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January 12, 2010

Subject: Request for Proposals
RFP #EH10116
Integrated Justice Information System Business Intelligence
Software and Support

Dear Interested Consultant / Provider:

Salt Lake County, on behalf of the Criminal Justice Advisory Council (CJAC) is soliciting competitive proposals from qualified firms "Proposers" to provide a comprehensive business intelligence software system and support services. Salt Lake County has undertaken a project to increase the amount of automated data sharing that occurs between criminal and social justice agencies; an Integrated Justice Information System (i.e., IJIS). SLCo is implementing a technology environment that facilitates the sharing of data between justice agency systems and increases access to data stored in individual justice agency systems.

Interested Proposers 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 **January 21, 2010 at 2:30 PM**. It will be in the Contracts and Procurement conference room, 2001 South State Street, North Building, 4th Floor, Room N4006. If you would like to participate by conference phone, e-mail gmitchell@slco.org for the toll free phone number and meeting room number.

Ten (10) copies of your sealed proposal will be accepted until **1:00 PM on Monday, February 8, 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 **"Business Intelligence Software"** 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.

Interviews/demonstrations may be scheduled for the week of March 8, 2010. 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,

Glendon Mitchell
Purchasing Manager

REQUEST FOR PROPOSALS

SALT LAKE COUNTY

IJIS:

Integrated Justice Information System
Business Intelligence Software and Support

RFP #EH10116

Date of Issue: 1/12/10

Department: Salt Lake County

Council: Salt Lake County Criminal Justice Advisory
Council (CJAC)

Contents

INTRODUCTION	3
PROJECT TIMELINE	3
BACKGROUND	3
SCOPE OF WORK	3
GENERAL REQUIREMENTS	6
SYSTEM REQUIREMENTS.....	9
COSTS AND FEES.....	9
PAYMENT SCHEDULE	10
PROPOSAL SUBMISSION CRITERIA AND EVALUATION	10
SUBMISSION OF PROPOSALS	11
PROJECTED SCHEDULE FOR THE RFP PROCESS.....	12
PRE-PROPOSAL MEETING and QUESTION SUBMISSION.....	12
WRITTEN AGREEMENT REQUIRED	12
CONTRACT AND PROPOSAL INFORMATION	12
Exhibit A: FUNCTIONAL REQUIREMENTS	16
Exhibit B: DATA ANALYSIS NEEDS SUMMARY	39
Exhibit C: PRICING	41
Attachment A: Preference Given for Local Business	43
Attachment B: Preference Given for Health Benefit for Employees	45
Attachment C: Environmentally Responsible Procurement Practices	46
Attachment D: Proposal Review Score Sheet	47
Attachment E: Sample Agreement	48

1. INTRODUCTION

Salt Lake County, on behalf of the Criminal Justice Advisory Council (CJAC) is soliciting competitive proposals from qualified firms “Proposers” to provide a comprehensive business intelligence software system and support services. Salt Lake County has undertaken a project to increase the amount of automated data sharing that occurs between criminal and social justice agencies; an Integrated Justice Information System (i.e., IJIS). SLCo is implementing a technology environment that facilitates the sharing of data between justice agency systems and increases access to data stored in individual justice agency systems.

A key initiative of IJIS is to provide social and criminal justice agencies in SLCo with adequate data and analysis tools to make informed decisions regarding many of the operational, tactical, and strategic issues the County faces. IJIS will aggregate the data the various agencies need and provide them with tools needed for decision support.

2. PROJECT TIMELINE

Products and features proposed must be production ready and deliverable at the time of proposal, and not proposed as “upgradeable or deliverable at time of implementation”.

The successful Proposer will be required to fully install the system within 30 days after executing the contract and a mutually agreed upon start date. Testing will be completed within 30 days of system installation. Following testing, training will be completed within 30 days. The successful Proposer will also be required to provide upgrades and technical support for a minimum five year period. An annual renewal of maintenance and technical support is allowed with receipt of an annual quote. The maximum annual increase is limited to 3%.

3. BACKGROUND

The Salt Lake County IJIS program was established in to improve public safety through the timely and accurate sharing of criminal justice information among various justice related agencies. A comprehensive Information Strategy Plan (strategic plan) has been developed and approved. The strategic plan addresses technical and funding strategies, as well as the necessary governance structure needed to develop and implement related integration projects. IJIS projects are designed and implemented to meet the data sharing needs of 12 stakeholder organizations related to adult and juvenile criminal justice activities. Selected projects are consistent with the overarching technical direction outlined in the strategic plan and must meet one or more of the following IJIS Program goals:

- Improved ability to share data among agencies
- Improved reporting capabilities
- Reduction in redundant activities

4. SCOPE OF WORK

The awarded vendor shall provide a comprehensive off-the-shelf business intelligence software system, provide installation services, make operational, provide training and provide current and future software support services.

A successful implementation is one where the Proposer’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.

If after reading this RFP, the PROPOSER feels that the County is at significant risk with its preferred implementation date, we would welcome an alternative project timeline proposal for this phased-implementation.

Any data accessed by the awarded vendor or contractors must be held strictly confidential.

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 Criminal Justice Advisory Council.

Criminal Justice Advisory Council (CJAC).

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 Proposer'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 Proposer is expected to mentor County staff throughout the duration of this project. The Proposer is expected to review with the County's Project Manager the proposed training schedule developed during the pre-implementation phase.

Proposer Project Team

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

1. Has a strong government knowledge base and can bring valuable, practical experience, both functional as well as technical to the implementation effort.
2. Can demonstrate experience in criminal and social justice, including courts, jails (may include medical), mental health and substance abuse services, prosecution and defense and how proposed software has been integral in improvements in this space.
3. Can provide innovative tools in applying the functional capabilities of the current system application and the proposed system solution.
4. Is highly qualified and experienced in the technologies and tools underlying this solution in the criminal justice domain.
5. Will provide a continuity of project management and consultation throughout the duration of the project. The proposers project manager and team members will remain in place throughout the successful implementation unless written consent or request for changes are given by Salt Lake County.
6. Can provide comprehensive and complete technical and functional/business training programs, with special emphasis on end user training, what-if scenarios and documentation.
7. Appreciates the County's need to exercise strict financial controls on this project, with specific emphasis on controlling project scope and implementation timeline.

Project Planning and Organization

The Proposer 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 contract.

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

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

Implementation. The Proposer 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 and personnel available to the County during and after implementation.
4. Identify process of training system users.

Data Conversion. None

Testing

The Proposer will provide the following:

1. Guidance and assistance in developing test plan that will assure that all the requirements are met and fully operational at go-live plateau.
2. Guidance and assistance in developing test strategies, plans, and 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

1. Project/System Completion Criteria/Deliverables the minimum completion criteria for the implementation of the proposed Proposer’s software will be as follows:
 - a. Functional integration, and stress acceptance testing at the unit, system, and enterprise level will be satisfactorily completed for each component.
 - b. Documentation of business processes and end-user procedures, and completion of the training plan for system users.
 - c. Technical system management procedures will be documented and in place at the initial go-live.
 - d. Documentation will be provided on the system roll-out/initial go-live plan, including customer-facing web pages and descriptions for each.
 - e. 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.
2. For the County’s initial purchase or for any subsequent purchase of any equipment and/or software product.
 - a. Proposer 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 put together 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 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, for communicating, for access, for actions, etc.
- d. During the implementation period, the County shall determine whether the equipment and software meet the published electronic documented requirements, for the business and technical listed features, functions, data, and integration.
- e. The test period shall last as long as it takes to validate and certify that 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.
- f. The break-in test period will commence from initial go-live and last 90 days. This 90 day period will have the Proposer system in a live operational state where the County can use the system in their natural business processes and surroundings, and determine if there are any left over anomalies.
- g. The County will provide a formal written response to the Proposer for any discovered issues with system found during either the initial test period or the final 90 day break in period. If the County fails to give the Proposer a written deficiency statement within 30 days of specifying how the equipment or software fails to meet the specification (“Deficiency Statement”) the equipment and software shall be deemed accepted upon the stated approved final go live date.
- h. If the County provides a deficiency statement within either test periods, Proposer 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.
- i. 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 Proposer, and Proposer shall refund any monies paid by County to Proposer therefore. Neither party shall then have any further liability to the other for the products that were the subject of the acceptance test.

5. GENERAL REQUIREMENTS

1. Business Intelligence Software

- a. Software is strategically and tactically aligned with IJIS business problems and requirements.
- b. Flexibility to support future needs as needs and/or requirements are subject to change.
- c. Includes functionality for analysis, dashboards, ETL, mapping, reporting and scorecards.
- d. Vendor facilitates strategic planning and execution that will build confidence in data accuracy.
- e. Vendor shares expertise and best practices in overcoming obstacles to business intelligence that can arrive from an environment affected by regulation and customs.

2. Support Requirements

- a. Integration of Product Line: The solution must provide integration of all products from a technical, support, and maintenance perspective. The vendor must provide a single point of contact for maintenance and support of all products. The vendor must provide a single point of contact for sales and account support purposes for all products.

3. Data Source Requirements

- a. Data Sources: The solution must provide the ability to retrieve data from the following data sources: IBM Informix, IBM DB2, Microsoft SQL Server, Oracle, Sybase, text files (character delimited and fixed length fields), XML files, Microsoft Excel files, and any ODBC or JDBC accessible data sources. ADABAS will also be used as a data source and retrieval of this data is highly desirable using direct or intermediate methods. The solution must provide the ability to retrieve data from both relational and OLAP data servers.
- b. Multiple Data Sources: The solution must allow data from multiple heterogeneous data sources to be joined to produce calculations, grids, and graphic elements.

4. Security Requirements

- a. Consistent Application of Security Rules: The solution must enforce user and role security rules regardless of the interface that is used. This includes dashboards, production reports, ad-hoc reports, maps, and any other interface. The solution must enforce authentication and authorization rules at all times and prevent bypassing of security via direct link/URL calls.
- b. Role Based Authorization: The solution must support the assignment of access rights to specific reports or functionality to users based upon roles/groups they have been assigned to. It must be possible to override the role based rights for individual users.
- c. LDAP Support: The solution must support integration with LDAP v3 directories to support user authentication
- d. Integration of Product Line: The solution must provide integration of all products from a technical, support, and maintenance perspective. The vendor must provide a single point of contact for maintenance and support of all products. The vendor must provide a single point of contact for sales and account support purposes for all products.
- e. GUI for Security Maintenance: The solution must provide a GUI interface for user account and role maintenance that an administrator will use to update roles and groups, create and deactivate accounts, and reset passwords.
- f. Usage Reporting: The solution must support the generation of reports of system usage. Usage reporting must include the following information:
 - 1. Users currently logged into the system.
 - 2. Reports/queries run in interactive/live mode (report name, SQL being executed, execution status, when started, when ended, total duration).
 - 3. Reports/queries run in the background/scheduled mode (report name, SQL being executed, execution status, when started, when ended, total duration).
 - 4. Last execution for each production/shared report (report name, execution status, when started, when ended, total processing duration).
 - 5. Last accessed date/time for each production/shared report, and who is running reports for HIPAA and other privacy/security requirements.

5. Web Interface

- a. Web Interface for End Users: The solution must provide all end user functionality through a zero footprint Web interface. No client installed software should be needed for end users. The solution must not require the use of any vendor specific/proprietary Web browser capabilities or software, with the exception of Adobe Flash and Adobe Acrobat Reader. The solution should not require the use of ActiveX controls.
- b. Browser Independence: The solution must provide all browser based functionality via open standard browser capabilities. All mandatory browser based functionality must be

supported using current supported versions of Microsoft Internet Explorer and Mozilla Firefox. Google Chrome and other browser support is highly desirable.

6. Metadata Management

- a. Not only should all tools leverage the same metadata, but the offering should provide a robust way to search, capture, store, reuse and publish metadata objects such as dimensions, hierarchies, measures, performance metrics and report layout objects.
- b. Centralized Metadata: The solution must allow a system developer to make changes to a reporting application in one centralized location in a manner such that the solution will propagate those changes to all dependent components. Typically this is accomplished via the use of a centralized metadata repository hosted on a database server. Changes that should be propagated automatically include, but are not limited to: updates to available data elements, filters, calculated/derived measures, and prompts; updates to user authentication and authorization rules; updates to business names for data elements; and, updates to report layout information/templates.
- c. Centralized Metadata Driven Approach: The solution must maintain a centralized metadata repository. The metadata repository should maintain information about available data sources and elements, formulas and filters for derived attributes, report templates, user authentication and authorization rules, and job execution schedules. The metadata should be utilized by the products in a manner that allows system developers and administrators to make changes in one centralized location. These changes should be automatically propagated for use by all users.
- d. Common Metadata: The solution must utilize a common logical metadata model that is leveraged by all vendor products. If products utilize separate physical implementations, they must integrate in a manner that does not require duplication of development work. For example, if an ETL product is used to identify database table structures and relationships, a developer of reporting applications should be able to leverage the models previously developed in the ETL tool.
- e. Open Metadata Repository: The solution must include full documentation of the structure of the metadata repository. The documentation must provide complete data models, table cardinalities, and table and field names and descriptions. The contents of the metadata repository must be accessible via SQL queries. The repository should be stored in a non-proprietary RDBMS.

7. Development

- a. The BI platform should provide a set of programmatic development tools — coupled with a software developer's kit for creating BI applications — that can be integrated into a business process, and/or embedded in another application. The BI platform should also enable developers to build BI applications without coding by using wizard-like components for a graphical assembly process. The development environment should also support Web services in performing common tasks such as scheduling, delivering, administering and managing.
- b. Platform and Language Support: The solution must provide a published and fully documented API for custom development. This API must be available on the platforms identified in this general requirements section. Examples of how the API works with security roles and LDAP are desirable. This API must support industry standard protocols, languages, and standards, such as: C, Java, JavaScript, XML, WSDL, SOAP, etc.
- c. Minimal Coding: The solution must utilize a GUI to complete developer, administrator, and end user tasks. The solution should not require the use of custom coding to implement product functionality. System development activities should

involve GUI based configuration of data sources, business names, report layouts, user access, security rules, and all other product functionality. The GUI should populate the centralized metadata repository with the results of the system development process.

- d. Interface for Development and Administration: It is preferable that development and system administration activities be made accessible via a browser interface conforming to technical standards communicated in these requirements. If client software is needed to complete development, map configuration, or system administration activities, it must be compatible with Windows XP or newer Microsoft desktop operating systems.

8. Workflow and Collaboration

- a. This capability enables BI users to share and discuss information via public folders and discussion threads. In addition, the BI application can assign and track events or tasks allotted to specific users, based on predefined business rules. Often, this capability is delivered by integrating with a separate portal or workflow tool.
- b. Public folders or wiki for saving sharing documents and results in a common location.
- c. Instant messaging interface for direct communication between users
- d. Easy way to share data across the organization
- e. Workflow component to allow predefinition of business rules, information sharing, approval chain management and assignment and tracking of events or tasks for specific users
- f. Integrated portal to access workflow and collaboration tools

6. SYSTEM REQUIREMENTS

1. Server Infrastructure

- a. Functional Independence by Server: The solution must allow the installation of functional components on different servers in a way that supports scalability and geographic distribution of the application.
- b. Linux Support: The solution must provide versions of server based products certified for compatibility with SUSE and/or Red Hat Enterprise Linux. Versions for other OS environments such as Windows, AIX, HP-UX, and Solaris, are highly desirable.
- c. Geographic Distribution of Servers: The solution must allow geographic distribution of servers to minimize WAN traffic, but also support propagation of application updates from a centralized location by a system administrator.

2. Estimated Number and Type of Users

- a. Consumers 48: (Read only access)
- b. Power Users 25: (Read/Write access, /report/analysis/dashboard creation)
- c. Administrators 2: (Manage access + Power User)
- d. Developers 5: (Power User + access to API/coding environment)

7. COSTS AND FEES

The software and accompanying licenses in quantity as per scope of work will be purchased at a fixed price. Total product and services costs must be submitted, taking into account the number and type of licenses required to accommodate the users described in the Scope of Work section. Please itemize license structure and proposed fees. Also provide enterprise license costs if available.

- 1. Pricing for implementation, training and any other professional services must include travel and per diem charges.
- 2. All respondents must submit pricing per Exhibit C

3. Hourly rates for professional services are requested in the unanticipated event that additional services are requested by the county after implementation.. (see professional services in Exhibit C)
4. Maintenance fees and technical support for the proposed System for subsequent years should be proposed for:
 - a. 24 hour 7 days per week coverage
 - b. 8-5 M-F Mountain Time
 - c. Toll Free Telephone Support
5. For any item in the requirements list under add-on or customization, you must submit what the fee would be in addition to the fixed price.
6. Maintenance charges or hourly rate fees may not exceed 3% increase from the prior contract period. Price escalation requests must be submitted at least 60 days prior to contract renewal with detailed information regarding factors impacting the proposed rate increases.

8. PAYMENT SCHEDULE

1. Licenses will be paid for upon installation and available for use.
2. Upon completion of the contracted implementation, support and training the County will pay 90% of this balance above licenses. This balance is called Above License Costs.
3. The 10% remaining amount of the Above Licenses Costs will be paid within 60 days after final acceptance of the system.

9. PROPOSAL SUBMISSION CRITERIA AND EVALUATION

All proposals submitted for evaluation must include, but are not limited to, the following information. This information should be submitted in 100 single sided pages or less. Each page must be numbered. Failure to follow the prescribed format may result in rejection of the proposal.

Proposals will be evaluated and ranked by a selection committee. Attachment D is a sample of the score sheet each Committee member will complete on all proposals received. Up to the three then highest scored proposals may, if it is in the best interest of the County, be invited for an interview and demonstration. Salt Lake County reserves the right to modify scores following the interviews/demonstrations. 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.

1. **Compliance with Functional Requirements. 30%**

The demonstrated ability of the proposed system to provide for system requirements as outlined in the RFP. The proposal should include the following information:

- a. Completion of the functional requirements survey – Exhibit A
- b. Description of software and hardware architecture proposed
- c. Description for aggregating data from disparate data sources
- d. Description of implementation services and schedule
- e. Description of training services proposed and schedule
- f. Description of post implementation support, including any anticipated additional staffing requirements
- g. Description of support agreement
- h. Description of ease of use
 1. User access
 2. Security administration

3. Report / Dashboard building

2. **Proposed Fee. 35%**

The cost to be charged by Proposer 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 Exhibit B of this RFP. The County may consider a local preference or a preference for offering employee's medical insurance. See Attachments A and B.

3. **Proposer's Qualifications. 10%**

Provide a brief description of your background, 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. Disclosure is required of any pending litigation, litigation proposer is a party to, or any litigation within the past two years.

4. **Relevant Experience. 15%**

You must provide a reference for three current clients who utilizes the products or features you are proposing. The County may request to view the product in use by said clients. Provide detailed relevant experience for projects of scope and similar 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. The County may contact any or all of your clients listed for a reference.

5. **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 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 Proposer 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.

10. **SUBMISSION OF PROPOSALS**

Ten (10) copies of your sealed proposal will be accepted until **1:00 PM on 2/8/10** at the Office of Contracts and Procurement, 2001 South State Street, Room N4500, Salt Lake City, Utah 84190-3100. No responses will be considered after that date and time.

The sealed transmittal is to have RFP #EH10116 "**Business Intelligence Software**" 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 Proposer. All costs and expenses associated with attending an interview or demonstration 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 per Section XII.D.

11. 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>
Questions Due	1/19/10 1:00 PM MST
Pre-Proposal Meeting	1/21/10 2:30 PM MST
Last day to submit questions	1/22/10 5:00 PM
Proposal Due Date	2/8/10 1:00 PM
Committee Meeting to Score Proposals	2/18/10 1:30 PM
Interviews/Demonstrations	Week of March 8, 2010
Anticipated Notice to Proceed	Week of April 19, 2010

12. PRE-PROPOSAL MEETING and QUESTION SUBMISSION

Interested Proposers 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 1/21, 2010 at 2:30 PM. It will be in the Contracts and Procurement conference room, 2001 South State Street, North Building, 4th Floor, Room N4006. If you would like to participate by conference phone, e-mail gmitchell@slco.org for the toll free phone number and meeting room number.

Proposers are encouraged to submit their questions in writing before the meeting via BidSync or to gmitchell@slco.org. The deadline for questions submission is 1/22/10, at 5:00 pm.

The meeting is for informational purposes only and is not binding and attendance is not mandatory. If a written response is needed to modify or clarify the RFP, it will be issued by addendum or answers to questions may be posted on www.bidsync.com.

13. 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.

14. 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.

1. 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.

2. 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 Act, Utah Code Ann. § 17-16a-1, et seq., and Salt Lake County Code of Ordinances §§ 3.16.120 and 3.20.060 (2001). The disclosure document is found at www.slco.org and must be included in your proposal.
3. 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.
4. 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.
5. Public Domain: Proposers 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. § 63G-2-101, et seq., and County ordinances. Trade secrets and proprietary information, recognized by the County as such, may be protected from public disclosure if the Proposer 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 total will not be considered proprietary. All materials submitted by an Proposer in response to the County's RFPs will become the property of the County upon delivery and will be managed in accordance with GRAMA.
6. Cover Letter: The proposal shall have a cover letter indicating the Proposer'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 and telephone number. Please include one or two e-mail addresses for notification of an interview. 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.
7. 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.
8. 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 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-responsible.
9. 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.
10. 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 Proposer 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 Proposer 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. Proposers 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.

11. **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 Division of Contracts and Procurement. Proposer may withdraw their offer if the County and Proposer cannot agree on contract terms.
12. **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 to waive any minor irregularity or technical error in the form of proposal or in compliance with the instructions to Proposer, 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. Proposers 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.
13. **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.
14. **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 Salt Lake County Code of Ordinances § 3.20.140.
15. **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.
16. **Insurance:** If awarded the contract, Proposers 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).
17. **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.
18. **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.

19. 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.
20. 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.
21. 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.

See below for Exhibits and Attachments.

Exhibit A – Functional Requirements

This Exhibit must be completed and submitted with your proposal. Provide a comprehensive and written description of the proposed system’s approach to satisfying the requirements. Indicate and explain the degree to which the application meets requirements and the effort required to ensure full requirements satisfaction. The Proposer is to assign a score to each requirement using the following scale:

- 4 = Met by demonstrable feature
- 3 = Met with configuration
- 2 = Met in future release (please note release date)
- 1 = Met through customization (describe nature of the customization)
- 0 = Not met by the proposed system

Exhibit A: FUNCTIONAL REQUIREMENTS

Item	Description	How Supported (tell how you support the described item)	Self Scoring (per matrix above)	Vendor Comment
	Analysis Requirements			
	Advanced visualization			
1	Ability to display numerous aspects of the data more through interactive visualization vs. just rows of data.			
2	Enhance the user’s opportunity to make connections, understand trends, comprehend changes over time and determine root cause.			
3	Ability to visualize workflows			
	Connecting with third party analysis tools			
4	Ability to connect, query and retrieve data from business intelligence aggregated data such as a data cube or data universe with third party analysis tools such as SAS or SPSS			
	Predictive modeling and data mining			
5	Enable organization to			

	classify categorical variables and estimate continuous variables using advanced mathematical techniques.			
6	Advanced users should be able to set up predictive models.			
	OLAP (On-Line Analytical Processing)			
7	Enable end users to analyze data with extremely fast query and calculation performance.			
8	Convert data into usable information by allowing the aggregation of data.			
9	Easily understandable GUI and tools to allow end users to take advantage of the power of OLAP.			
	Business Intelligence, Dashboard/Scorecard and Reporting Required Capabilities			
10	Ad-hoc reporting capabilities. This capability, also known as self-service reporting, enables users to ask their own questions of the data, without relying on IT to create a report. In particular, the tools must have a robust semantic layer to allow users to navigate available data sources. In addition, these tools should offer query governance and auditing capabilities to ensure that queries perform well.			
11	Browser Based Ad-hoc report Creation: The solution must provide ad-hoc browser-based reporting functionality to empower non-technical			

	users to create, modify, and publish reports and charts.			
12	GUI Based Query Creation: The solution must provide a GUI for end users that allows users to create new (and modify existing) queries through a drag and drop process. The GUI must display a list of defined objects that can be included in the query as result elements and filters. End users must not be required to enter SQL syntax to create queries. End users must not be required to specify table join fields or relationships which should be predefined by the system developer.			
13	Power User- GUI Based Query Development: The solution must provide a graphical user interface (GUI) for query development by power users. This GUI will allow a user to build a database query without requiring the power user to provide SQL, database field names, or data sources. The power user will be able create and execute queries via either a drag-and-drop, or a pick-and-click interface.			
14	Power User -GUI Capabilities—Power User Interface: The solution must provide a Graphical User Interface (GUI) for report layout/design for use by a power user. The GUI must allow a power user to specify the format of reports and report elements, including: the segmentation of reports into header,			

	body, and footer; grouping; filtering/parameterization; sorting; graphing/charting; mapping; and, the selection of data elements from supported data sources.			
15	Power User -Ability to Enter Custom SQL for Value Lists: The solution must allow report developers to modify or create SQL statements that will populate the selection boxes or text boxes associated with a specific parameter.			
16	Power User -Multi-pass Query Support: The solution must be able to retrieve multiple sets of data from one or more data sources, and allow a power user to produce calculations, grids, or graphical displays that leverage data from the different data sources. The solution will allow the power user to specify the elements from each result set that are related.			
17	Output Formats: The solution must allow output (reports, charts, graphs, and maps) to be produced in any of the following formats: PDF, Microsoft Excel, CSV, XML, HTML, Flat Text Files (.txt), and the solution's native output format.			
18	Ability to Save Prompt Values: The solution must allow report developers and end users to set "default" selections for prompt values along with reports. Developers should have the			

	option to save a copy of the report with the parameter selection values "fixed" so that the "flexible" report can be used for a more specific need.			
19	Addition of Data Elements to Reports: The solution must provide the ability to drag and drop selected columns into the report via a GUI.			
20	Banded Reports: (not a Dashboard/Scorecard requirement) The solution must allow developers and end users to specify banding options, such as groups to band together, what duplicative values should be suppressed, what group calculations (sum, max, min, avg, etc.) should be produced, when new page breaks should be forced, and what group headers should be repeated.			
21	Business Centric Organization: The solution must allow users to select from logically grouped report objects, such as attributes and facts. Note that the logical groupings shall be maintained by a system developer. The solution must facilitate the development of groupings and object naming based upon a business user's perspective of the data that isolates users from database or other technical perspectives.			
22	Cascading Prompts: The solution must support cascading prompts.			

	Parameters for reports shall be able to cascade—this will allow for a parameter used for one option to be used as a filter for other parameters for the report. For example, allow users to select a city in the district and then only officers in that city will display in the subsequent officer's selection box.			
23	Conditional Formatting: The solution must support conditional formatting of report elements based upon user specified thresholds or triggers.			
24	Cross Tabular Reports: The solution must support the display of data in a cross tabular report format. The solution must allow users to change the fields used to produce the columns and rows of the cross tabular report via GUI functionality. The solution must not require that a database query be re-executed to produce a new cross tabulation of data previously retrieved for a report. The solution must allow a user to undo changes in cross tabulation layout.			
25	Default Display Formats: The solution must provide the ability to define a default display format for report elements based upon their underlying data type, such as date, time, numeric, currency, and text.			
26	Developer Tool GUI: The solution must provide a Graphical User Interface			

	for system development activities such as: identification of data sources and connection parameters; and, population of end user/business names for database fields, calculations, filters, and other user selectable report elements.			
27	Drill Hierarchies: The solution must allow the system developer to define hierarchies (roll-ups/drill-downs). Objects that are included in defined hierarchies should provide end users with interactive drilling capabilities by default whenever they are used in report tables or graphics. The developer should have the option to override this behavior for specific reports and/or users.			
28	Drilling: The solution must provide the ability to drill up or down a defined hierarchy of data via the Web based GUI. The hierarchies will have been previously defined in the solution's metadata by the system developer.			
29	Embedded Images: The solution must provide the ability to embed static images, such as logos, from jpg, gif, bmp, and other file types into the report and control the formatting and sizing of the image on the report.			
30	Formulas Stored in Metadata: The solution must allow a system developer to store the			

	definition of derived objects within the solution's metadata. When a report that includes a derived/calculated object is run, the solution must retrieve the definition from the metadata. The solution will use the formula stored in the metadata to determine what source elements should be retrieved from the database, and how to use them to calculate the derived object. If the definition of a calculated object is updated, all reports, graphs, filters, etc. that use a calculated object will use the updated object by default.			
31	General Calculation Requirements: The solution must provide users with built-in/predefined functions, such as ranks, averages, sums, medians, rate of change (trending), and other statistical and mathematical functions.			
32	Graph Types: The solution must provide the option to display data using the following graph types: bar graphs, scatter graphs, histograms, specialized statistical graphs, pie charts, and line graphs.			
33	Graphing—Sizing and Placement: The solution must provide users with the ability to specify size and placement of the graph within a report or dashboard via GUI functionality.			
34	GUI-based Report Design			

	and Layout: The solution must provide a GUI for end users to specify report layout and formatting options. End users will be able to add, move, and delete columns, specify row sorts, specify row groupings, and change other layout options via a drag-and-drop, or a pick-and-click interface.			
35	GUI Capability - Add data filters to reports: The solution must allow the specification of data filters via a GUI.			
36	GUI Capability—Specify Sort Criteria: The solution must provide the ability to specify sort criteria via a GUI.			
37	Individual IDs: The solution must support the use of unique user IDs.			
38	Monitor and Interrupt Job Execution: The solution must provide functionality for the system administrator to monitor and stop reports or sessions causing performance degradation. When queries are stopped via the tool, all related processes must be terminated in a manner that does not continue to allocate resources to them. Termination of a job should cleanly release system resources such as system memory and temporary disk space.			
39	Pagination Control: The solution must provide the ability to specify pagination rules for printed reports. As an example, users may wish			

	to prevent groups of data from breaking across pages.			
40	Prompt Formats: The solution must allow report developers the ability to choose parameter type options through a point-and-click interface. The solution shall support the following parameter types: checkboxes, drop-down lists, free text fields, radio button groups, and list boxes.			
41	Report Distribution via Single Reference/file: The solution must provide the ability to create a single file or link that contains all report components, including report parameters for a single file, in a format that can be transmitted electronically and migrated from one server to another. This will allow one office to create a report and easily share it with other offices. This would also allow the migration of reports from development environments/servers to test or production environments.			
42	Report Grouping and Organization: The solution must provide an ability to save reports to a secure hierarchy of folders. Access to folders will be restricted based on role and permissions. Users with proper access rights shall be able to create subfolders within folders to which they have access.			
43	Reports Must Support Multiple Output Formats:			

	The solution must support displaying multiple graphs/charts and data tables on the same page of a report or dashboard. It must be possible to simultaneously represent the same data/result set using different output types. For example, the same data/result set could be represented in a line graph and a tabular table on the same page of a report. This must be supported without the need to re-execute the query for each display type. It must be also be possible to display report components (graphs, maps, tables, etc.) from separate queries on the same page of a report. For multi-page reports, it must be possible to repeat graphic displays as part of the page header in a manner that reflects the summary values of the entire data set while the individual page provides detail at a lower level. It must also be possible to repeat graphic elements as part of group headers in a manner that reflects the summary (or detail) values for a particular subset of the report's data.			
44	Scorecards: Take the metrics displayed in a dashboard a step further by applying them to a strategy map that aligns key performance indicators to a strategic objective. Scorecard metrics should be linked to related reports and information in order to			

	do further analysis.			
45	Shared and Reusable Report Components: The solution must maintain a library of report objects that can be shared among users. These objects must include report templates (with defined formatting and prompting), and defined filters allowing for collaboration among groups. Users must be able to retrieve these objects, edit them, and apply them to reports they create or edit.			
46	Sorting—Basic: The solution must allow users to sort and resort result sets in ascending or descending order through the product GUI.			
47	Sorting—Custom: The solution must allow a developer to create/identify at least one custom sort order column for each data element that can be used to override default ascending or descending sorts determined by alphabetic or numeric sorting of an element. It must be possible to use this custom sort order for use in both data tables and graphs. It must be possible to use this sort order without needing to display it on screens or printed reports.			
48	Undo Support: The solution must provide end users with an application button that will back out the last action executed by the user.			
	Business Intelligence,			

	Dashboard/Scorecard and Reporting Desired Capabilities			
49	Graph and Map Legends: The solution should support the display of numeric measures (counts, sums, averages, etc.) associated with each graph or map segment as a format option.			
50	Loop Detection and Warning: The solution should be able to detect the presence of "loops" that exist in the table relationships that a system developer has defined in the solution's metadata. The solution should be able to report the specific relationships that create the loops.			
51	General Formatting Requirements: The solution should allow users to change the format of report elements to modify fonts, colors, logos, and line placement and size.			
52	Impact Analysis: The solution should provide impact analysis reporting that identifies:			
53	Any reporting object that utilizes a given database table and/or field; and,			
54	Any report that utilizes a given report object.			
55	Invoke Report from Another Web Application: The solution should be able to support embedded reporting needs. Specifically, it should be possible to invoke API calls to the solution toolset from within another Web application. From these			

	API calls it should be possible to:			
56	Start reporting tool;			
57	Validate user ID with transparent (non user prompted) login—unencrypted passwords cannot be passed between the originating application and the reporting solution			
58	Invoke a specific predefined report with parameter pass thru; and,			
59	Prevent the users from invoking other reports during this session.			
60	Map Linking: The solution should provide the ability to include a link from a map to another map or report data via the Web based GUI so that users can access additional details about the data displayed via the map. The solution should support links which correspond to each boundary defined within a map display. The system developer should be able to define the map levels that correspond to link actions. The system developer should be able to define the link target (report, graph, map, URL, etc.)			
61	User ID Can Determine Data Source: The solution should be able to process queries against different database servers based upon the user ID authenticated. This should allow separate database servers to be deployed (with identical database structures) in different physical locations such that			

	a user's query will be executed against the server that contains their region's data.			
62	3D Graphing: The solution should support graphing in as many as three dimensions (X,Y,Z).			
63	Blocking of Cartesian Products: The solution should be able to detect and block execution of queries that would produce Cartesian product results.			
64	Power User -Direct SQL Use: The solution should provide for the ability for power user to use SQL directly instead of using SQL generated based upon the application's metadata. It should be possible to enable or disable this feature on a per user basis.			
	Dashboard/Scorecard Tool Additional Capabilities			
65	Display Components: The solution must support the development of dashboards to display high level data for management to use in tracking trends and key performance indicators for the organization. The display formats shall include graphing, threshold-level displays, gauges, and other indicators of events and measures displayed within the same window.			
66	GUI Based Dashboard Development: The solution must allow a developer to create dashboards using a drag-and-drop development environment that is			

	integrated with the solution set. Using the GUI interface a developer must be able to select dashboard components (e.g., a graphic widget, pie chart, graph, or table), position the components on a screen/report layout, resize the components, and specify the data elements linked to the components. Integration (with the solution set) means:			
67	Graph and Map Legends: The solution must support the display of numeric measures (counts, sums, averages, etc.) associated with each graph or map segment as a format option.			
68	Shared Queries —The data elements available for linking to dashboard components will be derived from queries created in the same way that they are created for the Report Writer and Business Intelligence products. Queries must be interchangeable between these products.			
69	Interface Linking —It must be possible to link the dashboard components to reports created with the Report Writer and Business Intelligence products to support "drill-down" analysis of underlying data.			
	ETL Tool Required Capabilities			
70	Alerts and Notifications: The solution must provide different ways to notify the status of processes (logs, e-mail, etc.) based on the			

	severity of the problem (success, failed data load, failed data extraction, etc.).			
71	Applying Multiple Business Rules: The solution must be able to apply multiple business rules to a single row of data retrieved via a single pass through a data source.			
72	Audit Control: The solution must provide the ability to log and report all actions executed, whether a success or a failure.			
73	Data Error Handle: The solution must be able to distinguish and report different types of data errors (values out of range, duplicate records, etc.).			
74	Data Load Methods: The solution must support the loading of data targets via append, replace, or partial updates of existing records.			
75	Data Type Conversions: The solution must provide data type conversions (between strings, numeric, and date data types).			
76	Data Validation: The solution must provide for a check of data validity according to business rules. This includes checks of data format, cross checks of data in reference/lookup tables or dimensions.			
77	Dimensional Model support: The solution must be designed to support loading of data into dimensional tables. The solution must be designed to validate data loads against dimension tables.			
78	Handle Multiple Projects:			

	The solution must be able to handle multiple independent projects concurrently. Each project will have a different target data store and will likely have different source data stores.			
79	Handling Null Values: The solution must be able to process null values, and optionally substitute nulls with a specified value.			
80	Integrity Check: The solution must provide for a check of data integrity according to business rules. This includes cross checks of data within a record, as well as data in reference tables or dimensions.			
81	Job Monitoring: The solution must support build or job monitoring in a graphical environment of current and historical performance.			
82	Metadata-based Business Rules and Dimension Definition/storage: The solution must allow users to create and manage all BI metadata and business rules in a metadata repository that supports the process of building and managing conformed dimensions.			
83	Process Deployment: The solution must provide integrated deployment management, such as the ability to promote an object or job from development to test to production, etc.			
84	Scheduling: The solution must provide a mechanism to schedule automatic processing of ETL jobs			

	based upon time or event based triggers.			
85	Slowly Changing Dimension Support: The solution must support data updates required to accommodate slowly changing dimensions.			
86	Star Schema Support: The solution must support the loading of data into databases that utilize a star schema design.			
87	Surrogate Key Management: The solution must provide automated support for the generation and management of surrogate keys.			
88	Transformation Functions: The solution must provide transformation functions for strings (substring, case change, etc.), numeric (arithmetic, Boolean, group, etc.), date and time, derivation, calculations, allocations, and aggregations.			
	ETL Tool Desirable Capabilities			
89	Automated Support of Late Arriving Facts: The solution should provide support for the automated processing of late arriving facts (and dimensional history).			
90	Job Management: The solution should provide the ability to manage all ETL processes, on a single or across multiple servers, from a central point, and provide the ability to delegate management of selected processes to other			

	departments or locations.			
91	Pipelining Transformations: The solution should have the ability to pipeline transformations to allow combining into larger logical transactions.			
92	Reusable Transformations: The solution should allow the creation and use of stored transformation templates.			
93	Date/Time Stamping: The solution should provide for the accurate and effective time-stamping of data being loaded either by using standard DBMS features or separate solution functionality.			
94	Impact Analysis: The solution should provide impact analysis of changes to processes or job streams.			
	Mapping Required Capabilities			
95	GUI Based Query Creation: The solution must provide a GUI for end users that allows users to create new (and modify existing) queries through a drag-and-drop process. The GUI must display a list of defined objects that can be included in the query as result elements and filters. End users must not be required to enter SQL syntax to create queries. End users must not be required to specify table join fields or relationships which should be predefined by the system developer.			
	Mapping Desirable Capabilities			

96	Add a Map to Existing Report: The solution should allow a power user to add a map to a report developed by another user (power user or end user) without requiring the report be redeveloped. Once a map is added to a report by a power user it should be possible for end users to open, view, and print the report with the newly added map.			
97	Combined Map and Table Report: The solution should allow a power user to create reports that include both a map and a table of data on the same page for display and printing.			
98	Graph and Map Legends: The solution should support the display of numeric measures (counts, sums, averages, etc.) associated with each graph or map segment as a format option.			
99	Invoke Report from Another Web Application: The solution should be able to support embedded reporting needs. Specifically, it should be possible to invoke API calls to the solution toolset from within another Web application. From these API calls it should be possible to:			
100	Start reporting tool;			
101	Validate user ID with transparent (non user prompted) login—unencrypted passwords cannot be passed between the originating application			

	and the reporting solution;			
102	Invoke a specific predefined report with parameter pass thru; and,			
103	Prevent the users from invoking other reports during this session.			
104	Map and Data on Single Output: The solution should allow a users to create and print a report that includes both a map display of data and the corresponding table of data on a single page of a report.			
105	Map Linking: The solution should provide the ability to include a link from a map to another map or report data via the Web based GUI so that users can access additional details about the data displayed via the map. The solution should support links which correspond to each boundary defined within a map display. For example, if a State map is displayed, with individual districts or groups defined within the map, it should be possible to provide a link based upon which district or group a user clicks on. The system developer should be able to define the map levels that correspond to link actions. The system developer should be able to define the link target (report, graph, map, URL, etc.).			
106	Mapping: The solution should provide users with the capability of adding maps (based upon geographic boundary			

	specifications) into reports and dashboards into their reports using drag-and-drop or pick-and-click functionality. The user should be able to assign color coding of various types to districts based upon numeric data retrieved via the solution.			
107	Mapping—Copy and Paste: The solution should allow a user to copy maps that are displayed in the reporting interface and paste them into the following products: Corel WordPerfect, Microsoft Word, Microsoft PowerPoint, and Microsoft Excel.			
108	Undo Support: The solution should provide end users with an application button that will back out the last action executed by the user.			
	Microsoft Office Integration			
109	Provides integration with Microsoft Office, including support for document formats, formulas, data "refresh" and pivot tables.			

Exhibit B: Data Analysis Needs Summary

In general, the IJIS project's data analysis needs can be categorized into the following three areas:

1. *Operational* – What is the right program for an individual?
2. *Tactical* – How well is the program performing?
3. *Strategic* – What programs should the county invest in?

The group decided that certain studies should examine data on an ongoing basis (e.g., recidivism data for various programs such as drug court, mental health court, pre-trial supervision, etc.), while others should be infrequent or one-time studies (e.g., evaluating the HARP program).

Generally, the desired data analysis questions discussed during the working session fall into the following categories:

1. *Program Evaluations* – Studies that evaluate various programs and services. Program evaluations are needed to:
 - a. *Assess Impact* – Determine the impact of specific programs and services. For example, are mental health and/or substance abuse clients improving in terms of reduced symptoms and/or use? Are clients improving in other areas as well, such as living arrangement stability, employment, social reconnections, and staying out of jail?
 - b. *Conduct Comparisons* – Compare the impact of programs with one or more alternatives and draw conclusions regarding which are most effective. Comparing the impacts of local programs/services to similar programs/services in other jurisdictions is also desired.
 - c. *Determine Cost-effectiveness* – Assess cost-effectiveness of programs and alternatives. This includes comparing cost-effectiveness of programs and services within the county to those in other jurisdictions in order to maintain or improve efficiency.
2. *Investigations* – Studies that examine the reasons for certain occurrences or the impact of new policies or sanctions. There are a variety of types of investigations desired by the IJIS participants, as described in the following bullets. These types are not mutually exclusive and some data analysis questions may include several aspects of study.
 - a. *People* – Analyze the characteristics of individuals coming into the county's criminal and social justice system. The following specific topics are areas of desired investigation:
 - i. A comprehensive analysis of the jail population, including who comes into jail, who is released, and who remains in jail awaiting the disposition of their case?
 - ii. What factors increase the probability of success for specific programs? For example, how many and what type of inmates would do well in residential treatment?
 - iii. Are people receiving the right kinds of treatment?
 - iv. Are there populations in need that the county is failing to serve or underserving?
 - v. What characteristics of individuals released under overcrowding release (OCR) increase the probability of their success in complying with the requirements of their release (e.g., attending court events)? What types of criteria should be used for OCRs in the future to increase the likelihood of success?
 - b. *Justice System* – Analyze how certain factors affect the entire criminal and social justice system. Specific examples of investigations for the broader justice system include the following questions:
 - i. What has been the impact of jail as a condition of probation on the county's criminal and social justice system?
 - ii. What has been the county's level of success with protective orders? What percent is served and are they effective?

- iii. What is the county's performance in terms of restitution ordered and collected for victims of crime?
 - iv. How do changes in sentencing and the reclassification of certain charges by the legislature affect the justice system?
 - c. *Process* – Analyze the process by which a case progresses through the system. Specific questions relative to process include:
 - i. Are cases being processed in an efficient manner?
 - ii. What are average time lengths between major justice events (e.g., arrest to disposition, case filing to disposition, disposition to sentencing)? Where are there bottlenecks?
 - iii. Are processing queues managed in an optimal manner?
- 3. *Operational Decision Making Studies* – Analyze available data to determine whether current operational decision making is appropriate in terms of allocating resources and routing individuals to appropriate services. Specific activities would include:
 - a. Using the results of the investigative and program evaluation analyses, determining which individuals are most appropriate for which criminal and social justice programs and services.
 - b. Incorporating the results of the above analysis into program assessment tools.
 - c. Expanding the results of the above analysis to develop predictive models that would predict certain outcomes based on an individual's characteristics.
 - d. Conducting crime analysis to determine whether police and other resources are allocated optimally throughout the county.
- 4. *Policy Decision Making Studies* – Using the aforementioned analyses, develop comparative and predictive models that help inform policy decisions. These include:
 - a. Developing predictive models to address “what if” questions/scenarios. For example, what if the county increases the number of available HARP beds; how will this affect the jail population?
 - b. Comparing several available investment alternatives (e.g., multiple alternatives to incarceration), estimate their impacts on the justice system, and make policy recommendations.

Exhibit C: PRICING

Pricing will be all inclusive. Charges for third party licenses, per diem, travel or any other charge of any type must be included in the pricing below.

Application Software Description	Number of Users	License Type	Cost per License			Extended Price
	48	Consumer				
	25	Power User				
	2	Administrator				
	5	Developer				
License Maint. Cost for	1st Year	2nd Year	3rd Year	4th Year	5th Year	Extended price for all 5 years
Consumer						
Power User						
Administrator						
Developer						
Application Software Description	Install/Setup Cost ²	Dedicated Server Setup Costs ³	Web Server Setup Costs ³			Extended Price
Software Maint. Cost for	1st Year	2nd Year	3rd Year	4th Year	5th Year	Extended price for all 5 years
Training Description ⁴	Number of Users	License Type	Cost per User			Extended Price
	80	All Users				
	48	Consumer				
	25	Power User				
	2	Administrator				
	5	Developer				

Training Cost for	1st Year	2nd Year				Extended price for all 2 years
All Users						
Consumer						
Power User						
Administrator						
Developer						
						TOTAL

1. Maintenance cost should reflect cost per year for five years.
2. Includes creating test connections to five disparate databases and ETL as necessary
3. Also separately indicate server / server software requirements considering a 100% increase over five years in all user types. If more servers or setup are required, please indicate.
4. Training should be what the vendor considers necessary for training by license type, but not exceed 40 hours per training type. If more hours are needed, the vendor will provide rationale. Also include training documentation in a separate line item.

Pricing: SLCo may optionally identify specific tasks for professional services

Professional Services ⁵	Rate per hour	Minimum hours for discount rate	Discount rate per hour	Remote rate per hour ⁶	Minimum hours for remote discount rate	Discount remote rate
Database Analyst						
Report Writer						
Training						
Technical Support						

5. Travel and Per Diem must be provided in the fully loaded hourly rate for only on site time (travel time will not be reimbursed).
6. Remote rate (work performed at vendor's location when authorized by the county) will not include Per Diem or Travel.

Attachment A: Preference Given for Local Business

District Attorney No. 2008-5129
Date approved: May 13, 2008

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 for Employees

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.

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.

Attachment D: Proposal Review Score Sheet

Business Intelligence Software and Support

Firm Name: _____

Proposal Evaluation Criteria		Weight		*Pre-demo Rating		Pre-demo Weighted Score	*Post demo Rating	Post demo Final Score
	Functional Requirements	3	X	_____	=	_____	_____	_____
	Fee	3.5	X	_____	=	_____	_____	_____
	Qualifications	1	X	_____	=	_____	_____	_____
	Relevant Experience	1.5	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 8 of the RFP "Proposal Submission Requirements". Please refer for complete description of the criteria.

This score sheet is a confidential protected record.

Attachment E: Sample Agreement
SAMPLE AGREEMENT

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.

NOTARY PUBLIC

(SEAL)

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