

**Park City Municipal Corporation**  
**REQUEST FOR PROPOSALS (NON-BID) FOR**  
*Water Consumption Customer Portal and Water  
Conservation Solution*



**NOTICE**  
**REQUEST FOR PROPOSALS (NON-BID)**  
*Water Consumption Customer Portal and Water Conservation Solution*

**PROPOSALS DUE:**            **By Wednesday, February 7, 2018, at 4:00 p.m. MST**

**PROJECT NAME:**            Water Consumption Customer Portal

**RFP AVAILABLE:**            January 17, 2018

**PROJECT DESCRIPTION (brief):** Park City Municipal Corporation is requesting proposals for a water consumption customer portal, including six (6) times a year social norming conservation reports.

**PROJECT DEADLINE:**        Portal online by July 1, 2018; Contract through June 30, 2023.

**OWNER:**                      Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060

**CONTACT:**                    *Jason Christensen, Water Resources Manager*  
[jason.christensen@parkcity.org](mailto:jason.christensen@parkcity.org)  
**All questions shall be submitted in writing by no later than Wednesday, January 31, 2018, at 4:00 p.m. MST via email to Jason Christensen, Water Resources Manager.** Answers to questions will be posted as addendums to this Request for Proposals on the Park City website.

**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.**

## **I. Introduction**

Park City Municipal Corporation (“City”) maintains a water system to meet the needs of its residents. The City Council has a goal of reducing water consumption consistent with our 2014 Water Conservation Plan and also has a goal of reducing energy demand to assist in the City’s goal of becoming Carbon Neutral in the year 2022. To support these goals, the City deployed Software as a Service solution from WaterSmart Software in 2013.

More narrowly, the City has a goal of:

- Improving customer satisfaction.
- Making better use of AMI Data, in particular in alerts.
- Improving water-use efficiency.
- Increasing program participation.

## **II. Scope of Project**

The City is requesting proposals for a water consumption customer portal and water conservation solution. Any submittal should provide information on the service provider’s ability to:

1. Generate and distribute a personalized conservation mailer six (6) times a year to all of Park City water customers that contains the following information:
  - a. Water use consumption (gallons per day).
  - b. Water use comparisons among similar size households and/or lot size (for residential customers).
  - c. Historical water use comparisons.
  - d. Personalized ways to save – defined by Utility and contractor.
  - e. URL link to customer web application and unique registration code (if needed).
  - f. Ways to save—water efficient tips with ranking/sorting capabilities.
  - g. Sign-up/request capability.

Service Provider should provide detailed explanation on its capabilities to provide Water Reports with required components and customizability. If applicable, Service Provider should provide examples of sample Water Reports, including call outs of configurable content.

2. Provide a customer facing portal for residential, multi-family, commercial, industrial, and irrigation accounts. Park City currently has over forty percent (40%) customer enrollment. It is critical that continuity exist between our current portal and any continuation or new portal. Existing logins, settings, preferences,

alert thresholds, notes, and similar data must not be lost. The customer facing portal should provide:

- a. Plan to maintain continuity between our existing system and any system proposed.
- b. Secure registration and login for each utility account, regardless of meter type.
- c. Ability to configure the main tiles of the Home Page based on Utility priorities.
- d. Ability to add items to the Home Page based on common requests to the Utility.
- e. Ability to communicate AMI data interruptions to customers through their data feed to decrease the number of customer calls.
- f. Dynamic customer profile that customers can update 24x7 to personalize their portal and recommendations.
- g. Provide customers the ability to enter information about home size, square footage, number of persons in home, and other useful information in comparing water usage of similar properties.
- h. Easily customizable communication preferences – customers should be able to determine how they receive outgoing communications, including by text/SMS, email, automated call, and mail.
- i. Account management module to set communication preferences for alerts (see Alerts section).
- j. Personalized consumption displays in gallons per day, seasonal consumption trends, year-over-year usage, and ability to compare use to utility goals. Residential accounts shall include water use consumption comparisons to similar households based on occupancy and outdoor area characteristics and residential end-use disaggregation.
- k. Disaggregated water consumption estimates for indoor and outdoor usage.
- l. Display water consumption data in context of temperature and precipitation data to inform users of how weather impacts water use.
- m. Ability to view water consumption by rate tiers and to forecast end-of-period total consumption levels.
- n. Ability to view current and prior period consumption relative to a utility determined water budget, consumption goal, or usage allocation.
- o. The ability to display missed meter reads.
- p. The ability to estimate and display irrigation events in the consumption graph view.
- q. Interactive money-saving recommendation library, customized for each account profile and configurable by the Utility with step-by-step implementation instructions, informational links and videos, dynamic estimates of savings potential in GPD and dollars per year, and ability to sign up for, and keep track of, money saving activities. Library should highlight and rotate most relevant savings actions for customers based on the customer's profile and the season.

- r. Users or managers of multiple properties or commercial properties with multiple meters, can view a roll-up of all propriety consumption data in a unified view.
- s. Ability to give access (create a secondary account login) for other users such as a spouse, roommate, tenant, or property manager.
- t. Ability to automatically detect leak events using AMI, automatically notify the customer of suspected leaks, engage the customer to investigate and resolve the leak with step-by-step instructions and resources, and provide resolution details to Utility through the Dashboard.
- u. Ability to forecast high bills based on AMI use to date.
- v. Deliver relevant and timely utility-specific news or resources.
- w. Ability to export consumption data into standard data display format (i.e. csv).
- x. Service Provider must provide sample format, design, and content of the web-based application and functionality in the proposal. Service Provider should also provide information on safety and security features of online application.

**3. Send Alerts and Notifications. Service Provider will provide:**

- a. Ability to send any alert through email, SMS, or automated call based on the end user preferences.
- b. Ability to detect irregular usage (“possible leak”) for residential and irrigation-only accounts based on thresholds configurable by the Utility. Leak detection should be available for hourly (AMI) data and monthly data.
- c. Digital leak alerts should provide instructions and video content for finding and resolving the source of irregular use, regardless of whether or not the user has ever logged into the customer portal.
- d. Option to send automated Print Leak Alerts to customers with continuous use detected from hourly meter reads (when email and phone numbers are not available).
- e. Option to allow customers to set their own consumption threshold alerts based on usage compared to previous periods.
- f. Ability to set threshold notifications based on monthly customer bill trajectory.
- g. Ability to view mobile and web based hourly, monthly, and bi-monthly AMI/AMR consumption graphs, including the ability to overlay weather data.
- h. For customers with daily or hourly (AMI) data, option to allow customer to set their own daily or billing period user-defined threshold alert.
- i. Option to allow customer to choose to receive an alert when a bill is available, due, or overdue.

Service Provider must provide sample format, design, and content of the alerts including screenshots.

4. Provide a utility facing analytics dashboard with data from all meter classes that provides:
  - a. The ability to store and display at least ten (10) years of AMI data for immediate real-time access in both the reporting engine and the customer presentment interface.
  - b. Ability to export data in standard data presentment format (i.e. csv).
  - c. Unlimited licenses for Utility staff members and the ability for a Utility administrator to provision or revoke access with viewer, editor, or administrator roles.
  - d. Consumption analytics across all meter types, regardless of meter type.
  - e. Profiles for each account with the ability to search for a profile by partial or complete account number, meter number, customer name, address, or email address.
  - f. Ability to record communications with each account, and ability to send an email with relevant data and charts to an individual customer through their profile page.
  - g. AMI data in the profile will be displayed and color-coded based on normal usage, suspected leaks, and suspected irrigation.
  - h. Customer use disaggregation, seasonal use analysis, temperature and precipitation information, an interface to view a satellite image of property, and ability to load the customer's view of their portal in impersonation mode.
  - i. Reports and maps showing top consumers by meter class and by period. Ability to download consumption into Excel for further analysis.
  - j. Group multiple meters (e.g. indoor and irrigation) associated with one master account.
  - k. Reports on customer portal use and customer profile statistics, including frequency of portal use, most popular actions taken by customers, and method of visit (mobile vs desktop).
  - l. Leak detection module that detects and defines types of leak events with thresholds that can be configured by the Utility.
  - m. Leak status report that estimates leak start date, duration of leaks, volume of water lost in leak, whether or not customer has been notified, what actions the customer has taken to resolve, and information on resolution.
  - n. Messaging module to allow for utility staff to mass customize customer communications over email, text, and automated voice.
  - o. List creation feature by meter or account id, polygon selected map interface, or external csv file upload.
  - p. Irrigation detection module that detects daily irrigation events at individual properties and flags properties that are violating utility day of week irrigation restrictions (where needed).
  - q. Ability to compose, send, and track messages to segments of customers within Dashboard.
  - r. Ability to create segments of customers based on drawing shape over map of accounts within service area.

- s. Ability to create segments of customers based on popular reports.
- t. Ability to support multiple communications channels, including SMS and automated voice calling.
- u. Ability to view each customer's up-to-date account balance, water bill, and billing history.
- v. Help site and live chat feature with Service Provider's customer service staff.
- w. Service Provider must provide sample format, design, and content of the web-based application and functionality in the proposal. Service Provider should also provide information on safety and security features of online application (see Security and Privacy Controls).

## 5. Optional Items

- a. Professional Service Providers may offer optional enhancements that are consistent with the City's goals and support the four (4) items listed above.
- b. Single Sign On
  - i. Service Provider will have the ability to work with Utility or Utility's existing service providers to implement a single sign on (SSO) capability using SAML 2.0 or OAUTH 2.0 protocols to existing Utility websites or portals. Utility or Utility's existing contractor will function as SSO Identity Provider. The SSO should allow for the following functionality:
    1. Customers should be able to log into utility bill pay website and be able to transfer to customer portal using same credentials.
    2. Customers should be able to log into customer portal directly with same and pre-existing credentials as they use with the utility bill pay website.
- c. Bill Presentment and Payment Processing
  - i. Service Provider may provide a convenient option for Utility customers who want to view and pay their bills online. Capabilities should include:
    1. Ability to view bills securely directly through the Portal (PDFs available).
    2. Ability for end users to sign up for bill alerts including when a bill is available, due, or overdue.
    3. Single Sign On between Utility's existing payment website services.parkcity.org (Eden, a Tyler Technologies product) and Customer Portal.
    4. Ability to include an embedded payment page within the Customer Portal. Customers should be able to view and pay bills from within the Customer Portal including by credit card, debit card and ACH. Autopay and saving payment methods is also desired.

5. Redirect link to outside payments page. Customer Portal sends visitors to an outside payment website. Once customers arrive to the website, they will be prompted to log in as usual.
  6. If Service Provider utilizes a secondary vendor to provide one of the above solutions, the vendor must be PCI compliant and ensure a secure method of payment.
- d. Print Leak Alert Notifications
- i. The Service Provider may propose that they print and mail individual leak alert letters at a per letter price.

The following data is provided to understand the scope of this project:

<b>Account Type</b>	<b>Number of Accounts</b>
Residential	4,390
Commercial	404
Multi-Family	322
Irrigation Only	214
<i>Total</i>	5,330

AMI data transfer: Park City operates a Sensus AMI system and currently runs a Sensus RNI 4.x. This system is used to provide hourly meter readings via a CMEP file from the RNI every four (4) hours.

CIS data transfer: Park City uses Tyler Eden as our CIS system. This system is used to provide customer data (name, billed consumption, etc.) once a month through a SQL query.

### **III. Intentionally Omitted.**

#### IV. Content of Proposal

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to twenty (20) pages.

<b>Topic</b>	<b>Description</b>
Deliverable	The ability to meet the goals of the project, and the scope of the project as outlined in Section II.
Price	The cost to provide service. Please identify any deployment/one-time costs, per item/or use costs and an annual cost for service through June 30, 2023.
Experience	Ability to meet the City's proposed timeline.
Software Security	Demonstration through certifications and commitments to Information Technology best practices that assure Park City that its information is secure.
Presentation of Information	The overall organization and content of the Proposal. Brevity is appreciated.
Changes requested to requirements of Section VI.	<b>Changes to the Park City Municipal Standard Service Provider/Professional Services Agreement may disqualify a professional service provider and are discouraged. Requested changes may be counted against the provider.</b>

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. 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. The award of contract is subject to approval by City Council. Proposals shall be valid for six (6) months.

**Price may not be the sole deciding factor.**

#### V. Selection Process

Proposals will be evaluated on the factors listed in Section IV, Content of Proposal, above.

The selection process will proceed on the following schedule:

A. Proposals will be received by Park City by 4:00 p.m., Wednesday, February 7, 2018, at the Public Works Office located at 1053 Iron Horse Drive, Park City, UT, Attn: Jason Christensen, Water Resources Manager.

B. A selection committee comprised of City staff will review all submitted RFPs.

C. It is anticipated that City Council will vote on the contract award on March 29, 2018.

## **VI. Park City Municipal Standard Service Provider/Provider Services Agreement**

The successful proposal will be required to enter into Park City's standard Service Provider/Professional Services Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP as Exhibit "A". If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

If Proposer takes exception to any term or condition set forth in this RFP and/or the sample agreement and any of its exhibits or attachments, said exceptions must be clearly identified in the response to this RFP. **All questions about the insurance requirements or indemnification language found in paragraphs 7 and 8 of the sample agreement must be resolved with Park City prior to submitting an RFP.** Any questions not resolved prior to the submittal deadline will not be considered. Said exceptions and accepted resolutions must be clearly identified in the response to the RFP. **Exceptions or deviations to any of the terms and conditions must be submitted in a separate section of the document accompanying offeror's proposal identified as "Exceptions". The nature and extent of requested changes/such exceptions to our standard agreement (i.e., unwillingness to comply with our insurance/indemnity provision) counts against a bidder.** The City shall be the sole determiner of the acceptability of any exception.

Any service provider who contracts with Park City is required to have a valid Park City business license.

## **VII. Information to be submitted**

**To be considered, three (3) copies of the proposal and a flash drive containing an electronic copy must be received at the Park City Public Works Office, Attn: Jason Christensen, Water Resources Manager, 1053 Iron Horse Drive, Park City, UT 84060, by Wednesday, February 7, 2018, at 4:00 p.m.**

**If submitting by mail, submit to:**  
 Park City Municipal Corporation  
 Public Utilities Department  
 Attention: Jason Christensen, Water Resources Manger  
 P.O. Box 1480  
 Park City, Utah 84060

## **VIII. Preparation of Proposals**

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

## **IX. Proposal Information**

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

B. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

C. Rejection of Proposals. The 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.

D. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

E. Park City Municipal Corporation's policy is, subject to Federal, State, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

F. If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

## EXHIBIT "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 \_\_\_\_\_, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

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 "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Technical requirements reflected on Exhibit "B" attached hereto and made a part hereof must be met on an ongoing basis.

The City has designated \_\_\_\_\_, or his/her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

**2. TERM.**

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on \_\_\_\_\_ or earlier, unless extended by mutual written agreement of the Parties.

**3. COMPENSATION AND METHOD OF PAYMENT.**

- A. Payments for services provided hereunder shall be made monthly following the performance of such 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 “Exhibit C,” 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.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

**4. RECORDS AND INSPECTIONS.**

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including,(but not limited to) that which is necessary to 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.

- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider 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, 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.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its 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. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

**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; 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:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate 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.

- 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 with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:  
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred

Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.

- E. Data Breach and Privacy / Cyber Liability Insurance including coverage for failure to protect confidential information and failure of the security of the Service Provider's computer systems or the City's systems due to the actions of the Service Provider which results in unauthorized access to the City's data. The limit applicable to this policy shall be no less than Five Million Dollars (\$5,000,000) per occurrence, and must apply to incidents related to the Cyber Theft of the City's property, including but not limited to money and securities.
- F. Technology Errors and Omissions Insurance with a limit of not less Five Million Dollars (\$5,000,000) for damages arising from computer related services including but not limited to the following:
- Consulting;
  - Data Processing;
  - Programming;
  - System Integration;
  - Hardware or Software Development;
  - Installation;
  - Distribution or Maintenance;
  - Systems Analysis Or Design;
  - Training; and
  - Staffing or Other Support Services.

The policy shall include coverage for third party fidelity including cyber theft and protect the City as "Additional Insured". It is acceptable that the Data Breach and Privacy / Cyber Liability Insurance and Technology Errors and Omissions insurance be provided on the same policy. The additional insured protection afforded the City must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of the City.

- G. The City shall also be named as an additional insured on general liability and auto liability insurance policies, with 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. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30)

days of cancellation. The City reserves the right to request certified copies of any required policies.

- H. 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 AND WARRANTIES.**

- 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.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. 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-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

**11. NONDISCRIMINATION.**

- A. The City is an equal opportunity employer.

- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- 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. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- 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 program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

**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 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. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.**

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

**15. 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.

**16. 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.

**17. 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. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

**18. 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 connection with that action or proceeding.

**19. JURISDICTION AND VENUE.**

- 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.

**20. SEVERABILITY AND NON-WAIVER.**

- 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.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

**21. 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.

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

**PARK CITY MUNICIPAL CORPORATION**  
445 Marsac Avenue  
Post Office Box 1480  
Park City, UT 84060-1480

\_\_\_\_\_  
Diane Foster, City Manager

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**SERVICE PROVIDER NAME**

Address:  
Address:  
City, State, Zip:

TaxID#: \_\_\_\_\_  
PC Business License# \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, 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 \_\_\_\_\_, a \_\_\_\_\_ corporation (or limited liability company), by Authority of its Bylaws/Resolution of the Board of Directors or Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (title) for \_\_\_\_\_, a \_\_\_\_\_ corporation (or limited liability company).

\_\_\_\_\_  
 Notary Public

**EXHIBIT “A”**

**SCOPE OF SERVICES**

**EXHIBIT “B”**  
**Technology Support, Infrastructure & Security**

**1. Definitions**

“City Data” / “information” is any data provided, shared, created or managed by the City.

“Service Provider” Is the contract holder that manages employees, contractors or affiliates having access to PCMC infrastructure or data for specific defined purpose.

“Process, Processed, or Processing” means any operation or set of operations performed upon City Data, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.

"Data Masking" The process of modifying records to conceal City Data, especially when such records are copied from a production environment to a non-production environment.

“The Information Technology Department” is responsible for the administration of this policy. If you have any questions regarding this policy, please contact the Information Technology Department 435-615-5123, 5123@parkcity.org.

“Service Provider’s Third Party Security Auditor” is defined as a third party organization which provides security audits of Service Provider’s Information Processing Systems.

“Provider” is defined as any company supplying a service for Service Provider’s Information Processing System (such as a Data Center, Managed Service, or Data Circuit).

“Security Breach” is defined as an unauthorized access to Service Provider’s software or Data Center facilities, Information Processing Systems or networks used to service, store, or access City Data.

“Sensitive Information” is defined as any Personally Identifiable Information or any information not publicly available (i.e. – clients, passwords, financial information, employee information, schedules, technology infrastructure, closed reports, draft notes, etc.).

“Written Request of the City” is defined as a request received by Service Provider by a City on official letter head signed by an officer of the City.

## **2. Information Classification**

Classification is used to promote proper controls for safeguarding the confidentiality of information. Regardless of classification the integrity and accuracy of all classifications of information must be protected. The classification assigned and the related controls applied are dependent on the sensitivity of the information. Information must be classified according to the most sensitive detail it includes. Information recorded in several formats (e.g., source document, electronic record, report) must have the same classification regardless of format. The following levels are to be used when classifying information:

## **3. Internal Information**

Internal Information is intended for unrestricted use within PCMC, and in some cases within affiliated organizations such as Service Provider business partners for non-sales purposes. This type of information is already widely-distributed within PCMC, or it could be so distributed within the organization without advance permission from the information owner. Examples of Internal Information may include: personnel directories, internal policies and procedures, most internal electronic mail messages.

Any information not explicitly classified as Sensitive Information, PII or Public will, by default, be classified as Internal Information.

Unauthorized disclosure of this information is not permitted.

## **4. Public Information**

Public Information has been specifically approved for public release by a designated authority within each entity of Service Provider. Examples of Public Information may include material posted to approved public internet web pages.

This information may be disclosed outside of Service Provider.

## **5. Security Policy**

**Formal Security Policy.** Consistent with the requirement of this Document, Service Provider will create and provide to City an information security policy that is approved by Service Provider's management, published and communicated and agreed to be adhered to by all Service Provider's employees, contractors and affiliates.

**Security Policy Review.** Service Provider will review the information security policy at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness and may revise such policy, from time to time. Changes resulting in a lower standard of security or service must be agreed to by PCMC prior to adoption.

## **6. Asset Management.**

Acceptable Use. Service Provider will implement policies and procedures for the acceptable use of information and assets which is no less restrictive than industry best practice for the classification of such Information and consistent with the requirements of this Document.

Equipment Use While on City Premises. While on City's premises, Service Provider will not connect hardware (physically or via a wireless connection) to City internal systems or networks unless necessary for Service Provider to perform Processing under this Document. This hardware is subject to be inspected and, or, scanned by PCMC IT Department directly or by automated means before use.

Personally-owned Equipment: Sensitive Information, with the exception of Business Contact Information, may not be stored on any employee owned equipment.

## **7. Human Resources Security**

Removal of Access Rights. The access rights of all Service Provider employees to Service Provider Information Processing Systems or media containing Sensitive Information will be removed immediately upon termination of their employment, contract or agreement, or adjusted upon change.

## **8. Physical and Environmental Security.**

Secure Areas. Service Provider will secure all areas, including loading docks, holding areas, telecommunications areas, cabling areas and off-site areas that contain Information Processing Systems or media containing information by the use of appropriate security controls in order to ensure that only authorized personnel are allowed access and to prevent damage and interference. The following controls will be implemented:

Visitors to secure areas will be supervised.

## **9. Geographic Data Centers**

Service Provider's data centers are geographically distributed and employ a variety of physical security measures. The technology and security mechanisms used in these facilities may vary depending on local conditions such as building location and regional risks. The standard physical security controls implemented at each Service Provider data center include the following: custom designed electronic card access control systems, alarm systems, interior and exterior cameras, and security guards. Access to areas where systems, or system components, are installed or stored are segregated from general office and public areas such as lobbies. The areas are centrally monitored for suspicious activity, and the facilities are routinely patrolled by security guards.

## **10. Environmental Security**

Service Provider will protect equipment from power failures and other disruptions caused by failures in supporting utilities. To minimize service interruption due to hardware failure, natural disaster, or other catastrophe, Service Provider implements a disaster recovery program at all of its data centers. This program includes multiple components to minimize the risk of any single point of failure.

## **11. Role Based Access**

Service Provider restricts access to its data centers based on role, not position. As a result, most senior executives at Service Provider do not have access to Service Provider data centers

## **12. Communications and Operations Management.**

**Protections Against Malicious Code.** Service Provider will implement detection, prevention, and recovery controls to protect against malicious software, which is no less than current industry best practice and perform appropriate employee training on the prevention and detection of malicious software.

**Back-ups.** Service Provider will perform appropriate back-ups of Service Provider Information Processing Systems and media containing City Data every business day with end-of-month copy stored for 1-year in order ensuring services and service levels described in this Document. Service Provider maintains a plan for responding to a system emergency or other occurrence (for example, fire, vandalism, system failure and natural disaster) that damages systems that contain Sensitive Information and Internal Information.

**Media Handling.** Service Provider will protect against unauthorized access or misuse of City Data contained on media.

**Media and Information Disposal.** Service Provider will securely and safely dispose of media containing Sensitive Information:

Maintaining a secured disposal log that provides an audit trail of disposal activities.

## **13. Exchange of Information**

To protect confidentiality and integrity of Sensitive Information in transit, Service Provider will:

Perform an inventory, analysis, and risk assessment of all data exchange channels (including, but not limited to , SFTP, HTTP, HTTPS, SMTP, modem and fax) to identify and mitigate risks to Sensitive Information from these channels.

Monitor and inspect all data exchange channels to detect unauthorized information releases.

Ensure that appropriate security controls using approved data exchange channels are employed when exchanging Sensitive Information.

#### **14. Monitoring**

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Employ current industry best practice security controls and tools to monitor Information Processing Systems and log user activities, exceptions, unauthorized information processing activities, suspicious activities and information security events. Logging facilities and log information will be protected against tampering and unauthorized access. Logs will be kept for at least 180 days.

Perform frequent reviews of logs and take necessary actions to protect against unauthorized access and implement policy and infrastructure as needed.

At Written Request of the City, make logs available to City to assist in investigations.

Ensure that the time clocks of all relevant Information Processing Systems are synchronized using a national or international time source.

Ensure common configuration and patch management information is maintained.

Based on the periodic assessment, measures will be implemented that reduce the impact of the threats by reducing the amount and scope of the vulnerabilities.

#### **15. Access Control**

User Access Management. To protect against unauthorized access or misuse of Sensitive Information a formal user registration and de-registration procedure for granting and revoking access and access rights to all Service Provider Information Processing Systems.

Employ a formal password management process using authentication and authorization controls that are designed to protect against unauthorized access.

Perform recurring reviews of Service Provider employees' access and access rights to ensure that they are appropriate for the users' role.

#### **16. User Responsibilities**

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Ensure that Service Provider Information Processing Systems users follow current security practices in the selection and use of sufficiently strong passwords.

Ensure that unattended equipment has appropriate protection to prohibit access and use by unauthorized individuals.

Ensure that Sensitive Information contained at employee workstations, including but not limited to paper and media display screens, is protected from unauthorized access and/or utilizes Data Masking.

### **17. Network Access Control**

Access to internal, external and public network services that allow access to Service Provider Information Processing Systems shall be controlled. Service Provider will:

Ensure that current industry best practice standard authentication mechanisms for network users and equipment are in place and updated as necessary.

Ensure electronic perimeter controls are in place to protect Service Provider Information Processing Systems from unauthorized access.

Ensure sufficient authentication methods are used to control access by remote users.

Ensure physical and logical access to diagnostic and configuration ports is controlled.

### **18. Operating System Access Control**

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Ensure that access to operating systems is controlled by a secure log-on procedure and limited to role based necessity.

Ensure that Service Provider Information Processing System users have a unique identifier (user ID). This account is used to identify each person's activity on Service Provider's Information Processing Systems network, including any access to employee or City data.

Ensure that the use of utility programs that are capable of overriding system and application controls are highly restricted and tightly controlled, with access limited to those employees whose specific job function requires such access.

Ensure that inactive sessions are automatically terminated when technically possible after a defined period of inactivity.

Employ idle time-based restrictions on connection times when technically possible to provide additional security for high risk applications.

Ensure that current industry best practice standard authentication mechanisms for wireless network users and equipment are in place and updated as necessary.

Ensure authentication methods are used to control access by remote users, with unique User Identifiers.

### **19. Information Systems Acquisition, Development and Maintenance**

**Security of System Files.** To protect City Information Processing Systems and system files containing information, Service Provider will ensure that access to source code is restricted to authorized users whose specific job function necessitates such access.

**Security in Development and Support Processes.** To protect City information Processing Systems and system files containing Sensitive Information, Service Provider will:

Employ industry best practice security controls to minimize information dissemination.

Employ oversight quality controls and security management of outsourced software development.

Employ regular code reviews covering security vulnerabilities, including but not limited to buffer overflow, SQL injection, input validation, and commonly used vector attacks.

### **20. Information Security Incident Management**

**Reporting Information Security Events and Weaknesses.** To protect City Information Processing Systems and system files containing information, Service Provider will:

Implement a process to ensure that Information Security Events and Security Breaches are reported through appropriate management channels as quickly as possible.

Train all employees, contractors, users of information systems and services regarding the report of any observed or suspected Information Security Events and Security Breaches.

Notify City by email or phone as soon as possible of all Information Security Events and Security Breaches. Following any such event or breach, Service Provider will promptly notify City whether or not Sensitive Information was compromised or released to unauthorized parties, the data affected and/or the details of the event or breach.

## **21. Business Continuity Management**

Business Continuity Management Program. To ensure services and service levels described in this Document, Service Provider will:

Develop and maintain a process for business continuity throughout the organization that addresses the information security requirements needed for Service Provider's and its Providers' business continuity so that the provision of products and/or services provided is uninterrupted.

Maintain efforts to identify events that may cause interruptions to business processes, along with the probability and impact of such interruptions and the consequences for information security.

Develop and implement plans to maintain or restore operations and ensure availability of information at the required level and in the required time scales following interruption to, or failure of, critical business processes and provide City a copy of the same upon Written Request of the City.

Disaster Recovery. Service Provider has appropriate and reasonable disaster recovery measures in place designed to prevent any interruptions in Service to the City. Service Provider has established disaster contingency plans governing processes following a breach incident, which in particular address the following issues: (i) safety of personnel and third parties, (ii) losses of communications capability (e.g., voice, fax, data), (iii) loss of computer processing capabilities, and (iv) loss of access to physical office facilities.

## **22. Security Assessments**

Initial and Recurring Security Assessments. Service Provider's Third-Party Security Auditor shall perform weekly static scans, monthly dynamic scans, and annual penetration testing. The results of these audits are available to Service Provider and the City with execution a Confidentiality Agreement with Service Provider.

**EXHIBIT “C”**

**PAYMENT SCHEDULE FOR “EXTRA” WORK**