

Solicitation EB11127

Online Enrollment System



Salt Lake County

Bid EB11127 Online Enrollment System

Bid Number **EB11127**
Bid Title **Online Enrollment System**

Bid Start Date **Sep 29, 2011 12:35:23 PM MDT**
Bid End Date **Oct 21, 2011 1:00:00 PM MDT**
Question &
Answer End **Oct 12, 2011 1:00:00 PM MDT**
Date

Bid Contact **Joe Bryant**
801-468-2300
jbryant@slco.org

Changes made on Sep 29, 2011 1:07:14 PM MDT

New Documents **EB11127 Online Enrollment System.pdf**

Removed Documents **EB11127 Online Enrollment System.pdf**

Changes were made to the following items:

[Online Enrollment System](#)

Description

Salt Lake County, on behalf of its Division of Human Resources, "County" is soliciting proposals from qualified firms "Proposer" to provide a hosted internet-based online benefits enrollment system. The County is currently processing enrollment and change forms manually, and is seeking a vendor to provide an ongoing system for the active employees, COBRA, Long Term Disability members, and retirees under age 65 ("members").

Added on Sep 29, 2011:

Replace EB11127 Online Enrollment System. Original has been deleted. Not to be considered as an official addendum.

Changes made on Sep 29, 2011 1:07:14 PM MDT



SALT LAKE COUNTY

PETER M. CORROON
Salt Lake County Mayor

April Townsend
Administrative Services
Department Director

CONTRACTS & PROCUREMENT DIVISION

Richard L. Chamberlain, C.P.M.
Contracts & Procurement
Division Director
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Salt Lake County
Government Center
2001 South State Street
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Salt Lake City, UT 84190-3100

801 / 468-2556
801 / 468-2476 fax

September 29, 2011

Subject: Request for Proposals
Online Enrollment System
RFP # EB11127

Dear Interested Proposer:

Salt Lake County is soliciting competitive proposals from qualified firms to provide an Online Enrollment System.

Please submit Twelve (12) copies + One (1) unchanged electronic copy in pdf. format of your sealed proposal will be accepted until **1:00 PM on October 21, 2011** 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 **"Online Enrollment System"** clearly marked on the outside of the package. The proposal must include a cover letter indicating the firm's willingness to enter into an agreement with Salt Lake County.

Please reserve the date of **November 15, 2011 during the hours of 10 a.m to 2 p.m.** for an interview and a demonstration of your software. If the Selection Committee feels interviews would be helpful, you will be notified on November 3, 2011 if your firm is receiving an interview.

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

Sincerely,

Joe Bryant C.P.M.
Professional Services Selection Manager
Salt Lake County

Attachment A

REQUEST FOR PROTECTED STATUS

(Business Confidentiality Claims under Utah's Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901)

I request that the described portion of the record provided to Salt Lake County be considered confidential and given protected status as defined in GRAMA.

Name: _____

Address: _____

Description of the portion of the record provided to Salt Lake County that you believe qualifies for protected status under GRAMA (identify these portions with as much specificity as possible) (attach additional sheets if necessary):

The following reasons support this claim of business confidentiality (please check the box/boxes that apply):

- ☐ The described portion of the record is a trade secret as defined in Utah Code Ann. § 13-24-2.
- ☐ The described portion of the record is commercial or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the provider of the information or would impair the ability of the governmental entity to obtain the necessary information in the future and the interest of the claimant in prohibiting access to the information is greater than the interest of the public in obtaining access.
- ☐ The described portion of the record would cause commercial injury to, or confer a competitive advantage upon a potential or actual competitor of, a commercial project entity as defined in Utah Code Ann. § 11-13-103(4).

REQUIRED: Written statement of reasons supporting a business confidentiality claim as required by Utah Code Ann. § 63G-2-305(1)-(2) (attach additional sheets if necessary):

NOTE: Claimant shall be notified if the portion of the record claimed to be protected is classified as public or if the determination is made that the portion of the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring the appeal expires or the end of the appeals process, including judicial appeal, unless the claimant, after notice, has waived the claim by not appealing the classification within thirty (30) calendar days. Utah Code Ann. § 63G-2-309(2). The procedure to appeal a GRAMA classification within thirty (30) calendar days is described in Countywide Policy 2040, which can be found on the County's website www.slco.org or by typing the following link into your address bar: <http://humanresources.slco.org/coPolicies/index.html>

Signature of claimant: _____

Date: _____

Attachment B

Preference Given for Local Business

The County Council passed a policy that contracts shall be awarded through a local preference system. One (1) point will be added to the total score of proposals that are submitted by proposers who submit written certification that the business is a local business; including:

- (a) a completed and signed Local Certification Form, which includes a street address within the county that is not a post office box;
- (b) a copy of a current business license issued by the county or any of the cities within the boundaries of the county; and
- (c) proof of registration with the State of Utah of an agent authorized to accept service of process.

The Local Business Preference point will only be awarded under the following conditions:

Proposals under \$250,000: If pricing is within 4% of the lowest price submitted.

Proposals between \$250,000.01 and \$1,000,000: If pricing is within 1% of the lowest price submitted.

Proposals greater than \$1,000,000: If pricing is within \$50,000 of the lowest price submitted.

Your proposal must include completion of the Local Preference Certification Form.

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

A Proposer does not have to be currently registered with the State of Utah to submit a proposal. However, registration must be completed before a contract is entered into.

The County will have the right to monitor the awarded Proposer'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.

Local Preference Certification Form

(Proposer 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 C

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. One (1) point will be added to the total score of proposals that are submitted by Proposers who agree to offer catastrophic health benefits* to their employees for the duration of the agreement with the County.

The Employee Health Care Preference point will only be awarded under the following conditions:

Proposals under \$250,000: If pricing is within 4% of the lowest price submitted.

Proposals between \$250,000.01 and \$1,000,000: If pricing is within 1% of the lowest price submitted.

Proposals greater than \$1,000,000: If pricing is within \$50,000 of the lowest price submitted.

Your proposal must state if you are requesting the Health Care preference.

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

A signed letter from the Proposer's health insurance carrier or agent must accompany the proposal. 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 employees at least equivalent to Catastrophic Health Benefits as defined below.

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

The County will have the right to monitor compliance. Violation of this contract condition shall be the basis for immediate termination of the contract for default by the awarded Proposer.

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

Attachment D

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 proposer, 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 proposer, vendor or contractor non-responsible and decline to award a contract.

2. Based on the foregoing, the proposer/vendor/contractor certifies, to the best of its knowledge, that neither the proposer/vendor/contractor nor any owner, officer or agent of the proposer/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. Proposer/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. Proposer/vendor/contractor shall immediately notify the county in writing if, at any time before the award, the proposer/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 proposer/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 E
Online Enrollment System
RFP # EB11127

Firm Name: _____

Proposal Evaluation Criteria	Weight	*Rating	Pre-Interview	Weight	*Rating	Final Score
Proposed Compensation	6	x *****	= _____	6	x same	= _____
Relevant Experience	4	x _____	= _____	2	x _____	= _____
Security	2	x _____	= _____	4	x _____	= _____
Compliance with Functional Requirements	8	x _____	= _____	4	x _____	= _____
Preference point			*****			*****
Total	20	Pre-Interview		20	Final Score	

Maximum score possible is 100 + 1 point if preference applies

<u>*Rating</u>
5 Excellent
4 Good
3 Acceptable
1-2 Poor
0 Unacceptable

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

*******Contracts and Procurement will score the Proposed Fee area and assign preference point if allowed.**

Committee Member Initial _____

RFP: ATTACHMENT FCounty Contract No. _____
DA Standard Form No. 2010-3732**AGREEMENT**
Between
SALT LAKE COUNTY
And
[NAME OF CONTRACTING ENTITY]

This Agreement is entered into this _____ day of _____, 2010, 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 _____ ("Contractor"). County and Contractor may be referred to as "the parties."

RECITALS**A. [Recitals are optional.]**

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. SCOPE OF SERVICES

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

2. CONSIDERATION

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

3. EFFECTIVE DATE/TERM

This Agreement shall be effective upon execution by both parties and shall continue for a term of _____ years from the date of execution ("Term"), with the County and Contractor reserving the right to terminate without penalty at the end of the first term. This agreement may be renewed, at the end of the Term, for _____ additional terms 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 the initial Term, unless Exhibit 1 allows for price increase or decrease negotiation by the parties.

4. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and Contractor 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 Contractor of employer and employee, partners or joint venturers.

The parties agree that Contractor'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. AGENCY

No agent, employee or servant of Contractor 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, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Contractor 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. Contractor 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 Contractor is an independent contractor.

6. 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 Contractor under this Agreement.

7. CONTRACTOR REPRESENTATIVE

Contractor 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 Contractor's representative in its performance of this Agreement. The Contractor Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

8. STANDARD OF PERFORMANCE/PROFESSIONALISM

Contractor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Contractor agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Contractor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Contractor 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.

9. INDEMNIFICATION

Contractor 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 Contractor, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement.

10. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904 (2010). 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.

11. NON-FUNDING CLAUSE.

County intends to request the appropriation of funds to be paid for the services provided by Contractor 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 Contractor, 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 Contractor 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.

12. INSURANCE

[Insurance requirements will vary depending on the level of risk determined by the County. The insurance requirements set forth below are applicable to a contract that falls into the "Standard" Risk Category. Please refer to the specific insurance requirements contained in the Request for Proposals for the insurance requirements of this Agreement.]

12.1 County represents that it is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801 (2010).

12.2 Contractor 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:

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:

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

—OR—

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

C. Contractor 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, Contractor shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the Contractor hereunder.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Contractor 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 Contractor 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 Contractor for the costs of said insurance.

REQUIRED INSURANCE POLICIES.

Contractor 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, Contractor 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, Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Contractor's operations under this Agreement, whether performed by Contractor 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 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.

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 Contractor 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 Contractor's operations, or authorizes funding or payments to Contractor.

14. ETHICAL STANDARDS

Contractor represents that it has not: (a) provided an illegal gift 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 Code of Ordinances § 2.07 (2010); 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. Salt Lake County Code of Ordinances § 2.72A (2010). Contractor 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. Contractor 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 Contractor's possession.

B. Contractor's Obligation: Contractor, 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. Contractor understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402 (2010), for misuse of public funds or monies. Contractor expressly understands that County may monitor the expenditure of public funds by Contractor. Contractor expressly understands that County may withhold funds or require repayment of funds from Contractor 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, Contractor shall submit a sworn affidavit from each officer, employee, or agent of Contractor 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 Contractor.

18.2 Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor 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 herein 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, Contractor 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 Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Contractor 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. 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 Contractor of applicable law shall constitute an event of default under this Agreement and Contractor 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. Contractor 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.

20. NON-DISCRIMINATION

Contractor and any agent of Contractor 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.

21. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS ("URS")

County is a URS "participating employer." Entering into an agreement with County may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code Ann. § 49-11-504 to -505 (2010). In addition, Contractor is required to immediately notify County if a retiree of URS is the contractor; or an owner, operator, or principal of the contractor. Contractor shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

22. LABOR REGULATIONS AND REQUIREMENTS

Contractor agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. Contractor 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 Contractor, its agents or employees.

23. EMPLOYEE STATUS VERIFICATION SYSTEM

If this Agreement was the result of a Request for Proposals by County, Contractor shall register and participate in the Status Verification System before entering into a contract with the county as required by Utah Code Ann. § 63G-11-103(3) (2010). 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. Contractor is individually responsible for verifying the employment status of only new employees who work under Contractor's 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 contractor shall comply in all respects with the provisions of Utah Code Ann. § 63G-11-103(3). Contractor's failure to so comply may result in the immediate termination of its contract with the County.

24. CONFIDENTIALITY

Contractor 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 Contractor'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 Contractor in performance of this Agreement shall also be held confidential by Contractor. County shall have the sole obligation or privilege of releasing such information as required by law.

25. OWNERSHIP OF WORK PRODUCT

All work performed by Contractor under this Agreement shall become the sole property of the County. Ownership of the work shall apply regardless of the form of the work product including, but not limited to, writings, drawings, reports, any form of video or audio, etc. Upon final payment by County to Contractor, Contractor shall deliver to County all work product applicable to the services provided under this Agreement including, but not limited to, work product in draft form.

26. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Contractor acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901 (2010). As a result, County is required to disclose certain information and materials to the public, upon request. Contractor 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 County.

Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

27. ASSIGNMENT

Contractor 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 Contractor and against any assignee or successor-in-interest of Contractor.

28. SUBCONTRACTING

Contractor 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 written consent of County.

29. 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: Contracts Administrator
Salt Lake County
2001 South State, Suite, N-4500
Salt Lake City, Utah 84190-3100

CONTRACTOR: *[Name and Address]*

30. 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.

31. ENTIRE AGREEMENT

County and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Contractor, 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.

32. 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.

33. 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.

34. 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. Contractor's Proposal in response to County's Request for Proposals (*Exhibit 2*).

County and Contractor 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.

[Signature page to follow]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year recited above.

Salt Lake County

By _____
Mayor or Designee

STATE OF UTAH)
 : ss.
COUNTY of Salt Lake)

On this _____ day of _____, 2010, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC, residing in Salt Lake Co., Utah

Contractor

By: _____
Title: _____

STATE _____)
 : ss
County _____)

On the _____ day of _____, 2010, personally appeared before me _____, who being by me duly sworn did say, that s/he is the _____ of Contractor, 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.

NOTARY PUBLIC, Residing in _____

REQUEST FOR PROPOSALS

SALT LAKE COUNTY

Online Enrollment System

RFP # EB11127

Date of Issue: September 29, 2011

Division of Administrative Services
Department of Human Resources
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I. NOTICE TO PROPOSERS

A. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT (GRAMA)

County is a governmental entity subject to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County is considered a “public record” under GRAMA. Any person who provides to County a record that the person believes shall be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. For your convenience, County has provided a Business Confidentiality Request Form which is attached to this RFP as Attachment A. **ALL DOCUMENTS SUBMITTED IN RESPONSE TO THIS RFP WILL BE TREATED AS PUBLIC RECORDS IN ACCORDANCE WITH GRAMA, UNLESS A CLAIM OF BUSINESS CONFIDENTIALITY HAS BEEN PROPERLY MADE AND APPROVED BY COUNTY. ALL PROPOSED COSTS/PRICING/FEEs SUBMITTED TO THE COUNTY SHALL BE CONSIDERED PUBLIC RECORDS.**

B. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS (“URS”)

County is a URS “participating employer.” Entering into an agreement with County may affect a URS retiree’s retirement benefits including, but not limited to, cancellation of the retiree’s “retirement allowance” due to “reemployment” with a “participating employer” pursuant to Utah Code Ann. § 49-11-504 to -505. In addition, Contractor is required to immediately notify County if a retiree of URS is the contractor; or an owner, operator, or principal of the contractor. Contractor shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

C. EMPLOYEE STATUS VERIFICATION SYSTEM

Proposer shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code Ann. § 63G-12-302. 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. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer’s supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit that the Proposer or subcontractor has verified, through the Status Verification System, the

employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer's failure to so comply may result in the immediate termination of its contract with County.

D. ETHICAL STANDARDS

Proposer represents that it has not: (a) provided an illegal gift 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 Code of Ordinances § 2.07; 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.

E. CAMPAIGN CONTRIBUTIONS

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by Proposers to County candidates. Salt Lake County Code of Ordinances § 2.72A. Proposer 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 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. Proposer further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

II. INTRODUCTION

Salt Lake County, on behalf of its Division of Human Resources, "County" is soliciting proposals from qualified firms "Proposer" to provide **a hosted internet-based online benefits enrollment system**. The County is currently processing enrollment and change forms manually, and is seeking a vendor to provide an ongoing system for the active employees, COBRA, Long Term Disability members, and retirees under age 65 ("members"). The County requires a formal Request for Proposals for all lines of business, and requests that proposers do not submit additional products or services while responding to this RFP including but not limited to employee benefits, voluntary benefits, administrative services, and/or consultation services.; doing so may cause your proposal to be deemed as non-responsive and will not be evaluated or considered.

The system should be available to the Human Resource staff and County members no later than February 1, 2012 for an April 1, 2012 effective date. All proposals must address:

- A. Cost of software and initial setup
- B. Timeline for set-up of services
- C. Security
- D. HIPAA and Privacy compliance
- E. Level of ongoing partnership of services
- F. Annual Maintenance and Support costs after initial term

III. **PROJECTED SCHEDULE FOR THE RFP PROCESS**

County reserves the right to modify the following schedule at their discretion:

<u>Activity</u>	<u>Date</u>
Final day to submit questions	10/12/2011
Proposal Due Date	10/21/2011
Committee Meeting	11/2/2011
Proposer Interviews	11/15/2011
Anticipated Notice to Proceed	1/3/2012

IV. **DEADLINE FOR PROPOSAL SUBMISSION**

Your sealed proposal will be accepted until **1:00 PM** on Friday, October 21, 2011 at Contracts & Procurement, 2001 South State Street, Room N-4500, Salt Lake City, Utah 84190-3100. **No proposals will be accepted after the closing date and time.**

V. **TERM OF AGREEMENT**

It is the intent of the County to enter into a contract with the successful vendor for a Two (2) year period. The Contract may be renewed for Eight (8) One (1) year extensions under the same terms and conditions to allow for future maintenance and support.

VI. **PRICE ESCALATION**

Prices stated are firm for the initial Two (2) year term of this Agreement. If this Agreement is extended for additional periods, price adjustments may be made, however, any request for price adjustment shall be made prior to the beginning date of the contract anniversary date. Vendor shall calculate and make a request of the County that the prices for the next renewal period be increased by the lesser of 2.3% or the same percentage annual increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US City Average" published by the Bureau of Labor Statistics of the US Federal Government. If publication of said CPI index should cease, such percentage increase shall be determined. The maximum increase over eight years is limited to 18.4% above year two maintenance pricing.

VII. **PRE-PROPOSAL CONFERENCE AND QUESTION SUBMISSION**

As pre-proposal conference will not be held. If the RFP needs to be modified or clarified, a written addendum will be issued. Questions may be submitted through www.bidsync.com ("Bid Sync") until the deadline for questions submission which is [October 12, 2011 at 1:00 pm](#). **Do not contact the agency, division, department, or other County officers or employees.**

VIII. BACKGROUND

The desired system will minimize benefit plan management costs and improve Human Resource administrative efficiency by providing a self-service tool for County members. It is not intended to replace current providers (such as COBRA administration, Flexible Spending administration, etc.), but to manage the flow of paperwork utilized with current benefits. The system should effectively manage the entry of information for benefits currently available, and potential future benefits. It is not meant to replace contact with benefit personnel, but to assist benefit eligible members with enrollment in, but not exclusively, medical, dental, flex, H S A, Life, voluntary life, and voluntary benefits. The system will also be utilized as a primary education and communication tool for benefit eligible members.

A. Census Data

The County currently has 3,650 benefit eligible employees;
42 COBRA covered members;
60 Long Term Disability covered members;
1,200 retirees under age 65.

B. Benefit eligible members include

1. Full-Time employees working 30+ hours per week
2. Part-Time employees working from 20 – 29 hours per week
3. Adult Designees
4. Retirees under age 65
5. COBRA members
6. Long Term Disability members

C. Waiting Period

Eligibility depends on when an employee enrolls. They have 60 days from the date of hire to enroll for coverage.

D. Employer Contributions

1. An estimated 80% of medical and dental premium to all tiers of coverage (single, two-party, family).
2. Pays for a portion of basic life insurance

E. Current Benefits

May be provided upon request to finalists.

F. Plan Year

The County's fiscal year begins January 1. The benefit year begins April 1.

G. Federal healthcare reform

The County has elected non-grandfathered status under the Patient Protection and Affordable Care Act of 2010 (PPACA).

IX. SCOPE OF WORK AND TASKS TO BE COMPLETED

A. System must be compatible and integrate with the County's in-house developed payroll system.

1. Provide County IS staff with access to support representatives during business hours (7 am to 5 pm MST, M – F);
2. Provide automated integration with County systems;
 - a. On scheduled frequency receive from County systems;
 - i. New employees eligible to select benefits;
 - ii. Changes to current employees eligibility to select benefits;
 - iii. Prior employees no longer eligible to select benefits;
 - b. Per payroll (semi-monthly) provide County systems with:
 - i. Each benefit selected for each employee;
 - ii. Per payroll cost of each benefit;
 - c. Per payroll (semi-monthly) the actual benefit vendors will provide County with data files containing the benefits currently being provided for each employee.

B. General System Specifications

1. 24/7 access to web-based online benefits enrollment system;
2. Interface capability with internal County modules;
3. Interface capability with multiple external plan administrators, including the Salt Lake County system;
4. Standard and custom reporting functions;
5. Compliance with HIPAA Privacy and Security requirements, Government Records Access and Management Act (GRAMA) and any other applicable data privacy laws or regulations required by Salt Lake County;
6. Modeling component for calculation of benefit costs during enrollment process;
7. Accommodate multi-tiered rates by status, service and/or plan;
8. Ability to identify full cost of benefits, identifying employer and employee costs;
9. Links to benefit administrator web sites, County systems, and/or provider directories;
10. Access to online Required Benefits Administration Regulatory Documents (HIPAA Privacy Statement, COBRA notification, FMLA, ADA, etc.);
11. Forms Library to provide online access to enrollment procedures, Plan documents; claim forms for Plan Administrators, etc.;
12. Management of retirees under age 65, LTD and COBRA participants;

13. Availability to select language conversion (For example, from English to Spanish, German, French, etc);
14. Ability to calculate imputed value for Adult Designees;
15. Ability to obtain information which qualifies members to add an Adult Designee, such as, but not limited to, mortgage statement, bank statement, proof of beneficiary, etc;
16. Ability to populate employee specific data, such as, but not limited to name, employee identification number, full-time or part-time status, etc;
17. Ability to send data weekly, bi-weekly, semi-monthly, or monthly;

C. Components

System shall be web-based software accessible through the internet, and include a minimum of three components;

1. Enrollment component for annual enrollment and new employees;
2. Benefit management component to be utilized by human resource administrators;
3. Self-service component for employee access throughout the benefit year for education, IRS Qualifying events, beneficiary changes, etc.

D. Access to each component shall be security encrypted and available only through a user-name and password format. Information and data from these three components should be electronically transmitted to County benefit vendors through a connectivity program developed by the successful contractor. Benefit vendors include but are not limited to

1. Medical
2. Dental
3. Life / Voluntary life
4. LTD
5. COBRA
6. Flex
7. H S A
8. Medicare Supplement
9. Voluntary Benefits

E. Online Enrollment Component

1. Self-service approach
 - o Ability for employees to upload documents (birth certificates, marriage certificates, death certificates, etc.)
2. Pre-populated employee election screens currently available to the County through existing systems. Such as, but not limited to
 - o Demographic and geographical information
3. Customized benefits menu based on employee eligibility, including personal, dependent(s) and beneficiary information management;
4. Electronic benefits descriptions for, but not limited to medical, dental, life, and flexible spending coverage;

5. Electronic employee benefits statements showing coverage;
6. 24/7 accessibility.

F. Benefits Process Component

1. Search engine for employee data;
2. Enrollment;
3. New hire/termination;
4. Status change;
5. COBRA notification;
6. Evidence of Insurability;
7. Dependent eligibility;
8. Billing & payroll deduction;
9. Statistical reports (plans, coverage, etc.);
10. Online reporting;
11. Real-time and historical report views;
12. Administrative access;

G. Employee Self-Service Component

1. 24/7 access from remote locations and office;
2. Product information;
3. Personal profile management;
4. Employee benefits statements;

H. Benefits Vendor Connectivity

1. Maintenance-free vendor data imports;
2. Annual and new hire enrollment data imports;
3. Status change updates;
4. Termination updates;
5. Address change updates.

I. Services and Support

The successful contractor shall provide a minimum availability of eight (8) hours daily of end-user support for enrollment process, technical issues and login assistance. The same level of support shall be available for Human Resources and other administrative personnel for each term of the resulting contract.

Administrative Support

Vendor shall provide assistance to plan administrators with technical issues, rate and plan changes, construction of and modifications to system reports and remote training sessions as required for each term of the resulting contract.

J. System Hosting

Vendor must demonstrate high levels of security and adherence to HIPAA regulations; must explain and detail how records are to be managed, accessed, retained; explain how records would be provided to the County in the event of a records request or litigation.

1. System Security

Vendor shall provide hosting for all software and data requirements, and shall provide all applicable certifications and proof of licenses for power supply back-ups, firewalls, and documentation of server integrity and maintenance.

2. Physical Security

Physical access to hosting servers shall be strictly limited and must demonstrate high levels of security. Server down-time should be less than one (1) % and back-up server connections available during unprecedented access interruptions.

3. Data Back-up

Mirrored, multiple data back-ups are required. All data entered through, stored on, and transmitted by the system must be encrypted. File transfers between host servers and benefit providers must also be encrypted.

The Vendor is required to assume full responsibility for properly estimating the difficulties and costs of performing the services required by this RFP. This includes fully investigating and understanding all information of the services to be performed, and with the current systems utilized by the County.

X. **PRICING/COSTS/FEES**

Proposers should present pricing, costs and/or fees as a “firm fixed price”, and all fixed and potential costs must be clearly stated in the proposal

XI. **PROPOSAL FORMAT**

All proposals shall be formatted according to the following specifications:

- A. Page Limit: proposals cannot be more than **25 pages**. Documents submitted in order to apply for Local Business Preference or Employee Health Care Preference will not count toward the page limit.
- B. Page Numbering: proposals shall contain page numbers.
- C. Table of Contents: proposals shall contain a table of contents with references to page numbers.

- D. Please submit **Twelve (12) copies of your proposal + One (1) unchanged electronic copy in pdf. format** to Contracts & Procurement, 2001 S. State St., Suite N4500, Salt Lake City, Utah 84190-3100.
- E. **Sealed and Marked Packaging**: proposals shall be sealed and clearly marked “On-line enrollment system” on the outside of the package and on the body of the proposal. All copies shall be put into **one** envelope or box and sealed; do not put each proposal copy in a separate sealed envelope.
- F. **Cover Letter**: The proposal shall have a cover letter indicating the Proposer willingness to enter into an agreement with County. A person legally authorized to bind the Proposer to the proposed project must sign this letter. Proposals will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), business address of the Proposer, 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 any subsequent contract. The name of the principal and his/her business title will be included in the signature element in either type or print. Penciled signatures or notations will not be accepted.

XII. PROPOSAL SUBMISSION

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

- A. **RFP Cancellation**: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of County. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.
- B. **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 County’s RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.
- C. **Costs**: Proposers bears all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and attending the interview.
- D. **Licensing**: All applicable federal, state, and local licenses must be acquired before the contract is entered into between County and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: www.commerce.utah.gov.

- E. Changes or Modifications: County will make any changes or modification to the RFP will be made by written addendum. Proposer submitting a proposal based on any information other than that contained in County's RFP and any addenda, do so at their own risk.
- F. Receiving Proposals: Contracts and Procurement will administer receipt and opening of all proposals. Proposals will be held, unopened, by Contracts and Procurement in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to County request, Contracts and Procurement, in coordination with the agency requesting the project, may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, Contracts and Procurement may re-solicit for the purpose of obtaining additional proposals.
- G. Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time shall be made in writing to the County.
- H. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.
- I. Protests: Pursuant to Salt Lake County Code of Ordinances § 3.20.150, a protest in regard to the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the award is posted on Bid Sync. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.
- J. Free and Competitive Selection: Any agreement or collusion among prospective Proposer to fix a price or limit competition shall render the proposal void, and such conduct is unlawful and subject to criminal sanction. Proposer 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 County Purchasing Ordinances or applicable law.
- K. Reasonable Accommodations: Reasonable accommodations for qualified individuals may be provided upon receipt of a request with 5 working days notice. Please contact spierce@slco.org. TTY users shall call 711.
- L. Environmentally Responsible Procurement Practices: In compliance with Executive Order #2006-1, County has implemented environmentally responsible procurement practices. Please refer to Attachment C.

XIII. EVALUATION AND SCORING CRITERIA

Proposals will be evaluated, scored, and ranked by a Selection Committee. Attachment D is a sample score sheet, which each Committee member will complete for each proposal. The Selection Committee may invite up to the top Three (3) ranked proposals for an interview/demonstration. The purpose of the interview/demonstration is clarification and verification of the written proposal. The Selection Committee may re-score the proposal after the interview/demonstration, but may not re-score pricing/costs/fees, unless the Committee requests a best and final offer. A recommendation will then be presented to the proper signing authority for consideration and approval. Proposals will be evaluated, scored, and ranked on the following criteria:

30% Proposed Pricing/Costs/Fees. 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, and concise. Price scoring will be calculated as follows: **Price Points Possible (30) times (2 minus (Proposal Price/ Lowest Proposed Price))**.

County will consider a local preference or a preference for offering health insurance. See Attachments A and B.

20% Relevant Experience and Qualifications and Project Team. Provide detailed relevant experience for projects of similar scope and comparable size and complexity which shall include the following: name of client, contact person and current phone number, brief description of project, date, total contract amount, and any other pertinent information regarding the experience. County may contact any or all of your clients for a reference. Provide a brief description of your firm, the scope and nature of projects routinely provided by Proposer on projects of this nature. Identify the type of business (corporation, partnership, sole proprietor, etc.) under which your firm operates, date business started, and license number to do business in the State of Utah. Provide an organizational chart showing the level of organizational responsibility of all major participants of your proposed project team. . Include resumes of those principals, partners and other key staff members who will be directly involved in the overall project. **Do not put home addresses or phone numbers on resumes, because County will treat resumes as public records under GRAMA.** By listing the individuals in the proposal, the Proposer is making a commitment that the personnel listed are the personnel who will be assigned to this project. County must approve any changes to the personnel indicated. County reserves the right to request a substitution of personnel. If any part of the work will be provided by a subcontractor(s), please state their company name, their role in this contract, and the estimated amount of time. The Proposer will be responsible for verifying the qualification and validity of all licenses or permits for any out-sourced work to subcontractors.

10% Security. Provide detailed information on security measures of information, adherence of HIPAA regulations and other privacy measures.

40% Compliance with Functional Requirements. The demonstrated ability of the proposed Online Enrollment System to provide for solution requirements as outlined in the RFP. The proposal should include the following information:

1. Description of software and hardware architecture proposed
2. Description of implementation services and schedule (must comply to section II)
3. Description of training services proposed and schedule
4. Description of post implementation support, including any anticipated additional staffing requirements
5. Description of support agreement
6. Description of ease of use

XIV. DEMONSTRATION AND INTERVIEW

We anticipate a demonstration and interview of up to two hours focusing on system features relative to this RFP and Technical Services functions. Proposer's costs for the demonstration shall be the responsibility of the proposer. The demonstration will validate system functional requirements and other characteristics of the proposed system. Human Resources anticipates providing a list of features and functions to be demonstrated while allowing the vendor to decide how to organize the presentation.

XV. WRITTEN AGREEMENT REQUIRED

The selected Proposer must be willing to enter into a written agreement with County and agree to all the terms set forth in the Standard Form RFP Agreement, attached to this RFP as "Attachment E." **IF YOU WISH TO ALTER ANY OF THE TERMS OF THE STANDARD FORM AGREEMENT AND/OR THE RFP INCLUDING EXHIBITS, ATTACHMENTS, AND ADDENDA, THE TERMS MUST BE SPECIFICALLY IDENTIFIED IN YOUR PROPOSAL WITH REASONABLE ALTERNATIVES PRESENTED.** Proposers are advised that County is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken by Proposer prior to a written agreement being fully executed is done at the Proposer's sole risk.

Question and Answers for Bid #EB11127 - Online Enrollment System

OVERALL BID QUESTIONS

Question 1

Would Salt Lake County be open to looking at a complete Human Capital Management SaaS solution that would encompass self-service benefits administration? **(Submitted: Sep 29, 2011 2:53:27 PM MDT)**

Answer

- No thank you, please refer to Section II. "The County requires a formal Request for Proposals for all lines of business, and requests that proposers do not submit additional products or services while responding to this RFP including but not limited to employee benefits, voluntary benefits, administrative services, and/or consultation services.; doing so may cause your proposal to be deemed as non-responsive and will not be evaluated or considered. " **(Answered: Sep 29, 2011 3:20:22 PM MDT)**

Question Deadline: Oct 12, 2011 1:00:00 PM MDT