



TOWN OF ALTA

REQUEST FOR PROPOSALS FOR:

***Managed IT Support Services for a
Municipal Government, Police Department, and Justice Court***

Town of Alta

PO Box 8016

Alta, UT 84092

(801) 742-3522

townofalta.utah.gov

July 1, 2025

NOTICE
REQUEST FOR PROPOSALS

PROPOSALS DUE: Monday, August 4 @ 5:00 PM

PROJECT NAME: Town of Alta Managed IT Services

RFP AVAILABLE: Monday, July 14

PROJECT LOCATION: Alta, UT

PROJECT DESCRIPTION: Qualified Providers are invited to submit a proposal to the Town of Alta to provide professional Managed Information Technology (IT) Services to deliver comprehensive IT support and management, as well as conduct a thorough IT audit. The selected Provider will be responsible for ensuring the efficient and effective operation of our IT systems and services, supporting our day-to-day operations, and enhancing overall IT infrastructure. Provider must be able to provide both remote and on-site support at all Town of Alta buildings and be able and willing to maintain BCI compliance requirements.

OWNER: TOWN OF ALTA

CONTACT: *Molly Austin*
molly@townofalta.utah.gov
All questions shall be submitted in writing no later than:
Wednesday, July 30 @ 4:00 PM.

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

I. Introduction & Overview of Current Technical Environment

The Town of Alta (“Town” or “the Town”) sits at the top of Little Cottonwood Canyon on State Road 210 at approximately 8,560 feet within Salt Lake County. This small historic town was settled as a mining town in 1865, incorporated as a municipality in 1970, and is now a popular resort community centered around Alta Ski Area. The Town population is currently estimated at 228 residents, per the 2020 census. The Town owns and manages four (4) buildings, including a 24/7/365 Police and Dispatch center.

While the Town currently works with an independent contractor to manage our technical environment, we resolicit these services periodically to ensure we are getting the best product and value. We have approximately 28 users in our PC environment and our data is

self-hosted on onsite servers. The Town operates in a Microsoft environment, holding a combination of Microsoft Exchange Online, Microsoft 365 Business Standard, and Microsoft Power Automate licenses. There is one on-site employee who has access to the Microsoft 365 Admin Center to assist with very basic support functions like password reset and account set-up, but beyond that we don't have an internal or on-site IT specialist.

This Request for Proposal (RFP) will assist the Town in selecting an experienced IT managed service Provider ("Provider" or "the Provider") to assist with all Information Technology (IT) - related tasks, support, and services; including, but not limited to: network architecture (wired/wireless), network security support, server support, systems management, application support, infrastructure support, backup and disaster recovery support, firewall support, DC/AD/GPO support, help desk support, cyber security support, exchange support, systems onboarding, or any other IT related project.

This RFP is part of a competitive procurement process which helps serve the best interests of the Town and its citizens. It also provides each respondent with a fair opportunity for its services to be considered. Throughout the remainder of this document, said Respondent will be referred to as "Provider."

II. Scope of Requested Services

The selected Provider shall deliver the following services tailored to meet the needs of the Town:

- 1. Remote Support – Service Desk or Designated Support Technicians**
 - a. Act as the primary resource for IT support services
 - b. Handle support requests initiated through designated tools (e.g., email, phone, or an online portal)
 - c. Responsibilities include:
 - i. Addressing immediate support issues such as computer problems, network outages, server inaccessibility, email issues, printer problems, and software-related items
 - ii. Employee onboarding and offboarding IT support
 - iii. Identifying, diagnosing, and resolving problems remotely
 - iv. Categorizing and recording reported queries, advising users on appropriate actions, providing solutions, and escalating to higher-level support when necessary
 - d. Available 24/7/365
 - e. USA-based (preference for Utah-based) support team that are all able to meet all BCI compliance requirements as outlined in Section II – (6).
- 2. Senior Engineering Support**
 - a. Provide higher-level support for complex IT issues and proactive IT consulting

- b. Responsibilities include:
 - i. Developing and maintaining an IT roadmap for Town of Alta
 - ii. Handling service ticket escalations that the Service Desk cannot resolve
 - iii. Offering required onsite support for network management and maintenance, vendor interactions, technical reviews, project support, server and firewall maintenance and backup solutions, hardware support
 - iv. Conducting Quality Assurance (QA) audits as part of routine maintenance

3. Network and Infrastructure Management

- a. Monitor and maintain city's network infrastructure, ensuring reliable and secure connectivity
- b. Manage server environments, including updates, patches, and performance monitoring
- c. Implement and maintain cybersecurity measures to protect Town data and systems
- d. Provide disaster recovery planning and backup management

4. IT Consulting & Strategy

- a. Work with Town officials to develop long-term IT strategies that align with Town goals
- b. Provide recommendations for technology improvements and innovations
- c. Assist in budgeting and planning for future IT investments

5. Emergency and Onsite Support

- a. Provide timely onsite support for critical issues that cannot be resolved remotely
- b. Ensure rapid response times for emergency situations affecting Town operations
- c. Our Police Department and Dispatch Center operate 24 hours a day, 7 days a week, 365 days a year. Failures in their IT systems can result in catastrophic communications failures, so

6. Utah Bureau of Criminal Identification (BCI) Compliance

The Town of Alta operates both a Police Department and a Justice Court. Employees of both agencies have access to sensitive information, including criminal history records. Utah Code requires that any IT personnel with un-escorted access to these workstations (either in-person or remote access) must be registered with each agency as a Non-Access User, which comes with the following requirements:

- a. Complete a fingerprinting screening at BCI headquarters in Taylorsville
- b. Successful criminal background check
- c. Annual security awareness and misuse training and testing

The Town will provide:

- 1. List of current users

2. List of current devices
3. Network diagram
4. Any other documents or resources requested by Provider, if available.

III. Level of Service Expectations

The Town is interested in understanding the service levels that your organization can commit to providing. Please include in your proposal the services level targets that you typically adhere to, including response and resolution times for various levels of issues. Your detailed input on service delivery expectations will help us understand how you plan to support our IT environment effectively.

IV. Additional Services

Please specify any additional services that are available but may be outside the scope of the basic Managed IT Services Agreement. This may include, but is not limited to:

1. Specialized project work (e.g., software or hardware upgrades, network expansions, migrations).
2. Network cable installation and maintenance
3. Access control, surveillance monitoring, and VoIP services
4. Support for home offices of Town staff

For any services not explicitly covered under the primary agreement, please detail the associated costs and conditions.

V. RFP Content Requirements

Each proposal shall include at a minimum the following information:

1. Primary Contact:

Provide the name and title of the person who will be the primary contact and manager for the contract, plus contact phone number(s), email, and mailing address.

2. Profile of the Firm:

Provide a brief overview of your organization, stating how long the organization has been in business, what differentiates your organization from your competitors, and why you think you will be a good fit for the Town. Detail your involvement in providing Managed IT services for municipal governments, police departments, and/or court facilities. Please include details of three (3) current customer accounts similar in scope and requirements to this RFP.:

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by Provider or by its subcontractors where litigation is still pending or has occurred within the last five (5) years OR (b) any type of project where claims or settlements were paid by the Provider or its insurers within the last five (5) years.

3. Firm & Staff Qualifications

Indicate the number of employees in your organization, specifying how many are dedicated to account management/technical support. Indicate if you will subcontract any components of the proposed solution to a third-party organization(s). If so, describe the components to be subcontracted, details of any agreements in place, and a summary of past work completed together.

4. Approach & Methodology

- Provide a proposed work plan for migration to your organization as the Town's IT Provider
 - Include how you would work with our current vendor to transition our organization
- Describe the resources the Town would require during the migration and on an ongoing basis
- Identify the team assigned to our account and describe how you plan to interact with us and any third-party providers
- Describe your experience in providing value-added services such as remote backup, technology strategy planning, solution design, network and email system monitoring, procurement management, MAC, warranty, break fixes and installation, technical support, reporting and communication, IT policy review and development and management services, configuration, PC deployment, on-site implementation of business applications, asset inventory management, life cycle management of hardware units, software licensing control, and warehousing
- Describe your experience in providing server technology and service for customers, focusing on planning, implementation, and ongoing support
- Provide specific examples of how you have helped customers with significant technology limitations transform into organizations with well-planned and executed technology strategies. Highlight critical success factors in this transformation.
- Explain how you can ensure aggressive and competitive hardware pricing over a multi-year period during which new models are being introduced

Support

- Fully describe your technical support options, including assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and the physical location of the help desk
- Provide details on your standard reporting capabilities
- Describe available documentation and support from both the technical and end-user perspectives
- Detail available options for user and technical training for our staff
- Describe any user groups, website, newsletters, conferences, or other means you support for sharing information and soliciting service feedback
- Explain how you monitor customer satisfaction and quality assurance on an ongoing basis and how the Town might benefit from this process
- Describe your experience in successfully supporting users with varying levels of technical sophistication, including remote users with limited technical skills

5. Acknowledgements

Provider shall provide a statement confirming that it has the available capacity within its current personnel and workload to complete this scope of work within the proposed timeline. Provider also shall provide a statement noting any conflicts of interest that may exist with other clients or projects currently underway.

6. Cost Proposal

- Describe the pricing model(s) typically employed for your standard services
- State the standard markup for desktops, laptops, servers, other hardware, and software
- Indicate the charge for each service in US dollars, specifying whether they are included in a standard per-unit cost or charged on an ad-hoc basis
- Describe any service bundles and their effect on pricing

7. Additional Information

Provider is invited to provide any additional information that will help the Town evaluate whether they can successfully provide the requested services. Provide only material relevant to this RFP and do not provide any general materials or brochures.

8. RFP Exceptions

This section shall discuss any exceptions or requested changes to the Town's RFP conditions, insurance requirements and sample Service Provider Agreement, attached. If there are no exceptions noted, it is assumed the Provider accepts all

conditions and requirements identified in the attached draft service agreement. Items not accepted will not be open to later negotiation.

The Town reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with the government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of this contract may be subject to approval by the Alta Town Council.

IV. Project Timeline

The following schedule is the anticipated timeline of the project.

- RFP advertised on or before: Monday, July 14.
- Questions due by email (molly@townofalta.utah.gov) on Wednesday, July 30 at 4:00 PM. Answered emailed questions will be shared with all interested parties.
- Proposals due: Monday, August 4 @ 5:00 PM
- Evaluation and Selection on or before: Wednesday, September 10

V. Project Scoring & Award

Award shall be made to the Provider whose proposal is determined to be the most advantageous to the Town, taking into consideration price and the other evaluation factors set forth in this section. Cost is not the sole determining factor.

Proposals will be evaluated on the following criteria and approach:

1. Scoring Methodology
 - a. Five Points (Excellent)
 - b. Four Points (Very Good)
 - c. Three Points (Good)
 - d. Two Points (Fair)
 - e. One Point (Poor)
 - f. Zero Points (Absent)
2. Scoring Process
 - a. Phase 1: Technical Score (90 technical points available) – only proposals scoring a minimum of 75 technical points will be proceed to phase 2
 - b. Phase 2: Cost Score (10 cost points available)
3. Multiplication Factors (or Weighting):

- a. Each scored line item will be multiplied by a weighted importance factors as shown. The scoring will be multiplied by the weighted importance factor to give the total points for that line item.
- b. Cost Formula:
 - i. The vendor with the lowest price receives 100% of the cost points.
 - ii. Other vendors receive a portion of the points based on how much higher their price is than the lowest price.
 - iii. Vendors with a price more than double the lowest price receive no points.
 - iv. The formula to compute cost points is: $\text{Cost Points} \times (\text{Lowest Proposed Price} / \text{Proposed Price})$

Technical Scoring

Points Possible	Weighted Factor	Maximum Possible Points	Criteria
5	6	30	Project Understanding: Consultant's understanding of and responsiveness to the Scope of Work.
5	5	25	Qualifications: Demonstrated qualification and competence of the firm and key personnel (experience, past performance, and reputation).
5	4	20	Experience: Demonstrated past experience with similar projects for similar clients
5	3	15	Approach & Methodology: Demonstrated ability to provide requested services in a timely and responsive manner
		90	Total Possible Points

Cost Scoring

Points Possible	Weighted Factor	Maximum Possible Points	Criteria
10	1	10	Cost: Points awarded based on formula described above
		10	Total Possible Points

The evaluation committee will tally the final scores for criteria to arrive at a consensus score by the following method: an average of the individual score. Firm with the highest average score will be selected.

VI. Town of Alta Standard Service Provider Agreement

The awarded firm will be required to enter into the Town of Alta's Professional Service Agreement in its current form, with the Town. A draft of the agreement is attached to this RFP.

VII. Information to be Submitted

To be considered, all proposals must comply with the following:

- All proposals will be received via State of Utah Division of Purchasing Public Procurement Place (U3P)
- Total file size smaller than 20 MB and fewer than 20 pages
- Formatted for printing on 8.5"x11" paper
- Proposals must be submitted by: Monday, August 4 @ 5:00 PM
- Any proposals received after this time and date will be late and not opened or considered

VII. Additional Considerations

1. Public Records. All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by Provider that is submitted to the Town, as part of the proposal or otherwise may be considered public information under applicable law, including but not limited to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated ("GRAMA"). The Town generally considers proposals and all accompanying material to be public and subject to disclosure including the subsequent contract that may be executed between the Town and Respondent.
2. Proprietary Material. Any material considered by a Consultant to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied. The Town cannot guarantee that any information will be held confidential. Under Utah Code Ann. Section 63G-2-309 of GRAMA, if a Provider makes a claim of confidentiality, the Town, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify Provider of such determination. Provider is entitled under GRAMA to appeal an adverse determination. The Town is not obligated to notify the Provider of a request, and will not consider a claim of confidentiality, unless the Respondent's claim of confidentiality is made in a timely basis and in accordance with GRAMA.
3. Failure to Read. Failure to read the Request for Proposals and these instructions will be at a Respondent's own risk.
4. Cost of Developing Qualifications/Proposals. All costs related to the preparation of the qualifications/proposals and any related activities are the sole responsibility of

the Respondent. The Town assumes no liability for any costs incurred by Provider(s) throughout the entire selection process, including prior to selection and issuance of a contract.

5. Discussions with Respondents. The Town reserves the right to enter into discussions with the Provider (s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with a Provider whose proposal is deemed most advantageous, whichever is in the Town's best interest, for the purpose of negotiation. If exclusive negotiations are conducted and an agreement is not reached, the Town reserves the right to enter into negotiations with the next highest ranked Provider without the need to repeat the formal solicitation process.
6. Equal Opportunity. The Town will make every effort to ensure that all Respondents are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. The Town's policy, subject to federal, State, and local procurement laws, is to provide reasonable attempts to support each Respondent's business by purchasing goods and services through local Respondents and service providers.
7. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the Town and will not be returned to each Respondent.
8. Final Authorization. The Town intends to eventually contract with the Provider whose proposal is deemed most advantageous in experience, qualifications, price, and other factors considered in accordance with the weighted decision matrix described above. The Town does not necessarily intend to award a contract solely on the basis of any response made to this request or otherwise pay for any information solicited or obtained during the RFP process. Final authorization of an accepted bid will be provided by the Alta Town Council after they have had an opportunity to review the recommendations. It is expected that the winning bidder will be selected on or before September 10, 2025.
9. Rejection of Proposals. The Town reserves the right to reject any or all proposals received and disqualify incomplete or late proposals. Proposals lacking required information will not be considered. Furthermore, the Town shall have the right to waive any informality or technicality in proposals received when in the best interest of the Town. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the Town for any obligation. Provider may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
10. Town of Alta's Best Interest. The Town reserves the right to take any steps deemed necessary to act in the Town's best interest.

Attachment A

Sample Service Provider Agreement

MUNICIPAL

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2023, by and between the MUNICIPAL, a Utah municipality, (“Municipality”), and _____, a _____, (“Service Provider”), collectively, the Municipality and the Service Provider are referred to as (the “Parties”).

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

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

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

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

SCOPE OF SERVICES.

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

The Municipality has designated _____, or his/her designee as Municipality’s Representative, who shall have authority to act in the Municipality’s behalf with respect to this Agreement consistent with the Municipality’s purchasing policy.

TERM.

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

COMPENSATION AND METHOD OF PAYMENT.

Payments for services provided hereunder shall be made _____
[monthly, annually, etc.] following the performance of such services.

No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

For all “extra” work the Municipality requires, the Municipality shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both Parties in writing.

The Service Provider shall submit to the Municipality an invoice for services rendered during the pay period. The Municipality shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

Service Provider acknowledges that the continuation of this Agreement after the end of the Municipality’s fiscal year is specifically subject to the Municipality Council’s approval of the annual budget.

RECORDS AND INSPECTIONS.

The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

The Service Provider shall, at such times and in such form as the Municipality may require, make available for examination by the Municipality, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the Municipality or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The Municipality may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider’s activities, which relate directly or indirectly to this Agreement.

The Municipality is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended (“GRAMA”). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as “confidential - business confidentiality” and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The Municipality will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the Municipality related to any disclosure of materials pursuant to GRAMA.

INDEPENDENT CONTRACTOR RELATIONSHIP.

The Parties intend that an independent Service Provider/Municipality relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the Municipality for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the Municipality provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the Municipality and shall be subject to the Municipality’s general rights of inspection and review to secure the satisfactory completion thereof.

SERVICE PROVIDER EMPLOYEE/AGENTS.

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

HOLD HARMLESS INDEMNIFICATION.

The Service Provider shall indemnify and hold the Municipality and its agents,

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

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

INSURANCE.

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

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

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

Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property

damage.

Workers Compensation insurance limits written as follows:

- Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident;
- Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.

The Municipality shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the Municipality as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the Municipality within thirty (30) days of cancellation. The Municipality reserves the right to request certified copies of any required policies.

The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

TREATMENT OF ASSETS.

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

COMPLIANCE WITH LAWS AND WARRANTIES.

The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

Unless otherwise exempt, the Service Provider is required to have a valid MUNICIPAL business license.

The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify, or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

Service Provider shall be solely responsible to the Municipality for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

NONDISCRIMINATION.

The Municipality is an equal opportunity employer.

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

The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

If any assignment or subcontracting has been authorized by the Municipality, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

ASSIGNMENTS/SUBCONTRACTING.

The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the Municipality, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The Municipality reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent

of the Municipality, as required by this part, shall be deemed null and void.

Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the Municipality.

Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

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

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

Nothing herein is intended to confer rights of any kind in any third party.

No Municipality employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the Municipality.

MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the Municipality.

The Municipality shall make provision for access to the property and/or project and adjacent public properties, if necessary for performing the services herein.

TERMINATION.

Either party shall have the right to terminate this Agreement in the event the other party has failed to perform any of the terms and conditions specified herein, if said failure has been called to the attention of the responsible party in writing via certified mail and that party

has not corrected said failure within thirty (30) days, or such additional time as is reasonably necessary, of its receipt of written notice. In the event of such termination, this Agreement shall terminate immediately and all compensation and other fees shall be paid through the termination

NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney’s fees and other costs incurred in connection with that action or proceeding.

JURISDICTION AND VENUE.

This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.

Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Salt Lake County, Utah.

SEVERABILITY AND NON-WAIVER.

If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in

writing and signed by an authorized representative of the waiving party.

ENTIRE AGREEMENT.

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

Signatures on Following Page

Execution:

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

MUNICIPALITY
ADDRESS
ADDRESS

NAME, POSITION

Attest:

NAME, POSITION

[SERVICE PROVIDER NAME]

Address:

Address:

City, State, Zip:

Signature

Printed Name

Its:

Position