendum. Proposers submitting a proposal based on any information other than that contained in the County's RFP, or any addendum thereto, do so at their own risk.
- J. Receiving Proposals: Contracts and Procurement will administer receipt of all proposals and opening of the same. Proposals will be held, unopened, by Contracts and Procurement in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to the County request, Contracts and Procurement, in coordination with the agency requesting the services may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, if time

permits, Contracts and Procurement may re-solicit for the purpose of obtaining additional proposals. Proposers are advised that no services will be provided until a written contract is signed by all parties.

- K. Modifying or Withdrawing Proposals: Proposers may modify or withdraw their proposals at any time prior to the closing time. The County requests that any desire to retrieve a proposal for the purpose of withdrawing or to modify a proposal must be submitted in a written request to the Contracts and Procurement. Proposers may withdraw their proposal if the County and Proposer cannot agree on contract terms.
- L. Rejection of Proposals: The County reserves the right to reject any or all proposals and to accept any proposal, in total or in part, unless the Proposer clearly states in their proposal that acceptance must be on an “all or none” basis. County may waive any minor irregularity or technical error in the form of proposal or in compliance with the instructions to Proposer. County may stop the selection process at any time it is considered to be in the best interests of the County. Any proposal containing significant deviations from the specifications of the RFP will be rejected as non-responsive. Proposals claiming minor irregularities or technical errors must assume the burden of identifying them and justifying them to the County in order for the proposal to receive consideration.
- M. Protests: Persons who are aggrieved by the written RFP document or by the recommended to enter into a contract with a specific vendor may protest to the Purchasing Agent. A protest in regard to the RFP document shall be submitted in writing prior to the proposal closing date. All other protests shall be submitted in writing within 5 (five) working days after the aggrieved person knows, or should have known, of the recommendation.

Protest letters should specifically and completely state the facts that the protestor believes constitute error in the specifications or the intent to award and the desired remedy. Further details are set forth in SALT LAKE COUNTY CODE OF ORDINANCES § 3.20.150.
- N. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposal void, and such conduct is unlawful and subject to criminal sanction. Proposers certify that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by the Salt Lake County Purchasing Ordinances or applicable law.
- O. Insurance: If awarded the contract, Proposer will, at their sole cost and expense, secure and maintain during the term of the contract, including all renewal or additional terms, minimum insurance coverage as stated in the sample agreement (Attachment E).
- P. Reasonable Accommodations: Reasonable accommodations for qualified individuals may be provided upon receipt of a request with 5 working days notice. Please contact spierce@slco.org. TTY users should call 711.

- Q. Political Campaign Contributions: County ordinances limit campaign contributions to county candidates by individuals or businesses contracting with the County. In order to avoid criminal penalties, please check the County's website: www.slco.org for details of the County's rules concerning political campaign contributions and contracting.
- R. Infringement: A Proposer shall not infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences from violation, including costs of defending a claim and indemnification from an action of claim by a third party shall be borne by the Proposer.
- S. Environmentally Responsible Procurement Practices: In compliance with Executive Order #2006-1, the County has implemented environmentally responsible procurement practices. Please refer to Attachment C.

The remainder of this page has been left blank intentionally.
See below for Exhibits and Attachments.

Exhibit 1 – Narrative Description

The following questions must be answered clearly and completely and submitted as part of Section 2 of the proposal.

- 1) Describe the minimum requirements for the architecture running the system software. Will your proposed system integrate successfully in a Windows Server 2008 or Redhat Linux Server environment with Microsoft SQL Server 2008 and a Microsoft Active Directory network? What are the hardware requirements for your software?
- 2) Will your provided system be written in ColdFusion or, at a minimum, support the development storage, deployment, and delivery of our custom ColdFusion applications?
- 3) Describe how your system operates in a distributed network environment on the internal LAN. Describe how the system works in conjunction with a firewall and demilitarized zone (DMZ) and how the system deploys production content to the DMZ-resident public web servers through the firewall.
- 4) Describe how your system provides a separate development area from the deployed content areas and has the capability to deploy from development to the production area on different servers. What is the deployment process?
- 5) Demonstrate the author's editing interface and how it allows non-technical authors to edit their pages but yet protects the sites' standard look and brand.
- 6) Explain how your system allows non-technical authors to make use of the latest web industry standards, techniques, and tools (such as, cascading style sheets).
- 7) Demonstrate the statistics provided by the system on system use, author activity, administrative metrics, etc.
- 8) Discuss the costs of managing multiple domains and an intranet in the licensing scheme you employ. Are there "per seat" costs or "per domain" costs?
- 9) Discuss additional "modules" or "add-ons" that the County may require to meet its requirements that are at additional cost.
- 10) Describe the professional services available from your company. Do you offer assistance in migrating content from an existing CMS to your solution?
- 11) Describe your training plan per the requirements of Section IX of the RFP. What types of training are offered and how many staff may attend?
- 12) Describe your technical support model and the hours your technical support is available. Is there a company-sponsored user forum for technical support and product use?
- 13) What expertise will be needed both for the content authors and for Information Services staff to operate, maintain, and customize your system?
- 14) How long does your typical installation and implementation schedule take from contract signing to completion?
- 15) How does your CMS provide for the ability to upload large amounts of content and files from current, separate websites into the CMS? Demonstrate this feature for a significant website, including large numbers of files, images, style sheets, etc.
- 16) What other optional models or add-ons are available from your company such as Really Simple Syndication (RSS), forms, event calendar management, blogs, etc.?
- 17) Do you also have a records management solution that provides capture, management, access, and security of enterprise information such as email, digital voicemail, desktop applications, etc. and that allows for establishing records types, classifying files, and applying retention requirements?

Exhibit 2 - System Requirements

Indicate if feature is **Standard**, **Available with Modification by Offeror**, or **Not Available**

Content creation

Intuitive interface which streamlines development and maintenance with easy-to use tools, controls and capabilities

	Standard	Modification	Not Available
Separation of content and presentation			
Dynamic creation of each page by assembling each piece of data for that page, allowing content to be displayed in different ways (such as for mobile devices)			
Style-based authoring, with all formatting applied during publishing			
Multi-user authoring			
Support for many simultaneous users with features such as record-locking to prevent conflicts			
Single-sourcing			
Support for content re-use, in which a single page (or paragraph) can be used in different contexts or delivered to different sites (internet, intranet, extranet)			
Metadata creation			
Support for capturing metadata (creator, subject, keywords, indexes, taxonomies, topic maps, etc.)			
Powerful linking			
Flexible, intelligent linking across pages that is stable against restructuring			
Authoring environment			
Interface that does <i>not require</i> a third-party HTML editor			
Ability for authors to easily create and edit content without knowledge of HTML coding			
WYSIWYG (What You See Is What You Get) editor with a graphic interface, a toolbar, and other features similar to Microsoft Word			
Drag and drop interface with ability to graphically cut and paste content from place to place using a mouse			
Browser-based authoring through templates or via conversion from word processing application			
Custom templates to enable multiple types of GUIs in the same site and to allow for customization			
Allows the view and edit of both the "code view" and GUI view			
Ability to do an internal search to find content in process, or by author or other metadata			
Function for spell-checking of content			
Provides autogenerated content, such as site map, index, and table of contents, based on site structure			
Form-builder functionality for non-technical authors			
Scheduling function to enable start and end dates for articles and content that appear automatically and are removed upon schedule			
Creates printer-friendly versions of pages dynamically and automatically			
Interface and function for end user to adjust text size for an entire page or site dynamically and automatically			
Dynamically creates and inserts the date of when the page was last updated on the website			
Protects some page design elements from authors to standardize the look and feel but allows a preview of a fully assembled page			
Functionality for authors to create internal and external blogs			
Functionality for authors to create and manage event calendars			
Capability of autogenerating syndication (RSS) feeds upon demand			
Image editing			
Basic image editing, including resizing and cropping			
Photo gallery for the generation and management of different-sized images from thumbnail to large sizes			

Content management

Central repository, supported by a range of tools for manipulating and managing the content

	Standard	Modification	Not Available
Basic repository services			
Check-in and check-out of content			
Version control and roll-back			
Version comparison ("diff" tool)			
Ability to define and create archive retention categories as part of metadata of content			
Automatic archiving and purging of content according to configurable retention schedules			
Auditing of access to content by user and by resource			
Enables a central repository of digital assets such as images, movies, code libraries, etc.			
Workflow			
Configurable workflow sufficient to support content review and approval			
Ability to force authors to categorize the retention requirement of content as part of workflow approval process			
Control of basic look and elements			
Website control (branding, navigation, etc.) without requiring programming expertise			
Ability to support the functional and performance demands of diverse agencies			
Support for aggregating content from multiple departmental websites into unified site structure, with a consistent look and feel			
Control over client-side functionality			
Ability to control which client-side technologies (Java, JavaScript, Flash, etc.) are required to view the site			
Security			
Authentication of users through configurable groups (such as authors, editors and reviewers), with the ability to delegate and assign permissions			
Support for designating a website administrator, with the ability for that person to delegate permissions within their site to other users			
Permission management and support for external authentication and authorization systems (Windows Active Directory, LDAP)			
Support for LDAP authentication of extranet users (community groups and other non-County users)			
Multisite and multilanguage management			
Capabilities for multisite (internet, intranet, extranet) management			
Capabilities for multilanguage management			
Integration with external systems			
A fully documented API based on open source or industry standards			
Reporting			
Extensive and configurable variety of reports (such as error logs, deployment reports, bad link reports) for both users and administrators			
Support for customized report creation and distribution			

Publishing and presentation

Publishing engine that takes content stored in the repository and generates the final pages (dynamic or batch process)

	Standard	Modification	Not Available
Usability			
Published pages that are intuitive, user-friendly, and responsive			
Accessibility			
Conformation to international accessibility standards			
Cross browser support			
Pages that are viewable in all major web browsers			
Stylesheets			
Support for cascading stylesheets			
Page templates			
Support for page templates for controlling overall page layout, with a non-technical interface for template creation and management			
Metadata			
Pages that provide sufficient metadata to allow effective indexing and searching			
Extensibility			
Support for integration of code “snippets” (or equivalent) to provide additional publishing functionality			
An interface that supports open source tools (such as editors)			
Valid HTML			
Pages that conform to the current HTML specification for maximum compatibility across browsers and platforms			
Generates and supports friendly URLs that can be reused and linked to and that are search-engine friendly			
Formats			
Support for multiple publishing formats, including new formats that may arise over time as standards evolve			
Support for distinct stylesheets for different kinds of output (personal computer browsers, mobile devices, etc.)			
Deployment of content			
Flexible, secure, high-availability deployment of content on internal CMS server to web servers in DMZ			
Support for delegation of deployment tasks, with granular deployment permissions			
Personalization			
Support for portal website functionality, in which different information is presented based on user profiles or metadata in the source content			
Web site monitoring, analytics and reporting			
Comprehensive reports on statistics, including: most popular pages, daily usage, and search engine usage			
Configurable reports that are accessible to web authors for editing and viewing			

Miscellaneous requirements

Support for project management and business requirements

	Standard	Modification	Not Available
IT constraints			
Must run on, or interface with, the latest versions of Microsoft Windows and/or Linux server, IIS and/or Apache, and Microsoft SQL Server			
Integrates seamlessly with ColdFusion applications and supports the storage and deployment of custom applications			
Supports a separate development area for trial or nonproduction code and experimentation			
Scalability and performance			
Ability to support 100 concurrent web authors			
Support for the deployment of multiple websites on a single system			
Must handle a minimum of 3 million page views per month across 200 websites			
Must be able to manage more than 100,000 web pages, images and other files			
Support for uploading large amounts of content from current web sites into the CMS			
Training and documentation			
Professional training (on-site preferred) and user-friendly product documentation for administrators, developers, and users			
Vendor-supplied user support forums for technical support and implementation advice			
Experience			
Experience in providing a solution to an organization similar in size and structure to Salt Lake County			
Maintenance agreements			
Four-hour, 24x7 support for administrators			
Free access to product upgrades and patches during the maintenance period			
Migration support			
Support for implementation of CMS			
Support for migration from existing Collage system (on-site preferred)			
Evaluation options			
A full-featured trial version of both the authoring and administration interfaces			

Exhibit 3 – Costs and Delivery

- Quote unit prices, maintenance rates, delivery charge, installation charge, and training costs for all components of the system on the summary form provided below. ***Please itemize the cost for each component separately.*** You may attach supplemental information to this summary.
- Indicate warranty periods for all components proposed.
- Delivery will be FOB Salt Lake County Government Center within 30 days of contract signing.
- Installation of system will be accomplished within 60 days of delivery.
- Implementation services must be completed within 90 days following installation.
- Indicate any variance or departure from this schedule.
- All prices, quotes, or proposals are to remain firm for at least 120 days after the opening date for proposals.

A. **PRICING FORM** for _____ (vendor name)

Item	# Licenses to Fulfill Requirements	Unit Price	Extended Total Price	Annual Price for Ongoing Maintenance, Renewals, Bug Fixes, Updates, and Technical Support
CMS server software				
Client licenses, if required				
Additional software licenses (if any)				
Delivery				
Installation				
Training				
Travel and Per Diem				
Documentation				
TOTAL SYSTEM				

PRICING FORM (continued)

B. PROFESSIONAL SERVICES FEES

List job title, job description, and hourly rate for professional services that may be needed for custom programming or other services requested by the County. County percentage (%) discount shall remain firm during the life of the contract when applied to the then current published hourly labor rates. Rates listed herein to be effective through 2011.

Job Title	Job Description	Hourly Rate	County % Discount	County Rate
_____	_____	\$ _____	_____	\$ _____
_____	_____	\$ _____	_____	\$ _____
_____	_____	\$ _____	_____	\$ _____
_____	_____	\$ _____	_____	\$ _____

C. TRAVEL REIMBURSEMENT

Travel expenses for the system purchase, delivery, installation, and training are to be included in the Pricing Form listed above.

Travel expenses for custom programming or other professional services requested by the County will be reimbursed as follows: Air travel at best rate, coach class; reasonable hotel accommodations and per diem (meals and car rental). A daily rate for hotel and per diem may require approval by the County. Travel time is not reimbursable.

Attachment A

Preference Given for Local Business

The County Council passed a policy that County purchases shall be awarded through a local preference system.

A local preference may accrue to a vendor who submits the low, responsive price for a goods and/or services contract if other factors are met. To be considered for a preference, offerors must agree to provide a complete and signed Local Certification Form, which includes a street address within the County that is not a post office box, a copy of a current business license issued by the County or any of the cities within the boundaries of the County and proof of registration with the State of Utah of an authorized agent to accept service of process. In addition, offeror must maintain local business status and current business license as required for the period of the contract. Completion of required information under the Alternative A portion of this document shall serve as compliance of submittal of a Local Certification Form.

For the preference to apply, the preferred offeror's price cannot be higher than 104% of the lowest offeror who does not claim a preference for award of this contract if the total amount of the contract is under \$250,000. If the amount of the contract is between \$250,001 and \$1,000,000 the offeror's price cannot be higher than 101% of the low offeror who does not claim a preference for this award of contract. For contracts of \$1,000,001 and greater, the preferred offeror's bid cannot be higher than \$50,000 of the low offeror who does not claim a preference for award of this contract.

- ☐ **Alternative A** shall be to complete a signed Local Certification Form, which includes a street address within the County that is not a post office box, a copy of a current business license issued by the County or any of the cities within the boundaries of the County and proof of registration with the State of Utah of an authorized agent to accept service of process. If marking this box as requesting Alternative A, please complete the Local Certification Form on page 2 of this Attachment A and submit required documentation with bid response.
- ☐ **Alternative B** Marking this box as Alternative B the vendor is choosing not to submit under a local preference.

If no Alternative A bids are submitted or the Alternative A bid does not fall within the limits shown above, the bid will be awarded to the lowest responsive responsible bidder without preference.

Vendors may qualify for either the health care preference or the local business preference, but not both.

If required documents are not submitted with the solicitation requesting Alternative A preference, documentation must be provided within (5) five days after being notified that their bid is under consideration for award based upon this preference. If the documentation is not received within the five-day limit, the County will disqualify the preference status.

The County will have the right to monitor the contractor's compliance with requirements for local preference status. Violation of this contract condition shall be the basis for immediate termination of the contract for default by the contractor.

Local Preference Certification Form

(Offeror to provide documentation qualifying them for local preference as stated)

Company Name: _____

Street Address: _____

Signature of Authorized Agent: _____

Proof of Registration with the State of Utah: _____

Copy of Business License within Salt Lake County Attached:

☐ Yes ☐ No

Business License Number: _____

Business License Issue Date: _____

Attachment B

Preference Given for Health Benefit to Employees

The County Council passed a resolution that service contracts shall be awarded through a preference system. Service contracts may include services combined with goods.

A preference may accrue to a vendor who submits the lowest price to a solicitation for a service contract if other factors are met. To be considered for a preference, offerors must agree to provide at least catastrophic health benefits* to their employees for the period of time covered under a contract awarded from this RFP. The contract period will include all option years and extension periods.

For the preference to apply, the preferred offeror's price cannot be higher than 104% of the lowest offeror who does not claim a preference for award of this contract if the total amount of the contract is under \$250,000. If the amount of the contract is between \$250,001 and \$1,000,000 the offeror's price cannot be higher than 101% of the low offeror who does not claim a preference for this award of contract. For contracts of \$1,000,001 and greater, the preferred offeror's bid cannot be higher than \$50,000 of the low offeror who does not claim a preference for award of this contract.

Please refer to the "Evaluation Criteria" section of the RFP for weighting of the proposed fee. An offer that falls within the preference guidelines will be given a higher rating on the proposed fee criteria.

Proposers may submit offers as described below. Proposers are not required to submit both alternates and may submit under either format. Proposers may also submit under both alternatives. The formats are:

Alternate A shall be the offer to provide services under a contract while providing their employees with at least catastrophic health care benefits as defined below.

Alternate B shall be the offer to provide services under the contract but not providing their employees with health benefits as defined below.

Your proposal must state if you are requesting Alternate A preference.

If there are no Alternate A offers submitted or the Alternate A offer does not fall within the limits shown above, the preference will not be part of the evaluation process.

A signed letter from the offeror's health insurance carrier or agent must accompany the Alternate A preference request. The letter from the carrier or agent must state the policy period or dates of coverage and that the policy provides health insurance coverage for all employees at least equivalent to Catastrophic Health Benefits as defined below.

Proposals should not contain any documents that provide personally identifying information (i.e. protected health information) including but not limited to the Social Security numbers of, or any private health information about the employees covered under the health insurance program.

If not submitted with the proposal requesting Alternate A preference, evidence of catastrophic health benefits must be provided within (5) five days after being notified that the Mayor has approved award of the contract to your firm. If the proof of this insurance coverage is not received within the five-day limit, the County will disqualify the preference status. The health benefit must be in effect prior to submission of the bid package.

The County will have the right to monitor the contractor's compliance when providing the health benefit. Violation of this contract condition shall be the basis for immediate termination of the contract for default by the contractor.

* "Catastrophic Health Benefits" are defined in County policy as a policy of insurance for health care coverage of all medical-related expenses arising from catastrophic events, and which shall provide for coverage of affected employees and their families after payment by said employees of initial charges of \$3,000 for a single covered individual for medical costs arising out of any one catastrophic event, and initial charges of \$5,000 of two or more covered individuals for medical costs arising out of any one catastrophic event.

Alternate A – Pricing Schedule

(Offeror to provide services while providing employees catastrophic health benefits)

Alternate B – Pricing Schedule

(Offeror to provide services while NOT providing employee catastrophic health benefits)

Attachment C

Environmentally Responsible Procurement Practices

1. In compliance with Executive Order #2006-1, Salt Lake County has implemented environmentally responsible procurement practices. The County requires all persons, businesses, corporations and other entities doing business or entering into a contract with the County to comply with all federal, state and local environmental laws, rules and regulations. Compliance with environmental laws, rules and regulations is a relevant factor in evaluating the integrity and responsibility of a business. The County, in its sole discretion, may not solicit proposals from, award contracts to, procure, or otherwise enter into business arrangements with any person, business, corporation or other organization that is non-compliant. If a bidder, vendor or contractor is: suspended, proposed for debarment, debarred, ineligible or excluded from contracting with another government entity due to environmental non-compliance, the County in its sole discretion, may deem the bidder, vendor or contractor non-responsible and decline to award a contract.

2. Based on the foregoing, the bidder/vendor/contractor certifies, to the best of its knowledge, that neither the bidder/vendor/contractor nor any owner, officer or agent of the bidder/vendor/contractor:

- 2.1 is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from the award of a contract or purchase by any federal, state or local agency based on a finding, determination, notice of violation or order of environmental non-compliance;
- 2.2 is presently indicted or charged by a government entity in a criminal, civil or administrative proceeding with the commission of any offense, violation, or failure to comply with any federal, state, or local environmental law, rule or regulation, indicating a lack of business integrity or business honesty affecting its responsibility as a county contractor;
- 2.3 has, within the last 3 (three) years, been convicted, or had a civil judgment or administrative order rendered against it for any offense or violation, including but not limited to environmental non-compliance, indicating a lack of business integrity or business honesty affecting its responsibility as a county contractor;
- 2.4 has, within the last 3 (three) years, had a contract/purchase terminated due to an act or omission, including but not limited to environmental non-compliance, demonstrating a lack of business integrity or business honesty affecting its responsibility as a county contractor.

3. Bidder/vendor/contractor shall require any subcontractor/supplier to disclose in writing, whether at the time of the award of the subcontract, the subcontractor complies with the certification requirements in subparagraphs 2.1, 2.2, 2.3 and 2.4 above.

4. Bidder/vendor/contractor shall immediately notify the county in writing if, at any time before the award, the bidder/vendor/contractor learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.

5. If it is later determined that bidder/vendor/contractor knowingly rendered an erroneous certification under this provision, in addition to other available remedies, the county in its sole discretion, may terminate the contract/purchase for default.

Content Management System For Website Content

Firm Name: _____

Proposal Evaluation Criteria	Weight	*Rating	Pre-Interview Weighted Score	Weight	*Rating	Final Score
Firm's Qualifications and Relevant Experience	1.5	x _____	= _____	1.5	x _____	= _____
Responses to Narrative Description	2	x _____	= _____	2	x _____	= _____
Responses to System Requirements	2	x _____	= _____	2	x _____	= _____
Proposed Costs and Delivery	3	x _____	= _____	3	x _____	= _____
On Site Demonstrations	1.5	X _____	= _____	1.5	X _____	= _____
Total	10	Grand Total Pre Interview	_____	10	Grand Total Final Score	_____

Maximum score possible is 50

*Rating
5 Excellent
4 Good
3 Acceptable
1-2 Poor
0 Unacceptable

Committee Member Name

Date

Signature

This Score Sheet corresponds with Section XI of the RFP "Proposal Submission Requirements". Please refer for complete description of the criteria.

This score sheet is a confidential protected record.

Web Content Management System (CMS) Scoring Matrix

Prepared August 2010

Priority: required or optional

Rating: 5 (high) to 1 (low)

Content creation

Intuitive interface which streamlines development and maintenance with easy-to use tools, controls and capabilities

	Priority	Rating	Notes
Separation of content and presentation			
Dynamic creation of each page by assembling each piece of data for that page, allowing content to be displayed in different ways (such as for mobile devices)	required		
Style-based authoring, with all formatting applied during publishing	required		
Multi-user authoring			
Support for many simultaneous users with features such as record-locking to prevent conflicts	required		
Single-sourcing			
Support for content re-use, in which a single page (or paragraph) can be used in different contexts or delivered to different sites (internet, intranet, extranet)	required		
Metadata creation			
Support for capturing metadata (creator, subject, keywords, indexes, taxonomies, topic maps, etc.)	required		
Powerful linking			
Flexible, intelligent linking across pages that is stable against restructuring	required		
Authoring environment			
Interface that does <i>not</i> require a third-party HTML editor	required		
Ability for authors to easily create and edit content without knowledge of HTML coding	required		
WYSIWYG (What You See Is What You Get) editor with a graphic interface, a toolbar, and other features similar to Microsoft Word	required		
Drag and drop interface with ability to graphically cut and paste content from place to place using a mouse	optional		
Browser-based authoring through templates or via conversion from word processing application	required		
Custom templates to enable multiple types of GUIs in the same site and to allow for customization	required		
Allows the view and edit of both the "code view" and GUI view	required		
Ability to do an internal search to find content in process, or by author or other metadata	required		
Function for spell-checking of content	optional		
Provides autogenerated content, such as site map, index, and table of contents, based on site structure	optional		
Form-builder functionality for non-technical authors	required		
Scheduling function to enable start and end dates for articles and content that appear automatically and are removed upon schedule	optional		
Creates printer-friendly versions of pages dynamically and automatically	required		
Interface and function for end user to adjust text size for an entire page or site dynamically and automatically	optional		
Dynamically creates and inserts the date of when the page was last updated on the website	optional		
Protects some page design elements from authors to standardize the look but allows a preview of a fully assembled page	required		
Functionality for authors to create internal and external blogs	optional		
Functionality for authors to create and manage event calendars	optional		
Capability of autogenerating syndication (RSS) feeds upon demand	optional		
Image editing			
Basic image editing, including resizing and cropping	optional		
Photo gallery for the generation and management of different-sized images from thumbnail to large sizes	optional		

Content management

Central repository, supported by a range of tools for manipulating and managing the content

	Priority	Rating	Notes
Basic repository services			
Check-in and check-out of content	required		
Version control and roll-back	required		
Version comparison ("diff" tool)	optional		
Ability to define and create archive retention categories as part of metadata of content	optional		
Automatic archiving and purging of content according to configurable retention schedules	optional		
Auditing of access to content by user and by resource	required		
Enables a central repository of digital assets such as images, movies, code libraries, etc.	required		
Workflow			
Configurable workflow sufficient to support content review and approval	required		
Ability to force authors to categorize the retention requirement of content as part of workflow approval process	optional		
Control of basic look and elements			
Website control (branding, navigation, etc.) without requiring programming expertise	required		
Ability to support the functional and performance demands of diverse agencies	required		
Support for aggregating content from multiple departmental websites into unified site structure, with a consistent look and feel	required		
Control over client-side functionality			
Ability to control which client-side technologies (Java, JavaScript, Flash, etc.) are required to view the site	required		
Security			
Authentication of users through configurable groups (such as authors, editors and reviewers), with the ability to delegate and assign permissions	required		
Support for designating a website administrator, with the ability for that person to delegate permissions within their site to other users	required		
Permission management and support for external authentication and authorization systems (Windows Active Directory, LDAP)	required		
Support for LDAP authentication of extranet users (community groups and other non-County users)	optional		
Multisite and multilanguage management			
Capabilities for multisite (internet, intranet, extranet) management	required		
Capabilities for multilanguage management	optional		
Integration with external systems			
A fully documented API based on open source or industry standards	required		
Reporting			
Extensive and configurable variety of reports (such as error logs, deployment reports, bad link reports) for both users and administrators	required		
Support for customized report creation and distribution	required		

Publishing and presentation

Publishing engine that takes content stored in the repository and generates the final pages (dynamic or batch process)

	Priority	Rating	Notes
Usability			
Published pages that are intuitive, user-friendly, and responsive	required		
Accessibility			
Conformation to international accessibility standards	required		
Cross browser support			
Pages that are viewable in all major web browsers	required		
Stylesheets			
Support for cascading stylesheets	required		
Page templates			
Support for page templates for controlling overall page layout, with a non-technical interface for template creation and management	required		
Metadata			
Pages that provide sufficient metadata to allow effective indexing and searching	required		
Extensibility			
Support for integration of code “snippets” (or equivalent) to provide additional publishing functionality	optional		
An interface that supports open source tools (such as editors)	optional		
Valid HTML			
Pages that conform to the current HTML specification for maximum compatibility across browsers and platforms	required		
Generates and supports friendly URLs that can be reused and linked to and that are search-engine friendly	optional		
Formats			
Support for multiple publishing formats, including new formats that may arise over time as standards evolve	required		
Support for distinct stylesheets for different kinds of output (personal computer browsers, mobile devices, etc.)	required		
Deployment of content			
Flexible, secure, high-availability deployment of content on internal CMS server to web servers in DMZ	required		
Support for delegation of deployment tasks, with granular deployment permissions	required		
Personalization			
Support for portal website functionality, in which different information is presented based on user profiles or metadata in the source content	optional		
Web site monitoring, analytics and reporting			
Comprehensive reports on statistics, including: most popular pages, daily usage, and search engine usage	optional		
Configurable reports that are accessible to web authors for editing and viewing	optional		

Miscellaneous requirements

Support for project management and business requirements

	Priority	Rating	Notes
IT constraints			
Must run on, or interface with, the latest versions of Microsoft Windows and/or Linux server, IIS and/or Apache, and Microsoft SQL Server	required		
Integrates seamlessly with ColdFusion applications and supports the storage and deployment of custom applications	required		
Supports a separate development area for trial or nonproduction code and experimentation	optional		
Scalability and performance			
Ability to support 100 concurrent web authors	required		
Support for the deployment of multiple websites on a single system	required		
Must handle a minimum of 3 million page views per month across 200 websites	required		
Must be able to manage more than 100,000 web pages, images and other files	required		
Support for uploading large amounts of content from current web sites into the CMS	required		
Training and documentation			
Professional training (on-site preferred) and user-friendly product documentation for administrators, developers, and users	required		
Vendor-supplied user support forums for technical support and implementation advice	optional		
Experience			
Experience in providing a solution to an organization similar in size and structure to Salt Lake County	required		
Maintenance agreements			
Four-hour, 24x7 support for administrators	required		
Free access to product upgrades and patches during the maintenance period	required		
Migration support			
Support for implementation of CMS	required		
Support for migration from existing Collage system (on-site preferred)	optional		
Evaluation options			
A full-featured trial version of both the authoring and administration interfaces	required		

ATTACHMENT E

County Contract No. _____

Taxpayer I.D. No. _____

County Attorney No. 200 - _____

AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
[NAME OF CONTRACTING ENTITY]

This Agreement is made and entered into this _____ day of _____, 200____, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”), and _____, a _____ corporation, with its principal place of business at _____ (“Consultant”) ***[In some instances “Contractor” may be more applicable].*** County and Consultant are sometimes referred to in this Agreement as the Parties.

RECITALS

[Recitals are optional – depending on the agreement.]

NOW, THEREFORE, in exchange for valuable consideration, including without limitation, the mutual covenants, agreements and representations contained in this Agreement, the receipt of which is acknowledged, County and Consultant, with the intent to be legally bound, covenant and agree as follows:

1. **SCOPE OF SERVICES.**

[To be based upon the Request for Proposals, the Proposal and any negotiated terms and conditions.]

2. **CONSIDERATION.**

[Some agreements are premised on the payment of fees pursuant to invoicing, some are based on percentages, some on flat fees, or other arrangements. This paragraph will, obviously, vary depending on the arrangement for consideration, as well as when and how payment will be made.]

3. EFFECTIVE DATE/TERM.

This Agreement shall be effective upon execution by both parties and shall continue for a period of _____ years from the date of execution ("Term"), with the County and Consultant reserving the right to terminate without penalty at the end of the first year. This agreement may be renewed, at the end of the Term, for _____ additional 1 (one) year period upon the same terms and conditions as set forth in this Agreement ("Additional Terms"). All consideration for any Additional Terms shall be the same as or less than, if negotiated by the Parties, the fee for the initial Term.

4. INDEPENDENT CONTRACTOR AND TAXES.

The relationship of County and Consultant under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Consultant of employer and employee, partners or joint venturers.

The parties agree that Consultant's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

5. COUNTY REPRESENTATIVE.

County hereby appoints _____ as the County Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by Consultant under this Agreement.

6. CONSULTANT REPRESENTATIVE.

Consultant shall designate an employee and make known to the County the name and title of this employee within its organization who is authorized to act as Consultant's representative in its performance of this Agreement. The Consultant Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

7. STANDARD OF PERFORMANCE/PROFESSIONALISM.

Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than Salt Lake County for its performance under this Agreement.

8. INDEMNIFICATION.

Consultant agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Consultant, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement.

9. GOVERNMENTAL IMMUNITY.

County is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act ("Act@), Utah Code Ann. §§ 63-30d-101, et. seq. (1953, as amended). The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

County represents that it is self-insured pursuant to the provisions of Section 63-30d-801 of the Utah Code.

10. NON-FUNDING CLAUSE.

County intends to request the appropriation of funds to be paid for the services provided by Consultant under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the County's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the County as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Consultant, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, County shall promptly notify Consultant of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

11.

INSURANCE.

11.1 Consultant shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

11.1.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

A. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least 3 (three) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(1) Currently rated A- or better by A.M. Best Company;

—OR—

(2) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.

C. Consultant shall furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event any work is subcontracted, Consultant shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the Consultant hereunder.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Consultant shall provide a new certificate of insurance within 30 (thirty) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.

F. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 (thirty) days prior written notice to the County in a manner approved by the County District Attorney.

G. In the event Consultant fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

REQUIRED INSURANCE POLICIES.

Consultant agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Workers’ compensation and employer’s liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Consultant shall require its subcontractor(s) similarly to

provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance on an occurrence form with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the County, Consultant, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Consultant's operations under this Agreement, whether performed by Consultant itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

C. ***[Professional liability insurance may not be required – depending on the type of services being provided.]*** Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$1,000,000 annual policy aggregate limit.

D. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

D. The Contractor shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as the Contractor agrees not to operate a vehicle in connection with services rendered under this Agreement, the County shall not require the Contractor to provide commercial automobile liability insurance.

[The foregoing sets forth the basics for the insurance that should be required. Additional insurance coverage, depending on the scope of work under the contract, may also be appropriate.]

12. AGENCY.

No agent, employee or servant of Consultant or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Consultant and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Consultant and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Consultant is an independent contractor.

13. NO OFFICER OR EMPLOYEE INTEREST.

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

14. ETHICAL STANDARDS.

Consultant represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) 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 of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

15. CAMPAIGN CONTRIBUTIONS.

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Consultant acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Consultant further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

16. PUBLIC FUNDS AND PUBLIC MONIES.

A. Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Consultant's possession.

B. Consultant's Obligation: Consultant, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to Salt Lake County. Consultant understands that it, its officers, and employees may be criminally liable under Utah Code Ann. ' 76-8-402, for misuse of public funds or monies. Consultant expressly understands that County may monitor the expenditure of public funds by Consultant. Consultant expressly understands that County may withhold funds or require repayment of funds from Consultant for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

17. AFFIDAVITS.

Upon the execution of this Agreement and if requested by the County, Consultant shall submit a sworn affidavit from each officer, employee, or agent of Consultant who has been in contact or communicated with any officer, agent or employee of County during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, have either directly or indirectly restrained free and competitive bidding by entering into any Agreement, participated in any collusion, or otherwise taken any action unauthorized by the governing body of the County, or in violation of applicable law.”

18. TERMINATION.

18.1 Termination for Default. County may terminate this Agreement for an “Event of Default” as defined, upon written notice from County to Consultant.

18.2 Termination by Consultant for Default. Consultant may terminate this Agreement for an Event of Default upon written notice from Consultant to County.

18.3 Event of Default. As used in this Agreement, the term “Event of Default” means (a) a party fails to make any payment hereunder when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

18.4 Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Consultant or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

18.5 No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

18.6 Termination for Convenience. County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion that it is in the County’s interest to do so. If County elects to exercise this right, County shall provide written notice to Consultant at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Consultant shall be paid for all services up to the date of termination. Consultant agrees that the County’s termination for convenience will not be deemed a termination for default nor will it entitle Consultant to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.

19. DEFAULT.

If either party defaults in the performance of its obligations under this Agreement resulting in an event of default defined in paragraph 18.3 above, the defaulting party shall pay all costs and expenses including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or from pursuing any remedy available.

The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

20. COMPLIANCE WITH LAWS.

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Consultant of applicable law shall constitute an event of default under this Agreement and Consultant shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation.

Consultant is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

21. NON-DISCRIMINATION.

Consultant, and all persons acting on its behalf, agree that they shall comply with all federal, state and County laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

22. LABOR REGULATIONS AND REQUIREMENTS.

Consultant agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. Consultant shall indemnify and hold County harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by Consultant, its agents or employees.

23. CONFIDENTIALITY.

Consultant shall hold all information provided to it by County for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of Consultant's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of County. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. County shall have the sole obligation or privilege of releasing such information as required by law.

24. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT.

Consultant acknowledges that County is a governmental entity subject to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, et seq. As a result, County is required to disclose certain information and materials to the public,

upon request. Consultant agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by the County.

25. INTERPRETATION.

The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement;
- B. Salt Lake County's Request for Proposals (*Exhibit 1*); and
- C. Consultant's Proposal in response to the County's Request for Proposals (*Exhibit 2*).

County and Consultant agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

26. ASSIGNMENT.

Consultant shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of County. County reserves the right to assert any claim or defense it may have against Consultant and against any assignee or successor-in-interest of Consultant.

27. SUBCONTRACTING.

Consultant agrees that it shall not subcontract to provide any of the services under this agreement or execute performance of its obligations under this agreement without prior express and written consent of Salt Lake County.

28. NOTICES.

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Don Gray, Contracts Manager
Salt Lake County
2001 South State, #N4500
Salt Lake City, Utah 84190-3100

CONSULTANT: *[Name and Address]*

29. TIME.

The Parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement and shall be just cause for immediate termination by County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

30. ENTIRE AGREEMENT.

County and Consultant acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Consultant, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

31. GOVERNING LAW.

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the Ordinances of Salt Lake County, both as to interpretation and performance.

All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

32. COUNTERPARTS.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year recited above.

SALT LAKE COUNTY

By: _____
MAYOR PETER CORROON
OR DESIGNEE

STATE OF UTAH)
 :SS
County of Salt Lake)

On the _____ day of _____, 200__, personally appeared before me _____, who being by me duly sworn did say, that s/he is the _____ of Salt Lake County, Office of Mayor, and that said instrument was signed in behalf of Salt Lake County, by authority of law.

(SEAL)

NOTARY PUBLIC
Residing in Salt Lake County, Utah

[NAME OF CONTRACTING ENTITY]

By: _____
Title: _____

STATE OF UTAH)
 :SS
County of Salt Lake)

On the _____ day of _____, 200__, personally appeared before me _____, who being by me duly sworn did say, that s/he is the _____ of **[Name of Contracting Entity]**, and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said person acknowledged to me that said corporation executed the same.

(SEAL)

NOTARY PUBLIC
Residing in Salt Lake County, Utah