

UTAH COUNTY, UTAH

**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ACTUARIAL SERVICES FOR
OTHER POSTEMPLOYMENT BENEFITS,
SELF-INSURANCE LINES OF COVERAGE,
AND ADVISORY SERVICES**

RFP 2023-31

NOVEMBER 2023

**ELECTRONIC SUBMISSIONS DUE
FRIDAY, DECEMBER 22, 2023 AT 3:00 PM MST
TO
ROBERTB@UTAHCOUNTY.GOV**

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SECTION 1: INTRODUCTION

1.1 OBJECTIVE

The intent of this Request for Proposal (RFP) is to obtain firm fixed pricing for a qualified actuarial firm. Utah County Government (the County) is looking to obtain the services of a qualified actuarial firm to conduct biennial valuations and interim financial updates of other postemployment benefits (OPEB) in accordance with Governmental Accounting Standards Board (GASB) requirements. In addition, the County may also ask the same actuarial firm to provide the County with an estimate of its retained liability and an assessment of the amount required to fund self-insured exposures for future years for the County's Workers' Compensation (WC), General Liability (GL), and property insurance programs. Finally, the County may request the actuarial firm to provide advisory services, assuring that the OPEB programs meet the objectives for delivering meaningful benefits and comply with all applicable laws and regulations.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

1.2 BACKGROUND INFORMATION ABOUT UTAH COUNTY

Utah County is located in north-central Utah, immediately south of Salt Lake County, Utah. The County, incorporated in 1850, covers an area of approximately 2,143 square miles. The County had an estimated 702,000 residents according to the 2022 U.S. Census Bureau estimate, making it the second largest county by population in the state of Utah. The County's general fund budget for 2023 is approximately \$128 million. The County's fiscal period is the calendar year (i.e., January-December). The County currently has approximately 1,200 full-time equivalent (FTE) positions in its approved staffing plan.

1.3 CONTRACT INFORMATION

The selected provider will be required to execute a professional service contract with the County. It is anticipated that this RFP may result in a contract award to a single contractor.

1.4 DESCRIPTIONS OF OTHER POSTEMPLOYMENT BENEFITS OFFERED BY UTAH COUNTY

The County offers the following postemployment benefits to its employees: (1) a health insurance benefit offered to County retirees and line-of-duty deaths; (2) a postemployment income benefit for surviving spouses and/or children of active employees who die prior to retirement; and (3) a Health Reimbursement Arrangement for qualified public safety employees.

It is the right of Utah County to change or discontinue, at any time, all or any parts of these postemployment benefits.

Health Insurance Benefit

Any County employee hired on or before July 1, 2003 in good employment standing (i.e., not subject to a disciplinary proceeding or investigation resulting, or which could result, in a recommendation for termination) voluntarily retiring before reaching age 65 with either 20 years of service for Utah County public safety employees or 30 years of service for all other Utah County employees, considering only Utah County government years of service, may elect to remain in the group health insurance plan available to currently employees until the retiree reaches age 65. The benefit the retiree receives will be based upon years of service as of January 2, 2004:

Years of Service as of January 2, 2004	Benefit
<p style="text-align: center;">100%</p> <p>(e.g., 20 or more years of service for public safety employees and 30 or more years of service for all other employees)</p>	<p>The premium paid by the County on behalf of the retired employee is the amount equal to the contribution made by the County for actively employed individuals.</p>
<p style="text-align: center;">80-100%</p> <p>(e.g., 16-20 years of service for public safety employees and 24-30 years of service for all other employees)</p>	<p>The premium paid by the County on behalf of the retired employee is the amount equal to the contribution made by the County for the two-party health insurance plan having the lowest cost for actively employed individuals as of January 1, 2004, increased by a maximum of 8% in each subsequent year. If the County contribution for the two-party health insurance plan having the lowest cost for actively employed individuals is increased by less than 8% in any year, the retiree contribution will be increased by the same percentage for that year. The maximum monthly benefit amount for FY2023 is \$1,022.</p>
<p style="text-align: center;">50-80%</p> <p>(e.g., 10-16 years of service for public safety employees and 15-24 years of service for all other employees)</p>	<p>The premium paid by the County on behalf of the retired employee is \$365 per month.</p>
<p style="text-align: center;">Less than 50%</p> <p>(e.g., Less than 10 years of service for public safety employees and 15 years of service for all other employees)</p>	<p>The premium paid by the County on behalf of the retired employee is \$178 per month.</p>

In addition, for Public Safety employees, in the event of a death in the line of duty, surviving spouses are eligible to join an employer plan with premium payments and HSA contributions made by the County until the first of (1) surviving spouse’s 65th birthday, (2) re-marriage, or (3) a

dependent child’s 26th birthday. Beginning 13 months after the line-of-duty death, the County is eligible for reimbursement of any costs from the State of Utah’s Local Public Safety and Firefighter Surviving Spouse Trust Fund.

Postemployment Income Benefit

Upon the death of an employee, the County will pay the employee’s survivors the following monthly benefit, provided the survivors comply with the County’s annual documentation of eligibility requirements:

- 40% paid to the spouse if both a spouse and unmarried child(ren) under age 21 survive.
- 30% paid to the surviving spouse if only a spouse survives (until spouse reaches age 65).
- 20% paid to surviving unmarried child(ren) under age 21 if there is no surviving spouse. If more than one eligible child survives, the 20% benefit shall be divided equally among the children.

Health Reimbursement Arrangement (HRA)

The County provides a retiree HRA benefit of \$800 annually for public safety employees that were hired prior to July 1, 2011 and retired on or after December 1, 2012. The HRA will reimburse for out-of-pocket medical, prescription, dental, or vision expenses; however, insurance premiums are not reimbursable. This benefit terminates upon the retiree reaching age 65. Surviving spouses can request reimbursement for expenses incurred prior to the death of the retiree if there is a balance remaining.

1.5 CURRENT OPEB STATISTICS AND INFORMATION

As of January 1, 2023, 20 participants were enrolled in postemployment health insurance.

As of January 1, 2023, approximately 114 current employees are eligible for the retiree health care benefit.

As of January 1, 2023, 13 beneficiaries are receiving a postemployment income benefit.

The County will fund its OPEB obligation using the “pay-as-you-go” method.

	2022	2021	2020	2019	2018	2017
Total OPEB Liability, as of December 31 (amounts expressed in millions)	\$6.5	\$8.2	\$8.3	\$10.5	\$9.9	\$10.3

1.6 INSURANCE HISTORY

The County currently purchases insurance for its workers' compensation, general liability, and property coverages. The County may at some future point decide to establish a self-insurance program for one or more of these lines of coverage. Information is requested in this RFP to account for this possibility.

1.7 SCOPE OF WORK

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

Valuations, which must be performed in accordance with generally accepted actuarial standards of practice promulgated by the Actuarial Standards Board and based on the actuarial assumptions and methods prescribed in GASB standards.

- A. Two (2) biennial actuarial valuations as of December 31 for all of the County's OPEB to include at a minimum:
 - i. A determination of the plans obligations and actuarially determined contribution (ADC).
 - ii. Information to assist in future planning for OPEB benefits plans.
 - iii. Financial reporting and note disclosure information as required by GASB standards for the County's Annual Comprehensive Financial Report (ACFR).
 - iv. A five (5) year projection of actuarially determined contributions.
 - v. Total OPEB liability by general ledger fund number.
 - vi. Demographic information.
 - vii. Plan provisions.
 - viii. Methods and assumptions.
 - ix. Narrative analysis of factors affecting, at a minimum, trends, obligations, and funding ratios.
- B. Two (2) interim financial updates as of December 31 for all of the County's OPEB using updated procedures to roll forward amounts to provide financial reporting and note disclosure information as required by GASB standards for the County's ACFR.
- C. One (1) experience study conducted during the contract term.
- D. Optional actuarial studies for the following lines of coverage to be provided only upon request of the County:
 - i. Expected premium and claim expense forecasts for Workers' Compensation and General Liability lines of coverage for the current and upcoming year at various confidence intervals.
 - ii. Calculation of maximum outstanding liabilities for all lines of coverage for GASB reporting purposes.

- iii. Calculation of probable maximum loss (PML) for property assets and lines of coverage.
- E. Advisory services as requested by the County on any technical, policy, legal, or administrative issues encountered through the agreement period to include, but not limited to:
- i. Performing ad-hoc funding scenarios based on changes in contributions and other assumptions.
 - ii. Determining the impact on the plan’s liability and annual expenses and contributions for assumption changes.
 - iii. Determining the actuarial impact on the plan’s liability for possible plan design changes.
 - iv. Informing the County on pending changes to GASB standards and their potential effect on the County plans, obligations, and ADC.

1.8 CONTRACT PERIOD AND DURATION OF WORK

The initial contract shall commence approval by the County and is anticipated to be for two (2) biennial actuarial valuations as of December 31 and two (2) interim financial updates as of December 31 with one (1) experience study conducted during the four-year contract period.

Deliverable Deadline	Task
March 1, 2024	OPEB Actuarial Study – Fiscal Year Ending December 31, 2023
March 1, 2025	Interim Financial Update
March 1, 2026	OPEB Actuarial Study – Fiscal Year Ending December 31, 2025
March 1, 2027	Experience Study Interim Financial Update
As negotiated	Optional actuarial studies for lines of coverage
As negotiated	Optional advisory services

Anticipated contract period: January 2024 through July 2027.

SECTION 2: PROCUREMENT RULES AND PROCEDURES

2.1 PROCEDURE

The procedures related to this RFP are as follows:

- a. Interested entities will prepare and submit their proposals according to the Procurement Timetable contained in Subsection 2.3.
- b. The County and/or its authorized representatives will evaluate all submitted proposals to determine acceptance or rejection of the proposals.
- c. The selected provider will be required to sign a professional services contract.

2.2 RULES OF PROCUREMENT

This procurement shall conform to and is governed by the County’s Procurement Rules and Regulations established by the County’s Division of Procurement.

All proposals must be submitted in the proposal format outlined in Section 3 of this RFP.

All prospective providers must meet the required criteria as of the date of submission.

The 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 the County.

2.3 PROCUREMENT TIMETABLE

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issuance Date	Monday, November 20, 2023
Closing Date for Receipt of Proposals	Friday, December 22, 2023 (3 p.m. MST)

2.4 CONTACT INFORMATION

Questions and clarifications regarding this RFP shall be posted before noon MST on Friday, December 8, 2023 to the Utah Public Procurement Place (U3P) website. The County’s Division of Procurement is the sole point of contact for this solicitation. Unauthorized contact with other County staff regarding the RFP may result in the disqualification of the offeror.

2.5 EVALUATION CRITERIA

A point evaluation system will be used to rank the proposals. Point ranges have been assigned to each category in accordance with the County’s determination of their relative importance. The evaluation criteria and their assigned points are listed in the following table:

EVALUATION CRITERION	ASSIGNED POINTS
Cost	0-40 points
Experience, References, and Reputation	0-40 points
Qualifications and Expertise of Staff	0-15 points
Responsiveness of Proposal	0-5 points

After taking into consideration the Evaluation Committee’s recommendations, the Board of County Commissioners shall award the contract to one of the top three ranked Proposers or may elect to reject all proposals.

SECTION 3: INSTRUCTIONS FOR PROPOSAL PREPARATION**3.1 PROPOSAL ORGANIZATION AND NUMBER OF COPIES**

Each respondent must submit an electronic copy of its proposal to the Utah County Purchasing Manager. The subject line of the email containing the proposal must be clearly labeled "SEALED PROPOSAL - ACTUARIAL SERVICES." The proposal must be delivered before 3:00 p.m. MST on the closing date to:

Robert Baxter, Utah County Purchasing Agent
robertb@utahcounty.gov

The proposal must include (in the following order):

- a. Title page.
- b. Transmittal letter.
- c. References.
- d. Completed "Cost Proposal" form provided in Exhibit A of this RFP.
- e. Completed "Detailed Information Response" form provided in Exhibit B of this RFP, including all requested attachments.
- f. Signed "Signature Page" provided in Exhibit C of this RFP certifying that the respondent understands the terms and conditions of the RFP and intends to abide by them if awarded a contract.
- g. Completed "Vendor Certification" form provided in Exhibit D of this RFP, including all requested attachments.
- h. Completed W-9 form.

3.2 PROPOSAL INCLUSION REQUIREMENTS

To be considered, a proposal must contain all sections as described in Subsection 3.1. Additionally, all respondents must answer all questions contained in Subsections 4.5, 4.6, and 4.7. Requested documentation relating to these forms must be attached. Responses must be on the included forms—no exceptions or substitutions will be allowed. If the respondent requires additional space, plain sheet(s) of paper may be used and attached to the form(s).

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

- a. Failure to respond within the established timetable.
- b. Failure to completely answer all questions on the proposal.
- c. Use of any other form or format other than those indicated in the RFP.
- d. Failure to provide requested documentation at the time of proposal submission.
- e. Illegible responses.
- f. Failure to sign and return the Signature Page.

SECTION 4: PROPOSAL REQUIREMENTS

4.1 TITLE PAGE

The title page must show the title of the RFP, the firm's name, the address of the office which would provide the services requested, and website address, if applicable.

4.2 TRANSMITTAL LETTER

The transmittal letter shall be on the bidder's official business letterhead and must be signed by an authorized agent of the firm. The letter of transmittal shall include:

- a. General Overview of Firm - This section should contain a general description of the firm, including size, number of employees, number of credentialed actuaries, primary business, other business or services offered, and a review of any past or contemplated changes in the ownership structure of the firm.
- b. Contact Information - The supervising actuary who will be assigned to the engagement and one other key contact person should be identified along with their contact information including, but not limited to, mailing address, business/cell phone number(s), and email address. Other actuaries and other personnel who will have key roles in the work should also be identified.
- c. Résumé Section - Brief résumés should be furnished for the key professional staff who will be assigned to this engagement. Summary information should be provided covering the professional qualifications and experience of the supervising and support actuaries and other personnel who would perform the requested work.
- d. Qualifications Section - The firm should describe its qualifications and experience in developing and preparing a detailed actuarial analysis and interim financial update for the County in accordance with GASB 74 and 75 requirements. The firm should also describe its qualifications and experience in providing advisory services.
- e. Significant Prior Engagements - For the firm's office that will be responsible for the work, the firm should provide a list of the most significant engagements performed in the last five years that are similar to the scope of work described in this RFP. The list of engagements can be in either the private or public sector but must be clearly labeled as such. The firm should highlight the accuracy of predictions from past engagements and the value delivered to clients.
- f. Approach Section - The firm should describe its ability to execute the required scope of services as outlined in Section 1.7. This section should also describe how the firm will communicate, educate, and coordinate with the County to determine the proper approach to determining valuations or forecasts. The firm should include details about process workflow, statistical models, and actuarial techniques employed to successfully complete the engagement.
- g. Timeline - The firm will identify the major tasks in the valuation engagement and the suggested timeline for completion, including the date the final valuation will be available.

- h. Data Requirements - The firm will list all data requirements, other than what has been identified in the RFP, required to complete the valuation and in what type of format that data must be provided.
- i. Support Requirements - The firm will describe the support that is required of the County's staff. The estimated level of support for the completion of each task shall be estimated by position and hours.
- j. Sample Reports – The firm will describe how the results of the analyses will be presented, including the format and level of detail of the reports. The firm will provide sample results of past studies, including at least one (1) example of an annual valuation report, one (1) example of an interim valuation report, one (1) example of a premium and claims expense forecast for a workers' compensation line of coverage, one (1) example of a calculation of maximum outstanding liabilities for a general liability line of coverage, and one (1) example of a calculation of a probable maximum loss for property assets. This section will also explain how the firm will communicate and collaborate with the County to ensure a comprehensive understanding of the findings. The firm will describe if actuarial results will be presented or interpreted for a public meeting. Additionally, this section will describe the firm's process if the County should receive a public records request for study results or interpretation thereof.

4.3 REFERENCES

The respondent shall furnish at least three (3) references for which the respondent has provided similar or related actuarial and advisory services within the last five years. Preference is for clients who are in the public sector. References must include the name of the client, the scope of the work performed, total value of the contract, performance period(s), supervising actuaries, and the name, telephone number, and email address of each principal client contact who would serve as a reference for the firm. In addition, the respondent shall list any clients that have been lost in the last five years.

4.4 COST PROPOSAL FORM

The "Cost Proposal" form attached as Exhibit A must be completed and included in the submission. The cost proposal amount shall include estimated hours, hourly rates, and expenses to arrive at a not-to-exceed total cost for all of the specified services requested in Section 1.7. An hourly rate for consulting for other optional services or for services beyond the scope of this RFP should also be provided along with a description of the types of value-added services that may be available and useful.

All pricing must be guaranteed for the entire term of the contract and is based upon successful completion of the valuations and projections within the time frames provided.

4.5 DETAILED INFORMATION RESPONSE FORM

The “Detailed Information Response” form attached as Exhibit B must be completed and included in the submission. The successful offeror must demonstrate that they have been in business providing similar actuarial services for at least the last five (5) years.

4.6 SIGNATURE PAGE

A “Signature Page” attached as Exhibit C must be executed and included in the submission.

4.7 VENDOR CERTIFICATION FORM

The “Vendor Certification” form attached as Exhibit D must be completed and witnessed by a notary public and included in the submission.

4.8 W-9 FORM

A completed W-9 form (“Request for Taxpayer Identification Number and Certification”) must be included in the submission. The W-9 form is not included with this RFP but a blank form is available upon request.

SECTION 5: EVALUATION PROCEDURES

5.1 ACCEPTANCE OF PROPOSAL

The County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of the County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

The responding party agrees that the County may terminate this procurement procedure at any time, and the County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party’s response.

5.2 DISPOSITION OF PROPOSALS

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

SECTION 6: TERMS AND CONDITIONS**6.1 GENERAL**

The County will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. The County will be legally bound only when and if there is a definitive signed agreement with the awarded provider.

It is vitally important that any person who signs a proposal or contract on behalf of a provider organization certifies that he or she has the authority to so act. The provider who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.

Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. The County shall have no liability to any person or entity under or in connection with this RFP, unless and until the County and such person shall have executed and delivered a definitive written agreement.

By responding to this RFP each responding party acknowledges that neither the 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 RFP. The responding party further agrees that neither the County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in a contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the responding party in any manner as having any legal effect whatsoever.

6.2 CONFLICT OF INTEREST

The responding party certifies, through execution of the contract, that no person in the County's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The responding party will not hire nor subcontract with any person having such conflicting interest.

EXHIBIT A: COST PROPOSAL FORM

Actuarial Studies, Interim Updates, and Experience Study

Biennial OPEB actuarial study (as of December 31, 2023) \$ _____

Interim financial update (as of December 31, 2024) \$ _____

Biennial OPEB actuarial study (as of December 31, 2025) \$ _____

Interim financial update (as of December 31, 2026) \$ _____

One experience study conducted during contract period
(suggested timing: as of December 31, 2026) \$ _____

Self-Insurance Studies (upon request of County)

Annual Workers' Compensation study \$ _____

Annual General Liability study \$ _____

Probable Maximum Loss Calculation \$ _____

Optional Consulting Services

An hourly rate for consulting for other services requested or for services beyond the scope of this RFP should also be provided along with a description of the types of value-added services that may be available and useful.

Performing ad-hoc funding scenarios based on changes in contributions and other assumptions. \$ _____ / hour

Determining the impact on the plan's liability and annual expenses and contributions for assumption changes. \$ _____ / hour

Determining the actuarial impact on the plan's liability for possible plan design changes. \$ _____ / hour

Informing the County on pending changes to GASB standards and their potential effect on the County plans, etc. \$ _____ / hour

Other Services (please list):
_____ \$ _____ / hour

NOTES:

1. All amounts are to include out-of-pocket expenses.
2. Hourly rates for optional consulting services may be listed by staff position on a separate sheet, if necessary.
3. Any deviation from this format may result in disqualification of proposal.

EXHIBIT B: DETAILED INFORMATION RESPONSE FORM

To receive full consideration, submitted proposals must contain responses to all questions. Failure to respond to all questions may result in exclusion from participation in this RFP.

1. PERSON TO CONTACT REGARDING THIS PROPOSAL

Company name: _____

Company address: _____

Telephone: (_____) _____ Email address: _____

Is the company address (select one): an office? a residence? other? _____

2. COMPANY INFORMATION

Owner's name: _____

President's name: _____

Contact name: _____

Contact telephone: (_____) _____ Contact email: _____

Type of company (partnership, corporation, venture, etc.): _____

State of incorporation, if applicable: _____ D&B DUNS Number: _____

Business License Number: _____

State of Utah Professional License Type(s) and License Number(s): _____

How long has this company been in business? _____ years and _____ months

3. WHICH COMPANY OFFICERS ARE AUTHORIZED TO EXECUTE CONTRACTS?

4. WHAT WOULD HAPPEN TO THE COMPANY IN THE EVENT OF THE OWNER'S ABSENCE OR DEATH?

5. BRIEF HISTORY OF THE COMPANY:

EXHIBIT C: SIGNATURE PAGE

I acknowledge that I have read and understand the RFP documents.

I hereby certify that the information submitted by me/my company in response to this request for proposal, including pricing and other information, is true and accurate.

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

I hereby certify that me/my company is legally registered to do business in the State of Utah.

I hereby certify that me/my company has paid all real and personal property taxes owed to Utah County, if applicable.

I hereby certify that me/my company is independent of Utah County and is unaware of any potential conflicts of interest if it were selected to perform the requested work.

I hereby certify that I am authorized to bind the firm in a contract.

Name of Firm _____

Signature _____

Print Name _____

Print Title _____

Date _____

EXHIBIT D: VENDOR CERTIFICATION FORM

To receive full consideration, submitted proposals must contain responses to all questions. Failure to respond to all questions may result in exclusion from participation in this RFP.

STATE OF UTAH)
)SS
COUNTY OF UTAH)

Is your firm currently involved in arbitration or litigation for any reason? YES NO
If "yes," attach explanation. [] []

Has your firm or any partner or officer ever been involved in any bankruptcy action? YES NO
If "yes," attach explanation. [] []

Has your firm or any partner or officer ever been listed on the Excluded Parties List System? YES NO
[] []

Are any of the Contractor's owners, officers, employees, or agents also employees of Utah County or related to any employees of Utah County? YES NO
If "yes," attach explanation. [] []

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, _____, of _____
(owner, partner, officer, or delegate) (firm)

do 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 contract or bidding process.

Signed: _____
(signature) (title)

Subscribed and sworn to before me this ____ day of _____ 2023 A.D.

My commission expires _____

Seal

Residing at _____

By: _____
(Notary Public)

EXHIBIT E: SAMPLE CONTRACT



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: _____
AMELIA POWERS GARDNER, 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 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 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. 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. 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.

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. 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.
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. **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 the 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.
16. **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.

17. **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.
18. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.
19. **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.
20. **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.
21. **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, 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.

22. **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.

23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
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 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 15. Confidentiality.**
33. **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 September 1, 2022