

Park City Municipal Corporation



REQUEST FOR PROPOSALS

PROCUREMENT OF TRANSIT RUNCUTTING AND SCHEDULING APPLICATION *WITH INTEGRATIONS TO CAD/AVL SYSTEM*

ADVERTISED INVITATION TO BID:
Monday, Aug 3, 2020

1053 Iron Horse Drive
PO Box 1480
Park City, UT 84060
PCMC Contact for RFP Questions:
Franklin Williams, ITS Project Manager
Office: (435) 615-5330
Fax: (435) 658-8945
franklin.williams@parkcity.org

RFP questions due by 5:00 p.m., Friday, Aug 14, 2020, via email to: franklin.williams@parkcity.org.

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SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

NR 1. Definitions

The following are definitions of special terms used in this document:

Agency: Park City Municipal Corporation (PCMC)

Authorized Signer: The person who is executing this Contract on behalf of the Contractor and who is authorized to bind the Contractor.

Best and Final Offer (BAFO): The last Proposal made by a Proposer. If a BAFO is not specifically requested by PCMC, or if the Proposer does not promptly respond to a request for a BAFO, then the most recent, current Proposal is the BAFO.

CAD/AVL: Computer aided dispatching and automated vehicle locating. This includes both hardware and software for communication, vehicle locating, driver terminals, customer information systems, planning and real-time coordination. The application requested in this RFP can be considered a subset of computer aided dispatching.

Competitive Range: The range of proposals that are identified as the most highly rated, unless the range is further reduced for purposes of efficiency.

Contract: The Proposal and its acceptance by PCMC as manifested by the Contract documents specified in Section 10: Contract.

Contractor: The successful Proposer who is awarded a Contract for providing all systems, components, and equipment described in the Contract documents.

Days: Calendar days, unless otherwise stated.

Defect: Patent or latent malfunction or failure in manufacture, installation, or design of any component or subsystem.

Deviation: Variance from a requirement or specification that does not adversely alter the specific term(s) of contract or requested functionality.

Due Date: The date and time by which Proposals must be received by PCMC as specified in Section 1: Notice of Request for Proposals.

PCMC: Park City Municipal Corporation, its employees, officers, agents, designees, or assigns, for the purpose of administering this Request for Proposals.

Project Supervisor - The person who is administering this Contract on behalf of PCMC; namely, Franklin Williams, Park City ITS Program Manager.

Proposal: A promise, if accepted, to deliver equipment and services according to the underlying solicitation of PCMC documented using the prescribed form in the solicitation.

Proposer: A legal entity that makes a Proposal.

Solicitation: PCMC's request for proposals.

Supplier: Any manufacturer, company or agency providing units, components, or subassemblies for inclusion in the system that are installed by the Contractor. Supplier items shall require qualification by type and acceptance tests in accordance with requirements defined in Section 8: Quality Assurance.

Subcontractor: Any manufacturer, company, or agency providing units, components, or subassemblies for inclusion in the system that are installed by a Subcontractor. Subcontractor items shall require qualification by type and acceptance tests in accordance with requirements defined in Section 8: Quality Assurance.

Transit Manager: The person who has complete and final authority over this Contract on behalf of PCMC except as limited herein.

Work: Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the Contract and necessary to the completion thereof.

NR 2. Description of the Work to be Done

Park City Municipal Corporation (PCMC) requests Proposals for the manufacture, delivery, installation, and maintenance of a Transit Service Planning, Blocking, Run-cutting and Driver Scheduling application (Transit Scheduling Application), with integrations into a CAD/AVL system, in accordance with the terms and conditions set forth in the RFP. The Contract shall be a firm-fixed-price Contract. The winning vendor will have to comply with all federal, State and local laws and regulations. It is Park City Municipal's policy, subject to Federal and State procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

PCMC currently operates with:

- 52 Transit Vehicles, including 13 battery-electric buses
- 160 drivers
- 12 routes

PCMC will also be issuing a Request for Proposal for a comprehensive CAD/AVL system in the next few months. Prospective proposers are encouraged to submit proposals for the CAD/AVL system as well as this Transit Scheduling Application. The requests for proposals are being issued separately because of separate funding sources and to enable proposals for the Transit

Scheduling Application from Proposers who may not be able to provide the entire scope of CAD/AVL requirements.

NR 3. Obtaining Proposal Documents

Proposal documents may be requested from Franklin Williams Jr., Park City ITS Program Manager, in person at Park City Public Works at 1053 Iron Horse Drive, Park City, Utah, or electronically via email to franklin.williams@parkcity.org. Documents requested by mail will be packaged and sent postage paid.

NR 4. Proposal Due Dates, Timelines, and Submittal Requirements

- Request for Proposal posted publicly: Aug 3, 2020
- Final date for question submission: By 5:00 p.m., Friday, Aug 14, 2020
- Answers to questions posted during time period: Aug 7 – Aug 14, 2020
- Proposals must be received by 5:00 p.m., Friday, August 21, 2020 by Franklin Williams ITS Program Manager, or his/her designee.
- In person presentations by invited proposers during August and September.
- Target Date for Selection of vendor September 30, 2020 pending City Council Approval

Proposals shall be submitted to either of the following addresses:

For courier delivery or hand delivery:

Franklin Williams
ITS Program Manager
Park City Municipal Corporation
1053 Iron Horse Drive
Park City, UT 84060

OR:

By U.S. mail:
Franklin Williams
ITS Program Manager
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

Envelopes or boxes containing Proposals shall be clearly labeled with Proposal title:
Procurement of Transit Run Cutting and Scheduling Application.

In the absence of the project supervisor, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060.

Proposers are requested to submit to PCMC one (1) original plus three (3) additional printed copies, and three (3) USB drives, each containing an electronic PDF copy of the Proposal. In

case of any discrepancies, the original hard copy will be considered by PCMC in evaluating the Proposal, and the electronic version is provided for administrative convenience only. A Proposal is deemed to be late if it is received by PCMC after the deadline stated above. Improperly marked proposals that are not discovered by PCMC prior to that deadline will be treated as late proposals. Proposals received after the submission deadline may be rejected.

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

NR 5. Validity of Proposals

Proposals and subsequent offers shall be valid for a period of one hundred eighty (180) days.

SECTION 2: INSTRUCTIONS TO PROPOSERS

IP 1. Quantities

The Work under these Contract documents consists of the manufacture, delivery, installation, and maintenance of a Transit Scheduling Application for a transit service consisting of:

- 52 Transit Vehicles, including 13 battery-electric buses
- 160 drivers
- 12 routes
- Highly variable seasonal service
- Several major events throughout the year

IP 2. Proposed Schedule for the Procurement

The following is the solicitation schedule for Proposers:

1. Proposer communications, questions, and requests are due: By 5:00 p.m. Friday, Aug 14, 2020.
2. Answers and/or PCMC addenda issued during: Monday, Aug 7 – Aug 14, 2020.
3. Due Date for Proposal submission: By 5:00 p.m., Friday, August 21, 2020.
4. Evaluation Committee conducts review of proposals, negotiations (if any), site visits (if any), and interviews (if any), during August and September.
5. Selection Committee makes recommendation of award to City Council, September, 2020.
6. Approval by City Council September, 2020
7. Target Date for Executed Contract is signed by all parties, Friday, Oct 9, 2020.
8. Target Date for Notice to Proceed issued by Friday, October 16, 2020.

PCMC reserves the right to conduct site visits, interviews, request presentations, or any combination of such as part of the evaluation process. PCMC reserves the right to modify this schedule at any time for any reason.

IP 3. Questions, Clarifications and Omissions

All correspondence, communication, and contact in regard to any aspect of this solicitation or offers shall be only with the Project Supervisor identified above, Franklin Williams, in writing. Unless otherwise instructed by the Project Supervisor, Proposers and their representatives shall not make any contact with or communicate with any member of PCMC, or its employees and consultants, other than the designated Project Supervisor, in regard to any aspect of this solicitation or offers.

At any time prior to the deadline for Proposer communications, questions, and requests outlined in IP 2 Proposed Schedule for the RFP, proposers may request, in writing, a clarification or interpretation of any aspect of the RFP. Such written requests shall be made to the Project Supervisor.

All responses shall be provided to all Proposers, including submitted proposal deviations. Any response that is not confirmed by a written addendum shall not be official or binding to PCMC. Any request for submitted proposal deviation to any requirement of the RFP must be fully supported with technical data, test results, or other pertinent information showing evidence that the deviation will result in a condition equal to or better than that required by the RFP, without a substantial increase in cost or time requirements. Proposers are required to provide full descriptions, including manufacturer, make or model, and other descriptive data or illustrative listings for all proposed products and services.

All requests for submitted deviations shall be fully supported with technical data, test results, transit revenue experience, or other pertinent information which confirms that the item and/or system being offered meets the RFP requirements. In no case shall PCMC delay the RFP process to conduct these considerations. If it should appear to a prospective Proposer that the performance of the Work is not sufficiently described or explained in the RFP or that any conflict or discrepancy exists between different parts of the RFP or any federal, State, local or PCMC law, ordinance, rule, regulation, or other standard or requirement, then the Proposer shall submit a written request for clarification to PCMC within the time period specified above.

IP 4. Addenda to RFP

PCMC reserves the right to modify any part of the RFP at any time prior to contract award. PCMC will modify the RFP only by issuing a written addendum. Addenda will be consecutively numbered in the order they are issued. Any amendments, interpretation, correction, or change to the RFP shall be described in written addenda. Interpretations, corrections, or changes of the RFP made in any other manner will not be binding, and Proposers shall not rely on such interpretations, corrections, and changes.

Failure of any prospective Proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum in their Proposals.

Delivery of an addendum to a prospective proposer or proposer shall be deemed accomplished when PCMC has placed the addendum in regular U.S. Mail, via fax, or via sent email addressed to the proposer or prospective proposer at the last address, fax number, or email address known to PCMC. Proposers and prospective proposers must notify PCMC promptly in writing of any changes in address, fax number, or email address. The notification must state the name and RFP number of this procurement.

If PCMC determines that the addenda may require significant changes in the preparation of Proposals, the deadline for submitting the Proposals may be postponed no fewer than ten (10) days from the date of issuance of addenda or by the number of days that PCMC determines will allow Proposers sufficient time to revise their Proposals. Any new Due Date shall be included in the addenda.

IP 5. Conditions, Exceptions, Reservations or Understandings

Proposers are cautioned to limit exceptions, conditions, and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the Proposal for not responding to the requirements of the RFP.

Any and all Deviations must be explicitly, fully, and separately stated in the Proposal, using “Form 7.6 Proposal Deviation”, setting forth at a minimum the specific reasons for **each** Deviation so that it can be fully considered and, if appropriate, evaluated by PCMC. All Deviations shall be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the Proposer receiving a less favorable evaluation than without the Deviation.

IP 6. Protest Procedures

Any Proposer who determines that a decision has been made in violation of the RFP may appeal the decision to the City Council of Park City, Utah. All protests must be in writing, stating the name and address of protestor and a contact person. Protests shall specify in detail the grounds of the protest and the facts supporting the protest. PCMC’s protest procedures are as follows:

1. The protestor shall promptly file a written appeals letter, to the City Manager, within five (5) working days from the time the alleged incident occurred. The letter of appeal shall state all relevant facts of the matter and the remedy sought.
2. Upon receipt of the notice of appeal, the City Manager shall forward to the City Council the appeal notice, his or her investigation of the matter, and any other relevant information.
3. The City Council shall conduct a hearing on the matter and provide the complainant an opportunity to be heard. A written decision shall be sent to the complainant.

4. PCMC shall not be obligated to postpone an award of a contract pending resolution of a protest where PCMC determines that proceeding with the selection process or award is in the best interest of PCMC.

PCMC reserves the right to withdraw the RFP and reject any and all proposals at any time, without notice, for any reason.

IP 6.1. Protest Address

All protests must be addressed as follows:

PCMC contact: Matt Dias - City Manager

For special delivery or hand delivery: 445 Marsac Ave, Park City, Utah 84060

For U.S. Mail: P.O. Box 1480, Park City, Utah 84060

Protests not properly addressed to the address shown above may not be considered by PCMC.

IP 7. Preparation of Proposals

- a. Required Forms. Proposers are required to use the forms provided in “Section 7: Forms”, where applicable, and include them in submissions of a proposal. The first form is a checklist to aid in proper completion of the proposal packets.
- b. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the Proposer’s own risk.
- c. 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.
- d. If Proposer utilizes third parties for completing RFP requirements, Proposer must list which portions of the RFP are completed by third parties and the name of the third party.

IP 7.1. Proposal Format Requirements

Proposals shall be submitted in four (4) separately sealed bundles identified below. Each bundle shall be marked as specified below and shall contain all the Proposal documents for which the bundle is required to be marked. These same requirements shall apply to any best and final offers (BAFOs).

Proposers shall submit one (1) original (marked clearly as such), three (3) hard copies, and three (3) USB drives, each containing an electronic PDF copy of the Proposal to PCMC. In case of any discrepancies, the original will be considered by PCMC in evaluating the Proposal. The hard-copy Proposals shall be prepared double-sided on 8½ × 11 in. paper in at least 11-point font. The

hard copies shall be contained in three-ring binders, the contents of which are identified on the outside. Use of 11 × 17 in. foldout sheets for large tables, charts, or diagrams is permissible.

Bundle 1: Technical Proposal Package Requirements

1. Letter of Transmittal
2. Technical Proposal
3. Customer References
4. Production and delivery schedule and other Contract commitments for the duration of this Contract
5. Management Plan
6. Complete warranty information and proposer's field service and support network.
7. Proposer User/Client List. (Relevant prior two (2) years), "Form 7.2"
8. A detailed description of the proposed onsite training program for PCMC maintenance and operations staff.
9. A copy of the Contractor's Quality Assurance Program.

Bundle 2: Price Proposal Package Requirements

Each Price Proposal shall be on the prescribed Price Proposal form and shall be for the entire Contract, including all Proposal items. Proposers may edit and/or provide additional information to the form to meet any specific needs. Price proposals must include prices for complete systems installed in Park City, Utah, plus prices for any other packages, worksheet and components or tasks identified in the proposer's proposal. Price proposal must include any periodic license or maintenance costs.

Bundle 3: Qualification Package Requirements

1. Copy of the Pre-Award Evaluation Data Form – "Form 7.5"
2. A copy of the audited financial statements for the three (3) most recent years, or a statement from the Proposer regarding how financial information may be reviewed by PCMC.
3. Letter for insurance, indicating the Contractor's ability to obtain the insurance coverage in accordance with the RFP requirements
4. Information regarding the qualifications of the firm and individuals who will be involved in implementing Transit Scheduling Application.

Bundle 4: Proprietary/Confidential Information Package Requirements

The Proposer is directed to collect and submit any information it deems to be proprietary or confidential in nature in a separate marked and sealed package. If there is no confidential information, then the Proposer should include a statement to that effect. Subject bundle shall be submitted in accordance with the terms and conditions governing the submittal of the Proposer's Proposal to the RFP. Blanket- type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial

information will not ensure confidentiality. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such.

The Proposer is advised that PCMC is public and as such may be subject to certain state and/or local Public Records Act provisions regarding the release of information concerning this RFP. If a request is received by PCMC for the release of Proposer's proprietary/confidential information, then subject request will be referred to the Proposer for review and consideration. If Proposer chooses to declare the information proprietary/confidential and withhold it from release, then it shall defend and hold harmless PCMC from any legal action arising from such a declaration.

IP 7.2. Agency Treatment of Proprietary/Confidential Information

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. Except as otherwise required to be disclosed by applicable law, PCMC will exempt from disclosure proprietary information identified in IP 7.2 - Bundle 4.

Upon a request for records from a third party regarding this Proposal, PCMC will notify the Proposer in writing. The Proposer must respond within five (5) business days with the identification of any and all "proprietary, trade secret, or confidential commercial or financial" information. Failure to respond within the allowed period shall be deemed an approval to release. The Proposer shall indemnify PCMC's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

PCMC shall employ sound business practices no less diligent than those used for PCMC's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and the Contractor pursuant to the Contract that contains confidential commercial or financial information, trade secrets, or proprietary information as defined in or pursuant to the UCA § 63G-2-309, as amended, against disclosure of such information and material to third parties, except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets, or proprietary information with such determinations to be made by PCMC at its sole discretion bears appropriate notices relating to its confidential character.

IP 7.3. Signing of Proposal Forms

Proposals shall include firm name (and, in the event that the Proposer is a joint venture, the names of the individual firms comprising the joint venture); business address; and the name, title, business address, telephone number, facsimile (fax) number and email address of the responsible individual(s) who may be contacted during the Proposal evaluation period for scheduling oral presentations and/or interviews, scheduling site visits, and for receiving notices from PCMC. If the Proposed is a joint venture, the Proposer shall submit with its Proposal a copy of the joint venture agreement.

Proposals shall be signed by those individual(s) authorized to bind the Proposer. The Proposer shall submit and bind the Proposer in all matters relating to the Proposal. In the event that the Proposer is a joint venture or consortium, a representative of each of the members of the joint venture or consortium shall execute the Proposal. Each joint venture or consortium member is jointly and severally liable for the joint venture or consortium.

IP 7.4. Modifications or Withdrawal of Proposals

A modification of a Proposal already received will be accepted by PCMC only if the modification is received prior to the Proposal Due Date, is specifically requested by PCMC, or is made with a requested BAFO. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Proposer may withdraw a Proposal already received prior to the Proposal Due Date by submitting to PCMC, in the same manner as the original Proposal, a written request for withdrawal executed by the Proposer's authorized representative. After the Proposal Due Date, a Proposal may be withdrawn only if PCMC fails to award the Contract within the Proposal validity period prescribed in "IP 7.9 Duration of the Validity of Proposals," or any agreed-upon extension thereof. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal within the time set for receipt of Proposals.

Proposers entitled to receive an addendum distributed to proposers after proposals have been delivered to PCMC may supplement their proposal once in response to that addendum. Proposers also may supplement their proposal in response to a written request by PCMC for supplemental information. PCMC will consider no other proposal supplements unless the Proposer offering the supplement demonstrates by clear and convincing evidence that PCMC, to be equitable, must allow the supplement.

Supplements must be submitted in writing in the same manner as proposals, except that the envelope containing a supplement must prominently bear the word "SUPPLEMENT" in addition to other markings required for proposals. Supplements received by PCMC after the date designated by PCMC for close of negotiations will be treated in the same manner as late proposals.

IP 7.5. Ownership and Cost of Proposal Development

All proposals will become the property of Park City Municipal Corporation.

This RFP does not commit PCMC to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Proposal, nor to procure or contract for the application.

IP 7.6. Proposal Evaluation, Negotiation and Selection

Proposals will be evaluated, negotiated, selected, and any award made in accordance with the criteria and procedures described below. The approach and procedures are those applicable to a competitive negotiated procurement whereby Proposals are evaluated to determine which Proposals are within a Competitive Range. Discussions and negotiations may then be carried out with Proposers within the Competitive Range, after which BAFOs may be requested.

However, PCMC may select a Proposal for award without any discussions or negotiations. PCMC reserves the right to accept or reject proposals submitted and to waive informalities and minor irregularities and to request additional information required to fully evaluate a proposal. Proposals lacking required information will not be considered.

Award will be made to the proposer whose final offer is most advantageous and gives the best value to PCMC. PCMC reserves the right to accept other than the lowest cost proposal, reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of PCMC.

IP 7.7. Confidentiality of Proposals

Proposals will be opened on the first business day following the Proposal Submission deadline at the Park City Public Works building, located at 1053 Iron Horse Drive, Park City, Utah. Proposals will not be publicly opened. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process, except as otherwise required by applicable law. Only the members of the Selection Committee and Evaluation Team and other PCMC officials, employees, and agents having a legitimate interest will be provided access to the Proposals and evaluation results during this period.

Prior to contract award, PCMC will treat as confidential all information contained in proposals, proposal supplements, and communications made in the course of procurement negotiations. The public interest will not suffer as a result of disclosure by PCMC after contract award, so PCMC will treat that information as a matter of public record after contract award, except to the extent it contains trade secrets or is otherwise exempt under Utah or federal law.

To ensure appropriate post-award confidentiality, proposers must clearly identify trade secret information and should specifically cite statutory or regulatory authority for exemption from public disclosure in accordance with GRAMA, pursuant to UCA § 63G-2-309, as amended. PCMC disclaims liability for inadvertent disclosure of trade secrets or other information entitled to confidential treatment if the proposer has failed to identify trade secrets or other sensitive information clearly, or has failed to cite statutory or regulatory authority for keeping such information confidential.

IP 7.8. Evaluation Committee

PCMC will appoint an Evaluation Committee, which will include employees of PCMC, and will be established and convene to evaluate proposals no more than fifteen (15) business days after the Proposal Submission deadline.

The Evaluation Committee will carry out the detailed evaluations, including establishing the Competitive Range, carrying out negotiations, and making a selection and a recommendation of the Proposer, if any, that may be awarded the Contract.

The Evaluation Committee will report its recommendations and findings to the City Council, who will make the final determination for awarding a Contract or for taking an alternative action. PCMC may issue addenda and may receive proposal supplements during the course of negotiations. PCMC may require each proposer remaining within the competitive range at the close of negotiations to submit a final supplement designated the BAFO. The BAFO shall contain all information and documents necessary to state the proposer's entire proposal. The BAFO also shall include the proposer's price proposal. All proposers who submit BAFO's will be evaluated by the committee based upon those BAFO's.

The Evaluation Committee will recommend one (1) Proposal for contract award. Award of contract is subject to approval by the City Council of Park City. If the recommended proposal is not acceptable, PCMC may re-open negotiations and/or cancel the RFP.

IP 7.9. Review of Proposals for Responsiveness and Proposers for Responsibility

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this RFP and if the Proposer is responsible.

A responsive Proposal is one that follows the requirements of this RFP, includes all documentation, is submitted in the format outlined in this RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed nonresponsive.

A responsible Proposer is one that demonstrates the capability to satisfy the commercial and technical requirements set forth in the Solicitation. A Proposer's failure to demonstrate that it is responsible may result in the proposal being rejected.

Any Proposal found to be nonresponsive or Proposer found to be non-responsible will not be considered further for award. Proposals that do not comply with the RFP instructions and requirements or do not include the required information may be rejected as insufficient and may not be further considered. PCMC reserves determination regarding the responsiveness of a Proposal and the responsibility of a Proposer shall be final.

IP 7.10. Proposal Selection Process

The following describes the process by which Proposals will be evaluated and a selection made for a potential award.

IP 7.10.1. Qualification Requirements

The following are the requirements for qualifying responsible Proposers. All of these requirements should be met; therefore, they are not listed in any particular order of importance. Any Proposal that the Evaluation Committee finds does not meet these requirements, and cannot be made to meet these requirements, may be determined by the Evaluation Committee not to be responsible and the Proposal rejected. The requirements are as follows:

1. Sufficient financial strength, resources, and capability to finance the Work to be performed and to Complete the Contract in a satisfactory manner, as measured by the following:
 - 1.1. Proposer's financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant; or a statement from the Proposer regarding how financial information may be reviewed by PCMC.
 - 1.2. Proposer's ability to obtain required insurance with coverage values that meet minimum requirements, evidenced by a letter from an underwriter confirming that the Proposer can be insured for the required amount.
2. Proposer's application features, functionality, ease of use, reporting and integration with other systems; as evidenced by deployments in other transit agencies.
3. Evidence that the human and physical resources are sufficient to perform the Work as specified and to ensure delivery of all components and features of the application within the time specified in the RFP, to include the following:
 - 3.1. Programming, Database Administration, management, and service personnel with requisite disciplines, licenses, skills, experience, and equipment to complete the Work as required, and to satisfy any design, implementation or service problems that may arise during the warranty period.
 - 3.2. A service organization with skills, experience, and equipment sufficient to perform all warranty and any on-site Work, and to provide maintenance and technical support for the life of the application.
4. Evidence that Proposer is qualified in and has an adequate plan for data security, validation, testing and quality assurance.
5. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, and steps Proposer took to resolve any

judgments, liens, or warranty claims. Evidence shall be by client references and information provided in “Form 7.5 Pre-Award Evaluation.”

PCMC shall have the right to conduct a pre-award survey of each proposer and shall make the sole determination as to the adequacy of the Proposer’s qualifications as cited above.

IP 7.10.2. Proposal Evaluation Criteria

PCMC's evaluation committee will employ the following criteria in evaluating proposals. The criteria are presented to allow PCMC to analyze proposals received on an equal basis and to afford all proposers the opportunity to know the basis upon which their proposals will be evaluated. PCMC may revise, by written addenda, the evaluation criteria during the course of negotiations.

The maximum total score possible is 100. All proposals will be ranked by score and final scoring and selection decisions determined by the Evaluation Committee.

1. **Product Design and Performance (0-40 points)** Application features, functionality, architecture, system design, flexibility, reliability, data quality and ease of use. Ease of use includes general user interface, how user is required to interact with interface, ability to intuitively navigate the user interface and modify how it appears to individual users. Flexibility includes degree to which input parameters and reporting can be modified by the user. This Criterion may include items listed in the software functions listed in “TS 3.1 Software Functions.” Test results, and maintenance factors and cost of normal operation and system components proposed may be considered in determining a final value for this factor. Ongoing support and maintenance during the life of the application will also be considered as part of product design and performance. Proposers should submit a completed “Software Functions Form - Form 7.7”, plus any supplemental information showing detailed application functionality.
2. **Proposer’s Experience and Qualifications (0-40 points)**
Proposer’s overall organizational and financial capabilities and key components such as reporting structure, quality control, quality assurance, research and development, innovation, technical, training and support response time, product capabilities, delivery schedule, bonding capability, and financial history. Judgments, liens, warranty claims, and the steps that the manufacturer took to resolve these concerns in assessing the overall reputation of the manufacturer will also be evaluated.
3. **Cost and Value Proposal (0-20 points)**
The evaluation of Cost Proposals will include the complexity in cost model, billing cycle, flexibility in number of users, costs to implement (start-up, initial training, etc.), cost to maintain, annual charges, scope of warranty, support costs, and other recurring costs. Cost Proposals will be scored considering the total value of the application features being proposed and the total cost of implementation and ongoing use.

IP 7.12. Evaluations of Competitive Proposals

IP 7.12.1. Qualification of responsible Proposers.

Proposals will be evaluated upon the basis of initial information submitted in the Proposal, any information submitted upon request by PCMC, information submitted in a BAFO, and information resulting from PCMC

IP 7.12.2. Detailed evaluation of Proposals and determination of Competitive Range.

PCMC's evaluation committee will make an initial evaluation of all proposals. Based upon that initial technical evaluation, the committee will establish a Competitive Range. PCMC will carry out and document its evaluations in accordance with the criteria and procedures documented.

PCMC will make specific note of questions, issues, concerns, and areas requiring clarification by Proposers and to be discussed in any meetings with Proposers that PCMC finds to be within the Competitive Range.

Rankings of the Proposals against the evaluation will then be made for determining which Proposals are within the Competitive Range, or may reasonably be made to be within the Competitive Range. A proposal that initially is within the Competitive Range may be excluded during the course of negotiations. A proposal that initially is outside the Competitive Range may come within the Competitive Range during the course of negotiations.

IP 7.12.3. Discussions with Proposers in the Competitive Range.

The Proposers whose Proposals are found by PCMC to be within the Competitive Range, or that may be reasonably made to be within the Competitive Range, will be notified, and any questions or requests for clarifications provided to them in writing. Each such Proposer may be invited for an interview and discussions with PCMC to discuss answers to written or oral questions, clarifications, and any facet of its Proposal.

PCMC may negotiate with all proposers within the Competitive Range. PCMC may elect to ask for BAFO's from proposers within the Competitive Range, based solely upon the initial proposals. The extent of negotiations will vary with the nature of the procurement and the quality of the proposals. Negotiations may include meetings or telephone conversations between individual proposers and all or part of PCMC's evaluation committee, or written correspondence between PCMC and the proposer. The written correspondence may be in the form of addenda issued by PCMC and responsive supplements submitted by the proposers.

In the event that a Proposal that has been included in the Competitive Range contains conditions, exceptions, reservations, or understandings to any RFP requirements, said conditions, exceptions, reservations, or understandings may be negotiated during these meetings. However, PCMC shall have the right to reject any and all such conditions and exceptions, and instruct the Proposer to amend its Proposal and remove said conditions and exceptions; and any Proposer failing to do so may cause PCMC to find such Proposal to be outside the Competitive Range.

No information, financial or otherwise, will be provided to any Proposer about any of the Proposals from other Proposers, to the extent permitted by applicable law. Proposers will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Proposers will not be told of their rankings among the other Proposers.

IP 7.12.4. Site visits. PCMC reserves the right to conduct visits to the Proposer's facilities and/or the facilities of major sub-suppliers included in the Proposal prior to Contract award or during the course of negotiations.

IP 7.12.5. BAFO's. After all interviews have been completed, the Proposers in the Competitive Range may be afforded the opportunity to amend their Proposals and make their BAFOs. The Request for BAFOs shall include the following:

- 5.1. Notice that discussions and negotiations are concluded.
- 5.2. A complete listing of the conditions, exceptions, reservations, or understandings that have been approved.
- 5.3. A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs.
- 5.4. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs.
- 5.5. Notice to Proposers that do not submit a notice of withdrawal or a BAFO that their immediately previous Proposal will be construed as their BAFO.

Any modification to the initial Proposal made by a Proposer in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by PCMC according to the same requirements and criteria as appropriate adjustments to the initial scores for any sub-criteria and criteria that have been affected by any Proposal modifications made by the BAFOs. These final scores and rankings within each criterion will again be arrayed by PCMC and considered according to the relative degrees of importance of the criteria defined in "IP 7.10 Proposal Selection Process".

PCMC will then choose the Proposal that it finds to be most advantageous to PCMC, based upon the evaluation criteria. The results of the evaluations and the selection of a Proposal for any award will be documented.

PCMC reserves the right to make an award to a Proposer whose Proposal it judges to be most advantageous to PCMC based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFOs.

IP 7.12.6. Notice of Non-Selection. Subsequent to the award, the unsuccessful Proposers will be notified.

IP 7.11. Evaluation Procedures

Proposals will be analyzed for conformance with the instructions and requirements of the RFP. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for the Competitive Range. PCMC reserves the right to request that a Proposer provide any missing information and make corrections.

Proposers are advised that the detailed evaluation forms and procedures will follow the same Proposal format and organization specified in “IP 7 Preparation of Proposals.” Therefore, Proposers should pay close attention to and strictly follow all instructions. Submittal of a Proposal will signify that the Proposer has accepted the whole of the RFP requirements, except such conditions, exceptions, reservations, or understandings explicitly, fully, and separately stated. Any such conditions, exceptions, reservations, or understandings that do not result in the rejection of the Proposal are subject to evaluation under the criteria set forth in “IP 7.10 Proposal Selection Process”.

Evaluations will be made in strict accordance with all the evaluation criteria specified in “IP 7.10 Proposal Selection Process,” above. PCMC will choose the Proposal that it finds to be most advantageous to PCMC, based upon the evaluation criteria.

IP 7.13. Response to Proposals

IP 7.13.1. Single Proposal Response. If only one Proposal is received in response to this RFP and it is found by PCMC to be acceptable, then a price or cost analysis, or both, possibly including an audit, may be performed by or for PCMC. The Proposer has agreed to such analysis by submitting a Proposal in response to this RFP.

IP 7.13.2. Availability of Funds. This procurement is subject to the availability of funding.

IP 7.13.3. PCMC Contract Approval Process. A contract document will be developed following the form of PCMC’s standard contract. Additional or modified terms may be included, subject to approval by the PCMC City Attorney and Project Supervisor. Award of contract is subject to approval by the City Council of Park City. Following internal review by the Evaluation Committee will be presented to the City Council for approval at the first available date following a decision reached by the Evaluation Committee and agreement on contract terms.

IP 7.13.4. PCMC Rights. PCMC reserves the right to cancel the RFP in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of PCMC. PCMC shall have no liability to a proposer or prospective proposer for any costs that

arise prior to the Contractor delivering a performance bond as required by “Special Provisions 2.3 – Performance Guarantee.”

PCMC reserves the right to reject any or all Proposals, to undertake discussions with one or more Proposers, and to accept that Proposal or modified Proposal which, in its judgment, will be most advantageous to PCMC, considering price and other evaluation criteria. PCMC reserves the right to determine any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be nonresponsive. PCMC reserves the right to waive any defects, or minor informalities or irregularities in any Proposal that do not materially affect the Proposal or prejudice other Proposers. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by PCMC.

PCMC may reject any Proposal that it deems unresponsive.

IP 7.13.5. Execution of Contract. PCMC will award a contract through negotiation with the successful Proposer. The contract shall incorporate all provisions of this RFP, and all provisions required in public contracts by local, State, and federal law. **The successful Proposer will be required to execute a contract form similar to the sample contract that is attached to and made a part of this Request for Proposals in “Section 8: Contract: Park City Municipal Corporation Service Provider/Professional Service Agreement - Cyber.”**

The acceptance of a Proposal for award, if made, shall be evidenced in writing by a notice of award of Contract delivered to the Proposer whose Proposal is accepted. Upon notice of award of the Contract to a Proposer, the Proposer shall commence performance under the Contract by furnishing any required bonds, and by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within fifteen (15) calendar days after the date of receipt of the notice of award.

IP 8. Conflicts of Interests

Proposers are prohibited from engaging in any practice that may be considered a conflict of interest.

IP 9. Late Proposals

A proposal is late if PCMC receives it after the deadline stated in this RFP for delivery of proposals. PCMC may, in its sole discretion, reject a late proposal without evaluation. A proposal shall be deemed received by PCMC when it has been physically received by PCMC's Project Supervisor. Delays due to mail handling will not excuse late delivery of a proposal.

SECTION 3: General Conditions for Materials, Intellectual Property and Data

GC 1. Materials and Workmanship

The Contractor shall be responsible for all coding, documentation, materials and workmanship in the development of the application and all accessories used, whether the same are manufactured by the Contractor or purchased from a Supplier. This provision excludes any equipment leased or supplied by PCMC, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during the manufacture or installation of the system.

GC 2. Use of Intellectual Property

Proposer represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in the rendering of the scope of services and the production of the materials produced under this Agreement, and that the user has full legal title or the right to use such materials. Proposer covenants to defend, indemnify, and hold the user harmless of any loss, claim, or liability in any way related to a claim that the user through its authorized use of the priority control system is violating federal, State or local laws, or any contractual provisions relating to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions. Proposer shall bear all costs arising from the use of third party patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the performance of the scope of services and materials produced under this Agreement. In case such materials, equipment, devices, or processes are held to constitute an infringement and their use is enjoined, Proposer, at its expense shall: (a) secure for the user the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the user; (b) modify the materials so that they become non-infringing; or (c) refund the applicable fees paid to the Proposer by the user for such infringing materials, equipment, devices or processes, excepting prior to their enjoined use, or other such reasonable adjustments. These covenants shall survive the termination of this Agreement.

GC 3. Intellectual Property Warranty

PCMC shall advise the Proposer of any impending patent suit related to this RFP against PCMC and provide all information available. The Proposer shall defend any suit or proceeding brought against PCMC based on a claim that any application, or any part thereof, furnished under this RFP constitutes an infringement of any patent, and the Proposer shall pay all damages and costs awarded therein. In case said application, or any part thereof, is in such suit held to constitute infringement and use of said application or parts is enjoined, the Proposer shall, at its own expense and at its option, either procure for PCMC the right to continue using said application or part, or replace same with non-infringing application, or modify it so it becomes non-infringing.

The Proposer's obligations under this section are discharged and PCMC shall hold the Proposer harmless with respect to the application or part if it was specified by PCMC and all requests for substitutes were rejected, and the Proposer advised PCMC under "Section 2: IP 3 Questions, Clarifications and Omissions" of a potential infringement, in which case the Proposer shall be held harmless.

GC 4. Data Rights

GC 4.1. Proprietary Rights/Rights in Data

The term "subject data" used in the clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the proposal. It includes the proprietary rights of the following:

1. Application design and coding.
2. Technical data including manuals or instruction materials, computer, or microprocessor Software
3. Patented materials, equipment, devices, or processes
4. License requirements

PCMC shall protect proprietary information provided by the Proposer to the fullest extent of the law. The Proposer shall grant a non-exclusive license to allow PCMC to utilize such information in order to maintain the system. In the event that the Proposer no longer provides the information, PCMC has the right to reverse engineer patented parts and software.

PCMC reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Proposer, Sub-proposer, or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Proposer agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

GC 4.2. Access to Onboard Operational Data

PCMC grants to the Proposer the right to request to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Proposer, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable the Proposer to perform reliability maintenance analysis, corrective action, and/or other engineering type Work for the system. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Proposer.

SECTION 4: SPECIAL PROVISIONS

SP 1. Configuration and Performance Approval

In order to assess the Contractor's compliance with the Technical Specifications, PCMC and the Contractor shall, at the Pre-Production Meeting, jointly develop a configuration and performance review document for review. This document shall include appropriate performance standards for each test that is being required, and the document shall become part of the official record of the Pre-Production Meeting.

SP 2. Payment

PCMC shall pay and the Contractor shall accept the amounts set forth in the price schedule as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including, but not limited to, all labor, equipment and material required; overhead; expenses; storage and shipping; risks and obligations; taxes (as applicable); fees and profit; and any unforeseen costs.

SP 2.1. Payment Terms

PCMC will make payment in full for the complete system and major spare parts or components, less any retainage withheld per contract, within thirty (30) days after PCMC has accepted each system or component; and after PCMC has received all invoices, bills of sale, certificates of origin and such other documents that may be required or the receipt of appropriate invoices for each major spare parts components or packages. Progress payments will not be considered. The Contractor shall direct invoices to PCMC's Transit Office Manager, P. O. Box 1480, Park City, Utah 84060. Each invoice shall include:

- Contract number
- Description of Service provided and that is being invoiced including change orders
- Per unit (hour, etc.) charge plus line item totals
- Total amount of invoice

Once a Contract has been awarded, a purchase order will be written against the Contract for the products described herein. The purchase order will be used primarily for receiving purposes. The terms and conditions of the Contract shall apply to the above mentioned purchase order.

SP 2.2. Payment of Taxes

Unless otherwise provided in this Contract, the Contractor shall pay all federal, State and local taxes, and duties applicable to and assessable against any Work, goods, services, processes, and operations incidental to or involved in the Contract, including, but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Proposal Due Date. The Contractor will maintain auditable records, subject to PCMC reviews, confirming that tax payments are current at all times.

SP 3. Liquidated Damages for Late Delivery

PCMC may, in its sole discretion, levy Liquidated Damages in the event of delivery and installation of the complete system past the agreed upon delivery schedule. It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to deliver the system within the time specified, except for any excusable delays as provided in “SP 3.1 Excusable Delays/Force Majeure” or any extension thereof, PCMC will be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due to PCMC shall be fixed at One Hundred Dollars (\$100.00) per business day.

The Contractor hereby agrees to pay the aforementioned amounts as fixed, agreed, and liquidated damages, and not by way of penalty, to PCMC and further authorizes PCMC to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the money due the Contractor is insufficient or no money is due the Contractor, then the Contractor shall pay PCMC the difference or the entire amount, whichever may be the case, within thirty (30) days after receipt of a written demand by the Transit Manager.

The payment of aforesaid fixed, agreed, and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special, or consequential losses or damages of any kind whatsoever that may be suffered by PCMC arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

SP 3.1. Excusable Delays/Force Majeure

SP 3.1.1. If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of PCMC or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by PCMC subject to the following cumulative conditions:

- a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood, and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
- b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries will be actually and necessarily delayed;
- c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and

- d. The Contractor makes written request and provides other information to PCMC as described in paragraph “**SP 3.1.4**” below.

A delay in meeting all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

SP 3.1.2 None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to Liquidated Damages for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

SP 3.1.3 PCMC reserves the right to rescind or shorten any extension previously granted, if subsequently PCMC determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, PCMC will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information that, although later found to have been erroneous, was submitted in good faith by the Contractor.

SP 3.1.4 No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with PCMC within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with PCMC within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. PCMC shall make its determination within thirty (30) calendar days after receipt of the application.

SP 3.2. Early Delivery

If, following the execution of the Contract and the establishment of a delivery schedule, Contractor determines that the system may be produced and delivered ahead of the established schedule, PCMC, at its option, may negotiate an accelerated delivery schedule.

SP 4. Service

SP 4.1. Contractor Service and Support

The Proposer shall state its process for providing maintenance and support for the application.

SP 5. Sustainability

PCMC recognizes that being sustainable (environmentally, economically, and socially responsible) involves everyone, both internal and external to PCMC. PCMC encourages Contractors to have their own sustainability policies and programs in place and to provide services in line with the principals established therein. Implementation of sustainable practices may include maximizing the use of environmentally and socially responsible materials and services, utilizing energy efficient and non-polluting vehicles, equipment and processes, and ensuring employee awareness of sustainability initiatives.

SECTION 5. TECHNICAL SPECIFICATIONS

TS 1. Operation Environment

TS 1.1. Description of environment and current services provided

Park City is a rural mountain town situated on the back of the Wasatch mountain range in Northern Utah. Park City began as a silver mining town and has flourished into a world-class destination resort community, attracting visitors for year-round outdoor recreation as well as high-profile events such as the annual Sundance Film Festival, the FIS Freestyle Ski and Snowboarding World Championships, and portions of the 2002 Winter Olympic Games. Accommodating four million visitor nights per year, Park City's visibility on the world stage is comparable to that of much larger municipalities.

Park City Transit (PCT) in collaboration with its regional funding partner, Summit County, has served the residents and visitors of Park City by providing completely fare-free public transit services for over forty years, operating 365 days a year, up to 21 hours a day during peak winter season. There are four major seasonal transit service configurations - winter, spring, summer and fall, and numerous special events with custom transit service for each. PCT publishes anywhere from 6 – 15 service level changes annually. There are 12 fixed routes during winter service with supplemental event routes, raising the total route number to 20.

PCT's fleet is comprised of twenty-nine 35' diesel buses, six 40' electric buses, seven 35' electric buses, one clean diesel trolley, three 24' cutaways, three 29' cutaways, one Sprinter van and two Dodge Caravans used for ADA service. PCT employs anywhere between 50 and 160 drivers with winter peak season being the highest volume of drivers.

As a complete system, PCT provides close to 3 million passenger trips per year and includes electrified buses on selected express and local routes. PCT also operates the Kamas Commuter; ten local bus routes; general public dial-a-ride; and ADA complementary paratransit. PCT's Electric Xpress service has generated the most miles per year per vehicle of any electric transit service in the country. PCT plans to continue to replace diesel buses with battery electric buses until the fleet is 100 percent electric. Optimization of battery electric buses is an important objective for the city.

PCT partners with the Utah Transit Authority (UTA) and Summit County to fund an intercity bus link between Park City and Salt Lake City called the PC-SLC Connect. This is a crucial connection between potential employees and jobs among five counties, three urbanized areas (UZAs), and a large University medical campus that is also the primary employment center for the State. Currently, this is the only transit route that connects rural Summit County to Salt Lake City.

Summary of current transit service:

- 52 Transit Vehicles, including 13 battery-electric buses
- 160 drivers
- 12 routes

TS 1.2. Current run cutting and scheduling process

PCT currently uses manual processes for all route planning, scheduling, run cutting and driver dispatching. There are no connections to time-keeping/payroll systems. Those functions are handled solely in the ADP payroll and time-keeping application. The programming is accomplished using block construction software provided by PC Transit's CAD/AVL provider and spreadsheets. The run construction is performed by the transit planner and then submitted to the scheduling supervisors to construct driver schedules. This system creates the following challenges:

- System is inefficient due to manual nature of work performed in spreadsheets.
- Resource intensive requiring multiple people to manage schedules and communicate with drivers
- Difficult to analyze and optimize routing, interlining, deadheading, and schedule reliability
- Fixed hard copies of schedules and blocks are not easily updated to keep current
- Not possible to run scenarios of different run/block rules to improve efficiencies in resource use and allocation
- No analysis and optimization of vehicle assignments, especially battery-electric buses
- No analysis and optimization of driver shifts
- Driver schedule data is not connected to payroll system, requiring a lot of redundant work and audit work to ensure the payroll system entries match what a driver actually worked.

TS 2.0. Project Scope

PCT seeks a route planning, blocking, run cutting and driver scheduling application, to provide automation and improved efficiencies through service optimization tools. The main functionality PC Transit desires is optimization of resources via the ability to run multiple iterations of Blocking, Run Cutting and Rostering per user input and editable parameters. An additional

desire is a connection/integration to the ADP payroll system, The following **general** features are desired: (more detailed list of requirements in Software Functions section and Table X):

- Route construction for route paths, stops, trips, relief points, etc.
- Optimization of block, trips and runs
- Blocking with customizable parameters for desired optimization for cost, or resources (vehicles/drivers), etc.
- Run Cutting with customizable parameters for PCT Driver Rules and state requirements
- Ability to quickly run numerous scenarios by altering parameters and save results for comparisons and reporting/viewing.
- Construct work assignments via rostering process with customizable parameters for days off, driver rules and costing considerations
- Integration with payroll system
- Integration with fleet management system
- Integration with CAD/AVL systems
- Report generation to include (in no particular order):
 - Driver Paddle Sheets
 - Run Guides
 - Block sheets/summaries
 - Run analysis (resources needed, hours, dollars, etc.)
 - Pull in/Pull out sheets
 - Roster reports
 - Deadhead miles and hours.
 - Layover time.
 - Efficiency analyses, including platform to total pay time, non-driving paid time, average speed, overtime, etc.
- Web Client desired via Cloud computing system with ability to use Single-Sign-On (SSO) with Active Directory
- Staff/work force schedules that pull from roster results
- Mobile app for work force use to assist with viewing schedule, swapping shifts, etc.

TS 3.0. General IT requirements for application and system

The following list gives general requirements for operating software within the PCMC IT infrastructure. Some items may not be applicable depending on type of application and delivery platform. There are additional Cyber Security requirements in the Cyber Security agreement in Section 8. The list is not exhaustive and is in no particular order:

- Windows environment with a virtualized platform
- Single-sign-on (SSO) with Active Directory (AD)
- SQL (high availability)
- Web clients are preferred, Java-based applications are **not supported**
- Cloud/Co-hosted services (vetted to meet Cyber Agreement/function as per Section 8)

- Demonstrate operational continuity, e.g., backup, disaster recovery (geo-diversity), data retention, data reporting, and data ownership
- Documented protocols and ports, inbound and outbound
- Identify security controls, including vulnerability management, scans, and mitigation of OS and applications.
- Remote support requires accepting PCMC's VPN agreement and using multi-factor authentication
- Same-day vendor support or better
- Product training to be made available electronically or upon request
- Provide service and equipment warranty/guarantees

TS 3.1. Software Functions

List of Desired Functionalities. A version of this list indicating whether a function is available and any comments should be included in the proposal package using Form 7.7 – Software Functions.

1.0 Major Desired functionalities

- 1.1 Run Cutting and Block construction for a scalable number of routes
- 1.2 Run Cutting and Block construction for a scalable number of vehicles and types
- 1.3 Run Cutting and Rostering for a scalable number of drivers/shifts
- 1.4 Ability to include cost metrics
- 1.5 Ability to consider charge time for electric buses
- 1.6 Ability to optimize sub-fleets and individual buses based on block miles, terrain, number of stops, average speed, etc.
- 1.7 Ability to customize Driver Rules
- 1.8 Ability to rapidly perform and compare numerous run cuts to test results of changing parameters of service delivery
- 1.9 Ability to change input parameters to change prioritization of optimization (EX: route efficiency with cost not as important and vice versa)
- 1.10 Ability to ingest current service level/route information such as GTFS
- 1.11 Ability to build multiple schedules/roster for comparison
- 1.12 Ability to export Roster Sheets
- 1.13 Ability to integrate with other CAD and/or Payroll systems
- 1.14 Ability to easily copy and archive entire service level, or pieces of (blocks, trips, patterns, etc.)
- 1.15 Ability to create routes which would include Blocks, patterns etc. using map tools and drag and drop

2.0 Specific Routing Functions Desired

- 2.1 Ability to report on hours, miles of service including dead head hours and miles, platform time by route and service level.

- 2.2 Allow edits to most if not all data fields and parameters
- 2.3 Allow duplication of schedules and renaming
- 2.4 Ability to specify type of vehicle used on a trip, block, or route
- 2.5 Flag invalid trip information but allow for manual overrides
- 2.6 Ability to define a trip/block as fixed and not include in optimization but include in total resources needed
- 2.7 Ability to flag seasonal routes/trips
- 2.8 Ability to allow interlining
- 2.9 Ability to allow Loops
- 2.10 Ability to modify time points and have software automatically update
- 2.11 Alert user of missing route or trips
- 2.12 Ability to define direction of travel at time points
- 2.13 Ability to program different run times by DOW, DOY, TOD
- 2.14 Ability to show distance, time and avg. speed between time points
- 2.15 Ability to show dead head details: distance, time, avg speed

3.0 Headway and Blocking Functionalities desired

- 3.1 Ability to sequence trips for easy readability on screen and in reports
- 3.2 Ability to set Block parameters such as max miles and run times, opportunity and depot charging
- 3.3 Ability to connect trips manually or automatically
- 3.4 Ability to connect trips based on recovery time
- 3.5 Ability to allow user to override routing and run times to manually build trips
- 3.6 Ability to highlight or report on overrides
- 3.7 Ability to lock final versions of accepted schedules
- 3.8 Ability to add notes for driver paddles
- 3.9 Ability to print trip information per user selection
- 3.10 Ability to manually edit driver paddle sheets once created
- 3.11 Ability to optimize electric bus charging based on utility rates and demand charges.

4.0 Specific Trip Connection Functionalities desired

- 4.1 Ability to connect trips by single or multiple routes
- 4.2 Ability to connect trips of specific routes
- 4.3 Ability to build trip and route schedules
- 4.4 Ability to connect trips that are part of interlines
- 4.5 Ability to connect trips of specific run times
- 4.6 Ability to connect a trip not connected to another route
- 4.7 Ability to allow user to hook or unhook trips via multiple methods (all connected, per block, user selected, etc.)

5.0 Specific Run Cutting Functionalities desired

- 5.1 Auto optimization of run cut

- 5.2 Ability to build and retain multiple iterations of run cuts
- 5.3 Ability for user to select which schedule to run cut (EX: from saved/prior versions)
- 5.4 Ability to add new work to saved run cut and select whether new work changes entire run cut or selected portions
- 5.5 Ability to run cut based on editable driver rules or other selectable criteria
- 5.6 Ability to run cut with or without interlining
- 5.7 Ability to create and optimize driver meal breaks
- 5.8 Ability to include relief time and travel time between relief points
- 5.9 Ability to show financial information about run cut at various stages of process
- 5.10 Ability to run cut for special events in isolation or as additions to current schedule
- 5.11 Ability to flag/notify user of rule violations and have option to override
- 5.12 Ability to allow for various driver report times and locations
- 5.13 Ability to handle split shifts
- 5.14 Ability to show cost differences between using OT vs more staff
- 5.15 Ability to show cost differences between dead heading and relief using travel time
- 5.16 Provide detailed reporting for any run cut, saved or in process
- 5.17 Ability to incorporate hours-of-service rules

6.0 Specific User Management Functionalities desired

- 6.1 Ability to specify role and scope of use via user profiles and groups
- 6.2 Ability to allow simultaneous use by multiple users and version controls
- 6.3 Ability to have multiple administrator level users
- 6.4 Ability to customize user profiles and access controls
- 6.5 Ability to use SSO with Active Directory

7.0 Specific Rostering Functionalities desired

- 7.1 Ability to create driver schedules based on a selected run cut
- 7.2 Ability to export roster results for import into other applications or save as PDF's
- 7.3 Ability to build an easy to view grid style roster schedule showing driver by row and assignments by day, week, month, year
- 7.4 Ability to customize driver types and skills
- 7.5 Ability to filter roster to show various combinations of driver type, routes, hours, missing shifts, etc.
- 7.6 Ability to build roster on any combination of customizable metrics including start time, end time, work type, work hours, OT, number of days worked, FT, PT, etc.
- 7.7 Ability to manually or auto choose days off patterns
- 7.8 Ability to manually adjust roster and record/report on adjustments
- 7.9 Ability to calculate and show weekly pay for any stage of rostered work
- 7.10 Ability to archive prior period route, schedule, block, run, schedule information.

TS 4. Legal Requirements

The Proposer shall comply with all applicable federal, State, and local regulations. These shall include, but not be limited to, ADA as well as State and local accessibility, safety, and security requirements.

In the event of any conflict between the requirements of these specifications and any applicable legal requirement, the legal requirement shall prevail. Technical requirements that exceed the legal requirements are not considered to conflict.

TS 5. Proposal Deviations

All requests for submitted deviations to the requirements of the RFP shall be fully supported with technical data, test results, transit revenue experience, or other pertinent information which confirms that the item and/or system being offered meets PCMC's minimum requirements. PCMC will, as time and circumstance permit, review such requests and announce its determination to all known interested parties. In no case shall PCMC delay the bid process to conduct these considerations. Areas of these specifications left silent must conform to the most current federal, State, and local regulations for the system being proposed. The nature and extent of submitted proposal deviations, or requested changes to PCMC's standard contract, may negatively impact the favorability of a proposal.

ANY INQUIRIES RELATED TO INDEMINIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK CITY'S STANDARD INSURANCE AND INDEMINIFICATION PROVISIONS SHALL BE APPROVED AT PARK CITY'S SOLE DISCRETION.

All responses to Request for Proposal Deviation shall be provided to all Proposers. Any response that is not confirmed by a written addendum shall not be official or binding on PCMC.

TS 6. Overall Requirements

The Proposer shall ensure that the application and installation of major subcomponents and systems are of heavy-duty design due to the prevailing extreme operating conditions.

TS 7. Maintenance and Support

Proposers shall include within submitted proposals a service and support plan to perform routine maintenance, inspection, troubleshooting, and repairs for a period of three (3) years from the date of contract award, with the option to renew or extend the service agreement upon expiration for an additional three (3) years. Any proposed ongoing licensing and maintenance fees must include a commitment to maintaining a minimum level reliability or uptime. A fully-functioning Transit Scheduling Application is essential to maintaining transit operations. PCT expects that the selected Proposer will provide an application that is always functioning and available.

TS 8. Training

Contractor shall provide basic system training at PCMC's property. This training is to be conducted with PCMC's planning, supervisory, Information Technology, and training staff to cover the operation of the entire system, including all features and functions, proper inspection, and general operation procedures.

The Contractor shall have at least one qualified instructor who shall be available for training at PCMC's property between the hours of 7:00 a.m. and 5:00 p.m. Instructor(s) shall conduct training and advise the personnel of PCMC on the proper operation of the equipment. The Contractor also shall provide visual and other teaching aids (such as manuals, slide presentations, checklists) which will become the property of PCMC.

This training is required for the initial order of the system and must be included in the base system cost. Subsequent training sessions for following orders may be necessary, as determined by PCMC, and the cost and schedule for training shall be negotiated in accordance with the schedule outlined above.

TS 8.1. Training Materials / Deliverables

The contractor shall deliver two (2) complete sets of training materials in printed, hard copy format plus a copy in digital format stored on a USB drive.

TS 8.2. Technical/Service Representatives

The Contractor shall, at its own expense, have one or more competent technical service representatives available on request to assist PCMC in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period.

SECTION 6: QUALITY ASSURANCE

QA 1. Software Verification/Validation Performance Test Plan

Successful Proposer will develop, document, and implement a Software Verification/Validation Performance Test Plan. The Verification portion of the plan will demonstrate system performance and insure that the application is installed and completed. The Validation portion of the plan will demonstrate that the system meets user expectations as defined in the RFP and insure that any/all performance issues have been addressed.

Successful Proposer will work with the user, stakeholders, and installers to finalize, coordinate, and implement the Software Verification/Validation Performance Test Plan. Successful Bidder will, furthermore, document and distribute Verification/Validation Performance Test Plan results in a predetermined and agreed to format.

The Software Verification/Validation Performance Test will be completed no later than sixty (60) days after award of contract.

QA 2. User Support Services

The Successful Proposer will offer support services and programs to assist the Implementation including:

1. Access to Administrative tools and support services
2. User training program with materials available via digital format or web access

SECTION 7: Forms

Form 7.1. Checklist

Bundle 1: Technical Proposal

- Letter of Transmittal
- Technical Proposal
- Acknowledgement of Addenda
- References and non-priced information (if provided by Proposer)
- Production schedule and other Contract commitments for the duration of this Contract.
- Management Plan
- Complete Warranty information
- User List “Form 7.2”
- Description of training program
- Quality Assurance Program

Bundle 2: Price Proposal

- Proposal Form “Form 7.3”
- Pricing Schedule “Form 7.4”

Bundle 3: Qualifications Package

- Pre-Award Evaluation Data Form “Form 7.5”
- A copy of the three (3) most recent audited financial statements or a statement from the Proposer regarding how financial information may be reviewed by PCMC
- Letter for insurance
- Letter for performance bond (if applicable)
- Form for Proposal Deviation “Form 7.6”

Bundle 4: Proprietary/Confidential Information

- Proprietary/Confidential Information
There may be items in the first three bundles that are included in bundle 4 because they are proprietary/confidential information. When this occurs, the Proposer must note that fact in Bundles 1 through 3.

Form 7.3 Proposal Form

Proposer shall complete the following form and include in the Price Proposal Bundle

PROPOSAL

By execution below by a duly authorized representative(s) of the Proposer, the Proposer hereby offers to furnish equipment and services as specified in its Proposal submitted to Park City Municipal Corporation in response to Request for Proposal – Procurement of Transit Run Cutting and Scheduling Application.

Proposer:

Street Address:

City, State, ZIP:

Name and title of Authorized Signer(s):

Name and title of Authorized Signer(s):

Phone:

Authorized Signature

Date

Authorized Signature

Date

Form 7.4 Pricing Schedule

NOTE: Proposers should modify table as needed to fit schedule requirements

Item	Description	Model	Quantity	Unit Price	Total Cost
Hardware					
				Section Total	
Software					
				Section Total	
Training					
				Section Total	
Support Services					
				Section Total	
				Total System Cost	

Form 7.5 Pre-Award Evaluation

This form is to be completed and included in the Qualifications Package. Attach additional pages if required.

Park City Municipal Corporation: RFP – Procurement of Transit Run Cutting and Scheduling Application

1. Name of Firm:
2. Address:
3. Individual Partnership Corporation Joint Venture
4. Date Organized:
5. State in which incorporated:
6. Names of Officers or partners
 - a.
 - b.
 - c.
 - d.
 - e.
7. How long has your firm been in business under its present name?
8. Attach as SCHEDULE ONE (1), a list of similar current contracts that demonstrate your available capacity, including the quantity and type of system, name of contracting party, percentage of completed, and expected completion date.
9. Attach as SCHEDULE TWO (2), a list of at least three (3) similar contracts that demonstrates your technical proficiency, each with the name of the contracting party and the number and the type of systems completed within the last three (3) years.
10. **Have you been terminated or defaulted, in the past five (5) years, on any Contract you were awarded?** YES NO
If yes, then attach as SCHEDULE THREE (3) the full particulars regarding each occurrence.
11. Attach as SCHEDULE FOUR (4) Proposer's last three (3) financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant; or a statement from the Proposer regarding how financial information may be reviewed by the Agency (This may require execution of an acceptable non-disclosure agreement between the Agency and the Proposer.)
12. Attach as SCHEDULE FIVE a list of all principal Subcontractors and the percentage and character of Work (Contract amount) that each will perform on this Contract.
13. If the Contractor or Subcontractor is a joint venture, submit PRE-AWARD EVALUATION DATA forms for each member of the joint venture.

The above information is confidential and will not be divulged to any unauthorized personnel.

The undersigned certifies to the accuracy of all information:

Name and Title:

Company:

Authorized signature:

Date:

Form 7.6 Proposal Deviation (if applicable)

This form shall be completed for **EACH** condition, exception, reservation, or understanding (i.e., Deviation) in the Proposal according to IP 5. “Conditions, Exceptions, Reservations or Understandings.” One copy without any price/cost information is to be placed in the Technical Proposal as specified in “Technical Proposal Requirements”, and a separate copy with any price/cost information placed in the Price Proposal as specified in “Price Proposal Requirements.”

Deviation No.:	Contractor	RFP Section:	Page:
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Complete description of Deviation:

Form 7.7 Software Functions Table

Note: Proposer's should fill out this form indicating with a 'Y' or 'N' whether a function currently exists in the application. Use the empty row beneath each function to provide comments where needed. Proposers may add additional pages of comments to this table.

1.0	Major Desired functionalities	Y/N
1.1	Run Cutting and Block construction for a scalable number of routes	
1.2	Run Cutting and Block construction for a scalable number of vehicles and types	
1.3	Run Cutting and Rostering for a scalable number of drivers/shifts	
1.4	Ability to include cost metrics	
1.5	Ability to consider charge time and performance for electric buses	
1.6	Ability to optimize sub-fleets and individual buses based on block miles, terrain, number of stops, average speed, etc.	
1.7	Ability to customize Driver Rules	
1.8	Ability to rapidly perform and compare numerous run cuts to test results of changing parameters of service delivery	
1.9	Ability to change input parameters to change prioritization of optimization (EX: route efficiency with cost not as important and vice versa)	
1.10	Ability to ingest current service level/route information such as GTFS	

1.11	Ability to build multiple schedules/rosters for comparison	
1.12	Ability to export Roster Sheets	
1.13	Ability to integrate with other CAD and/or Payroll systems	
1.14	Ability to easily copy entire service level, or pieces of (blocks, trips, patterns, etc.)	
1.15	Ability to create routes which would include Blocks, patterns etc. using map tools and drag and drop	
2.0	Specific Routing Functions Desired	
2.1	Ability to report on hours, miles of service including dead head hours and miles, platform time by route and service level.	
2.2	Allow edits to most if not all data fields and parameters	
2.3	Allow duplication of schedules and renaming	
2.4	Ability to specify type of vehicle used on a trip, block, or route	
2.5	Flag invalid trip information but allow for manual overrides	
2.6	Ability to define a trip/block as fixed and not include in optimization but include in total resources needed	
2.7	Ability to flag seasonal routes/trips	
2.8	Ability to allow interlining	
2.9	Ability to allow Loops	

2.10	Ability to modify time points and have software automatically update	
2.11	Alert user of missing route or trips	
2.12	Ability to define direction of travel at time points	
2.13	Ability to program different run times by DOW, DOY, TOD	
2.14	Ability to show distance, time and avg. speed between time points	
2.15	Ability to show dead head details: distance, time, avg. speed	
3.0	Headway and Blocking Functionalities desired	
3.1	Ability to sequence trips for easy readability on screen and in reports	
3.2	Ability to set Block parameters such as max miles and run times, opportunity and depot charging	
3.3	Ability to connect trips manually or automatically	
3.4	Ability to connect trips based on recovery time	
3.5	Ability to allow user to override routing and run times to manually build trips	
3.6	Ability to highlight or report on overrides	
3.7	Ability to lock final versions of accepted schedules	
3.8	Ability to add notes for driver paddles	
3.9	Ability to print trip information per user selection	
3.10	Ability to manually edit driver paddle sheets once created	

3.11	Ability to optimize electric bus charging based on utility rates and demand charges	
4.0	Specific Trip Connection Functionalities desired	
4.1	Ability to connect trips by single or multiple routes	
4.2	Ability to connect trips of specific routes	
4.3	Ability to build trip and route schedules	
4.4	Ability to connect trips that are part of interlines	
4.5	Ability to connect trips of specific run times	
4.6	Ability to connect a trip not connected to another route	
4.7	Ability to allow user to hook or unhook trips via multiple methods (all connected, per block, user selected, etc.)	
5.0	Specific Run Cutting Functionalities desired	
5.1	Auto optimization of run cut	
5.2	Ability to build and retain multiple iterations of run cuts	
5.3	Ability for user to select which schedule to run cut (EX: from saved/prior versions)	
5.4	Ability to add new work to saved run cut and select whether new work changes entire run cut or selected portions	
5.5	Ability to run cut based on editable driver rules or other selectable criteria	
5.6	Ability to run cut with or without interlining	

5.7	Ability to create and optimize driver meal breaks	
5.8	Ability to include relief time and travel time between relief points	
5.9	Ability to show financial information about run cut at various stages of process	
5.10	Ability to run cut for special events in isolation or as additions to current schedule	
5.11	Ability to flag/notify user of rule violations and have option to override	
5.12	Ability to allow for various driver report times and locations	
5.13	Ability to handle split shifts	
5.14	Ability to show cost differences between using OT vs more staff	
5.15	Ability to show cost differences between dead heading and relief using travel time	
5.16	Provide detailed reporting for any run cut, saved or in process	
5.17	Ability to incorporate hours-of-service rules	
6.0	Specific User Management Functionalities desired	
6.1	Ability to specify role and scope of use via user profiles and groups	
6.2	Ability to allow simultaneous use by multiple users and have version controls	
6.3	Ability to have multiple administrator level users	
6.4	Ability to customize user profiles and access	

	controls	
6.5	Ability to use SSO with Active Directory	
7.0	Specific Rostering Functionalities desired	
7.1	Ability to create driver schedules based on a selected run cut	
7.2	Ability to export roster results for import into other applications (CAD, Scheduling, etc.) or save as .PDF's	
7.3	Ability to build a easy to view grid style roster schedule showing driver by row and assignments by day, week, month, year	
7.4	Ability to customize driver types and skills	
7.5	Ability to filter roster to show various combinations of driver type, routes, hours, missing shifts, etc.	
7.6	Ability to build roster on any combination of customizable metrics including start time, end time, work type, work hours, OT, # days worked, FT, PT, etc.	
7.7	Ability to manually or auto choose days off patterns	
7.8	Ability to manually adjust roster and record/report on adjustments	
7.9	Ability to calculate and show weekly pay for any stage of rostered work	
7.10	Ability to archive prior period route, schedule, block, run, schedule information	

SECTION 8: CONTRACT

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT - CYBER

This Service Provider/Professional Services Agreement - Cyber (the "Agreement") is made and entered into as of this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a

Utah municipal corporation, ("City"), and _____, a _____, ("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 (\$_____).

Service Provider shall abide by the requirements in Exhibit "B "Technology Support, Infrastructure & Security" which is attached hereto and incorporated herein.

The City has designated _____, or his/her designee as City's Representative, who shall have authority to act on 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, 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 an 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 negligent 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) 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 a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain

professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

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 endorsement (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 and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

- 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 no less than 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. It is acceptable that the Data Breach and Privacy / Cyber Liability

Insurance and Technology Errors and Omissions insurance be provided on the same policy. All policies must include a waiver of subrogation in favor of the City.

G. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed 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.

- I. For any claims related to this Service Provider/Professional Services Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

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 an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 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 written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper 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 an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 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 below. 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 the 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.

22. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

23. ELECTRONIC SIGNATURES.

Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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

PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation

445 Marsac Avenue

Post Office Box 1480

Park City, UT 84060-1480

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

THE CITY REQUIRES THE SERVICE PROVIDER TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

STATE OF UTAH)

) ss.

COUNTY OF SUMMIT)

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 (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

 Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2020, at _____ (insert State and County here).

Printed name _____

Signature: _____

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 Park City Municipal Corporation 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