



REQUEST FOR PROPOSALS

INMATE DENTAL SERVICES

RFP 2024-12

CLOSING DATE FOR
RECEIPT OF PROPOSALS: Tuesday, November 5, 2024

TIME: 3:00 pm MT

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

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 BACKGROUND

The Utah County Security Center is located at 3075 North Main, Spanish Fork, Utah 84660. The Utah County Security Center is a detention facility for prisoners. The Security Center contains a self-contained, fully equipped dental office.

1.2 PURPOSE

Through this Request for Proposals (RFP), Utah County intends to evaluate qualified dentists to contract for dental services to the Utah County Security Center. The County prefers to enter into a contract with a local dentist associated with a private practice rather than with someone managed through a national or regional organization.

1.3 RFP ORGANIZATION

Pursuant to this RFP a contract will be executed, a sample copy of which is attached as Exhibit A. The initial contract period will be for a term of 3 years, commencing January 1, 2025 and terminating December 31, 2027. Utah County shall have an option, pursuant to the contract, to renew the contract for two additional one-year periods, upon the same terms and conditions.

This RFP is organized into six (6) sections plus Exhibits and a signature page.

Section 1, Administrative Overview - Outlines general information on the objectives of this RFP, background information on the issuing entity, and the organizational structure of the RFP.

Section 2, Procurement Rules and Procedures - Outlines the rules and schedules for this procurement.

Section 3, Instructions for Proposal Preparation - Outlines the precise manner in which proposals must be submitted for consideration. Failure to adhere to these guidelines may result in the rejection of the proposal.

Section 4, Proposal Requirements - Outlines the inclusion requirements for consideration of proposals.

Section 5, Evaluation Procedures - Describes how proposals will be evaluated by the issuing entity.

Section 6, Terms and Conditions - Outlines certain terms and conditions under which the contract must be performed.

1.4 DESCRIPTION OF WORK

- a. To examine, evaluate, diagnose, and treat the necessary dental needs of inmates incarcerated in the Utah County Security Center;
- b. To conduct multiple weekly dental clinics to treat up to 70 inmates per week as indicated by inmate need;
- c. To provide emergency dental services and emergency telephone consultations as needed on a 24 hour per day basis through a pager service or an answering service;
- d. To provide standard reports as requested by Utah County;
- e. To cooperate with the Jail's contract pharmacy in obtaining medications for inmates. To update and individualize the formulary, protocols, policies and procedures for dental services at the Utah County Security Center. Revised manuals will remain the property of Utah County;
- f. To provide billings at the time the services are performed in accordance with the usual method of billing;
- g. To provide in-service training to nurses at the Utah County Security Center, to attend quarterly administrative meetings and to develop quality improvement projects;
- h. To document in County's electronic records system dental treatments provided including time and date services are provided, evaluation, description of services provided, treatment plan, and prescriptions which shall all be kept at the Utah County Security Center;
- i. To provide a dental assistant to assist in the provision of services while examining, evaluating, diagnosing and treating the necessary dental needs of inmates incarcerated in the Utah County Security Center.

1.5 SECURITY

Provider and his/her dental personnel, if any, are required to meet the jail's security requirements including a background check. When an inmate is transported to a location other than the Utah County Security Center, the inmate will remain in a restraining belt and cuffs, whenever possible. If the inmate is an

escape risk and is considered dangerous, the attending Provider shall be advised and shall be entitled to the following:

- a. If it is necessary to remove the restraining devices, additional assistance shall be summoned.
- b. A uniformed officer shall accompany any prisoner being transported.
- c. Every effort shall be made to maintain safe and effective control over prisoners at all times and to secure the safety of Provider and other attending dental personnel.

SECTION 2 PROCUREMENT RULES AND PROCEDURES

2.1 PROCEDURE

The Procedure for the issuance of this RFP, evaluation of proposals, and selection of a provider is as follows:

- a. Interested parties will prepare and submit their proposals according to the Procurement Timetable contained in Subsection 2.3.
- b. Utah County and/or its representatives will evaluate all submitted proposals to determine acceptance or rejection of the proposals.
- c. The selected provider will be required to sign the contract which is attached as Exhibit A.

2.2 RULES OF PROCUREMENT

For this procurement, all proposals will be submitted in the proposal format outlined in Section 3 (Instructions for Proposal Preparation) of this RFP.

All prospective providers must meet the enclosed criteria as of the date of submission. Respondents will provide all requested information in the Detailed Information Response Forms.

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 requirements or condition from which a material deviation will not be approved by Utah County.

2.3 PROCUREMENT TIMETABLE

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

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issue Date	October 11, 2024
Closing Date for Receipt of Proposals	November 5, 2024

2.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be directed prior to the submission deadline date by telephone or email to the Utah County Purchasing Manager, Attention:

Robert Baxter
 Business Hours: 8:00 a.m. to 5:00 p.m. MT
 Email: RobertB@utahcounty.gov

After proposals have been submitted, Utah County officials and or their representatives may arrange to meet with a proposed provider to further discuss related issues.

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 view of their relative importance. The evaluation components are listed below with their assigned points:

- a. Experience, Education and Credentials 0-20
- b. Extent of Services offered 0-20
- c. Insurance capabilities & Background Check 0-20
- d. Cost 0-30
- e. Locally owned and controlled 0-10

SECTION 3 INSTRUCTIONS FOR PROPOSAL PREPARATION

3.1 PROPOSAL ORGANIZATION AND NUMBER OF COPIES

Each respondent must submit four (4) copies of its proposal to the Utah County Purchasing Manager. The proposal must be delivered to:

Robert Baxter
Utah County Purchasing Manager
100 East Center, Room 3600
Provo, Utah 84606

The proposal must include (in the following order):

- Transmittal letter describing background of respondent and the intent to participate in the contract.
- Completed Detailed Information Response Forms provided in the RFP (including all requested attachments).
- Signature Page certifying that the respondent understands the terms and conditions of the RFP and intends to abide by them if awarded a contract.

3.2

PROPOSAL INCLUSION REQUIREMENTS

In order 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 4.2 and 4.3. 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:

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

SECTION 4 PROPOSAL REQUIREMENTS

4.1 LETTER OF TRANSMITTAL

The letter of transmittal shall be on official business letterhead. The letter of transmittal shall include:

- A statement that the respondent will comply with all terms and conditions as indicated in the RFP.
- A statement indicating whether the respondent is a corporation or other legal entity.
- A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- A certification statement to the effect that the person signing the proposal is authorized to do so on behalf of the respondent.
- Names of the key contact persons with their title and telephone numbers. Also, indicate first and second back-up contact persons if the person signing the proposal is not available to take the call from Utah County.
- Name and complete mailing address of the respondent along with telephone number and fax number.

4.2 DETAILED INFORMATION RESPONSE FORM

The Detailed Information Response Form attached as Exhibit B must be completed and included in the submission.

4.3 SIGNATURE PAGE

A signature page in the form attached as Exhibit C must be executed and included in the submission.

SECTION 5 EVALUATION PROCEDURES

This process will include, but not be limited to, proposal evaluation and verification by appropriate Utah County Personnel and/or its authorized representatives. Based on the recommendation of The Evaluation Committee, the firm will enter into negotiations for a contract. The Board of County

Commissioners may either approve the contract or reject all proposals. The contract will become final and binding only with the approval and signing of the Utah County Commission.

5.1 ACCEPTANCE OF PROPOSAL

Utah 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 Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

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

5.2 DISPOSITION OF PROPOSALS

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

All proposals will be evaluated by authorized representatives of Utah County.

SECTION 6 TERMS AND CONDITIONS

UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

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

(A) The "Agreement" consists of the following documents:

(i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;

(ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and

(iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

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

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

(D) "Products" means any products to be delivered to the County by Contractor as described in the Utah

County Agreement cover page, including any products described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

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

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

2. EXTRA WORK.

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

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

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

4. OWNERSHIP IN INTELLECTUAL PROPERTY. The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information or hosting credentials; advertising materials, including any content or work product; images; newsletters; and intellectual property, including derivative works, created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information or credentials necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County’s request.

5. INSURANCE.

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

supplement the Commercial General Liability insurance coverage if needed to reach the coverage requirement.

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

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

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

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

7. GOVERNING LAW AND VENUE. The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or

proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

8. COMPLIANCE WITH LAWS AND REGULATIONS. At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement. To the extent that Contractor uses, stores, transfers, or manipulates any data in the performance of its obligations, Contractor will further comply with all applicable privacy and data laws and regulations, including but not limited to General Data Protection Regulation 2016/679 of the European Union (“GDPR”) and similar provisions from any jurisdiction in the United States and any locations where data is or may be stored.

9. EMPLOYMENT STATUS VERIFICATION. Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.

10. INDEPENDENT CONTRACTOR. Contractor’s legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

11. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney’s fees, arising out of or related to the Agreement. As between the parties to the Agreement, Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

12. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY. Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney’s fees), claims, judgments, liabilities, and costs in any action or claim brought against the County for infringement of a third party’s copyright, trademark, trade secret, or other proprietary right arising from this Agreement.

13. GOVERNMENTAL IMMUNITY. The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the “Act”). The County

does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.

14. NON-FUNDING CLAUSE. The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.

15. SALES TAX EXEMPTION. The County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.

16. CONFIDENTIALITY. Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law. Any employee or member of Contractor's firm, subcontractor, or agent with whom Contractor shares any information as described in this section will be under the same obligations of confidentiality, and Contractor is required to secure and provide to County written commitments to that effect from each such recipient of information.

17. TERMINATION. Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for approved

services rendered prior to the date of termination, subject to any offsetting claims by the County.

18. FORCE MAJEURE. The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

19. SEVERABILITY OF AGREEMENT. The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.

20. LEGAL SUPPORT. Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

21. NO PRESUMPTION. Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

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

23. TIME IS OF THE ESSENCE. The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform

the Products and Services.

24. DELIVERY. Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations, if applicable.

25. CONDITION AND TITLE. The products delivered by Contractor to the County shall be new and free of all faults and defects. Upon payment of the purchase price by the County to Contractor, Contractor shall provide the County with clear title, free and clear of all liens and encumbrances, if applicable.

26. INTERPRETATION OF AGREEMENT. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

27. NOTICES. All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder, including by email to the contact person for Contractor at the email address identified on the Utah County Agreement cover page.

28. COUNTERPARTS AND FACSIMILE SIGNATURES. The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

29. AMENDMENTS. No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.

30. ASSIGNMENT. The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.

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

32. WAIVER. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.

33. SURVIVAL. The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: Section 4. Ownership of Intellectual Property, Section 11. Indemnification, Section 12. Indemnification Relating to Intellectual Property, and Section 16. Confidentiality.

34. ENTIRE AGREEMENT. The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

EXHIBIT B

DETAILED INFORMATION RESPONSE FORM

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

1. Licensing Requirements. It is required that the selected provider will have its Utah state dental license in good standing. To meet this requirement, please respond to the following questions:

Is your Utah State Dental License in good standing? YES NO

Have you included copies of your Dental License? YES NO

2. Insurance. It is required that the selected provider obtain a Certificate of Insurance for professional and/or errors and omissions coverage in the minimum amounts indicated in Section 6.5. To meet this requirement, please respond to the following question:

Have you included the Certificate of Insurance for your proposal? YES NO

3. Emergency Services. It is required that the selected provider be able to provide dental services on an emergency basis, if and when necessary. To meet this requirement, please respond to the following question:

Can you provide dental services on an emergency basis and consultation services on a 24 hour per day basis through a paging or answering service? YES NO

4. Service Access. It is required that the selected provider have the ability to schedule appointments at least once per week. To meet this requirement, please respond to the following question:

Do you have the ability to schedule appointments at least once per week on a regular basis? YES NO

5. **Cooperation with Contract Pharmacy.** It is required that the selected provider have the ability to cooperate with the Jail's contract pharmacy by prescribing medications on the pharmacy's formulary. To meet this requirement, please respond to the following question:

Do you agree to cooperate with the Jail's contract pharmacy by prescribing medications on the pharmacy's formulary?

YES NO

6. **Company Background.** In the space provided, please provide information about the organization of your practice. Include number of years in business, ownership information, types of services provided, total number of employees, etc.

7. Are you willing to participate in quarterly medical administrative meetings held at the Utah County Security Center?

YES NO

8. Are you willing to provide your own dental assistant when providing service to the inmates at the Utah County Security Center?

YES NO

EXHIBIT C SIGNATURE

PAGE

All sections and exhibits of the RFP are understood and agreed upon. I will also allow UTAH COUNTY to perform any and all background checks, including any information regarding claims made against my malpractice insurance. I will provide such information as is necessary and will sign any and all releases necessary for UTAH COUNTY to perform background checks.

Signature

Title