

SALT LAKE VALLEY EMERGENCY COMMUNICATIONS CENTER
REQUEST FOR PROPOSALS (RFP)

RFP No. 2026-07

Insurance Consultant & Employee Benefits Broker Services

Issue Date: 07/27/2026

Proposal Due Date: 08/10/2026

Procurement Officer:

Tyson Montoya, Chief Financial Officer

Salt Lake Valley Emergency Communications Center

5360 South Ridge Village Drive

West Valley City, Utah 84118

Email: tmontoya@vecc911.com

TABLE OF CONTENTS

1. Invitation For Proposals	3
2. Procurement Schedule	3
3. Procurement Officer And Communications	3
4. Background Of SLVECC	4
5. Project Objectives	5
6. Scope Of Services	6
7. Regulatory Compliance Services.....	8
8. Procurement And Renewal Services	9
9. Employee Communications	9
10. Reporting Requirements	9
11. Performance Standards	10
12. Minimum Qualifications	11
13. Proposal Preparation Instructions	11
14. Proposal Content Requirements	12
15. Cost Proposal	14
16. Required Certifications	15
17. Proposal Submission	16
18. Proposal Modification Or Withdrawal	17
19. Proposal Validity.....	17
20. Evaluation Process	18
21. Evaluation Criteria	19
22. Clarifications	20
23. Interviews And Presentations	21
24. Best And Final Offers (BAFO)	21
25. Negotiations	21
26. Notice Of Intent To Award	21
27. Reserved Rights Of SLVECC	22
28. Protest Procedures	22
29. Contract Execution.....	23
30. Standard Procurement Terms And Conditions.....	24
31. Addenda	24

32. Proposal Costs.....	24
33. Proposal Ownership	25
34. Errors And Omissions	25
35. Withdrawal Of Proposals	25
36. Cancellation Of Solicitation	25
37. Public Records (Grama)	25
38. Confidential Information.....	26
39. Conflict Of Interest	26
40. Ethics	26
41. Non-Discrimination	26
42. Equal Opportunity	27
43. Compliance With Laws	27
44. Lobbying Restrictions	27
45. Debarment And Suspension	27
46. Subcontractors	27
47. Assignment.....	27
48. Survival.....	28
49. Severability	28
50. Waiver	28
51. Procurement File.....	28
52. Reserved Rights.....	28
Appendix A. Information Security Requirements.....	30
Appendix B. HIPAA Business Associate Provisions (Conditional).....	32
Appendix C. Insurance Requirements	33

1. Invitation For Proposals

The Salt Lake Valley Emergency Communications Center ("SLVECC") invites qualified firms to submit sealed proposals to provide professional insurance consulting and employee benefits brokerage services.

SLVECC seeks a highly qualified consultant capable of providing strategic employee benefits consulting, insurance brokerage services, market analysis, carrier negotiations, regulatory compliance support, and ongoing benefits administration consulting.

The successful Offeror will serve as SLVECC's trusted advisor regarding employee health and welfare benefit programs while assisting the organization in maintaining competitive benefits, controlling costs, complying with applicable laws, and supporting the strategic objectives of the organization.

This solicitation is issued in accordance with the procurement authority of the Salt Lake Valley Emergency Communications Center and applicable provisions of Utah law governing public procurement by interlocal entities.

Nothing contained within this Request for Proposals shall obligate SLVECC to award a contract or reimburse any costs incurred in the preparation of a proposal.

2. Procurement Schedule

SLVECC anticipates the following procurement schedule. Dates may be modified by written Addendum.

Milestone	Date
RFP Issued	07/27/2026
Deadline for Questions	08/05/2026
Responses to Questions Issued	08/06/2026
Proposal Due Date	08/10/2026
Evaluation Period	08/13/2026
Notice of Intent to Award	08/17/2026
Contract Commencement	01/01/2027

3. Procurement Officer And Communications

Procurement Officer

The Procurement Officer for this solicitation is:

Tyson Montoya

Chief Financial Officer

Salt Lake Valley Emergency Communications Center

The Procurement Officer is the only individual authorized to:

- Interpret the solicitation;
- Issue written addenda;
- Receive questions regarding this procurement;
- Accept proposals;
- Conduct procurement communications;
- Recommend contract award.

No oral statement by any SLVECC employee, Board member, consultant, or representative shall modify or interpret this solicitation. Only written addenda issued by the Procurement Officer shall be binding.

Questions Regarding the Solicitation

Questions shall be submitted in writing via email no later than the deadline identified in the Procurement Schedule.

Questions shall include:

- RFP Number
- Company Name
- Contact Person
- Question Number
- Specific RFP Section

SLVECC reserves the right to:

- decline to answer questions submitted after the deadline;
 - combine similar questions;
 - revise the solicitation through written addenda.
-

Addenda

Any changes to this solicitation shall be made only by written Addendum issued by the Procurement Officer.

Offerors are responsible for acknowledging receipt of all Addenda in their Proposal.

Failure to acknowledge Addenda may result in a proposal being determined non-responsive.

Unauthorized Communications

Offerors shall not communicate regarding this solicitation with any:

- Board Member
- Executive Director
- Department Director
- Evaluation Committee Member
- Employee

except through the Procurement Officer.

Violation of this provision may result in disqualification.

4. Background Of SLVECC

The Salt Lake Valley Emergency Communications Center (SLVECC) is a political subdivision and interlocal entity organized under the laws of the State of Utah to provide consolidated emergency communications services to participating public safety agencies.

SLVECC serves as the primary Public Safety Answering Point (PSAP) for a significant portion of Salt Lake County, providing 24-hour emergency communications and dispatch services to law enforcement, fire service, and emergency medical agencies.

SLVECC currently serves approximately 950,000 residents and provides emergency communications services for multiple law enforcement and fire service agencies throughout Salt Lake County.

SLVECC employs approximately 160 full-time personnel and administers a comprehensive employee benefits program that includes medical, dental, vision, life insurance, accidental death and dismemberment insurance, disability benefits, flexible

spending accounts, health reimbursement arrangements, employee assistance services, COBRA administration, wellness programs, and other employee benefit offerings.

SLVECC seeks a strategic consulting partner capable of assisting the organization with long-term benefits planning while ensuring regulatory compliance, fiscal responsibility, and high-quality employee benefit programs.

5. Project Objectives

SLVECC seeks to establish a long-term professional relationship with a qualified employee benefits consultant and insurance broker that will serve as a strategic advisor to the organization. The successful Contractor shall provide objective recommendations that support fiscal stewardship, regulatory compliance, employee satisfaction, and the long-term sustainability of SLVECC's employee benefits program.

The primary objectives of this procurement are to:

1. Maintain a competitive employee benefits program that supports recruitment and retention.
 2. Control long-term healthcare and insurance costs through strategic planning and market analysis.
 3. Ensure compliance with all applicable federal and Utah laws governing employee benefit plans.
 4. Improve employee understanding and utilization of benefit programs.
 5. Provide executive-level consulting and reporting to the Executive Director, Chief Financial Officer, Human Resources, and Board of Trustees.
 6. Assist SLVECC in evaluating innovative funding strategies and emerging benefit solutions.
 7. Ensure transparency in all compensation received by the Contractor, including direct fees, commissions, overrides, incentive compensation, or other remuneration from carriers or third parties.
-

6. Scope Of Services

The Contractor shall provide comprehensive insurance consulting and employee benefits brokerage services. Services shall include, but are not be limited to, the following.

6.1 Strategic Benefits Consulting

The Contractor shall:

- Develop a multi-year employee benefits strategy aligned with SLVECC's organizational goals.
 - Evaluate current benefit offerings against comparable Utah public employers.
 - Recommend enhancements or modifications based on utilization, market conditions, and workforce needs.
 - Prepare annual strategic planning reports.
 - Present recommendations to executive leadership and the Board of Trustees.
-

6.2 Employee Medical Benefits

Provide consulting and brokerage services for:

- Medical insurance
- Prescription drug programs
- High-Deductible Health Plans (HDHP)
- Health Savings Accounts (HSA)
- Health Reimbursement Arrangements (HRA)
- Telehealth programs
- Preventive care initiatives

Services shall include:

- Market analysis
 - Renewal negotiations
 - Plan design alternatives
 - Cost projections
 - Claims trend analysis
 - Pharmacy utilization analysis
-

6.3 Dental Benefits

Provide consulting for:

- PPO plans
 - Preventive plans
 - Orthodontic coverage
 - Voluntary dental options
-

6.4 Vision Benefits

Consulting services shall include:

- Carrier evaluation
- Network adequacy

- Utilization review
 - Cost analysis
-

6.5 Life and Disability Benefits

Consulting shall include:

- Basic Life
- Voluntary Life
- AD&D
- Short-Term Disability
- Long-Term Disability

The Contractor shall evaluate adequacy of current coverage and recommend improvements.

6.6 Voluntary Benefits

Consulting shall include:

- Critical Illness
 - Accident Insurance
 - Hospital Indemnity
 - Identity Theft Protection
 - Legal Plans
 - Pet Insurance
 - Other voluntary employee-paid programs
-

6.7 COBRA Administration

The Contractor shall provide guidance regarding:

- COBRA administration
 - Vendor performance
 - Regulatory compliance
 - Employee notifications
-

6.8 Flexible Spending and Health Reimbursement Programs

Provide consulting regarding:

- Flexible Spending Accounts
 - Health Reimbursement Arrangements
 - Dependent Care Accounts
-

6.9 Wellness Programs

Assist SLVECC with:

- Wellness program design
- Participation strategies

- Incentive development
 - Return-on-investment analysis
 - Annual wellness reporting
-

6.10 Employee Assistance Program (EAP)

Review:

- Current vendor
 - Utilization
 - Service effectiveness
 - Alternative providers
-

6.11 Workers' Compensation Consulting

Provide consulting regarding:

- Claims trends
 - Experience modification factor
 - Loss prevention
 - Return-to-work initiatives
 - Carrier marketing
-

6.12 Self-Funded and Alternative Funding Analysis

Upon request, the Contractor shall evaluate:

- Fully insured plans
- Level-funded plans
- Partially self-funded plans
- Self-funded plans
- Captive arrangements
- Stop-loss insurance

Provide detailed financial modeling including projected costs, reserve requirements, and associated risks.

7. Regulatory Compliance Services

The Contractor shall provide ongoing regulatory compliance support, including monitoring legislative and regulatory developments affecting employee benefit programs.

At a minimum, the Contractor shall provide guidance regarding:

- Affordable Care Act (ACA)
- HIPAA Privacy and Security
- COBRA
- ERISA (as applicable)
- Internal Revenue Code Section 125
- Medicare Part D Creditable Coverage

- Mental Health Parity
- Women's Health and Cancer Rights Act
- Newborns' and Mothers' Health Protection Act
- Consolidated Appropriations Act (CAA)
- Transparency in Coverage requirements
- Prescription Drug Data Collection (RxDC), if applicable
- PCORI reporting, if applicable

The Contractor shall promptly notify SLVECC of significant legislative or regulatory changes that may affect employee benefit plans and provide recommendations for compliance.

8. Procurement And Renewal Services

The Contractor shall assist SLVECC with procurement activities for employee benefit programs, including:

- Preparing Requests for Proposals
 - Developing technical specifications
 - Conducting carrier marketing
 - Evaluating proposals
 - Preparing comparison summaries
 - Negotiating pricing
 - Negotiating contract terms
 - Assisting with implementation
-

9. Employee Communications

The Contractor shall assist with:

- Annual Open Enrollment
 - Employee benefit guides
 - Benefit comparison materials
 - Enrollment presentations
 - Employee meetings
 - Educational materials
 - New employee orientation
 - Benefits website recommendations
 - Electronic enrollment support
-

10. Reporting Requirements

At a minimum, the Contractor shall provide:

Monthly

- Claims summary

- Service activity report
- Regulatory updates

Quarterly

- Financial analysis
- Utilization review
- Benchmark comparisons
- Emerging market trends

Annually

- Strategic Benefits Report
- Five-year forecasting
- Renewal recommendations
- Executive presentation
- Board presentation

Reports shall be provided electronically in formats acceptable to SLVECC.

11. Performance Standards

The Contractor shall meet the following minimum performance standards:

Performance Measure	Standard
Response to routine inquiries	Within one business day
Response to urgent matters	Within four business hours
Regulatory alerts	Within five business days of material changes
Renewal strategy	At least 120 days before renewal
Renewal recommendations	At least 90 days before renewal
Board presentation materials	At least seven days before the meeting
Claims reporting	Monthly
Strategic planning meeting	Annually

Failure to consistently meet these standards may constitute a material breach of the Agreement.

12. Minimum Qualifications

To be considered responsive, an Offeror shall demonstrate that it:

1. Is legally authorized to conduct business in the State of Utah.
2. Has at least five (5) years of experience providing employee benefits consulting and brokerage services to public-sector employers.
3. Maintains all licenses required by the Utah Insurance Department.
4. Employs licensed insurance producers in good standing.
5. Has experience with organizations employing at least 100 benefit-eligible employees.
6. Has demonstrated experience serving governmental entities, municipalities, counties, interlocal entities, or special service districts.
7. Maintains professional liability (Errors & Omissions) insurance with limits of not less than \$1,000,000 per claim.
8. Has not been debarred, suspended, or declared ineligible by any federal, state, or local governmental agency within the past five years.
9. Possesses sufficient financial stability and organizational capacity to perform the services described in this RFP.
10. Agrees to comply with all applicable federal, state, and local laws and regulations.

13. Proposal Preparation Instructions

13.1 General Instructions

Offerors shall prepare proposals that are complete, concise, and responsive to the requirements of this Request for Proposals (RFP). Proposals should provide sufficient detail to permit a comprehensive evaluation of the Offeror's qualifications, experience, technical approach, and ability to successfully perform the required services.

SLVECC encourages clear, organized proposals that directly address each evaluation criterion.

Proposals containing false, misleading, or materially incomplete information may be determined non-responsive.

13.2 Proposal Organization

Proposals shall be organized in the following order:

1. Proposal Cover Sheet
2. Executive Summary
3. Company Profile
4. Minimum Qualifications
5. Technical Proposal
6. Project Team
7. Relevant Experience
8. References
9. Cost Proposal
10. Required Certifications
11. Exceptions
12. Appendices (optional)

Failure to follow this organization may reduce evaluation efficiency and may negatively impact scoring.

13.3 Proposal Format

Proposals should:

- Use 8½ x 11-inch paper.

- Be prepared in a clear and legible format.
- Include page numbers.
- Include section tabs or bookmarks for electronic submissions.
- Be signed by an individual authorized to bind the Offeror contractually.

Electronic submissions shall be provided in searchable PDF format unless otherwise authorized by the Procurement Officer.

14. Proposal Content Requirements

14.1 Executive Summary

Provide a summary describing:

- The Offeror's understanding of the project.
- Key strengths.
- Unique qualifications.
- Overall approach.
- Commitment to customer service.

Maximum recommended length: three (3) pages.

14.2 Company Profile

Include:

- Legal business name.
 - Corporate structure.
 - Headquarters location.
 - Utah office locations.
 - Years in business.
 - Number of employees.
 - Number of licensed brokers.
 - Number of governmental clients.
 - Ownership information.
 - Financial stability.
-

14.3 Minimum Qualifications

Demonstrate compliance with Section 12.

Include copies of:

- Utah Insurance licenses.
 - Required certifications.
 - Professional Liability insurance declarations.
 - Business registration.
-

14.4 Technical Proposal

Describe in detail:

- Benefits consulting philosophy.
 - Strategic planning process.
 - Renewal methodology.
 - Carrier marketing strategy.
 - Claims analysis process.
 - Pharmacy consulting capabilities.
 - Compliance services.
 - Technology resources.
 - Open enrollment support.
 - Employee communication strategy.
 - Board reporting.
 - Vendor management.
 - Self-funded consulting experience.
-

14.5 Project Team

Identify:

- Account Executive
- Lead Consultant
- Service Team
- Compliance Specialist
- Analytics Staff
- Enrollment Specialists

Include resumes for all key personnel.

Each resume should include:

- Education
 - Professional licenses
 - Years of experience
 - Public-sector experience
 - Certifications
 - Relevant projects
-

14.6 Relevant Experience

Describe at least five comparable governmental clients.

Include:

- Client name
- Number of employees
- Scope of services

- Years of service
- Primary contact
- Contract value (if public)
- Major accomplishments

SLVECC reserves the right to verify all information provided.

14.7 References

Provide at least two references (State or Governmental preferred)

Each reference shall include:

- Organization
- Contact name
- Title
- Telephone
- Email
- Years served
- Services provided

SLVECC may contact any reference without prior notice.

14.8 Litigation Disclosure

Disclose:

- Pending litigation
- Claims
- Administrative actions
- Regulatory investigations
- Insurance license actions

within the past five years.

Failure to disclose may result in disqualification.

14.9 Financial Stability

Provide evidence demonstrating financial capability.

Examples include:

- Annual report
- Financial statements
- Dun & Bradstreet rating
- Banking reference

SLVECC reserves the right to request additional financial information.

15. Cost Proposal

15.1 General Requirements

Offerors shall submit a separate Cost Proposal.

The Cost Proposal shall clearly identify all compensation the Offeror expects to receive, whether paid directly by SLVECC, by insurance carriers, third-party administrators, or any other source.

Transparency of compensation is a significant evaluation factor.

15.2 Required Pricing Information

Provide:

Direct Fees

- Annual consulting fee
 - Hourly consulting rates
 - Project rates
 - Additional service rates
-

Commission Disclosure

Disclose all anticipated compensation including:

- Medical commissions
- Dental commissions
- Vision commissions
- Life insurance commissions
- Disability commissions
- Voluntary benefit commissions
- Override commissions
- Incentive compensation
- Administrative allowances
- Marketing allowances
- Bonuses
- Revenue sharing

Failure to disclose compensation may result in rejection of the proposal or termination of any resulting agreement.

Optional Services

Identify optional services and associated pricing separately.

Fee Guarantees

State:

- Guaranteed pricing period
 - Escalation methodology
 - Renewal pricing
-

16. Required Certifications

Each proposal shall include the following signed certifications.

Certification 1

Authority to Submit Proposal

The Offeror certifies that the individual signing the proposal has authority to bind the organization.

Certification 2

Non-Collusion

The Offeror certifies the proposal was prepared independently without collusion or improper coordination with another Offeror.

Certification 3

Conflict of Interest

Disclose:

- Relationships with Board Members.
- Relationships with employees.
- Relationships with consultants.
- Financial interests.

If none exist, state:

"No known conflicts exist."

Certification 4

Debarment

The Offeror certifies that neither the organization nor any principal is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any governmental agency.

Certification 5

Compliance with Laws

The Offeror certifies compliance with all applicable:

- Federal laws
 - Utah statutes
 - Administrative rules
 - Professional licensing requirements
-

Certification 6

Truthfulness

The Offeror certifies that all information contained within the proposal is true, accurate, and complete.

17. Proposal Submission

Proposals shall be received no later than the date and time identified in the Procurement Schedule.

Late proposals shall not be accepted.

Electronic submission is preferred.

Proposals shall be submitted to:

Tyson Montoya, Chief Financial Officer

Salt Lake Valley Emergency Communications Center

5360 South Ridge Village Drive

West Valley City, Utah 84118

Email: tmontoya@vecc911.com

Offerors are solely responsible for ensuring timely delivery.

SLVECC assumes no responsibility for transmission failures, electronic delivery issues, or delays beyond its control.

18. Proposal Modification Or Withdrawal

An Offeror may modify or withdraw its proposal at any time prior to the submission deadline by providing written notice to the Procurement Officer.

After the submission deadline, proposals may not be modified except upon written request by SLVECC for clarification.

No changes affecting price or material terms shall be permitted unless requested by SLVECC through a formal Best and Final Offer (BAFO) process.

19. Proposal Validity

Proposals shall remain irrevocable and valid for a period of **ninety (90) calendar days** following the proposal due date.

SLVECC may request an extension of the validity period. Offerors may accept or decline such request without prejudice.

20. Evaluation Process

20.1 General

Proposals shall be evaluated by the Evaluation Committee appointed by the Procurement Officer. The Evaluation Committee shall independently review and score proposals based solely on the criteria established in this RFP.

SLVECC reserves the right to:

- Determine responsiveness and responsibility.
- Request clarifications.
- Verify proposal information.
- Conduct reference checks.
- Conduct interviews or presentations.
- Request revised proposals or Best and Final Offers (BAFOs).
- Negotiate contract terms.
- Award without interviews or negotiations if determined to be in SLVECC's best interest.
- Reject any or all proposals.

Receipt of a proposal does not obligate SLVECC to award a contract.

20.2 Responsiveness Review

Prior to evaluation, proposals shall be reviewed for responsiveness.

A proposal may be determined non-responsive if it:

- Is received after the submission deadline.
- Is unsigned.
- Fails to include required certifications.
- Omits required proposal sections.
- Materially deviates from the requirements of this RFP.
- Contains false or misleading information.
- Fails to meet minimum qualifications.

Only responsive proposals shall proceed to technical evaluation.

20.3 Responsibility Determination

Before award, SLVECC may determine whether the apparent successful Offeror is responsible.

Factors may include:

- Financial capability.
- Professional licensing.
- Past performance.
- References.
- Litigation history.
- Regulatory compliance.
- Organizational capacity.
- Ability to perform within required timelines.

Failure to demonstrate responsibility may result in rejection.

21. Evaluation Criteria

Responsive proposals shall be evaluated using the following weighted criteria.

Evaluation Criterion	Weight
Qualifications and Experience	20%
Public Sector Experience	15%
Technical Approach and Scope of Services	20%
Project Team and Staffing	15%
Cost Proposal and Compensation Transparency	30%
Total	100%

21.1 Qualifications and Experience (20 Points)

Evaluation shall consider:

- Years in business.
 - Organizational stability.
 - Governmental experience.
 - Relevant certifications.
 - Insurance expertise.
 - Regulatory knowledge.
-

21.2 Public Sector Experience (15 Points)

Preference shall be given to firms demonstrating substantial experience providing employee benefits consulting services to:

- Public Safety Agencies
- PSAPs
- Municipalities
- Counties
- Interlocal entities
- Special Districts
- State Agencies

Experience with Utah governmental employers is highly desirable.

21.3 Technical Proposal (20 Points)

Evaluation factors include:

- Understanding of SLVECC's needs.
- Strategic planning approach.

- Renewal strategy.
 - Compliance services.
 - Claims analytics.
 - Pharmacy consulting.
 - Reporting capabilities.
 - Innovation.
 - Technology resources.
 - Implementation methodology.
-

21.4 Project Team (15 Points)

Evaluation shall consider:

- Qualifications.
- Experience.
- Professional licenses.
- Availability.
- Organizational structure.
- Continuity planning.

Preference may be given to firms assigning experienced personnel dedicated to governmental clients.

21.5 Cost Proposal (30 Points)

Evaluation shall consider:

- Consulting fees.
- Commission disclosure.
- Cost transparency.
- Value provided.
- Long-term cost effectiveness.
- Pricing structure.

Lowest cost shall not necessarily receive the highest score.

22. Clarifications

SLVECC may request written clarifications from one or more Offerors.

Clarifications shall not:

- Alter pricing.
- Materially modify the proposal.
- Correct material deficiencies.

Failure to respond within the time specified may result in rejection.

23. Interviews And Presentations

SLVECC reserves the right to invite one or more Offerors to participate in interviews, presentations, or demonstrations.

Interviews may include:

- Executive presentations.
- Technical discussions.
- Claims analysis demonstrations.
- Technology demonstrations.
- Implementation planning.
- Question and answer sessions.

Interview scores may be incorporated into the final evaluation.

Participation in interviews shall be at the Offeror's expense.

24. Best And Final Offers (BAFO)

SLVECC reserves the right to request Best and Final Offers from one or more Offerors determined to be reasonably susceptible of receiving the award.

BAFO requests may address:

- Pricing.
- Scope modifications.
- Staffing.
- Contract exceptions.
- Technical clarifications.

Failure to submit a BAFO shall not automatically eliminate an Offeror from consideration.

25. Negotiations

SLVECC reserves the right to negotiate with the highest-ranked Offeror.

Negotiations may include:

- Scope of services.
- Staffing.
- Pricing.
- Contract language.
- Performance measures.
- Reporting requirements.

If negotiations are unsuccessful, SLVECC may terminate negotiations and begin negotiations with the next highest-ranked Offeror.

26. Notice Of Intent To Award

Following completion of the evaluation process, SLVECC intends to issue a written Notice of Intent to Award to the apparent successful Offeror.

Issuance of a Notice of Intent to Award does not constitute a binding contract.

No contract shall exist until:

- Board approval (if required),
- Successful completion of negotiations,
- Execution of a written agreement by both parties.

SLVECC reserves the right to withdraw the Notice of Intent to Award at any time prior to contract execution.

27. Reserved Rights Of SLVECC

SLVECC reserves the right to:

1. Reject any or all proposals.
2. Waive minor informalities or irregularities.
3. Cancel or reissue this solicitation.
4. Extend deadlines (if needed).
5. Request additional information.
6. Request clarifications.
7. Conduct investigations of Offerors.
8. Verify references.
9. Conduct site visits.
10. Negotiate with one or more Offerors.
11. Request BAFOs.
12. Award all, part, or none of the services.
13. Make multiple awards if determined to be in SLVECC's best interest.
14. Award without interviews or negotiations.
15. Decline to award a contract.

The exercise of these rights shall not create liability to any Offeror.

28. Protest Procedures

Any actual or prospective Offeror who is aggrieved in connection with this solicitation or the award of a contract may file a written protest.

Timing

A protest shall be submitted in writing within the period established by applicable law or SLVECC procurement policy after the event giving rise to the protest.

Contents

The protest shall include:

- Name of the protesting party.
- Solicitation number.
- Statement of facts.
- Legal and factual grounds.
- Requested relief.
- Supporting documentation.

Submission

Protests shall be submitted to:

Procurement Officer

Salt Lake Valley Emergency Communications Center
5360 South Ridge Village Drive
West Valley City, Utah 84118

Email: tmontoya@vecc911.com

Resolution

The Procurement Officer shall review the protest and issue a written determination.

The determination shall constitute SLVECC's initial procurement decision unless further review is provided under SLVECC's procurement policy or applicable Utah law.

Nothing in this section shall be construed to waive any rights or remedies available under applicable law.

29. Contract Execution

The successful Offeror shall execute the Professional Services Agreement within the time specified by SLVECC following award.

Failure to execute the Agreement, provide required insurance certificates, or satisfy other pre-award requirements may result in withdrawal of the award and negotiations with the next highest-ranked Offeror.

No work shall commence until the Agreement has been fully executed by both parties and any required notices to proceed have been issued.

30. Standard Procurement Terms And Conditions

30.1 Purpose

These Standard Procurement Terms and Conditions govern this Request for Proposals ("RFP"), the evaluation of proposals, and any contract resulting from this solicitation. By submitting a proposal, the Offeror agrees to comply with these terms unless specific exceptions are identified in accordance with this RFP.

30.2 Applicable Law

This solicitation and any resulting contract shall be governed by the laws of the State of Utah.

Nothing contained herein shall be construed as a waiver of any governmental immunity, limitation of liability, or legal defense available to SLVECC under the Utah Governmental Immunity Act or other applicable law.

30.3 Procurement Authority

The Chief Financial Officer is designated as the Procurement Officer for this solicitation and is the only individual authorized to:

- Interpret this RFP;
- Receive proposals;
- Issue written addenda;
- Request clarifications;
- Conduct negotiations;
- Recommend contract award.

No other employee, official, or Board member has authority to alter this solicitation.

31. Addenda

SLVECC reserves the right to amend this RFP at any time prior to the proposal due date.

Changes shall be made only through written addenda issued by the Procurement Officer.

Offerors are responsible for acknowledging receipt of all addenda.

Failure to acknowledge addenda may result in the proposal being determined non-responsive if the omission materially affects the proposal.

32. Proposal Costs

All costs incurred in preparing or submitting a proposal shall be borne solely by the Offeror.

SLVECC shall not reimburse any costs associated with:

- Proposal preparation;
 - Interviews;
 - Presentations;
 - Site visits;
 - Negotiations;
 - BAFO preparation;
 - Travel expenses.
-

33. Proposal Ownership

All proposals submitted become the property of SLVECC upon receipt.

Proposals shall not be returned.

Submission of a proposal grants SLVECC the right to retain copies for procurement, audit, and public records purposes.

34. Errors And Omissions

Offerors are responsible for carefully examining the entire solicitation.

Failure to identify conflicts, ambiguities, or omissions shall not relieve the successful Contractor from performing the work required.

If an Offeror discovers an error or ambiguity, the Offeror shall promptly notify the Procurement Officer in writing before the question deadline.

35. Withdrawal Of Proposals

A proposal may be withdrawn before the submission deadline by written notice signed by an authorized representative.

After the submission deadline, proposals shall remain irrevocable for the period stated in this solicitation.

36. Cancellation Of Solicitation

SLVECC reserves the right to:

- Cancel this solicitation;
- Reject any or all proposals;
- Reissue the solicitation;
- Modify the procurement schedule;
- Award all or part of the requested services;
- Decline to award any contract.

Exercise of these rights shall not create liability to any Offeror.

37. Public Records (Grama)

SLVECC is subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Title 63G, Chapter 2.

Except as otherwise provided by law, proposals submitted in response to this RFP are public records after the procurement process is completed.

An Offeror claiming that portions of its proposal are protected shall:

1. Clearly identify each page claimed to be protected.
2. Provide a written claim of business confidentiality.
3. Cite the applicable statutory basis under GRAMA.
4. Provide a concise written explanation supporting the claim.

Blanket claims that an entire proposal is confidential shall not be accepted.

Pricing information, once a contract is awarded, is generally considered public unless protected by law.

SLVECC shall make all determinations regarding record classification in accordance with GRAMA.

38. Confidential Information

Offerors shall not disclose confidential information obtained during this procurement without prior written authorization.

If confidential SLVECC information is provided during discussions or negotiations, the Offeror shall:

- Protect the information from unauthorized disclosure;
- Use the information solely for purposes of this procurement;
- Return or destroy confidential information upon request.

39. Conflict Of Interest

Offerors shall disclose any actual, potential, or perceived conflict of interest that could reasonably affect the procurement or performance of the resulting contract.

Disclosures shall include relationships involving:

- Members of the SLVECC Board of Trustees;
- Executive leadership;
- Employees participating in the procurement;
- Immediate family members of the foregoing.

SLVECC reserves the right to determine whether a disclosed conflict is material and to require mitigation measures or reject the proposal if necessary to protect the integrity of the procurement.

40. Ethics

Offerors shall comply with all applicable federal, state, and local ethics laws.

Offerors certify that they have not:

- Offered gifts or gratuities intended to influence procurement decisions;
- Engaged in collusive bidding practices;
- Improperly communicated with evaluation committee members;
- Attempted to obtain confidential procurement information through unauthorized means.

Violation of this section may result in disqualification.

41. Non-Discrimination

The successful Contractor shall comply with all applicable federal and state laws prohibiting discrimination in employment and the performance of the contract.

The Contractor shall not discriminate on the basis of any characteristic protected by applicable law.

42. Equal Opportunity

The Contractor shall provide equal employment opportunity in hiring, promotion, compensation, and all employment practices consistent with applicable law.

43. Compliance With Laws

The Contractor shall comply with all applicable:

- Federal statutes;
- Utah statutes;
- Administrative regulations;
- Local ordinances;
- Professional licensing requirements.

The Contractor shall maintain all licenses and permits required to perform the services throughout the term of the Agreement.

44. Lobbying Restrictions

Offerors shall not engage in lobbying activities intended to improperly influence the procurement process.

Communications concerning this solicitation shall occur only through the Procurement Officer.

Unauthorized communications may result in disqualification.

45. Debarment And Suspension

The successful Contractor shall immediately notify SLVECC if it becomes suspended, debarred, proposed for debarment, or otherwise ineligible to contract with any governmental entity during the term of the Agreement.

Failure to provide such notice shall constitute a material breach of contract.

46. Subcontractors

The Offeror shall identify all proposed subcontractors.

SLVECC reserves the right to approve or reject proposed subcontractors.

The Contractor shall remain fully responsible for all services performed by subcontractors.

No subcontracting shall relieve the Contractor of any contractual obligation.

47. Assignment

The resulting Agreement may not be assigned, transferred, delegated, or otherwise conveyed without the prior written consent of SLVECC.

Any attempted assignment without consent shall be void.

48. Survival

The following provisions shall survive expiration or termination of the Agreement to the extent necessary to give them effect:

- Confidentiality
- Records Retention
- Audit Rights

- Indemnification
 - Intellectual Property
 - Public Records Compliance
 - Dispute Resolution
-

49. Severability

If any provision of this solicitation or any resulting Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

50. Waiver

Failure by SLVECC to enforce any provision of this solicitation shall not constitute a waiver of that provision or of any other provision.

51. Procurement File

SLVECC shall maintain the official procurement file.

The procurement file may include:

- Solicitation documents
- Addenda
- Questions and answers
- Evaluation records
- Scoring sheets
- Recommendation memoranda
- Notice of Intent to Award
- Executed Agreement
- Required procurement documentation

Records shall be maintained in accordance with SLVECC's records retention schedule and applicable Utah law.

52. Reserved Rights

In addition to other rights stated throughout this RFP, SLVECC expressly reserves the right to:

1. Waive minor informalities that do not materially affect competition.
2. Seek clarification of any proposal.
3. Request additional documentation.
4. Verify all information provided.
5. Conduct reference and background investigations.
6. Conduct financial capability reviews.
7. Conduct interviews and presentations.
8. Request Best and Final Offers.
9. Negotiate with one or more Offerors.

10. Correct obvious clerical errors with the Offeror's written concurrence.
11. Reject proposals that contain material exceptions to the RFP.
12. Cancel or reissue the solicitation when determined to be in the public interest.
13. Make no award if it determines that doing so is in the best interest of SLVECC.

The exercise of any reserved right shall be conducted in a manner that is fair, impartial, and consistent with applicable law.

Appendix A. Information Security Requirements

1. Purpose

The Contractor acknowledges that performance of this Agreement may require access to confidential information, personally identifiable information (PII), protected health information (PHI), employee records, financial information, or other sensitive data owned or maintained by SLVECC.

The Contractor shall implement administrative, technical, and physical safeguards appropriate to protect such information against unauthorized access, disclosure, alteration, destruction, or misuse.

2. Minimum Security Controls

Throughout the term of the Agreement, the Contractor shall maintain, at a minimum:

Identity and Access Management

- Multi-Factor Authentication (MFA) for all remote access and administrative accounts.
 - Unique user credentials for each employee.
 - Role-based access controls.
 - Password management consistent with current NIST guidance.
-

Encryption

All confidential information shall be encrypted:

- during transmission using TLS 1.2 or higher; and
 - at rest using AES-256 or equivalent.
-

Endpoint Security

Contractor shall maintain:

- anti-malware protection;
- endpoint detection and response (EDR) or equivalent;
- operating system patch management;
- application patch management.

Critical security updates shall be applied within thirty (30) days of release unless a documented exception is approved.

Security Awareness Training

All Contractor personnel assigned to the Agreement shall complete annual cybersecurity awareness training covering:

- phishing;
 - ransomware;
 - social engineering;
 - password security;
 - protection of confidential information.
-

Logging and Monitoring

Contractor shall maintain appropriate audit logs sufficient to investigate unauthorized access or suspected security incidents.

3. Security Incident Notification

Contractor shall notify SLVECC **within twenty-four (24) hours** after discovering any actual or suspected:

- unauthorized access;
- ransomware event;
- data breach;
- disclosure of confidential information;
- compromise of employee benefit information.

Notification shall include:

- nature of the incident;
 - information affected;
 - corrective actions;
 - anticipated impact;
 - mitigation efforts.
-

4. Cooperation

Contractor shall fully cooperate with SLVECC during any security investigation including:

- forensic review;
 - evidence preservation;
 - regulatory reporting;
 - employee notifications;
 - corrective action planning.
-

5. Right to Audit

Upon reasonable notice, SLVECC may request documentation demonstrating Contractor's compliance with these security requirements.

Examples include:

- SOC 2 reports
 - Cyber insurance certificate
 - Security policies
 - Vulnerability assessments
 - Independent audit reports
-

6. Return of Data

Upon expiration or termination of the Agreement, Contractor shall:

- return all SLVECC information; or
 - securely destroy such information and certify destruction in writing.
-

Appendix B. HIPAA Business Associate Provisions (Conditional)

Applicability

This Exhibit shall apply only if Contractor creates, receives, maintains, or transmits Protected Health Information (PHI) on behalf of SLVECC.

If Contractor does not perform such functions, this Exhibit shall have no force or effect.

HIPAA Compliance

Contractor shall comply with:

- HIPAA Privacy Rule
 - HIPAA Security Rule
 - HIPAA Breach Notification Rule
 - HITECH Act
 - Applicable guidance issued by the U.S. Department of Health and Human Services
-

Permitted Uses

Contractor may use PHI only to perform services under the Agreement.

Use of PHI for marketing or unrelated commercial purposes is prohibited.

Minimum Necessary Standard

Contractor shall access only the minimum PHI necessary to perform the contracted services.

Safeguards

Contractor shall implement administrative, physical, and technical safeguards sufficient to protect PHI from unauthorized disclosure.

Breach Notification

Contractor shall notify SLVECC **without unreasonable delay and no later than five (5) calendar days** after discovery of a breach involving unsecured PHI.

Notification shall include all information reasonably necessary for SLVECC to comply with applicable breach notification requirements.

Subcontractors

Contractor shall require all subcontractors receiving PHI to execute written agreements imposing HIPAA obligations substantially equivalent to those contained herein.

Return or Destruction

Upon termination, Contractor shall return or destroy all PHI, unless retention is required by law.

Appendix C. Insurance Requirements

The successful Contractor shall maintain the following insurance throughout the term of the Agreement.

Workers' Compensation

Statutory Workers' Compensation coverage as required by Utah law, together with Employer's Liability insurance of not less than:

- \$1,000,000 each accident
 - \$1,000,000 disease policy limit
 - \$1,000,000 disease each employee
-

Commercial General Liability

Commercial General Liability insurance written on an occurrence basis with limits not less than:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate
- \$100,000 fire legal liability

Coverage shall include:

- premises/operations;
- contractual liability;
- personal injury;
- independent contractors.

SLVECC shall be named as an Additional Insured for liability arising from Contractor's performance under the Agreement.

Commercial Automobile Liability

Coverage for owned, hired, leased, and non-owned automobiles with a combined single limit of not less than:

\$1,000,000 per accident

Professional Liability (Errors & Omissions)

Professional Liability insurance with limits of not less than:

\$2,000,000 per claim

Coverage shall remain in effect throughout the Agreement and for not less than two (2) years following completion of services. Claims-made policies shall include continuous coverage or an extended reporting period.

Cyber Liability

Cyber Liability insurance with limits of not less than:

\$2,000,000 per claim

Coverage shall include, at a minimum:

- privacy liability;
- network security liability;
- breach response expenses;
- regulatory defense;

- cyber extortion;
- media liability;
- data restoration.

Crime / Fidelity Coverage

If Contractor receives, controls, or transfers employee benefit funds or premiums on behalf of SLVECC, Contractor shall maintain Crime/Fidelity coverage of not less than:

\$1,000,000

Certificates of Insurance

Prior to contract execution, Contractor shall provide Certificates of Insurance evidencing all required coverages.

Policies shall be issued by insurers authorized to transact business in Utah with an A.M. Best rating of **A- VII** or better (or equivalent financial strength acceptable to SLVECC).

The Contractor shall provide at least thirty (30) days' advance written notice of cancellation, non-renewal, or material reduction in coverage, to the extent permitted by the policy and applicable law.

Failure to maintain the required insurance constitutes a material breach of the Agreement and may result in suspension of work or termination.