REQUEST FOR PROPOSALS

SALT LAKE COUNTY

Customizable Online Database & Workflow System

RFP # HEA134676

Date of Issue: October 14, 2026

Health Department

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Part 1: Overview and Instructions

1.1 Purpose of the Request for Proposals "RFP"

Salt Lake County (County), on behalf of the Health Department is soliciting proposals from qualified firms "Proposer / Contractor" to provide a customizable online database, Client Relationship Management ("CRM"), and workflow system.

This RFP is intended to provide interested Proposers with sufficient minimum requirements. The requirements in the Scope of Work for this RFP are not intended to limit a proposal's content or creativity. Proposers may submit innovative ideas, new concepts, and optional features in response to this RFP. Proposers are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP. Responsive Proposers must address the needs and requirements stated in the Purpose and Scope of Work of this RFP.

The award of additional features beyond the minimum requirements is in the County's sole discretion and will be clearly identified in the resulting contract if it is deemed appropriate by the County and falls in line with the initial RFP Scope of Work.

1.2 Deadline for Proposal Submission

Proposals must be uploaded before **1:00 PM** on **Wednesday, November 4th, 2026** in Contracts and Procurement online solicitation system, the Utah Public Procurement Place (U3P) powered by Euna:
https://utah.bonfirehub.com/portal/?tab=openOpportunities
No proposals will be accepted after the closing date and time.

1.3 Projected Schedule for the RFP Process

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

Activity	Date
Pre-Proposal WebEx Meeting	Weds., Oct. 21st
Final day to submit questions	Weds., Oct. 28th
Proposal Due Date	Weds., Nov. 4th

Committee Meeting	Weds., Nov. 11th
Proposer Demos (tentative)	Weds., Dec. 2nd

1.4 Pre-Proposal WebEx Meeting

Interested Proposers are invited to participate in a pre-proposal WebEx meeting to discuss the project and to ask questions about this RFP. It will be held on **Wednesday, October 21, 2026 beginning at 9:30 am**. Please contact Michael Emery, Jr. at MEmery@saltlakecounty.gov to request the WebEx meeting information.

Proposers are encouraged to submit their questions in writing before the meeting through the county's online solicitation system the Utah Public Procurement Place (U3P) powered by Bonfire. The meeting is for informational purposes only and is not binding. If the RFP needs to be modified or clarified, the County will issue a written amendment on U3P.

1.5 Question Submission

Questions may be submitted through U3P until the deadline for questions submission, which is **Wednesday, October 28, 2026 at 1:00 pm**. Answers to the questions will be posted in U3P Bonfire for everyone to view. **Do not contact County officers or employees, or selection committee members.**

Part 2: Scope of Work and Requirements

2.1 Background

The mission of the Salt Lake County Health Department (SLCoHD) is: "**To promote and protect community and environmental health.**"

We work tirelessly every day to prevent illness, injury, and disease while addressing social, economic, and environmental factors that impact overall health. Our efforts include immunizing children, inspecting restaurants, preventing tobacco access to minors, encouraging physical activity and proper nutrition, protecting our water and air, providing culturally appropriate services, and collaborating with our community partners to ensure public health works for everyone in Salt Lake County, regardless of where in the county they live.

SLCoHD is nationally accredited in public health by the Public Health Accreditation Board (PHAB). PHAB is a nonprofit organization dedicated to improving and protecting the health of the public by advancing and ultimately

transforming the quality and performance of state, local, tribal, and territorial public health departments. SLCoHD first received public health accreditation in 2014.

SLCoHD is the local health department serving Salt Lake County under Title 26A of the Utah Code. We are a division of the Salt Lake County government, within the Department of Human Services, and are governed by the Salt Lake County Board of Health.

SLCoHD works cooperatively with the Utah Department of Health and Human Services, Utah Department of Environmental Quality, and other state agencies, but is not an agency of state or federal government.

2.2 Scope of Work

The Salt Lake County Health Department ("SLCoHD" or "County") is seeking a single vendor ("Contractor") to provide an out-of-the-box, customizable online database, Customer Relationship Management ("CRM"), and workflow management system.

The proposed solution shall provide a centralized platform for managing data and information, tracking activities and workflows, automating routine processes, generating reports and dashboards, supporting collaboration, and reducing manual data entry and duplication.

The Contractor shall provide all software, licensing, implementation, configuration, data migration, training, technical support, and other services necessary to implement and maintain the proposed solution throughout the term of the resulting contract.

The proposed solution shall meet or improve upon the functionality currently available to SLCoHD and shall be fully implemented and ready for use, including configuration, data migration, testing, training, and launch, no later than **May 1, 2027**.

The solution shall support SLCoHD's commitment to public transparency and the County's obligation to maintain public records in compliance with the Government Records Access and Management Act ("GRAMA").

2.2.1 Implementation and Configuration:

1. Provide an implementation plan that identifies:
    a. major milestones,
    b. deliverables,

c. responsibilities of the Contractor and County,
d. anticipated timelines,
e. testing requirements,
f. training,
g. data migration,
h. launch, and
i. post-launch support.

2. Configure the solution to meet SLCoHD's identified business and operational needs without requiring the system to be built from the ground up.
3. Provide implementation and configuration assistance necessary to establish databases, tables, fields, forms, workflows, reports, dashboards, automations, user roles, and other functionality identified by SLCoHD.
4. As applicable, assist SLCoHD with the migration of existing data from its legacy system into the proposed solution, including:
    a. identifying data migration requirements,
    b. preparing data for migration,
    c. transferring data,
    d. validating migrated data, and
    e. resolving migration-related issues.
5. Provide testing and implementation support to ensure the system is functioning as intended before launch.
6. Provide training and documentation sufficient for County administrators and end users to effectively use and maintain the system.
7. Complete implementation and launch no later than May 1, 2027.

2.2.2 Database and Data Management:

The proposed solution shall provide functionality that allows SLCoHD to create, manage, relate, search, update, and report on data in a centralized system.

1. An activities table to track SLCoHD work, with the ability to accommodate up to 200 fields and 5,000 records.
2. An organizations table to manage shared organization information, with the ability to accommodate up to 200 fields and 5,000 records.
3. A contacts table to manage contact information, with the ability to accommodate up to 200 fields and 5,000 records.
4. Relationships between tables and records, including one-to-many and many-to-many relationships. For example, the system should be capable of

associating multiple contacts with multiple organizations while maintaining shared information appropriately.

5. Document creation and document uploads associated with applicable records.
6. Importing and exporting data in commonly usable formats.
7. As applicable, migration of existing SLCoHD data from its legacy system and the ability for SLCoHD to extract its data from the proposed system if SLCoHD transitions to another platform.
8. Data management capabilities that reduce duplicate data entry and allow information to be shared across applicable tables, records, workflows, and processes.

2.2.3 Forms and Public Facing Functionality:

The proposed solution shall support public-facing functionality that allows SLCoHD to collect, display, and share information without requiring members of the public to purchase a license or create login credentials.

1. Online forms accessible to members of the public without a paid user license or login credentials.
2. The ability for members of the public to save a partially completed form and return to complete and submit the form without requiring a paid license or login credentials.
3. Public-facing reports, dashboards, and other information-sharing tools.
4. Forms that comply with applicable accessibility requirements.
5. The ability to control what information is publicly accessible and what information is restricted to authorized users.

2.2.4 Workflow and Automation:

The proposed solution shall provide configurable workflow and automation capabilities that allow SLCoHD to track processes, assign and monitor work, automate routine activities, and reduce manual administrative tasks.

1. Configurable workflows based on SLCoHD business processes.
2. Automated tasks, notifications, reminders, and email communications.
3. Workflow routing and assignment of activities to appropriate users or groups.
4. Tracking of workflow status and progress.
5. Automated actions based on defined conditions, events, dates, or changes to information.
6. User-configurable workflows and automations to the extent supported by the

system without requiring vendor development for routine changes.

2.2.5 Reporting and Dashboards:

The proposed solution shall provide reporting and dashboard capabilities that allow SLCoHD to monitor activities, analyze information, communicate results, and meet programmatic and grant reporting requirements.

1. Configurable reports based on data maintained within the system.
2. Charts, graphs, and other visualizations to summarize data.
3. Dashboards that can be configured for different users, programs, or purposes.
4. Cadenced reporting capabilities appropriate for grant reporting.
5. Filtering, sorting, and analysis of data.
6. Public-facing dashboards or reports when appropriate and authorized by SLCoHD.

2.2.6 User Roles, User Access, and Security:

If the Proposer is offering a per-user licensing model, SLCoHD would prefer the licenses be transferrable though transferrability shall not be considered a required component.

The County anticipates the following user types:

Standard SLCoHD Users**:** County employees who require routine, day-to-day access to the system to enter, view, update, manage, or report on information in support of their assigned job duties. The County anticipates up to fifty (50) Standard SLCoHD Users.

SLCoHD Administrative/Backend Users**:** Designated County personnel who require elevated access to administer, configure, develop, maintain, or manage the system. These users may require access to functionality beyond that available to Standard SLCoHD Users, including creating or modifying databases, tables, fields, forms, workflows, automations, reports, dashboards, integrations, user roles, and permissions. The number of Administrative/Backend Users will be determined by the County based on operational needs.

External Partner Users**:** Authorized individuals who are not SLCoHD employees but require access to the system to enter, view, update, or manage information in support of programs, services, data collection, reporting, or other activities conducted in coordination with SLCoHD. External Partner Users may require limited or program-specific access and shall not automatically receive the same access or permissions provided to SLCoHD Users.

1. Proposers shall clearly identify how the proposed solution defines and licenses each type of User and shall identify any additional user types,

licensing categories, minimum user commitments, or usage-based pricing models applicable to the proposed solution.

The proposed solution shall provide appropriate controls to protect County information and restrict access based on user responsibilities.

1. Configurable user roles and permissions that allow SLCoHD to establish, manage, modify, and revoke access controls at the County level without requiring vendor intervention for routine changes.
2. Restrictions on access to applicable tables, records, fields, forms, reports, dashboards, and other system functions.
3. Appropriate safeguards for information maintained within the system.
4. The ability to support HIPAA-compliant functionality upon request by SLCoHD, although HIPAA compliance is not required for the initial implementation.
    a. Any additional cost associated with enabling HIPAA-compliant functionality shall be identified by the Contractor.

2.2.7 Integrations, Data Exchange, and Data Portability/Transition:

The proposed solution should provide the ability to exchange data with other applications and systems used by SLCoHD.

1. API connectivity and integration capabilities.
2. Documentation regarding available APIs, integration methods, and applicable limitations.
3. Support for importing and exporting data between the proposed solution and other systems.
4. Identification of any additional licensing, fees, configuration, or professional services required for integrations.

Because SLCoHD requires the ability to maintain access to its information throughout the life of the system and to transition to another solution if necessary, the Contractor shall provide reasonable means for SLCoHD to export and retrieve its data.

Upon expiration or termination of the resulting contract, the Contractor shall cooperate with SLCoHD to facilitate the orderly transition of County data to the County or another designated provider, subject to the terms of the resulting contract.

In its proposal, the Contractor shall identify any costs, limitations, formats, or other conditions applicable to data extraction, transfer, or transition.

2.2.8 Mobile and Off-Site Use

The proposed solution shall support both SLCoHD employees who perform work outside of County office locations, and public-facing users.

At a minimum, the Contractor shall provide:

1. An application or mobile-optimized access for off-site use.
2. Functionality that allows authorized users to access and update applicable information from mobile devices.
3. Offline capabilities, where available, including the ability to collect or update information without an active internet connection and synchronize information when connectivity is restored.

2.2.9 Training, Technical Support, and Ongoing Services

The Contractor shall provide appropriate training and ongoing technical support throughout the term of the resulting contract.

The Contractor shall clearly identify:

1. Initial implementation and training services included with the proposed solution.
2. Ongoing technical support and troubleshooting services.
3. Whether the Contractor will assist SLCoHD with building or modifying databases, forms, workflows, reports, dashboards, and other system features or whether support is limited to troubleshooting.
4. Availability of a user community, knowledge base, online forum, documentation, or other resources through which SLCoHD users can obtain assistance.
5. Availability and cost of professional services for system configuration, development, or other assistance requested by SLCoHD after implementation.
6. Applicable support hours, response times, and escalation procedures.

2.2.10 Optional Services

While not a required component to this RFP, Proposers should identify whether the proposed solution includes, or can provide through an integrated module or additional service, grant management functionality.

1. Proposers shall separately identify any additional licensing, implementation, configuration, integration, training, or other costs associated with the optional grant management functionality.

2. Desired functionality may include but is not limited to:
    a. Grant lifecycle management
    b. Funding and financial management
    c. Workflow and compliance management
    d. Document and data management
    e. Reporting functionality

2.2.11 Mandatory Requirements

HIPAA-Compliance
Though SLCoHD does not need HIPAA-compliance at this time, any selected vendor must be able to offer HIPAA compliance upon request (additional expense allowable).

Business Continuity
Any selected vendor must have been continuously providing the proposed software solution, or substantially similar software services, for a minimum of five years.

Provide at least three current customer references (additional past customer references optional) that have used the proposed solution for a minimum of two years, including at least one current customer with a comparable organizational size, complexity, or public-sector environment.

County Contract and End-User Agreements
The Proposer must identify in its proposal any end-user agreement or other standard vendor terms that will be required for the County or its authorized users to access or use the proposed solution.

The Proposer shall provide copies of such agreements with its proposal.

The Proposer **must acknowledge and agree** that the resulting County agreement, including its terms and conditions, will take precedence over and control in the event of any conflict or inconsistency between the County agreement and any such end-user agreement or other standard vendor terms.

The Proposer shall not rely on or incorporate additional terms, conditions, policies, or agreements that conflict with or modify the resulting County contract unless expressly agreed to in writing by the County in accordance with the applicable contract and RFP processes.

Service Level Agreement Requirements
Bidder must provide their standard SLA as part of their application and must acknowledge that they are open to County redlines and negotiations.

Any agreed upon SLA may not override or circumvent the order of precedence and interpretation established within the resulting County contract.

Failure to disclose proposed deviations, required end-user agreements, or other terms that would conflict with the County's requirements may be grounds for determining a proposal nonresponsive or for rejecting the proposed terms.

Accessibility Compliance

Bidder acknowledges updates made to Title II of the Americans with Disabilities Act accessibility requirements, including the U.S. Department of Justice final rule issued in April 2024, and agrees that all such public-facing content shall be fully compliant no later than April 2027. Bidder shall ensure that any public-facing sites, modules, components, frames, or content provided under this Agreement, including content embedded within County websites, comply with the Web Content Accessibility Guidelines ("WCAG") at the current version(s) required by applicable law.

2.2.12 Demonstration/Trial Period

- Selected top-scoring Proposers shall provide an in-depth demonstration

- The County may require selected top-scoring Proposers to:
  - Participate in a no-cost trial use period of the proposed solution prior to final contract award.
    - Please confirm whether the Proposer is willing and able to provide a two-week trial period at no cost to County. If so:
      - Describe the functionality, user access, technical support, configuration assistance, and other services that would be available to the County during the trial period.
      - Identify any limitations, restrictions, or additional costs associated with the trial.

2.3 Length of Agreement

The contract resulting from this solicitation will become effective upon execution and fully ready for use (to include data migration, launch, etc.) no later than May 1, 2027. The term of the agreement is from the date identified upon execution of a written agreement for one (1) year with five (5) additional one (1) year renewal periods available (6 years total).

Maintenance and support proprietary to the software may be renewed yearly for as long as the software is used.

There is no guarantee that a contract will be awarded or that any future contract renewals will be awarded.

County reserves the right to review the contract on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

2.4 Fee and Escalation Clause

The proposed price must be guaranteed for 12 months. The County's budget is on a calendar year. Thereafter, a price adjustment must be requested by July 30th for the following year. A request for a price increase must include sufficient documentation supporting the request. Justification for a price increase should be linked to an independent index or indicator not controlled by either the County or the Proposer or it cannot exceed 3% annually. The County may reject or accept price escalation at its sole discretion. Any price escalation to the contract must be approved by the County as a written amendment to the resulting agreement. EXHIBIT E – Certificate of Final Acceptance must be fully executed before monthly fees will be paid.

2.5 Insurance Requirements

Insurance Requirements. Contractor agrees to secure and maintain the following required policies of insurance before commencing work on the project:

2.5.1 Workers' Compensation. Workers' compensation insurance with statutory limits as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law and Employers Liability insurance with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County. 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.

2.5.2 Commercial General Liability. Commercial general liability insurance on a standard occurrence form, in the minimum amount of $500,000 per occurrence with a $1,000,000 general policy aggregate. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor. The policy shall protect County and Contractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Contractor's acts or omissions under this Contract, 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. Completed operations insurance shall be maintained for three (3) years after the end of the warranty period.

2.5.3 Commercial Automobile Liability. 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 property damage or a single combined limit of $1,000,000.

2.5.4 Errors and Omissions. Contractor shall carry errors and omissions insurance in the minimum amount of $1,000,000 per occurrence with a $2,000,000 general policy aggregate.

2.5.5 General Requirements for Liability Insurance.

2.5.5.1 Salt Lake County shall be endorsed as an additional insured on all liability policies. The endorsement shall include liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of the Contract. Required policies shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.

2.5.5.2 Required policies shall cover inter-insured suits between Contractor and the additional insureds and shall include a “separation of insureds” or “severability” clause which treats each insured separately.

2.5.5.3 Contractor shall furnish certificates of insurance, acceptable to County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

2.6 Proposal Format / Submission Requirements

Submit proposals in the online solicitation system (U3P). All proposals should be formatted as three (3) separate PDFs: 1) Program Proposal; 2) Pricing Proposal; and 3) Supplemental Attachments (Optional). **NO MORE THAN THREE (3) SEPARATE DOCUMENTS SHOULD BE SUBMITTED.**

Proposers must submit a narrative response to the elements outlined in 3.1 Evaluation and Scoring Criteria and conform to the submission requirements listed below.

Proposals not following the Proposal Format/Submission Requirements outlined herein, may result in being deemed non-responsive.

1. **Program Proposal (PDF #1):**

   A. Document #1 (Program Proposal) should begin with the completed **Attachment A Proposal Cover Summary (Required)**. Attachment A is not included in the page count.

      a. Table of Contents should be included, organized in the same order as the Evaluation Criteria in Section 3.1 (not included in the page count).

      b. Format should be 1) 8-1/2 X 11 size with white background 2) portrait layout only and 3) black 12-point font. Section headings may be in color and a larger font.

      c. The PDF view should be in Single-Page layout.

      d. Title page, cover letters are not required but are acceptable (not included in the page count).

   B. The narrative response to the elements outlined in 3.1 Evaluation Scoring Criteria may not exceed **[30-pages]**.

   C. The Program Proposal should include within the PDF all exhibits (Resumes count toward the narrative limit, all other exhibits do not count toward the narrative limit).

   D. The Program Proposal PDF with all attachments, exhibits, appendices, etc., is limited to 10 MB to allow for electronic distribution.

2. **Pricing Proposal (PDF #2):**

   A. Excel in lieu of PDF documents are acceptable unless otherwise specified in the RFP.

3. **Attachments (PDF #3)**

   A. Attachments B, C, D, E ***(Optional)***

      1. If requesting protected record status complete **Attachment B** and upload a redacted program proposal.
         - All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA unless a claim of business confidentiality is submitted. Refer to Section 3.3.A.
         - Failure to provide a redacted copy, or otherwise comply with the requirements, waives your request for protected record.

      2. If requesting preferences, include the completed **Attachment C** and proof. Refer to Section 3.1.A.

      3. **Attachment D** County's Environmental Compliance Practices and Non-Debarment Certification compliance. Proposers should attest to the

Attachment D compliance statement in the U3P event Questions Section. Proposers are not required to submit a signed Attachment D.

4. If requesting alterations to **Attachment E** or the RFP per Section 3.2 of this RFP, include a PDF of items requested and reasonable alteration desired.

Part 3: Response Evaluation and Notice to Proposers

3.1 Initial Evaluation and Scoring Criteria

Response to the program proposal will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided a score sheet to complete the proposal evaluation utilizing the point system listed below. Committee Members individually score the proposals and rank them 1st, 2nd, 3rd, etc. according to their total score. The following point system is utilized:

Excellent (5): If the proposal offer exceeds expectations, with an excellent probability of success in achieving all requirements of the RFP, and is very detailed in providing innovative ideas, new concepts or optional features applicable to the project; a score of "5" is given.

Good (4): If the proposal offers a very good probability of success, achieves all requirements of the RFP in a reasonable fashion and provides some innovative ideas, new concepts or optional features applicable to the project; a score of "4" is given.

Acceptable (3): If the proposal offers a reasonable probability of success, but some of the requirements may not be met and does not include innovative ideas, new concepts or optional features applicable to the project; a score of "3" is given.

Poor (1-2): If the proposal falls short of expectations and has a low probability of success; a score of "1-2" is given.

Unacceptable: If the approach completely fails the requirements; a score of "0" is given.

Proposals will be evaluated, scored, and ranked on the following criteria. The program proposal is 65% of the scoring and the pricing proposal is 35% for a total of 100.

1. **Program Proposal**
   The **program proposal** will be evaluated, scored, and ranked by a Selection

Committee. Each member of the committee will be provided a score sheet to complete the proposal evaluation.

40% Proposed Approach.

The proposed approach score will be based on two

components:

1. Written Narrative/Response – A detailed, written narrative/response is required as indicated within column E of Exhibit A.

Describe how the Proposer will approach the tasks stated and any additional tasks the Proposer recommends. Describe the overall philosophy and how it will be applied. Give a full description of the methodology to be employed in completing the tasks and deliverables of this RFP. Rather than stating commonly followed practices, focus on discussing issues and ideas that are unusual to this service and identifying unique practices of your firm.

2. Full Completion of Exhibit A – Proposer must complete Exhibit A in full to be considered responsive.
    a. Column D *must* be filled in whether column C indicates the function as "yes" required or "no", not required.
    b. If proposer has indicated "yes" or "other" within column D, column E must contain either a general written narrative/response, or other response/action as requested within column E.

20% Proposer's Qualifications.

Provide a brief description of your firm, the scope and nature of services routinely provided by Proposer. Demonstrate the ability to perform the required services at specified levels described in this RFP. Indicate your understanding of the purpose and scope of the proposed services as evidenced by the quality of the proposal submitted. Identify the type of business (corporation, partnership, sole proprietor, etc.) under which your firm operates, date business started, and license number to do business in the State of Utah.

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2. Pricing Proposal

The pricing proposal will be reviewed separately using a scale of 0-30. The points assigned to the pricing proposal will be based on the lowest proposed price. The Proposer with the lowest proposed price will receive 100% of the pricing points. All other Proposers will receive a portion of the total pricing points based on the lowest price divided by the Proposer's price multiplied by the total

possible points.

L- Lowest Price

P- Proposer Price

T- Total Possible Points for Pricing

Score = L/P*T

30% Proposed Pricing/Costs/Fees:

3.2 Second Round Evaluations

Following the initial evaluation and scoring of written proposals, the County may invite the top-scoring Proposers to participate in a second-round evaluation consisting of a system demonstration and/or hands-on evaluation of the proposed solution. Proposers may be provided with specific scenarios or use cases to demonstrate during the second-round evaluation.

The second-round evaluation will be scored separately based on the demonstration and/or hands-on evaluation using the criteria below:

25% Administrator Ease of Building and Maintaining. Proposers will be evaluated on how easily County administrators and back-end users can create and modify tables, fields, relationships, forms, permissions, workflows, automations, reports, and dashboards without coding or routine vendor assistance.

20% End-User Ease of Use. Proposers will be evaluated on ease of navigation, data entry, search, filtering, record updates, document management, mobile access, accessibility, and the amount of training routine users would need.

10% Workflow and Automation Capabilities. Proposers will be evaluated based on the ease, functionality, and effectiveness of completing a standardized workflow. The specific workflow scenario will be provided to Proposers upon invitation to participate in the second-round evaluation.

10% Reporting and dashboards. Proposers will be evaluated on the ease of creating, modifying, filtering, scheduling, sharing, and exporting reports and dashboards using the County's sample data.

5% Overall readiness. Proposers will be evaluated on system stability, transparency about limitations, consistency with the written proposal, quality of available resources, and confidence that implementation can be completed by May 1, 2027.

3.2.1 Pricing Proposal

The pricing proposal will be reviewed separately using a scale of 0-30. The points assigned to the pricing proposal will be based on the lowest proposed price. The Proposer with the lowest proposed price will receive 100% of the pricing points. All other Proposers will receive a portion of the total pricing points based on the lowest price divided by the Proposer's price multiplied by the total possible points.

L- Lowest Price

P- Proposer Price

T- Total Possible Points for Pricing

Score = L/P*T

30% Proposed Pricing/Costs/Fees.

County is not willing to pay an hourly fee for travel time. No additional reimbursement beyond the fees specified will be considered.

A. Preference System

Salt Lake County may adjust scoring pursuant to its Preference System established by ordinance and policy. Please complete **Attachment C** preference system and include the required proof of request.

B. Interview, Demonstration, and Site Visit.

The Selection Committee may invite Proposers for an interview, demonstration, or conduct a site visit. The purpose is clarification and verification of the written proposal. The Selection Committee may re-score the proposal after the interview, demonstration, or site visit.

C. Recommended Award

After the Selection Committee has completed their evaluation, they will notify the County Mayor of the top-ranked Proposer. Award is conditioned upon the execution of a satisfactory contract.

D. Debrief Meetings

Debrief meetings with the selection committee members will not be allowed,

however, a Proposer may discuss the RFP process with the chair/facilitator of the committee at any time.

3.3 Written Agreement Required

The selected Proposer must agree to all requirements in the RFP scope of work. The selected Proposer must also be willing to enter into a written agreement with County and agree to all the terms set forth in the Example Contract, attached to this RFP.

If you wish to request alterations to the RFP, including any of the terms of the example RFP Contract (Attachment E), or any of the exhibits, attachments, or addenda, *the alterations must be specifically identified in your proposal* with reasonable alternatives presented. Any such exceptions must be submitted as a separate PDF and labeled "Requested Alterations." Only those alterations so specified will be available for discussion or negotiation. Proposer understands that deviations from the Example Contract are made at the County's sole discretion.

Proposers are advised that the County is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken on by the Proposer prior to full execution of a written agreement is done at the Proposer's sole risk.

3.4 Notice to Proposers

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

A. Government Records Access and Management Act (GRAMA):
County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to County a record that the person believes merits protection under subsection 63G-2-305(1) or (2) must submit with their proposal all of the following: (1) a written claim of business confidentiality, (2) a concise statement of reasons supporting the claim of business confidentiality, and (3) a separate copy of the proposal with the information requested to be protected redacted. **Failure to comply with any of the three requirements for a claim of business confidentiality waives the request for protected record.** Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

For your convenience, County has provided a Business Confidentiality Request Form which is attached to this RFP as **Attachment B**. **All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by County. All proposed costs/pricing/fees submitted to the county are public records. An entire proposal cannot be identified as "PROTECTED," "CONFIDENTIAL," or "PROPRIETARY" and may be considered non-responsive if marked as such.**

B. Copyrighted Material Waiver: In the event that the proposal contains copyrighted or trademarked materials, by submitting its proposal the Proposer grants the County the right to use, reproduce, and publish the copyrighted or trademark materials in any manner the County deems necessary for conducting County business and for allowing public access to the responses under GRAMA or otherwise, including but not limited to photocopying, County Intranet/Internet postings, broadcast faxing, and direct mailing.

   If the proposal contains materials whose copyright or trademark is held by a third party, it is the Proposer's sole responsibility to obtain permission from that third party for the County to reproduce and publish the information.

   By submitting its proposal, the Proposer certifies that it owns or it has obtained all necessary approvals for the reproduction or distribution of the contents of the proposal and agrees to indemnify, protect, save and hold the County, its representatives and employees harmless from any and all claims arising from all intellectual property claims related or connected to the proposal and agrees to pay all legal fees incurred by the County in the defense of any such action.

C. Restrictions On Communications: From the issue date of this solicitation until a Proposer is selected and the selection is announced, Proposers are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the Buyer overseeing this procurement. Failure to comply with this requirement may result in disqualification.

D. RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of County. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

E. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in County's RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.

F. Costs: Proposers bears all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and attending the interview.

G. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between County and the selected Proposer. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise must 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: https://corporations.utah.gov/.

H. Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposer submitting a proposal based on any information other than that contained in County's RFP and any amendments (addenda), do so at their own risk.

I. Receiving Proposals: Contracts and Procurement will administer receipt and opening of all proposals. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to County request, Contracts and Procurement, in coordination with the agency requesting the project, may recommend entering into 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.

J. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP will be considered non-responsive and may be rejected in whole or in part.

K. Protests: Pursuant to Salt Lake County Code of Ordinances § 3.20.150, a protest in regard to the RFP document must be submitted in writing prior to the RFP closing date. All other protests must be submitted in writing within five (5) business days after notification of the award is posted on U3P. A protestor may file only one (1) protest after the RFP closing date. Protest letters must specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.

L. Free and Competitive Selection: Any agreement or collusion among

prospective Proposers to fix a price or limit competition will render the proposal void, and such conduct is unlawful and subject to criminal sanction. By submitting a proposal, the Proposer hereby certifies that no one in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by County Purchasing Ordinances or applicable law.

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

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

O. Reasonable Accommodations: Reasonable accommodations for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days' notice. Please contact Contracts and Procurement at 385.468.0300. TTY users may call 711.

P. Environmentally Responsible Procurement Practices: County has implemented environmentally responsible procurement practices. Please refer to **Attachment D**.

Q. Notice to Retirees of Utah Retirement Systems ("URS")
County is a URS "participating employer." Entering into an agreement

with County may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code Ann. § 49-11-504 to -505. In addition, Proposer is required to notify County immediately if a retiree of URS is the Proposer; or an owner, operator, or principal of the Proposer. Proposer may 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.

R. Employee Status Verification System

Proposer shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer's supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer's failure to comply with this requirement may result in the immediate termination of its contract with County.

Customizable Online Database and Workflow System RFP

Exhibit A - Functionality

Proposals will be considered non-responsive/responsible if 1) column D is left blank; 2) column C indicates the component is a required function and the proposer indicates in column D it cannot be accomplished; and/or 3) if the proposer has indicated "yes" or "other" in column D and has failed to include a narrative/proposed approach in column E or within a separate written narrative/response, including clear direction on where to find that response within the narrative.

	Desired Function	**Required By SLCoHD?**	**Ability to Accomplish? (Y/N/Other)**	**Narrative and/or proposed approach (as applicable)**
Implementation and Configuration				
1	Has an implementation and configuration plan addressing the following been included in your proposal? (Each listed component must be labeled as a-i and addressed within your narrative/response.) a. major milestones, b. deliverables, c. responsibilities of the Contractor and County, d. anticipated timelines, e. testing requirements, f. training, g. data migration, h. launch, and i. post-launch support	Y		To be included in separate written narrative/response.
2	Does your proposal discuss how the solution can be configured to meet SLCoHD's business and operational needs without requiring the system to be built from the ground up?	Y		To be included in separate written narrative/response.

3	Does your proposal discuss how you plan to provide implementation and configuration assistance necessary to establish databases, tables, fields, forms, workflows, reports, dashboards, automations, user roles, and other functionality identified within the RFP?	Y		To be included in separate written narrative/response.
4	Does your proposal discuss how you plan to assist SLCoHD with the migration of existing data from its legacy system into the proposed solution? (Each listed component must be labeled as a-e and addressed within your narrative/response.) a. identifying data migration requirements, b. preparing data for migration, c. transferring data, d. validating migrated data, and e. resolving migration-related issues.	Y		To be included in separate written narrative/response.
5	Does your proposal discuss how you intend to provide testing and implementation support to ensure the system is functioning as intended before launch?	Y		To be included in separate written narrative/response.
6	Does your proposal discuss your approach to providing training and documentation sufficient for County administrators and end users to effectively use and maintain the system?	Y		To be included in separate written narrative/response.
7	Does your proposed solution have a high probability completing implementation and being fully ready to launch no later than May 1, 2027?	Y		N/A
Database and Data Management Functionality				
8	An activities table to track SLCoHD work, with the ability to accommodate up to 200 fields and 5,000 records.	Y		
9	An organizations table to manage shared organization information, with the ability to accommodate up to 200 fields and 5,000 records.	Y		
10	A contacts table to manage contact information, with the ability to accommodate up to 200 fields and 5,000 records.	Y		

11	Relationships between tables and records, including one-to-many and many-to-many relationships.	Y		
12	Document creation and document uploads associated with applicable records.	Y		
13	Importing and exporting data in commonly usable formats.	Y		
14	As applicable, migration of existing SLCoHD data from its legacy system.	Y		
15	The ability for SLCoHD to extract its data from the proposed system if SLCoHD transitions to another platform.	Y		
16	Data management capabilities that reduce duplicate data entry and allow information to be shared across applicable tables, records, workflows, and processes.	Y		
Forms and Public Facing Functionality				
17	Does the proposed solution support public-facing functionality that allows SLCoHD to collect, display, and share information without requiring members of the public to purchase a license or create login credentials?	Y		
18	Are members of the public able to save a partially completed form and return to complete and submit the form without requiring a paid license or login credentials?	N - preferred		
19	Does the proposed solution offer public-facing supports, dashboards, and other information sharing tools?	Y		
20	Does the system's forms comply with applicable accessibility requirements?	Y		N/A
21	Does the proposed solution allow SLCoHD to control what information is publicly accessible and what information is restricted to authorized users?	Y		
Workflow and Automation				
22	Does the system offer configurable workflows based on SLCoHD's business processes?	Y		

23	Does the system offer automated tasks, notification reminders, and email communications?	Y		
24	Does the system offer workflow routing and assignment of activities to appropriate users or groups?	Y		
25	Does the system offer workflow status and progress tracking?	Y		
26	Does the system automate actions based on defined conditions, events, dates, or changes to information?	Y		
27	Does the system offer user-configurable workflows and automations to the extent supported by the system without requiring vendor development for routine changes?	Y		
Reporting and Dashboards				
28	Does the proposed solution offer configurable reports based on data maintained within the system?	Y		N/A
29	Does the proposed solution offer charts, graphs, and other visualizations to summarize data?	Y		Please include an example of available visualizations within your narrative/response.
30	Does the proposed solution offer cadenced reporting capabilities appropriate for grant reporting?	Y		
31	Does the system support filtering, sorting, and analysis of data?	Y		N/A
32	Does the system offer public-facing dashboards or reports when appropriate and authorized by SLCoHD?	Y		
User Roles, User Access, and Security				
33	Are user licenses transferrable on an as-needed basis without requiring vendor intervention and without additional cost to SLCoHD?	N - preferred		
34	Does the system support the desired user types (or their equivalent) of Standard SLCoHD User; SLCoHD Administrative/Backend User; and External Partner User?	Y		
35	Does your proposal clearly identify how the proposed solution defines and licenses each type of User?	Y		To be included in separate written narrative/response.

36	Does your proposal identify any additional user types, licensing categories, minimum user commitments, or usage-based pricing models applicable to the proposed solution?	Y		To be included in separate written narrative/response.
37	Does the proposed solution offer configurable user roles and permissions that allow SLCoHD to establish, manage, modify, and revoke access controls at the County level without requiring vendor intervention for routine changes?	Y		
38	Does the proposed solution offer restrictions on access to applicable tables, records, fields, forms, reports, dashboards, and other system functions?	Y		
39	Does the proposed system have the ability to support HIPAA-compliant functionality and, if so, have any additional costs associated with enabling HIPAA-compliant functionality been identified within your pricing proposal?	Y		
Integrations, Data Exchange, and Data Portability/Transition				
40	Does the system offer API connectivity and integration capabilities?	N - preferred		
41	Have you included documentation regarding APIs, integration methods, and applicable limitations within your proposal?	Y		To be included in separate written narrative/response.
42	Does your proposal describe available support for importing and exporting data between the proposed solution and other systems?	Y		To be included in separate written narrative/response.
43	Does your proposal clearly identify any additional licensing, fees, configuration, or professional services required for integration?	Y		To be included in separate written narrative/response.
44	Does your proposal describe what means are available for SLCoHD to export and retrieve its data?	Y		To be included in separate written narrative/response.
45	Do you agree that upon expiration or termination of the resulting contract, Contractor shall cooperate with SLCoHD to facilitate the orderly transition of County data to the County or other designated provider, subject to the terms of the resulting contract?	Y		N/A
46	Does your proposal include the identification of any costs, limitations, formats, or other conditions applicable to data extraction, transfer, or transition?	Y		To be included in separate written narrative/response.

Mobile and Off-Site Use				
47	Does the proposed solution offer an application or mobile-optimized access for off-site use?	Y		
48	Does the proposed solution allow authorized users to access and update applicable information from mobile devices?	Y		
49	Does the proposed solution offer offline capabilities including the ability to collect or update information without an active internet connection and synchronize information when connectivity is restored?	Y		
Training, Technical Support, and Ongoing Services				
50	Does your proposal clearly identify initial implementation and training services that are included with the proposed solution?	Y		To be included in separate written narrative/response.
51	Does your proposal clearly identify available ongoing and technical support and troubleshooting solutions?	Y		To be included in separate written narrative/response.
52	Does support include assisting SLCoHD with building or modifying databases, forms, workflows, reports, dashboards and other system features? Or is support limited to troubleshooting only?	Y		
53	Are a user community, knowledge base, online forum, documentation, or other resources through which SLCoHD users can obtain assistance available and identified?	Y		
54	Does your proposal describe the availability and costs (to be identified within the cost proposal) of professional services for system configuration, development, or other assistance requested by SLCoHD after implementation?	Y		
55	Does your proposal describe your applicable support hours, response times, and escalation procedures?	Y		To be included in separate written narrative/response.
Optional Services				
56	Does the proposed solution include grant management functionality, either as part of the core system or through an integrated module or additional service?	N		

57	If yes, does the grant management functionality support: a. ☐ Grant lifecycle management b. ☐ Funding and financial management c. ☒ Workflow and compliance management d. ☐ Document and data management e. ☒ Reporting functionality	N		
Other Requirements and Minimum Qualifications				
58	Has the proposed solution, or substantially similar software services, been continuously provided for a minimum of five years prior to the proposal date?	Y		
59	Have you included at least three current customer references that have used the proposed solution for a minimum of two years, including at least one current customer with a comparable organizational size, complexity, or public-sector environment?	Y		To be included on reference forms provided as part of this RFP.
60	Have you included additional (past) customer references?	N		To be included on reference forms provided as part of this RFP, if applicable.
61	Are you able and willing to provide an in-depth demonstration?	Y		N/A
62	Can you offer a no-cost trial period of the proposed solution prior to final contract award? If so: a. Describe the functionality, user access, technical support, configuration assistance, and other services that would be available during the trial period; and b. Identify any limitations, restrictions, or additional costs associated with the trial.	N		
63	Does your proposal include your standard Service Level Agreement?	Y		Copies must be included with RFP submission.

64	Do you acknowledge and agree that your standard SLA may be negotiated and/or redlined by the County, and that any agreed upon SLA may not override or circumvent the order of precedence and interpretation established within the resulting County contract?	Y		N/A
County Contract and End-User Agreements				
65	Does your proposal identify and include any end-user agreements or other standard terms that will be required by the County or its authorized users to access or use the proposed solution?	Y		Copies must be included with RFP submission.
66	Do you acknowledge and agree that the resulting County contract, including its terms and conditions, will take precedence over and control in the event of any conflict or inconsistency between the County agreement and any such end-user agreement or other standard vendor terms?	Y		N/A
67	Do you acknowledge and agree that you shall not rely on or incorporate additional terms, conditions, policies or agreements that conflict with or modify the resulting County contract unless expressly agreed to in writing by the County in accordance with the applicable contract and RFP processes?	Y		N/A
68	Do you acknowledge and agree that failure to disclose proposed deviations, end-user agreements, or other terms that would conflict with the County's requirements may be grounds for determining a proposal nonresponsive or for rejecting the proposed terms?	Y		N/A

Exhibit B: Pricing

Cost proposal must contain each of the following components as separately identified line items in the proposal. Proposers shall provide a specific cost for each applicable component and shall not combine, omit, or otherwise consolidate the identified cost components. If a listed component is included at no additional cost, the Proposer shall expressly state “Included” or “No Additional Cost” for that component. If a component is not applicable to the proposed solution, the Proposer shall expressly state “Not Applicable.”

One-Time Costs

1. Start-up/implementation costs, including configuration, implementation planning, project management, testing, and launch.
2. Initial training costs, which must be included in the proposed implementation cost and separately identified.
3. Data migration/transfer costs, including migration of existing Quickbase data into the proposed solution.
4. Initial system configuration/customization costs, including development of forms, workflows, reports, dashboards, automations, integrations, or other functionality necessary to meet the requirements of this RFP.
5. Integration/setup costs, including any costs associated with connecting the proposed solution to other County systems or applications.
6. Travel costs, if applicable. Proposers shall identify whether travel is included in the proposed price or billed separately and identify applicable rates.

Recurring Costs

1. Monthly or annual user license fees, separately identifying:
    a. Standard SLCoHD Users;
    b. SLCoHD Administrative/Backend Users; and
    c. External Partner Users.
2. Minimum user commitments, if applicable.
3. Data storage costs, including the amount of storage included in the base subscription and the cost of additional storage.
4. Support and maintenance costs, including whether technical support is included in the subscription price or billed separately.

5. Software updates and upgrades, including any fees associated with new versions or major releases.
6. API or integration fees, including recurring fees associated with maintaining integrations.
7. Security, backup, or disaster recovery fees, if separately charged.

User-Based or Additional Costs

1. Additional user costs, including the cost of adding users beyond the anticipated number identified by the County.
2. External Partner User costs, including any per-user, per-organization, or other applicable fees.
3. Public-facing form or portal costs, including any fees based on form submissions, public users, transactions, or other usage.
4. Data volume/record costs, if applicable.
5. Data storage overage costs.
6. API usage or transaction costs.
7. Additional environment costs, such as development, testing, sandbox, or staging environments.
8. Additional application/module costs, if functionality required by the County is not included in the base subscription.

Professional Services

1. Post-implementation configuration or development services, including hourly or other applicable rates.
2. Additional training, including hourly or per-session rates.
3. Consulting services, if applicable.
4. Custom report/dashboard development, if separately charged.
5. Custom integration development or maintenance, if separately charged.
6. Data cleansing or migration services, if separately charged.
7. Customer support services, if separately charged.
    a. Proposer must identify whether customer support services are billed at a universal rate or separately based on office hours, emergency response, holidays, etc.

Data Portability and Contract Termination

1. Data extraction costs, including the cost to retrieve all County data upon expiration or termination of the contract.
2. Data transfer/export costs, including costs to transfer data to the County or another designated provider.
3. Transition/exit assistance costs, including vendor assistance required to transition the County to another system.
4. Costs associated with maintaining access to the system during a transition period, if applicable.

Other Costs

1. Proposers shall identify any other fees, charges, expenses, licenses, subscriptions, usage-based charges, or other costs that may be incurred by the County during implementation or throughout the contract term that are not specifically identified above. The Proposer shall clearly identify the circumstances under which each cost may apply.
2. The cost(s) to enable HIPAA-compliant functionality should be identified within this section.

Optional Grant Management Functionality

Proposers shall separately identify and price any grant management functionality offered as an optional service. Pricing shall identify all applicable one-time and recurring costs, including licensing, implementation, configuration, data migration, training, support, storage, integrations, and professional services.

The County is not obligated to purchase the optional grant management functionality.

EXHIBIT C - Project Plan

Please update this table to represent your firm's project phases. Include hours by phase for both your resources and the expected SLCo resources.	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Kick Off						
Firm's FTE Monthly Hrs.						
SLCo FTE Monthly Hrs.						
PLANNING						
Firm's FTE Monthly Hrs.						
SLCo FTE Monthly Hrs.						
Functional/Technical Specification						
Firm's FTE Monthly Hrs.						
SLCo FTE Monthly Hrs.						
Develop/Build /Integrate						
Firm's FTE Monthly Hrs.						
SLCo FTE Monthly Hrs.						
Migration						
Firm's FTE Monthly Hrs.						
SLCo FTE Monthly Hrs.						
Test/Train						
QA						
Firm's FTE Monthly Hrs.						
SLCo FTE Monthly Hrs.						
UA						
Firm's FTE Monthly Hrs.						
SLCo FTE Monthly Hrs.						
Deploy/operate						
Go live						
Firm's FTE Monthly Hrs.						
SLCo FTE Monthly Hrs.						
Support						
Firm's FTE Monthly Hrs.						
SLCo FTE Monthly Hrs.						
On-System/On-going Services/Upgrades						
Firm's FTE Monthly Hrs.						
SLCo FTE Monthly Hrs.						

EXHIBIT D

Reference Form

Proposer: please request references from 3-5 of your customers. As least one reference in the public sector.

Customer: please complete this reference form and return to requester at your earliest convenience**.**

Proposer's Name	
Name of customer	
Customer contact name, email address and phone number	
Number of years contracted	
Contract annual $ value	
Describe services, company size, industry, length of association.	
Other pertinent information	
*Customer service	
*Communication	
*Met project benchmarks and timeline	
*Overall satisfaction	
*Selection committee member: rate quality of reference	
*Selection committee member: rate work performed relevant to County RFP	

***Rubric**

5 excellent
4 very good
3 average
2 fair
1 poor

EXHIBIT E – Sample Agreement Acceptance or Alternate Proposed

Choose the option below that applies regarding acceptance of the sample agreement included in the Request for Proposal (RFP).

(___) 1. Proposer affirms acceptance of the Request for Proposal (RFP) and included sample agreement, and Proposer takes no exception, nor will put forth any additional or conflicting terms and conditions, contracts, or third-party agreements for consideration should the Proposer be awarded the contract.

(___) 2. Proposer takes exception to the sample agreement included in the Request for Proposal and includes those exceptions below along with proposed terms and conditions, additional contracts, or third-party agreements the Proposers requests County to consider should the Proposer receive an award of the contract. Proposer understands that deviations from the Example Agreement are made at the County's sole discretion.

REQUIRED IF EXCEPTIONS TAKEN: A concise written statement below detailing exceptions to the sample agreement included as part of the Request for Proposal. Include additional pages and attachments as necessary such as terms and conditions, contracts, and/or third-party agreements also to be considered.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

NOTE: Failure to submit this exhibit as part of proposal will be considered affirmation of acceptance of the Request for Proposal (RFP) and included sample agreement and Proposer takes no exception, nor will put forth any terms and conditions, contracts, or third-party agreements for consideration should the Proposer be awarded the contract.

County reserves its right to award the next highest ranked proposer should an acceptable agreement cannot be reached between Proposer and County.

Exhibit F

Certificate of Final Acceptance

Project Name: _____ Contract#: _____

Project#: _____ **Date of Final Acceptance:** _____

Location: _____ Contractor_____

Address: _____ Address: _____

_____ _____

_____ _____

Signing of the Final Acceptance form shall certify that the work contained in the subject contract has been inspected by the parties listed below and all requirements contained in the proposal including the items listed below have been substantially completed, that the Contractor has fulfilled all contractual obligations that the warranties have been accepted and the Contractor may be authorized to receive payment as specified in the contract.

1) Statement of work ___
2) Functional Requirements ___
2) Technical Requirements: ___
3) Project plan complete ___

The first day of the month following the Date of Final Acceptance begins Year two (2) through Year five (5).

SIGNATURES

_____ _____
Project Lead Date

_____ _____
Chief Information Officer Date

_____ _____
Contractor Date

EXHIBIT G : Privacy Criteria — Governmental Data Privacy Act (Utah Code § 63A-19)

Respondents: mark Yes or No for each question below. These questions address only the County's privacy obligations under the Governmental Data Privacy Act. Records, Legal, Security/IT, Procurement, and the data owner review their own criteria separately.

No.	Question	Yes	No	N/A
	GENERAL GDPA COMPLIANCE			
PRI-1	Will your organization comply with the Utah Government Data Privacy Act (Utah Code § 63A-19) with respect to any personal data it processes or has access to under the contract, to the same extent required of Salt Lake County?	☐	☐	☐
	PRIVACY NOTICE & TRANSPARENCY			
PRI-2	When collecting personal data from individuals on the County's behalf, will your organization provide a privacy notice at the point of collection (posted where the data is collected, included on the collection form, or through a conspicuous link or QR code)?	☐	☐	☐
PRI-3	Will the privacy notice describe all intended purposes and uses of the personal data?	☐	☐	☐
PRI-4	Will the privacy notice identify the classes of persons and entities with whom personal data is shared or to whom it is sold, and the record series in which the personal data is included?	☐	☐	☐
PRI-5	If the service collects user data through a County-facing website, will your organization support the County's website privacy notice, including disclosure of any website tracking technology used to collect user data?	☐	☐	☐
	DATA MINIMIZATION & PURPOSE LIMITATION			
PRI-6	Will your organization obtain, access, and process only the minimum personal data reasonably necessary to perform the contracted services?	☐	☐	☐
PRI-7	Will your organization use County personal data only for the purposes identified in the applicable privacy notice and necessary to perform the contracted services?	☐	☐	☐
PRI-8	Will your organization refrain from using County personal data for advertising, unrelated analytics, product development, AI/model training, or other secondary purposes not authorized by the County?	☐	☐	☐
	SELLING & SHARING OF PERSONAL DATA			
PRI-9	Will your organization refrain from selling County personal data unless expressly required by law?	☐	☐	☐
PRI-10	Will your organization refrain from sharing or redisclosing County personal data unless permitted by law or authorized by the contract?	☐	☐	☐
PRI-11	Will your organization identify any subcontractors, hosting providers, affiliates, or other third parties that may process or have access to County personal data?	☐	☐	☐
	INDIVIDUAL RIGHTS			

PRI-12	Will your organization reasonably assist Salt Lake County in responding to individual requests to access, amend, or correct personal data, and related complaints, as required by GDPA?	☐	☐	☐
RETENTION & DISPOSITION				
PRI-13	Will your organization retain and dispose of County personal data in accordance with the County's documented record retention schedule and direction, and return, delete, or dispose of the personal data when directed, unless retention is required by law?	☐	☐	☐
DATA BREACH NOTIFICATION				
PRI-14	Will your organization notify Salt Lake County of any data breach involving County personal data without unreasonable delay?	☐	☐	☐
PRI-15	Will your organization provide the information the County needs to complete required breach notifications (for example, the date and time of the breach, date discovered, a description, how access occurred, the types of personal data and number of individuals involved, and mitigation steps taken)?	☐	☐	☐
AUTOMATED PROCESSING & TRACKING (DISCLOSURE)				
PRI-16	Will your organization disclose whether the service uses automated decision-making, profiling, cookies, analytics, session replay, or other tracking technology involving County personal data?	☐	☐	☐
SENSITIVE OR REGULATED PERSONAL DATA (IDENTIFICATION)				
PRI-17	Will your organization identify whether the service involves personal data subject to more specific or more restrictive privacy laws (for example, health, substance use, criminal justice, tax, or data about minors)?	☐	☐	☐
PRIVACY PROGRAM COOPERATION				
PRI-18	Will your organization cooperate with reasonable Salt Lake County privacy reviews, privacy impact assessments, and privacy program documentation related to the service?	☐	☐	☐

SALT LAKE COUNTY
CONTRACTS & PROCUREMENT

Attachment A - Request for Proposals Cover Summary

Legal Name			
Doing Business As (if applicable)			
Address	City	State	Zip Code
Contact Person after contract award	Telephone Number		
E-mail Contact			

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this organization to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of the Mayor for Salt Lake County.

Proposer Authorized Representative Type or Print Name	Date
	Position or Title

Signature required when submitting hard copy.
Electronic signature acceptable if an electronic proposal is allowed.

X	Proposer _____

Please include one or two e-mail address for notification of an interview.

	Name, telephone number, E-mail address

Attachment B
REQUEST FOR PROTECTED RECORD
(Business Confidentiality Claim)

I request that the attached/enclosed information (record) provided to Salt Lake County, or any of its agencies (divisions or programs), be considered confidential and given protected status as defined in Utah's Government Records Access and Management Act ("GRAMA").

Name and Address of business and representative making this confidentiality claim:

_____

_____

Description of the information (record) which is to be covered by this confidentiality claim and which you believe qualifies for protected status:

_____

_____

_____

The following reasons support this claim of business confidentiality and protected status under Utah Code Ann. § 63G-2-305 (please check all of the following that apply):

(___) 1. The record provided is a trade secret as defined in Utah Code Ann. § 13-24-2 (*See* Utah Code Ann. §§ 63G-2-305(1) and 63G-2-309).

(___) 2. The record is commercial or non-individual financial information and: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of Salt Lake County, or its agencies, to obtain necessary information in the future; and (b) the interest of the provider in prohibiting access to the information is greater than the interest of the public in obtaining access. (*See* Utah Code Ann. §§ 63G-2-305(2) and 63G-2-309).

REQUIRED: A concise written statement supporting a business confidentiality claim, as required by Utah Code Ann. § 63G-2-309(1). Attach additional sheets if necessary.

_____

_____

_____

_____

_____

_____

NOTE: Claimant shall be notified if a record claimed to be protected is classified public or if the determination is made that 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 an appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing within thirty (30) calendar days**. *See* 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: https://slco.org/globalassets/1-site-files/policies/countywide/2040.pdf?v=03282022114310737.

Signature of Claimant Representative: _____ Date: _____

Claimant Representative Name and Title: _____

SALT LAKE COUNTY CONTRACTS & PROCUREMENT
ATTACHMENT C - PREFERENCE SYSTEM

Salt Lake County may award bids or adjust scoring to a proposal through a preference system. One or more preferences may accrue to vendors who submit responsible, responsive offers if other factors are met.

Vendors may request the following preferences:

- Employee Health Care Preference
- Veterans and Companywide Hiring Preference

Employee Health Care Preference

The Health Care Preference shall accrue to vendors who currently provide and will maintain the following through the term of the contract with the County:

- A health benefit plan, as defined by Utah Code Ann. § 26-40-115(1), made available to the vendor's covered employees and their dependents.
- A copy of the health benefits certificate or a letter signed by the vendor's carrier detailing coverage and dates of coverage of the health care benefits.

Veterans and Companywide Hiring Preference

The Veterans and Companywide Hiring Preference shall accrue to vendors who currently provide and will maintain all of the following through the term of the contract with the County:

For veterans:

- A completed and signed certificate explaining its program to actively recruit and employ veterans that includes the success rate of its program by listing the percentage of its workforce that qualifies as veterans under this policy;
- A completed and signed certificate verifying that a vendor has employed, and is currently employing, at least one veteran under its recruitment program;

Companywide:

- A drug and alcohol testing policy that applies to all covered individuals employed or hired by the vendor and requires covered individuals to submit to random testing;
- A job training program recognized by a federal, state, or local governmental entity; and,
- A job safety program that complies with job safety and health standards of the Occupation and Safety Health Administration (OSHA) or the state standards which are at least as effective as the federal standards.

REQUIREMENTS

If required certification form and preference documentation is not received with the proposal, the County will not consider the preference request.

The County maintains the right to monitor the vendor's compliance of any preference status. Violation of this contract condition shall be the basis for immediate termination of the contract for default by the vendor.

Request for Proposals (RFPs)
A proposer may receive one (1) point added to the total score of its proposal for each of the preferences offered herein for which the proposer qualifies.

PREFERENCE CERTIFICATION FORM

YOU MUST CHECK THE BOX FOR EACH PREFERENCE OPTION CLAIMED

If you do not include this completed certification form along with required documentation with your bid or proposal submission, your preference request will not be considered.

☐ ***Employee Health Care Preference*** *– Currently provide and will maintain qualifying health benefits to covered employees and dependents through the term of the contract with the county. A copy of the health benefits certificate or a letter signed by the vendor's carrier detailing coverage and dates of coverage of the health care benefits must accompany the bid or proposal to have the preference request accepted.*

☐ ***Veterans and Companywide Hiring Preference*** *– Currently provide and will maintain all of the following programs through the term of the contract with the county:*

Veterans and Companywide Hiring Preference Certification Form

Company Name:

Explanation of Program to Actively Recruit and Employ Veterans*:

Percentage of workforce that qualifies as veterans: ☐

Vendor has employed, and is currently employing, at least one Veteran under its recruitment program. Yes No

**For purposes of this section of County Policy, a veteran is an individual who has served on active duty in the armed forces of the United States for more than 180 consecutive days; or, was a member of a reserve component who served in a campaign or expedition for which a campaign medal has been authorized and who has been separated or retired under honorable conditions; or, has incurred an actual service-related injury or disability in the line of duty.*

Vendor maintains a drug and alcohol testing policy that applies to all covered individuals employed or hired by the vendor and requires covered individuals to submit to random testing. Yes No

Vendor maintains a job training program recognized by a federal, state, or local governmental entity. Yes No

Vendor offers a job safety program that complies with job safety and health standards of the Occupation and Safety Health Administration (OSHA) or the state standards which are at least as effective as the federal standards. Yes No

By signing below, vendor certifies that the information provided on this Veterans and Companywide Hiring Preference Certification Form is true and correct as of the time of submitting this bid or proposal.

Vendor's Signature:

Attachment D - Environmental Compliance Practices
Vendor Compliance Statement and Non-Debarment Certification

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 noncompliant. If a vendor 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 vendor non-responsible and decline to award a contract.

2. Based on the foregoing, the vendor certifies, to the best of its knowledge, that neither the vendor nor any owner, officer or agent of the vendor:

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 vendor;

2.3 has, within the last three (3) 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 noncompliance, indicating a lack of business integrity or business honesty affecting its responsibility as a county vendor;

2.4 has, within the last three (3) 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 vendor.

3. Vendor shall require any sub-vendor to disclose in writing, whether at the time of the award of the subcontract, the sub-vendor complies with the certification requirements in subparagraphs 2.1, 2.2, 2.3 and 2.4 above.

4. Vendor shall immediately notify the county in writing if, at any time before the award, the vendor learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.

5. If it is later determined that vendor 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.

County Contract No. _____

Agreement between Salt Lake County and _____ for _____ Software

This Agreement is between Salt Lake County, a body corporate and politic of the State of Utah ("County" or "Licensee") and _____ ("Contractor" or "Licensor"). County and Contractor may be referred to as "the parties."

RECITALS

A. On _____, 20_____, County issued RFP # _____ for _____, including Amendment 1 and Amendment 2 (the "RFP").

B. On _____, 20_____, Contractor submitted a proposal and corresponding pricing proposal in response to County's RFP ("Contractor's Response").

C. On _____, 20_____, the mayor or designee approved the recommendation of the RFP selection committee to enter into this Agreement with Contractor.

THEREFORE, the parties covenant and agree as follows:

1. SCOPE OF SERVICES
   1.1. The Salt Lake County Standard Information Technology Terms and Conditions ("Terms and Conditions"), attached hereto as Addendum 1, is incorporated by reference into this Agreement.
   1.2. Contractor agrees to provide _____ (the "System"), as requested and required in the RFP, attached and hereby incorporated into this Agreement as Addendum 2, as outlined in Contractor's Response attached and hereby incorporated into this Agreement as Addendum 3.
   1.3. The Agreement and the addenda are complementary, and what is called for by any one of them shall be as binding as if called for by all. Although certain provisions of Addendum 1, 2, and 3 are not expressly set forth in this Agreement, those provisions shall have the same force and effect as though fully set forth unless said provisions conflict, either directly or indirectly, with other provisions stated in this Agreement or in any other Attachment. In the event of inconsistency between any provision of the Addenda with the provisions in any other Addendum or in this Agreement, the provisions that control shall be determined in accordance with the order of precedence set forth in Paragraph 34 of this Agreement.
   1.4. SOFTWARE [*Actual provisions may vary based on type of software services purchased.]*

SAMPLE

1.4.1. "Software" means _____ [clearly define using Vendor name, software name, version number, formatting, and platform (windows, OSX, Linux].

1.4.2. (*Choose the grant of license language based on the type of software we are purchasing: Installed on local machines/servers; Web based software; development Software.)*

1.4.2.1. Locally installed*:* [Contractor hereby grants County a nonexclusive license to reproduce and use _ copies of the Software for the purposes identified in the RFP, subject to the restriction set forth in Section 1.4.2.2.] *or* [Contractor hereby grants County a nonexclusive license to reproduce and use the Software for the purposes identified in the RFP, subject to the restriction set forth in Section 1.4.2.2.] or Contractor hereby grants County a nonexclusive license to use the Software, provided: (a) County may give no more than __ concurrent users access to the Software; and (b) Customer complies with the other restrictions set forth in this Section 1.4.2.2.]

Web based/Cloud Service: [*for SaaS type purchases* - During the term of this Agreement, County may access and use Contractor's _____ service, as identified in Addendum 3 and required in Addendum 2] (the "Service"). Vendor retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not grant Customer any intellectual property rights in the Service or any of its components.] [*for PaaS and IaaS type purchases* - County may access and use the computer system described in Addendum 3 and required in Addendum 2 (the "System") from execution of this Agreement until expiration or termination (the "Subscription Period"). Contractor retains all right, title, and interest in and to the System, including without limitation all computers, other hardware, and software incorporated into or used by the System, and this Agreement does not grant County any intellectual property rights in the System or any of its components.]

Software Development (to be owned by the County): [Contractor hereby grants County a nonexclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, license: (a) to reproduce, modify, distribute, publicly perform, publicly display, and use the Deliverables and Software, in each case without any restrictions; and (b) to sublicense any or all such rights to third parties.]

1.4.2.2. The License granted under this Agreement will continue until this Agreement expires or otherwise terminates. [*this provision may need modification if the work is for hire and the County intends to obtain ownership of the software.*]

1.4.2.3. *Restrictions*

1.4.2.3.1. Except as provided in the Terms and Conditions, Copies of the Software transferred pursuant to this Agreement are licensed, not sold, and County receives no title to or ownership of any copy or of the Software itself. Furthermore, County receives no rights to the Software other than those specifically granted in this Section 1.4, and as provided

SAMPLE

in the Terms and Conditions. Without limiting the generality of the foregoing, County shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software; or (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code.

1.5. IMPLEMENTATION/CUSTOMIZATION/MIGRATION:

1.5.1. [*Implementation will be based on the submitted proposals, consistent with the requirements of the RFP. This section cannot be used to otherwise limit Contractor's liability.*]

1.6. HARDWARE AND SOFTWARE. Contractor shall provide the following software, hardware, and ancillary commodities required to implement the Software. Contractor warrants that the hardware, software, licenses, and other products specified herein are sufficient to effectively and efficiently implement the System requested in Addendum 1 and proposed in Addendum 2 (collectively referred to as "Hardware and Software"):

1.6.1. _____

1.6.2. _____

1.6.3. _____

1.7. OTHER DELIVERABLES. Contractor is to provide _____, as required in Addendum 1, Addendum 2, and Addendum 3 ("Deliverables").

1.8. MAINTENANCE AND SUPPORT.

1.8.1. Maintenance: Contractor shall provide the maintenance support as required in Addendum 2, proposed in Addendum 3, and further detailed Addendum ___ ("Maintenance and Support) upon (Effective Date or Go-Live).

2. CONSIDERATION AND PAYMENT *[Actual provisions may vary based on type of software services purchased.]*

2.1. Consideration/Pricing: [Will be based on the fee schedule submitted by Contractor.]

2.1.1. Implementation/Customization/Migration is a onetime not to exceed amount of $_____, broken down as follows:

Services	**Unit Price**	**Unit**	**Quantity**	**Amount**
Data Acquisition, migration, conversion, and installation	$_____	Lot? Unit? Each?	_____	$_____
Customization				
Software Training – Online Training	$_____	_____	_____	$_____
Software Training – Onsite Training	$_____	_____	_____	$_____

SAMPLE

Software Onsite Training Travel Expenses	$_____	_____	_____	$_____
			Deliverables Total	$_____

2.1.2. Hardware and Software is a onetime not to exceed amount of $_____, broken down as follows:

Software	**Unit Price**	**Unit**	**Quantity**	**Amount**
_____ Software License Cost	$_____	_____	_____	$_____
_____ Hardware costs	$_____	_____	_____	$_____
Other Costs				
			Total:	$_____

2.1.3. Annual Maintenance and Support fees are a total not to exceed $_____, broken into monthly amounts for clarity:

Services	**Monthly Unit Price**	**Unit**	**Quantity**	**Amount**
Maintenance and Support Base Fee	$_____	_____	_____	$_____per month
[Other Fee, such as hardware maintenance]	$_____	_____	_____	$_____ per month
			Monthly Total	$_____
			Annual Total	$_____

2.1.3.1. CONTRACTOR FEE AT RISK

a. The Contractor understands that the services and software provided to County under this Agreement are critical to County operations. The Contractor agrees to guarantee its on-going performance by reducing its annual fee by 10% in any contract year where "System Downtime" exceeds .5% in a contract year. If Contractor fails to apply the 10% reduction where applicable, County may deduct the 10% from its payment to Contractor.

b. "System Downtime" is defined as time when the Product including any of its individual functions, or any hardware purchased from Contractor, does not function as required in this Agreement or are otherwise rendered inaccessible to the County or County patrons due to a defect or

SAMPLE

malfunction of the Contractor. To be considered System Downtime, it is not necessary that the entire Software system be inaccessible. County will monitor and track the amount of System Downtime during business days between 6am and 9pm Mountain Standard Time. System Downtime will be determined by the County's sole discretion.

c Reduction of fees under this subsection is not County's sole remedy for failure of the Contractor to perform its obligations under this Agreement and its incorporated Attachments, but shall be in addition to any other rights, remedies, or damages available to the County under this Agreement, in law, or in equity. Contractor shall have no remedy, either in law or equity, for payment of an amount reduced under this subsection.

2.1.4. The Parties agree that pricing is guaranteed for the Initial Term of the Agreement.

2.1.5. Pricing for Additional Terms: Contractor may submit a written request for price escalation no later than July 30th of the calendar year prior to the expiration of the Initial Term, or July 30th for any subsequent Additional Terms. Any such request shall be accompanied by written justification for the increase. Any price increase may not exceed 3% over the pricing for the immediately previous term. Any price escalation may be approved or rejected by the County in County's sole discretion. If approved by the County, to be effective any price escalation must be added as a written amendment to this Agreement. Contractor agrees that County's refusal to grant a price increase shall not give Contractor any rights or remedies for termination for default, or for any other claim or cause of action.

2.2. Payment:

2.2.1. Licensing Fee [*Sometimes the fee is included in the cost of the hardware software. This may be a onetime license fee, or simply the first year. Actual language will depend on the proposal by Contractor.]*

2.2.1.1. County will pay Contractor: (a) $_____ in license fees due within 30 days of the [Effective Date or Go-Live date or Acceptance as defined in the Terms and Conditions]; and (b) $_____ in license fees per _____ [timeframe: calendar year, contract year, Year One, etc.], upon correct invoicing by Contractor.

-OR- Contractor will invoice County for the total annual license fees after [Effective Date or Go-Live date or Acceptance as defined in the Terms and Conditions] and for each subsequent twelve month period. The County will pay invoices within thirty (30) days of receipt of a correct invoice.

-OR- Within 30 days of the Effective Date of this Agreement, Contractor may invoice the County for thirty percent (30%) of the total cost of hardware/software under Section _____. Within 30 days of completion to the County's satisfaction of the data conversion, implementation, and training, and go-live, Contractor may invoice the County for thirty percent (30%) of the total cost under Section ____. Within 30 days of Acceptance, as defined by the Terms and Conditions, Contractor may invoice the County for the remaining forty percent of the total cost under section 2.1.2. In each instance, County will pay Contractor within 30 days of receipt of a correct invoice.

2.2.2. Annual Fees for Maintenance and Support

SAMPLE

2.2.2.1. Once annually, Contractor will invoice County for the total annual fees for maintenance and support. Contractor may invoice County on a pro-rata basis for the total months the Software is live in Year One. Contractor may invoice County for each subsequent twelve month period. The County will pay invoices within thirty (30) days of receipt of a correct invoice.

2.2.3. Correct Invoices: Invoices submitted by the Contractor shall be in a format substantially similar to the sample format attached in Addendum 4 to this Agreement. Invoices with additional terms or conditions will be rejected. The County has the right to correct an incorrect invoice before paying.

3. EFFECTIVE DATE, TERM, SCHEDULE, AND RENEWAL OPTIONS

3.1. Effective Date: This Agreement shall be effective upon the date of the last party to sign as indicated by the dates correlating to the signatures (the "Effective Date") and shall continue for a term of three years after the Go-Live Date ("Initial Term"), with the County and Contractor reserving the right to terminate without penalty at the end of the Initial Term. Implementation starts upon the Effective Date. The implementation period shall end upon the Go-Live Date ("Implementation Period").

3.2. Timeline [*The County, based on the Proposal but consistent with the RFP, may create milestone dates. Below is an example. Depending on the Proposal, payment may be tied to completion of those milestones. The Milestones need to be clearly defined.*]

3.2.1. Milestone A: Customization, design, etc. complete within ____ days.

3.2.2. Milestone B: Implementation complete within _____days of Effective Date;

3.2.3. Milestone B: Go-live by X date or within ___ days of Effective Date

3.2.3.1. In the event the Go-live is not achieved within _____ days after the date specified in 3.2.3 above, Contractor shall refund to County all payments made by County under this Agreement and shall return all data provided to County as required in this Agreement, and this Agreement shall terminate.

3.3. Additional Terms: The County and Contractor may renew the Agreement for two additional one-year terms ("Additional Terms"). Renewals may be initiated at the sole discretion of County and will be completed in writing signed by both parties prior to the expiration of the Initial Term or subsequent Additional Term. County may decline to renew this Agreement for any reason, including any price increases presented by Contractor as provided above. If County decides not to extend the Agreement for an additional term, County may inform Contractor of its decision at any time, though County has no obligation to so inform Contractor. Contractor agrees that the County's refusal to renew this Agreement for any reason will neither 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.

3.4. The maximum combined length of the Initial Term and subsequent Additional Terms is five years.

4. INDEPENDENT CONTRACTOR AND TAXES

Contractor is an independent contractor. Contractor shall 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; workers' compensation; disability pensions and tax

SAMPLE

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. This Agreement does not create a partnership, joint venture, or employer/employee relationship.

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.

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 be entirely responsible for their acts and for the acts of their agents, employees, and servants during the performance of this Agreement.

6. COUNTY REPRESENTATIVE

County will appoint a County Representative to assist in its administration of this Agreement and to coordinate performance of the services to be provided by Contractor under this Agreement. The County Representative does not have authority to amend or alter this Agreement.

7. CONTRACTOR REPRESENTATIVE

Contractor shall designate an employee and make known to 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 County to coordinate the performance of its obligations under this Agreement.

8. STANDARD OF PERFORMANCE/PROFESSIONALISM

Contractor agrees to perform its services under this Agreement with the highest level of professionalism observed by professionals in its industry.

9. INDEMNIFICATION

To the fullest extent allowably by law, the Contractor shall hold harmless and indemnify the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third parties, including subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), resulting directly or indirectly from, or arising out of, the Contractor's breach of this agreement or any acts or omissions of or by the Contractor, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this agreement. The Contractor agrees that its duty to indemnify the County under this agreement includes litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, award, or verdict paid or incurred on behalf of the County.

10. GOVERNMENTAL IMMUNITY

SAMPLE

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 (as in effect at any given time). 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 to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. Nothing in this Agreement or any act or forbearance during performance shall be construed as a waiver of the Act.

11. NON-FUNDING CLAUSE.

Upon 24 hours written notice delivered to the Contractor, as outlined in Section 18 of this Agreement, this Agreement may be terminated in whole or in part at the sole discretion of the County, if the County reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the County's ability to pay under this Agreement. A change of available funds as used in this paragraph includes but is not limited to a change in Federal, State, or County funding, whether because of a legislative act or by order of the President, the governor of the State of Utah, or the Salt Lake County Mayor. If written notice is delivered under this section, the Grantee will provide an accounting of work completed up to the date of termination and submit a detailed invoice to the County. County will pay the Contractor within 30 calendar days receipt of a sufficient and accurate invoice. The County will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

12. INSURANCE

12.1 County represents that it is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801 (as in effect at any given time).

12.2 The parties agree that any limitations of liability provisions are inapplicable to Contractor's liability as covered by the insurance required under Section 12 of this Agreement.

12.3 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.

SAMPLE

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.

H. Contractor waives its right to subrogate against the County, and shall require that its insurer waives its right to subrogate against the County.

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 $500,000 per occurrence with a $1,000,000 general policy aggregate and $1,000,000 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 in the minimum amount of $1,000,000 per occurrence with a $2,000,000 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 $100,000 per person, $300,000 per accident, $50,000 property damage or a single combined limit of $500,000.

E. Cyber liability and technology errors and omissions insurance, in the minimum per loss amount of $1,000,000. Such cyber liability insurance shall include coverage for interruption, intrusion, unintended data exposure and data seizure, theft, and dissemination and will include coverage for network security arising from the unauthorized access to, use of, or

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tampering with computer systems, including hacker attacks, data restoration, loss forensics, crisis management expenses (such as public relations, notifications, reputation damage, etc.), identity monitoring and restoration, regulatory fines, notification expenditures and business interruption. The coverage shall be primary to any other insurance available to the County and shall include a non-subrogation clause for losses to data under the contractor's care, custody, and control, whether or not caused by the contractor. The County grants Contractor 90 days from the Effective Date of this Agreement to acquire and provide the County with satisfactory written evidence Contractor has secured Cyber liability and technology errors and omissions insurance as required herein. If Contractor fails to do so, the County may at its sole discretion obtain such coverage and reduce payments to Contractor for the costs of said 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 (as in effect at any given time); 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 ordinance.

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. Contractor acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation, or other entity that is engaged in any contract with the County on the date of the contribution or has contracted with the County at any time during a one-year period prior to the date of the contribution 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.

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,

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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, 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, for misuse of public funds or monies. Contractor understands that County may monitor the expenditure of public funds by Contractor. Contractor 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. EARLY TERMINATION

18.1 Termination for Breach. County may terminate this Agreement for breach by the Contractor, effective upon written notice to Contractor stating County's intention to terminate this Agreement.

18.2 Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any Term of this Agreement when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following unforeseen force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics (excepting COVID) or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within fifteen (15) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party

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shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for a period in excess of thirty (30) consecutive days following written notice given by it under this section, either Party may thereafter terminate this Agreement upon fifteen (15) days' written notice to the other party. Termination of the Agreement under this Force Majeure provision will be treated as a Termination for Convenience, consistent with Section 18.3 below.

18.3 Termination for Convenience. This Agreement may be terminated by County for any reason or for no reason, upon not less than 10 days' prior written notice to the Contractor delivered in accordance with Section 18.4 stating County's intention to terminate this Agreement. 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.

18.4 Termination Notices.

All notices required under this Section 18 and Section 11 shall be made in writing and shall be sent via overnight express carrier or by certified or registered mail, return receipt requested, to the Parties at the following addresses:

COUNTY: Contracts Administrator
Salt Lake County
2001 South State, Suite, N4-600
Salt Lake City, Utah 84190-3100

CONTRACTOR:

Notice shall be effective upon the next business day following the date of delivery stated on the receipt provided by the carrier.

19. COMPLIANCE WITH LAWS

19.1 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.

19.2. At Contractor's sole cost, Contractor certifies it is in compliance with Utah Code § 63G-27-201 and will remain in compliance for the duration of this Agreement.

19.3 At Contractor's sole cost, Contractor is subject to and shall fully comply with the Government Data Privacy Act, Utah Code §§ 63A-19-101, et seq.

19.4 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

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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 person 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 Title 49 Chapter 11 (as in effect at any given time). 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 federal, state, and local labor laws. Contractor shall indemnify and hold County harmless 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 or sole source by County, Contractor shall register and participate in the Status Verification System before entering into a contract with the County as required by, and agrees to comply with, Utah Code § 63G-12-302. Contractor's failure to so comply may result in the immediate termination of its contract with the County.

24. CONFIDENTIALITY

24.1. Contractor acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code §§ 63G-2-101 to -901. 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 U.C.A §§ 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.

24.2. Contractor shall hold all information or data provided to it by County or by County patrons 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,

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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. This provision does not convey ownership of Contractor's software or its underlying code.

26. ASSIGNMENT

Contractor shall not assign or transfer its obligations nor its rights to compensation under this Agreement, without the prior written approval of County which may be withheld at County's sole discretion. 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.

27. SUBCONTRACTING

Contractor agrees that it shall not subcontract its duties or obligations under this Agreement without prior express written consent of County which may be withheld at County's sole discretion.

28. TIME

The Parties agree 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.

29. ENTIRE AGREEMENT

County and Contractor 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. This Agreement may not be enlarged, modified, or altered, except in writing, signed by the Parties. Only the Salt Lake County Mayor or designee by executive order (available on the County's website) can execute an amendment to this Agreement. The failure of County to insist, in any one or more instances, upon a strict performance of any term or provision of this Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, unless expressly waived in a written and signed amendment.

30. GOVERNING LAW

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, without regard to Utah's choice of

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law provisions. All actions, including but not limited to court proceedings, administrative proceedings, and mediation proceedings, shall be commenced, maintained, adjudicated, and resolved within the jurisdiction of the State of Utah, within Salt Lake City, in the Third Judicial District Court for Salt Lake County.

31. COUNTERPARTS

This Agreement may be executed in several counterparts, and all so executed shall be 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 email shall be deemed an original signed copy of this Agreement.

32. 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. Contractor terms and conditions that apply must be in writing and attached to this Contract. No other terms and conditions will apply to this Contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, purchase orders, etc. 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. Technology Terms and Conditions (Addendum 1);
C. RFP (Addendum 2)
D. Contractor's Proposal (Addendum 3)
E. Contractor's Licensing and Service Agreement (if any) with corresponding attachments (Addendum 4).

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.

33. GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA

If any GIS data is created or maintained under this Agreement, Contractor agrees to comply with Countywide Policy 1013 – Standards for Geographic Information System.

34. PAYMENT CARD DATA

If, under this Agreement, Contractor processes payment card transactions on behalf of County, Contractor agrees to comply with the Payment Card Industry's Data Security Standard and Countywide Policy 1400-7 - Payment Card Industry Data Security Standard .

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IN WITNESS WHEREOF, the Parties execute this Agreement.

Salt Lake County

Signature: _____
Mayor or Designee

Date: _____

Division Approval

Signature: _____
Division Director

Department Approval (if above $100,000.00)

Signature: _____

Approved as to form

Signature: _____

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Contractor by authority of law and that this Agreement is binding upon the Contractor. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 76-8-504 (1973).

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SALT LAKE COUNTY STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS

1) DEFINITIONS:
   a) "Access to Secure County Facilities, Data, and Technology" means Contractor will (A) enter upon secure premises controlled, held, leased, or occupied by County; (B) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by the County; or (C) have access to or receive any Public Data or Confidential Information during the course of performing this Contract.
   b) "Agreement" means the Agreement for Software to which these Terms are attached, including, including all referenced attachments, exhibits, addenda, these terms and conditions, and any other documents incorporated by reference. This Agreement may include any purchase orders that result from the parties entering into this Agreement.
   c) "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors, or other agents of Contractor who need to Access to Secure County Facilities, Data, and Technology to enable the Contractor to perform its responsibilities under this Contract.
   d) "Confidential Information" means information that is deemed as confidential under applicable record laws, including but not limited to documents classified as private, protected, or controlled under the State of Utah's Government Records Access and Management Act ("GRAMA"). Confidential Information includes Personal Identifiers. The County reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws by Contractor.
   e) "Contractor" means the individual or entity identified on the signature page of the Agreement. Contractor include Contractor's agents, officers, employees, partners, Subcontractor at any level, and/or any other person or entity for which Contractor may be liable under federal, state, or local laws.
   f) "County" means Salt Lake County.
   g) "Custom Deliverable" means the product that Contractor is required to design, develop, or customize and deliver to County as specifically described under this Agreement or an associated statement of work for which all interest and title shall be transferred to and owned by County. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Agreement. Custom Deliverable includes "Software" definition from the Agreement.
   h) "Data Breach" means the unauthorized access or acquisition of Public Data and compromises the security, confidentiality, or integrity of Public Data. It is within the

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County's sole discretion to determine whether the unauthorized access is a Security Incident or a Data Breach

i) "Federal Criminal Background Check" means a fingerprint-based, nationwide background check conducted and processed by the FBI.
j) "Go-Live" or "go-live" means the date so specified in the Solicitation. If no date is specified, "Go-Live" means the earlier of (a) Acceptance of installation and customization of the Software pursuant to Section ___ (Acceptance) or (b) County's first use of the Software in production.
k) "Good" means any deliverable not classified as a Custom Deliverable or Service.
l) "Licensing Period" means the _____ [two year, five year, etc.] period following Go-Live.
m) "Maintenance Term" means the _____ [two year, five year, etc.] period following Go-Live.
n) "Non-Public Data" means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the County and the federal government because it contains information that is exempt by state, federal and local statutes, ordinances, or administrative rules from access by the public as public information.
o) "Personal Data" includes any data or information that is protected by state, federal, or local law, and includes data that includes information relating to a person that identifies the person by a person's first name or first initial and last name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; including account number, credit or debit card numbers; or protected health information (PHI) relating to a person, or any other information that is linked or can be reasonably linked to an identifiable individual.
p) "Personal Identifiers" has the same meaning as defined in Salt Lake County Ordinance 2.81.010(C) in effect at any given time.
q) "Proposal" means Contractor's response documents, including attachments, to the County's Solicitation.
r) "Protected Health Information" (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.
s) "Security Incident" means the attempted unauthorized access to Public Data that may result in the use, disclosure, or theft of the Public Data.
t) "Services" means the furnishing of labor, time, or effort by Contractor as set forth in this Contract, including but not limited to installation, configuration, implementation, technical support, warranty maintenance, and other support services.
u) "Solicitation" means the documents used by the County to solicit Contractor's Proposal for the Goods, Custom Deliverables, or Services identified in the Agreement.
v) "Public Data" means all Confidential Information, Non-Public Data, Personal Data, and Protected Health Information, and Personal Identifiers that are created, controlled, maintained, or in any way originating with the County or County's patrons whether such

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data or output is stored on the County's hardware, Contractor's hardware, or exists in any system owned, maintained or otherwise controlled by the County, or by Contractor. Public Data includes any federal data, that the County controls or maintains, that is protected under federal laws, statutes, and regulations.

w) "Subcontractors" means subcontractors or subconsultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or anyone else for whom the Contractor may be liable, at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

x) "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the ordering Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.

2) RECORDS ADMINISTRATION: Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by County to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, County Auditors, State of Utah auditors, federal auditors, or any firm identified by the County, access to all such records on site or virtually. Contractor must refund to the County any overcharges brought to Contractor's attention by the County and Contractor is not permitted to offset identified overcharges by alleged undercharges to County.

3) CONTRACTOR ACCESS TO SECURE PUBLIC FACILITIES, PUBLIC DATA, AND TECHNOLOGY: An employee of Contractor and Subcontractor may be required to complete a Federal Criminal Background Check, if said employee of Contractor or a Subcontractor will have Access to Secure Public Facilities, Public Data, and Technology. Contractor shall provide the County with sufficient personal information (at Contractor's own expense) so that a Federal Criminal Background Check may be completed by the County, at the County's expense. The County will also provide Contractor with a Disclosure Form and Confidentiality Agreement which must be filled out by Contractor and returned to the Eligible User. Additionally, each employee of Contractor or a Subcontractor, who will have

Access to Secure Public Facilities, Public Data, and Technology, will be scheduled by the County to be fingerprinted, at a minimum of one week prior to having such access. At the time of fingerprinting, said employee of Contractor or a Subcontractor will disclose, in full, any past record of felony or misdemeanor convictions. The County is authorized to conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided. The County may use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) every two years and reserves the right to revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor agrees to notify the County if an arrest or conviction of any employee of Contractor or a Subcontractor that has Access to Secure Public Facilities, Public Data and Technology occurs during this Contract. Contractor, in executing any duty or exercising any right under this Contract, shall not cause or permit any of its employees or employees of a Subcontractor (if any) who have been convicted of a felony or misdemeanor to have Access to Secure Public Facilities, Public Data, and Technology. A felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred.

4) CODE OF CONDUCT: If Contractor is working at facilities controlled or owned by the County, Contractor agrees to follow and enforce the applicable code of conduct which will be provided upon request by Contractor to the County. Contractor will assure that each employee or each employee of Subcontractor(s) under Contractor's supervision receives a copy of such code of conduct.
5) SUSPENSION OF WORK: Should circumstances arise which would cause the County to suspend Contractor's responsibilities under the Agreement, but not terminate the Agreement, this will be done by formal written notice pursuant to the terms of the Agreement. Contractor's responsibilities may be reinstated upon advance formal written notice from the County.
6) TITLE AND OWNERSHIP WARRANTY: Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Good or Custom Deliverable delivered to the County under this Agreement. Contractor fully indemnifies the County for any loss, damages, or actions arising from a breach of this warranty without limitation.
7) HARDWARE WARRANTY: Contractor agrees to warrant and assume responsibility for all hardware portions of any Good or Custom Deliverable, that it licenses, contracts, or sells under the Agreement for a period of one (1) year. Contractor acknowledges that all warranties granted to the County by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and/or warranty disclaimers from Contractor are not applicable to the Agreement. In general, the Contractor warrants that the hardware: (a) will perform as specified in the Proposal; (b) will live up to all specific claims listed in the Proposal and required in the Solicitation; (c) will be suitable for the ordinary purposes for which the hardware is used; (d) will be suitable for any special purposes that the County has relied on Contractor's skill or judgment to consider when it advised the County about the hardware in the Proposal; (e) the hardware has been properly designed and

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manufactured; and (f) is free of significant defects or unusual problems about which County has not been warned.

8) SOFTWARE WARRANTY: Contractor warrants that for a period of ninety (90) days from the date of Acceptance that the software portions of the Goods and Custom Deliverables, that Contractor licenses, contracts, or sells to the County under the Agreement, will: (a) perform in accordance with the specific claims provided in the Proposal and as required in the Solicitation; (b) be suitable for the ordinary purposes for which such Goods and Custom Deliverables are used; (c) be suitable for any special purposes that the County has relied on Contractor's skill or judgment to consider when it advised the Eligible User about the Goods or Custom Deliverables in its Proposal; (d) have been properly designed and manufactured; and (e) be free of significant defects or unusual problems. Contractor agrees to provide the County with bug fixes, including informing the County of any known software bugs or software defects that may affect the County's use of the software during the Agreement.
9) IP WARRANTY: Contractor represents and warrants that it is the owner of the Software or system and each and every component thereof, or the recipient of a valid license thereto, and that it has or will maintain the full power and authority to grant the intellectual property and other rights granted in the Agreement without the further consent of any third party.
10) DOCUMENTATION/MANUALS: [*for canned software* – Upon delivery of the Software, Contractor shall also deliver ___ copies of the Software's standard user manual or other documentation reasonably necessary to operate the Software (the "Documentation"). Documentation costs shall be included in the cost of the Software.] [*For developed software* – Contractor shall draft and provide such documentation as is reasonably necessary to operate the Customized Software (the "Documentation"). Contractor shall deliver the Documentation to the County upon delivery of the Customized Software. Cost of such documentation shall be included in the cost of the Software.] [*For both* – Contractor shall revise the Documentation as reasonably necessary in the event of changes to the software, without further charge to the County. County may reproduce the Documentation as reasonably necessary to support internal use of the Customized Software.
11) WARRANTY REMEDIES: Upon breach of the hardware or software warranty, Contractor will repair or replace (at no charge to the Eligible Users) the Goods or Custom Deliverables whose nonconformance is discovered and made known to Contractor. If the repaired and/or replaced products prove to be inadequate, or fail to meet the performance of its essential purpose, Contractor will refund the full amount of any payments that have been made for the failing products. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity.
12) UPDATES AND UPGRADES: [Contractor grants to the County a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the term of the Agreement. Such upgrades and updates are subject to the terms of the Agreement. The Contractor strongly suggests that the County also download, distribute, and install all upgrades as released by Contractor during the Agreement.] OR During the Initial Term or any Additional Term, Contractor shall provide County with copies of all new versions,

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updates, and upgrades of the Software (collectively, "Upgrades"), without additional charge to the County, promptly after commercial release. Upon delivery to the County, upgrades will be part of the Software and subject to the licensing provisions found in the Agreement, and all other provisions of the Agreement.

13) BUG FIXING AND REMOTE DIAGNOSTICS: Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With County prior written authorization, Contractor may perform remote diagnostics to work on reported problems, subject to Contractor's obligation under the Agreement. In the event that the County declines remote diagnostics, Contractor and the County may agree to on-site technical support, subject to the terms of the Agreement.
14) TECHNICAL SUPPORT AND MAINTENANCE: If technical support and maintenance is a part of the Goods or Custom Deliverables that Contractor provides under the Agreement, Contractor will use commercially reasonable efforts to respond, in a reasonable time, when technical support or maintenance requests regarding the Goods or Custom Deliverables are made to Contractor.
15) SECURE PROTECTION AND HANDLING OF PUBLIC DATA. If Contractor is given Public Data as part of the Agreement, protection of Public Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of Public Data. To the extent that Contractor is given Public Data, Contractor shall safeguard the confidentiality, integrity and availability of the Public Data and comply with the following conditions outlined below. County reserves the right to verify Contractor's adherence to the following conditions to ensure the conditions are met during the life of the Agreement:
    a) Network Security: Contractor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Contractor also agrees to maintain network security that conforms to one of the following:
        i) Those standards the County applies to its own network, found outlined in Countywide Policy Section 1400 through 1400-8, excluding Policy 1400-7, available online;
        ii) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/N1ST.SP.800-53r4.pdf; or
        iii) Any generally recognized comparable standard that Contractor then applies to its own network and approved by County in writing.
    b) Public Data Security: Contractor agrees to protect and maintain the security of Public Data with protection that is at least as good as or better than that maintained by the County which will be provided by the County upon Contractor's request. These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). County reserves the right to determine if Contractor's level of protection adequately meets the County's security requirements.

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c) Public Data Transmission: Contractor agrees that any and all transmission or exchange of system application data with the County and/or any other parties expressly designated by the County, shall take place via secure means (ex. HTTPS or FTPS).
d) Public Data Storage: Contractor agrees that all Public Data will be stored and maintained in data centers in the United States. Contractor agrees that no Public Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process. Contractor shall permit its employees and Subcontractors to access non-Public Data remotely only as required to provide technical support. Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.
e) Public Data Encryption: Contractor agrees to store all data provided to Contractor, including State, as part of its designated backup and recovery process in encrypted form, using no less than 128 bit key and include all data as part of a designated backup and recovery process.
f) Password Protection: Contractor agrees that any portable or laptop computer that has access to the County networks, or stores any Public Data is equipped with strong and secure password protection.
g) Public Data Re-Use: Contractor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in the Agreement. Contractor further agrees that no Public Data of any kind shall be transmitted, exchanged, or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the County.
h) Public Data Destruction: The Contractor agrees that upon expiration or termination of this Contract it shall erase, destroy, and render unreadable all Public Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of the Agreement or within seven (7) days of the request of the County, whichever shall come first, unless the County provides Contractor with a written directive. It is understood by the parties that the County's written directive may request that certain data be preserved in accordance with applicable law.
i) Services Shall Be Performed Within United States: Contractor agrees that all of the Services related to Public Data that it provides to the County will be performed by Contractor and Subcontractor(s) within the borders and jurisdiction of the United States.

16) SECURITY INCIDENT OR DATA BREACH NOTIFICATION: Contractor shall, at no additional cost to County, immediately inform the County of any Security Incident or Data Breach.
a) Incident Response: Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in the Agreement. Discussing Security Incidents with the County should be handled on an urgent as-

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needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in the Agreement.

b) Security Incident Reporting Requirements: Contractor shall report a Security Incident to the Eligible User immediately if Contractor reasonably believes, knows, or should know there has been a Security Incident.

c) Breach Reporting Requirements: If Contractor has actual knowledge of a confirmed Data Breach that affects the security of any Public Data that is subject to applicable data breach notification law, Contractor shall: (a) promptly notify the County within 24 hours or sooner, unless shorter time is required by applicable law; (b) take commercially reasonable measures to address the Data Breach in a timely manner; and (c) be responsible for its Data Breach responsibilities, as provided in the next Section.

d) DATA BREACH RESPONSIBILITIES: This Section only applies when a Data Breach occurs. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with Salt Lake Countywide Policy 1400-4, Information Technology Security Incident Reporting (available online) (as amended). In the event of a Data Breach or other event requiring notification under applicable law (Utah Code§ 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the County by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach; and (d) in accordance with applicable laws indemnify, hold harmless, and defend the County against any claims, damages, or other harm related to such Data Breach, including claims and liability for disclosure of Personal Identifiers. If the Data Breach requires public notification, all communication shall be coordinated with the County. Contractor shall be responsible for all notification and remedial costs and damages.

17) PUBLIC INFORMATION: Contractor agrees that the Agreement, any related purchase orders, related invoices, related pricing lists, and the Proposal will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor agrees and understand County has the authority and right to make copies of the Agreement, any related purchase orders, related invoices, related pricing lists, and Proposal in accordance with GRAMA. The authority and right to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. County will not inform Contractor of any request for a copy of this Contract, including any related purchase orders, related invoices, related pricing lists, or the Proposal.

18) DELIVERY: Unless otherwise specified in the Agreement, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Contractor is responsible for including any freight charges due by the County to Contractor when providing quotes to the County unless otherwise specified in the Agreement. Invoices listing freight charges that were not identified in the quote prior to shipment, unless otherwise

specified in the Agreement, will be returned to the Contractor to remove such costs. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations.

19) ELECTRONIC DELIVERY: Contractor may electronically deliver any Good or Custom Deliverable to the County or provide any Good and Custom Deliverable for download from the Internet, if approved in writing by the County. Contractor should take all reasonable and necessary steps to ensure that the confidentiality of those electronic deliveries is preserved in the electronic delivery process, and are reminded that failure to do so may constitute a breach of obligations owed to the County under the Agreement. Contractor warrants that all electronic deliveries will be free of known, within reasonable industry standards, malware, bugs, Trojan horses, etc. Any electronic delivery that includes Public Data that Contractor processes or stores must be delivered within the specifications of this Contract.

20) ACCEPTANCE PERIOD:

a) Contractor shall deliver each Deliverable, Good, Custom Deliverable or Services to County's facility located at _____ on the following timeframe: _____ ("Delivery"). Each Deliverable will be considered accepted ("Acceptance") (a) when Customer provides Vendor a Certificate of Final Acceptance. Customer may reject a Deliverable only in the event that it materially deviates from its Technical Specifications and only via written notice setting forth the nature of such deviation. In the event of such rejection, Vendor shall correct the deviation and redeliver the Deliverable within _____ days. Redelivery pursuant to the previous sentence will constitute another Delivery, and the parties shall again follow the acceptance procedures set forth in this Section ___. Vendor's failure to provide Deliverables that materially conform to the Technical Specifications may constitute breach of this Agreement, and this Section ___ does not limit any remedy Customer may have for such breach.

b) A Good, Custom Deliverable, or Service furnished under the Agreement shall function in accordance with the specifications identified in the Agreement and Solicitation. Each Deliverable will be considered accepted ("Acceptance") (a) when County provides Contractor written notice of acceptance or (b) _____ days after Go-Live, if County has not first provided Contractor with written notice of rejection. If the Goods and Custom Deliverables delivered do not conform to the specifications identified in this Contract and Solicitation ("Defects"), the County shall within _____ (_____) calendar days of the go-live date ("Acceptance Period") notify Contractor in writing of the Defects. Contractor agrees that upon receiving such notice, it shall use reasonable efforts to correct the Defects within fifteen (15) calendar days ("Cure Period").

c) If after the Cure Period, a Good, Custom Deliverable, or Service still has Defects, then the County may, at its option: (a) declare Contractor to be in breach and terminate the Agreement; (b) demand replacement conforming Goods, Custom Deliverables, or Services from Contractor at no additional cost to the County; or (c) continue the Cure Period for an additional time period agreed upon by the County and Contractor in writing. Contractor shall pay all costs related to the preparation and shipping of the

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products returned pursuant to this section. No products shall be accepted and no charges shall be paid until acceptance is met. The warranty period will begin upon the end of the Acceptance Period.

21) ORDERING AND INVOICING: Unless otherwise specified in the Agreement, all orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the County. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under the Agreement. The prices paid by the County will be those prices listed in this Agreement, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The County has the right to adjust or return any invoice reflecting incorrect pricing.
22) PROMPT PAYMENT DISCOUNT: Contractor may quote a prompt payment discount based upon early payment. Contractor shall list payment discount terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received.
23) INDEMNIFICATION - INTELLECTUAL PROPERTY: Contractor warrants that any Good, Custom Deliverable, or Service furnished by Contractor under the Agreement, including its use by the County, will not, to Contractor's knowledge, infringe any third party copyrights, patents, trade secrets, and/or other proprietary rights that exist on the effective date of this Contract and/or that arise or are enforceable under the law of the United States of America.

    In addition to any other indemnification provisions in the Agreement, Contractor will release, indemnify, and hold the County, and its officers, agents and employees harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of the Agreement. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right of any third party, Contractor agrees to indemnify and hold harmless the County and its officers, agents and employees for any judgments, settlements, reasonable costs, and reasonable attorneys' fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, the County shall have the right, at its option, to participate in the defense of any such action without relieving Contractor of any obligation hereunder. The parties agree that if there are any limitations of liability, including a limitation of liability clause in the Agreement, such limitations of liability will not apply to this Section.
24) OWNERSHIP IN INTELLECTUAL PROPERTY: The parties each recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, or intellectual property owned or licensed by the other. Each agree that, without prior written consent of the other or as described in this Contract, it shall not use the name, any logo, or intellectual property owned or licensed by the other.
25) OWNERSHIP IN CUSTOM DELIVERABLES: In the event that Contractor provides Custom Deliverables to the Eligible Users, pursuant to this Contract, Contractor grants the

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ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the County and are specifically within the framework of fulfilling Contractor's contractual obligations under the Agreement, to the County. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the County, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the County any and all copyrights in and to the Custom Deliverables, including, without limitation: (A) all copyrights, patents, rights in mask works, trademarks, trade secrets, and other intellectual property rights and all other rights that may hereafter be vested relating to the Custom Deliverables, arising under U.S. or any other law, together with all national, foreign, state, provincial, and common law registrations, applications for registration, and renewals and extensions thereof; (B) all goodwill associated with Custom Deliverables; and (C) all benefits, privileges, causes of action, and remedies relating to any of the foregoing, whether before or hereafter accrued (including without limitation the exclusive rights to apply for such registrations, renewals, and/or extensions, to sue for all past infringements or violations of any of the foregoing, and to settle and retain proceeds from any such actions), subject to the following:

a) Contractor has received payment for the Custom Deliverables,
b) Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of the Agreement or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
c) Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the County. Contractor agrees to grant to the County a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the County to use the Custom Deliverables. The Eligible Users reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the County's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the County a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the County's internal business operation under the Agreement. The County may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part. Under no circumstances may Contractor disrupt County systems or workflow to obtain or retrieve any of Contractor’s script or code not considered a custom deliverable or work product, and County shall have no obligation to provide or make such script or code available to Contractor.

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26) OWNERSHIP, PROTECTION AND USE OF RECORDS: Except for confidential medical records held by direct care providers, the County shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of the Agreement. Contractor may not use, except in meeting its obligations under the Agreement, information gathered, reports developed, or conclusions reached in performance of the Agreement without the express written consent of the County. Contractor agrees to maintain the confidentiality of records it holds for the County as required by applicable federal, state, or local laws. County shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Contractor, and any Subcontractors under its control, expressly agrees not to use County's confidential data without prior written permission from County.

27) PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES: In the event that the County provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to the Agreement, Contractor agrees to hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of the Agreement. The improper use or disclosure by Contractor of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the County.

28) PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION: All Public Data, including all documents and data pertaining to work required by this Contract will be the property of the County. Within 10 days of, of notice of an event of default or termination for convenience, or 10 days prior to the expiration of the term of the Agreement, Contractor will make all Public Data and all other documents pertaining to the work under this Agreement available to the County in a usable, non-proprietary format at no charge to the County, without restriction or limitation to their future use. Contractor will supply all data and documents that the software has handled during the term of the Agreement in a usable, non-proprietary format so that the County can provide all data and documents to a new contractor as necessary. In addition to the foregoing, Contractor shall also provide such data and documents to County in a useable, non-proprietary format at no cost within 30 days of County’s written request during the duration of this Agreement.

29) CONFIDENTIALITY: Confidential Information may be disclosed to the Contractor under the terms of this Contract. If Confidential Information is disclosed to Contractor then Contractor agrees to adhere to the following: Contractor will: (a) limit disclosure of any Confidential Information to Authorized Persons who have a need to know such

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all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with the Agreement; associated Scopes of Work; and applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist the County or its designee in completing such assessment. In addition, upon request, Contractor shall provide the County with the results of any audit performed by or on behalf of Contractor that would assist the County or its designee in confirming Contractor's compliance with the Agreement; associated Scopes of Work; and applicable laws, regulations, and industry standards.

33) STANDARD OF CARE: The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of the Agreement.

34) HIPAA AND BUSINESS ASSOCIATE AGREEMENT

a) In the event that the data provided to Contractor becomes covered under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the American Recovery and Reinvestment Act of 2009, Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act") and their implementing regulations, including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards at 45 CFR parts 160 and 164, subparts A, C, D and E ("Privacy and Security Rules") Contractor will immediately execute with County a business associate's agreement as required under HIPAA, and Contractor will immediately bring its software into compliance with HIPAA, the HITECH Act, and the Privacy and Security Rules at no additional cost to the County. The parties agree that if there are any limitations of liability, including a limitation of liability clause in the Agreement, such limitations of liability will not apply liability arising under Contractor's breach of its obligations under a business associates agreement.

35) OWNERSHIP OF DATA AND PROVISION OF DATA AND DOCUMENTS IN A USEABLE, NON-PROPRIETARY FORM

a) All data is and shall be owned by the County.
b) Within ten (10) days of notice of an event of default or termination for convenience, or 10 days prior to the expiration of the term of this Agreement, Contractor will make all of County's data available to the County in a usable, non-proprietary format at no charge to the County. Contractor will supply all data and documents that the software has handled during the term of the Agreement in a usable, non-proprietary format so that the County can provide all data and documents to a new contractor as necessary.
c) In addition to the foregoing, Contractor shall also provide such data and documents to County in a useable, non-proprietary format at no cost within 30 days of County's written request during the duration of this Agreement.

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36) Training

a) Where required as part of the RFP, Contractor shall provide training courses on operation of the Software, at the County facility where the primary system users are located, at such times during business hours as County may reasonably request. Each training course will of sufficient length to provide County with adequate training, to County's satisfaction. County may enroll all of its users in any training course, and Contractor shall provide a hard copy of the Software's standard training manual for each enrollee. County shall ensure that each training course is taught by a technician with expertise in operating the Software.

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