REQUEST FOR PROPOSALS

for

Intergenerational Poverty Reduction Methodology, Database, and Implementation Support

RFP 2026-15

CLOSING DATE FOR RECEIPT OF PROPOSALS:	September 22, 2026
TIME:	3:00 p.m. (Mountain Time)
PLACE:	Proposals are to be submitted through the State U3P website, using the Bonfire (EUNA) eProcurement platform.

Registering with the State U3P website is free, and can be accomplished through this website: https://utah.bonfirehub.com/portal/?tab=openOpportunities

Utah County
HEART of UTAH

UTAH COUNTY HUMAN SERVICES

Request for Proposals

Intergenerational Poverty Reduction Methodology, Database, and Implementation Support

SECTION 1.1: PURPOSE AND BACKGROUND

Utah County Human Services is soliciting proposals from qualified vendors to provide an evidence-informed intergenerational poverty (IGP) reduction methodology, a supporting outcomes and network-tracking database, County staff training and certification, and ongoing fidelity oversight, all bundled under a single fixed-price annual agreement.

This is not a solicitation for program service delivery. Utah County retains and employs all direct service staff. The vendor provides the IGP methodology, trains County-employed staff to implement it and provides ongoing fidelity oversight and staff certification.

The County seeks a methodology that operates at the community level, coordinates partners, and operationalizes social capital development through a structured community network framework integrated with outcomes tracking and county-level reporting to produce measurable countywide outcomes over time rather than traditional standalone family program or casework services.

This solicitation is issued partially in fulfillment of Utah County's obligations under DWS Solicitation 24-DWS-S011 (TANF County Poverty Mitigation Program) and the Utah Intergenerational Welfare Reform Act (UCA 35A-9). The County seeks a vendor with demonstrated operational experience implementing the IGP methodology within the County's existing program infrastructure, and the ability to continue, expand, and sustain that implementation without disruption.

The County has operated an active IGP implementation under the methodology and database environment described herein. Maintaining continuity of participant experience, staff training, data integrity, reporting structures, and DWS compliance is a material procurement objective of this solicitation.

SECTION 1.2: SCOPE OF WORK

The selected vendor shall provide the following:

I. IGP Reduction Methodology

- Provide an evidence-informed IGP reduction methodology for implementation by County-employed staff and supported by the vendor.
- The methodology must be designed to address the intergenerational transmission of poverty across two or more family generations, with measurable outcomes at both the family and community level.
- The methodology must be built on a human-centered design (HCD) methodology, applied at the community level to reduce systemic barriers, build social capital, and promote financial self-sufficiency.
- The methodology must operate through a coaching model in which County-employed coaches facilitate participant-directed goal setting, network development, social capital formation, and systems navigation. Coaches must function as facilitators to existing community resources and not direct service providers.

- The methodology must include a two-generational design addressing adult economic mobility, including benefits cliff navigation and pathways to benefit independence, alongside child-generation outcomes.
- The methodology must include a framework for tracking and reporting economic mobility outcomes, including income growth, benefit independence, and community-level impact metrics, sufficient to support economic modeling and reporting to elected officials and community leaders.

II. Outcomes and Network Tracking Database

- Provide a resource to track County's outcomes in a database environment for use by County staff, including the ability to integrate with and support that environment including integration with current data, workflows, and reporting.
- Database must support resilience scoring, phase-based progress tracking, and outcomes data exportable for DWS-compliant TANF reporting consistent with DWS Solicitation 24-DWS-S011 reporting requirements.
- Database must maintain a structured community partner resource network with relationship quality and network development metrics.
- Database must comply with Utah Code 63A-19 (Utah Personal Data Protection Act), Utah HB280 (Government Cybersecurity Amendments), multi-factor authentication, encrypted data storage, and documented access controls.

III. County Staff Training and Certification

- Provide full methodology training for the Human Services Division of the County and program leadership, including HCD application, trauma-informed engagement, motivational interviewing, and two-generational family systems approaches.
- Provide database proficiency training, documentation standards, and data quality protocols.
- Support County staff's maintenance of certification requirements.

IV. Compliance Oversight and Consulting

- Provide annual fidelity reviews with a written report and corrective action framework. Fidelity monitoring must be performed by the vendor with demonstrated working knowledge of the County's existing IGP program implementation.
- Provide consultation regarding methodology implementation, fidelity, and program operations for County program leadership; DWS compliance support including DWS Solicitation 24-DWS-S011 reporting requirements; quarterly program reviews and outcomes analysis; TANF grant reporting support; program status reporting and performance documentation; economic modeling and program outcome analysis in support of County IGP investment decisions, legislative reporting, and appropriations justification in connection with IGP program obligations and grant compliance.

V. Background Screening

- All vendor personnel providing services under this contract must successfully complete a background check through the Utah Bureau of Criminal Identification (BCI) prior to beginning work, consistent with DWS Attachment G requirements. Vendor is responsible for maintaining current clearance documentation for all applicable personnel throughout the contract term.

VI. Insurance

- Commercial General Liability Insurance: minimum $1,000,000 per occurrence.
- Technology and Cyber Liability Insurance: minimum $2,000,000 per occurrence, covering breach notification, forensics, identity protection, and regulatory fines. Combined GL and cyber liability coverage must meet or exceed $3,000,000 total, consistent with DWS TANF contract requirements.
- Workers Compensation Insurance as required by Utah law.
- Vendor must register and participate in the Status Verification System per Utah Code 63G-12-302.

SECTION 1.3: VENDOR QUALIFICATIONS

IGP Methodology and Utah Implementation

- Demonstrate operational experience in the development, maintenance, training, certification, and fidelity management of the proposed IGP reduction methodology.
- Demonstrate capacity to support grant funding strategy and application support, economic modeling, and program status reporting in support of sustained and expanded public investment in IGP programming.
- Demonstrate a minimum of five (5) years of active, documented IGP methodology implementation with Utah county government entities, operating within the Utah Intergenerational Welfare Reform Commission's county implementation framework (UCA 35A-9).
- Demonstrate direct experience with DWS TANF contract compliance, quarterly reporting, and performance metric frameworks under Utah's IGP statutory mandate, including DWS Solicitation 24-DWS-S011.
- Equivalent combinations of education and experience may be considered.

Vendor Methodology Design Requirements

- The methodology must be built on a HCD methodology applied at the community level.
- The methodology must reflect integration across HCD, trauma-informed practice, social capital formation, and two-generational family systems design.

Database and Data Compliance

- Demonstrate the ability to maintain and support or integrate the County’s existing outcomes and network tracking database environment without disruption to existing workflows, reporting structures, historical data, or user operations.
- Demonstrate compliance with Utah Code 63A-19 (Utah Personal Data Protection Act) and Utah HB280 (Government Cybersecurity Amendments).

Background Screening

- All vendor personnel must be eligible to pass a Utah BCI background check consistent with DWS Attachment G requirements prior to beginning work under this contract.

SECTION 1.4: PROPOSAL REQUIREMENTS

Each proposal must include:

- Signed Signature Sheet and Proposed Pricing Schedule (Attachment A)
- Certificate of Non-Collusion (Attachment B)
- Vendor qualifications summary: organization history, years of IGP reduction implementation, staff credentials, and DWS/TANF experience (max 2 pages)
- Methodology description: evidence-informed framework alignment, HCD methodology and institutional practice, and implementation approach
- Description of the causal pathway from family engagement through social capital development to measurable IGP outcomes at the family and community level (a narrative description is acceptable; a formal logic model is not required)
- Utah implementation history: documented outcomes, DWS/TANF compliance record including Solicitation 24-DWS-S011, references, and demonstrated compatibility with or integration of the County's existing IGP program infrastructure and database environment
- Database overview: architecture summary, demonstrated compatibility with or integration of the County's existing IGP program database environment, and IT compliance documentation (Utah Code 63A-19, HB280, MFA, encrypted storage, DWS reporting compatibility)
- Staff training and certification framework: modules, description of HCD application and institutional practice, and delivery format
- Certificates of Insurance: Commercial General Liability ($1M) and Cyber Liability ($2M); combined minimum $3M
- BCI background check policy and compliance documentation consistent with DWS Attachment G

EVALUATION CRITERIA

All proposals will be evaluated by individuals authorized by Utah County (the Evaluation Committee). Each member of the Evaluation Committee will individually rank all proposals in the EUNA eProcurement platform. The top-rated proposal will be recommended for contract negotiations. The following criteria will be used by the Evaluation Committee in creating a score for each of the proposals:

- IGP methodology development, HCD practice, Utah Commission alignment, and demonstrated continuity with County's existing program: **40%**
- Outcomes framework, DWS/TANF expertise including Solicitation 24-DWS-S011, funding diversity, and implementation approach: **25%**
- Database compatibility with County's existing infrastructure, DWS reporting, and IT compliance: **20%**
- Price is reasonable and appropriate for effective delivery of quality service: **15%**

The County reserves the right to select the proposal representing the best overall value, considering all evaluation criteria, and is not required to select the lowest-priced proposal.

The agreement period is subject to availability of funding but shall be for an initial term of (1) year and may be renewed annually for up to five (5) years.

SECTION 2: GRANT FUNDING

NOTICE

As a Federally funded program, this solicitation and any contract awarded therefrom is subject to the following:

2 CFR Appendix II to Part 200 (B)
All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

2 CFR Appendix II to Part 200 (H)
Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2CFR Appendix II to Part 200 (I)
Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

63G-27-201. Prohibition on contracting.

(1) Except as provided in Subsection (3), a public entity may not enter into a contract with a company to acquire or dispose of a good or service, including supplies, information technology, or construction services, unless:

(a) the contract includes a written certification that the company is not currently engaged in:

(i) a boycott of the State of Israel; or

(ii) an economic boycott;

(b) the company agrees not to engage in a boycott of the State of Israel for the duration of the contract; and

(c) the company agrees to notify the public entity in writing if the company begins engaging in an economic boycott.

2 CFR 25.105 Applicability.

(a) This part applies to a Federal agency's Federal financial assistance as defined in § 25.400. This part applies to all applicants for and recipients of Federal financial assistance unless exempted by Federal statute or § 25.110.

(b) Subrecipients are required to obtain a UEI in accordance with subpart C. This part does not apply to subrecipients of subrecipients (second-tier subrecipients) or contractors under Federal awards.

2 CFR 25.200(b)(1) and (2)

Be registered in *SAM.gov* before submitting an application;

(2) Maintain a current and active registration in *SAM.gov* at all times during which it has an active Federal award as a recipient or an application under consideration by a Federal agency. The applicant or recipient must review and update its information in *SAM.gov* annually from the date of initial registration or subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the applicant's or recipient's immediate and highest-level owner and subsidiaries, as well as providing information on all predecessors that have received a Federal award or contract within the last three years; and

SECTION 3: CONTRACTUAL TERMS

The Selected vendor will be expected to enter into a contract with Utah County with contractual terms as listed in attachment C: Utah County Standard Terms and Conditions. Any requested variance from the enclosed standard terms will need to be specified in the response and will be considered as part of the evaluation.

<u>**ATTACHMENT A**</u>

PRICING SCHEDULE

This form, and all associated documentation required as part of this form,
shall be included in the RFP submittal.

Company Name: ______________________________

Address: ______________________________

City, State, Zip: ______________________________

Phone: ______________________________

BID PRICES

Each Proposer shall attach a comprehensive pricing schedule.

CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections of this Request for Proposals (RFP). I further certify that the information submitted by me/my firm in response to this RFP, including the pricing and other information, is true and accurate.

I understand that Utah County has the right to reject any or all proposals, 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 Name (please print)

____
Title

____
Date

ATTACHMENT B

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH	)	Request for Proposals
	)SS	for
COUNTY OF UTAH	)	Intergenerational Poverty Reduction Methodology, Database, and Implementation Support

AFFIDAVIT

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

I____
(owner, partner, officer or delegate)

of____do
(company)
solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard to this bid or potential agreement resulting therefrom.

____
Signature

By: _________________________________

Title: _______________________________

****

Subscribed/sworn to before me this ____ day of __________ 2026 A.D.
My Commission Expires ___________________________
Residing at ______________________________
______________________________ Seal
____

By:____
Notary Public

Attachment C:
Utah County Standard Terms and Conditions

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, or, an unsigned Purchase Order (PO);

(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. 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.

(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.

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. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place. 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 and maintain a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors or a waiver of coverage that complies with the Utah Code Title 34A, Chapter 2, Workers' Compensation Act, as amended.

(C) If Contractor will have County network access, provide software, hardware or data hosting services, or receive, store, or use High Sensitivity Data in connection with this Agreement, Contractor shall maintain cyber liability insurance for the term of this Agreement or for as long as Contractor has access to the County network or High Sensitivity Data, whichever is longer. High Sensitivity Data for the purposes of this Agreement refers to (i) protected health information regulated by the Health Insurance Portability and Accountability Act (HIPAA), (ii) patient identifying information regulated by 42 CFR Part 2, (iii) Utah Criminal Justice Information System (UCJIS) data, (iv) payment card industry data (PCI), or (v) personal data, as regulated by the Utah Government Data Privacy Act (Utah Code Title 63A, Chapter 19, as amended), if related to more than 1,000 individuals. This insurance shall have a minimum limit of three million dollars ($3,000,000) for each occurrence. Contractor shall furnish evidence of coverage prior to Agreement execution in the form of a certificate of insurance (COI) acceptable to County. Failure to notify County of material changes to coverage or to maintain acceptable levels of coverage shall be a material breach of this Agreement.

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 Utah Code Title 63A, Chapter 19 as applicable. Utah Code Title 63A, Chapter 19 requires governmental agencies to follow specific standards to protect personal data privacy. Consistent with Utah Code § 63A-19-401(4), Contractor acknowledges that Contractor and any Subcontractor, are also required to comply with the relevant requirements of this chapter regarding the personal data processed or accessed by Contractor or Subcontractor 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 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 § 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code § 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 Title 63G, Chapter 7, the Governmental Immunity Act of Utah, as amended (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. For claims where immunity is not retained, County shall, under no circumstances, be liable for Contractor's indirect losses, including but not limited to consequential, punitive, or special damages.

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.**

a. Service Contract: If Contractor is providing services (e.g., building a road, remodeling a building, cleaning up waste, consulting, interpreting, providing medical or financial services, etc.), the Contractor may not use the County's tax exempt number to purchase goods necessary for the execution of this

Agreement.

b. Goods Contract: If the Contractor is providing goods, 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. 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. **AUTHORIZED SIGNATORIES, COUNTERPARTS AND FACSIMILE SIGNATURES.** Each Party represents and warrants that the individual signing this Agreement on behalf of such Party is duly authorized to execute and deliver this Agreement and to bind such Party to all of its terms and obligations herein. 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.

28. **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.

29. **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.

30. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.

31. **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.

32. **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**.

33. **GRAMA.** Contractor is hereby informed that County is a governmental entity and thus subject to Utah Code Title 63G, Chapter 2, Government Records Access and Management Act, as amended ("GRAMA"). Pursuant to GRAMA, certain records within County's possession or control (including this Agreement) may be subject to public disclosure. County hereby informs Contractor that any person or entity that provides County with records that such person or entity believes should be protected from disclosure for business reasons must provide County with the record, and written claim of business confidentiality, and a concise statement supporting the claim. Notwithstanding the foregoing, County may disclose any information or record as required by GRAMA or other law.

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 August 3, 2026