



NOTICE
REQUEST FOR PROPOSALS
Budget Software and Support

PROPOSALS DUE: Monday, April 16, 2012 at 4:00 PM MST. Proposals should be submitted in PDF format to jennifer.danowski@parkcity.org and one hard copy must be delivered to the below address:

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

PROJECT NAME: Budget Software and Support

RFP AVAILABLE: April 3, 2012

PROPOSALS DUE: April 16, 2012 at 4:00 PM MST

SERVICE LOCATION: 445 Marsac Ave, Park City, UT

PRODUCT DESCRIPTION: This project contains two major components which must be addressed by RFP respondents. Respondents must include both aspects in their proposal: 1) Provide intuitive, easy-to-use budget software. This software must be based on a "Budgeting for Outcomes" program. 2) Provide service in the form of training, maintenance, and technical support for Park City Employees using the software.

PROJECT DEADLINE: Negotiable

OWNER: Park City Municipal Corporation

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

Eden Contract No. _____

Project: _____

All questions must be submitted via email no later than
April 9, 2012

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

Eden Contract No. _____

Project: _____

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



Budget Software and Support

Proposals due by Monday, April 16, 2012 at 4 PM MST

I. Background

PCMC requests proposals from qualified firms for software to be used as part of the budget process. PCMC has recently converted to a “Budgeting for Outcomes” budget process. This type of Budget process is program-based, and as such, requires software that is also program-based. The software should include an easy-to use and aesthetically pleasing interface (dashboard), budget monitoring and reporting, forecasting, adhoc analysis, real-time updates, and a performance measurement component.

II. Scope of Project

This project includes the design and installation of software that will facilitate our budget process. Maintenance, training, and technical support will also be expected as part of this project.

III. Scope of Services Required:

1. Software Development and Integration

Firms will be required to provide software to facilitate the Budgeting for Outcomes process for PCMC. Software should integrate into our current system (Tyler Technologies Eden system).

2. Training

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

3. Design Criteria and Minimum Requirements

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

a. General Requirements:

Eden Contract No. _____

Project: _____

- i. Software should be adaptable to meet the needs of PCMC in a Microsoft and SQL environment..
 - ii. Software licensing should be scalable and initially support 20-25 concurrent users.
 - iii. User security should utilize Active Directory services.
 - iv. Client software should be compatible With Windows7 and not require administrative rights beyond installation.
 - v. Web components should utilize HTML 5 and/or support most common browser types.
 - vi. Java based functions should not be used on the client computer.
 - vii. Client software should be Terminal Server/Citrix compatible.
 - viii. Software should integrate data retention with forecast modules.
 - ix. The system must incorporate a contract to continue services for a minimum of 60 months.
 - x. Software updates and upgrades should be provided at regular intervals and within months of major Microsoft software releases.
 - xi. Technical support should generally be accessible within two hours of requests and be capable to resolve most issues within a three hours.
 - xii. Vendor to provide immediate response to issues and training questions for 90-days from Acceptance date. Software should allow for the collection and storage of audit trails.
 - xiii. The software solution should operate in a virtualized environment.
 - xiv. Software maintenance should not exceed 18% of annualized purchase price including additional options.
 - xv. Reporting/Output data should be in a format
- b. Design Documents Requested in RFP Response:
- i. Design Calculations
 - ii. Installation, Start-up, Acceptance (Commissioning), and Monitoring Plans
 - iii. Quality Assurance Plans
 - iv. Plans for securing data in the system.
 - v. Description of available methods for data storage
- c. Design Calculations
- i. Design should incorporate the use of virtualized environment or rack mounted equipment.
 - ii. Users should have the ability to:
- d. Installation
- i. Submitter shall supply all equipment, materials, and labor necessary to install all the software, server and database components.
- e. Start-up and Acceptance Test

Eden Contract No. _____

Project: _____

- i. Install the software, server, and database systems and provide adjustments and updates to achieve expected performance.
- ii. Verify the importing and exporting of data into the new and existing SQL database.
- iii. Demonstrate timely response of client-server components to ensure a responsive user experience within the local network.
- iv. Testing to verify that the performance of the system and its components meet design parameters.
 - v. Coordinate the proper backup and recovery procedures with PCMC IT staff.
 - vi.
 - vii. Gather
- f. City staff member(s) shall be involved in implementation and testing to validate system performance.
- g. Operation and Maintenance (O&M) Manual
 - i. Provide 2 sets of operation, maintenance, and technical manuals for the software system.
 - ii. Provide training video, or allow the recording of training session for ongoing use by PCMC.
 - iii. Include trouble-shooting and safety precautions specific to the software.
- h. On-Site Training
 - i. Within 10 days of the start-up and acceptance test, provide a minimum of two hours of training to City personnel on all aspects of routine operation, maintenance, monitoring, and safety of the software.
- i. System Warranty
 - i. 4-year complete system warranty
 - o Warrants the complete installed and operational system including all equipment, labor, and materials for a period of 4 years from final start-up and acceptance test
- j. Maintenance During System Warranty
 - i. During the 4-year complete system warranty, Submitter shall provide all necessary maintenance as frequent as necessary including routine monitoring, maintenance, and replacements.

4. Schedule for Project Implementation and Completion

The selected submitter will be expected to complete design, installation, system start-up, and training for the software within 10 days of the notice to proceed. The notice to proceed will be issued after the RFP selection process and contract award by PCMC City Council. The timeline for project completion is negotiable. A tentative timeline for the project (all dates are

Eden Contract No. _____

Project: _____

for 2012) is listed below. Park City Municipal Corporation reserves the right to change any dates or deadlines:

- | | |
|-----------------------------|--|
| 1. Monday, April 9, 2012 | Questions on RFP Must be Submitted by this Date |
| 2. Monday, April 16, 2012 | RFP Response Deadline |
| 3. Monday, April 23, 2012 | RFP Selection Committee Announces Decision; Price Negotiations Begin with Highest Ranked Submitter |
| 4. Thursday, April 26, 2012 | City Council Awards Contract |
| 5. Monday, April 30, 2012 | Notice to Proceed Provided |
| 6. Negotiable | Software Installed by this Date |

5. Opportunities for Collaboration and Marketing

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

V. Proposal Requirements:

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

1. Cover Page:
 - a. Name, address, email, and website (if available) of the company
2. Narrative of the Firm's Qualifications and Relevant Experience:
 - a. Experience of overall firm and key personnel
 - b. Licensing information
 - c. Recent work history for similar projects. Specifically, those which required software tailored to a Budgeting for Outcomes process
 - d. Contact information for at least three clients listed in the work history
 - e. A description of any arbitration and/or litigation in which your company, or any subcontractor, is currently engaged or which was resolved within the five years preceding the date on which you submit your proposal.
 - f. A statement of whether your company, or any of your proposed sub-contractors, ever filed for reorganization or bankruptcy. If so, please provide dates and resolution.
3. Produce and Service Proposal:
 - a. Identify proposed system including detailed information from the submitter on all system components System component details must, at a minimum, be provided for the following items:
 - i. Software
 - ii. Training

Eden Contract No. _____

Project: _____

- iii. Maintenance
 - iv. Technical Support
 - b. Provide performance data and warranty information on system components
4. A summary of intentions to work collaboratively with PCMC to create software.
 5. A summary of intentions to use PCMC for branding or marketing opportunities
 6. Project Work Schedule:
 - a. Include statement saying that firm will be able to meet the Schedule for Project Implementation and Completion requirements.
 7. A statement indicating that the firm will provide the required bonding and insurance. The chosen firm will be expected to provide the City with a Performance Bond and Labor and Materials Bond for 100% of the total contract amount. A Certificate of Insurance must be provided as well. General Liability coverage shall be a minimum of \$500,000 with PCMC listed as an additional insured. Workers' Compensation Insurance is also required per statutory requirements. See the Service Provider Agreement, included as Attachment A, for all relevant insurance requirements.
 8. Cost Proposal
 - a. Cost proposal shall include all costs incurred by the submitter during the bonding, design, installation, start-up, and warranty periods.
 - b. Cost proposal must be itemized and include, at a minimum, the above mentioned categories in addition to detailed costs for materials involved.
 - c. Cost proposal should include any discount that would be given for collaborative work or marketing/branding opportunities.
 - d. If there is a conflict between the written and numerical cost amounts, the written amount shall supersede.

VI. Evaluation Criteria and Selection Process:

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

Project: _____

1. Experience with creating Budgeting for Outcomes Software determined by narrative of firm's qualifications, experience of key personnel, and recent work history. Respondents should highlight work history which included creating personalized, integrated budget software for local governments.
2. Ability to be responsive and available to City staff, including working with the Budget Department to ensure a final project that will facilitate the objectives of PCMC.
3. Consistent with City policy, subject to federal, state and local procurement laws, PCMC will make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers
4. Thoroughness and quality of firm's overall RFP response
5. Cost

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

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

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, attachments, exhibits, and other documentation produced by the offeror that are submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated ("GRAMA"). All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended. **Any material considered by the offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied.** The City cannot guarantee that any information will be held confidential. Under Section 63-2-304 of GRAMA, if the offeror makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the offeror of such determination. The offeror is entitled under GRAMA to appeal an adverse determination. **The City is not obligated to notify the**

Eden Contract No. _____

Project: _____

offeror of a request, and will not consider a claim of confidentiality, unless the offeror's claim of confidentiality is made in a timely basis and in accordance with the GRAMA.

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

Eden Contract No. _____

Project: _____

VI. Deadline, and Questions:

Firms interested in responding to the RFP must email Jennifer Danowski, Budget Analyst, notifying her of intent to respond by 4 PM MST on April 9, 2012.

The deadline for the receipt of proposal submittals is April 16, 2012 at 4 PM MST. Proposals are to be submitted to the below address with the company name clear marked. Interested firms shall provide one hard copy of their primary proposal *and* an electronic PDF version of their primary proposal to:

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

All questions must be emailed in written form to jennifer.danowski@parkcity.org by 4 PM MST on April 9, 2012. All answers to submitted questions will be shared with all potential RFP responders. **If Jennifer Danowski did not email you this complete RFP directly, please reach out to her via email on or before April 9, 2012 so she can add you to a contact list for questions and potential RFP updates.**

Eden Contract No. _____

Project: _____

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

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

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

Eden Contract No. _____

Project: _____

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

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 “Addendum B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination

Eden Contract No. _____

Project: _____

of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at

Eden Contract No. _____

Project: _____

its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. INSURANCE.

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

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

Eden Contract No. _____

Project: _____

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

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

9. TREATMENT OF ASSETS.

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

Eden Contract No. _____

Project: _____

10. COMPLIANCE WITH LAWS.

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

11. NONDISCRIMINATION.

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

Eden Contract No. _____

Project: _____

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

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

12. ASSIGNMENTS/SUBCONTRACTING.

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

13. CHANGES.

Eden Contract No. _____

Project: _____

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. MAINTENANCE AND INSPECTION OF RECORDS.

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

Eden Contract No. _____

Project: _____

- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

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

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party

Eden Contract No. _____

Project: _____

may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. JURISDICTION AND VENUE.

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

22. SEVERABILITY.

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

23. ENTIRE AGREEMENT.

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

Eden Contract No. _____

Project: _____

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

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue

Post Office Box 1480
Park City, UT 84060-1480

Thomas B. Bakaly, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

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

PARK CITY MUNICIPAL CORPORATION

Thomas B. Bakaly, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

CONTRACTOR

Address
Address
Address

Signator, Title

Utah Contract License No.

BL-_____
Park City Business License No.

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2012, personally appeared before me (signator), whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he/she is the (title or office) of (Contractor business name) by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

Notary Public