



**NOTICE
REQUEST FOR PROPOSALS
*Budget Software and Support***

PROPOSALS DUE: Friday, September 13, 2013, at 4:00 PM MST. Proposals should be submitted in PDF format to jennifer.danowski@parkcity.org and one hard copy must be delivered to the below address:

Park City Municipal Corporation
c/o Budget Office
445 Marsac Ave.
Park City, UT 84060

PROJECT NAME: Capital Budget Software and Support

RFP AVAILABLE: September 3, 2013

PROPOSALS DUE: September 13, 2013, at 4:00 PM MST

SERVICE LOCATION: 445 Marsac Ave, Park City, UT

PRODUCT DESCRIPTION: This project contains two major components which must be addressed by RFP respondents. Respondents must include both aspects in their proposal: 1) Provide design services to create a Capital Component with existing Board software 2) Provide service in the form of training, maintenance, and technical support for Park City Employees using the software.

PROJECT DEADLINE: Negotiable

OWNER: Park City Municipal Corporation

CONTACT: Jennifer Danowski, Budget Analyst.
Email: jennifer.danowski@parkcity.org to receive more information concerning this RFP and specific requirements for software.

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All questions must be submitted via email no later than
September 6, 2013.

Park City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

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PARK CITY MUNICIPAL CORPORATION (PCMC) Request for Proposals (RFP)



Budget Software and Support

Proposals due by Friday, September 13, 2013, at 4 PM MST

I. Background

PCMC requests proposals from qualified firms for designing services. The work product will be used as part of the budget process. PCMC has recently converted to utilizing Board software. The current database has been designed around Park City's "Budgeting for Outcomes" budget process, and all new database design must integrate seamlessly into our current software design. Any additional design within Board should include an easy-to use and aesthetically pleasing interface (dashboard), capital budget monitoring and reporting, forecasting, adhoc analysis, and real-time updates.

II. Scope of Project

This project includes the design of a Capital Budgeting Component within the City's existing Board software that will facilitate our budget process. Training, will also be expected as part of this project.

III. Scope of Services Required:

1. Software Development and Integration

Firms will be required to design a Capital Budgeting Component within our existing Budgeting Software, Board. The Capital Component must integrate with the Operating budget to create a complete budget. Historical Capital budget information should be uploaded and viewed in Board. All design components must integrate with Tyler Eden Project Accounting, and actuals must be updated from Eden nightly.

2. Training

Firms are expected to provide training services upon installation of software. Training can be performed on-site or through other mediums, such as webinars. RFPs should include number of training hours that will be provided, as well as a detailed account of all charges associated with training, such as cost per training hour.

3. Design Criteria and Minimum Requirements

The following list is included to provide City requirements and preferences for the project. This list should be considered minimum standards when proposing services and specific components. Alternatives may be considered where it is believed such alternatives exceed function, capability, and overall system performance of the specified materials. Responsibility will be on the proposal to demonstrate superiority of alternative designs, functions, and methods presented.

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- a. General Requirements:
 - i. Web components should utilize HTML 5 and/or support most common browser types.
 - ii. Design should integrate data retention with forecast modules.
 - iii. Technical support should generally be accessible within two hours of requests and be capable to resolve most issues within three hours.
 - iv. Vendor to provide immediate response to issues and training questions for 90-days from Acceptance date. Software should allow for the collection and storage of audit trails.
 - v. Reporting/Output data should be in a form that is intuitive, user friendly, and easy to export
- b. Design Documents Requested in RFP Response:
 - i. Design Calculations
 - ii. Installation, Start-up, Acceptance (Commissioning), and Monitoring Plans
 - iii. Quality Assurance Plans
 - iv. Plans for securing data in the system.
 - v. Description of available methods for data storage
- c. Design Calculations
 - i. Design should incorporate the use of virtualized environment or rack mounted equipment.
- d. Installation
 - i. Submitter shall supply all equipment, materials, and labor necessary to install all the software, server and database components.
- e. Start-up and Acceptance Test
 - i. Upload Capital Budgeting Component into existing Board software to achieve expected performance.
 - ii. Verify the importing and exporting of data into the new and existing SQL database.
 - iii. Demonstrate timely response of client-server components to ensure a responsive user experience within the local network.
 - iv. Testing to verify that the performance of the system and its components meet design parameters.
 - v. Coordinate the proper backup and recovery procedures with PCMC IT staff.
- f. City staff member(s) shall be involved in implementation and testing to validate system performance.
- g. Operation and Maintenance (O&M) Manual
 - i. Provide 2 sets of operation, maintenance, and technical manuals for the software system.

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- ii. Provide training video, or allow the recording of training session for ongoing use by PCMC.
 - iii. Include trouble-shooting and safety precautions specific to the software.
- h. On-Site Training
- i. Provide training to City personnel on all aspects of routine operation, maintenance, monitoring, and safety of the software.

4. Schedule for Project Implementation and Completion

The selected submitter will be expected to complete design, installation, system start-up, and training for the software. The notice to proceed will be issued after the RFP selection process and contract award by PCMC City Council. The timeline for project completion is negotiable. A tentative timeline for the project (all dates are for 2013) is listed below. Park City Municipal Corporation reserves the right to change any dates or deadlines:

- | | |
|-------------------------------|--|
| 1. Friday, September 6, 2013 | Questions on RFP Must be Submitted by this Date |
| 2. Friday, September 13, 2013 | RFP Response Deadline; RFP Committee Begins Selection process; Vendors may be Contacted for Interviews |
| 3. Friday, September 21, 2013 | RFP Selection Committee Announces Decision; Price Negotiations Begin with Highest Ranked Submitter |
| 4. Thursday, October 3, 2013 | City Council Awards Contract |
| 5. Monday, October 7, 2013 | Notice to Proceed Provided |
| 6. Negotiable | Software Installed by this Date |

5. Opportunities for Collaboration and Marketing

- i. PCMC recognizes that software of this nature is relatively uncommon. As such, PCMC is willing to collaborate with participating Firm to create software that will facilitate the Capital Budgeting process within local governments.
- ii. PCMC is willing to negotiate with Firm for use of PCMC as branding or marketing opportunities.

V. Proposal Requirements:

Interested firms shall provide one hard copy *and* a PDF electronic version of their proposal. **Proposals should be 12 pages or less of text** (not including the cover page and appendix items) and include the following information:

- 1. Cover Page:
 - a. Name, address, email, and website (if available) of the company
- 2. Narrative of the Firm's Qualifications and Relevant Experience:
 - a. Experience of overall firm and key personnel
 - b. Licensing information

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- c. Recent work history for similar projects using Board. Specifically, those which required software design services using Board software tailored to a Capital Budgeting process
 - d. Contact information for at least three clients listed in the work history
 - e. A description of any arbitration and/or litigation in which your company, or any subcontractor, is currently engaged or which was resolved within the five years preceding the date on which you submit your proposal.
 - f. A statement of whether your company, or any of your proposed sub-contractors, ever filed for reorganization or bankruptcy. If so, please provide dates and resolution.
3. Produce and Service Proposal:
- a. Identify proposed system including detailed information from the submitter on all system components. System component details must, at a minimum, be provided for the following items:
 - i. Capital Component Design
 - ii. Training
4. A summary of intentions to work collaboratively with PCMC to design component.
5. A summary of intentions to use PCMC for branding or marketing opportunities
6. Project Work Schedule:
- a. Include statement saying that firm will be able to meet the Schedule for Project Implementation and Completion requirements.
7. A statement indicating that the firm will provide the required insurance. A Certificate of Insurance must be provided. General Liability coverage shall be a minimum of \$500,000 with PCMC listed as an additional insured. Workers' Compensation Insurance is also required per statutory requirements. See the Service Provider Agreement, included as Attachment A, for all relevant insurance requirements.
8. Cost Proposal
- a. Cost proposal shall include all costs incurred by the submitter during the bonding, design, installation, start-up, and warranty periods.
 - b. Cost proposal must be itemized and include, at a minimum, the above mentioned categories in addition to detailed costs for materials involved.
 - c. Cost proposal should include any discount that would be given for collaborative work or marketing/branding opportunities.
 - d. If there is a conflict between the written and numerical cost amounts, the written amount shall supersede.
 - e. Cost proposal should be valid for at least four (4) months from date of submission.

VI. Evaluation Criteria and Selection Process:

PCMC will evaluate proposals based on completeness, qualifications & experience, ability to comply with requirements mentioned herein, and overall quality of the RFP response. Park City may request additional information on the proposal if insufficient or unclear details are provided. Proposals should either agree to the standard contract “as is” or request changes to the form as part of the proposal; however, RFP responders should understand that the City is not required to make adjustments to the standard contract. The nature and extent of any requested changes to the standard City contract will be considered as part of the evaluation process. All proposals shall be good for up to 180 days after receipt. Firms should note that price may not be the sole deciding factor. The specific criteria used to select a firm will include the following:

1. Experience with creating Budgeting Components within Board software, as determined by narrative of firm’s qualifications, experience of key personnel, and recent work history. Respondents should highlight work history which included creating personalized, integrated capital budgeting components for local governments.
2. Ability to be responsive and available to City staff, including working with the Budget Department to ensure a final project that will facilitate the objectives of PCMC.
3. Consistent with City policy, subject to federal, state and local procurement laws, PCMC will make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers
4. Thoroughness and quality of firm’s overall RFP response
5. Cost (price may not be the sole deciding factor).

The selection committee will be comprised of PCMC employees who will review the proposals based on the information provided. Following a review of the written proposals the selection committee will make a final selection and award the services contract subject to final approval by City Council. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City’s best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process. The City reserves the right to reject any or all proposals received for any reason. Proposals lacking required information will not be considered. Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.

Offerors should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting contract. Such insurance information is provided in the Sample Agreement. Future proposed pricing must include associated insurance costs. The selected offeror will be required to provide insurance certificates meeting all requirements at the time of contract execution.

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, attachments, exhibits, and other documentation produced by the offeror that are submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure

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requirements of the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated ("GRAMA"). All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended. **Any material considered by the offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied.** The City cannot guarantee that any information will be held confidential. Under Section 63-2-304 of GRAMA, if the offeror makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the offeror of such determination. The offeror is entitled under GRAMA to appeal an adverse determination. **The City is not obligated to notify the offeror of a request, and will not consider a claim of confidentiality, unless the offeror's claim of confidentiality is made in a timely basis and in accordance with the GRAMA.**

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

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VI. Deadline, and Questions:

Firms interested in responding to the RFP must email Jennifer Danowski, Budget Analyst, notifying her of intent to respond by 4 PM MST on September 6, 2013.

The deadline for the receipt of proposal submittals is September 13, 2013, at 4 PM MST. Proposals are to be submitted to the below address with the company name clear marked. Interested firms shall provide one hard copy of their primary proposal *and* an electronic PDF version of their primary proposal to:

Jennifer Danowski
c/o Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, UT 84060
jennifer.danowski@parkcity.org

All questions must be emailed in written form to jennifer.danowski@parkcity.org by 4 PM MST on September 6, 2013. All answers to submitted questions will be shared with all potential RFP responders. If Jennifer Danowski did not email you this complete RFP directly, please reach out to her via email on or before September 6, 2013, so she can add you to a contact list for questions and potential RFP updates.

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Attachment A
PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a Utah corporation ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed _____ Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

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3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made following the performance of such services as outlined in the "Project Milestone" section of the Scope of Services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Addendum B," or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion,

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conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement;

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provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. **INSURANCE.**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing (*amend the following insurance requirements as applicable*):

- A. General Liability insurance written on an occurrence basis with limits no less than five hundred thousand (\$500,000) combined single limit per occurrence for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

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- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as

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may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall

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be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. JURISDICTION AND VENUE.

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- A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION

Eden Contract No. _____

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445 Marsac Avenue

Post Office Box 1480
Park City, UT 84060-1480

Diane M. Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

PARK CITY MUNICIPAL CORPORATION

Diane M. Foster, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

CONTRACTOR

Address

Address

Address

Signator, Title

Utah Contract License No.

BL-_____
Park City Business License No.

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2013, personally appeared before me (signator), whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he/she is the (title or office) of (Contractor business name) by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

Notary Public

Additional Information Relevant to RFP

Park City Capital Budget Process

Board currently allows final capital budgets to be entered in the system as part of the budget process which allows the capital budget to be included as part of the final BOARD generated budget documents. Park City is intending to add a capital budget component to the current budget process handled in Board which will allow the entire capital budget process to occur and be fully integrated into the BOARD budget system. The capital budget process should include all elements to allow a 5-year capital plan. Currently the capital budget evaluation process is completed offline of BOARD and EDEN. The functional capital budget data during the budget process is currently housed in the CIP Matrix (Excel) and the New CIP Worksheet (Excel). Adopted budgets, project information, actuals and historicals are housed in the EDEN Project Accounting Module and EDEN GL. The capital budget process consists of the following elements which should be integrated with in the BOARD capital capsule and work in concert with the operating budget process and reporting in BOARD (examples of listed documents are included in the RFP, Excel worksheets and Crystal Reports will be made available upon request):

Capital Budget Work Flow

1. New project proposals & adjustments to current projects – *Completed by Project Managers*
 - New Project Worksheet
 - Existing Project Adjustment Worksheet

2. Evaluation by CIP committee – *CIP Committee and Budget Department*
 - CIP project summary report (existing and proposed new projects)
 - CIP Score criteria
 - Project score sheet
 - CIP funding sheet

3. Presentation to City Manager
 - CIP project summary report
 - CIP funding sheet

4. Budget Document/Budget Hearings – *Reports included in the Budget Document*
 - CIP project summary report
 - CIP funding sheet

5. Data imported into EDEN GL and Project Accounting module

Data Sources

- CIP Matrix
- EDEN Project Accounting & GL
- New CIP Worksheet

Project Accounting Structure

Cpxxxx-xxxxxx

Segment 1: project #

Segment 2: funding source (first 3 numbers: fund; last 3 are activity code – activity code designates funding source)

- Project Accounting uses GL mask to link to EDEN GL
- CIP Projects carry forward each year
- Scores are entered into CIP matrix
- A select few projects have phase codes

Document Examples

See attached documents detailing current elements of the CIP process. Also attached is a memo to managers detailing the CIP process and typical timeline. Improvements or proposed adjustments to current forms, worksheets, or the capital process will be considered by Park City in order to streamline, accommodate flexibility or reduce costs.

Attached PDF Example Documents:

CIP project summary report
Existing Project Adjustment Worksheet
Project score sheet
New CIP Worksheet
CIP Process Memo
CIP Prioritization Criteria

Available Upon Request:

CIP Matrix (Excel Worksheet)
New CIP Worksheet (Excel Worksheet)

Project by Project Summary

CP0304 Quinn's Water Treatment Plant Asset Replacement

Manager: McAfee *Carryforward YTD Expense Encumberances*
 Recommended

With the addition of Quinns Junction Water Treatment Plant (QJWTP), a budget line item is required for asset management of this \$14,000,000 facility. This money will be used to replace valve, pumps, membranes, and other items to be replaced at the facility over time.

Council Goals:

<i>Future Funding</i>	<i>12 Adjust</i>	<i>12 Total</i>	<i>13 Adjust</i>	<i>13 Total</i>	<i>14 Adjust</i>	<i>14 Total</i>	<i>15 Adjust</i>	<i>15 Total</i>	<i>16 Adjust</i>	<i>16 Total</i>
051480 WATER IMPACT FEES		0	34,000	34,000	102,000	102,000	102,000	102,000	102,000	102,000
051481 WATER SERVICE FEES		0	16,000	16,000	48,000	48,000	48,000	48,000	48,000	48,000
CP0304 Total:		0	50,000	50,000	150,000	150,000	150,000	150,000	150,000	150,000

CP0305 Quinn's Dewatering

Manager: McAfee *Carryforward YTD Expense Encumberances*
 Recommended

A mechanical dewatering process addition at QJWTP will be required once Judge Tunnel water is treated at this facility. Judge water contains various constituents in particulate form which will be filtered out by the membranes at QJWTP creating a concentrated waste stream that requires treatment. The current waste stream is discharged into the sanitary sewer which is then treated at Snyderville Basin's Silver Creek Facility. However, with the addition of Judge's waste stream, discharge to the sewer will be prohibited as a result of the concentrated metal content.

Council Goals:

<i>Future Funding</i>	<i>12 Adjust</i>	<i>12 Total</i>	<i>13 Adjust</i>	<i>13 Total</i>	<i>14 Adjust</i>	<i>14 Total</i>	<i>15 Adjust</i>	<i>15 Total</i>	<i>16 Adjust</i>	<i>16 Total</i>
051496 Water Fund - EXISTING USE		0	160,000	160,000	480,000	480,000		0		0
051497 Water Fund - NEW GROWTH		0	340,000	340,000	1,020,000	1,020,000		0		0
CP0305 Total:		0	500,000	500,000	1,500,000	1,500,000		0		0

CP0306 Open Space Acquisition

Manager: Rockwood *Carryforward YTD Expense Encumberances*
 Recommended

Council Goals:

<i>Future Funding</i>	<i>12 Adjust</i>	<i>12 Total</i>	<i>13 Adjust</i>	<i>13 Total</i>	<i>14 Adjust</i>	<i>14 Total</i>	<i>15 Adjust</i>	<i>15 Total</i>	<i>16 Adjust</i>	<i>16 Total</i>
031451 BOND PROCEEDS		0		0	3,000,000	3,000,000	4,000,000	4,000,000		0
031499 ADDITIONAL RESORT SALE		0		0	750,000	750,000	750,000	750,000		0
CP0306 Total:		0		0	3,750,000	3,750,000	4,750,000	4,750,000		0

Existing Project Adjustment Worksheet (Cont.)

Project: cp0036 - Traffic Calming

Description: Over the last few years residents have expressed concerns with the speed and number of vehicles, safety of children and walkers. The interest of participation for traffic calming has come in from all areas of town. Funding covers traffic studies, signage, and speed control devices.

	<u>2012 Budget</u>	<u>2012 YTD</u>	<u>2012 Rmndr</u>	<u>2013 Budget</u>	<u>2014 Budget</u>	<u>2015 Budget</u>	<u>2016 Budget</u>
031450-CIP Fund * BEGINNING BALANCE	0	0	0	0	0	0	0
031473-CIP Fund * SALE OF ASSETS	0	0	0	0	0	0	0
031475-CIP Fund * TRANS FR GEN FUND	77,912	4,966	72,946	50,000	50,000	50,000	50,000
033468-Lower Park RDA * PROP TAX INCREMENT RDA	33,583	0	33,583	0	0	0	0
033470-Lower Park RDA * RENTAL INCOME	6,262	0	6,262	0	0	0	0
New Funding Source:							
New Funding Source:							
Project Totals:	117,757	4,966	112,791	50,000	50,000	50,000	50,000

Describe the necessity for this requested adjustment.

How does this requested adjustment meet the vision of current City Council goals or priorities?

What are the expected funding sources?

Describe any prior investment by the City related to this requested adjustment.

Existing Project Adjustment Worksheet (Cont.)

Describe any future increased operating expenses associated with this project, including a dollar estimate of any potential operating budget options that may someday be submitted as a result of this requested adjustment. Please also quantify impacts on other departments, (e.g. building maintenance, I.T. support, snow removal, etc.)

Define any revenue streams or savings, which would result in operating budget reductions, associated with this requested adjustment.

What is the expected lifespan of the project?

Project Scoresheet

CP0002 Information System Enhancement/Upgrades

Manager: Robertson

Funding of computer expenditures and major upgrades as technology is available. Technological advancements that solve a City need are funded from here. Past examples include web page design and implementation, security systems, document imaging, teleph

<i>Funding</i>	<i>Carryforward</i>	<i>YTD Exp</i>	<i>12 Amount</i>	<i>13 Amount</i>	<i>14 Amount</i>	<i>15 Amount</i>	<i>16 Amount</i>
031467 OTHER MISCELLANEOUS Newly Requested:	4,579	241	0	0	0	0	0
031475 TRANS FR GEN FUND Newly Requested:	21,107	10,150	0	65,000	65,000	0	0
038453 COMPUTER REPLACEMENT Newly Requested:	0	0	0	0	0	0	0
051481 WATER SERVICE FEES Newly Requested:	0	0	0	0	0	0	0
057471 RESORT TAX TRANSPOR Newly Requested:	160,496	33,305	0	0	0	0	0
CP0002 Total:	186,182	43,696	0	65,000	0	0	0

Criteria #1 - Objectives - Meets the vision of a current City Council Goal/Listed Priority (weight=1.25)

- 5 points - Project has a positive and swift impact on a top priority City Goal
- 4 points - Project positively impacts a top priority City Goal
- 3 points - Project positively impacts a high priority or "other" priority City Goal
- 2 points - Project has a partial impact on a City Goal
- 1 point - Project has no impact on a listed City Goal

Project Manager Response -

Efficiency improvements with more indirect benefits for several Council goals.

Vision/Goals List:

Open and Responsive Government to the Community

Criteria #2 - Funding - Source Availability & Competition for Funds (weight=1.50)

- 5 points - Earmarked funds exist specifically for the project (such as a grant)
- 4 points - Earmarked funds exist, but could be spent on another project (such as impact fees)
- 3 points - Project draws on flexible revenues which are specific to the Fund (such as water service fees)
- 2 points - Project draws on non-earmarked funds for which it has a particularly reasonable claim
- 1 point - Funds are not identified or funds are subject to much competition (such as General Fund)

Project Manager Response -

General Fund, CIP's with unspent funding, departmental

Criteria #3 - Necessity - Project is a "need to have" verses a "nice to have" (weight=1.25)

- 5 points - "Need to Have"; Absolutely required to provide a core City service or can be classified as Critical Infrastructure
- 4 points - n/a
- 3 points - Project has a positive impact towards a City service or interest with some limited frills
- 2 points - n/a
- 1 point - "Nice to Have"; Not required to keep the City running, but has some enhancement value

Project Manager Response -

Desktop-Mobile Support and Management Software: Managing the deployment and support of desktops, laptops and other mobile devices. To automate Helpdesk support tasks, improve consistency in user data migration and security.

Criteria #4 - Investment - Project has a positive history of prior investment suggesting additional support (weight=1.00)

- 5 points - Prior funds were expended with the intent for future funding
- 4 points - n/a
- 3 points - Project has some aspects that have a history of City support
- 2 points - n/a
- 1 point - Project has no prior history or interest shown

Project Manager Response -

IT's direct purchase of less functional support automation tools include remote desktop support, asset management and desktop auditing.

Project Scoresheet

Criteria #5 - Cost/Benefit Analysis - Revenues (or savings) compared to costs (operating and capital) (weight=1.00)

5 points - Cost/benefit analysis exists and shows a net profit

4 points - Cost/benefit is at or close to break-even

3 points - Cost/benefit shows a moderate net loss

2 points - Cost/benefit shows a net loss which is substantial but not prohibitive

1 point - Cost/benefit shows a net loss which large enough to be prohibitive

Refer to Cost/Benefit Report Provided by Budget Department

New Capital Project Request Worksheet

Project Manager: _____
Project Name: _____
Project Description: (Include location)

Requested Capital Budget:

FY 2012 \$ _____
FY 2013 \$ _____
FY 2014 \$ _____
FY 2015 \$ _____
FY 2016 \$ _____

How does the project meet the vision of current City Council goals or priorities?

What are the expected funding sources?

Describe any prior investment by the City into this project or closely related projects.

Describe any future increased operating expenses associated with this project, including a dollar estimate of any potential operating budget options that may someday be submitted as a result of this requested adjustment. Please also quantify impacts on other departments, (e.g. building maintenance, I.T. support, snow removal, etc.)

Define any revenue streams or savings, which would result in operating budget reductions, associated with this project. (Expressed in annual dollars)

What is the expected lifespan of the project?

MEMO

To: Kent Cashel
From: Nate Rockwood, Capital Budget Administrator
Re: CIP Budget Process
Date: February 15, 2012



This memo contains important instructions regarding the proper submission of capital requests for this year's budget cycle. **These worksheets are due February 27, 2012.**

Being the first year of a budget biennium, the CIP Prioritization Committee will be performing a full reprioritization of the 5 Year Capital Plan. This means that all projects, even those which have been awarded funding in previous years, will be reviewed and prioritized along with new projects. Project managers should fill out an information sheet for all existing projects. If a project is completed or otherwise invalid, please state so on the worksheet and turn it in so I can update it in the system. If a project should be under a different manager, please state so on the sheet and pass it along to the appropriate project manager. All projects should have some kind of submittal.

The City does not have a declared budget shortfall this year. Nonetheless, due to the long-term projections which show lack of available operating surpluses, the amount of scrutiny involved in this process is likely to be heightened. The attached Prioritization Criteria sheet shows the expected weights for the different criteria. The "Funding Source" criterion is expected to be a crucial factor, as it has been in recent years. Projects with a dedicated funding source other than excess General Fund dollars will have a much better chance of receiving funding.

Again, due to long-term projected deficits, the CIP Committee will be looking to minimize increases in projects relying on operating surplus for funding. This means that new project requests without a dedicated funding source are unlikely to be recommended for funding and existing projects which have received General Fund appropriations in the past may be reconsidered.

The CIP Budgeting Process

A few years ago, we took a fresh look at the CIP request and prioritization methods and instituted a slightly different approach during the budget process. Structurally the process was unchanged, with project managers submitting requests for their current projects as well as new projects which are subsequently reviewed by the CIP Prioritization Committee. The Committee still submitted a recommendation to the City Manager, who incorporated final recommendations into his proposed budget. However, changes were made to the CIP budget worksheets intended to provide better information about project requests to the members of the CIP Committee so that each member will have the necessary knowledge to properly prioritize the project list. These changes have proved largely successful and remain in place for this year's process. This year there will be continued scrutiny on the future operating impacts of projects. Please include an estimate

of potential operating budget options including impacts on supporting departments such as building maintenance, I.T. support, snow removal, etc.

Project request forms will prompt the requesting manager for the appropriate descriptions, data, and facts. Members of the Committee will receive this information well before the Committee meetings so they may come prepared. Also, managers will have an opportunity to present their projects to the Committee and field questions from Committee members. This not only helps the Committee to become more educated before scoring projects, but it helps the project manager by ensuring that their proposals are properly understood during the prioritization process.

The following describes the attached forms which should be used for all CIP requests:

Existing Project Adjustments

Your current projects' budgets are presented here with spaces provided to request budget increases/decreases. In the spaces below budget figures, write in the additional budget needed (just the increment) in the appropriate year. You may also modify project descriptions and add new funding sources on this worksheet. Also, if a project is listed in your worksheets that is no longer an active project, please indicate on the worksheet and return it to the Budge Department.

For this budget season, the CIP Committee will be scoring and prioritizing all projects, including projects which have previously been awarded funding. To facilitate this, the Existing Project Adjustment Worksheet has been outfitted with seven questions which directly tie to the prioritization criteria. Please answer all of these questions thoroughly and to the best of your ability. *This is not busy work or a hoop to jump through.* These answers will directly affect the Committee's score and prioritization.

- 1) Necessity – Provide a simple explanation why the adjustment is necessary.
- 2) City Council Goals – Please state the official City Council Goal/Priority that this project is intended to advance and make a logical link between the project and the goal. Example: “The installation of a natural gas line at the Ice Arena will allow the arena to run off of less expensive natural gas rather than propane, thus reducing the cost of service at the rink and enhancing the provision of recreation opportunities, which is a High Priority Council Goal.”
- 3) Funding Sources – Please describe the nature of the funding sources. Any matching requirement for grants should be identified. If the project is to be funded with money which could be used for other projects, please explain if there is any justification for this project to have a particular claim on these funds. If no funding source has been identified by the project manager, please put “General Fund” as the funding source.
- 4) Prior Investment – Describe any previous investment the City has made in this project. This would include any studies which were funded and carried out,

closely-related projects which have already been completed, verbal or other commitment from Council, or any portions of this project which have already been completed.

5) Impact on City Operations – Some projects will result in additional need for operating funds. For example, a new park would require maintenance which could result in operating budget requests (at some point in time) for both personnel (grounds crew) and materials (fertilizer, mowers, etc.). Please provide a description of such operating impacts as well as an estimated annual dollar figure to cover these costs. Again, this is not an operating budget request, but an estimate of operating impacts for informational purposes.

5) Associated Revenue Streams/Budget Savings – Please describe and quantify any budget savings or revenue streams generated by your project. The project does not need a revenue stream or budget savings to be ranked high, but if there is one, we need to document it.

Some projects may have a revenue stream that results as a *direct* result of the project. For example, a parking lot construction project for which people will pay for parking will result in a direct revenue stream because the revenue wouldn't exist if the parking lot did not. Conversely, repaving an already existing pay-parking lot would not result in a direct revenue stream because the lot and the revenues exist whether it is repaved or not.

Other projects may result in operational budget reductions. For example, a department may purchase certain equipment which they annually rent with operating funds. Once they own the equipment, they no longer need to rent it and could reduce their operating budget accordingly.

7) Expected Project/Equipment Lifespan – Most projects result in a finished product (a building, an improvement, equipment, etc.) which will only last so long. Please estimate the length of life of the finished product.

Some projects however, will not have a clear finished product with a projected lifespan. Some CIP's are actually a series of projects each with a distinct lifespan. Others are more abstract, like studies or programs. Generally such projects are ongoing and "ongoing" is an acceptable response here.

Please do your best to estimate a lifespan, and where that is not possible, please describe why it is so.

New Capital Project Request Worksheet

This worksheet is used to fill out requests for new projects. Project Manager, Name, Description, and Requested Capital Budget are all data that were required in years past. Subsequent questions are the same as on the Existing Project Adjustment Worksheet.

Please make your best effort adequately answer each inquiry on this form. While it's understood that some criteria will not apply to some projects (for example, not every project has a definite lifespan), it's important that all projects be subject to similar scrutiny where possible. If one of the questions on the form does not apply to your projects, please insert a brief explanation as to why it is inapplicable. Failure to adequately answer each area of inquiry could affect your project's prioritization.

Prioritization System

This sheet is included to help the project manager better understand the ranking criteria and thus assist in filling out project requests. It is the same sheet given to members of the CIP Prioritization Committee to help them score CIP proposals. Each project is scored on scale of 1 to 5 with weights given to the various criteria as indicated to the right of the criteria header.

Key dates relating to the CIP Budget Process are listed below:

February 15 – CIP Budget packets distributed

February 27 – CIP Requests due to the Budget Dept by 5:00 pm

March 5 – CIP Committee packets distributed to Committee members

March 6 - March 16 – CIP Committee reviews projects and gives preliminary scores

March 16 - 30 – CIP Committee Meetings (Managers present their requests)

March 31 – Prioritization list due to City Manager

CIP Prioritization System:

Each criteria category will get a rating on a 1-5 scale with “5” being the most supportive/effective/true project rating.

Criteria	Weight*
1. Objectives – Meets the vision of a current City Council Goal/Listed Priority 5 points – Project has a positive and swift impact on a top priority City Goal 4 points – Project positively impacts a top priority City Goal 3 points – Project positively impacts a high priority or “other” priority City Goal 2 points – Project has a partial impact on a City Goal 1 point – Project has no impact on a listed City Goal	1.25
2. Funding – Source Availability & Competition for Funds 5 points – Earmarked funds exist specifically for the project (such as a grant) 4 points – Earmarked funds exist, but could be spent on another project (such as impact fees) 3 points – Project draws on flexible revenues which are specific to the Fund (such as water service fees) 2 points – Project draws on non-earmarked funds for which it has a particularly reasonable claim 1 point – Funds are not identified or funds are subject to much competition (such as General Fund surplus)	1.50
3. Necessity – Project is a “need to have” verses a “nice to have” 5 points – “Need to Have”; Absolutely required to provide a CORE City service or can be classified as Critical Infrastructure 4 points – n/a 3 points – Project has a positive impact towards a City service or interest with some limited frills 2 points – n/a 1 point – “Nice to Have”; Not required to keep the City running, but has some enhancement value	1.25
4. Investment – Project has a positive history of prior investment suggesting additional support 5 points – Prior funds were expended with the intent for future funding 4 points – n/a 3 points – Project has some aspects that have a history of City support 2 points – n/a 1 point – Project has no prior history or interest shown	1.00
5. Cost/Benefit Analysis – Revenues (or savings) compared to costs (operating and capital) 5 points – Cost/benefit analysis exists and shows a net profit 4 points – Cost/benefit is at or close to break-even 3 points – Cost/benefit shows a moderate net loss 2 points – Cost/benefit shows a net loss which is substantial but not prohibitive 1 point – Cost/benefit shows a net loss which large enough to be prohibitive	1.00

* Proposed weights; subject to change