

UTAH COUNTY
PUBLIC WORKS DEPARTMENT
2855 South State Street
Provo, Utah 84606
(801) 851-8600

INVITATION TO BID

For

**Utah County Facilities
Solid Waste Disposal Service**

ITB # 2025-22

CLOSING DATE
FOR RECEIPT OF BIDS: Tuesday, November 18, 2025

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

PLACE: Proposals are to be submitted through the State U3P website, using the Bonfire (EUNA) eProcurement platform.

NOTE: The Contractor is responsible for reading the contents of this bid, including but not limited to, the Scope of Work, General Requirements, Specifications, the Drawings, and Agreement. The Contractor is also responsible to visit the work sites before presenting a bid.



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1. INVITATION TO BID

1.1 INTENT

Through this Invitation to Bid (ITB), Utah County intends to select a qualified contractor to provide for solid waste disposal service at County owned or operated facilities throughout Utah County.

The Contractor shall furnish all labor, materials, transportation, tools, equipment, supplies, disposal fees, and other costs required to complete the work in accordance with the terms hereof.

Pursuant to this ITB an agreement will be executed, a sample copy of which is attached as Exhibit C. **The County will not entertain changes to its Standard Terms and Conditions.** The agreement is expected to have an initial term of five (5) years with an option to renew for another five (5) years. However, the County has the right to terminate the contract for its convenience at any time.

1.2 PROCEDURE

The procedure for response to this ITB, evaluation of bids, and selection of a Contractor is as follows:

- A. Interested entities will prepare and submit their bids prior to the specified Closing Date for Receipt of Bids.
- B. Utah County and/or its representatives will evaluate all submitted bids to determine acceptance or rejection of the bids.
- C. The selected bidder(s) will be required to sign an agreement, a sample of which is included as Exhibit C.

1.3 RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all bids must be submitted in the bid format outlined herein.
- C. All prospective bidders must meet the required criteria as of the date of submission.
- D. Respondents must provide all the information requested in the Contractor Information Form.
- E. Utah County has established certain requirements with respect to bids to be submitted by respondents. The use of "shall", "must", or "will", in this ITB indicates a requirement or condition from which a material deviation will not be approved by Utah County.

1.4 BID ORGANIZATION

- A. Each respondent must submit its proposal digitally through the U3P website using the State of Utah's Bonfire (EUNA) account. The proposal must be submitted by **Tuesday, November 18, 2025, at 3:00pm.**

- B. Please submit with the bid the documents listed below. Before a contract can be awarded, the selected contractor must provide all the documents listed below.
1. Completed Contractor's Cost Proposal (Attachment B).
 2. Completed Contractor Information Form (Exhibit A).
 3. Completed Certificate of Non-Collusion (Exhibit B).
 4. A copy of the bidder's current local business license.
 5. A copy of the bidder's current Contractor License issued by the Utah Department of Commerce, Division of Occupational and Professional Licensing.
 6. Proof of required insurance.
 7. Documentation from the County Treasurer of the bidder's county showing that bidder is current on its personal property taxes.

1.5 PROPRIETARY INFORMATION

The Contractor shall mark proprietary information contained in the bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bids. Pricing and service elements of the successful bid will not be considered proprietary.

1.6 QUESTIONS AND CLARIFICATIONS

All questions regarding this ITB must be submitted through the Utah Procurement Place (U3P) Bonfire (EUNA) website or to the Utah County Purchasing Manager, Robert Baxter, at RobertB@utahcounty.gov. All questions and answers will be provided on Bonfire to all prospective bidders. The deadline for submission of questions is five (5) business days prior to the closing date.

1.7 ACCEPTANCE OF BID

- A. Utah County reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.
- B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this ITB, or such party's response.

1.8 DISQUALIFICATION OF BID

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

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the ITB.
- C. Use of any other type of form or format other than those indicated in the ITB.
- D. Failure to provide requested documentation at the time of bid submission.
- E. Illegible responses.
- F. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into an agreement pursuant to an award, or any other unauthorized conditions, limitations or provisions.

- G. If the bidder is unable to evidence a satisfactory record of integrity.
- H. If the bidder is not qualified legally to contract.
- I. If the bid at the opening does not contain a signed bid, and a signed certificate of non-collusion.
- J. Utah County reserves the right to reject any or all bids.

1.9 DISPOSITION OF BIDS

All bids (and the information contained therein) shall become the property of Utah County. No bid shall be returned to the respondent regardless of the outcome of the selection process.

1.10 INTERPRETATION OF ITB

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

1.11 EVALUATION CRITERIA

All bids will be evaluated by authorized representatives of Utah County for compliance with the terms and conditions contained in this ITB, and the resulting agreement awarded to the lowest responsive and responsible bidder. Utah County reserves the right to award to more than one Contractor if it is in the best interest of the County.

1.12 GENERAL

- A. Utah County will award a contract in reliance upon the information contained in bids submitted in response to the ITB. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded bidder(s).
- B. It is vitally important that any person who signs a bid or agreement on behalf of a respondent certifies that he or she has the authority to so act. The bidder who has its bid accepted may be required to answer further questions and provide further clarification of its bid and responses.
- C. Receiving this ITB or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this ITB. Utah County shall have no liability to any person or entity under or in connection with this ITB, unless and until Utah County and such person have executed and entered into an agreement pursuant to the terms of this ITB.
- D. By responding to this ITB each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this ITB. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this ITB process or the use of the information contained in this ITB. Only the terms and conditions contained in

an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

1.13 ANNUAL COST INCREASE

Proposers may, upon written notice delivered to Utah County on or before November 1 of any year of the Agreement term, request an increase to the contract price by a percentage equal to the percentage increase which occurred in the Consumer Price Index (defined as the Consumer Price Index, All Urban Customers (CPI-U) U.S. City Average, All Items, or a similar index if this index is discontinued) during the preceding one-year period, not to exceed three percent (3%) per year, to be effective not sooner than January 1 of the following year of the Agreement term.

GENERAL REQUIREMENTS

Alteration of Plans or Character of Work

The County reserves the right to make at any time during the progress of any particular service, such increases or decreases in quantities and such alterations in the details of the service, and the elimination of one or more items as may be found necessary or desirable. The Contractor agrees to accept the service as altered the same as if it had been a part of the original agreement. The Contractor shall proceed with the service alterations when ordered in writing from the County. **Financial increases to the various service must be approved in writing through an amendment or a change order to the specific service and/or through an additional approved Utah County Purchase Order in the amount of the additional service before the service is authorized and can be completed.**

Brand Name

The use of brand names in the Specifications is for the purpose of designating the standard of quality, performance, and characteristics desired. Equivalent brand substitutions for products must be approved by Utah County.

Cooperation

Utah County intends to encourage cooperation with the Owner, Supplier, Contractor, and its subcontractors. The objectives are effective and efficient agreement performance, intended to achieve completion within budget, on schedule, and in accordance with the Specifications.

Alternative Dispute Resolution (ADR) methodologies will be encouraged in place of the more formal dispute resolution procedures. ADR in this context is intended to be a voluntary, non-binding procedure available for use by the parties to this Agreement to resolve any dispute that may arise during performance.

Data Privacy

If Contractor, as part of this agreement or transaction, will receive or work with County information, or if they will be gathering data on behalf of the County, Contractor will be required to comply with the following provisions as applicable.

- A. **Cyber Insurance.** Contractor agrees to purchase and maintain throughout the term of this Agreement a technology and professional liability insurance policy, including coverage for network security and data protection liability insurance (also called “cyber liability”) covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology or professional services or in connection with the specific services described in violation or infringement of any right of privacy, including breach of security and breach of security or privacy laws, rules or regulations globally, now or hereinafter constituted or amended; data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential government, corporate, or public information in whatever form; transmission of a computer virus or other type of malicious code; participation

in a denial of service attack on third party computer systems; loss or denial of service; with no cyber terrorism exclusion; with a minimum limit of three million dollars (\$3,000,000) for each and every claim and in the aggregate. Such coverage must include technology and professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management and public relations services). Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of the Contractor or an independent contractor working on behalf of the Contractor in performing services under this Agreement. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for any data breach indemnity in this Agreement, for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations and crisis management, and other data breach mitigation services resulting from a confidentiality or security breach by or on behalf of the Contractor. Contractor shall furnish evidence of coverage at the time of any bid or proposal, and upon request at any time during the term of the Agreement.

- B. Protecting Personal Identifying Information. Utah Code 63A-19-101 et seq. requires governmental agencies follow specific standards to protect personal data privacy. Consistent with Utah Code 63A-19-401(4)(a) Contractor acknowledges that Contractor is also required to comply with the relevant requirements of this chapter with regard to the personal data processed or accessed by Contractor as part of Contractor's duties under the Agreement to the same extent as required of the governmental entity.

Delivery/Shipping

The Contractor/Supplier shall be responsible for all delivery, shipping, transportation, and handling charges and shall include these costs in the scope of work and cost of the project as needed. Delivery and Shipping costs will not be paid as a separate line item.

Insurance

The insurance required by the Utah County Standard Terms and Conditions shall name "Utah County, 100 East Center, Provo, Utah 84606" as a Certificate Holder.

The Contractor shall file as requested any and all required certificates of insurance with the Utah County Public Works Department in a timely manner prior to commencing any work.

Keys

If it becomes necessary for the County to issue the Contractor a key to County locks, final payment to the Contractor will be held until the key has been returned and documented. It is illegal to duplicate County keys.

Legal

The Contractor shall be responsible to provide all legal support for the services.

License

The Contractor shall have a current "Business License", issued by the county or city in which the Contractor's business is located, and shall provide proof of such license prior to the commencement of said work.

The Contractor shall have the appropriate licenses needed to perform solid waste disposal work in this State. The Contractor may be asked to provide proof of such license prior to the commencement of said work.

Payment

Payment shall be required in the manner prescribed in the Utah County Standard Terms and Conditions. All bills must be signed and dated by both the Contractor and an authorized representative from the County as designated by the County Public Works Director before the payment process can commence. Each bill shall itemize the work performed in accordance with the approved bid schedule. Actual payment will be based upon verification by the County who will certify that the work has been performed.

The County will decide all questions which may arise as to the quality, quantity, and acceptability of materials furnished and work performed. The County will also decide all questions which may arise as to the acceptable fulfillment of the Agreement on the part of the Contractor.

Payments may be withheld from the Contractor by the County in order to protect or offset the County from loss due to:

- A. Defective work not remedied.
- B. Liens or claims filed or reasonable evidence of probable filing.
- C. The Contractor's failure to promptly pay subcontractors for labor and/or materials accepted by the Contractor.
- D. The County's reasonable doubt that the project can be completed for the unpaid balance of the contract price.
- E. Damage to another contractor.
- F. Failure to maintain scheduled progress.
- G. Any other failure of the Contractor which results in liability for the County.

Safety Requirements

In order to protect the life and health of employees and the general public in the performance of any of the services, the Contractor shall comply with the general safety orders covering Utah industries, issued by the Industrial Commission of Utah and Occupational Safety and Health Act of 1970. Nothing in the Agreement shall relieve the Contractor of responsibility assigned in the Specifications, State Industrial Commission's requirements, or state and local laws and ordinances.

The Contractor agrees to hold Utah County and its employees free and harmless from any and all damages/claims that may occur during the operation of the service. The Contractor

shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this Agreement.

An authorized representative from the County as designated by the County Public Works Director will have the authority by written order to suspend work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or general public; for failure to carry out provisions of the agreement; for failure to carry out orders; for such periods as the County Public Works Director or the assigned authorized representative for the County may deem necessary due to unsuitable weather; for conditions considered unsuitable for the progress of the work; or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

Sales Tax

The Contractor shall be responsible for including in their bid schedule, not as a separate line, any sales tax charges for products, materials, or other items that the Contractor will be purchasing. The Contractor will not be allowed to use the County's sales tax exemption number to purchase products, materials or other items that the Contractor will be installing as part of the agreement on the County's behalf.

Supervision of Work

The County Public Works Director shall have full supervisory powers in determining the extent of the service. Compensation shall be based upon logbooks or inspection by an authorized representative from the County as designated by the County Public Works Director for services completed as per the payment terms described under General Requirements. All decisions concerning the extent and acceptability of the services and the quality of the service shall rest solely with the County Public Works Director or the assigned authorized representative for the County.

ATTACHMENT A

SPECIFICATIONS

The successful Contractor shall provide non-hazardous solid waste collection, removal and disposal services. The Contractor shall comply with the following:

1. Utah County facilities shall be served with regularly scheduled solid waste pick-up service for the period of this Agreement. The park locations shall be served with regularly scheduled solid waste pick-up service from April 1st through October 31st and the availability of on call pick-up service during the off season at the Extra Pickup rate. There shall not be an additional cost to inactive or reactivate the parks accounts with the seasonal change.
2. Extra lift charges are for pickups in addition to the regularly scheduled service. Extra lift pickup service may occur on holidays, weekends, and holiday weekends outside of the scheduled and seasonal time parameters and at times of special events.
3. There is no charge allowed for an overfilled dumpster. If this occurs, the contractor may invoice for an extra lift charge as determined by the fee schedule and notification should be made to the County.
4. Service for the Utah County Security Center compactor, which is located in Spanish Fork, shall be an on-call lift charge and a price per ton. Utah County estimates that approximately 4 tons of material shall be hauled from the compactor per week.
5. All County park locations require containers with locking lids and bars. The Contractor shall provide all of the needed lids, bars and locks. All County park locations should have newspaper type lids.
6. Two of the building locations require the addition of a "Cardboard Only" container for recycling purposes.
7. Each container site shall be billed separately and have its own separate account number. Each type of charge shall be clearly specified on the invoice including extra pickup charges, per ton charges, fuel surcharges, Provo City franchise fees, etc.
8. This is a government account and there will not be a separate charge for administrative fees, environmental fees or taxes. The only allowable fees are located in the Contractor's Bid Schedule Attachment B. The bid schedule should have a per-lift charge inclusive of any other fees not listed separately in the schedule.
9. The intention of this contract is to select a qualified contractor to provide solid waste disposal for an initial period of five years and the option to renew for an additional five-year period subject to the annual cost increase as specified in Section 1.14 of the ITB.
10. There will be no changes to the bid schedule until a signed and fully executed amendment has been approved by the County.

ATTACHMENT B

CONTRACTOR'S BID SCHEDULE

Company Name: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____

B.1. BID PRICE:

Each Bidder shall complete the line-item cost summary below.

Solid Waste Disposal Service

Front Load Trash Service **Monthly pricing is the base price per number of weekly plus a fuel surcharge % as noted.						
Type	Size - Yards	1/1 Week	2/1 Week	3/1 Week	4/1 Week	5/1 Week
Front Load Waste	2					
Front Load Waste	3					
Front Load Waste	4					
Front Load Waste	6					
Front Load Waste	8					
Front Load Recycle	6					
Roll Off Compactor	34					

Type	Size - Yards	Extra Lift Charge	Delivery Fee	Removal Fee	Disposal / Ton	Fuel Surcharge %
Front Load Waste	2				n/a	
Front Load Waste	3				n/a	
Front Load Waste	4				n/a	
Front Load Waste	6				n/a	
Front Load Waste	8				n/a	
Front Load Recycle	6				n/a	
Roll Off Compactor	34					

Note: Government Account – no taxes, admin, or enviro fees. Utah County reserves the right to add or eliminate portions of the work from this bid and contract because of budget constraints or changed circumstances.

Rental of a 34-yard self-contained trash compactor \$ _____/month
 Washout on an on-call basis but at least done quarterly \$ _____/washout

B.2 CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections of this Invitation to Bid for Solid Waste Disposal Service. I further certify that the information submitted by me/my company in response to this Invitation, including the pricing and other information, is true and accurate.

I understand that Utah County has the right to reject any or all bids, to waive minor irregularities when to do so would be in the best interests of Utah County, and to negotiate a price for the proposed services as determined to be in the best interest of Utah County.

Signature

Title

Name (please print)

Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

In order to receive consideration, submitted bids must contain responses to all questions.
Failure to respond to all questions may result in disqualification of the bid.

COMPANY NAME & ADDRESS: _____

Is this an Office: _____, Home: _____, Shop: _____, Other: _____
Telephone Number: (____) _____, Emergency Number: (____) _____.
Answering Machine: (____) _____, Fax Number: (____) _____.

COMPANY OWNER: _____
COMPANY PRESIDENT: _____
CONTACT PERSON: _____ Phone: _____
EMAIL ADDRESS: _____

Type of Company (Partnership, Corporation, Venture etc.): _____

If a Corporation, in what State Incorporated: _____
Business License Number: _____
State of Utah Contractor License Number: _____
Federal Tax Identification Number: _____
SAM.gov UEI Number: _____
How long has this company been in business: _____ Years, and _____ Months.

Officers authorized to execute contracts: _____

What would happen to your company in the event of the owner's absence or death?

Brief History of the Company: _____

Are there any judgments, suits or claims pending against your company? If yes, attach a written explanation. **YES NO**

Has your company operated under any other name (s)? If yes, attach a written explanation. **YES NO**

CONTRACTOR INFORMATION FORM Page 2

Has your firm failed to complete a contract within the last five years?
If "yes" attach explanation. **YES NO**

Has your firm or any partner or officers ever been involved in any
bankruptcy action? If "yes" attach explanation. **YES NO**

Has your firm ever been listed on the Excluded Parties List System? **YES NO**

Are any of your firm's owners, officers, employees, or agents also
employees of Utah County or related to any employees of Utah County
If "yes" attach explanation. **YES NO**

FINANCIAL REFERENCES

1. Bank Name & Address _____

Manager _____ Phone _____

2. Bank Name & Address _____

Manager _____ Phone _____

CLIENT REFERENCES

1. Name: _____, Contact: _____
Address: _____, Phone: _____

2. Name: _____, Contact: _____
Address: _____, Phone: _____

3. Name: _____, Contact: _____
Address: _____, Phone: _____

4. Name: _____, Contact: _____
Address: _____, Phone: _____

EXHIBIT C

SAMPLE AGREEMENT WITH STANDARD TERMS & CONDITIONS



AGREEMENT

THIS AGREEMENT is made and entered into by and between Utah County, a political and corporate body of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, and the following CONTRACTOR:

Name: _____ Contact Person: _____

Address: _____ Phone #: _____

City: _____ State: _____ Zipcode: _____ Email: _____

Legal Status of Contractor: [] Sole Proprietor [] Non-Profit Corporation Limited Liability Company (LLC)
[] Partnership [] For-Profit Corporation
[] Government Department: _____

1. PURPOSE OF CONTRACT

This agreement is to obtain the following products, services, or products and services (be specific):

2. CONTRACT COSTS

Contractor will be:

- [] paid a maximum of \$_____ for costs authorized by this agreement;
[] compensated in accordance with ATTACHMENT B: CONTRACTOR's Proposal.

3. CONTRACT PERIOD

The term of this agreement shall commence on: [] _____, or [] the date of execution of this agreement. This agreement shall terminate on _____ unless terminated early or performance has been completed.

4. ATTACHMENTS

The following indicated attachments are fully incorporated into this agreement:

- [] A: Utah County Standard Terms and Conditions [] F: _____
[] B: CONTRACTOR's Proposal [] G: _____
[] C: Special Provisions [] H: _____
[] D: Utah County Procurement Compliance
[] E: General Liability and Workers Compensation Certificate

Except as explicitly modified by ATTACHMENT C: Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A: Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on ____ of _____ 20__.

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: _____
Deputy Clerk

By: _____
BRANDON B. GORDON, Chair

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

CONTRACTOR

By: _____
Deputy Utah County Attorney

By: _____
Its: _____

ATTACHMENT A:
UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

1. DEFINITIONS. The following terms shall have the meanings set forth below:

(A) The “Agreement” consists of the following documents:

- (i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;
- (ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and
- (iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) “Contractor” means the individual or entity delivering the Products and Services identified in the Agreement. The term “Contractor” shall include the individual’s or entities’ agents, officers, employees, and partners.

(C) The “County” means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) “Products” means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page, including any products described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

(E) “Services” means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page, including any services described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

(F) “Subcontractors” mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

2. EXTRA WORK.

(A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor’s proposal (if any) but determined by the County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

3. PAYMENT. Payments from the County are normally made within thirty (30) days following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

4. OWNERSHIP IN INTELLECTUAL PROPERTY. The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and

ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information or hosting credentials; advertising materials, including any content or work product; images; newsletters; and intellectual property, including derivative works, created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information or credentials necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

5. INSURANCE.

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars (\$3,000,000) per occurrence, or in a lesser amount if explicitly authorized and identified on the Utah County Agreement cover page. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

6. Data Privacy. If Contractor, as part of this agreement or transaction, will receive or work with County information, or if they will be gathering data on behalf of the County, Contractor will be required to comply with the following provisions as applicable.

(A) **Cyber Insurance.** Contractor agrees to purchase and maintain throughout the term of this Agreement a technology and professional liability insurance policy, including coverage for network security and data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology or professional services or in connection with the specific services described in violation or infringement of any right of privacy, including breach of security and breach of security or privacy laws, rules or regulations globally, now or hereinafter constituted or amended; data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential government, corporate, or public information in whatever form; transmission of a computer virus or other type of malicious code; participation in a denial of service attack on third party computer systems; loss or denial of service; with no cyber terrorism exclusion; with a minimum limit of three million dollars (\$3,000,000) for each and every claim and in the aggregate. Such coverage must include technology and professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management and public relations services). Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of the Contractor or an independent contractor working on behalf of the Contractor in performing services under this Agreement. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for any data breach indemnity in this Agreement, for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations and crisis management, and other data breach mitigation services resulting from a confidentiality or security breach by or on behalf of the Contractor. Contractor shall furnish evidence of coverage at the time of any bid or proposal, and upon request at any time during the term of the Agreement.

(B) Protecting Personal Identifying Information. Utah Code 63A-19-101 *et seq.* requires governmental agencies follow specific standards to protect personal data privacy. Consistent with Utah Code 63A-19-401(4)(a) Contractor acknowledges that Contractor is also required to comply with the relevant requirements of this chapter with regard to the personal data processed or accessed by Contractor as part of Contractor's duties under the Agreement to the same extent as required of the governmental entity.

7. **GOVERNING LAW AND VENUE.** The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.
8. **COMPLIANCE WITH LAWS AND REGULATIONS.** At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement. To the extent that Contractor uses, stores, transfers, or manipulates any data in the performance of its obligations, Contractor will further comply with all applicable privacy and data laws and regulations, including but not limited to General Data Protection Regulation 2016/679 of the European Union ("GDPR") and similar provisions from any jurisdiction in the United States and any locations where data is or may be stored.
9. **EMPLOYMENT STATUS VERIFICATION.** Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.
10. **INDEPENDENT CONTRACTOR.** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. As between the parties to the Agreement, Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.
12. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY.** Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County for infringement of a third party's copyright, trademark, trade secret, or other proprietary right arising from this Agreement.

13. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the “Act”). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.
14. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County’s obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.
15. **SALES TAX EXEMPTION.** The County’s sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County’s funds and used in the exercise of that entity’s essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.
16. **CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor’s performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor’s firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law. Any employee or member of Contractor’s firm, subcontractor, or agent with whom Contractor shares any information as described in this section will be under the same obligations of confidentiality, and Contractor is required to secure and provide to County written commitments to that effect from each such recipient of information.
17. **TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor’s liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for approved services rendered prior to the date of termination, subject to any offsetting claims by the County.
18. **FORCE MAJEURE.** The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
19. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent

the remainder from being carried into effect.

20. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.
21. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.
22. **WARRANTY.** To the maximum extent permitted under Utah State law, Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include, without limitation, the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.

23. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services.
24. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations, if applicable.
25. **CONDITION AND TITLE.** The products delivered by Contractor to the County shall be new and free of all faults and defects. Upon payment of the purchase price by the County to Contractor, Contractor shall provide the County with clear title, free and clear of all liens and encumbrances, if applicable.
26. **INTERPRETATION OF AGREEMENT.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this Agreement are for convenience only and do

not constitute a part of the provisions hereof.

27. **NOTICES.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder, including by email to the contact person for Contractor at the email address identified on the Utah County Agreement cover page.
28. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.
29. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.
30. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.
31. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
32. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.
33. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property, Section 11. Indemnification, Section 12. Indemnification Relating to Intellectual Property, and Section 16. Confidentiality.**
34. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised June 11, 2024