



REQUEST FOR PROPOSALS

for

COMPENSATION STUDY

RFP # 2017-8

CLOSING DATE
FOR RECEIPT OF PROPOSALS: Wednesday, May 10, 2017

TIME: 3:00 p.m. (Mountain Time)

PLACE: Utah County Purchasing Manager
100 East Center Street
Suite 3600
Provo, UT 84606

TABLE OF CONTENTS

Section 1 – Administrative Overview	3
1.1 Purpose	3
1.2 Services Sought.....	3
Section 2 – Procedure Rules and Procedures	3
2.1 Procedure	3
2.2 Rules of Procurement.....	4
2.3 Procurement Timetable.....	4
2.4 Questions and Clarification	4
2.5 Evaluation Criteria.....	4
Section 3 – Instructions for Proposal Preparation.....	5
3.1 Proposal Submission.....	5
3.2 Proposal Organization.....	5
Section 4 - Disqualification of Proposal	6
Section 5 - Terms and Conditions.....	6
5.1 General Requirements.....	6
5.2 Inspection and Acceptance.....	7
5.3 Insurance.....	7
5.4 Independent Contractor	7
5.5 Indemnification.....	8
5.6 Proprietary Information... ..	8
5.7 Public Information.....	8
 SIGNATURE SHEET.....	 Attachment A
CERTIFICATE OF NON-COLLUSION.....	Attachment B
STANDARD CONTRACT TERMS	Appendix
BLANK POSITION ANALYSIS QUESTIONNAIRE	Exhibit A

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 PURPOSE

Through this Request for Proposal (RFP), Utah County is accepting proposals from qualified vendors to conduct a comprehensive compensation and fringe benefits plan study for the County's 1,200+ employees. Prospective vendors should have the expertise, experience and capability to conduct a professional, comprehensive employee salary and benefits survey and to make specific recommendations to Utah County regarding appropriate salary ranges for the County's position (job) classifications based upon the survey results. Vendors should have prior experience conducting similar studies for governmental or non-profit entities. The County requires the survey and analysis to be completed no later than **September 1, 2017**.

1.2 SERVICES SOUGHT

The County currently has approximately 350 position classifications. The vendor must conduct a salary survey for each classification and calculate and report the average salary range (from average beginning salary to average maximum salary) for each classification. The vendor must survey the salaries of the most comparable classifications or positions (based on similar experience required and essential functions) in all organizations designated by the Utah County Office of Human Resource Management. Utah County competes with comparable public employers along the Wasatch front, and the survey should sample comparable positions in that geographic area.

Determination of appropriate comparable classifications, positions, or appropriate market comparisons for unique classifications where uncertainty exists will be done in consultation with the Utah County Board of Commissioners.

In addition to conducting the salary survey, the vendor must survey and report the employee fringe benefits provided by the organizations surveyed. The surveyed benefits should include all those benefits that contribute to total employee compensation value including, but not limited to: employer contributions toward health, dental and other insurance premiums; number of paid holidays, accrued PTO, sick, vacation time accrued and banked, employer matches toward deferred compensation plans such as 401(k)s; travel allowances/stipends; and other similar benefits.

The County has recently completed an exercise to validate current job descriptions with County managers. They have also completed a Position Analysis Questionnaire for each of the County positions, attached to this RFP as Exhibit A. These exercises will not need to be repeated under the scope of this study.

SECTION 2 PROCUREMENT RULES AND PROCEDURES

2.1 PROCEDURE

The procedure for response to this RFP, evaluation of proposals, and selection of a vendor is as follows:

1. Interested entities will prepare and submit their proposals prior to the specified Closing Date for Receipt of Proposals.

2. Utah County and/or its representatives will evaluate all submitted proposals as described herein.

3. The selected vendor will enter into contract negotiations with the County.

2.2 RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing Procurement Rules and Regulations.
- B. For this procurement, all proposals must be submitted in the proposal format outlined herein.
- C. All prospective Proposers must meet the required criteria as of the date of submission.
- D. 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.

2.3 PROCUREMENT TIMETABLE

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

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issue Date	April 26, 2017
Closing Date for Bidding Provider Questions	May 8, 2017
Closing Date for Receipt of Proposals	May 10, 2017
Anticipated Final Decision	May 15, 2017

2.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP must be submitted by May 8, 2017. Please submit questions through the SciQuest website.

The point of contact for this RFP is the Utah County Purchasing Manager, Robert Baxter:

RobertB@utahcounty.gov

2.5 EVALUATION CRITERIA

All proposals will be evaluated by authorized representatives of Utah County (the Selection Committee). Each member of the Selection Committee will ordinally 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 be recommended to the County Board of Commissioners 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 be recommended to the County Board of Commissioners for award of the contract. The Selection Committee and Board of Commissioners will consider all criteria in performing a comprehensive evaluation of the proposals. The following weighted average criteria will be used by the Selection Committee in creating a score for each of the proposals:

- **35%** Cost
- **35%** Vendor’s Qualifications and Relevant Experience
- **20%** Ability to meet County’s requirements and September 1st deadline
- **10%** Quality, Clarity, and Responsiveness of the Submitted Proposal

Cost: The more competitive overall cost will achieve a higher score. Lowest Compensation Proposal divided by Compensation Proposal, multiplied by criteria points available. [(LCP/CP) Points = Score]. The lowest compensation proposal shall receive full points for this criterion.

SECTION 3 INSTRUCTIONS FOR PROPOSAL PREPARATION

3.1 PROPOSAL SUBMISSION

Each respondent must submit EIGHT (8) COPIES of its SEALED proposal to the Utah County Purchasing Manager. The envelope containing the proposal must be clearly labeled “SEALED PROPOSAL - COMPENSATION STUDY RFP # 2017-8”. The proposal must be delivered to:

Utah County Purchasing Manager
100 East Center, Suite 3600
Provo, Utah 84606

LATE PROPOSALS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

3.2 PROPOSAL ORGANIZATION

The proposal must include:

1. Cover Letter
2. Vendor’s Qualifications – Provide a description of the firm and appropriate individuals’ and subcontractors’ historical background.
3. Cost/Fee Proposal
4. Signed Signature Sheet – Signed by individual with authority to make commitments on behalf of the company (Attachment A)

5. Completed Certificate of Non-Collusion (Attachment B)
6. A copy of the Proposer's current local business license
7. Proof of required insurance.

SECTION 4 DISQUALIFICATION OF PROPOSAL

The occurrence of any of the following may result in disqualification of a proposal:

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the RFP.
- C. Use of any type of form or format other than those indicated in the RFP.
- D. Failure to provide requested documentation at the time of proposal submission.
- E. Illegible responses.
- F. If the Proposer adds any provisions reserving the right to accept or reject an award or to enter into an agreement pursuant to an award, or any other unauthorized conditions, limitations or provisions.
- G. If the Proposer is unable to evidence a satisfactory record of integrity.
- H. If the Proposer is not qualified legally to contract.
- I. If the proposal at the opening does not contain a signed proposal, and a signed certificate of non-collusion.
- J. Utah County reserves the right to reject any or all proposals.

SECTION 5 TERMS AND CONDITIONS

5.1 GENERAL REQUIREMENTS

Utah County will negotiate an agreement in reliance upon the information contained in Proposals submitted in response to the RFP. The Appendix 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 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 SciQuest for all interested providers to review.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

ATTACHMENT A
SIGNATURE SHEET

I hereby certify that the information submitted by me/my company 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 _____

ATTACHMENT B

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH) Request for Proposals
)SS for
COUNTY OF UTAH) Compensation Study

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:
That as a condition precedent to the award of the Utah County project as above captioned,

I _____
(owner, partner, officer or delegate)

of _____ do
(company)

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 bid or potential agreement
resulting therefrom.

Signature

By: _____

Title: _____

Subscribed/sworn to before me this ____ day of _____ 2017 A.D.

My Commission Expires _____

Residing at _____

Seal

By: _____

Notary Public

APPENDIX

11

UTAH COUNTY GOVERNMENT STANDARD CONTRACT TERMS

April 17, 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 CONTRACTOR 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 advance 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.

EXHIBIT A



UTAH COUNTY POSITION ANALYSIS QUESTIONNAIRE

1. Name of Current Incumbent:

2. Current Job Title:
3. Job Code (if known):
4. Department: Division:
Special Assignment or Function (if applicable):
5. Place of Work (street address, building and room):
6. Telephone #:

7. Time in Current Position: years: months:
Time with Utah County: years: months:

8. Name and Title of Immediate Supervisor:
How does your supervisor (or another employee) review the work you perform:
____ Reviews most or all work while being performed. ____ Usually spot checks completed work.
____ Occasionally or periodically spot checks completed work. ____ Supervisor does not regularly review work.
____ Other (describe fully) _____
How does your supervisor give standing or continuing instructions (includes manuals, departmental procedures, written guidelines, laws, etc.) for regular tasks:
____ Instructions are detailed, specific, and cover all aspects of the work. ____ Instructions are very general; much judgment must be used.
____ Instructions are somewhat general; many aspects of the work are covered specifically, but judgment must be used.
____ Other (describe fully) _____
What is the nature of the instructions the supervisor gives when assigning new or one-time tasks:
____ Detailed, specific, and covering all important aspects of the work. ____ Somewhat general, covering many aspects of the work.
____ Direction provided in terms of broadly defined missions or functions.
____ Other (describe fully) _____

9. **Primary Purpose of Position** - Please summarize the primary purpose of your position in one or two sentences:

RFP# 2017-7

10. List the Five (5) Most Important Functions You Perform (a function is a broad category or heading):

18

Function A: _____

Function B: _____

Function C: _____

Function D: _____

Function E: _____

11. Essential Duties: Describe the specific duties you perform in carrying out each of the five (5) functions you listed above. In the space on the far left, estimate the percentage of your work time you spend on each function. In the spaces on the far right, list how frequently you perform each duty using “A” for annually, “M” for monthly, “W” for weekly, and “D” for daily. **List only those duties you personally perform. List only essential duties (critical duties that could not be assigned to another position without changing the nature of the job).**

% of Time	FUNCTION A: _____	A	M	W	D
	Essential Duties: 1.				

What decisions or judgments are made in the course of performing the above duties?

What resources are available to help you make these decisions (i.e. policy or procedure manuals, the law, supervisor?)

What kind of mistakes may be made? What are the consequences?

What knowledge, skills, or abilities are needed to perform the above duties and how are they acquired (i.e. formal education, specialized training, on-the-job training?)

% of Time	FUNCTION B: _____	A	M	W	D
	Essential Duties: 1.				

What decisions or judgments are made in the course of performing the above duties?

What resources are available to help you make these decisions (i.e. policy or procedure manuals, the law, supervisor?)

What kind of mistakes may be made? What are the consequences?

What knowledge, skills, or abilities are needed to perform the above duties and how are they acquired (i.e. formal education, specialized training, on-the-job training?)

% of Time	FUNCTION C: _____	A	M	W	D
	Essential Duties: 1.				

What decisions or judgments are made in the course of performing the above duties?

What resources are available to help you make these decisions (i.e. policy or procedure manuals, the law, supervisor?)

What kind of mistakes may be made? What are the consequences?

20

What knowledge, skills, or abilities are needed to perform the above duties and how are they acquired (i.e. formal education, specialized training, on-the-job training?)

% of Time	FUNCTION D: _____	A	M	W	D
-----------	-------------------	---	---	---	---

% of Time	Essential Duties: 1.				
-----------	-------------------------	--	--	--	--

What decisions or judgments are made in the course of performing the above duties?

What resources are available to help you make these decisions (i.e. policy or procedure manuals, the law, supervisor?)

What kind of mistakes may be made? What are the consequences?

What knowledge, skills, or abilities are needed to perform the above duties and how are they acquired (i.e. formal education, specialized training, on-the-job training?)

% of Time	FUNCTION E: _____	A	M	W	D
-----------	-------------------	---	---	---	---

% of Time	Essential Duties: 1.				
-----------	-------------------------	--	--	--	--

What decisions or judgments are made in the course of performing the above duties?

What resources are available to help you make these decisions (i.e. policy or procedure manuals, the law, supervisor?)

21

What kind of mistakes may be made? What are the consequences?

What knowledge, skills, or abilities are needed to perform the above duties and how are they acquired (i.e. formal education, specialized training, on-the-job training?)

12. How does assigned work affect the reliability, accuracy, dependability, or safety of other work processes or people?

13. Check the statement below that best describes the type and nature of contacts you encounter in this position:

- Regular contact with the public or employees in other work areas requiring the exchange of factual information.
- Regular contact with the public or managers in other work areas regarding administrative or technical matters.
- Regular contact with administrators, managers, or professionals in other work areas to develop and maintain cooperative working relationships.
- Regular contact with administrators, managers, or professionals or the public regarding issues which have significant impact on the development and implementation of department or division projects, programs or policies.
- Regular contact with the public or legislative, executive or judicial officials regarding issues which have significant impact on the organization's operations, policies, or objectives.

14. A) Indicate the type and size of total workforce you lead, supervise, manage, or direct (including non-county employees such as inmates, patients, volunteers, etc.):

B) Of the workforce identified above, indicate the positions you directly supervise and evaluate through performance appraisal:

C) Check the items below for which you have primary or significant responsibility:

- | | |
|--|--|
| <input type="checkbox"/> Interviewing and Hiring New Employees | <input type="checkbox"/> Developing and Implementing Unit Goals and Objectives |
| <input type="checkbox"/> Orientation and Training of Employees | <input type="checkbox"/> Developing and Implementing Policies and Procedures |
| <input type="checkbox"/> Making Employee Work Assignments | <input type="checkbox"/> Developing and Submitting Annual Budget Requests |
| <input type="checkbox"/> Conducting Employee Performance Evaluations | <input type="checkbox"/> Authorizing Expenditures |
| <input type="checkbox"/> Making Discipline and Discharge Decisions | <input type="checkbox"/> Approval of Overtime and Paid Leave |
| <input type="checkbox"/> Supervision of Employees | <input type="checkbox"/> Setting Work Hours and Hours of Operation |
| <input type="checkbox"/> Lead Worker for a Work Group | <input type="checkbox"/> Committing supplies, materials and other resources |
| <input type="checkbox"/> Other: | |

15. LANGUAGE SKILLS: Select the level of language (ability to read, write, and speak) needed to successfully accomplish the essential duties of this position:

_____ Level 1: Ability to read a limited number of 2-3 syllable words and recognize similarities and differences between words and between series of numbers. Ability to print and speak simple sentences.

_____ Level 2: Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

_____ Level 3: Ability to read and interpret documents, such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of the organization.

_____ Level 4: Ability to read, analyze, and interpret general business periodicals; professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

_____ Level 5: Ability to read, analyze and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

_____ Level 6: Ability to read, analyze and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches or articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups and/or boards of directors.

16. MATHEMATICAL SKILLS: Select the level of mathematical skills and abilities needed to successfully accomplish the essential duties of this position:

_____ Level 1: Ability to add and subtract two digit numbers and to multiply and divide with tens and 100s. Ability to perform these operations using units of American money, and weight measurement, volume and distance.

_____ Level 2: Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

_____ Level 3: Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

_____ Level 4: Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts of fractions, percentages, ratios, and proportions to practical situations.

_____ Level 5: Ability to apply advanced mathematical concepts such as exponents, logarithms, quadratic equations, and permutations. Ability to apply mathematical operations to such tasks as frequency distribution, determination of test reliability and validity, analysis of variance, correlation techniques, sampling theory, and factor analysis.

_____ Level 6: Ability to comprehend and apply principals of advanced calculus, modern algebra, and advanced statistical theory. Ability to work with concepts such as limits, rings, quadratic and differential equations, and proofs or theorems.

17. REASONING: Select the level of reasoning skills and abilities needed to successfully accomplish the essential duties of this position:

_____ Level 1: Ability to apply common sense understanding to carry out 1- or 2-step instructions. Ability to deal with standardized situations with only occasional or no variables.

_____ Level 2: Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

_____ Level 3: Ability to apply commonsense understanding to carry out instructions furnished in written, oral or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

_____ Level 4: Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

_____ Level 5: Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

_____ Level 6: Ability to apply of principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with non-verbal symbolism, (formulae, scientific equations, graphs, musical notes, etc.) in its most difficult forms. Ability to deal with a variety of concrete and abstract variables.

18. Do you need a driver's license to perform one or more essential duties of this job?
__Yes __No If yes, identify what vehicles and/or equipment are driven and specify the type of driver's license required?

19. Please list all professional registrations, certifications, or federal/state/local licensing requirements for this job:

20. Identify the machines, tools, equipment, or work aids you are required to use in this position:

21. Physical Requirements - Please identify the amount of time spent by placing a check in the appropriate boxes.

	Never or Rarely and not critical	Rarely, but critical	Occasionally (up to 1/3)	Regularly (1/3 to 2/3)	Frequently (2/3 or more)	Job duty performed
Stand						
Walk						
Run						
Sit						
Finger/Grasp/ Feel						

Hand/eye coordination						
Reach with hands and arms						
Climb or balance						
Stoop, kneel, crouch, or crawl						
Talk						
Hear						
Taste or Smell						

22. Vision Requirements - Mark all that apply

Close	Distance	Color	Peripheral	Depth Perception	Adjust Focus

23. Weight Lifted or Force Exerted - Please identify the amount of time spent by placing a check in the appropriate boxes.

	Never or Rarely and not critical	Rarely, but critical	Occasionally (up to 1/3)	Regularly (1/3 to 2/3)	Frequently (2/3 or more)	Job duty performed
Up to 10 lbs.						
Up to 25 lbs.						
Up to 50 lbs.						
up to 100 lbs.						
More than 100 lbs.						

24. Environmental Conditions - Please identify the amount of time exposed to the following by placing a check in the appropriate boxes.

	Never or Rarely and not critical	Rarely, but critical	Occasionally (up to 1/3)	Regularly (1/3 to 2/3)	Frequently (2/3 or more)	Job duty performed
Environmentally controlled room (office, library etc.)						

Partially environmentally controlled building (stockroom, warehouse etc.)						
Wet or humid conditions (non-weather)						
Work near moving mechanical parts						
Work in high, precarious places						
Fumes, noxious odors, or airborne particles						
Toxic or caustic chemicals						
Contagious or infectious diseases						
Outdoor weather conditions						
Extreme Cold (non-weather)						
Extreme Heat (non-weather)						
Electrical Hazards						
Work with explosives						
Radiation						
Vibration						
Use of protective devices such as masks, goggles, gloves, etc.						
Unknown, dangerous, and/or life threatening conditions						

Combative persons						
Shift Work						
Loud Noise						
Other atypical conditions (specify)						
Other atypical conditions (specify)						

25. Other position requirements or comments:

26. Incumbent's signature: _____ **Date** _____