

Solicitation SG11133

Purchasing Payroll Finance and HR System



Salt Lake County

Bid SG11133

Purchasing Payroll Finance and HR System

Bid Number **SG11133**
Bid Title **Purchasing Payroll Finance and HR System**

Bid Start Date **Nov 15, 2011 3:22:51 PM MST**
Bid End Date **Jan 6, 2012 1:00:00 PM MST**
Question & Answer End Date **Dec 14, 2011 1:00:00 PM MST**

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Pre-Bid Conference **Nov 30, 2011 10:00:00 AM MST**
Attendance is optional
Location: Salt Lake County Government Center
2001 S State St, Salt Lake City, UT 84190
North Building, 2nd Floor, Room N2003
***Note: The Proposal Workshops are duplicated, so please attend one session only.**

Description

Acquire and implement a solution for a financial and payroll system.

Salt Lake County Purchasing, Payroll, Finance, HR System



Request for Proposals

RFP # SG11133

November 15, 2011

Table of Contents

I.	Introduction	1
	Minimum Qualifications	2
	Proposal Point of Contact	2
	RFP Addenda	2
	Funding	2
II.	Projected Schedule for the RFP Process	3
III.	Deadline for Proposal Submission	3
IV.	Term of Agreement.....	3
V.	Pre-Proposal Conference and Question Submission.....	4
VI.	Salt Lake County Background	4
VII.	Current System Background	5
	The Process	5
	The Result	6
VIII.	Scope of Work	7
	Salt Lake County Organization and Staffing.....	7
	Proposer Project Team.....	7
	Project Planning and Initiation	8
	Implementation	9
	Data Conversion	9
	Testing	9
	System Solution Acceptance	10
IX.	Pricing/Cost/Fees	12
X.	Proposal Content and Format	12
	A. Instructions to Proposers	12
	B. Management Response Part I	13
	C. Management Response Part II	22
	D. Functional Response	23
	E. Technical Questionnaire.....	24
	F. Pricing Response	24
XI.	Proposal Submission	27
XII.	Evaluation and Scoring Criteria.....	29

XIII. Notice to Proposers	32
A. Government Records Access and Management Act(GRAMA)	32
B. Notice to Retirees of Utah Retirement Systems (“URS”)	33
C. Employee Status Verification System.....	33
D. Ethical Standards	33
E. Campaign Contributions	33
XIV. Insurance Requirements	34
<i>General Insurance Requirements for All Policies</i>	34
<i>Required Insurance Policies</i>	34
APPENDIX A Current Environment	A-1
APPENDIX B Functional Requirements	B-1
APPENDIX C Technical Requirements Questionnaire.....	C-1
APPENDIX D Reference Form	D-1
APPENDIX E Proposer Strength and Stability Form Part I	E-1
APPENDIX F Proposer Strength and Stability Form Part II	F-1
APPENDIX G Proposal Checklist	G-1
APPENDIX H Pricing Schedules	H-1
APPENDIX I SLCo Sample Contract	I-1
APPENDIX J Preference Given for Health Benefit to Employees	J-1
APPENDIX K Environmentally Repsonsible Procurement Practices.....	K-1
APPENDIX L Request for Protected Status.....	L-1
APPENDIX M Preference Given for Local Business	M-1

I. Introduction

Salt Lake County (SLCo) is pleased to release this Request for Proposals (RFP) to implement a fully integrated Purchasing, Payroll, Finance and HR System. It is open to all providers of packaged Purchasing, Payroll, Finance and HR products that meet the minimum qualifications detailed below. Through this RFP, SLCo seeks to identify, acquire and implement a solution that supports the operations of Salt Lake County. Salt Lake County has divided this project into the following groups: **Essential System1, Essential System 2 and optional modules**. The preferred solution is a consolidated solution from a single provider, however; SLCo will accept proposals from any Proposer that can fulfill the requirements for at least one Essential System. SLCo will only accept proposals from Proposers that include either one or both of the Essential Systems listed below.

Essential System 1

Financial: The proposed financial system must include:

- General Ledger
- Project/Activity Accounting
- Grants Management
- Contracts
- Purchasing
- Accounts Payable
- Accounts Receivable
- Cash Receipts
- Fixed Assets

Essential System 2

Payroll: The proposed payroll system must include:

- Payroll
- Time Keeping

Optional modules may be included with any proposal that meets at least one of the Essential System requirements.

Optional Modules

- Budget Preparation
- Applicant tracking

- Leave management
- Personnel
- Benefits
- Training
- Position Control

SLCO's current Purchasing, Payroll, Finance and HR environments are described in APPENDIX A. SLCo reserves the right to award a single or multiple contracts and to reject one or more components from either essential system solution offered from Proposers.

Minimum Qualifications

In order to be considered in response to this RFP, a provider must have implemented, or be in the process of implementing the proposed, or similar solution within the last 5 years for **at least five** government environments of equal or greater size to Salt Lake County, based on annual budget, number of employees and number of users. Proposals that do not show evidence that the Proposer meets this experience will not be considered. See Section [VI Salt Lake County Background](#) for sizing metrics.

Proposal Point of Contact

All inquiries relating to the specifications or proposal procedure should be submitted through:

www.bidsync.com

Proposers are not to contact the agency, division, department, or other SLCo officers or employees regarding this procurement: Such action may result in disqualification.

RFP Addenda

All published addenda to this RFP will be posted to SLCo's procurement notification site:

www.bidsync.com

Funding

Currently, this project is partially funded for one million dollars with plans to request the funding balance from the County Council after full costs have been established. SLCo desires to replace both Essential Systems and will present the pricing for both when requesting additional funds. SLCo will not consider implementing only one of the Essential Systems, thus if funding is

unavailable for both Essential Systems then neither will be awarded. No award(s) will be made until the project is funded for the work to be completed in 2012.

The Optional Modules will not be purchased at this time, but will be considered in future additions to the Essential Systems.

II. Projected Schedule for the RFP Process

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

Activity	Date
Pre-Proposal Conference	November 30, 2011
Final day to submit questions	December 14, 2011
Proposal Due Date	January 6, 2012
Committee Meeting	January 18 and 25, 2012
Proposer Interviews/Demonstrations	February 2012
Contract Execution	2012
Implementation begins	2012

III. Deadline for Proposal Submission

Sealed proposals will be accepted until **1:00 PM MST on Friday, January 6, 2012** at Contracts & Procurement, 2001 South State Street, Room N-4500, Salt Lake City, Utah 84190. **No proposals will be accepted after the closing date and time.**

IV. Term of Agreement

This Agreement shall be effective upon execution by both parties and shall continue for a term of five (5) years ("Term"). This agreement may be renewed, at the end of the Term, for fifteen (15) additional one-year terms upon the same terms and conditions.

All pricing shall be firm for the initial Term of the Agreement as listed in APPENDIX H (the pricing schedule). Proposer may present justification for a maintenance cost increase for each renewal term, but the increase shall not exceed 3%. If Contractor desires a maintenance cost increase, a written request for a maintenance cost increase including supporting documentation shall be submitted to Salt Lake County Contracts and Procurement at least 30 days prior to a contract renewal.

V. Pre-Proposal Conference and Question Submission

Interested Proposers are invited to attend a pre-proposal meeting to discuss the project and to ask questions about this RFP. The meeting will be held on **Wednesday, November 30 at 10:00 AM MST**. The location is the County Government Center, 2001 South State Street, North Building, 2nd Floor, Room N2003.

If you would like to participate by conference phone, the US toll free number is 877-820-7831, international number 720-279-0026. The operator will ask you for the participant passcode which is 7678464#. Proposers are encouraged to submit their questions in writing before the meeting through Bid Sync.

The meeting is for informational purposes only and is not binding. 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 **December 21, 2011 at 1:00 pm MST**. Bid Sync will then e-mail the answer to all Proposers that have expressed an interest in the RFP.

Do not contact the agency, division, department, or other SLCo officers or employees.

VI. Salt Lake County Background

Salt Lake County is a large metropolitan area with a total population reported in the 2010 census of 1,029,655.

SLCo's government is structured as a Council—Executive form, where the executive is elected, and is referred to as Mayor. There are nine part-time council members. Additionally, there are eight other elected officials who have independent authority, as defined by statutes such as the Auditor's Office as depicted in organizational charts on SLCo's website www.slco.org.

SLCo provides a diversified range of countywide services including the following: services provided by the elected officials – such as the assessment and collection of property tax, auditing, budgeting, accounting, surveying, recording, marriage licenses, passports, criminal justice services, and ordinance enactment and enforcement; Human Services--such as library services, mental health services, public health services, substance abuse services, aging services, criminal justice services, and youth services; certain Public Works services--such as flood control, and solid waste management; Community Services--such as recreational and educational services including the Salt Palace convention center, fine arts centers, visitor promotion, parks and recreational venues, golf courses, and the planetarium; as well as various functions, mostly internal services, under Administrative Services Department. SLCo also delivers **municipal services** including paramedic, emergency services and fire protection (delivered by contract), police protection (delivered by contract), planning, zoning and development services, business licenses, street lighting, traffic engineering, highways, animal services, and justice courts.

SLCo's budget for 2011 is approximately \$950 million. SLCo is one of very few AAA bond rated Counties in the country. General and financial information about SLCo is available in SLCo's

Comprehensive Annual Financial Report (CAFR) which is available on SLCo's website under Auditor (auditor.slco.org). SLCo has approximately 3,500 full time equivalent employees, with up to an additional 3000 seasonal and temporary employees.

VII. Current System Background

Salt Lake County has identified concerns regarding its current Purchasing, Payroll, Financial and HR Systems and their ability to support SLCo organizations and operating units in achieving business goals in the most productive, efficient, and cost-effective manner possible. Due to outdated technology, the current systems may not provide sufficient functionality for future advancements. The concerns expressed by SLCo employees are attributed to the following factors:

- SLCo's essential systems utilize older, outdated, technology that no longer meets SLCo's needs. Portions of the essential systems were developed in house over 25 years ago. Many of the production modules are the original modules. Other portions of the essential systems were purchased long ago and even though the software vendor has stated that there are no immediate plans to discontinue support, SLCo is almost certain the older technology will eventually be phased out and no longer supported by the vendor.
- Errors occur in the interface between Procurement/Contracts and the core accounting system. For example, valid encumbrances have been cancelled or altered in the system even though no transaction was initiated by a user. This loss of data integrity is an excessive risk to SLCo.
- The methods available to manage budgets at various organization-defined levels are inefficient.
- Many SLCo organizations have unmet needs which cannot be accommodated due to constraints with the current software.
- Not all internal legacy systems are fully integrated. SLCo wishes to improve integration and compatibility between software systems.
- Real-time data is not typically available. Of particular concern is the lack of real-time budgetary controls.

The Process

In the 2005 budget process, SLCo Council issued legislative intent requesting that the Auditor and Mayor initiate a task force to determine the future direction of the Financial Systems at SLCo. To assess the various options available to SLCo, Schafer Consulting was engaged to identify SLCO's "as-is" environment, in order to determine alternative solutions that may be an appropriate fit, and to construct a Business Case for executive evaluation. Schafer Consulting is a company specializing in the needs assessment and evaluation of Financial Information Systems

(FIS), including Human Resource/Payroll systems for government agencies.

Prior to hiring Schafer Consulting, SLCo performed a limited preliminary needs assessment of its current systems. The preliminary needs assessment uncovered many unmet software needs and a relatively low satisfaction rate among financial systems users. With these factors in mind, Schafer Consulting, in collaboration with SLCo personnel, completed a Business Case that presents alternative options, their pros and cons and associated risks.

The Result

The review and analysis, as summarized below, confirms and validates earlier studies conducted by SLCo, as well as opinions expressed by SLCo employees:

- The mismatch between the older technology of SLCo's core Systems (Payroll and General Ledger) and the newer technology (used by Purchasing/Contracts, and the budget preparation system – BRASS), creates incompatibility issues (incorrect encumbrance information, missing purchase orders, invalid activity/program codes, etc).
- SLCo currently uses over 40 disparate systems to track and maintain its resources.
- Over 150 manual processes have been developed either as workaround solutions or to augment the functionalities of the existing systems. The SLCo estimates between 23,000 to 38,000 hours are spent annually on these manual processes, much of which represents non-value added tasks which could be eliminated through automation
- The existing systems do not meet users' needs; therefore, many "shadow" systems have been created to supplement their work. As a result, users spend many hours reconciling the "shadow" systems to SLCo's official financial records in place of performing more productive tasks.
- Salt Lake County staff manages between 200 and 300 grants and projects almost entirely outside of the core General Ledger system using manual processes and/or ancillary systems, which is estimated to take up over 3,000 hours each year.
- Approximately 20,700 hours each year are spent on Accounts Payable manual processes due to the lack of integration between the Purchasing/Contracts system and SLCo's core General Ledger system.
- The same data often must be entered into separate systems, requiring duplicate data entry efforts. This creates lack of data integrity and inefficient use of employee time.
- Users rely heavily on the IS Division to develop reports as the current data must be aggregated from disparate systems, and, because of this complexity, almost all users have a difficult time accessing and managing the data.

VIII. Scope of Work

This request for proposals is issued to provide a replacement or upgrade to the current Essential System 1, along with a replacement of essential system 2. The essential systems are defined in the introduction. The desired solution is a packaged solution that is configured to meet the needs of SLCo. Specific elements sought from prospective Proposers include, but are not limited to, the following:

- Software – The awarded Proposer shall provide all necessary software to ensure a fully functional system that satisfies the requirements detailed in this RFP, including software maintenance.
- Services – The awarded Proposer shall provide professional services to ensure successful implementation, data conversion, migration, testing, training and ongoing support of the acquired solution.

Proposers are required to include hardware and associated configurations as a component of the proposed solution. However, SLCo may choose to purchase the hardware separately through established contracts.

More specific requirements are contained throughout this RFP.

Salt Lake County Organization and Staffing

SLCo anticipates establishing a Core Team of dedicated members to participate in the implementation project. Assignment of applicable and adequate personnel will be the responsibility of the Administrative Services Department Director.

- Project Manager – SLCo 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 SLCo project staff will report to the project manager.
- Project Team staffing – SLCo will form a project team, and will be organized around the Essential System modules.
- 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 SLCo staff throughout the duration of this project. The Proposer is expected to review with SLCo's Project Manager the proposed training schedule developed during the pre-implementation phase.

Proposer Project Team

SLCo desires a Proposer that can supply key implementation staff with the following qualifications:

- Clearly understands the needs of SLCo.
- Has a strong county government knowledge base and can bring valuable, practical experience, both functional as well as technical to the implementation effort.
- Is highly qualified and experienced in the technologies and tools underlying the proposed solution.
- Has substantial knowledge and expertise in the technical architecture and design of the proposed solution.
- Will provide a continuity of project management and consultants throughout the duration of the project.
- Can provide comprehensive and complete technical and functional/business training programs, with special emphasis on end user training and documentation.
- Appreciates SLCo's need to exercise strict financial controls on this project, with specific emphasis on controlling project scope and implementation timeline.

Project Planning and Initiation

Both the Proposer and SLCo will be responsible for managing their own resources and ensure the availability of sufficient resources in order to meet the mutually agreed upon project goals and time schedule.

Once the order of events and timeline for implementing the software are jointly established by SLCo and the Proposer, the Project Manager from both organizations will collaborate to develop a Project Work Plan, which should include the following elements:

- Detailed timeline using Microsoft Project 2010. The timeline should include a "best case" implementation scenario with a project start date from execution of contract. Furthermore, it should also include due dates of specific tasks, milestones and deliverables
- Identification of equipment, facility, and logistical support
- Communications Plan
- Resource Plan
- Risk Management Plan
- Change Management Plan

- Data Conversion/Interface Plan
- Test Plan
- Training Plan
- Quality Assurance Plan
- Deployment Plan

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:

- Provide a “best case” implementation schedule, to include start date from execution of the contract.
- Document all requirements and specifications for integration and implementation.
- Identify equipment, facility, personnel and logistical support and personnel available to SLCo during and after implementation.
- Identify process of training system users.
- Provide an estimated implementation start date

Data Conversion

The Proposer shall utilize their own conversion tools/methodology to perform database conversions for SLCO’s existing databases and other ancillary systems.

Testing

The Proposer will provide a Test Plan to ensure that all the business requirements of SLCo are met and the system is fully operational at go-live. The Test Plan should cover:

- Unit Testing
- Integration Testing
- Stress Testing
- Parallel Testing

The proposer should describe the approach taken with each stage of the test, the processes involved, plans to address issues encountered, testing tools, testing criteria and metrics and sign-off procedures

System Solution Acceptance

Project/System Completion Criteria/Deliverables – the minimum completion criteria for the implementation of the Proposer’s software will be as follows:

- Functional integration and stress acceptance testing at the unit, system, and enterprise level will be satisfactorily completed for each module component, including employee self service and electronic workflow.
- Migration/conversion of all legacy data must be completed and validated for independent audit to reconcile all data extracts, transformations, and loading into the new systems.
- All data sharing between Purchasing, Payroll, Finance and HR systems and other SLCo systems will be tested and the individual transactions will be validated, tested, and audited as meeting the requirements.
- System interfaces are to be designed, developed, tested and implemented (internal as well as external).
- Documentation of business processes and end-user procedures and completion of the training plan for system users.
- Technical system management procedures will be documented and in place at the initial go-live.
- Documentation will be provided on the system roll-out/initial go-live plan.
- System initial go-live will be achieved on time and within the contract price. 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.
- For SLCo’s initial purchase or for any subsequent purchase of any equipment and/or software product.
 - The Proposer shall provide for an initial acceptance test and validation period that commences after the system installation, configuration, and setup.
 - Installation shall be defined as:
 - The equipment (server and peripherals), are put together with the required operating system and other related software.

- The application software and database are installed on the related server(s) and/or personal computer(s).
 - Pre-implementation customer or technical training, if any, is completed.
- Configuration and setup shall be defined as
 - Building all the system parameters for operating, for communicating, for access, for actions, etc.
 - Providing and implementing the mapping and transformation criteria for data sharing between proposed solution and each connected system.
- During the test period, SLCo shall determine whether the equipment and software meet the published electronic documented requirements, for the business and technical listed features, functions, data, and integration.
- 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.
- The break-in test period will commence from initial go-live and last 90 days. This 90 day period will have the proposed system in a live operational state where SLCo can use the system in their natural business processes and surroundings, and determine if there are any deficiencies or functional gaps.
- SLCo 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 SLCo 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.
- If SLCo provides a deficiency statement within either test periods, the Proposer shall have 30 days to correct the deficiency, and SLCo shall have an additional 60 days from the delivery and installation of the fix to evaluate the equipment and software.
- If the equipment or software does not meet the specifications at the end of the second 60 day test period, SLCo may terminate this agreement. Upon any such termination, SLCo will return all equipment and software, acquired through the Proposer to the Proposer, and the Proposer shall refund any monies paid by SLCo to the Proposer therefore. Neither party shall then have any further liability to the other for the products that were the subject of the acceptance test.

IX. Pricing/Cost/Fees

All prices, quotes, or proposals are to remain firm for **one (1) year** after the RFP closing date. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.

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.

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

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

Complete pricing schedules are required for each Essential System.

The Proposer is requested to submit a proposed milestone-based payment schedule included in Appendix H.

RETAINED FUNDS

A retainer of fifteen percent (15%) will be withheld from each progress payment based on the payment schedule. These funds will be maintained by the County in an interest bearing account with the balance and interest payable to the Proposer. The total retainer payment shall be released to the Proposer within 15 calendar days after project completion and acceptance by the County.

Maintenance Price Escalation

All pricing shall be firm for the initial Term of the Agreement as listed in APPENDIX H (the pricing schedule). Proposer may present justification for a maintenance cost increase for each renewal term, but the increase shall not exceed 3%. If Contractor desires a maintenance cost increase, a written request for a maintenance cost increase including supporting documentation shall be submitted to Salt Lake County Contracts and Procurement at least 30 days prior to a contract renewal.

X. Proposal Content and Format

This section outlines the specific proposal content and format sought by SLCo.

A. Instructions to Proposers

SLCo requires Proposer responses in five distinct sections:

- Management Response Part I
- Management Response Part II
- Functional Response
- Technical Questionnaire
- Pricing Response

Instructions for these five response sections are outlined below.

All proposals should be typewritten on standard 8½ X 11 paper (larger paper is permissible for charts, spreadsheets, etc.) The proposal should include page numbering. These three sections Management Response Part I, Functional Response and Technical Questionnaire must be placed in a single binder with tabs delineating each section. Management Response Part II and the pricing schedules are each to be placed in their own separate envelope or binder. Elaborate proposals in the form of brochures, previously printed marketing materials or other presentations beyond what is necessary to present a complete and effective proposal are not desired. The proposal should be complete and comprehensive, with a corresponding emphasis on being concise and clear

B. Management Response Part I

Proposers must follow the outline below for the management Response section of the overall proposal.

1. Transmittal letter
2. Table of Contents
3. Executive Summary
4. Prior Experience
5. Proposer References
6. Proposer Strength and Stability Form Part I
7. Written Agreement Required
8. Project Management Plan
9. Risk Management Plan
10. Proposed Project Staff
11. Conflict of Interest
12. Implementation Plan
13. Test Plans
14. Training Plan

15. System Documentation
16. System Administration
17. Maintenance and Support Plan
18. Proposal Checklist

1. Transmittal Letter

Each proposal must be accompanied by a transmittal letter signed in ink by an officer of the company who has the authority to commit the Proposer to the proposed project. The letter must provide the following information:

- The submitting Organization, including:
 - Full name, address and telephone number.
 - Date established.
 - Background of firm.
 - Ownership (public company, partnership, subsidiary, etc.).
 - If incorporated, state of incorporation.
 - Number of full-time employees on January 1 for the past 3 years or for the duration that the solution provider's firm has been in business, whichever is less.
- The name, title, telephone and fax numbers, and e-mail address of the person authorized to contractually obligate the organization.
- The name, title, telephone and fax numbers, and email address of the person authorized to execute the contract on behalf of the organization.
- The name, title, telephone and fax numbers, and email address of the person to be contacted for clarification.
- A statement that the company is willing to enter into an agreement with SLCo and/or a list of exceptions to the specifications in the RFP. (It is important to note that SLCo reserves the right to reject any proposal containing such exceptions or to require modifications before acceptance.) Any errata or exceptions must be stated in subsections 7 or 8 below. Exceptions must include references to the corresponding terms or provisions of this solicitation as well as suggested alternative language. Failure to provide suggested alternative language may cause the proposal to be deemed nonresponsive and rejected.

- A statement that the proposal shall remain valid for a minimum period of one year after the proposal closing date.

2. Table of Contents

A table of contents with reference to page numbers should be included as part of the proposal.

3. Executive Summary

The executive summary will condense and highlight the contents of the Management, and Functional response in such a way as to provide SLCo management and the evaluation team with a broad understanding of the entire proposal. **Cost information is not to be included in the executive summary.**

4. Prior Experience

This section will show that the Proposer meets the minimum requirement of having implemented, or in the process of implementing, the proposed or similar solution in at least 5 government environments of equal or greater size to SLCo within the last 5 years. Further to this, it should detail any additional experience the Proposer has in implementing the proposed solution. Specifically, the Proposer is to briefly describe:

- Prior provision of the proposed solution in production environments
- Experience interfacing with other applications. The Proposer must list the application name and provider of the application with which its solution has successfully interfaced in prior projects

In the event of multiple solution providers presenting a single combined response, SLCo highly desires one prime contractor to lead the proposed effort. Thus, the response must clearly indicate the prime contractor and subcontractor roles (if any) in the experience provided.

5. Proposer References

Proposers must provide **five** references from current or former clients by using the References Form (APPENDIX D). These references should include work implementing the proposed solution for at least five government environments of equal or greater size to Salt Lake County, based on annual budget, number of employees and number of users, within the last 5 years. See Section [VI Salt Lake County Background](#) for sizing metrics.

Please be advised that, for those Proposers invited for an interview and system demonstration, the SLCo RFP Committee will contact the solution provider references to confirm information. Solution providers must have satisfactorily completed or be in the process of completing the qualifying projects, as verified by the references, in order to receive evaluation points for the reference requirement.

6. Proposer strength and Stability Form Part I

Each Proposer must complete the Proposer Strength and Stability Form Part I (APPENDIX E). If the proposal involves multiple solution providers, the Proposer is to include relevant information for each solution provider.

7. Written Agreement Required

The selected Proposer must be willing to enter into a written agreement with SLCo and agree to all the terms set forth in the Standard Form RFP Agreement, attached to this RFP as "APPENDIX I". **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 SLCo 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.

8. Project management Plan

Proposers must provide a project management plan that includes elements of project management, quality assurance (QA), and scheduling. The project management plan should also identify communication items that the service provider will need SLCo to include in the project communication plan. The specific guidelines for the Proposer's project manager are included in the Proposed Project Staff subsection below.

Project Management

Proposers must provide a description of how they will successfully conduct the complex aspects of budget, scope, and aggressive schedule management, as well as the project management methodology to be utilized, including a list of any supporting software. This discussion shall include information about overall project management techniques, issue management approaches, status reporting, meeting facilitation, and staffing.

Quality Assurance

Each Proposer must include a description of the QA process to be utilized for the project tasks, schedule, deliverables, and testing in order to ensure that work related to the production of acceptable deliverables is on track and expectations are met or exceeded. The QA process is expected to be proactive to ensure not only that the schedule is met, but also that product and service quality is maintained.

Project Schedule

The project schedule must include a timeline identifying all major tasks, submitted in Gantt chart format. This schedule will contain a breakdown of all tasks and subtasks required to successfully complete the project, for each identified subtask, the Proposer shall include the following information:

- Resource assignment
- Milestones
- Key Dates
- Deliverables

Each Proposer is required to state its ability to meet this timeline and/or to discuss any foreseen risks in meeting this time line

9. Risk Management Plan

Proposers must describe how they will provide a risk management plan that minimally identifies all risks associated with implementing the proposed solution, the methods proposed to mitigate each risk, the probability each risk will occur (i.e., high, medium, low), and the impact each risk can have on the project (i.e., high, medium, low). Each environment option proposed may have different risks associated with it, and these risks must be included in the risk management plan. The risk management plan will be due 2 weeks after the contract is signed.

10. Proposed Project Staff

The proposed project staff shall include the account manager, project manager, lead trainer, technical architect, and all other key staff to be assigned to the SLCo project. Proposers must provide an outline of all proposed individuals, including their major areas of responsibility during the project and the percentage of time that each will be dedicated to the project.

Staff Preferences

Specific guidelines for the Proposer's project manager including the following:

- Must be able to demonstrate a history of successful projects of similar size, nature and complexity.
- Must be able to demonstrate a minimum of 5 years project management experience

Though not required, Project Management Professional (PMP) certification from the Project Management Institute (PMI) would be a value-added qualification.

Staff Resumes

Resumes of all key proposed personnel are required and must include the following, at a minimum:

- Experience with the solution provider
- Experience with projects related to purchasing, payroll and finance
- Experience with projects similar in size, scope and complexity to this project
- System design and development experience
- System implementation and support experience
- System integration experience
- Do not include personal information on resumes

Staffing Guidelines

Proposers should indicate any industry-acknowledged certifications (e.g. Capability Maturity Model integration [CMMI], PMP, International Organization for Standardization [ISO]) that the organization or key proposed personnel have attained or are actively pursuing.

The description of experience must include specific responsibilities of Proposer personnel and the number of years of their experience.

Each project referenced in a resume should include the customer name, customer reference (including current telephone number), and time period of the project, as well as a very brief project description.

SLCo reserves the right to approve or reject any changes to the Proposer's project manager or other key personnel after the contract is executed. SLCo also reserves the right to require key personnel changes, with reasonable notice to the Proposer, following contract execution if SLCo determines that such changes are in the best interests of the project.

11. Conflict of Interest

The following are the conditions relevant to conflict of interest matters:

- By signing the proposal, the Proposer certifies that no assistance in preparing the response was received from any current or former employee of SLCo whose duties relate/were related to this RFP, unless such assistance was provided by SLCo employee in his/her official public capacity, and that neither such employee nor any member of his/her immediate family has any financial interest in the outcome of this RFP.
- The proposal must state whether the Proposer or any employee of the Proposer is related by blood or marriage to a SLCo employee or resides with a SLCo employee. If there are such relationships, the Proposer must list the names and relationships of said

parties, include the position and responsibilities in the Proposer's organization of such employees, and state the employees' titles and termination dates (if applicable).

12. Implementation Plan

The Proposer must provide a detailed Project plan for implementation of the proposed solution, outlining the steps from the point of contract signing through complete acceptance and go-live of the future of the system. The implementation plan should also identify communication items that the Proposer will need SLCo to include in the project communication plan.

13. Test Plans

Comprehensive test plans of the proposed solution and its components must be provided, including the Proposer's approach to verifying that all requirements of the delivered system and its components are fully satisfied, Elements of the test plan must include:

- Inspections - to conduct visual and functional inspections of delivered equipment, certifications, documentation, etc.
- Functional Testing - to demonstrate each of the discrete functional capabilities of the system, including records management functions
- Operational Testing - to demonstrate the full operability of all integrated components in an operational environment and to validate associated user and maintenance documentation.
- Benchmark Testing - to demonstrate that the system meets or exceeds performance requirements, including throughput and response time and identification accuracy.
- Final Acceptance Testing - to demonstrate that system components are completely ready for production implementation.
- Security Compliance Testing - to demonstrate that the system components meet the various security requirements listed in APPENDIX B.
- An issue tracking system that is accessible to both the Proposer and SLCo.

Detailed Test Plan

A comprehensive test plan will account for unit, integration, and acceptance testing, as applicable. Test plans must be prepared and delivered for final review and acceptance and must include:

- An overview of each phase of testing, with an anticipated time frame for each phase, including specifications of Proposer and SLCo roles and responsibilities and a description of each test team as applicable.

- A specification of the facility and personnel requirements and test configurations that will be implemented to support phases of the testing
- A timeline for preparing detailed test procedures and execution of the testing.
- A plan of tracking, correcting, and retesting any defects.

Testing Procedures

Prior to commencement of testing, a comprehensive set of test procedures must be prepared and delivered for review, providing the specific steps that will be followed to perform each inspection, functional test, operational test, and benchmark test. The procedures also must establish test criteria that must be achieved for each individual test procedure.

Test Reporting and Remediation

At the conclusion of each phase of the testing, a test report must be compiled and delivered that includes:

- Completed and signed checklists of the Proposer, project manager and SLCo documenting the successful performance of each inspection or test.
- A detailed schedule for defect resolution and retesting

14. Training Plan

The Proposer must provide a training plan that delivers a series of technology and training sessions for support staff, as well as packaged training program to be implemented by SLCo for end users. Proposers are encouraged to deliver the training program as an online Web-based program.

The proposed training plan must include:

- Course descriptions and curriculum outlines for each training course
- An overview of the training program, including objectives, roles and responsibilities and facility requirements
- A plan for student testing and evaluation, including:
 - Train-the-trainer program for system users
 - Train-the-trainer program for system administrators
 - Directed and detailed software application training for programming staff

- Directed and detailed hardware training for system operation staff
- Directed and detailed database administrator (DBA) training
- A detailed training schedule and timeline
- Samples of training program materials, such as syllabus or course outline examples

15. System Documentation

Each Proposer must describe its overall approach to providing SLCo with a comprehensive set of user, system and management documentation, including a data dictionary. SLCo seeks both online or otherwise electronic documentation and hard copy documentation volumes. The online user documentation must describe the components, functions, system administration, and operation of the solution. Operations descriptions must include a list and description of all error conditions, as well as the associated error message displayed and the action required of the operator for each error condition.

In addition, SLCo expects that online documentation must be maintained and updated throughout the life of the system to reflect hardware/software version updates and modifications. A description of how this is to be accomplished should be included in the proposal.

Finally, each workstation with access to the system must be provided with complete online user documentation that is resident on the workstation or can be accessed via SLCo's internal networks.

16. System Administration

The Proposer must provide a description of the anticipated SLCo staff hours and skill set(s) required for system administration.

17. Maintenance and Support Plan

The Proposer must provide a description of a comprehensive maintenance and operations support program that includes:

- Preventive maintenance
- Remedial maintenance
- Help desk support
- On-site support staff

A detailed maintenance and operations support plan must be prepared and delivered for review and acceptance. The plan must minimally include:

- An overview of the maintenance and operations support program, including objectives, roles and responsibilities, and facility requirements
- A detailed preventive maintenance schedule for each system component
- A set of service level agreements outlining the requirements and plan for providing response and remediation of problems for each system component
- A description of on-site ongoing SLCo maintenance support staffing requirements.
- A procedure for warranty repair/replacement of defective components
- A problem escalation procedure
- Help desk plans and procedures
 - Issues resolved within 24 hours
 - Human response during standard business hours
- A comprehensive list of maintenance spares and consumable items
- On-site support staffing during system installation and implementation, as follows:
 - Project Manager - Minimum 1 full-time equivalent (FTE) in SLCo offices Monday through Friday/standard business days; also available by telephone 24 hours per day, 7 days per week
 - Support Staff - Minimum 1 FTE in SLCo offices Monday through Friday/Standard business days

18. Proposal Check List

The Proposer must complete and attach the Proposal Checklist (APPENDIX G).

C. Management Response Part II

Proposer strength and Stability Form Part II

Each Proposer must complete the Proposer Strength and Stability Form Part II which includes financial statements and annual reports for the past 3 years along with information regarding any pending litigation(s) (APPENDIX F). If the proposal involves multiple solution providers, the Proposer is to include relevant information for each solution provider. To request protected status for this information the proposer must include a copy of APPENDIX L Request for Protected Status.

D. Functional Response

Proposers must follow the outline below for the Functional Response section of the overall proposal. Following is a more detailed explanation of the information sought by SLCo in each subsection:

- Overall Solution Approach
- Functional Requirements Response

1. Overall Solution Approach

The Overall Solution Approach subsection of the Functional Response section will provide a comprehensive written description of the proposed solution and project approach. This should include a discussion of the Proposer's understanding of SLCo's needs and a definition of all services to be provided, Specific emphasis must be placed on:

- A description of the proposed solution and a discussion about how this solution addresses the requirements of the target environment
- How the Proposer will implement the required interfaces
- A description of the extent to which the proposed solution adheres to national standards.
- A discussion of how the Proposer will perform risk management, as well as mitigation and issues management
- Identification of any known/anticipated implementation and operational risks in the near and long term

Proposers can submit proposals for more than one overall approach; however, cost forms must be submitted for all alternatives proposed.

2. Functional Requirements Response

This subsection of the Functional Response section shall provide a comprehensive and written description of the Proposer's approach to satisfying functional requirements. Using the tables in APPENDIX B, each Proposer will indicate and explain the degree to which the application meets functional requirements and the effort required to ensure full requirements satisfaction. The Proposer will be rated how well they can meet each need by indicating whether they can support the functionality “out of the box”, with modifications, via a third party solution, via customization, in a future release, or not at all.

If the Proposer’s response is “Mod” or “CST”, then the Proposer must provide the estimated cost of the modification or customization for that line item under the “Additional

Comments” column. The Proposer is then instructed to add up all the per item costs and carry the sum forward to the “Services” tab in the Pricing Sheet, under the appropriate functional category (i.e.: Essential System 1, Essential System 2, or Optional Modules).

If the Proposer’s response is “FUT”, then the Proposer must include the estimated future release date for that line item under the “Additional Comments” column.

Proposers who intend to submit either an Essential System 1 or 2 should only address those functional areas that pertain to them.

INSTRUCTIONS	RATING LEGEND	
Complete the worksheet by placing an X in the appropriate column for each criterion. The X 's should represent the current state of a particular product or service.	SUP	Supported as delivered "out-of-the-box"
	MOD	Supported via modifications (screen configurations, reports, GUI tailoring, etc)
	3RD	Supported via a third party solution
	CST	Supported via customization (changes to source code)
	FUT	Will be supported in a future release (within 18 months of response date)
	NS	Not supported

Proposers are required to complete the Requirements worksheets (APPENDIX B) and include them with their submittal in Microsoft Excel format.

NOTE: Each functional requirement must be specifically addressed in the proposal, or an assumption will be made that the Proposer cannot accomplish the specification and/or deliverable. SLCo seeks solutions that meet all requirements with no or minimal customization required.

E. Technical Questionnaire

Each Proposer is to provide a structured description of the technical aspects of its proposed system by completing the Technical Requirements Questionnaire. This questionnaire is included as APPENDIX C and must be completed in its entirety by the Proposer.

F. Pricing Response

Pricing Schedules

Pricing is an important aspect of the overall evaluation of the Proposer’s response. Included in Appendix H of this RFP are the 8 pricing templates that must be used to provide the cost of the solution. Failure to use the provided pricing templates may characterize the response as non-

responsive and preclude the Proposer from further consideration. Please price the solution as accurately as possible as it may become the basis for the solution price. All project-related costs are to be included in the cost proposal. No additional charges will be allowed. Please provide the level of detail as defined in the pricing templates. Clarification will be sought for incomplete responses.

All prices, quotes, or proposals are to remain firm for one year after the closing date. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.

SLCo requires a proposal that includes a detailed pricing breakdown. SLCo also requires information necessary to understand all of the costs associated with the Management, Functional, Technical Response and Hardware sections of proposals.

For those Proposers who plan to partner with a system integrator or another software vendor offering one of the Essentials Systems, please combine all the costs and submit only one set of Pricing Worksheets.

1. Cost Summary Worksheet

This worksheet will automatically summarize the cost from all the other worksheets; therefore, it is not necessary for the Proposer to enter any data.

2. Software Pricing Worksheets

The Software Cost Worksheet is designed for the Proposers to break out the costs by Essential System 1, Essential System 2 and Optional Modules. Proposers shall include software cost as well as the associated maintenance cost for the first five years. The cost should reflect SLCo's desire to maintain production, test, development and disaster recovery environments.

The software license and costs must allow SLCo to utilize the software via direct and remote access by the required number of users and departments of SLCo, affiliates or any other person or entity which SLCo needs to allow access in order to provide the services required of the system.

Additionally, the Proposer should include a brief description of the software pricing methodology (license cost per seat, per named user, per module, per server, per site/organization, etc.).

The Proposer shall also include a brief description of the strategy for maintenance agreement pricing after the initial term of the maintenance agreement has ended or after additional software has been licensed.

The specific tabs addressing software costs are provided in the following tabs within the Software Pricing Worksheets:

- Software

- 3rd Party Software
- DBMS Software

Proposers that offer only Essential System 1, 2 or one of the Optional module components should fill the section(s) that is relevant to their solution.

3. Service Cost Worksheet

The Service Cost Worksheet is designed for the Proposers to break out associated service costs by Essential System 1, Essential System 2 and Optional Modules. The Proposer shall include all costs associated with the implementation of the software solution and provide a “not-to-exceed” amount to perform implementation, integration, roll-out, and other work identified in this RFP.

Service Costs cover all of the types of labor for each functional area that will be directly charged to the contract. The hourly rate associated with Service Costs shall represent the Proposer’s fully loaded rate, including overhead, profit, travel and all other incidental costs.

4. Hourly Rates of Proposed Staff

The Proposer shall provide the hourly rates of proposed staff in the Hourly Rates Price Sheet, including staff from subcontractors, if any, that will participate during the implementation. The hourly rates will be used to price any out-of-scope work that arises during implementation of the proposed solution. These rates will remain in effect for the duration of the implementation effort and shall include overhead, profit, travel and all other incidental costs.

5. Proposed Payment Schedule

The Proposer shall use the Payment Schedule Worksheet to provide a payment schedule based on defined deliverables. No payment shall be made in advance of work performed. No less than the remaining fifteen (15%) of the total purchase price shall be due upon final acceptance of the proposed system by SLCo. The proposed system shall be defined to be finally accepted by SLCo after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-builts, training, and system documentation. SLCo shall be the sole judge of whether all conditions for Final Acceptance criteria have been met.

In addition to using these templates to provide the specific information requested, the Proposer is expected to use their own document format to discuss any additional information or supporting schedules that would clarify any ambiguities and assist SLCo in obtaining a better understanding of the Proposer’s cost philosophy. Please note that the templates must be completed – only additional clarifications to pricing should be discussed outside of the templates.

6. Proposed Payment Schedule

The vendor shall use the Hardware Price Worksheet to submit all estimated costs associated with the hardware and operating system required to support the proposed solution. Estimates should reflect SLCo's desire to maintain production, test, and development. The installation and configuration of the hardware should be included under the "services" tab of the Cost Worksheet.

Please Note: *SLCo may choose to purchase the hardware separately through established contracts.*

XI. Proposal Submission

Each individual proposal consists of 3 submissions:

- **Management Part I, Functional Response Part I, and Technical Questionnaire** all in a single binder with tabs delineating each section.
 - Proposers are to submit **19 paper copies and 2 CDs with electronic copies.**
- **Management Part II** in a sealed envelope or clearly marked binder
 - Proposers are to submit **5 paper copies**
- **Pricing Schedules** in a sealed envelope or clearly marked binder
 - Proposers are to submit **5 paper copies and 2 CDs with electronic copies.**

Proposers are to submit their proposal no later than 1 p.m. Mountain Standard Time on Friday January 6, 2012 at the Office of Contracts and Procurement, 2001 South State Street, Room N4500, Salt Lake City, Utah 84114. No responses will be considered after the closing date and time.

Sealed and Marked Packaging: proposals shall be sealed and clearly marked "**Purchasing, Payroll and Finance Software**" on the outside of the package and on the body of the proposal. All copies shall be put into **one or two** box(es) and sealed; do not put each proposal copy in a separate sealed package.

By submitting a proposal to this RFP, the 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 SLCo. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. The 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 one year after the closing date. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.

C. Costs

Proposers bear 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 SLCo and the selected Proposer. 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: SLCo will make any changes or modification to the RFP will by written addendum. The Proposer submitting a proposal based on any information other than that contained in SLCo'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 SLCo 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: The 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 SLCo.

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. The Proposer certifies 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 SLCo 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, SLCo has implemented environmentally responsible procurement practices. Please refer to APPENDIX K.
- M. Preference Given For Health Benefit to Employees:** Please refer to APPENDIX J to request the preference for providing health benefits to Employees.
- N. Local Preference:** To request local preference, complete and attach documentation as described in APPENDIX M.

XII. Evaluation and Scoring Criteria

Proposals will be evaluated, scored, and ranked by a Selection Committee according to the relative weights shown in the table below. Up to four Proposers will be invited for an interview and system demonstration. SLCo reserves the right to request a best and final offer. Once the evaluation process is complete, the selection committee will provide a recommendation to the proper signing authority for consideration and approval.

Scoring Category	Weight
Functionality	30%
Pricing	30%
Experience and Resources	10%
Management Approach/Schedule	10%
Training, Documentation and System Administration	10%
Customer Support/Warranty and Maintenance	5%
Technical Approach	5%

Evaluation factors in each scoring category are discussed below.

Functionality (30 Percent)

- The functionality of the proposed solution, including a quantitative analysis of the Proposer's response to this RFP (i.e., the ability to meet functional requirements noted

within the proposed base package, the number of requirements met through modification, the number of requirements met through a third party solution, the number of requirements met through customization, the number of requirements offered in a defined future release, and the number of requirements not met).

Pricing (30 Percent)

- Onetime project costs, including software licenses, services and hardware.
- Ongoing costs for maintenance, operations and support for 5 years

*Pricing for each Essential System proposed may be scored independently or as a combined offering at the sole discretion of SLCo.

The points assigned to each Proposer(s) Pricing proposal will be based on the lowest proposed price. The offeror with the lowest Proposed Cost Fee will receive 100% of the Pricing points. All other offerors will receive a portion of the total Cost Fee points based the lowest price divided by the Proposers price multiplied by the total possible points.

L =Lowest Price

P=Proposer Price

T=Total Possible Price

$$\text{Score} = L/P * T$$

Experience and Resources (10 Percent)

- The quality and relevance of references
- The Proposer's ability to successfully implement the solution, as demonstrated by implementation of the proposed or similar solution in at least 5 government agencies of equal or greater size within the last 5 years
- The Proposer's demonstration of extensive system design and development experience
- The Proposer's demonstration of extensive system implementation, configuration and support experience
- The Proposer's demonstration of extensive system integration experience
- The Proposer's demonstration of extensive project management experience
- The financial stability and resources of the Proposer

Management Approach/Schedule (10 Percent)

- The Proposer's demonstration of how it has consistently utilized and adhered to industry-accepted project management methodologies and best practices (e.g. PM) on previous projects
- The reasonableness and completeness of the Proposer's proposed schedule
- The appropriateness of the overall approach the Proposer proposes to take for each task of the project
- The demonstrated ability of the Proposer to perform the services within the proposed schedule while adhering to the terms, conditions and requirements of the specifications listed

Training, Documentation, and system Administration (10 Percent)

- The amount and extent of user training offered
- The quality and extent of the documentation to be provided
- The extent of the effort required to perform system administration functions

Customer Support/Warranty and Maintenance (5 Percent)

- The level of service and responsiveness that the Proposer commits to providing SLCo
- The qualifications, experience, and technical expertise of the solution Proposer's customer support staff
- The ability of the Proposer to provide long-term maintenance support to SLCo
- The proposal for on-site support staff required by SLCo
- The Proposer's process for providing new releases of the software
- The Proposer's process for providing systems life cycle management, including equipment refreshing

Technical Approach (5 Percent)

- The design and capabilities of the proposed application software, including a quantitative analysis of the Proposer's response to this RFP (i.e., the ability to meet functional requirements noted within the proposed base package, the number of requirements met through modification, the number of requirements met through a third party solution, the number of requirements met through customization, the number of requirements offered in a defined future release, and the number of requirements not met).

- The level of integration between modules
- The Proposer's methodology and capability to provide interfaces and data exchange with internal and external systems
- The Proposer's methodology and capability to ensure the least amount of business disruption during implementation
- The adherence to industry standards
- The extent and capability to provide interfaces based on XML and industry standards
- The consideration of value-added services that may be provided within responses
- The hardware design including production, test and development environments, capability and functionality of the overall proposed solution
- The Proposer's current technological position and future direction
- The Proposer's response to the Technology Questionnaire (APPENDIX C)

Note: SLCo seeks those solutions that minimize or fully eliminate the use of proprietary architectural and data standards. In addition, SLCo seeks solutions that require minimal customization.

XIII. Notice to Proposers

A. Government Records Access and Management Act (GRAMA)

SLCo 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, SLCo is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to SLCo is considered a "public record" under GRAMA. Any person who provides to SLCo 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, SLCo has provided a Business Confidentiality Request Form which is attached to this RFP as Appendix L. **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 SLCO. ALL PROPOSED COSTS/PRICING/FEEs SUBMITTED TO THE SLCO SHALL BE CONSIDERED PUBLIC RECORDS.**

B. Notice to Retirees of Utah Retirement Systems (“URS”)

SLCo is a URS “participating employer.” Entering into an agreement with SLCo 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 SLCo 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 SLCo 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 SLCo.

D. Ethical Standards

Proposer represents that it has not: (a) provided an illegal gift to any SLCo officer or employee, or former SLCo officer or employee, or to any relative or business entity of a SLCo officer or employee, or relative or business entity of a former SLCo 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 SLCo Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any SLCo officer or employee or former SLCo 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 SLCo 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 SLCo is prohibited from making campaign contributions in excess of \$100 to SLCo 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.

XIV. Insurance Requirements

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 SLCo.
- B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:
 - a. Currently rated A- or better by A.M. Best Company;
 - OR—
 - b. 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 SLCo, 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 SLCo, 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 SLCo, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to SLCo.
- 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 SLCo in a manner approved by the Salt Lake County District Attorney.
- G. In the event Contractor fails to maintain and keep in force any insurance policies as required herein, SLCo 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 SLCo 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 SLCo, 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.** Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence for property damage, or a single combined limit of \$1,000,000.

APPENDIX A

Current Environment

Financial Accounting/General Ledger/Accounts Receivable System (Advantage Financial or “AFIN”)

SLCo’s Financial Accounting/General Ledger/Accounts Receivable System (Advantage Financial or AFIN) is produced and marketed by CGI-AMS of Fairfax, Virginia. CGI-AMS is a large software vendor specializing in government information systems. SLCo acquired LGFS in 1982 (the former version of AFIN.) LGFS was implemented in January 1983. Advantage Financial 2.0, a major new release, was implemented in December, 1998. Currently SLCo uses release 2.2 of Advantage Financial.

AFIN is a complex set of software programs written in COBOL II programming language, which creates a series of ledgers and tables which process and report all budgeting and accounting transactions. The Auditor, Division of Fiscal Accountability and Compliance maintains nearly all the master tables relating to daily operations of AFIN, including security, accounting system options, chart of accounts, report distribution, accounting controls, etc. The Auditor, Division of Budget, Analytics and Compliance maintain the master tables relating to budgetary controls and appropriations. Information Services maintains tables relating to the core operating system, as well as providing on-site technical assistance, custom programming, and operations needed to perform nightly and periodic closing of cycles, and processing reports.

AFIN is the core accounting system, and other financial subsystems are either a part of AFIN or interface with AFIN. AFIN is the “backbone” of the various financial-related systems in SLCo into which financial transactions flow. Cost Accounting, Fixed Assets, Accounts Receivable, and some Budget functions are a part of AFIN and benefit from real-time update. Advantage Procurement, Payroll, Treasurer, BRASS, Auditor Cash Register and other miscellaneous front-end systems are subsystems of AFIN and update AFIN in a batch process.

AFIN is a character-based mainframe system. AFIN is not fully integrated with Advantage Procurement (Contracts & Purchasing), BRASS (Budget Preparation), Payroll and other subsystems. CGI-AMS is strongly encouraging their clients to transition to their new browser-based financial management system. CGI-AMS prefer their customer base move to the browser based product and may eventually take the position in which they would no longer support their character-based system. In view of this and other considerations, CGI-AMS is offering maintenance on the AFIN products only in the short term.

CGI-AMS is encouraging all Advantage clients to migrate to the new browser-based Advantage 3.X product. This is the browser-based enterprise resource planning product designed for the public sector. If CGI-AMS were to discontinue support for Advantage 2.2, and SLCo has taken no other action, County Information Services would be expected to maintain the system.

Purchasing/Accounts Payable System

Contracts & Procurement purchased the new browser-based version of CGI-AMS's procurement system (known as Advantage) to meet purchasing needs and (assuming SLCo would also implement the browser-based core financial system) it would eventually seamlessly interface with the financial system (the general ledger).

The Advantage Procurement implementation went live February 2004. The software replaced the GEAC purchasing system, which, in essence was a "dying" system, and for which the maintenance had become prohibitively expensive. Even though the "new" purchasing system (Advantage) and the current financial system are both CGI-AMS products, the two systems utilize different technologies and are not fundamentally compatible. We continue to use an interface to move data from the purchasing system to the financial system, which creates inefficiencies.

Advantage Procurement is designed with a complex database and runs on a server maintained by Information Services. It operates within the J2EE environment (an enterprise version of Java programming language), and runs under WebSphere application server. It is used throughout SLCo to process transactions from initiating requisitions (the purchasing function) through final payment to vendors (the accounts payable function). The payment data then flows through the interface to the "old technology" core financial system. The financial system then reports this type of information to fiscal managers for budget monitoring and financial management purposes. Reports present budget-to-actual information, expenditure detail, outstanding encumbrances, etc.

Contracts & Procurement is responsible for oversight and administration of the software, except for Security settings. During implementation it was determined the Auditor would be responsible for Security. This decision was primarily made in anticipation of SLCo later installing the compatible version of the browser-based CGI-AMS core financial system.

The major benefits of the procurement software are:

- Reporting and querying capability (currently using a Business Objects product CGI-AMS has named info Advantage). Through this tool, managers are able to access needed data to monitor activity and performance.
- Budget data, though only updated every 24 hours (due to the need for the interface between different technologies), is available in the purchasing system to check against all purchase orders and contracts, as well as subsequent payment requests.
- Documents can be assigned to go through a workflow process, so proper approvals are made by authorized individuals.

The major weaknesses of the procurement software are:

- It is more cumbersome to input documents as there are many screens to scroll through.
- Data compared between the purchasing and financial systems is not entirely reliable, due to the two programs being based on different technologies and not seamlessly integrated.

- The upgrade process is extremely difficult. It has been very expensive to have an CGI consultant provide help with the upgrades.

Currently SLCo uses Advantage Procurement version 3.5.1.

Budget Reporting and Analysis Support System (BRASS)

In 2001 SLCo acquired the BRASS product from American Management Systems (now CGI-AMS). BRASS has been used for budget preparation and analysis in SLCo since fall 2001 with the beginning of the 2002 budget cycle. The system features a central database and reporting tools that allow the budget process to be transparent to the entire organization. The software is quite flexible and has been customized substantially to meet the needs of SLCo in terms of budget process, program budgeting, performance measurement, and salary and benefit forecasting.

Once the budget has been adopted after the linear process, the data is passed from BRASS to the core financial system (AFIN) for on-going budget monitoring and control. AFIN then reports management information such as budget-to-actual information, outstanding encumbrances, etc. AFIN passes data back to BRASS to track financial information at the Program level by using the combination of activity codes (in AFIN) and program codes (in BRASS).

The BRASS database is Microsoft SQL Server. The architecture is client-server with the application logic residing on each client computer. The programming language used for BRASS is PowerBuilder, a product of Sybase.

Currently, the system meets our needs for budget preparation and analysis. That is not to say it is perceived to be a perfect system, but it has proven adequate. The acquisition and implementation of BRASS is a strategic step forward over the old system of paper forms and spreadsheets.

CGI-AMS has a web-based product which is planned to become the successor to the BRASS system. However, they are still supporting the BRASS system and probably will for some years to come due to a substantial client base, not all of whom need the features of the web-based product. We anticipate that we have approximately three years before we would see a need to upgrade or change to the browser-based system. Until then, we plan to improve and enhance the current system based on the capabilities already there.

Payroll and Human Resource

Salt Lake County currently has a mainframe-based "in-house" custom-developed Payroll/HR system. Some of the main features of the P/R system include multiple time card functions and electronic time card types which interface with the general ledger/core financial system Advantage Financial Reporting (G/L). It also provides flexible workflow for all personnel actions, payroll history, salary calculations, vacation/ sick accruals, usage and payout calculations, terminations, and the ability to process mass actions. This system has numerous other calculations of pay such as additional earnings (mileage reimbursement), insurance premiums, overtime in accordance w/FLSA, 125 flexible savings account, charity deductions, wage assignments/garnishments and others. It provides for direct deposit, check generation for deduction agencies, manual checks, check void and adjustments interfaced with the G/L.

With respect to accounting functions, the system interfaces with the G/L for account validation, creates accounting entries, and generates labor distribution based on time entry or percentage.

The Human Resources features include title and allocation information, personnel evaluation tracking, and automated merit raises. It also covers employee benefits, such as insurance tracking and payments, 125/cafeteria tracking and payments, self pay insurance and retiree insurance tracking.

The "in house" payroll system also provides several "Help" processes. These include gross to net calculations, retroactive pay and workers compensation pay calculations. Employees have access to certain personal information such as personal data, pay history, insurance, flexible savings, and gross to net. This system can also be accessed via ad hoc queries using QMF for Windows v.8.1

The Human Resource & Payroll System was programmed by County Information Services (IS), and is maintained by IS under the direction of the Auditor and Personnel. It was originally written in COBOL. Improvements since approximately 1993 have been programmed in NATURAL, a 4th generation language from Software AG. Payroll data are also stored in DB2 relational database to assist with reporting. Improvements since 1993 include a time reporting system and later an electronic employee time card entry system, an on-line Time and Attendance Register which interfaces with the time card system, an on-line personnel action workflow system (referred to as CP4s), various help screens to aid in retroactive pay and workers compensation calculations. The job allocation system was recently redesigned and moved to a relational database. An Employee Self Serve application was recently developed to give employees access through their browser to selected payroll information, including historical check stubs, on SLCo Intranet. It is intended that more will be added to this application.

The purpose of the Payroll/HR system is to compensate County employees accurately and timely and to provide extensive options for deductions, and disbursement of their earnings as requested by the employee in compliance with State, Federal and County policies. Personnel information and data are used for employment reporting. Personnel files are secured to provide a detailed history and reporting mechanism for all County Employees.

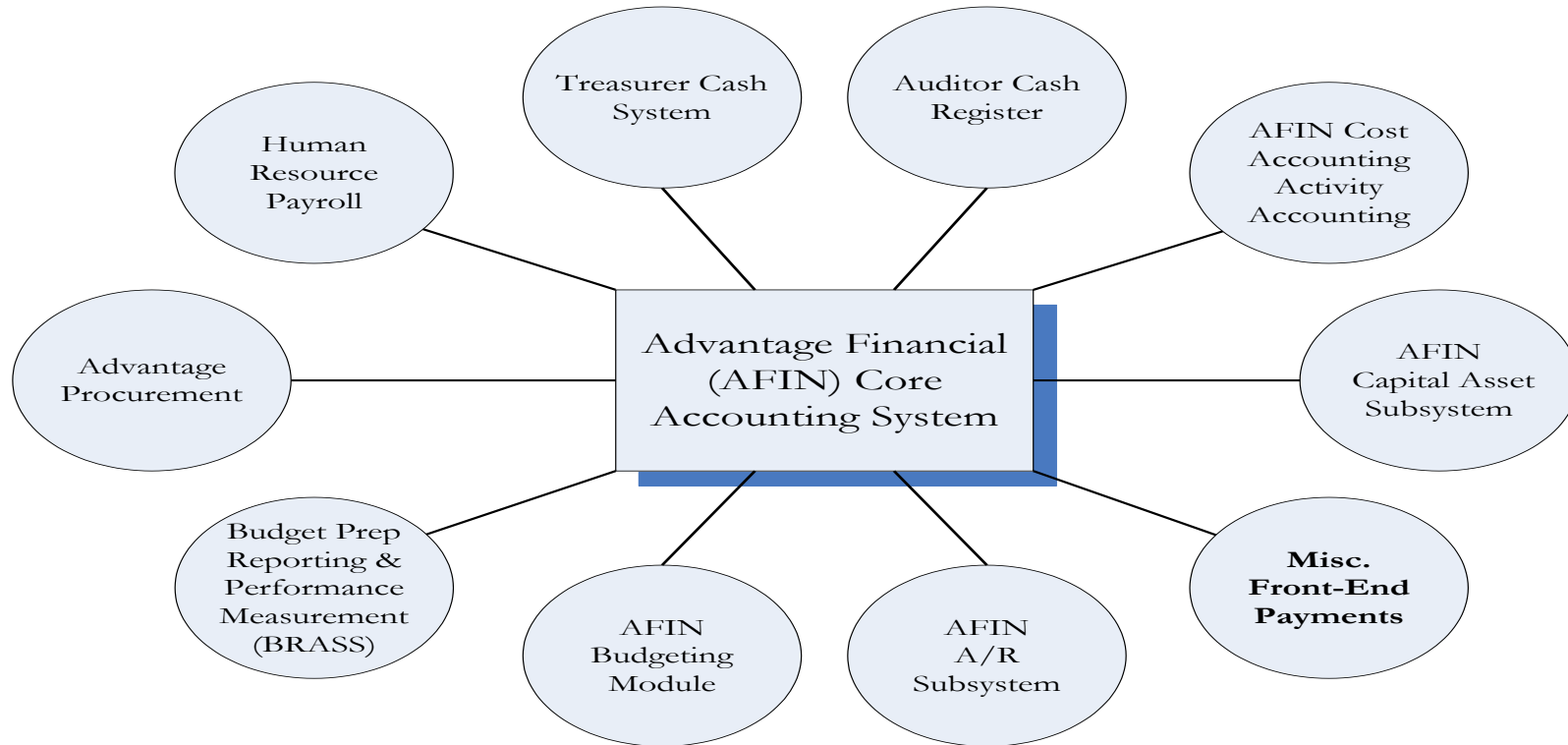
Salt Lake County Purchasing, Payroll, and Finance Platforms

	General Ledger/Core Financials (AFIN)	Purchasing System (Advantage Procurement)	Budget Preparation (BRASS)	Human Resources /Payroll	Cash Register (Auditor)
Software/ Vendor	Advantage Financial 2.2 CGI-AMS	Advantage Financial 3.5.1 CGI-AMS	CGI-AMS	Custom, In-House	AlphaCorp
Architecture	Mainframe	Client-Server	Fat Client/RDBMS Server	Mainframe	Standalone PC with mainframe connectivity
Hardware Description	zSeries S900	Windows 2003 Servers	Intel Servers; Client runs on Windows	zSeries S900	Intel PC
Operating System	Z/OS	Windows, Websphere	DBMS runs under windows 2000	Z/OS, Windows, Websphere	Windows 2000
Software, ie language	Cobol	J2EE/JAVA	Power Builder-Sybase	Natural, COBOL, JAVA	Visual Basic 6.0, interface is COBOL
Database	DB2-Z/OS 9.1	SQL Server 2000	SQL Server 2005	DB2 – Z/OS 91	Microsoft Access 2003
Reporting Tool Used	QMF for Windows 8.1	InfoAdvantage (Business Objects)	InfoMaker	QMF for Windows 8.1	Crystal Reports

Salt Lake County Purchasing, Payroll and Finance Volumes and Usage

Volumes: Usage	General Ledger/Core Financials (AFIN)	Purchasing (Advantage Procurement)	Budget Preparation (BRASS)	Human Resources /Payroll	Cash Register (Auditor)
Approx # of Users	260	250	123	50 [up to 100]	5
Estimated Concurrent Users	30	75	5-20 depending on budget calendar (time of year)	50 [up to 100]	1
Transactions/ Documents processed per month	JVs = 450; Invoices = 35; Fixed Assets = 200; Total all financial transactions average per month = 10,400 [66,00 line entries in G/L]	P.O.s and D.O.s(contract releases etc) - 2,300; requisitions = 400; payment vouchers = 3,120	8,500 direct entries during fall budget session. 2,000 position record edits.	Human Resources: Personnel actions = 2,300 Performance evals = 375 Payroll: Checks = 6,200 Direct Deposit = 6,200 Master file transactions = 450 W2s = 84000	500
Number of reports (Paper & Page Center)	230 Misc reports (Spending Plan etc.); 134 "Packets" to individual fiscal employees; 34 standard reports (those on COLD)	70 on-line reports	These are printed on-demand by local user, and seasonal. Numbers not tracked by the system.	Human resource: 10 personnel Action Reports Payroll: 120 standard P/R/reports; 240 T&As; 240 Pay summaries;	5%
Percent of documents processed real time	Almost all documents are processed real-time, approximately 92%; payroll JV and Labor distribution JVs are batch; 10% of fixed asset documents are real-time	All documents processed real time	All BRASS data is supported real-time. Salary and benefits reports subject to projection, duration and schedule.	98%	Most transactions are batch on the stand-alone PC; 10% are real-time transactions updating AFIN
Number of years data is maintained in production	6	6	Budget input is rolled over yearly. Historical data added to yearly, kept indefinitely.	23 years on current system (1988 forward)	4
Number of separate units	Funds - 48; Separate budgetary units (organizations) = 138	Funds - 48; Separate budgetary units (organizations) = 138	Funds - 48; Separate budgetary units (organizations) = 138	Funds - 48; Separate budgetary units (organizations) = 138	Funds - 48; Separate budgetary units (organizations) = 138

Salt Lake County Systems Interrelationships



The circle labeled “Misc. Front-end Payments” represents custom, sub-systems developed in-house by County Information Services to make payments for the following purposes. These applications are decentralized from the normal Accounts Payable/Disbursement system because of their unique needs and unique design.

- The Healthy Lifestyle rebate payments to employees
- Workers compensation payments to employees for wages, and to medical providers
- Payments to Election Judges

APPENDIX B

Functional Requirements

An Excel spread sheet with functional requirements for this RFP is available at cp.slco.org

APPENDIX C

Technical Requirements Questionnaire

Question ID	Question/Response
<i>Software Architecture</i>	
SA1	Please describe the application architecture(s)/ Also, indicate whether the application is client server and/or n-tiered.
SA2	Is the user interface browser-based? If yes, please indicate which portions of the user interface are browser based (e.g. public access) and for which browser, if any, is it optimized.
SA3	Please describe your development methodology, tools (please indicate versions), and languages.
SA4	Please describe the application's print requirements.
SA5	Where does the application reside? Describe the application's presentation, business logic and data layer. Provide an architectural hardware/software drawing.
SA6	Please describe the application security architecture. Please include password management, encryption, database connectivity and security in your response.

Question ID	Question/Response
SA7	How many concurrent users can the proposed solution accommodate?
SA8	Is the application scalable? Please describe
SA9	Does the system require additional software to operate correctly? Please describe the functionality that the software serves and the version(s) supported.
SA10	Please list all software and versions required to run the application.
SA11	Please describe the typical upgrade process, for minor version upgrades. Assuming a Major.minor.internal versioning scheme. Include customer and vendor resources required to complete the process.
SA12	Please describe the management and configuration of reports and form templates used for document generation.
SA13	Please Describe in detail the software license model.
<i>Hardware Architecture</i>	
HA1	Salt Lake County prefers a VMWare solution. Can the solution be deployed in a VMWare environment. Has the proposed solution been deployed in a VMWare environment?

Question ID	Question/Response
HA2	Please describe the ideal hardware architecture and configuration for your proposed solution.
HA3	Please list the specific hardware components necessary to implement the proposed solution. Please include the make and model of the hardware components and the recommended configuration (processors, speed, memory).
<i>Communications</i>	
Com1	Please describe which communication protocols are required.
Com2	Please describe the method used to communicate to the database server(e.g. Open Database Connectivity [ODBC], Native Application Programming Interface [API]).
<i>Database</i>	
DB1	Please describe the database solution proposed for this project. Further, explain why that solution will best meet the needs of Salt Lake County.
DB2	Please indicate the make and version of the RDBMS you are proposing. Further, indicate the recommended hardware configuration for the RDBMS (processors, cache speed, memory).
DB3	Please describe any requirements to operate your proposed database solution.

Question ID	Question/Response
DB4	Can database backups be performed online without DBMS downtime?
DB5	Please describe your solution's use, if any, of the RDBMS stored procedures, triggers, referential integrity, and database transactions.
DB6	Please describe how the application tier connects to the RDBMS to ensure secure access to the database data.
DB7	Please describe how the data stored within the RDBMS is secured.
DB8	Please describe how your application supports database concurrency.
DB9	Please describe how your solution supports database replication.
DB10	Please describe your strategy/timing for supporting any upcoming releases of your preferred RDBMS solution.
<i>Network Operating Systems</i>	
NOS1	What network operating systems (NOSs) are supported?

Question ID	Question/Response
NOS2	Does the proposed solution have NOS requirements?
<i>Workstation</i>	
WS1	What is the recommended workstation to support the application?
WS2	If the solution utilizes a Web browser, please indicate the type and version of the supported browsers.
WS3	Does the application require any software ore registry entries on the desktop? If yes, please describe.
<i>Network</i>	
Net1	Does your application support Dynamic Host Configuration Protocol (DHCP)?
Net2	Please describe the firewall configurations necessary for operations. Please include any additional configuration and port requirements for a public access component.
Net3	Please project the minimum, maximum and average bandwidth between server and client for the following scenarios: Application startup, standard inquiry, and image display.
<i>Storage/Backup/Recovery</i>	

Question ID	Question/Response
Stor1	Please describe the optimum storage for the proposed solution.
Stor2	Please list the recommended hardware and specifications necessary to implement the proposed solution.
Stor3	Please describe the preferred enterprise back and recovery solution.
Conversion/Response Time/Audit Capability/Escrow	
Conversion	What tools and methods do you plan to use to complete data conversions?
Response Time	What is the longest response time for processing a transaction within the application? What is the time measurement from the time the enter key is pressed until the screen is presented for viewing?
Audit Capability	Please describe the auditing capabilities within the proposed solution.
Escrow Options	Please describe your current source code Escrow options

APPENDIX D

Reference Form

Note: Proposer must provide information for a minimum of five relevant references but can provide additional references as appropriate.

References		
1.	Name of Client Agency	
	Application Name	
	Client Address	
	Client Contact	
	Contact Phone Number	
	Contact E-Mail	
	Number of Years Contracted	
	Applications Modules/Functions Operational	
	Total Contract Value	
	Number of Users	

References		
2.	Name of Client Agency	
	Application Name	
	Client Address	
	Client Contact	
	Contact Phone Number	
	Contact E-Mail	
	Number of Years Contracted	
	Applications Modules/Functions Operational	
	Total Contract Value	
	Number of Users	

References		
3.	Name of Client Agency	
	Application Name	
	Client Address	
	Client Contact	
	Contact Phone Number	
	Contact E-Mail	
	Number of Years Contracted	
	Applications Modules/Functions Operational	
	Total Contract Value	
	Number of Users	

References		
4.	Name of Client Agency	
	Application Name	
	Client Address	
	Client Contact	
	Contact Phone Number	
	Contact E-Mail	
	Number of Years Contracted	
	Applications Modules/Functions Operational	
	Total Contract Value	
	Number of Users	

References		
5.	Name of Client Agency	
	Application Name	
	Client Address	
	Client Contact	
	Contact Phone Number	
	Contact E-Mail	
	Number of Years Contracted	
	Applications Modules/Functions Operational	
	Total Contract Value	
	Number of Users	

APPENDIX E

Proposer Strength and Stability Form Part I

No.	Information Requested
Overview	
1	Company name.
2	Address.
3	Telephone number.
4	Contact person.
5	E-Mail address.
6	Parent company or corporate headquarters.
7	Address.
8	Telephone number.
9	Contact person.
10	Telephone number.
11	E-Mail address.
12	Information about any local branch offices or support centers that might serve an account in the western United States. Include number of employees and type(s) of services provided.
13	Name, address and telephone number of each principal.
14	Year company established and any former names
15	Number of years the company have been in the software business.
16	Type of company (public or private).
17	Amount/Percent of sales reinvested into research and development.
18	State and type of incorporation.
Personnel	
19	How many employees does the company currently have?
20	How many employees provide customer support?
21	How many employees provide customer technical support?
22	How many employees perform research and development?
23	How many employees perform project management
24	How many employees perform project implementation
25	What is the total person years of experience for proposer company's employees (e.g. five support people with 3 years each = 15 years)?
26	How many persons will be dedicated to SLCo
Customer Support	
27	Are there user groups in place for the proposer's hardware/software?
28	Does the offeror provide toll-free telephone support?
29	What are the hours of support (e.g. 9 a.m. to 5 p.m.
30	How is after-hours support provided?
31	How are support calls classified?

32	How are support calls escalated in an emergency?
33	What is the average response time to calls?
34	What is the average service call resolution time?
35	Will SLCo have direct access to dedicated support personnel to solve a particular issue?
36	Does the offeror provide online access to general information and troubleshooting tools (e.g. searchable knowledge base, frequently asked questions (FAQs), training materials and manuals)?
37	What is the duration of the warranty?
38	When does the warranty begin?
39	What is included in the software warranty
40	What are the specifics for items to be typically performed for upgrades of the package?
<i>Proposer Implementation History</i>	
41	How many years has the proposer been implementing financial solutions?
42	How many financial installations has the proposer implemented
43	How many years has the proposer been implementing payroll solutions?
44	How many payroll installations has the proposer implemented
45	How many installations of financial, payroll or both is the proposer currently implementing

APPENDIX F

Proposer Strength and Stability Form Part II

No.	Information Requested
Overview	
1	Financial statements and annual reports for the past 3 years.
Pending Litigations	
2	How many pending litigations has the company had in the past 5 years? Proposer is to attach a separate document with the details of each situation (client name, date and description/cause).
3	How many times has the company been subject to liquidated damages in the past 5 year? Proposer is to attach a separate document with the details of each situation (client name, imposed amount, imposed date, collected amount, date collected, and description/cause).

APPENDIX G

Proposal Checklist

No.	Description	Yes	No
Management Response Part I			
1	Transmittal Letter		
2	Table of Contents		
3	Executive Summary		
4	Prior Experience		
5	Proposer References (Appendix D)		
6	Proposer Strength and Stability Part I (Appendix E)		
7	Exceptions to Requirements of the RFP		
8	Exceptions to the Terms of the SLCo Sample Contract		
9	Project Management Plan		
10	Risk management Plan		
11	Proposed Project Staff		
12	Conflict of Interest		
13	Implementation Plan		
14	Test Plans		
15	Training Plan		
16	System Documentation		
17	Maintenance and Support Plan		
18	System Administration		
19	Proposal Checklist (Appendix G)		
Management Response Part II			
1	Proposer Strength and Stability Part II (Appendix F)		
Functional Response			
1	Overall Solution Approach		
2	Functional Requirements Response (Appendix B)		
Technical Questionnaire			
1	Technical Questionnaire (Appendix C)		
Pricing Schedule			
1	Pricing forms (Appendix H)		
Other Considerations			
1	Preference Given for Health Benefit to Employees Form		
2	Local Preference Form		

APPENDIX H

Pricing Schedules

An Excel spread sheet with all Pricing Schedules for this RFP is available at cp.slco.org

APPENDIX I

Salt Lake County Sample Contract

County Contract No. _____
DA Log No. 2011-_____
DA Standard Form No. 2010-3732

AGREEMENT
Between
SALT LAKE COUNTY
And
[NAME OF CONTRACTING ENTITY]

This Agreement is entered into this _____ day of _____, 2011, 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 jointly 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 two (2) additional two-year terms upon the same terms and conditions. Contractor may present justification for a cost of living increase for each renewal term.

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 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. 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 (2011). 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 (2011).

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 (2011); 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 (2011). 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

16.1 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.

16.2 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 (2011), 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 (2011). 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) (2011). 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 (2011). 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:	<i>[Name and Address]</i>

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

Contractor

By: _____

Title: _____

APPENDIX J

Preference Given for Health Benefit to Employees

The SLCo 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 benefits¹ 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 percent 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 percent 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 more than \$50,000 higher than that of the lowest offeror who does not claim a preference for award of this contract.

Please refer to Section VIII - Evaluation Criteria of this 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 employees with at least catastrophic health benefits as previously defined.

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

Your proposal must state if you are requesting the 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.

¹ "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 catastrophic event"

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 previously defined.

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

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

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

APPENDIX K

Environmentally Responsible Procurement Practices

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:

- 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.

APPENDIX L

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: _____

APPENDIX M

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: _____

Question and Answers for Bid #SG11133 - Purchasing Payroll Finance and HR System

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Dec 14, 2011 1:00:00 PM MST