



# REQUEST FOR PROPOSALS

## Automated Identity Verification

RFP 2023-17

CLOSING DATE FOR  
RECEIPT OF PROPOSALS: April 17, 2023

TIME: 3:00 pm MDT

PLACE: Office of the Utah County Purchasing Manager  
100 East Center Street  
Room 3600  
Provo, UT 84606

# Automated Identity Verification

## RFP 2023-17

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## SECTION 1 ADMINISTRATIVE OVERVIEW

### 1.1 PURPOSE

Through this Request for Proposals (RFP), Utah County intends to select a qualified vendor to provide an Automated Identity Verification solution for integration into the 2023 upgrade of the Utah County Digital Marriage License System.

The goal of this RFP is to identify a vendor that can provide an innovative solution that significantly enhances the current security and user experience of verifying the identity of marriage license applicants. The system must be fully automated, include identity document authentication, liveness check, and seamlessly integrate into the online application.

A high-quality automated and secure online marriage license application empowers the Utah County Clerk: Marriage License Office to accomplish its mission and purpose:

**Mission: Provide individuals access to the services they need through innovative technology and kind, efficient, and thorough customer service.**

**Purpose: To secure for individuals and couples the rights associated with marriage relationships by facilitating the creation, use, finalization, preservation, and shipping of marriage licenses and certificates.**

A one-year contract with annual renewals is anticipated.

## 1.2 HISTORY AND CONTEXT

Utah County is the second most populous county in Utah with a population of 700,000. Its county seat and largest city is Provo, located about 40 miles south of Salt Lake City. Utah County is among the youngest and fastest growing counties in the United States. With its family-centered culture, the State of Utah is among the leaders of marriage rates with 9.1 marriages per 1,000 residents in 2021 (the national average is 6.0). Home to two large universities (BYU and UVU) and a growing technology industry (“Silicon Slopes”), Utah County is ideally situated as a leader in innovative marriage license processes.

In the fall of 2019, the Marriage License Office of the Utah County Clerk/Auditor released an automated online marriage license application. It eliminated the need for applicants to come into the office or even meet with a deputy clerk prior to being issued a marriage license. As a part of this process, the identity and age of an applicant is verified by authenticating a scan or uploaded image of their government issued ID and biometric comparison with a still photo of their face (“selfie”).

By May of 2020, the Utah County Marriage License System become completely digital. Even wedding officiants submit ceremony information to the county through an online portal. The online marriage license application system accomplished the stated goal of creating greater convenience for marriage license applicants. A marriage license could be applied for, used in a ceremony, and finalized by an officiant without the need for anyone to step foot into an office, put ink to paper, or directly interact with a government employee. Couples and officiants appreciated the ability to apply for and finalize a marriage license digitally, at their own location and their own time.

By eliminating the need for everyone to sign the same piece of paper, digital licenses also created the unique opportunity for wedding ceremonies to be held by remote appearance. A live videoconference hosted by an officiant in Utah establishes the necessary jurisdiction for a legal marriage ceremony, regardless of the location of the other participants. As the COVID-19 pandemic and the associated restrictions on in-person gatherings and travel impacted lives, Utah County’s unique processes allowed people to move forward with some version on their marriage plans.

In addition to serving residents of Utah County and other counties in the State of Utah, use of the system by applicants outside the state has continued to grow. Utah has no residency or citizenship requirements to get a marriage license. As couples shared their experiences over social media and professional wedding service providers referred clients to the Utah County Marriage License office, word spread internationally. Couples from all over the world have successfully used this system to apply for marriage licenses and have wedding ceremonies without the need to ever set foot in the office.

Nearly 30% of applicants during 2022 provided residential addresses outside of the United States. Applicants represented over 165 different countries with the highest

numbers from China, Philippines, Israel, Russia, and Hong Kong. Many of these applicants had marriage ceremonies by remote appearance. Combined with destination weddings, international students, and immigrants, it is likely that up to one-third of applicants present ID documents issued outside of the United States.

The convenience and versatility of Utah County Digital Marriage Licenses, and the associated ceremonies by remote appearance, dramatically increased the number of marriage licenses issued by Utah County. In 2019, Utah County issued 7,087 marriage licenses; during 2022, it issued 15,685. The marriage license system currently averages 2,700 identity tests per month. Given current growth patterns, monthly use will likely increase to an average of 3,000 (range 2,500 to 3,500) tests per month.

The risk impact of a marriage license issued to a fraudulent identity is relatively low, but it is important for the risk opportunity to also be low. As a government office, it is essential that our processes have public trust. As a pioneer and innovator in digital marriage licenses, we are setting the standards, not following them. The identity verification of an online applicant should be just as rigorous as the traditional identity verification during an in-person transaction.

Utah County wants to take all appropriate steps to ensure that an individual to whom a marriage license is issued is a real person and is the individual who is completing the application for a license.

Given the knowledge, experience, and state of technology in 2019, the decision to use a still photo for biometric comparison was justified. We are approaching the 2023 upgrade with greatly expanded knowledge, experience, and technology. This planned upgrade has two overarching goals. First, to simplify and improve the applicant's user experience. Second, to enhance the security of the automated identity verification process. This is the ideal time to select a vendor able to provide automated identity verification solutions including identity document verifications and biometric comparisons with a liveness check.

### **1.3 SERVICES SOUGHT**

The traditional in-person process of examining a marriage license applicant's identity document and comparing their face to the photograph needs to occur in an online environment without the direct interaction of county staff.

The identity verification system should determine with sufficient confidence that the identity information provided by an applicant is associated with a real person, and that the individual applying for the marriage license is that real person.

The system should use multi-factor authentication, with emphasis on "something you have" (a government-issued identification document) and "something you are" (facial features matching the photo on the identification document).

The system should verify the authenticity of the applicant's identity document (drivers license, passport, etc.) and make a biometric (with liveness) comparison between the face of the applicant and the photo on the ID. For positive verifications, the identity verification system should provide the Utah County application system with the applicant's name and date of birth taken directly from their identity document.

Costs for the system must be able to be absorbed into the current marriage license fee structure without raising the county portion of the application fee beyond the current \$40, which funds all aspects of the Marriage License Office. More important than simple cost, solutions should provide value through enhanced security, user experience, or decrease in other expenses such as staff time.

All this must be accomplished in an automated environment that does not require the involvement of county staff. It must integrate seamlessly into the county's online application form (developed in-house) without the need for applicants to create or use log-in credentials or visit other websites.

## SECTION 2 SCOPE OF SERVICES

### 2.1 REQUIRED ELEMENTS

Successful proposals will provide these services:

- A. **Identity document authentication:** The system prompts the applicant to use the camera of a mobile device to capture images of their government-issued ID.
  - 1. Verify the legitimacy of the document through:
    - a. Document layout and formatting
    - b. Document security features
    - c. Comparison with the bar code on the back (if applicable)
  - 2. Identity document comparison library should contain:
    - a. Drivers Licenses / ID cards from all US states
    - b. Passports from nearly all countries
    - c. Additional US IDs desirable
    - d. Additional International IDs desirable
    - e. Nearly one-third of applicants will present non-U.S. ID
- B. **Facial comparison:** The system prompts the applicant to use the camera of a mobile device to capture images of their face for comparison to the photo on the identity document.
  - 1. Liveness check
  - 2. Biometric comparison
- C. **Capture of applicant data:** Data from the identity document (from bar-code or optical character recognition (OCR)) sent to the marriage license application.
  - 1. Last name(s) (Surname(s))
  - 2. First name(s) (Given name(s))
  - 3. Date of birth
  - 4. Type of ID; for example:
    - a. "Utah (UT) Driver License - STAR (2021)"
    - b. "Philippines (PHL) ePassport (2016)"
- D. **Seamless integration:** Solution appears as part of county-built application system.
  - 1. Connected through API, SDK, or similar services
  - 2. Customized look and feel to match application (color, font, etc.)
  - 3. No need for enrollment or account creation
    - a. Marriage Licenses are typically a one-and-done transaction
    - b. No need to create or use login credentials
    - c. No need to visit another website; everything in [utahcounty.gov](http://utahcounty.gov)

- E. **Simple user experience:** Solution can be easily used, even by applicants unfamiliar with technology.
  - 1. Easily assist user in the transition from a desk-top device to a mobile device for image capture.
  - 2. Intuitive or automated steps for image capture.
    - a. Clear capture of ID documents; framed and in-focus
    - b. Clear capture of face; framed and in-focus
  - 3. Frictionless experience for good-faith applicants
  
- F. **Automated decisions:** Based on a “decision matrix” applicants are categorized.
  - 1. Threshold settings customizable by County
  - 2. Scores determine outcomes:
    - a. “Passed” can continue with application
    - b. “Failed” ends application, flags user for future applications
    - c. “Review” will send notice to County
  - 3. Fully automated process, only “review” requires staff actions
  
- G. **Reports to client:** County able to access data on verification results
  - 1. System has a report “dashboard” or other interface
  - 2. General trends: # of tests, pass rate, etc.
  - 3. Simple search feature for individual applicant test results
  - 4. Scores for individual tests
  
- H. **Compliant with industry standards:** The solution should incorporate industry standards and best practices in the handling and verification of identities.
  - 1. Identity checks consistent with level 2 of NIST 800-63 Standards
    - a. Identity Assurance Level 2 (IAL2)
    - b. Authenticator Assurance Level 2 (AAL2)
    - c. Federation Assurance Level 2 (FAL2)
    - d. Presentation Attack Detection Level 2 (PAD2)
  - 2. Industry standards for safeguarding Personally Identifiable Information (PII)
  - 3. Additional certifications desirable



## 2.2 VALUE-ADDED ELEMENTS

Proposals will be given extra consideration by providing:

- A. **Additional identity checks:** From information provided by the applicant as a regular part of the marriage license application, conduct a cursory check of their identity.
  1. Information collected from applicants includes:
    - a. Full legal name
    - b. Date of birth (DoB)
    - c. U.S. Social Security Number (SSN), if issued
    - d. Residential address
    - e. Phone number
    - f. Email address
  2. Information collected from device such as:
    - a. Type of device, browser, etc
    - b. IP address
    - c. Geo-location.
  3. Identity checks could include:
    - a. Evidence the identity exists
    - b. Match between Name, DoB, SSN, etc.
    - c. Past use of email address, phone number, etc
    - d. Match between name, address, phone number, etc
    - e. Check against known fraudsters
    - f. Identify other suspicious patterns
  4. Identity checks for international applicants
    - a. Consistent checks for all applicants
    - b. Up to one-third of total applicants outside United States
    - c. Countries with greatest number of applicants:
      - i. Philippines
      - ii. China
      - iii. Israel
      - iv. Russia
      - v. Hong Kong
- B. **Client Support:** The vendor can provide ongoing support services to the County.
  1. Demonstrated experience with local government contracts
  2. Protocol for timely responses
    - a. Dedicated primary point of contact
    - b. Contacts for technical emergencies
  3. Technical services and support
    - a. Documentation for software
    - b. Troubleshooting assistance as required
    - c. Ability to configure or reconfigure various products
    - d. Incorporation of product upgrade releases
  4. Business services and support

## 2.3 FIT TO PROJECT SIZE

Proposals will receive extra consideration if the solutions are a good fit for the cost and volume of the Utah County Digital Marriage License System.

- A. **Cost:** The cost of features can be absorbed by current marriage license fee structure.
  - 1. Current costs:
    - a. County receives \$40 per marriage license, same as neighboring counties
    - b. Marriage License Office funded through fees, not taxes
    - c. Current identity verification cost: about \$3 per license
  - 2. Target cost: \$3 - \$6 per marriage license
    - a. Covers tests of both applicants
    - b. Includes start-up, contract, and other costs
  - 3. Interest in various implementations of services and products
    - a. Mix and match approach of solutions
    - b. A la carte pricing models
    - c. Bundling pricing models
  - 4. Value is a more important consideration than simple cost
  
- B. **Volume:** Adequate to handle necessary tests
  - 1. Projected 3,000 tests per month
  - 2. Range from 2,500 to 3,500 tests per month
  - 3. Capacity for up to 100 simultaneous test requests

## **SECTION 3 PROCUREMENT RULES AND PROCEDURES**

### **3.1 PROCEDURE**

The procedure for response to this RFP, evaluation of proposals, and selection of a vendor is as follows:

1. Interested entities will prepare and submit their proposals prior to the specified closing date for Receipt of Proposals.
2. An Evaluation Committee of Utah County officials and employees will evaluate all submitted proposals as described herein.
3. Based on preliminary evaluations of submitted proposals, some entities will be chosen for further consideration.
4. Entities chosen for further consideration will be invited to provide demonstrations of their products and hold additional question and answer sessions through video-conference meetings.
5. Entities chosen for further consideration will provide Utah County Information Systems employees access to interact with their systems in a test environment. All applicable non-disclosure agreements (NDAs) will be completed prior to granting any access.
6. The Evaluation Committee will present their ranked recommendations to the Board of County Commissioners.
7. The Board of County Commissioners will select one of the top three recommended proposals for further negotiation or award of contract, or reject all proposals.
8. The selected vendor will enter into contract negotiations with the County.

### **3.2 RULES OF PROCUREMENT**

This procurement shall conform to and is governed by The Utah County Division of Purchasing Procurement Rules and Regulations. For this procurement, all proposals must be submitted in the proposal format outlined herein. All prospective Proposers must meet the required criteria as of the date of submission. Utah County has established certain requirements with respect to proposals to be submitted by respondents. The use of "shall", "must", or "will", in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

### 3.3 PROCUREMENT TIMETABLE

Below is the Procurement Timetable that has been established for this RFP.

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issue Date	March 24, 2023
Closing Date for Bidding Provider Questions	April 12, 2023
Closing Date for Receipt of Proposals	April 17, 2023
Product Demonstrations, Q & A, Test environment reviews	May 1, 2023 through May 2, 2023 (estimated timeframe)
Anticipated Final Decision at Board of Commissioners Meeting	May 19, 2023

### 3.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP must be submitted by April 12, 2023 at 3:00 MDT.  
The point of contact for this RFP is the Utah County Purchasing Manager, Robert Baxter:

[RobertB@utahcounty.gov](mailto:RobertB@utahcounty.gov)

### 3.5 EVALUATION CRITERIA

All proposals will be evaluated by authorized representatives of Utah County (the Evaluation Committee) based on these weighted criteria:

- **30%** Identity verification security
- **25%** Seamless integration into application
- **15%** Applicant user experience – ease of use
- **10%** Breadth of identity document library for comparison
- **10%** Client support, local government experience
- **10%** Cost, relative to value

### **3.6 DECISION-MAKING PROCESS**

1. Each member of the Evaluation Committee will ordinally rank all proposals from highest to lowest evaluation score, and the Evaluation Committee will compile the rankings of all members of the Evaluation Committee.
2. If any proposal receives a majority of first place votes, that proposal will be recommended as the #1 ranked proposal.
3. Scores will be tallied to recommend at least three ranked proposals to the Board of County Commissioners.
4. The Board of County Commissioners shall award the contract to one of the top three ranked offers or may elect to reject all proposals.
5. After the Board of County Commissioners has selected a proposal, the firm will enter into negotiations for a contract.
6. The contract will become final and binding only with the approval and signing of the Utah County Commission.

## **SECTION 4 INSTRUCTIONS FOR PROPOSAL PREPARATION**

### **4.1 PROPOSAL SUBMISSION**

1. Each respondent must submit its proposal to the Utah County Purchasing Manager per the following instructions:
2. At least one (1) hard copy of the proposal (including the Signature Sheet and Notarized Certificate of Non-Collusion) must be submitted to the address listed below by Friday, April 17th at 3:00 pm MDT.
3. The envelope containing the proposal must be clearly labeled “SEALED PROPOSAL – AUTOMATED IDENTITY VERIFICATION RFP #2023-17. The proposal must be delivered to:

Utah County Purchasing Manager  
100 East Center, Suite 3600  
Provo, Utah 84606

4. LATE PROPOSALS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

5. In addition to the hard copy in section 2 above, respondents must submit either five (5) additional hard copies of sections 1-4 of the proposal (outlined below) with the application materials AND/OR an electronic version of sections 1-4 of the proposal to:

[RobertB@utahcounty.gov](mailto:RobertB@utahcounty.gov) and [RussR@utahcounty.gov](mailto:RussR@utahcounty.gov)

6. Entities chosen for further consideration will be asked to provide Non-Disclosure Agreements (NDAs) and provide County employees with access to a test environment.

## **4.2 PROPOSAL ORGANIZATION**

The proposal must include:

1. Cover Letter
2. Vendor's Qualifications – Provide a description of the firm, its history and current standing in the field of identity verification. As appropriate include the background, education, and expertise of key individuals. Include experience working with local governments. References encouraged.
3. Software solutions available. Specifically address the Scope of Services (mandatory, value added, and fit) as outlined in Section 2 above. Identify and recommend specific products that could be used alone or in combination. Describe how those solutions meet security and user experience needs.
4. Cost/Fee Proposal. Broken down by cost per test for each proposed feature. Provide various price points based on recommended configurations of various services.
5. Signed Signature Sheet – Signed by individual with authority to make commitments on behalf of the company (Attachment A)
6. Completed Certificate of Non-Collusion (Attachment B)

## **SECTION 5 DISQUALIFICATION OF PROPOSAL**

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

1. Failure to respond within the established timetable.
2. Failure to completely answer all questions presented in the RFP.
3. Failure to provide requested documentation at the time of proposal submission.
4. Failure to provide access to test environments, if requested.
5. If the Proposer is unable to evidence a satisfactory record of integrity.
6. If the Proposer is not qualified legally to contract.
7. If the proposal at the opening does not contain a signed proposal, and a signed certificate of non-collusion.
8. Utah County reserves the right to reject any or all proposals.



**ATTACHMENT A**  
**SIGNATURE SHEET**

I hereby certify that the information submitted by me/my company in response to this RFP, including the pricing and all written and electronic information in this RFP response is true and accurate.

I understand that Utah County has the right to reject any or all proposals or to waive minor irregularities when to do so would be in the best interests of Utah County.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B**

**CERTIFICATE OF NON-COLLUSION**

STATE OF UTAH    )       Requests for Proposals  
                           )§     for  
 COUNTY OF UTAH )       Automated Identity Verification

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 \_\_\_\_\_ 2023 A.D.

My Commission Expires \_\_\_\_\_

Residing at \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ Seal

By: \_\_\_\_\_

Notary Public

**APPENDIX**  
**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.

(E) “Services” means any services to be performed for the County by Contractor as described in 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 by the end of the month 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; advertising materials, including any content or work product; images; newsletters; and intellectual property 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 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. 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, cyber liability, 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 three million-dollar 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. **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.
7. **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.
8. **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.
9. **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.

10. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify 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. 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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all federal, state, and local

laws, rules and regulations in the performance of its duties and obligations under the Agreement. 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.

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.
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.** Neither party to the Agreement will be held liable for delay or default caused by fire, riot, acts of God, 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.** 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 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.

25. **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.

26. **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.

27. **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.
28. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
29. **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.
30. **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 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 16. Confidentiality.**
31. **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 July 2019