



SLCoLibrary.org: Graphical Design for Kid's and Teen's Sites

REQUEST FOR PROPOSAL

I. Background

The mission of the Salt Lake County Library Services ("SLCLS") and its online, virtual branch, SLCoLibrary.org ("the site") is to make a positive difference in the lives of our customers by responsively providing materials, information, and services at community libraries located throughout the Salt Lake Valley and/or via the Library's World Wide Web site.

The site serves as the primary connection for many of our patrons and as an information source for people from around the world. There are more visitors to this virtual library than to all physical library locations combined, serving more than 500,000 diverse patrons, including seniors, adults, teens and children.

The site serves numerous purposes, including finding and reserving books, accessing library account information, finding librarian-created content, reviewing branch location hours and locations, downloading electronic materials, and more. The site is an information-rich and service-rich repository.

The site extends the services of the library beyond regular hours of operation by enabling customers to access the online catalog, make comments, suggest resources for the site and for our collections, and ask reference questions. To ensure site accessibility to as many customers as possible, the site incorporates the W3C Accessibility Guidelines ("WCAG"—www.w3.org/WAI/intro/wcag.php).

The virtual branch accommodates two specialized user groups; children and teenagers. These users have different needs, interests and lifestyles than adult patrons and, as such, need a different type of web experience.

II. Purpose

SLCLS is seeking a qualified design firm to create an up-to-date and consistent "look and feel" or Graphical User Interface ("GUI") for a kid's web site and for a teen's web site for a total of two sites. As a vital resource to our patrons, the user interface must be professional, organized, purposeful, and interesting. It also must be attractive and fun for these specialized user groups to encourage repeat visits to the library sites. The library has already reorganized the site content for these two sites and has installed a Content Management System called Site Executive by Systems Alliance to house the new sites and content.

For the purposes of this RFP, a "site" is defined as a distinct separate site from the library's main site at www.slcolibrary.org. This RFP is soliciting proposals to do the GUI design phase of the site creating the new "look and feel" a limited set of templates with html and style sheets and is not intended to create all of the content or numerous web pages. Section IV "Scope of Work" will outline the extent of the requirements.

Through this Request for Proposal (“RFP”), the library will select the optimum design firm to create the two new site’s page layout and perform related tasks, included in Section IV, Scope of Work. A new site for www.SLCoLibrary.org is being completed and rolled out very shortly in the last quarter of 2009.

The two specified user groups, kids and teens, appreciate and respond to web content presented in a much different fashion than adults. They value more graphical, interactive and fun content. In addition, kids reading skills vary from strong to nonexistent so these sites should be more heavily populated with graphics, animation and interaction. The two sites could also have a character or theme based look and feel in which the characters and/or themes could be developed in later extensions of the web site as well as story lines associated with these characters and themes.

In order to give a sense of the kind of characters and/or themes and design styles that the library views as role models, we have listed some of our admired sites in **Appendix D**. Note there have been two separate committees of librarians and web developers reorganizing the content and creating the wire frames demonstrated in **Appendix C** from which the proposed sites can be created – one for the kids and one for the teens. The wire frames are models or representations of the rough layout of a web page and the required elements on the web page. They are commonly used to help prototype a web site.

In keeping with mission of SLCLS and its virtual branch, the graphical design for the two new sites must accommodate the items listed below:

- Web links to meet the informational, educational and recreational needs of our children and teenagers.
- Information regarding our programs and events.
- Booklists, book reviews and other online materials to encourage reading and help customers find information.
- Databases, when contractual agreements and technology allow.

III. **Terms of Agreement**

The prototype composites of the two new sites design outlined in the following Scope of Work should be presented to the library no later than 4 weeks after the contract award. The final version of the design should be provided to the library no later than 4 weeks after the library selects a prototype design.

IV. **Scope of Work**

The selected design firm’s project work will include, but is not limited to, the following tasks:

1. Create a page layout for SLCLS’s new Web presence based on CSS and div tags, with a standardized color palette, consistent font usage and image dimensions, and an emphasis on clarity and ease-of-use. The GUI should not be 100% Flash-based but may have a major Flash component.
2. Apply our minimum required Web design standards to the GUI (see **Appendix A**).
3. Incorporate the minimum required visual standards and SLCLS branding elements in the GUI (see **Appendix A**).
4. Comply with WCAG standards in layout creation (www.w3.org/WAI/intro/wcag.php?).
5. Provide two prototype compositions or “comps” of each site’s GUI for our choosing for a total of four composites. One each of these composites must follow the wireframes illustrated in **Appendix C**. An image or Photoshop file is acceptable during the initial phase.
6. After the library has selected one of the prototypes design two layout templates for each site for a total of 4 layout templates based on the selected composition (1) Level 1—Home Page; 2) Level 2—Generic Page). These templates can be Adobe Photoshop or other design tool templates that demonstrate the page layout and all required elements. The site maps in **Appendix B** are included for reference.

7. Plan for two design revisions based on library feedback. These are intended for revisions of the selected design and not for total new prototypes.
8. After revisions and final design approval, provide required design elements, including, but not limited to: (these are the projects "deliverables")
 - A. sliced and optimized Web layouts and images
 - B. typefaces used
 - C. all graphics in native format, held as proprietary to SLCLS. Photoshop files should include layers. Most graphics should be created and provided in vector format.
 - D. The design deliverables include the necessary html, style sheets and java script required to build and render a duplicate of the composites as well as any flash content in .fla or .swfs format. Html code and style sheet code should be self documented with block of elements or styles annotated with comments defining structure and purpose. The div tags used in the html should have the opening and closing tags identified so it is readily apparent what code blocks are included.

Scope of Work Summary Table			
<i>Phase 1 – Prototype Design</i>			
Kid's Site	2 prototypes	1 comp. each for two levels of the site	2 comp. total
Teen's Site	2 prototypes	1 comp. each for two levels of the site	2 comp. total
		<i>Phase 1 total</i>	4 comps. total
<i>Phase 2 – Layout Template Design</i>			
Kid's Site	1 layout template each level	1 home page, 1 second level	2 templates
Teen's Site	1 layout template each level	1 home page, 1 second level	2 templates total
		<i>Phase 2 total</i>	4 templates total
<i>Phase 3 – Final Deliverables listed in #8 above including html, css and graphics</i>			

V. Costs and Fees

- A) The proposal shall include a "Not to Exceed" price of \$15,000 or less for services rendered.
- B) The "Not to Exceed" fee shall include all costs. NOTE – the 15% contingency hold back must come from this \$15,000 total.
- C) Payment will be made upon final acceptance of the designs whereby the Library project manager verifies all of the requirements, outlined in the Scope of Work, have been met. The County will make payment within 30 days of receiving an invoice.

VI. Proposal Submission Requirements and Evaluation Weight

All proposals submitted for evaluation must include the following information:

- 30 % Relevant Experience.** Provide case studies of two similar projects, which include: 1) the organization's name, contact person, current phone number, date(s) of services and final contract amount; 2) a description of the clients' top objectives for the projects and their key areas needing improvement; 3) steps taken to address the clients' needs; 4) examples of

the original GUI and the new GUI designed for each client; and 5) evidence supporting the successful fulfillment of each client's top project goals.

- 20 % Firm's Qualifications and Team.** A brief description of your firm and the services offered for projects similar to the one described in this RFP in scope and nature. Include resumes of those principals, partners and other staff members who will play a key role in the overall consulting effort for this project.
- 20 % Proposed Fee.** See Section V: Costs and Fees, concerning fee. The County may consider a local preference (Attachment A) and a preference for providing health insurance (Attachment B).
- 20 % Project Schedule.** Indicate time required for key tasks in this RFP.
- 10 % Proposed Approach.** Describe how your firm will approach each project task outlined in Section IV: Scope of Work. Describe the methodology or processes you will employ to complete the tasks and deliverables of this RFP. Describe the process by which compositions and code will be shared. Describe if a staging server and/or collaborative server is in place to share files, comps and discussions long distance.

VII. Submission of Proposals

Submit proposals to Ernest Bourne, Library Web Developer, at 801-944-6323 (FAX) or by email to ebourne@slcolibrary.org. For questions regarding this RFP, contact Ernest Bourne at ebourne@slcolibrary.org or 801-944-7512.

Proposals will be accepted until November 25, 2009 at 5:00 pm. No responses will be accepted after that date and time.

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

VIII. Written Agreement Required

The selected consultant must be willing to enter into a written agreement with SLCLS (**Attachment C**).



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APPENDIX A

Part I—Minimum Web Design Standards

Purpose:

This document defines the Web design criteria for SLCoLibrary.org ("the site") and its subsites. These standards are based on technology employed by many of our users (as discovered through our Web survey), Web production industry standards, and our organizational needs.

I. Web Path

- A. The Web path is the file repository where the files that comprise our Web site reside on the Web server. The Web server of choice, currently, is Internet Information Services 6.x which is an integral component of Microsoft Windows Server 2003.
- B. The primary Web site is delivered from a demilitarized zone ("DMZ") based server that is a bastion host in a protected environment for security reasons. The Web path resides on the D: partition of the server and separated from the operating system partition by design.
- C. The files for the Web site reside in the Web path in a standard subdirectory structure. This structure will be followed, generally, for all sites and subsites in order to standardize the architecture, make resources easier to navigate and discover and for security purposes.
- D. General Web Path Structure
 1. \ (root—only a few files, e.g., index.htm, index.cfm, robots.txt, favicon.ico, etc.)
 2. \cfml
 3. \html (all html files for the main site)
 4. \images (all jpg, png, gif files for the main site)
 5. \pdf
 6. \scripts
 7. \style
 8. \subsite (a major component or subsite under the root site, e.g., "teens," "summer reading," etc.)
 9. \cfml (all of the major subdirectories are repeated as in the root example above)
 10. \etc.

II. Allowed/Prohibited Resources

- A. Only files used to present our Web site will be allowed.
- B. We will consistently prohibit orphan files, files and subdirectories created by authoring tools (e.g., "_notes," Front Page enabling files, etc.), and potentially harmful content (e.g., ".exe" files, unknown scripts, etc.).

III. GUI Design

- A. Minimize downloaded data for each page for the shortest possible download times. Larger images and Flash components, such as menus and movies, will be allowed but used judiciously.
- B. Page Specifics
 1. Layout area is 1024 x 768 screen resolution, less left (± 18 px), right (± 7 px), and top (± 105 px) margins to accommodate the browser window.
 2. Color palette is unlimited (not limited to Web palette).
 3. Total page load size should not exceed 150kb per page.
 4. The home page should not use Flash components nor a large load size.
 5. Pages with significant Flash content should have a "click here to bypass Flash" option for



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Part I—Minimum Web Design Standards

slowband users. In addition, for Flash components there must be a “downloading content” indicator so users know they are awaiting content.

6. Code should include image dimensions to speed image loading.

IV. HEAD Section Elements

A. Page Titles

1. Page Titles are required on every page.
2. Page Title format: “SLCoLibrary.org: Site Section: Page Name or Purpose” (e.g., “SLCoLibrary.org: Books, Movies, and More: Fiction Booklist”). If a section name is too long, we may forego using a section name in that page’s title.

B. META Description Tags

1. Pages should include a META description tag to provide snippet text for Search Engine Results Pages.
2. The page description will be editable through our Content Management System.

V. Non-Visual Elements

- A. With few exceptions, all javascript should be called from externally-referenced files.
- B. With few exceptions, all CSS should be called from externally-referenced files.

VI. Navigation

- A. Top-level navigation and library contact information should appear in the footer of each page in a text-based format.
- B. For ease of navigation, every page on the site (regardless of level) should include hyperlink breadcrumb navigation, with live links, near the top of the page. Directory levels should be separated by “>”.
- C. Navigation should be intuitive and not employ “mystery meat” styles, i.e., links that impede users from discerning the destination of navigational hyperlinks, or hyperlinks that are hard to find, such as menus containing icons with explicative text appearing only on hover.

VII. Accessibility

- A. All image tags and form fields will have a pertinent “alt” attribute defined, except for images requiring no explanation (such as spacer images).
- B. The site must meet the accessibility guidelines established by the W3C’s Web Content Accessibility Guidelines (“WCAG”), available online at www.w3.org/WAI/intro/wcag.php.

VIII. Home Page Specifics

- A. To reduce page load time, all javascript for the home page will be specified “inline”.
- B. The SLCLS logo, which appears in the layout’s top section, should always link back to the home page.

IX. Ease-Of-Use

- A. On pages with form fields, the cursor should automatically appear in the uppermost left field, with tab order for the rest of the fields. In addition to a “Go” or “Submit” button, the user’s “return” or “enter” keys should submit the form.
- B. The site should include a custom 404-Error Page which is branded like the rest of the site and includes an explanatory message. This page could include a link to the home page, or a copy of the site map.



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APPENDIX A
Part I—Minimum Web Design Standards

X. Links

- A. Links to external sites will be coded with the target="_blank" to open in a new window and not force people from our site.
- B. Links to PDFs should be coded with target="_blank" to open in a new window since PDFs typically do not link back to the site, leaving the user stuck.

XI. Browser Compatibility

- A. Internet Explorer versions 6.x and higher.
- B. Safari 3.x and higher.
- C. Firefox 3.0 and higher.

XII. Intranet Differences

- A. For internal sites and applications, the these items differ from the standards above.
 - 1. Internal sites and applications should have a common header and footer to promote branding and common look and feel across applications.
 - 2. The footer should display navigation items including a link back to the application or site home page and a link to the staff portal home page.
 - 3. The footer should also show the version date, equivalent to the date of the last change.
 - 4. Since intranet sites are on the fast local network, high bandwidth items like Flash and movies are more appropriately accommodated here.



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APPENDIX A

Part II—Visual Standards

Purpose:

This document defines minimum visual standards that should be incorporated into the new site design.

I. Style

- A. Layout should be simple, clean, appealing, and attractive.
- B. Employ white space effectively to create order and minimize visual sensory overload.
- C. Application of graphic effects, such as beveling, embossing, or 3-D elements (especially on buttons or other icons) should be avoided.
- D. Page elements, such as headers and footers, should be modular—easily rearranged to be deconstructed and used in other applications.
- E. Header should have a small visual footprint.

II. Tone

- A. The tone should be professional, but not “corporate,” sterile or bureaucratic. Please refer to Appendix E: Links to Review and Admired Sites.
- B. It must convey a friendly, helpful, patron-focused attitude, reflecting competent delivery of information and services.

III. Color Palette

- A. The palette should be muted and contemporary and must not distract patrons from finding needed information or resources.
- B. The colors should be visually interesting, but not over-stimulating.

IV. Typography

- A. Typefaces
 - 1. Limit typefaces to 2-3, with a standard, sans-serif third typeface (e.g., Helvetica or Arial) used primarily in sections such as breadcrumbs, footer text, etc.
 - 2. For content areas, font usage will correspond to the type of element in which it is used, such as links, headings, lists, etc.
 - 3. Overused typefaces, such as Papyrus, Comic Sans, etc. should not be used.
 - 4. Avoid applying effects to text (e.g., embossing, outer glow, shadows, strokes, etc.), unless it is necessary to increase readability (such as shadow effects used on light-colored text that appears over a photographic background).
 - 5. Text should have maximum contrast with background colors and avoid visual discomfort. For this reason, we encourage dark text on a light (or white) background. The majority of the text should be black.
 - 6. Because individuals approach screen reading differently than reading printed materials, copy should be formatted in the most user-friendly way, avoiding long paragraphs and employing lists whenever appropriate.

V. Image Usage

- A. Image File Types
 - 1. The CMS will support a minimum of .jpg, .png, and .gif.
 - 2. The image file type should be based on the best balance between quality and file size.
 - 3. As usual, images containing text and solid colors should be formatted as .gifs, while photographic images should be formatted as .jpgs.
- B. Image Content
 - 1. Images that include people should reflect the wide variety of SLCLS patrons, including a



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Part II—Visual Standards

variety of ethnicities, marital status, age, family situations, etc.

2. Clip art with low aesthetic quality should be used minimally; primarily for sections announcing library events or programs, for which the printed advertising includes the same images. High-quality vector graphics are excluded from this requirement, though their style should be consistent throughout the site and employ limited colors.
3. Avoid stock photography that looks staged or posed. These often involving people looking directly at the user, though such poses need not be avoided entirely if they meet other image requirements.
4. Photos with a candid feeling are preferred, with close cropping for maximum detail. Stylized photography (such as fisheye perspectives) should not be used.



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APPENDIX A Part II—Visual Standards: Logo Usage

Color Palette:

NOTE: With the new Kids and Teens sites there is some latitude on the color palette for the new sites and their logos. The colors can be modified in order to better fit in with the site's theme and color

PMS 2745
R300 G5 B118
C100 M100 Y16 K18
HEX 1E0576

PMS 130
R244 G170 B0
C4 M36 Y100 K0
HEX 1E0576

PMS 1795
R211 G34 B42
C11 M99 Y96 K2
HEX D3222A



palette.

This is the SLCLS logo which should be used for most applications. The colors used for the rainbow portion of the logo are as follows:

Logo Typeface:

Text used within the "rainbow" portion of the logo:

BRITANNIC BOLD

All Caps

Vertical Scale: 78%

Horizontal Scale: 100%

Tracking: 13

Text can be black or white depending on the background on which it is placed.

Text used under the "rainbow" portion of the logo:

BRITANNIC BOLD

All Caps

Vertical Scale: 93%

Horizontal Scale: 98%

Tracking: 13

Text can be black or white depending on the background on which it is placed.

Though these logo colors are used commonly throughout the library system on items like event posters, library cards, and newsletters, each color may be replaced by a different color harmonious with the new GUI colors to suit the desired muted palette.

Minimum Logo Size:

The logo should be no smaller than $X = .75"$ (print) or $X = 55$ px (screen, at 72 dpi).

In some usages of the logo, different text may appear under the rainbow portion. In those cases, the text must not extend either the right or left side of the rainbow by 20% of the rainbow width.

Exclusion Zone:

The exclusion zone is the minimum area around the logo that must remain clear of typography or other graphic elements, except for solid color or photographic backgrounds.

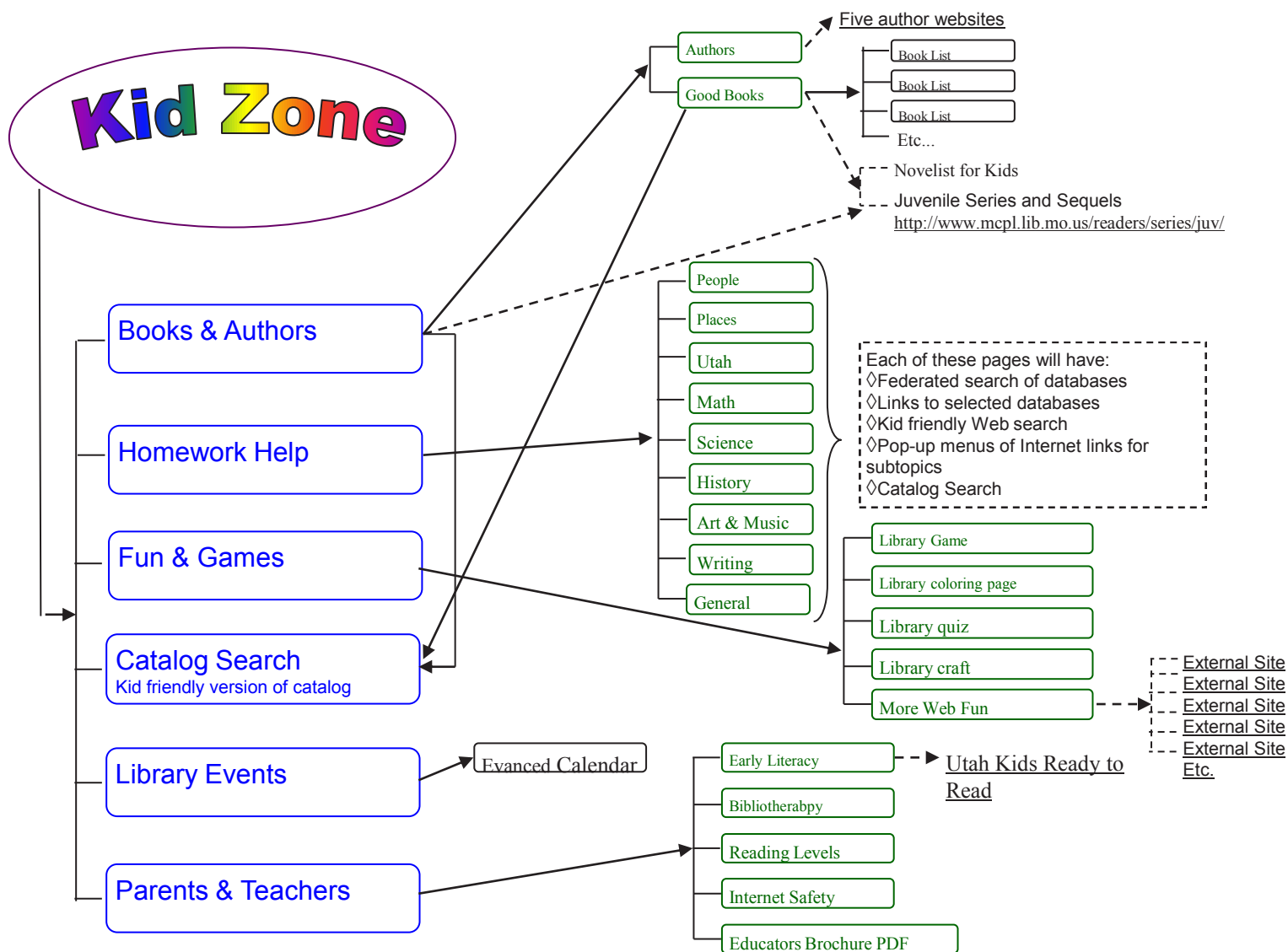
The exclusion zone is equal to Y , which represents 25% of the entire logo height, including the text appearing below the rainbow.





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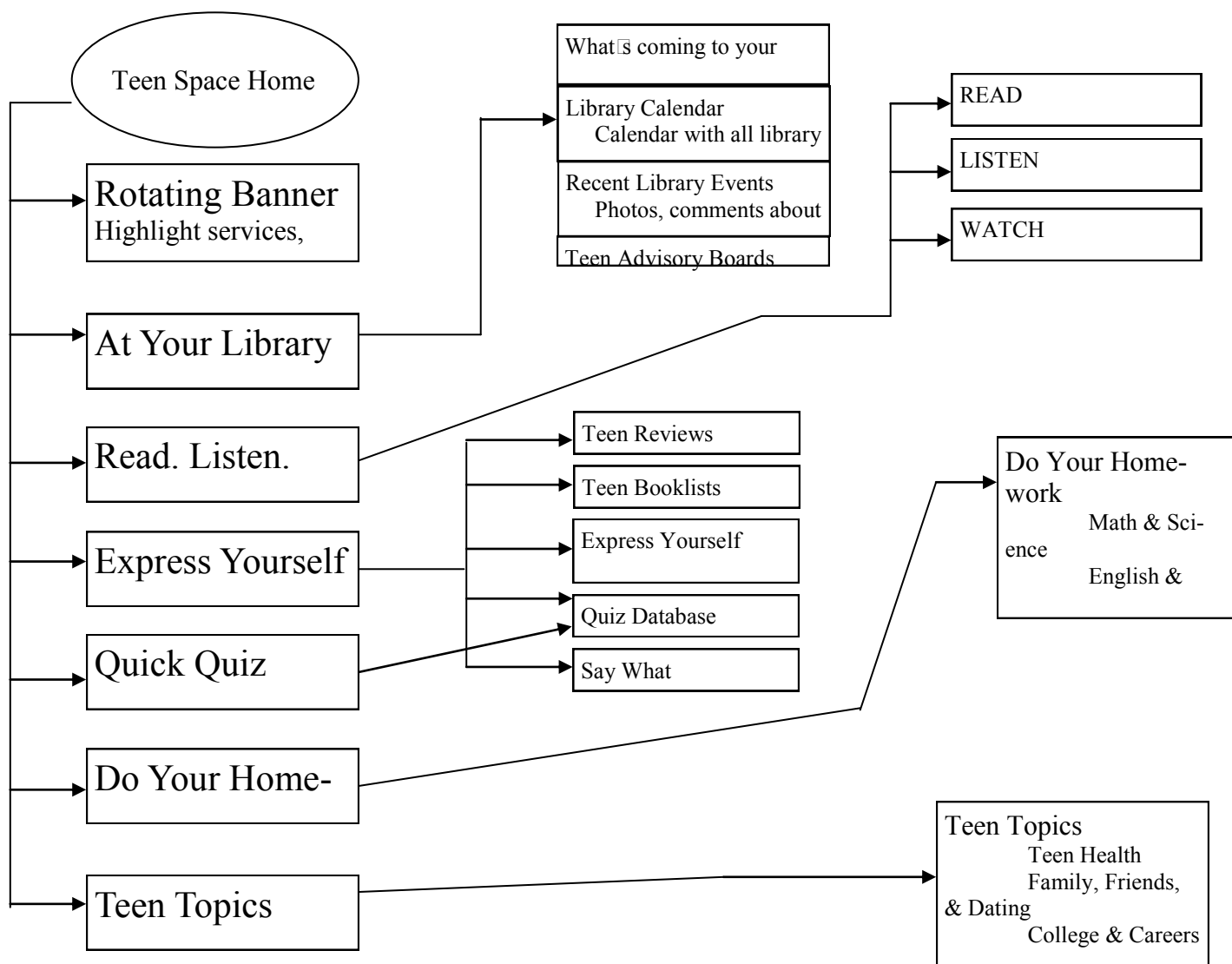
APPENDIX B
Kid's Web Site Levels 1-3: Site Map
Site Tagline: "What Utah Kids Want"





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APPENDIX B
Teen's Web Site Levels 1-3: Site Map
Site Goal: "Interactive Online Library Experience"





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APPENDIX C **Kids Wireframes**

These wireframes reflect our preferred placement of page elements, based on the results of focus groups and user surveys. They do not reflect our desired GUI aesthetic.

Level 1 Wireframe (Home Page)

Kid Zone

Main Page

Books

links to Books & Authors page

Homework Help

links to homework help page

Fun & Games

links to Fun & Games page

Parents & Teachers

links to Parents & Teachers page

Catalog Search

links to a kid friendly version of the catalog

Events

links to Evanced calendar

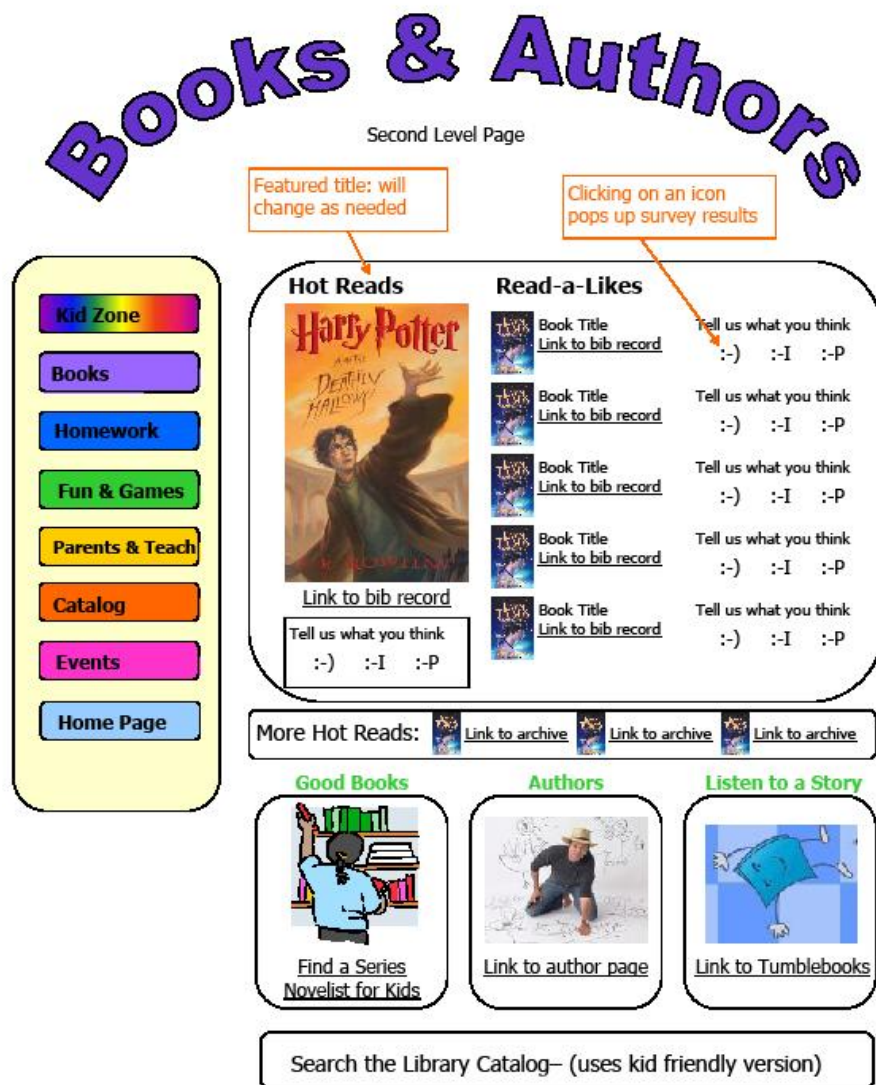


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APPENDIX C Kids Wireframes

These wireframes reflect our preferred placement of page elements, based on the results of focus groups and user surveys. They do not reflect our desired GUI aesthetic.

Level 2 Wireframe (Books and Authors)





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APPENDIX C Teens Wireframes

These wireframes reflect our preferred placement of page elements, based on the results of focus groups and user surveys. They do not reflect our desired GUI aesthetic.

Level 1 Wireframe (Home Page)

Teen Space Home Page					Find Stuff in the Library Check My Library Account										
SLCO Library.org			Rotating banner (Image & Text Rotater) Highlight: Teen Events New materials & Services Booklists												
Things to Do at Your Library Teen Events Place to sign up for reminders Pictures of past teen events			Quick Quiz / Poll How many books do you think you'll read this summer? ☐ 3 ☐ 6 ☐ 9 ☐ I don't read in the summer. ☐ I can't count that high.												
Read. Listen. Watch. Info/links about <i>Books</i> <i>Music</i> <i>Movies & TV</i>			Do Your Homework Math & Science English & Languages Social Studies Fine Arts Health & PE Quick Tools Study Break												
Teen Topics / The 411 College & Careers Teen Health Volunteer Opportunities Relationships & Dating Jobs & Money Online Tips			Say What? Teen: <i>Comments</i> <i>Suggestions</i> <i>Reviews</i> <i>Creative Writing</i>												
<table style="width: 100%; text-align: center;"> <tr> <td>TeenSpace Home</td> <td>At Your Library</td> <td>Read.Listen.Watch</td> <td>Do Your Homework</td> <td>SLCo Library</td> </tr> <tr> <td>Express Yourself</td> <td>Teen Topics</td> <td>For Parents & Teachers</td> <td>Library Catalog/Account</td> <td>Locations & Hours</td> </tr> </table>						TeenSpace Home	At Your Library	Read.Listen.Watch	Do Your Homework	SLCo Library	Express Yourself	Teen Topics	For Parents & Teachers	Library Catalog/Account	Locations & Hours
TeenSpace Home	At Your Library	Read.Listen.Watch	Do Your Homework	SLCo Library											
Express Yourself	Teen Topics	For Parents & Teachers	Library Catalog/Account	Locations & Hours											



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APPENDIX C Teens Wireframes

These wireframes reflect our preferred placement of page elements, based on the results of focus groups and user surveys. They do not reflect our desired GUI aesthetic.

Level 2 Wireframe (Read/Listen/Watch)

Teen Space Level 2							
SLCO Library.org							
Read. Listen. Watch.		Find Stuff in the Library					
↑ ↓	Read. - Library Booklists - New Books - Teen Book Reviews (same link as from Express Yourself) - Teen Booklists (same link as from Express Yourself)						
↑ ↓	Listen. - New Music - Audiobooks & E-Audio - Teen Playlists (same link as from Express Yourself) - Teen Reviews (same link as from Express Yourself)						
↑ ↓	Watch. - New Movies - Teen Reviews (same link as from Express Yourself) - Teen Watch lists (same link as from Express Yourself)						
<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 25%;">TeenSpace Home</td> <td style="text-align: center; width: 25%;">At Your Library</td> <td style="text-align: center; width: 25%;">Read.Listen.Watch SLCo Library</td> <td style="text-align: center; width: 25%;">Do Your Homework</td> </tr> </table>				TeenSpace Home	At Your Library	Read.Listen.Watch SLCo Library	Do Your Homework
TeenSpace Home	At Your Library	Read.Listen.Watch SLCo Library	Do Your Homework				



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APPENDIX D

Links to Admired Kids and Teens Sites

Purpose:

This document provides links to examples of sites we admire and could be considered examples of the type of sites we are looking for. Various elements of each site are admired and not necessarily the whole site. The details of which element(s) of each site is important to us will be discussed during the design phase.

I. Admired Sites

A. Kids

1. Sno-Isle Kids- <http://www.sno-isle.org/?ID=1250>
2. High Plains Library District- <http://www.mylibrary.us/childrens/page3.htm>
3. Osceola Public Library Kid Space - <http://www.osceolalibrary.org/kidspace.html>.
4. Cuyahoga County Public Library Kid Space - <http://www.cuyahogalibrary.org/KidSpace.aspx>.
5. Hennepin County Kid Links - <http://www.hclib.org/kids/>.

B. Teens

1. San Diego County Library Teen Lounge - <http://dbpcosdcsgt.co.san-diego.ca.us/screens/teenlounge/index.html>
2. LA Public Library Teen Web - <http://www.lapl.org/ya/index.html>.
3. Columbus Metropolitan Library - <http://teens.columbuslibrary.org/>
4. Hennepin County Library Teen Links - <http://www.hclib.org/teens/>
5. Lincoln City Libraries Teen Café - <http://www.lincolnlibraries.org/Teens/index.php>

Attachment A

Preference Given for Local Business

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

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

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

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

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

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

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

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

Local Preference Certification Form

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

Company Name: _____

Street Address: _____

Signature of Authorized Agent: _____

Proof of Registration with the State of Utah: _____

Copy of Business License within Salt Lake County Attached:

☐ Yes ☐ No

Business License Number: _____

Business License Issue Date: _____

Attachment B

Preference Given for Health Benefit to Employees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Alternate A – Pricing Schedule

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

Alternate B – Pricing Schedule

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

AGREEMENT FOR EXPEDITED CONSULTANT SERVICES
SALT LAKE COUNTY AND _____
[County Ordinance 3.24.070 -- Not to Exceed \$15,000.00]

This Agreement is made and entered into this _____ day of _____, 2009, by and between Salt Lake County, a body corporate and politic of the State of Utah ("COUNTY"), and _____, a(n) (check the applicable designation)

☐ individual ☐ limited partnership
☐ proprietorship ☐ corporation of the State of _____
☐ general partnership ☐ limited liability company of the State of _____
☐ other: _____,

with its principal place of business (address)

_____ ("CONSULTANT").

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

1. SCOPE OF SERVICES.

Consultant agrees to provide the services to County as outlined in that certain Expedited Consultant Selection Request, which is attached as Exhibit 1 and incorporated into this Agreement by reference as though fully set forth. The services specified in said Exhibit 1 may be modified by Consultant's response to County's request for services. Modifications, if any, are set forth in the Consultant's response, which is attached as Exhibit 2 and incorporated into this Agreement by this reference.

2. CONSIDERATION.

County shall pay Consultant for the services provided by Consultant under this Agreement according to the specifics for consideration set forth in the attached Exhibit 1 and/or Exhibit 2 (if any). If payments for the consideration are to be made in installments, no installment payment shall become due until 30 days following receipt by the County of Consultant's invoice for said installment payment which invoice shall set forth in detail the services provided and for which the County is being billed. Said invoice will detail the billing rates, whether hourly, daily or other, the work performed, by whom and on what dates. If payment is required in a lump sum payment, no payment shall be made by County until all services are performed by Consultant under this Agreement. In the event of a lump sum payment,

County will pay the lump sum within 30 days after services are completed by Consultant and receipt of an invoice from Consultant for said services.

If services will be performed and billed on a monthly basis, Consultant will submit an invoice to County within 15 days following the end of the month. Consultant's invoice will detail the services performed, by whom, the date of the services, the time expended by each person, and billing rates for each person's work. If expenses and costs will be reimbursed under the Agreement, the invoice will also detail all costs and expenses incurred by Consultant in the performance of services under this Agreement. If County agrees to reimburse Consultant for costs and expenses incurred, County will only reimburse Consultant for reasonable costs and expenses, at the County's sole discretion.

In no event will the total amount of consideration paid by County under this Agreement exceed \$15,000.00, including all fees and expenses. Further, County retains the right to deduct any claims it may have against Consultant from any payment demanded by Consultant under this Agreement.

3. EFFECTIVE DATE/TERM.

This Agreement shall be effective upon execution by both parties and shall continue for a period of one year from the date of execution ("Term"), unless a shorter period of time for performance is agreed to by the Parties.

4. INDEPENDENT CONTRACTOR AND TAXES.

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

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

5. COUNTY REPRESENTATIVE.

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

6. CONSULTANT REPRESENTATIVE.

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

7. STANDARD OF PERFORMANCE/PROFESSIONALISM.

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

manner that will promote the best interests of the County. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than Salt Lake County for its performance under this Agreement.

8. INDEMNIFICATION.

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

9. GOVERNMENTAL IMMUNITY.

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

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

10. NON-FUNDING CLAUSE.

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

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

11. AGENCY.

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

12. NO OFFICER OR EMPLOYEE INTEREST.

It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance

of this Agreement. No officer or employee of Consultant or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Consultant's operations, or authorizes funding or payments to Consultant.

13. ETHICAL STANDARDS.

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

14. CAMPAIGN CONTRIBUTIONS.

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

15. PUBLIC FUNDS AND PUBLIC MONIES.

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

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

16. AFFIDAVITS.

Upon the execution of this Agreement and if requested by County, Consultant will submit a sworn affidavit from each officer, employee, or agent of Consultant who has been in contact or communicated with any officer, agent or employee of County during the past calendar year

concerning the provision of these goods and services. The affidavit shall contain the following statement:

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

17. TERMINATION.

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

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

17.3 Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment hereunder when the same becomes due and such failure continues for a period of thirty (30) 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 thirty (30) 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.

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

17.5 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.

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

18. DEFAULT.

If either party defaults in the performance of its obligations under this Agreement resulting in an event of default defined in paragraph 17.3 above, the defaulting party shall pay all costs and expenses including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or from pursuing any remedy available.

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

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 Consultant of applicable law shall constitute an event of default under this Agreement and Consultant shall be liable

for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation.

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

20. NON-DISCRIMINATION.

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

21. CONFIDENTIALITY.

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

22. OWNERSHIP OF WORK PRODUCT.

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

23. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT.

Consultant acknowledges that County is a governmental entity subject to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63-2-101, et seq. As a result, County is required to disclose certain information and materials to the public, upon request. Consultant agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by the County.

24. 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: (1) this Agreement; (2) Exhibit 1; and (3) Exhibit 2 (if any).

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

25. ASSIGNMENT.

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

26. SUBCONTRACTING.

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

27. 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.

28. ENTIRE AGREEMENT.

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

29. 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.

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

SALT LAKE COUNTY

By: _____
MAYOR PETER CORROON
OR DESIGNEE

STATE OF UTAH)
 :SS
County of Salt Lake)

On the _____ day of _____, 2009, personally appeared before me _____, who being by me duly sworn did say, that s/he is the _____ of Salt Lake County, Office of Mayor, and that said instrument was signed in behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

(SEAL)

CONSULTANT:

By: _____
Title: _____

STATE OF UTAH)
 :SS
County of Salt Lake)

On the _____ day of _____, 2009, personally appeared before me _____, who being by me duly sworn did say, that s/he is the _____ of _____, and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said person acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

(SEAL)