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June 23, 2009

Subject: Request for Proposals
RFP #DA09989
Electronic Document Management System

Dear Interested Consultant / Provider:

Salt Lake County is soliciting competitive proposals from qualified firms to provide a comprehensive electronic document management software and hardware system and support for a County-wide electronic document management system to be used by any County agency.

Interested vendors are invited to attend a pre-proposal meeting to discuss the services that are being sought and to ask questions about this RFP. It will be held on **Tuesday, July 7 at 11:00 am**. It will be in the Contracts and Procurement conference room, 2001 South State Street, North Building, 4th Floor, Room N4500. If you would like to participate by conference phone, e-mail spierce@slco.org for the toll free phone number and meeting room number.

Nine (9) copies of your sealed proposal will be accepted until **1:00 PM on Tuesday, July 21, 2009** 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 "**Electronic Document**" 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 **August 13, 2009** 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 SALT LAKE COUNTY

ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

RFP # DA09989

Date of Issue: June 23, 2009

TABLE OF CONTENTS

	<u>TITLE</u>	<u>PAGE NO.</u>
I.	Introduction	3
II.	Term of Agreement	3
III.	Background	3
IV.	Scope of Work	4
V.	System Requirements	7
VI.	Costs / Fees	8
VII.	Proposal Submission Criteria and Evaluation	8
VIII	Submission of Proposals	10
IX.	Projected Schedule for the RFP Process	10
X.	Pre-proposal Meeting and Question Submission	10
XI	Written Agreement Required	11
XII	Contract & Proposal Information	11

EXHIBIT A – District Attorney’s Requirements

EXHIBIT B – Functional Requirements

ATTACHMENT A –Preference for Local Business

ATTACHMENT B - Preference for Employee Health Care

ATTACHMENT C - Environmental Procurement

ATTACHMENT D - Sample Score Sheet

ATTACHMENT E - Sample Services Agreement

I. INTRODUCTION

Salt Lake County (County) is soliciting competitive proposals from qualified firms to provide a comprehensive electronic document management software and hardware system and support for a County-wide electronic document management system to be used by any County agency. Salt Lake County's objective is to transition from paper files and storage to an electronic environment becoming more green, more efficient in our paper processes, and reducing costs. This transition to electronic storage and media includes a robust application for scanning and storing documents and photos, integration with agencies operational system, and electronically managing retention for files/documents. This RFP will establish a platform for County agencies to capture paper files/documents into electronic media and manage the access, workflow, and retention preprocesses that are coordinated across County agencies.

This RFP will result in a contract that will provide all County agencies access to the selected vendor's services and costs

II. TERM OF AGREEMENT

This contract will be awarded as a County-wide agreement with a five year term. Currently, there are funds available for a project with the Office of the District Attorney. As funding becomes available for projects with other County offices, the scope and price will be negotiated and the agreement will be amended. At the end of the five year term, no additional projects will be started. Upgrades and technical support will continue to be provided for the systems in place.

The terms of agreement provides the County the opportunity to establish additional agency and/or departmental repositories within this foundation with access to workflow and repository management without additional cost. Access licensing for the additional agencies and/or departments will be provided at a discounted.

The successful vendor will also be required to provide upgrades and technical support for a minimum of five years after execution of the contract, or vendors may propose their preferred upgrade/support timeline.

III. BACKGROUND

The County is committed to efficiencies and effectiveness using technology to significantly reduce paper and expediting manual paper processes. This effort also support the County's direction on environmental awareness.

The County has five electronic document management environments. One of these environments (the Records Office) is a premier government electronic document environment.

The Office of the District Attorney provided a business case for electronic document management system. The DA's business case pointed out inefficiencies and the limitation of physical file,

creating, managing, and maintaining physical files, and cost of misplaced files. These inefficiencies can be addressed with a County-wide solution.

IV. SCOPE OF WORK

A successful implementation is one where the vendor's system is implemented (1) in production on schedule, (2) within the contracted budget and (3) supports the client's day-to-day business functions.

The work to be performed under this contract must meet the requirements of the Government Records Access Management Act.

County Organization and Staffing

The County anticipates establishing a core team of members to participate in the implementation project. Assignment of applicable and adequate personnel will be the responsibility of the Salt Lake County's Office of the District Attorney.

1. Project Manager: The County project manager will direct and manage the project on a day-to-day basis and will have overall responsibility for the project. The vendor's lead consultants and managers as well the County project staff will report to the Project Manager.
2. Project Team Staffing: The County will form a project team, and will be organized around the major system modules.
3. Project Team Training: All project team staff, both functional and technical, will receive adequate and appropriate training to support this project. The vendor is expected to mentor County staff throughout the duration of this project. The vendor is expected to review with the County's Project Manager, the proposed training schedule developed during the pre-implementation phase.

Vendor Project Team

The County desires a provider that can supply key implementation staffing with the following qualifications:

1. Has a strong legal knowledge base (especially, district attorney) and can bring valuable, practical experience, both functional as well as technical to the implementation effort.
2. Clearly understands the needs of the Office of the District Attorney.
3. Provide experiences and innovative solutions in applying the functional capabilities of the EDMS to the needs and requirement of Office of the DA.
4. Is highly qualified and experienced in the technologies and tools underlying this solution.
5. Has substantial knowledge and expertise in the technical architecture and design of the system solution.
6. Provide a continuity of project management and consultants throughout the duration of the project.

7. Provide comprehensive and complete technical and functional/business training programs, with special emphasis on end user training and documentation.
8. Appreciates the County's and Salt Lake County DA needs to exercise strict financial controls on this project, with specific emphasis on controlling project scope and implementation timeline.

Project Planning and Organization

The vendor is responsible for providing management of their own resources in order to meet the project goals and time schedule. The County will be responsible for providing management of its resources and will ensure the availability of sufficient County staff and resources to meet the goals and time schedule agreed to after award of the contract.

The vendor will work closely with the County project manager to jointly develop and maintain a detailed overall project plan and timeline.

In consultation with the vendor, the County will establish the order and calendar for implementing the County software system. The vendor will be responsible for implementing the application using a phased approach in the order and time schedule agreed upon by the County.

Implementation

The vendor will develop a Project Work Plan for implementing the system. At a minimum, the following areas will be addressed and or required:

1. Provide a "best case" implementation schedule, to include start date from award of contract.
2. Document all requirements and specifications for integration and implementation.
3. Identify equipment, facility, personnel, and logistical support available to the County before, during, and after implementation.
4. Identify process of training system users.

Data Conversion

Not applicable in DA implementation, but could be applicable in other agencies' implementation.

Testing

The vendor will provide the following:

1. Guidance and assistance in developing a test plan that will ensure that all the requirements are met and fully operational at 'GO-LIVE' plateau.
2. Guidance and assistance in developing a test plan, to ensure that each module is ready for production and full operation at 'GO-LIVE' plateau.
3. Recommendations and assistance in establishing testing criteria and metrics so that the County can measure and validate compliance of the product to the requirements.

System Solution Acceptance

- A. The minimum completion criteria for the implementation of the proposed Vendor's software will be addressed in each implementation statement of work. Each project will provide planning documents that will include interfaces, conversion, testing phases, and "GO-LIVE" dates. System initial 'GO-LIVE' will be achieved on time and within the budget. The final 'GO-LIVE' and acceptance will occur within 90 days after the initial 'GO-LIVE'. This 90 day period starting after the initial 'GO-LIVE' will be designed as the "BREAK-IN" period.
- B. During the test period, the County shall determine whether the equipment and software meet the Licensor published electronic documented requirements, for the business and technical listed features, functions, data, and integration.
- C. The test period shall last a maximum of 150 days (to allow for deficiency identification resolution and acceptance to ensure all specified RFP requirements have been satisfied. Once the test period is concluded and the initial acceptance is given, the solution will be given the status of 'GO-LIVE'.
- D. The break-in test period will commence from initial Go-Live and last 90 days. This 90 day period will have the vendor system in a live operational state where the County can use the system in their normal business processes, surroundings, and determine if there are any leftover anomalies.
- E. County will provide a formal written response to the vendor for any discovered issues with the system found during either the initial test period or the final 90 day break-in period. If the County fails to give the licensor a written deficiency statement within 30 days, specifying how the equipment or software fails to meet the specification ("Deficiency statement"), the equipment and software shall be deemed accepted upon the conclusion of the 90 day break-in period.
- F. If the County provides a deficiency statement within either test or break-in periods, Licensor shall have 30 days to correct the deficiency, and the County shall have an additional 60 days from the delivery and installation of the fix to evaluate the equipment and software.
- G. If the equipment or software does not meet the specifications at the end of the second 60 day test period, the County may terminate this agreement. Upon any such termination, the County will return all equipment and software to Licensor, and Licensor shall refund all monies previously paid by County to Licensor. Neither party shall then have any further liability to the other for the products that were the subject of the acceptance test.

V. SYSTEM REQUIREMENTS (See Exhibit B for additional details.)

Query retrieve:

Capability for user specified search parameters. Including, index fields, document entry date ranges, and entered by.

Document entry:

High speed batch scanning

Ability to create document classes or folders and to define searchable parameters/fields

Support the importing of documents from diverse sources

Support the importing of documents from PIMS

Verification & committal

Critical Records Management Capabilities:

Response to this RFP must described the following critical records management capabilities:

- Some method of declaration – a mechanism to define whether an electronic document is an official record and thus requires management in accordance with the organization's records management policies and procedures.
- The ability to perform formal retention and destruction of electronic documents, based on their classification and retention status as defined in the organization's records retention schedules.
- The ability to track and control documents that are outside the system, including those that exist as paper document.
- The ability to track the location of all records, regardless of format or media, so that they may be located and destroyed according to the appropriate records retention schedule.

System administration utilities

User account and security management

Auditing & logging system activity, access & queries

Reports for usage, disk space, and number of documents by document class

System Backup and restore

Fail over capability:

Hot, cold failover to backup server or drive.

Environmental Concerns

The evaluation of the proposed hardware will include environmental scorings. Include in your proposal a description of the proposed hardware features designed to reduce power consumption, heat generation and other environmental factors including asset end-of-life options such as recycling

VI. COSTS AND FEES

The software and accompanying licenses in the quantity as per scope of work will be purchased at a fixed price. Itemization of license structure and fees is mandatory. An estimate of total products hardware, and services costs must be submitted, taking into account the number of licenses required to accommodate the users described in the Scope of Work section. The costs and fees should minimally address:

Products Licenses:	Repository Manager, Workflow engine.....
Hardware:	Application server, storage, and failover.....
Services Hourly Fees:	Consulting implementation, Consulting project management, Training, Conversion

Cost and fees for the converting the existing environment into an enterprise environment is required if applicable.

Maintenance fees and technical support for the proposed System for subsequent years should be proposed for:

- 24 hour 7 days per week coverage
- 8-5 M-F Mountain Time
- Toll Free Telephone Support

Vendor must indicate what limitations they will agree to regarding future year maintenance cost increases. (Not to exceed CPI, not to exceed ____% per year, etc.)

Upon execution of a contract the County will pay 30% of the total fee.

Upon completion of conversion, implementation, and training the County will pay 30%.

90 days after final acceptance of the system the County will pay the remaining 40 %.

VII. PROPOSAL SUBMISSION CRITERIA AND EVALUATION

All proposals submitted for evaluation must include, but are not limited to, the following information. This information must be submitted on a maximum of **30** pages and each page must be numbered. Proposals in nonstandard formats cannot be evaluated without considerable analysis; therefore, failure to follow the prescribed format may result in rejection of the entire proposal.

Proposals will be evaluated and ranked by a selection committee. Attachment D is a sample of the score sheet each Committee member will completed on every proposal received. A select number of vendors 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 for consideration and approval.

A. Compliance with Functional Requirements. 40%

The demonstrated ability of the proposed system to provide for system requirements as

outlined in the RFP. The proposal should include the following information:

1. Completion of the functional requirements survey – Exhibit A
2. Description of software and hardware architecture proposed.
3. Description for data conversion criteria, structure, and process.
4. Description of implementation services and schedule
5. Description of training services proposed
6. Description of post implementation support, including any anticipated additional staffing requirements.
7. Description of support agreement
8. Proposed timeline

B. Proposed Fee. 30%

The cost to be charged by the vendor to the County for performance of the services required under the solicitation. The breakdown of all proposed costs as requested should be clear, concise, and conform to this RFP. Please refer to Section 6.

C. Firm's Qualifications. 10%

Provide a brief description of your firm's background, its focus, the scope and nature of services routinely provided by your firm on projects of this nature and its capabilities. Identify the type of business (corporation, partnership, sole proprietor, etc) and license number to do business in the State of Utah. Also required is disclosure of any pending litigation, litigation vendor is currently a party to, or any litigation within the past two years.

D. Relevant Experience. 10%

Products and features offered must be deliverable at the time of proposal, and not bid as "upgradeable or deliverable at time of implementation".

Provide detailed relevant experience for projects of similar scope and size, which shall include the following: name of client, contact person and current phone number, brief description of service performed or project, date of services, total contract amount, and any other pertinent information regarding the experience. A minimum of three references is required. The County may contact any or all of your clients listed for a reference.

E. Project Team. 10%

Provide an organizational chart showing the level of organizational responsibility of all major participants of your firm's proposed project team. Include resumes of those principals, partners and other key project staff members who will be directly involved in the overall consulting effort. For each person listed in the chart, please provide the percentage of time the person is expected to work on the project. By listing the individuals in the proposal, the firm is making a commitment that they are the personnel who will be assigned to the project. The County must approve any changes to the personnel indicated. The County reserves the right to request a substitution of personnel.

VIII. SUBMISSION OF PROPOSALS

Nine (9) Copies of your sealed proposal will be accepted until **1:00 PM on Tuesday, July 21, 2009** at the Office of Contracts and 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 "**Electronic Document**" 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 and delivery of the proposal, as well as any other related materials, will be borne by the Offeror. All costs and expenses associated with attending an interview will also be borne by those submitting a proposal. 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. The County reserves the right to enter into more than one agreement from the proposals submitted for this RFP. Proprietary information must be marked as such. See Section XII (D).

IX. PROJECTED 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	July 7
Last day to submit questions	July 14
Proposal Due Date	July 21
Committee Meeting	July 30
Interviews/Demonstrations	August 13

X. PRE-PROPOSAL MEETING and QUESTION SUBMISSION

Interested vendors are invited to attend a pre-proposal meeting to discuss the services that are being sought and to ask questions about this RFP. It will be held on **Tuesday, July 7 at 11:00 am**. It will be in the Contracts and Procurement conference room, 2001 South State Street, North Building, 4th Floor, Room N4500. If you would like to participate by conference phone, e-mail spierce@slco.org for the toll free phone number and meeting room number.

Vendors 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.

After the pre-proposal meeting, questions should be submitted through www.rfpdepot.com. Answers will be e-mailed to interested vendors through RFP Depot. The deadline for questions submission is **July 14th at 1:00 pm**.

XI. WRITTEN AGREEMENT REQUIRED

The selected consultant must be willing to enter into a written agreement with Salt Lake County. A binding agreement between the County and any offeror 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, including attachments or any addendums issued, that item must be specifically referenced in the proposal and a reasonable alternative must be presented.

XII. CONTRACT AND PROPOSAL INFORMATION

Submitting a proposal acknowledges your Firm has read, understands, and agrees to be bound by, 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. Conflict of Interest: Any officer, employee, agent, representative or member of the council, board, committee, or commission of the County 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, Utah Code Ann. 17-16a-1, et seq., and Chapters 2.07 Salt Lake County Ethics Code 3.16.120, and 3.20.060, Salt Lake County Code of Ordinances, 2001. The disclosure document is found at www.slco.org and must be included in your proposal.
- C. 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.

- D. Public Domain: Offerors are advised that Utah law and County ordinances provide that, upon full execution of a contract subsequent to an RFP, the contents of the awarded proposal accepted by the County 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. 63-2-101 et seq. and County ordinance. Trade secrets and proprietary information, recognized by the County as such, may be protected from public disclosure if the Offeror clearly identifies in writing any part of their proposals that they claim to be proprietary information, trade secrets or other commercial information, or non-individual financial information that may be protected under GRAMA. Proposals in totality will not be considered proprietary. All

materials submitted by an Offeror in response to the County's RFPs will become the property of the County upon delivery and will be managed in accordance with GRAMA.

- E. Cover Letter: The proposal shall have a cover letter indicating the Firm's willingness to enter into an agreement with Salt Lake County. An officer of the company who has the authority to commit their Firm to the proposed project must sign this letter. Proposals will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), business address of the Offeror, and telephone number. The proposal must be signed in ink by a principal of the business who is authorized to execute the 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. Please include one or two **e-mail addresses for notification of an oral interview**.
- F. Inquiries: All inquiries relating to the specifications or proposal procedure should be directed to Sharon Pierce, in the Division of Contracts and Procurement at: spierce@slco.org or faxed to 801-468-2476. **Do not contact the agency, division, department, or other County officers or employees.**
- G. Costs: All costs associated with the preparation of the proposal, as well as any other related materials and delivery will be borne by the Offeror. All proposals become the property of Salt Lake 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 the proposals as non-responsive, or rejection of the proposal as non-responsive.
- H. Changes or Modifications: Any changes or modification to the Request for Proposals will be accomplished in writing by addendum. Offerors 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.
- I. Receiving Proposals: The Division of Contracts and Procurement will administer receipt of all proposals and opening of the same. Proposals will be held, unopened, by the Division of 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 Offeror will be made public. If only one proposal is received in response to the County's request, the Division of Contracts and Procurement, in coordination with the organization requesting the services may recommend an award of a contract to the single Offeror if the proposal is responsive. Alternatively, if time permits, the Division of Contracts and Procurement may re-solicit for the purpose of obtaining additional proposals. Offerors are advised that no contract will be formed with the County until a proposal is accepted by the proper signing authority and the contract is signed by all parties.
- J. Modifying or Withdrawing Proposals: Offerors 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 ¹²

written request to the Division of Contracts and Procurement. Offerors may withdraw their offer if the County and Offeror cannot agree on contract terms.

- K. 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 Offeror clearly states in their proposal that acceptance must be on an “all or none” basis to waive any minor irregularity or technical error in the form of proposal or in compliance with the instructions to Offerors, and to 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. Offerors 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.
- L. Protests: Persons who are aggrieved by the written specifications or recommended award may protest to the Purchasing Agent. A protest in regard to the specifications 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 recommended award. Protest letters should specifically and completely state the facts that they believe constitute error(s) in the specifications or the intent to award and the desired remedy. Further details are set forth in section 3.20.140, Salt Lake County Code of Ordinances.
- M. Free and Competitive Selection: Any agreement or collusion among prospective Offerors to fix a price or limit competition shall render the proposal void, and such conduct is unlawful and subject to criminal sanction. Offerors certify that neither Offeror nor 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.
- N. Insurance: If awarded the contract, Offerors 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).
- O. Reasonable Accommodations: Reasonable accommodations (including auxiliary communicative aids and services) for individuals with disabilities may be provided upon receipt of a request within 3 (three) working days notice. This document is available in alternate formats such as Braille, audio cassette, large print, etc. For assistance, please call 801-468-2556 or e-mail: spierce@slco.org.
- P. Political Campaign Contributions: Salt Lake County ordinances limit campaign contributions to county candidates by individuals or businesses contracting with Salt Lake 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.

- Q. Infringement: An Offeror 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 Offeror.
- R. Environmentally Responsible Procurement Practices: In compliance with Executive Order #2006-1, Salt Lake County has implemented environmentally responsible procurement practices. Please refer to Attachment C.
- S. 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.

The remainder of this page has been left blank intentionally.
See below for attachments.

Exhibit A

Salt Lake County Office of the District Attorney's Requirements

Background

Traditional prosecution, like most legal endeavors, involves vast amounts of paper and documents. The indictments, police reports, criminal histories, video, pictures, crime lab reports, and transcripts are just a few of the literally thousands of documents that can compose an average case file from the arrest through appeal exhaustion.

This RFP is Salt Lake County's District Attorney first step to engage technology as a catalyst toward eliminating bulks of paper and improving the processes of capturing, storing, and accessing documents over the life cycle of a case.

The Salt Lake County's District Attorney's operational business need for electronic document management (EDM) is based upon operational inefficiencies, storage, and system integration.

Inefficiencies: An obvious limitation with a physical file is that only one person at a time can use a file to read a police report, to make file notes, etc. Hence, continuous cost, and manual effort of copying of documents to meet the timely and intensive requirements of the prosecuting process further exacerbates these inefficiencies.

- **Significant personnel time is required to create, manage, and maintain physical files.**

Michigan's prosecutors have estimated that at least 40% of their support or attorney staff time is spent creating files, retrieving the file folder each time a document is received for a case, putting the paper in the file, and returning the file to its storage location. The file is retrieved for the attorney to prepare for or attend every event or hearing in court, or so the attorney can discuss the case with opposing counsel, the victim, or the media, office staff must retrieve a file, copy and mail discovery documents for the defense (police reports, motions, etc.). Victim-witness support employees need the file to talk to victims or witnesses. Each time the file is retrieved, it needs to be re-filed. The Salt Lake County's DA staff spends a considerable amount of time simply moving files or paper.

- **Misplaced files are problematic.**

While every file is supposed to be properly re-filed, they are often found on someone's desk, in court, in a briefcase, etc. When incoming documents are placed in the file, County attorneys appear in court without the latest documents. Files often cannot be located when needed. "Where is the file?" echoes through office halls, and any production work comes to a halt as staff wastes time looking for a file.

Storage: Understanding the true cost of managing paper in DA environment requires some scrutiny of the office environment's file cabinet storage and offsite storage.

- **Electronic documents save space and electronic storage continuously cost less.**

With electronic document management, the average image scanned at 200 to 300 dots per inch (dpi) requires about 50KB disk space. That means around a million pages can be stored on a 50GB hard drive. Hence, for less than \$75 the equivalent of 100, 4 drawer file cabinets full of paper can be stored on a single 50 GB hard drive.

- **Lektrievers save office space and reduce clutter.**



Salt Lake County's DA has addressed the offices storage space with Lektrievers. DA has 15 Lektrievers to accommodate much of their active case file storage requirements.

- **Salt Lake County's DA files, cases, and documents growth impacts Salt Lake County Record Center**

Additionally, at the end of a case life cycle, the case files are stored off site at the Record Center. Currently, 25% of the storage boxes in the Record Center belong to the DA.

System Integration: The Salt Lake County DA's office strategic case management system PIMS (Prosecution Information Management System) creates and stores case documents in addition to case tracking. PIMS documents are only accessible through PIMS. An electronic document interface will enable the documents from PIMS to be accessible and managed by an EDS giving full search capabilities, meeting need for e-discovery,

Paperless file management environments using Electronic Document Management software is no longer an "if", it is a "When?"! Private industries have already embraced electronically managed accounts and files due to the reduced cost and increased efficiency. Our taxpayers expect efficiency and reduced cost of governmental operations too.

We are searching for a vendor with the experience of managing a database similar in size and with a proven record in the market place of their operating system. It is expected that these records will be integrated and be available to Salt Lake County system users upon implementation of new system.

Business Objectives

Despite the current turbulent budget time, the Office of the District Attorney endeavors to ensure their commitment to keeping our community a safe and inviting place to live. DA's business objective includes the following:

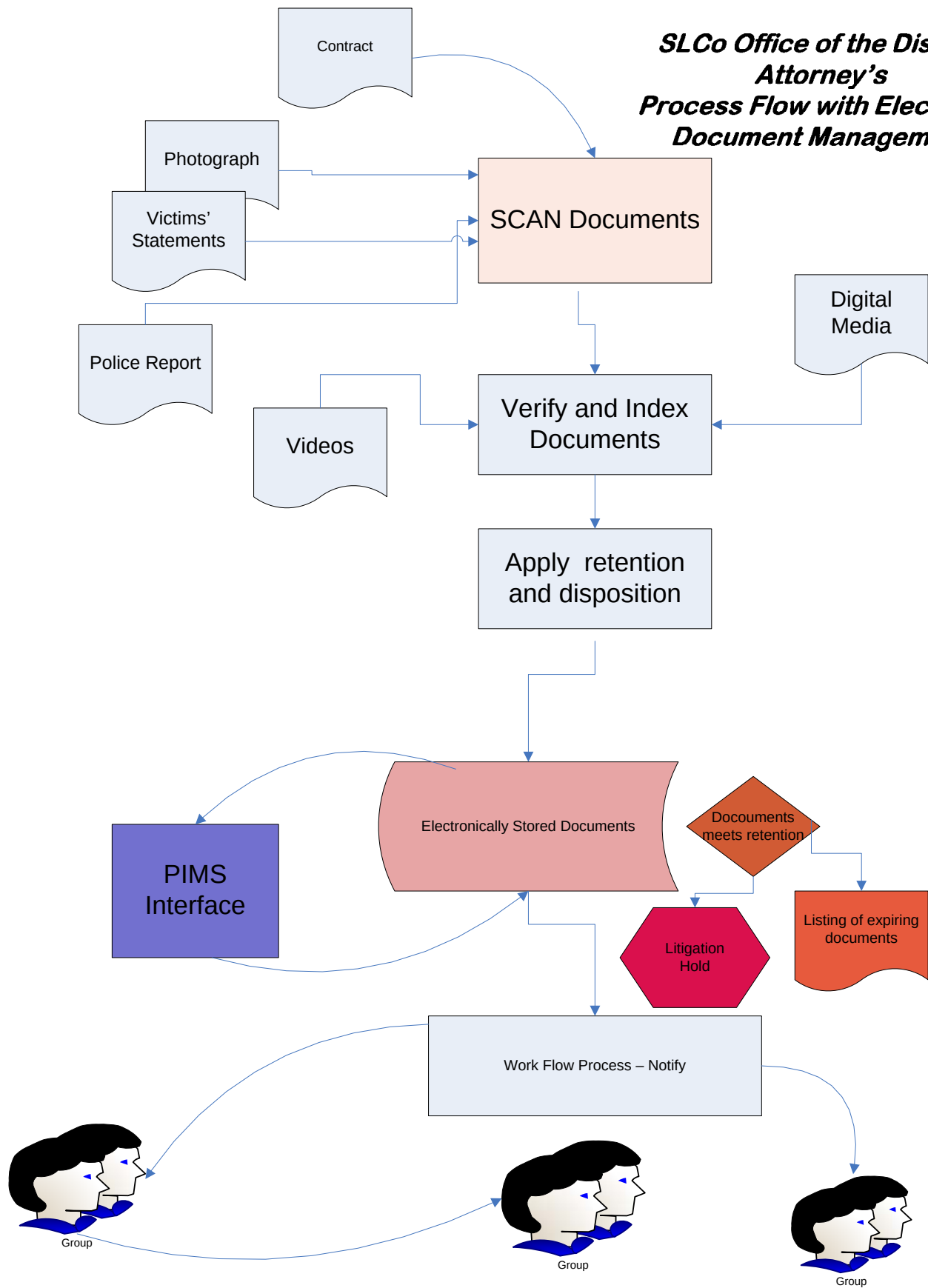
- o **Strategic** objectives are:
Lower operational costs
Improved customer service.
- o **Tactical** objectives are:
Increased access to data for stakeholders in a specific functional area
Improve coordination with partnering legal agencies to share electronic documents
- o **Operational** objectives are:
Greater attorneys' efficiencies
Decreased reliance on staff time for filing and retrieving files.

Proposed Solution / Project Plan

The interim proposed solution is to write and issue a request for proposal (RFP) that will provide the final solution, an Electronic Document Management System (EDMS). The vendors' solutions must address electronic document integration to PIMS and workflow management technology to reduce the generation and flow of paper in the DAs' operation.

The following diagram articulates a centralized location that captures DA documents. The documents are scanned, verified, and indexed prior to being electronically saved on the EDS. The electronic document can be accessed from PIMS. Documents created in PIMS are stored in the EDS. Appropriate DA functions will be notified when the document has been accepted in EDS.

***SLCo Office of the District
Attorney's
Process Flow with Electronic
Document Management***



Software Licensing

The DA's project will require the following licensing:

10 dedicated licenses

70 concurrent licenses for the 200 employees that may have access to document in the system.

The following Gantt Chart shows the preliminary schedule of the high level tasks. Detailed Gantt Chart will be developed for each high level task depicted.

Tasks	M1	M2	M3	M4	M5	M6
Planning						
Acquisitions						
Installs						
Design/Development						
Test						
Implement						

System Solution Acceptance

1. Functional integration, and stress acceptance testing at the unit, system, and enterprise level will be satisfactorily completed for each module component, including employee self service and electronic workflow.
2. Integration with the Prosecution Information Management System (PIMS). will be tested; and the individual transactions will be validated, tested and audited as meeting the requirements.
3. System interfaces are to be designed, developed, tested and implemented (internal as well as external).
4. Documentation of business processes and end-user procedures, and completion of the training plan for system users and technical staff.
5. Technical system management procedures will be documented and in place at the initial 'GO-LIVE'.
6. Documentation will be provided on the system roll-out/initial 'GO-LIVE' plan.
7. System initial 'GO-LIVE' will be achieved on time and within the budget. The final 'GO-LIVE' and acceptance will occur within 90 days after the initial 'GO-LIVE'. This 90 day period starting after the initial 'GO-LIVE' will be designed as the "BREAK-IN" period.
8. For the County's initial purchase or for any subsequent purchase of any equipment and/or software product:

- a. Licensor shall provide for an initial acceptance test and validation period that commences after the system installation, configuration, and setup.
- b. .Installation shall be defined as:
 1. The equipment(server and peripherals), if any, are configured with the required operating system and other related software;
 2. The application software and database are installed on the related server(s) and/or personal computers(s) and computer(s) and;
 3. Pre-implementation customer or technical training, if any, is completed.
- c. Configuration and setup shall be defined as:
 1. Building all the system parameters for operating, communicating, access, actions, etc.
 2. To be defined by the County project team

Project Objectives

The successful completion of the RFP process and contracting with a vendor will lead to the following:

- Documents created in PIMS will be accessible and managed by an EDS giving full search capabilities, meeting needs for e-discovery, as well as document access anytime/anywhere for Salt Lake County attorneys.
- Reduce DA paper growth and storage (Lektrievers and archive) requirements.
- Improve the efficiency of DA as they actively engage in the creation, management, and maintaining physical files. Though, it is not described in this business case, the cost of printing and copying of documents will be reduced.

Anticipated Benefits

Simultaneous file access: More than one person can simultaneously access an electronic file's notes and documents, which is impossible with physical files. The DA has offices at the Government Center, Broadway (downtown), and West Jordan. EDS will provide simultaneous access files from all locations.

Locating files: Locating files are typically a daily occurrence in the DA's offices. However, with electronic file access this problem will be totally eliminated. **No more wasted time looking for files.**

Faster, easier discovery: Prosecutors are required to disclose investigative reports and material to defense counsel, a process called discovery. The DA's Office sends out discovery as an attachment to an e-mail. It is faster for our clerical staff, and costs less than the US mail. We send it as soon as we receive either an appearance of counsel or the court notice. Consequently, many of our court-appointed defense attorneys receive our e-mailed discovery before they receive the notice of appointment from the court!

Enhanced trial preparation: Because of the power of optical character recognition (OCR), in preparation attorneys in the DA's office will have a new, more powerful way to review case documents for trial. Attorneys can use the computer to search for key words or phrases in reports or transcripts. The computer quickly produces summary "hit list" of each location in a document or transcript where the defendant had made such a reference. A manual search would have taken hours or days!

Reduced clutter: The most obvious benefit is the elimination of file folders and the file cabinets that clutter the offices. Electronic document will help free up space used for file cabinet and boxes. DA's office in the West Jordan City hall is very compressed, reducing file cabinet storage will provide decompression and a better work environment.

Business Continuity Planning: The contents of physical files are difficult or impossible to replace. Our case management records and imaging system can be backed-up to off-site locations each night, which is a vast improvement in "disaster-recovery" preparation for today's paper files.

Exhibit B - FUNCTIONAL REQUIREMENTS:

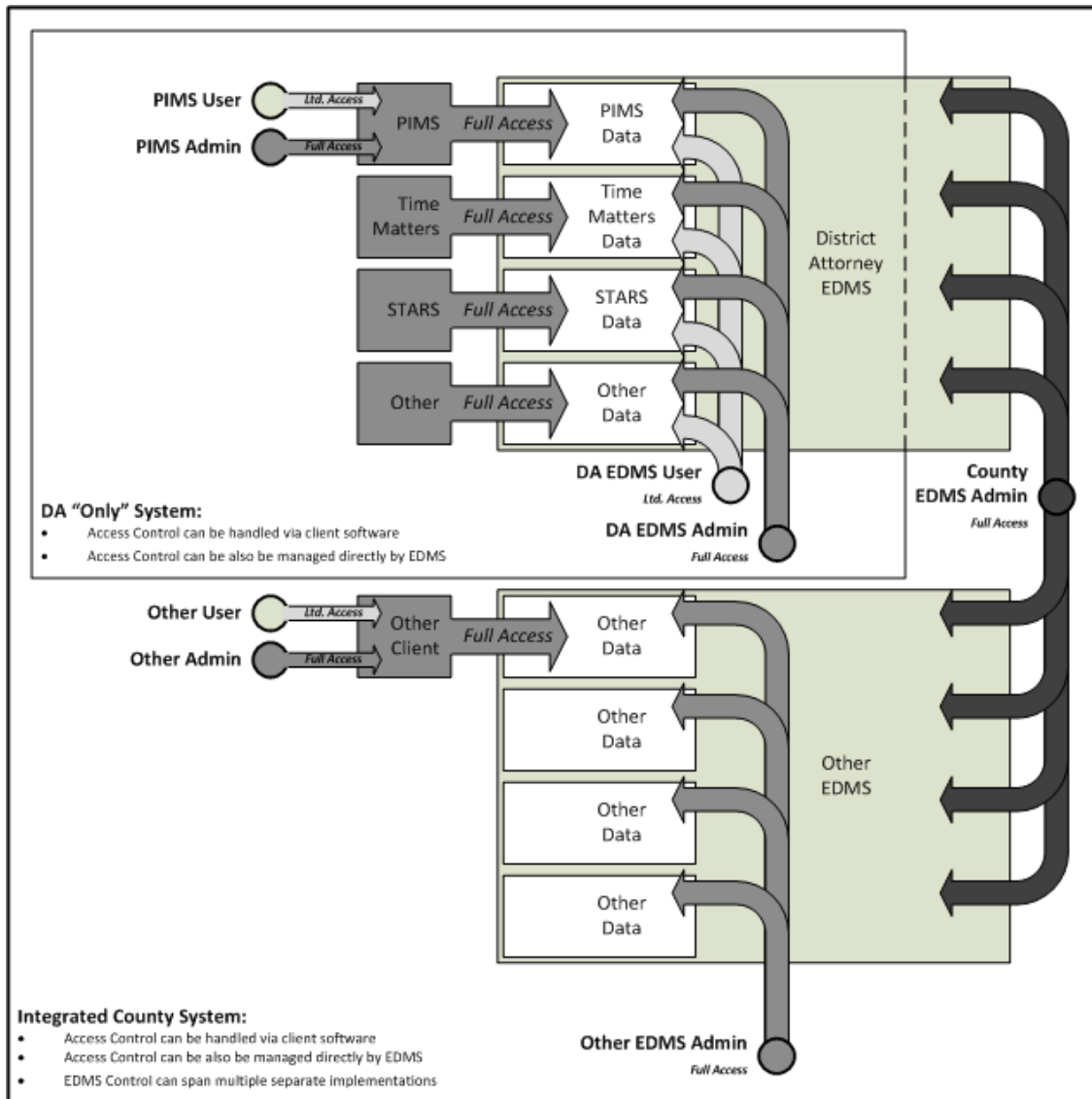
ITEM	REQUIREMENT	Supported	Non-Supported	Vendor's Comments
	SEARCH			
	Provide search capability for documents in the EDMS. All documents containing information with the entered search text in any of the document metadata fields or the searchable text for the document. (OCR text, searchable PDF, document text) shall be included in the search results.			
	The search capability shall provide the user with the option to search for an exact match or for partial test (wild card search)			
	The user shall be able to limit the search to a particular grouping of documents, including but not limited to a particular type of document or documents in a specific folder or container			
	Search queries using Boolean operators (AND, OR, and NOT supported)			
	Search queries for phrases shall be supported			
	Search results shall be shown in the order of relevance			
	Use thin web client for most end-users			
	When retrieving documents from the EDMS, provide appropriate security access to documents			
	Once search results are displayed the user shall be able to view a listing of documents in the EDMS for a selected project . The user shall have the option to retrieve a listing of all document or selected documents based upon selected fields such as "document type". This list should include information from the the document metadata that can be used to identify the document .			
	The user shall be then able to open and view the document in the EDMS by clicking on the document listed. (Access should be based upon security)			
	The user has the option of returning to the			

	listed search results to select another document.			
	The application must support the ability to search and sort on any combination of index fields			
	The application or system must be able to display multiple images from one result set.			
	Document Capture			
	Ability to scan hardcopy documents and store it in a controlled document repository in a single page Tiff Group-IV format. The scanned documents will be managed as individual items and can be related to other documents and objects stored with in the repository and managed as a collection			
	Manage the capture and storage of existing electronic documents within a central repository to include but not limited to the following: WordPerfect,Microsoft Office file formats, PDF, HTML,Tiff			
	Include flexible scanning interface capabilities including KOFAX,TWAIN, and ISIS			
	Scanning can be accommodated for all sizes of input, up to a size ?			
	Indexing of the documents can be accomplished manually or automatically from defined locations or from barcode insertions			
	Create and store both machine readable text and graphic images during the scanning process			
	User can apply and append notes and highlights to imaged documents			
	Document Workflow			
	System should provide fully functional workflow capabilities			
	Provide Graphical User interface for creation of automated work flows			
	Provide web access to the work flow			
	Report on and graphically display work flow in progress			
	Include electronic signature capability			
	System should contain an integrated, web-			

	base e0forms product for publishing forms to the intranet/internet			
	Workflow can be initiated from web based e-form or by document being added to the system			
	Workflow includes email notification of missed milestone			
	Workflow includes scheduling procedures			
	Work flow includes routing rules and deadline rules			
	Provide web access to work flow			
	Report Functionality			
	Reports based on metadata			
	Ability to generate detailed user reports and system reports			
	Capability for ad-hoc reporting base upon user defined criteria			
	Ability to produce standard reports			
	Ability to query notes and comments by keywords			
	Retention Management			
	Ability of the system to define document retention schedule			
	Ability of the system to notify system administrator when documents are approaching retention limits			
	Ability to mark documents with permanent retention			
	Retention schedules applied to stored documents must be able to be centrally administered			
	Redaction of Sensitive information capabilities			
	Bates Numbering			
	Hardware			
	Dedicated Server required			
	Which third party backend database is supported: Preference for MS/SQL or DB2 database solution; any solution will be accepted for consideration			

	Scalability: How scalable is the proposed software regarding the number of users? How many users per application server are supported by the proposed software			
	Is the Source Code for the proposed software available through an escrow agreement			
	Export metadata			
	Can applications provided by others be easily integrated with the proposed software through standard, documented API collection			
	OCR capabilities: Is Optical Character Recognition an integral part of the proposed software?			
	What is the average character recognition accuracy of the OCR in the proposed system			
	Is full test indexing facility available once the document has been processed by the OCR			
	Security			
	Is a multilevel password based security scheme provided by the proposed system?			
	Are passwords for each employee, document, and /or department possible?			
	Does the proposed system automatically keep a system access log?			
	Is document encryption provided by the proposed system's security function/			
	Does the proposed software utilize the check-in and check-out function to monitor and verify the integrity of all security settings.			
	Are digital signatures supported by the proposed software			
	Are digital certificates supported by the proposed software?			
	Access compliance (HIPPA, GRAMA, Subpoena searches)			
	Facility to store e-mails in the proposed software			
	Module implementation (each agency's implementation will be separated and different)			

	Web-base assess to the proposed system			
	Proposed system logs every activity on the system.			
	Ease of integration with PIMS, STARS, etc.			



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.

ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

Firm Name: _____

Proposal Evaluation Criteria	Weight	*Rating	Weighted Rating
Compliance with Functional requirements	4	X _____ =	_____
Proposed Fee	3	X _____ =	_____
Firm's Qualifications	1	X _____ =	_____
Relevant Experience	1	X _____ =	_____
Project team	1	X _____ =	_____
TOTAL	10	GRAND TOTAL	_____

Maximum score possible is 50

*Rating

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

Committee Member

Date

This Score Sheet corresponds with Section IX of the RFP "Evaluation Criteria". Please refer for complete description of the criteria.

This score sheet is a confidential protected record.

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