

Mailed : Oct 9, 2002

October 9, 2002

Salt Lake City Corporation
Purchasing, Contracts & Property Mgmt Div.
451 South State, Room 235
Salt Lake City, UT 84111

Re: Request for Proposals (RFP No. 0103RFP030010) To provide Web and Multimedia Design and Consulting Services.

Dear Salt Lake City Corporation:

I want to express our appreciation in being invited to participate in the above-referenced request for proposal for Salt Lake City Corporation. While we are not able to respond to your formal request for proposal, we want to assure you that we remain committed and interested in serving the needs of government for cities, towns, and counties within the State of Utah.

The contract that supports the Utah.gov (formerly known as eUtah) initiative with the State of Utah (accessible online at: http://www.utah.gov/uecc/reports_eutah.html) was specifically designed as a statewide contract so that political subdivisions could participate without having to issue an RFP and still leverage Network resources and benefits of the self-funded portal model.

Utah Interactive, portal managers for Utah.gov, offers web design services, Internet application development and infrastructure components such as Internet Payment Gateway services, hosting, Automated Forms Submission, WebIVR and a Certificate Gateway Module for Digital Certificate authentication. This model has successfully supported many State, city and county initiatives and all of these resources are available to Salt Lake City Corporation through the statewide contract already in place.

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3.5 years

In fact, for the past six months we have been working with Salt Lake City Corporation, specifically Jim Benton, Edna Drake and Steve Whittaker, on the online One Stop Business Registration application.

Because our purpose is to help Utah governments build Internet based service delivery channels for citizens, we feel it is best to use resources towards this end under the State Contract rather than exploring alternative opportunities through the RFP process. However, we are eager to support your initiative and feel that we could make a significant contribution by offering our experience, expertise and an understanding of Utah government. Please do not hesitate to contact myself, or Angela Shelby (Director of Product Management) should you have any questions.

Again, thank you for your consideration.

under our current contract.

Amy Sawyer
General Manager
Utah Interactive, Inc.



Salt Lake City Corporation

Request for Proposal, RFP No. 0103RFP030010

WEB AND MULTIMEDIA DESIGN AND CONSULTING SERVICES

Information Management Services Division

Specification No. IM-024, Contract No. 65-1-02-6568, Rev. September 20, 2002/dsbh

INFORMATION & REQUIREMENTS

- I. **OBJECTIVE.** Salt Lake City Corporation (the "City"), is soliciting competitive sealed proposals from qualified consultants to provide assistance in innovative web design and implementation services. The City currently has an award winning web site. It is our intent to enhance this site by redesigning portions or the entire site and incorporating more end user services into its pages.

- II. **BACKGROUND.** Salt Lake City is a major metropolitan area providing a significant range of municipal services, including an international airport, a county-wide public utilities agency for water treatment, sewer and storm water drainage, and support services for a large commercial and business district.

The City implemented one of the first municipal Internet sites (Gopher) in 1993. The current web site, (www.slcgov.com), has been recognized as one of the top 5 local government websites nationally by Brown University and Yahoo. It is our goal to continuously enhance and improve the website to provide the citizens of Salt Lake City and other users of the site the most positive experience possible. We are committed to continuing our leadership in this arena and to helping set the standard to which other municipal sites will be measured.

The Web page is expected to:

- Provide a wide range of services 24-hours and 7-days per week
- Have a creative and professional look and feel
- Provide a quality impression of the City
- Be easy to navigate
- Be dynamic in nature allowing quick and easy content changes.

The general look and feel of the website should be inviting to interested parties. The most advanced color schemes, page designs, and multimedia techniques are expected to be integrated into the site. Navigation within the site must be uncomplicated and intuitive to facilitate movement to areas of interest.

The City is looking for assistance in expanding and developing services conducted from the website. Such services include, but are not be limited to:

- Payment of bills (property assessments, traffic tickets, City utility bills, etc.)
- Request for City services (tree trimming, fire inspection, building permits, engineering permits, business licenses, etc.)
- Application for permits, licenses, and other types of transactions currently requiring a trip to City Hall.

The site must also provide information regarding City departments and officials, regional activities and events, and other general information. The dynamic nature of these events makes maintainability of the website a critical factor.

In addition, the website needs to be designed in such a way as to be useable by persons with disabilities and must comply with the appropriate ADA rules, guidelines, and regulations.

Also, the City operates a Government Access Channel, (SLCTV), available to City residents subscribing to ATT cable services. The site is used to give information about meetings, activities, and other events that are of interest to the citizens of Salt Lake City and it is expected that we will provide access to SLCTV via the website.

The City expects to enter into one or more **non-exclusive** contracts with qualified firms to assist the City in reaching these goals. The assistance required includes, but is not limited to, the following areas:

- ✱ • Overall direction and vision
- ✱ • Turnkey solutions for particular areas or applications
- ✱ • Internet programming assistance
- ✱ • Assist department Web Masters with design and functionality of their various sites when requested.
- Consulting and professional services related to creation of content for SLCTV.

III. PROPOSAL SUBMISSION

- ❑ Sign and return the **Proposal Response Cover Sheet (Attachment 1)** with your hardcopy proposal. The form must be signed by a company representative authorized to bind the offeror contractually.
- ❑ Prepare proposal response in hardcopy **and as a functional website** including all response information required in **Proposal Content and Evaluation Criteria** section of **Attachment 1**. The functional website must be accessible via the Internet. Please copy the entire proposal website to CD. Two (2) copies of this CD must be included with your proposal response.
- ❑ Keep in mind that the city's selection committee will evaluate the hardcopy and the website not only for all technical criteria as stipulated in this RFP but also on creativity, style and ease of use. **The hardcopies (original + 8), internet website, and CD's** constitute your official response.

- ❑ Submit **original hardcopy proposal, signed cover sheet, eight (8) complete proposal copies and the two (2) website CD's** in a sealed envelope or other sealed container.
- ❑ Mark envelope or container with RFP No. **0103RFP030010** and submission deadline date.
- ❑ **Submission Deadline: 3:00 pm, Thursday, October 17, 2002**
- ❑ Submit to: Salt Lake City Corporation
Purchasing, Contracts & Property Mgmt Div.
451 South State, Room 235
Salt Lake City, UT 84111
- ❑ Proposals received after the 3:00 pm deadline will be placed in the file unopened and will not be viewed or considered.
- ❑ Proposals will be opened in a manner preventing disclosure of proposal contents. The names of offerors responding to the solicitation will be made available immediately thereafter. Proposals will then be sent to the City appointed selection committee for evaluation.

IV. ADDITIONAL INFORMATION

For additional information concerning the technical services specified in this Request for Proposal, interested parties may contact Bill Haight in the Information Management Services Division, telephone (801) 535-7977, email (bill.haight@ci.sl.c.ut.us).

For information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, interested parties may contact Bryan Hemsley in the Purchasing, Contracts & Property Management Division: telephone (801) 535-6347; TDD (801) 535-6021; FAX (801) 535-6190; e-mail (bryan.hemsley@ci.sl.c.ut.us).

ATTACHMENT 1

Proposal Response Cover Sheet

RFP No. 0103RFP030010

PROPOSAL FOR WEB AND MULTIMEDIA DESIGN AND CONSULTING SERVICES



TO: Salt Lake City Corporation
Chief Procurement Officer
Purchasing, Contracts & Property Management Division
451 South State Street - Room 235
Salt Lake City, Utah 84111

The undersigned, having carefully read and considered the Request for Proposal to provide WEB AND MULTIMEDIA DESIGN AND CONSULTING SERVICES, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

OFFEROR

Company Name: _____

Doing business as: an individual a partnership a corporation (mark appropriate box), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone () _____ FAX () _____

E:mail Address _____

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. _____ **OR** Social Security No. _____
(Corporation or Partnership) (Individual)

Your Proposal Internet Site URL: _____

Internet Site Access ID: _____

Internet Site Access Password: _____

ALL RESPONSES MUST INCLUDE THIS COVER SHEET & THE FOLLOWING RESPONSE REQUIREMENTS IN WEB PAGE FORMAT ON CD

PROPOSAL CONTENT & EVALUATION CRITERIA FOR WEB AND MULTIMEDIA DESIGN AND CONSULTING SERVICES

ALL PROPOSALS SUBMITTED FOR EVALUATION MUST BE PREPARED IN HARDCOPY AND AS A WEBSITE COPIED TO CD AND MUST INCLUDE, AT A MINIMUM, THE FOLLOWING INFORMATION AND MATERIALS:

- A. A statement of the firm's experience and qualifications to meet the requirements of the City as outlined herein. In addition, include the following information:
1. A minimum of three (3) references including the names, titles and telephone numbers of contact persons who can speak to the firm's ability to perform the services required.
 2. Include the URL's of websites that the offeror has developed, these websites must be sufficient to demonstrate the offeror's ability to perform the required services.
 3. Include the resumes of individuals that will be assigned to the account. This must include at a minimum the primary contact and/or project manager. If designers and developers will be assigned on a project-by-project basis, include a statement outlining the minimum qualifications that will be used in determining the people that will be assigned.
 4. A statement of offeror's ability and willingness to work within the City's critical time constraints.
- B. Description of the services that your firm proposes to offer to the City. The City will evaluate submissions on their creativity, functionality, ease of use, maintainability, etc. Submissions should appeal to a diverse range of end users including the business community, citizens, tourists, etc. The development services required include, but are not limited to, the following areas:
- Overall direction and vision
 - Turnkey solutions for particular areas or applications
 - Internet programming assistance
 - Assist department Web Masters with design and functionality of their various sites when requested.
 - Consulting and professional services related to creation of content for SLCTV and the web site.
- C. In addition to the specific services requested by this RFP, identify and/or recommend any additional services, products, special knowledge or skills provided by your firm that would be beneficial to the City in meeting its service needs. Identify any costs for such services, products, knowledge, or skills. If there is a better way for the City to define the services that it has requested herein please provide proposed methods to achieve better pricing and/or service.

- D. Include a brief discussion of the project management methodology and tools that will be used in tracking of deliverables and the delivery of products and services on-time and within-budgetary constraints.
- E. The City is interested in different pricing structures for the various required services. Offerors may provide pricing proposals for ANY or ALL of the following pricing options. Please provide a narrative description for each option that you are offering

OPTION 1: Time and materials proposal. This proposal should be open-ended so the City can request guidance, development, and/or implementation assistance on an hourly basis. Prices quoted should state a specific hourly rate (including all travel, per diem, appropriate taxes, insurance coverage, etc.) for all the various levels of expertise submitted.

OPTION 2: Fixed and guaranteed price for specific functions (i.e., a fixed price for designing a specific online application system and/or developing such a system from predefined specifications).

OPTION 3: Other pricing plans your firm proposes.

2 (Interest in alternate fuel use and other environmental matters. The City has an interest in measures used by service and product providers to insure minimal adverse impact on the environment. Please list measures such as alternative fuel vehicles, recycling measures and energy reduction measures used by your firm.

If you have any exceptions to this Request for Proposal and the attached Sample Agreement they must be included as specified in **Paragraph IV of Attachment 2, General Proposal Instructions & Information.**

ORAL INTERVIEWS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE CONTRACTORS. THE DECISION OF THE CITY'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

ATTACHMENT 2
General Proposal Instructions & Information
RFP No. 0103RFP030010



Electronic version of this document including all attachments and exhibits are available for download in electronic format from the Salt Lake City Purchasing, Contracts and Property Management Division website: <http://www.slcpurchasing.com>

I. AWARD BY WRITTEN AGREEMENT

The offeror selected to provide the services/products shall be required to enter into a written agreement in substantially the form as shown in the attached **SAMPLE AGREEMENT** (***ATTACHMENT 3***) which shall be the basic form used to develop the final agreement.

- Signature on the Proposal Cover Sheet acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements.
- If offeror has any exceptions to the Sample Agreement, the procedures stated under Paragraph IV, EXCEPTIONS, of this section must be followed.
- Offerors should pay particular attention to insurance coverage requirements specified in Paragraph 5 of the Sample Agreement. The selected contractor will be required to provide insurance certificates at the time of notification of conditional award.

II. PREPARATION OF PROPOSALS

- A. Failure to Read. Failure to read the Request for Proposal and these instructions will be at the offeror's own risk.
- B. Cost Of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

III. PROPOSAL INFORMATION

- A. Discussions With Offerors. The City may conduct discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award. However, proposals may be accepted without such discussions, at the City's option.
- B. Equal Opportunity. The City will make every effort to ensure that all offerors 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.

- C. Proposal Ownership. All proposals, including attachments, supplementary materials, CD data, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Rejection Of Proposals.
- The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
 - No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the Purchasing, Contracts & Property Management Division. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- E. Failure To Submit A Proposal. Failure to submit a proposal (or to advise the City Purchasing, Contracts & Property Management Division that future Requests for Proposal are desired) may result in the removal of your firm from the prospective offerors list.

IV. EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT

If offeror takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments said exceptions must be clearly identified in the response to this RFP. **Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions."** Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

Should the City omit anything from this Request for Proposal which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the offeror shall secure written instructions from the Purchasing, Contracts & Property Management Division at least forty-eight (48) hours prior to the time and date of the proposal opening shown above.

V. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Offeror that is submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and

Management Act, Title 63, Chapter 2, Utah Code Annotated. The City generally considers proposals and all accompanying material to be public and subject to disclosure. **Any material considered by the Offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied.** The City cannot guarantee that any information will be held confidential. Under Section 63-2-304 of the Government Records Access and Management Act, if the Offeror makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the Offeror of such determination. The Offeror is entitled under the Government Records Access and Management Act to appeal an adverse determination. **The City is not obligated to notify the Offeror of a request, and will not consider a claim of confidentiality, unless the Offeror's claim of confidentiality is made in a timely basis and in accordance with the Government Records Access and Management Act.**

VI. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

The offeror represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

ATTACHMENT 3
SAMPLE AGREEMENT

RFP No. 0103RFP030010

The Sample Agreement will be subject to review and modification by the City
Attorney's Office.



CONTRACT NO. 65-1-02-6568

Rev. August 6, 2002/ds

SAMPLE AGREEMENT

WEB AND MULTIMEDIA DESIGN AND CONSULTING SERVICES

FOR THE SALT LAKE CITY INFORMATION MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as of _____ by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter "City", and Ø, a __, hereinafter "Contractor".

WITNESSETH:

WHEREAS, Contractor desires to provide certain Internet design, guidance and implementation services for the City, and

WHEREAS, City desires to engage Contractor for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1. Contractor agrees to provide for the City the web and multimedia design and consulting services described in Exhibit "A" attached hereto for a period of one (1) year commencing as of the date of execution of this Agreement. City may extend this Agreement for four (4) additional 1-year time periods, renewable on an annual basis, under the same terms and conditions. Notice of time extensions shall be in writing served upon the Contractor by regular mail at least thirty (30) days prior to the expiration of the original term of this Agreement, or any current extension, in order for such extension to be effective. After all annual extensions have been exercised City shall have the right to extend this Agreement on a month-to-month basis for a period not to exceed four (4) months. Notice of the month-to-month extension shall be in writing served upon the Contractor by regular mail at least ten (10) days prior to the expiration of the last annual extension, in order for such extension to be effective. City shall give at least five (5) days written notice of cancellation of the month-to-month extension. This is a non-exclusive Agreement and the City reserves the right to acquire the services, at its discretion, from other sources during the term of this Agreement. All financial commitments by the City shall be subject to the availability of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. Said provision of Internet design, guidance and implementation services shall consist of the services and requirements listed under Exhibit "A", Scope of Work, attached and incorporated by reference.

3. For such services, Contractor shall be paid as specified under Exhibit "B", Schedule of Fees, attached and incorporated by reference.

4. For such consideration, Contractor shall furnish all materials, supervision, labor and equipment to complete the requirements of this Agreement.

5. Contractor, at its own cost, shall secure and maintain the following minimum insurance coverage:

A. Worker's compensation and employer's liability insurance sufficient to cover all Contractor's employees pursuant to Utah State statutes. **This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships.** The certificate and policy shall provide that coverage thereunder shall not be canceled or reduced without at least thirty (30) days prior written notice to the City.

B. Commercial general liability insurance with the City named as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate. The policy shall protect the City, Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Contractor's operations under this Agreement, whether performed by Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days prior written notice to the City.

C. Commercial automobile liability insurance that provides coverage for owned, hired and non-owned automobiles, with the City named as an additional insured, in the minimum amount of \$1,000,000 per occurrence. The certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days written notice to the City.

D. Contractor shall furnish Certificates of Insurance, acceptable to the City, verifying the foregoing concurrent with the execution hereof and thereafter as required.

E. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and shall be either:

(1) Rated with an A- or better rating in the most current edition of *Best's Key Rating Guide—Property-Casualty United States.*

--OR--

(2) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570) (as amended)*

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by the City, certifying coverage in

compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to the Salt Lake City Attorney's Office.

6. Contractor shall obey all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments which may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and Contractor shall hold the City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by the City as a result of such violation.

7. The City may cancel this Agreement for any reason, and without any liability therefor, upon giving the Contractor thirty (30) calendar days prior written notice. Such notice shall be sent to the last known address of the Contractor.

8. The City may, without prejudice to any right or remedy, and without the necessity of giving the thirty (30) calendar days notice provided in Paragraph 7 above, terminate this Agreement for cause in the event Contractor fails to fulfill, in a timely or satisfactory manner, any of the Terms and Conditions set forth in this Agreement, and fails to cure any default after seven (7) calendar days written notice from the City of such default or breach.

9. If this Agreement is canceled or terminated as provided herein, City shall pay the Contractor on the basis of actual services satisfactorily performed as calculated by the City.

10. Contractor, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

11. Contractor shall warrant that the work performed does not infringe upon or violate any valid patent, copyright, trade secret or any other proprietary right of any third party. In the event of any claim by any third party against City, City shall promptly notify Contractor and Contractor shall defend any such claim in City's name, at Contractor's expense, and shall indemnify, save harmless and defend City against any loss, cost, expense or liability (including attorney's fees) arising out of such claim, whether or not such claim is successful. City, additionally, shall have the right to be represented by its own counsel, but such representation shall be at City's own expense. At the request and expense of Contractor, City shall actively cooperate and assist Contractor to the fullest extent in the defense of any such legal actions or proceedings.

12. Contractor agrees to indemnify, save harmless and defend the City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, arising out of Contractor's intentionally wrongful, reckless or negligent performance hereunder. If the City's tender of defense, based upon this indemnity provision, is rejected by Contractor, and Contractor is later found by a court of competent jurisdiction to have been required to indemnify the City, then in addition to any other remedies City may have, Contractor shall pay the City's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein shall be construed to require the indemnitor to indemnify the indemnitee against the indemnitee's own negligence.

13. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** Contractor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

14. Contractor is not an employee of the City for any purpose whatsoever. The Contractor is an independent contractor at all times during the performance of the services specified.

15. All developed software, domain names, and any data collected as a result of this Agreement shall become the property of the City and shall not be returned to the Contractor.

16. Contractor shall not publicize or refer to the 2002 Winter Olympic Games, the year 2002 or Salt Lake City in an Olympic context, or imply any connection between itself and the Olympic Games, in any advertising, marketing and other materials.

17. All notices shall be directed to the following addresses:

City: Salt Lake City Corporation
Information Management Services
Attention: Bill Haight
349 South 200 East - Suite 200
Salt Lake City, Utah 84111

Contractor: Ø

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18. This Agreement shall not be assigned by either party without the prior written consent of the other party.

19. Contractor's obligations are solely to the City and the City's obligations are solely to Contractor. This Agreement shall confer no third party rights whatsoever.

20. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both parties.

21. Any ambiguity in this Agreement shall be construed in favor of the City.

22. This Agreement shall be enforced in and governed by the laws of the State of Utah.

EXHIBIT "A"

SCOPE OF WORK

WEB AND MULTIMEDIA DESIGN AND CONSULTING SERVICES

I. GENERAL

- A. Contractor, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.commerce.state.ut.us.

- B. Contractor shall assume full responsibility for damage to City property and data caused by Contractor's employees or equipment as determined by designated City personnel.
- C. Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, equipment, transportation, and related activities and equipment.
- D. Contractor shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

II. RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but shall not be limited to, the following.

NOTE: This section to be completed after conditional award(s).

III. DISCLOSURE OF CITY RECORDS

Since the City shall own the documents and software generated by the Contractor pursuant to this Agreement, the Contractor agrees that it shall not, without written approval by the City, disclose publicly said records. Contractor understands that the information obtained in the performance of this Agreement is confidential and may be shared with employees of the City or others only on a need to know basis.

EXHIBIT "B"

SCHEDULE OF FEES

WEB AND MULTIMEDIA DESIGN AND CONSULTING SERVICES

I. GENERAL

- A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, transportation and related costs. No other charges shall be allowed.
- B. City is exempt from sales, use and federal excise taxes on these products and/or services. Exemption certificates shall be furnished when federal excise tax is exempted.
- C. Fixed and guaranteed prices agreed to for particular services shall not be changed, except by written agreement of the parties hereto. All other prices stated herein shall be firm for the initial year of this Agreement, after which they may be adjusted for annual option periods pursuant to the terms of Section III below (OPTION RENEWAL PERIOD PRICE ADJUSTMENT).

II. PRICING/FEES

NOTE: This section to be completed after conditional award(s).

III. OPTION RENEWAL PERIOD PRICE ADJUSTMENT.

Prices stated are firm for the initial one-year term of this Agreement. If this Agreement is extended for additional option periods, price adjustments may be made, however, any request for price adjustment shall be made prior to the beginning date of the contract option renewal. Contractor shall calculate and make a request of the City that the price(s) for the next renewal year be increased by the lesser of three percent (3%), or the same percentage increase, if any, in the latest published Consumer Price Index, 'All Urban Consumers (CPI-U), "US City Average" published by the Bureau of Labor Statistics of the US Federal Government. If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties.

IV. INVOICING AND PAYMENT

City shall make payment to Contractor for all services performed by Contractor pursuant to this Agreement. Contractor shall submit a written invoice, in duplicate, for services rendered and City shall pay the invoiced fee within thirty (30) days after receipt of the invoice by City.

Invoices shall be submitted to: Salt Lake City Corporation
Information Management Services
Attention: Bill Haight
349 South 200 East - Suite 200
Salt Lake City, Utah 84111

