

RFP 2017-1

REQUEST FOR PROPOSALS

FOR A COMPREHENSIVE

HUMAN RESOURCES INFORMATION SYSTEM (HRIS)

UTAH COUNTY GOVERNMENT

January 20, 2017

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SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 PURPOSE AND BACKGROUND

Through this Request for Proposal (the “RFP”), Utah County Government (“Utah County” or “the County”) is accepting proposals from qualified service providers to provide a payroll and human resource information system (HRIS). The County has a preference for a comprehensive, integrated set of solutions, as described in more detail in this RFP, that will allow the County to become “virtually paperless” in its administration of human resources.

Utah County will consider service providers who do not provide all of the solutions described in the RFP or who partner with third-party providers to make solutions available on an integrated basis, but as noted above, there is a preference for a comprehensive, integrated payroll and HRIS.

Utah County is a political subdivision of the State of Utah and serves a population of over 500,000 residents in what has been a fast-growing area of the State and the country. The county seat and the main County offices are located in Provo, Utah, about 40 miles south of Salt Lake City. The County is governed by three elected Commissioners and has both elected department heads (Sheriff, Treasurer, Assessor, Recorder, Clerk/Auditor, Surveyor, Justice Court, and Attorney) and also appointed or civil service department heads (Health, Public Works, Human Resources, IT, Children’s Justice Center, Community Development, and Drug & Alcohol Prevention and Treatment). County employees are found in several locations throughout the County.

The County has (as of January, 12, 2017) a total of 1234 employees, in the following categories:

- Civil Service (“Merit”)/benefitted employees:
 - Full-time – 870 employees (including elected and appointed officials)
 - ¾-time – 35 employees
 - ½- time – 30 employees
- Time-limited (“1000-hour”)/non-benefitted employees:
 - Wildland Fire – 67 employees
 - All others – 273 employees

The actual number of employees varies during the course of the year with seasonal employment, particularly in Public Works and Wildland Fire Prevention, during the warm-weather months. Turnover has been relatively low over the last few years, primarily a reflection of the economic conditions, but with retirements and normal turnover, the County does experience new hires. As a frame of reference, the County hired approximately 267 new employees in 2016 and generated approximately 1,398 Form W-2 statements for tax year 2016.

The County’s current human resources, payroll, and time tracking system is a system developed by a conjunction of Highline and our internal staff, primarily using development tools around an Oracle database. The programs are not fully integrated and reporting requires one to customize and pull information out of a database that is not built to have ad hoc reports easily created. Many reports are pre-programmed to run, but many others are ad hoc on an as-needed basis. They are both time consuming and labor-intensive to have an IT professional create.

This set of proprietary system solutions is supplemented with a benefits administration and on-line benefits enrollment system provided by Utah County's Benefits Vendor, and also the reporting capability of multiple service providers who support retirement plans, health savings account administration, flexible spending account administration, COBRA administration, dental insurance, life & disability insurance and health insurance.

The primary users of the current set of solutions are the staff of the Human Resources Department and time-entry clerks in each department who enter time for employees each pay period. Paystubs and most employee benefits are available on the County intranet and Highline system for employee view, but no additional employee or manager self-service is currently available.

1.2 SERVICES SOUGHT

Utah County is seeking a payroll and HRIS service provider who can deliver high-quality products and services, and who support the needs of governmental clients like Utah County. In this regard, Utah County is interested in a comprehensive HRIS/Payroll cloud-based system that is both fully integrated and completely secure, has the capability to support civil service employees, has strong position-based financial and budgeting controls, and rapid, flexible, user-friendly reporting capabilities. Utah County is also interested in the implementation and integration of the HRIS/Payroll system.

The proposed HRIS/Payroll system should consolidate information, link business processes and functions, and eliminate separate departmental

systems in favor of a single "enterprise" system that connects the County's financial and non-financial applications through a common application. The system should include a user-friendly interface and embedded processes designed to tie functions together seamlessly, to eliminate the need for multiple data entries for a single employment action. The new system should reduce costs by improving HRIS and payroll efficiencies and streamlining business practices through reduced infrastructure and a more configurable design.

Ideally, the County anticipates this will be vendor-maintained software, infrastructure and platform. The County requires one all-inclusive Proposal including subscription/support of the product as well as the implementation services. Furthermore, total quoted pricing must be inclusive of software subscription, project management, business process re-alignment, change management, and implementation of the software.

Specifically, and as described in more detail in Appendix 2, attached hereto, Utah County is interested in the following areas of functionality (proposals may include some or all of the following, and may include additional features not listed below):

- Human resource modules including Human Resource Management, Recruiting, Applicant Tracking, Onboarding, Benefits Administration, Compensation, Performance Management Evaluation, Employee/Manager Self Service, Learning Management, Succession Planning, Time Tracking, Absence Management, Payroll Processing, Talent Management, and Analytics and Reporting

- A solution that delivers industry best practices and processes embedded in the software
- Executive information system (i.e. operational overview, business analysis, dashboard, etc.)
- Position control/Position management
- Recruiting and applicant management with online capabilities, designed to function across multiple technological disciplines (e.g. smartphones, desktops, tablets, etc.)
- Hiring and onboarding which are integrated with recruiting data
- Human resources, including regular compliance updates
- Compensation and pay calculation including the ability to pay on-call pay, shift differentials, and language/skill differentials, hazard premium pay, accurate FLSA calculations. Ability to pay leadership differentials. Recalculations if changes are made to a closed pay. Auto increase of leave accrual rates, once configured. Ability to do mass pay changes by percentages, e.g. COLA, department
- Budget modeling (“What If”) support, that includes benefits and or pay increases, e.g. if the County wanted to project what a 2 percent cost of living adjustment would do to the payroll budget.
- Payroll, including earnings, deductions, negative deductions and negative benefits, benefits and taxes, date of effective records, ability to reverse a pay or void out a mistaken transaction, with streamlined adjustments made to YTD records, e.g. W2s. Ability to run trial calculations before running final payroll. Ability to run garnishments and declining balances (e.g. if we put in a lien and we need to deduct when we can and end when the lien amount has been paid off.

Creates deductions that were scheduled that needed to be paid and it will create a collection in arrears. Zero net pays and employer benefits processed independently of employee receiving a paycheck. Automatic calculation of disposable income, after configured. Ability to do a percent or a flat amount for the garnishments. Stop and start-by date for deductions and benefits. Retro-pays. Ability to do leave or time entered corrections from previously closed out pay periods. Deductions in order of priority, when they don't have enough pay. Ability to configure the frequency/cycle of processing deductions and benefits.

- Time & attendance tracking, including payroll, time entry
- Benefits administration, including open enrollment and life events, supplemental life premium, auto calculation based on age, smoker status, and coverage level. Caps and limits built into the benefit plan. Ability to configure waiting periods into the benefit plan. Ability to enter pay changes on a date and not limited to the first day of the pay period.
- Performance management
- Talent management
- Learning management and insight reporting, the ability to automate reminders for training that is due or licensures that are getting close to expiring
- Employee relations, including disciplinary action tracking with the ability to pull disciplinary reports by employee
- Employee development, including goal setting and career planning which are integrated with performance management
- OSHA and safety, including workers' compensation tracking
- Multiple organizational charts

- Leave administration (FMLA, ADA, USERRA, Leave Without Pay, PTO, vacation, sick, holiday, personal preference day) and absence management
- Flexible spending accounts, limited flex spending accounts, and health savings accounts administration and integrations with third-party vendors
- Paperless attachment options to each module, but viewable by employee
- Data change tracking management, e.g. the ability to look at who made a change and the date and time the change was made
- Single entry and communications to touchpoints (termination of employment status, termination of benefits, initiate final paycheck, and vacation payout)
- Reporting with the ability to query information from the platform and from a database accessible from Excel
- Retirement plans administration, including Utah Retirement Systems, 401(k), 401(a), and 457
- COBRA management
- General ledger feeds/interface and integration
- Insurance and other partner data feeds
- Employee self-service
- Manager self-service
- Built-in and the ability to intuitively create workflow/business processes (approvals, routing)
- Customer service/support by vendor
- Robust, prompt and user-friendly reporting capabilities, including ad hoc reports
- Cloud based system with data encryption

- Capable of use by all types of electronic devices (both Apple based devices and android devices)
- Implementation strategy of the new HRIS/Payroll System

The County is interested in the following services (proposals may include some or all of the following, and may include additional services not listed below):

- Must provide an assigned account representative from software manufacturer and systems integrator.
- If a systems integrator is used by a software manufacturer or is the proposer, the systems integrator must be a certified partner of the software vendor.
- The systems integrator must provide an on-site implementation team and project manager as applicable and to the satisfaction of County.
- A single software license and delivery solution for all of HR.
- Data migration services.
- Interface and integration services.
- Portal development services.
- Training services. Maintain a training environment during the project and ongoing for post-implementation.
- Full implementation to the satisfaction of the County by the mutually-agreed upon execution date.

The County is also interested in the following implementation services by the systems integrator and/or software manufacturer (proposals may

include some or all of the following, and may include additional services not listed below):

- Project Management
- Organizational Change Management
- Business Process Re-alignment
- Architectural Compliance
- Design
- Fit/Gap Analysis
- Build & Configure
- Data Conversion
- Integration Design and Development
- Testing Strategy and Execution
- Training of Technology Services and Agency Personnel
- Deployment

SECTION 2 - PROCUREMENT RULES AND PROCEDURES

NOTE! All questions, engagement and interaction during the RFP process are restricted to the Utah County Purchasing Office through BidSync. Do not contact any other County agency, division, department, or other County officers or employees.

2.1 PROCEDURE

Responses to this RFP require a hard copy submission of Proposals. The Procedure for the issuance of this RFP, evaluation of Proposals, and selection of a Service Provider is as follows:

A. Interested providers may also furnish additional materials not specifically called for in the RFP (hard-copy format) to the following address before the submission deadline:

Robert Baxter
County Purchasing Manager
Utah County Government
100 East Center Street, Suite 3600
Provo, UT 84606
robertb@utahcounty.gov

B. Utah County and/or its representatives will evaluate all submitted Proposals in response to the RFP by February 10, 2017. Selected responders may be asked to make a presentation, demonstrate the functionality and be interviewed at the provider's sole expense. It is presently anticipated that such presentations will take place during the week of February 27-March 3rd 2017. The County may also require on-site due diligence trips to visit finalist home offices and operations and/or those of key similar clients prior to making a final decision.

C. The selected service provider will be required to sign an agreement with Utah County. Utah County desires to have one agreement which covers both the subscription services and the implementation services. Appendix 3 of this RFP contains Utah County's standard terms which shall form the basis of an agreement covering the subject matter of this RFP between the selected service provider and Utah County. Exceptions or deviations from Utah County's standard terms must be clearly

identified in the response to the RFP, together with any accompanying reasons for the exceptions or deviations, and any proposed modifications offered by the service provider.

Exceptions or deviations from Utah County's standard terms will be taken into consideration when evaluating proposals submitted and may result in the Proposal being rejected in whole or part by Utah County. Utah County specifically reserves the right to reject any or all of the proposed modifications.

2.2 RULES OF PROCUREMENT

This RFP shall conform to and is governed by and subject to the Utah County Procurement Rules and Regulations. All materials submitted in response to this RFP become the property of Utah County and will not be returned. Formal Proposals submitted may be reviewed and evaluated by any person at the discretion of the County.

Utah County has established certain requirements with respect to Proposals to be submitted by respondents. The use of "shall", "must", or "will", in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

The County reserves the right to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the County.

Utah County reserves the right to reject any or all Proposals or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

The County may not award an agreement solely on the basis of this RFP and will not pay for the information solicited or obtained. The information obtained will be used in determining the Proposal that best meets the County’s needs and is the most advantageous Proposal received. No oral or telephonic Proposals or modifications will be considered – all modifications must be in writing.

The responding party agrees that Utah County may terminate this procurement procedure at any time and/or delay the timetable stated below, and Utah County shall have no liability or responsibility to any responding party for any costs or expenses incurred in connection with this RFP, or such party’s response.

2.3 PROCUREMENT TIMETABLE

Below is the Procurement Timetable that has been established for this RFP:

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issue Date on BidSync	January 20, 2017
Closing Date - Bidding Provider Questions	February 1, 2017 (4:00 p.m. MT)
Closing Date - Receipt of Proposals	February 8, 2017 (3:00 p.m. MT)
Evaluation of Bidding Provider Responses	February 9, 2017 – February 15, 2017
Oral Presentations and Interviews <i>(by invitation)</i>	February 16, 2017
Onsite Due Diligence Visits <i>(if required)</i>	TBD
Anticipated Final Decision	February 24, 2017

2.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP must be submitted via BidSync prior to February 1, 2017 at 4:00 p.m. Mountain Time. Responses to all submitted questions will be posted on BidSync for all interested providers to review.

2.5 EVALUATION CRITERIA

All proposals will be evaluated by authorized representatives of Utah County (the Selection Committee). The following weighted average criteria will be used by the Selection Committee in creating a score for each of the proposals: Each member of the Selection Committee will ordinarily rank all proposals from highest to lowest evaluation score, and the Selection Committee will compile the rankings of all member of the Selection Committee. If any proposal receives a majority of first place votes, that proposal will represent the best value for the County and will be recommended for award of the contract. If not, the proposal that received the lowest average ranking will be removed from selection and the rankings will be recast. That process will be repeated until one proposal receives a majority of votes as the #1 ranking proposal. The final #1 ranking proposal will represent the best value for the County and will be recommended for award of the contract. The Selection Committee will consider all criteria in performing a comprehensive evaluation of each proposal.

- 35% System functionality meets the integration needs of the County. HRIS eliminates double entry programs and eliminates necessity of uploading reports for functionality, i.e., one-time entry can generate automation of workflow.
- 25% Vendor supplies accurate and timely customer service for problems, i.e., problem solving, trouble shooting, and questions need answers within one business day.
- 20% HRIS is customizable to unlimited number of cost centers, account codes, and other titles currently used by Utah County in its day-to-day business.
- 20 % Total Cost – Cost will be broken down by two sections:
 - 8% - Implementation within timeline
 - 12% - All ongoing annual costs (including additional upgrades and customer service costs). Implementation costs will be evaluated on use of vendors vs. County employees' time used during implementation process.

Utah County may make any and all inquiries necessary to evaluate each service provider's Proposal. In the submission of the firm's Proposal, the firm agrees that the final decision will not be challenged. Utah County may invite more than one finalist to an in-person presentation, but may prefer to enter into contract negotiations immediately with the highest-rated provider. Should these negotiations fail; the next highest-rated provider may be contacted. The County may determine to take no action or delay action as it sees fit. With the submission of the firm's Proposal, the firm is agreeing to these terms and conditions.

SECTION 3 - INSTRUCTIONS FOR PROPOSAL PREPARATION

3.1 PROPOSAL SUBMISSION

Sealed proposals should be mailed or hand delivered to:

**Robert Baxter, Utah County Purchasing Manager
100 East Center, Ste 3600
Provo, UT 84606**

Proposals should be clearly marked "Human Resources Information System". Reference RFP #2017-1 on all documents pertaining to this proposal.

All Proposals are due on February 8, 2017, at 3:00 PM Mountain Standard Time. No late proposals will be accepted.

3.2 PROPOSAL INCLUSION REQUIREMENTS

The Proposal must include (in the following order):

A. Transmittal letter, Certificate of Non-Collusion:

This letter must state the firm's ability and willingness to perform the services described in this Request for Proposal. This letter should include a statement of how the firm is qualified to provide the services described herein as well as the firm's experience with governmental clients. Include an e-mail address for the firm's authorized point of contact. An individual who is authorized to bind the firm contractually must sign the letter. Finally, the Signature Sheet and the Certificate of Non-Collusion found at the end of this RFP must be submitted with the transmittal letter.

B. Questionnaire:

A questionnaire is included as Appendix 1 to this RFP. All questions should be answered as completely as practicable. If a question or statement does not apply, respond with "Not applicable."

Exhibits may be included in a separate section of the Proposal and clearly referenced in the Proposal. All data quoted or used in answers to questions, exhibits, illustrations, or other supporting material must be up-to-date as of the most recent quarter ending.

C. Evidence of Insurance

If selected as the finalist and prior to contract negotiations, evidence of insurance coverage must be provided, as required. See Section 6.3, below.

D. Standard Contract Terms

Utah County's Standard Contract terms are provided to the RFP as Appendix 3 which shall form the basis of a service agreement covering the subject matter of this RFP between the selected service provider and Utah County. The Proposal must include any proposed exceptions or deviations from Utah County's standard contract terms, together with any accompanying reasons for the exceptions or deviations, and any proposed modifications offered by the service provider. Please be advised that exceptions or deviations from Utah County's standard terms will be taken into consideration when evaluating proposals submitted and may result in the Proposal being rejected in whole or part by Utah County.

SECTION 4 - ACCEPTANCE OF PROPOSAL

The agreement period is anticipated to be for a term of three (3) years. Utah County shall have an option, pursuant to that agreement and at its own discretion, to renew the agreement for additional periods of one (1) or more years without limitation, upon the same or substantially similar terms and conditions.

SECTION 5 - DISQUALIFICATION OF PROPOSAL

At the County's discretion, it may give an opportunity to timely cure a minor error in the proposal. The occurrence of any of the following may result in disqualification of a respondent:

- a. Failure to respond by the established submission deadline.
- b. Failure to completely answer all substantive questions posed in the RFP.
- c. Failure to provide requested documentation at the time of Proposal submission.
- d. Illegible responses.
- e. Failure to sign and return the Proposal.
- f. Failure to evidence a satisfactory record of integrity.
- g. Failure to agree to terms and conditions set forth in Section 6, below.
- h. Failure to qualify legally to contract.
- i. Unauthorized contact with County personnel, other than those specifically listed in the RFP, as described in detail above, during the RFP period.

SECTION 6 - TERMS AND CONDITIONS

6.1 GENERAL REQUIREMENTS

Utah County will negotiate an agreement in reliance upon the information contained in Proposals submitted in response to the RFP. Utah County desires to have one agreement which covers both the subscription services and the implementation services. Appendix 3 of this RFP contains Utah County's standard terms which shall form the basis of an agreement covering the subject matter of this RFP between the selected service provider and Utah County. Exceptions or deviations from Utah County's standard terms must be clearly identified in the response to the RFP, together with any accompanying reasons for the exceptions or deviations, and any proposed modifications offered by the service provider. Exceptions or deviations from Utah County's standard terms

will be taken into consideration when evaluating proposals submitted and may result in the Proposal being rejected in whole or part by Utah County. Utah County specifically reserves the right to reject any or all of the proposed modifications. Utah County will be legally bound only when and if there is a definitive signed agreement with the awarded HRIS Service Provider ("Contractor"). It is vitally important that any person who signs a Proposal or agreement on behalf of a Contractor's firm certifies that he or she has the authority to so act. The successful Contractor who has its Proposal accepted may be required to answer further questions and provide further clarification regarding its Proposal and responses.

Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person shall have executed and delivered a definitive written agreement.

By responding to this RFP, each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein,

may be relied upon by the parties in any manner as having any legal effect whatsoever.

No oral modifications or amendments to this RFP or any resulting agreement shall be effective; the RFP may be modified or amended only by a written agreement signed by the parties. If it becomes necessary to revise any part of this RFP, an addendum will be posted to BidSync for all interested providers to review.

6.2 INSPECTION AND ACCEPTANCE

Utah County or its authorized representatives shall have the right to enter the premises of Contractor, or such other places where services under an agreement with Utah County are being performed, in order to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to the agreement. Contractor must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.

6.3 INSURANCE

Contractor agrees to carry errors and omissions insurance with a minimum limit of \$2,500,000 per occurrence, or such amount as modified by the County Risk Manager pursuant to Utah State statute, during the term of an agreement with Utah County. This coverage shall provide liability insurance to cover the activities of Contractor including Contractor's agents and employees, and for all equipment and vehicles, public or private, used in the performance of an agreement with Utah County. Contractor shall furnish, with the Proposal submission, a certificate of insurance evidencing that

Contractor has insurance coverage equal to or greater than the above-stated amounts.

6.4 INDEPENDENT CONTRACTOR

Contractor states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, maintains its office or place of employment separate from Utah County, and that any agreement resulting from this RFP is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by an agreement resulting from this RFP. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of Utah County for any purpose, and the employees of Contractor are not entitled to any of the benefits that Utah County provides for County's employees. It is understood that Contractor is free to contract for similar services to be performed for others while working under the provisions of any agreement with Utah County resulting from this RFP.

Both parties agree that Contractor shall be deemed an independent contractor in the performance of any agreement with Utah County resulting from this RFP, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Contractor shall have no authorization, express or implied, to bind Utah County to any other agreement, or any settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County.

6.5 INDEMNIFICATION

Contractor shall be required to defend, indemnify, save and hold harmless Utah County, its officers, employees, and agents, from and against any and all claims, demands, causes of actions, orders, decrees, judgments, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising out of Contractor's performance of an agreement with Utah County which is caused by any act or omission of Contractor's officers, employees, agents or volunteers. Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of an agreement with Utah County.

6.6 PROPRIETARY INFORMATION

Contractor is required to mark any specific information contained in its Proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any Proposal will not be considered proprietary.

6.7 PUBLIC INFORMATION

Contractor agrees that the agreement, related sales orders, and invoices will be public documents, and may be available for distribution. Contractor gives the County express permission to make copies of the agreement, related sales orders and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the Utah County Purchasing Agent, Contractor also agrees that the permission to make copies as noted

will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

SIGNATURE SHEET

I hereby certify that the information submitted by me/my firm in response to this RFP, including the pricing and all written and electronic information in this RFP response is true and accurate.

I understand that Utah County has the right to reject any or all Proposals or to waive minor irregularities when to do so would be in the best interests of Utah County.

Name of Firm _____

Address _____

Phone Number _____ Fax _____

Email Address _____

Print Name _____

Signature _____ Date _____

CERTIFICATE OF NON-COLLUSION

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says that as a condition precedent to the award of HRIS Service Provider, as described in the Request for Proposals, dated _____, that I,

_____ (name of owner, partner, officer or delegate)

of _____ (name of firm)

Do solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard to this Agreement or bidding process.

Signature:

By: _____

Title:

Date: _____

Subscribed and sworn to before me this ____ day of _____, 2017

My Commission Expires: _____

Residing at

Seal

By: _____
Notary Public

Appendix 1

Utah County Questionnaire

Use as much space as deemed necessary to respond to each question below:

Business Requirements

1. How many government clients are “live” using the cloud-based HRIS/Payroll system you have presented us?
2. How many third-party vendors and payroll providers have you integrated to?

Company Overview

1. Briefly describe the history of your company, including ownership information.
2. How long has your web-based system been on the market and operational with actual customers? How many versions have been released?
3. How many code-lines (i.e. separate applications and databases) does the solution you are proposing consist of, and how do you keep them in sync and integrated?
4. Do you offer user support groups, webinars, seminars or conferences? If so, when are they, where are they, how often?
5. Do you subcontract any of your services out? If so, who are some of your partners/alliances? What are some ways they have distinguished themselves in the market?
6. Why should we select your product over your competitors?

Human Resource Management

1. What allows an employee to be entered into your system before their start date to trigger activation/ access in external systems, but doesn't allow them to get paid accidentally? How easy is it to remove a new hire once they are in the system?
2. Can you input limited information on a new hire in the system until further information is received?
3. Do you have the ability to attach employee provided worker documents to the I-9 form? Do you have an electronic I-9 and a business process to easily execute filling it out and signing it by the various parties?
4. Do you have the ability to have an employee in multiple jobs concurrently?

Organization Management

1. Do have the ability to produce and print organization charts that include position and job information?
2. Do you have the ability to automatically route transactions with configuration based on the Utah County Rules and Regulations?
3. Do you have the ability to provide approval sequences in alignment with the organizational hierarchy (rather than individuals)? When an employee's supervisor changes, the approval sequence should automatically change.

Position Management

1. Do you have the ability to assign an approval process for positions that are created by managers?
2. Do you have the flexibility to track approval processes that may vary by department?
3. Do you have the ability to enforce the job codes and job descriptions for positions (i.e., a position must be submitted with a valid job code and description)? Ability to create generic position descriptions for each job classification and have a new individual position "inherit" this description which can then be modified for the specific position.
4. Do you have the ability to track and generate a master list of approved positions in a staffing plan and of employees and show vacancies and open positions on the list?
5. Do you have the ability to do mass updates on positions? If a data item is changed for a position, the information is changed on the employees' records that are tied to that position.

6. Do you have the ability to track dates/times, by whom, etc. when information on a position changed, including when updates are made via a "mass action"?

Compensation

1. Do you have the capability to calculate and store compa-ratios?
2. Do you have the ability to maintain market benchmarks and participate in salary surveys?
3. Do you have the ability to identify what is in the allocation pool and what is out of the allocation pool for budget and review purposes?
4. Do you have the ability to complete compensation projections to determine impact of increased budgets under various scenarios, prior to announcement of merit and promotion budgets?
5. Do you have warning systems in place that can generate a warning message when a pay increase is proposed for an employee on a "plan" (i.e. probationary period, LOA, performance improvement plan, FMLA, etc.) or when a compensation increases places an employees pay in an over maximum condition?
6. Do you Provide for field to show pay grade, range minimum, midpoint, maximum and compa ratio (\$'s would vary based on hourly, monthly and annual range values)?
7. Do you have the ability to apply mass updates to classification tables to support classification restructuring?
8. Can the system house a workflow process for promotion or other off cycle pay change actions—potentially a different workflow and approval process that can added if needed during certain periods of fiscal control?
9. Can the system support easy access to historical, current and proposed job descriptions, salary/wage rate range structures, Job Class Code tables, etc. Need ability to easily modify or retrieve this information?

Leave Administration

1. Does the system have the ability to "cascade" leaves as appropriate? For example, Short Term Disability may automatically become a Long Term Disability after a period of time.
2. Does the system have the ability to track details about leaves, including leave status, start and end date, multiple types of leaves, including FMLA, STD/LTD, Worker's Comp. LWOP, Personal, Military?

3. Does the system have the ability to display projected balances in the Inbox Notifications during the leave request process?
4. Does the system have the ability to track FMLA leaves, including straight 12 week, on a rolling calendar, or partial and intermittent leaves that qualify under the Family Medical Leave Act?

Benefits

1. Can the system have future date transactions and store complete benefits status history? Future dated transactions should pass to payroll at the appropriate time as part of the payroll interface?
2. Ability to accommodate Retiree and COBRA through open enrollment?
3. The ability to trigger either an email notification or report to benefits of only benefits eligible new hires, that includes the new hires contact information?
4. Can the system track benefits for retirees?
5. Can the system calculate payroll deduction and employer contribution information for each eligible benefit plan and transmit change to premium / payroll deduction amounts?
6. Does the system have the ability to produce a report that can be reviewed to conduct data and financial reconciliation to ensure that carrier reporting is consistent with vendor's system? Ability to resolve discrepancies attributed to annual enrollment changes between the vendor and carrier systems?
7. Can your system support with an integration or configuration defined benefit plans and other retirement plans, such as 401k, 401a, etc.?

Performance Management

1. Does your system have a pre-built performance management template that we can customize to meet our needs?
2. Can we include if the employee is on disciplinary action on the performance management evaluation?
3. Can we have we have the flexibility to enter in information as the year unfolds and goals may change?

Recruiting

1. Please provide a brief description of your recruiting capabilities and how they interface with your onboarding capabilities.

Learning

1. Can we upload training videos to your system?
2. Can we track licenses, training taken, etc.?
3. Can we interface the training required with the training listed on the job description?
4. Can we configure reminders when training is due, recommended, etc.?

Payroll

1. Can payroll automatically update financial system for all expenses, liabilities and employer-share expenses of fringes?
2. Can we run payroll on non-pay weeks?
3. Can we configure when garnishments will be taken out?
4. In addition, after the HRIS creates a payroll distribution, it needs to be able to create a delimited file that can be uploaded to the general ledger with customizable fields. Is your system capable of this? The file should include gross wages, benefits, mileage, cell phone allowance, etc. The cost centers in the delimited file should match the file that is currently created in each pay period to post the payroll transactions to the general ledger. Is this an integration that your system can do?

Reporting

1. Can employee benefits statements be prepared?
2. Can you generate an EEO-4?
3. Please explain how the reports are user friendly.
4. Can you provide affirmative action reports for supply and service and/or construction programs?

Information Systems

1. Please describe the overall application and data security processes employed by your company to protect client data.
2. How is the data protected at rest?

3. How is the data transferred and how is it protected while in transit?
4. What encryption algorithms do you use?
5. How is data backed up, archived, or otherwise protected from a major system failure or user error?
6. Has anyone conducted security assessment on your systems and have you received any security certifications?
7. Do your systems meet PCI, NIST, SAS70, and HIPPA standards?

Functional Questions

1. Describe your approach to implementation. Do you support a phased implementation of different modules? Please describe how this is accomplished.
2. Identify the team that would be assigned to this project (implementation, customer service, training, ongoing, etc.) along with their experience, role and responsibility.
3. Identify who has ultimate responsibility, and who can be contacted in the event of a conflict between the project leader and our organization.
4. Describe the typical implementation timeline for a customer similar to our organization.
5. How is maintenance performed and who is responsible for regression testing and ensuring the upgrades are functional when they are implemented?
6. What kind of training do you offer to the County project-management team and the end users?
7. Do you offer a single log in for all modules in the system?
8. Please describe the ways your system is flexible and customizable and the ways that it is limited and must be used “as-is”.
9. Please provide details about pulling historical reports and how easily accessible all HRIS and payroll data is.
10. Please describe the functionality of the system across multiple technological forums, e.g. smart phone, desktop computer, and tablets.
11. Do you have security in place across all devices that access the system?

APPENDIX 2

UTAH COUNTY GOVERNMENT

HRIS/PAYROLL RFP IMPLEMENTATION PROJECT OVERVIEW

January 17, 2017

The County is interested in the following implementation services by the awarded systems integrator and/or software manufacturer (proposals may include some or all of the following, and may include additional services not listed below):

- Project Management
- Organizational Change Management
- Business Process Re-alignment
- Architectural Compliance
- Design
- Fit/Gap Analysis
- Build & Configure
- Data Conversion
- Integration Design and Development
- Testing Strategy and Execution
- Training of Technology Services and Agency Personnel
- Deployment

1. PROJECT MANAGEMENT

The implementation of a HRIS/Payroll system will require significant partnership between awarded vendor(s) and the County. The County and the vendor will work together to define and document a detailed Resource/Staffing plan during the Project Initiation & Planning phase. The County and awarded vendor(s) shall each designate a Project Manager who will work collaboratively towards the success of the project. The awarded vendor(s) will work with the County to determine and document a Work Breakdown Structure of all necessary work items and resources to complete the implementation of the new HRIS system.

The County's Project Manager will be the Lead Project Manager for the project who will maintain the overall Work Breakdown Structure (WBS) and project plan. The County and awarded vendor(s) are each responsible for coordinating and directing work activities for their respective resources. The Project Managers are responsible for risk management and associated mitigation strategies. The

Project Managers are responsible for developing and executing an appropriate communication plan to keep Stakeholders informed regarding project status throughout the project life-cycle. The Project Managers will facilitate the Change Control Process as required.

2. BUSINESS PROCESS RE-ALIGNMENT

The awarded vendor(s) should plan and conduct business process realignment, conducting facilitated workshops to align existing Human Resources and Payroll processes with industry standards; identifying and documenting needed changes and demonstrating clearly how the proposed software will be implemented with these new processes. In addition, the awarded vendor(s) should identify and document processes that can't be aligned with industry standards due to legislative / statutory requirements and explore and document alternative solutions.

3. ORGANIZATIONAL CHANGE MANAGEMENT

The awarded vendor(s) should develop an organizational change management strategy including outlining the organizational changes that the initiative will bring, developing specific transition and communication strategies for the various stakeholder groups, and developing strategies for mitigating and managing major barriers for implementation. The awarded vendor(s) should align with County counterpart(s) and communication support staff.

4. ARCHITECTURAL COMPLIANCE

The awarded vendor(s) should work with County departments to communicate and establish technology strategy and policy necessary for deploying the County's new HRIS system. Key areas of focus for the team are Information Security, Identity Management, Service Oriented Architecture, Business Intelligence, Scalability, Reliability, Availability and Manageability.

5. DESIGN

The awarded vendor(s) should gather the business requirements. They may be responsible for creating design documentation, specifications and configuration guides. It is hoped that the vendor(s) will be onsite for the full duration of requirements gathering. The vendor(s) should consider the outcomes of the business process re-alignment in the design phase of the project.

6. FIT/GAP ANALYSIS

The awarded vendor(s) may conduct a fit/gap analysis to establish application functionality. Based on this analysis, vendor(s) should provide recommendations for closing the gaps. These recommendations may include business process or

configuration changes. Customizations may be recommended for critical business needs (prioritized, risk assessed).

7. BUILD & CONFIGURE

The awarded vendor(s) should provide (and maintain) at least 3 environments; Development, Test/QA and Production. The vendor(s) will be responsible for the configuration of the system and any development needed. Vendor(s) will work with the County to configure the system including business process setup, workflows and user access/security.

8. DATA CONVERSION

The awarded vendor(s) may be responsible for data conversions including mapping, scripting and loading the data into the new system. The vendor(s) should provide guidance regarding the approach and methodology for migrating historical data. The County will provide current data in the vendor-requested format.

9. INTEGRATION DESIGN & DEVELOPMENT

The awarded vendor(s) should assist with the architecture, design and development of all integrations. Integrations with existing 3rd party systems are critical to the successful implementation of the HRIS system.

10. REPORTING

The awarded vendor(s) may assist with the design, development and training of reports and dashboards as defined in fit-gap summary. Documentation on user creation of ad-hoc reports may be required.

11. TESTING

The awarded vendor(s) may develop a testing strategy and the execution and/or assistance with unit, system, integration, performance and user acceptance testing. The awarded vendor(s) may also assist with the creation of detailed test scripts helping to ensure requirements are being met. In addition, the awarded vendor(s) may participate in resolution of items identified in system and user acceptance testing. Any discrepancies not in alignment with the original requirements will need a mutually agreed upon resolution.

12. TRAINING

The awarded vendor(s) may lead the development and execution of training plans, including content development and delivery to assist the County in meeting end-user training needs. Knowledge transfer will be an ongoing process

throughout the entire project. The County expects the awarded vendor(s) to provide knowledge transfer, both verbally and through written documentation and procedures.

13. DEPLOYMENTS

The awarded vendor(s) will work in partnership with the County, and the corresponding County departments, to ensure successful deployments for smooth and quality driven release cycles. Awarded vendor(s) may create and implement cutover plans to deliver a configured system that meets the business requirements. Awarded vendor(s) may participate in go/no go decisions with identified stakeholders from the County. Go-live schedules to be determined by County (based on vendor availability).

APPENDIX 3

UTAH COUNTY GOVERNMENT STANDARD CONTRACT TERMS

January 13, 2017

This Appendix contains Utah County's standard terms which shall form the basis of an agreement covering the subject matter of this RFP between the selected service provider and Utah County. Exceptions or deviations from Utah County's standard terms must be clearly identified in the response to the RFP, together with any accompanying reasons for the exceptions or deviations, and any proposed modifications offered by the service provider. Exceptions or deviations from Utah County's standard terms will be taken into consideration when evaluating proposals submitted and may result in the Proposal being rejected in whole or part by Utah County. Utah County specifically reserves the right to reject any or all of the proposed modifications.

1. EXTRA WORK

a. Extra work shall be undertaken only when previously authorized in writing by Utah County, and is defined as additional work which is neither shown nor defined in this AGREEMENT or the attached CONTRACTOR's proposal (if any), but determined by Utah County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the CONTRACTOR.

b. Miscellaneous items normally associated with the major work items included in this agreement, but which may not be specifically identified, shall be furnished by the CONTRACTOR as if they had been included in the agreement, without additional cost to COUNTY. After prior authorization of the County Commission in writing, payment for authorized extra work will be made by reimbursement for all direct and substantiated costs of labor, materials, and supplies used.

2. GOVERNING LAW

It is agreed that this AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Utah, and the ordinances of Utah County. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Provo in the Fourth Judicial District Court for Utah County

3. EMPLOYMENT STATUS VERIFICATION

CONTRACTOR shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. CONTRACTOR shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification system and comply with Utah code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

4. AMENDMENTS

No oral modifications or amendments to this AGREEMENT shall be effective, but such may be modified or amended by a written agreement signed by the parties.

5. ASSIGNMENT

The parties to this AGREEMENT shall not assign said AGREEMENT, or any part thereof, without the prior written consent of the other party to the AGREEMENT. No assignment shall relieve the original parties from any liability hereunder.

6. SUCCESSORS IN INTEREST

This AGREEMENT shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

7. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, save, hold harmless, and defend at CONTRACTOR's own expense COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) CONTRACTOR'S, its subcontractors, agents or employees performance of this AGREEMENT or product(s) purchased by COUNTY under this AGREEMENT that are defective, whether known or not known by COUNTY or CONTRACTOR, at the time of acceptance by COUNTY. CONTRACTOR shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this AGREEMENT.

CONTRACTOR agrees to fully and completely defend, at CONTRACTOR's own expense, COUNTY against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses and liabilities (including all costs and attorney's fees incurred in defending or resolving any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from a data breach or other unauthorized access or COUNTY's data created, stored, transmitted, or otherwise related to the services or products described in this AGREEMENT.

8. GOVERNMENTAL IMMUNITY

COUNTY is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann §§ 63G-7-101 to -

904 (2011). COUNTY does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or comparable legislation enactment. The parties agree that COUNTY shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits set forth in that Act or the basis for liability as established in the Act.

9. NON-FUNDING CLAUSE

COUNTY intends to request the appropriation of funds to be paid for the services provided by CONTRACTOR under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the COUNTY's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the COUNTY as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of CONTRACTOR, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void. If funds are not appropriated for a succeeding fiscal year to fund performance by COUNTY under this Agreement, COUNTY shall promptly notify CONTRACTOR of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

10. SALES TAX EXEMPTION

The COUNTY sales and use tax exemption number is _____. The tangible personal property or services being purchased are being paid from County funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in this Agreement. As such, CONTRACTOR shall not charge COUNTY sales tax for the product(s) purchased by this agreement.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by CONTRACTOR of applicable law shall constitute an event of default under this Agreement and CONTRACTOR shall be liable for and hold the COUNTY harmless and defend the COUNTY from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the COUNTY as a result of the violation. CONTRACTOR is responsible, at its expense, to acquire, maintain and renew during the term of

this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

12. CONFIDENTIALITY

Contractor shall hold all information provided to it by COUNTY for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of CONTRACTOR's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of COUNTY. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by CONTRACTOR in performance of this Agreement shall also be held confidential by CONTRACTOR. COUNTY shall have the sole obligation or privilege of releasing such information as required by law.

13. PAYMENT

Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the CONTRACT will be remitted by mail unless paid by the COUNTY's Purchasing Card. CONTRACTOR shall accept payment by Purchasing Card without any additional fees.

14. TERMINATION

This Agreement may be terminated with cause by either party, in advances of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

15. FORCE MAJEURE

Neither party to this Agreement will be held liable for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The COUNTY may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

16. INDEPENDENT CONTRACTOR

a. CONTRACTOR states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he

advertises his services as he sees fit to the general public, maintains his office or place of employment separate from COUNTY, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.

b. The parties intend that an independent contractor relationship will be created by this AGREEMENT. COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of COUNTY for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits that COUNTY provides for COUNTY'S employees. It is understood that COUNTY does not agree to use CONTRACTOR exclusively. It is further understood that CONTRACTOR is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with COUNTY.

c. Both parties agree that CONTRACTOR shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, CONTRACTOR shall have no authorization, express or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY.

17. INTERPRETATION OF AGREEMENT

The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this AGREEMENT are for convenience only and do not constitute a part of the provisions hereof.

18. INSURANCE

a. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,500,000 per occurrence. This coverage shall provide liability insurance to cover the activities of CONTRACTOR including CONTRACTOR'S agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. Prior to commencement of work, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has this insurance in place.

b. Prior to commencement of work, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has Workers Compensation Insurance for the CONTRACTOR, all subcontractors, and all employees of the CONTRACTOR and/or subcontractors.

19. LEGAL

CONTRACTOR shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors. This AGREEMENT shall be interpreted pursuant to the laws of the State of Utah.

20. NO PRESUMPTION

Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

21. WARRANTY

CONTRACTOR warrants to COUNTY that all services and materials furnished under this AGREEMENT will be of highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of CONTRACTOR'S profession, and in conformance with the terms hereof. The CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the COUNTY under this Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this AGREEMENT or CONTRACTOR's proposal, attached hereto (if any). The CONTRACTOR (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this Agreement unless otherwise specified and mutually agreed upon elsewhere in this Agreement. In general, the CONTRACTOR warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the COUNTY has relied upon the CONTRACTOR's skill or judgment to consider when it advised the COUNTY about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the COUNTY has not been warned. Remedies available to the COUNTY include the following: The CONTRACTOR will repair or replace (at no charge to the COUNTY) the product whose nonconformance is discovered and made known to the CONTRACTOR in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the COUNTY may otherwise have under this Agreement.

22. DELIVERY

Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the

CONTRACTOR. Responsibility and liability for loss or damage will remain with CONTRACTOR until final inspection and acceptance when responsibility will pass to the COUNTY except as to latent defects, fraud, and CONTRACTOR's warranty obligations.

23. ENTIRE AGREEMENT.

This AGREEMENT shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding upon either party except to the extent incorporated in this AGREEMENT.