

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

**REQUEST FOR PROPOSAL**  
**for**  
**BOILER SYSTEM REPLACEMENT**  
**HISTORIC COURTHOUSE**  
**RFP # 2024-8**

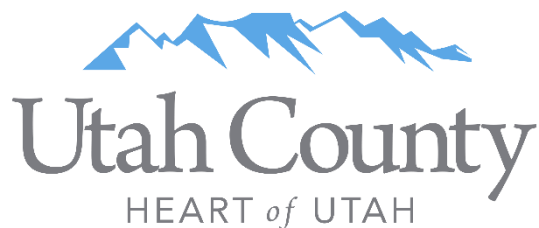
CLOSING DATE  
FOR RECEIPT OF PROPOSALS: Tuesday, July 23, 2024

TIME: 3:30 p.m.(Mountain Time)

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

MANDATORY PRE-BID  
CONFERENCE: Tues, July 9, 2024 2:00 pm or  
Wed, July 10, 2024 10:00 am (Mountain Time)  
Utah County Historic Courthouse  
51 South University Avenue  
Provo, Utah 84601

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



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## 1. REQUEST FOR PROPOSALS

### 1.1 INTENT

- A. Through this Request for Proposals (RFP), Utah County is seeking proposals from qualified companies to provide design and technical services as well as products that meet the specifications herein for Boiler System Replacement at the Utah County Historic Courthouse located at 51 South University Avenue, Provo, UT 84601.
- B. Responses to this RFP should include details about experience, key personnel, subcontractors and reference contacts as described herein. Utah County intends to compare and evaluate all qualifying submittals and select the most qualified company based on proposal content.
- C. This is a Request for Proposals only and should not be interpreted as a solicitation for services or as a contract for services. Submittals should be comprehensive, concise, and directly responsive to the goals and format as outlined in this RFP.
- D. If a company is recommended pursuant to this RFP, an agreement will be executed with Utah County, a sample copy of which is included herein as Exhibit C. **The County will not entertain changes to its Standard Terms and Conditions.**

### 1.2 MANDATORY PRE-PROPOSAL SITE VISIT

- A. Proposers **MUST** attend one (1) of the two offered MANDATORY Pre-Proposal Site Visits to be conducted at 2:00 pm on Tuesday, July 9, 2024 or at 10:00 am on Wednesday, July 10, 2024 in the Main Lobby on the first floor of the Utah County Historic Courthouse, 51 South University Avenue, Provo, Utah 84601. The site visit will last approximately one hour.
- B. Proposals will not be accepted from proposers who were not present at one (1) of the two offered MANDATORY Pre-Proposal Site Visits. It is each Proposer's responsibility to sign the official attendance sheet.

### 1.3 PROCEDURE

The procedure for response to this RFP, evaluation of proposals, and selection will be as follows:

1. Interested entities will prepare and submit their proposals prior to the specified Closing Date for Receipt of Proposals.
2. Utah County and/or its representatives will evaluate all submitted proposals as described herein.
3. The selected company will enter into an agreement with the County.

## 1.4 RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all proposals must be submitted in the proposal format outlined herein.
- C. All prospective Proposers must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Proposal Information Form.
- D. 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.

## 1.5 PROPOSAL SUBMISSION

- A. Each respondent must submit SIX (6) COPIES of its SEALED proposal to the Utah County Purchasing Manager, Robert Baxter. The envelope containing the proposal must be clearly labeled “SEALED PROPOSAL – BOILER SYSTEM REPLACEMENT RFP# 2024-8”. The bid must be delivered by mail or hand delivery by **Tuesday, July 23<sup>rd</sup> at 3:30pm** to:

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

- B. LATE PROPOSALS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN THE UTAH COUNTY PURCHASING POLICY.

## 1.6 PROPOSAL ORGANIZATION

The proposal must include the following information in a form not to exceed 25 pages:

- 1. Proposer’s Statement of Qualifications
  - a. Each Proposer shall provide a statement of qualifications. This shall be a short document that indicates the experience and qualifications of the Proposer and key personnel that will be performing the specified services herein to help ensure the project’s success. It should include resumes of the key personnel, copies of applicable licenses and certifications of the key personnel.
  - b. If applicable, each Proposer shall include a list of subcontractors expected to be used and their expertise and references for similar situations where the subcontractors’ provided services.
- 2. Proposer’s Project Experience
  - Each Proposer shall include a minimum of three (3) examples of similar projects that have been completed by the Proposer and the key personnel as

they relate to the Specifications herein. Information about similar projects should include starting and completion dates, project size, who the work was performed for at the time including name, address, telephone number and contact person, and what the responsibility of the Proposer was on the project.

3. Proposed Work Plan

Provide a detailed and comprehensive description of how the Proposer intends to provide the products and services requested in this RFP. This description shall include, but not be limited to: proposed schematics and design drawings, how the project(s) will be managed, a detailed timeline for design services as it relates to this project, a detailed timeline for delivery of products and installation, the working relationship between the Proposer and County staff, and the Proposer's general philosophy in regards to providing the requested services.

4. Fee Proposal

Each Proposer shall complete the Attachment B as outlined in this RFP. Attachment B will then be used for evaluating the proposers' cost value for design and technical services as well as product supply.

5. Completed Proposal Information Form (Exhibit A).

6. Completed Certificate of Non-Collusion (Exhibit B).

7. A copy of the Proposer's current local business license.

8. Termination or Debarment Certification

Each Proposer must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The Proposer must also certify that neither it nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the Proposer cannot certify these two statements, the Proposer shall submit a written explanation of the circumstances for review by Utah County.

## **1.7 PROPRIETARY INFORMATION**

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

## **1.8 QUESTIONS AND CLARIFICATIONS**

All questions regarding this RFP must be submitted through the Utah Public Procurement Place (U3P) web site. The deadline for submission of questions is three (3) business days before the closing date.

## **1.9 ACCEPTANCE OF PROPOSAL**

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

## **1.10 DISQUALIFICATION OF PROPOSAL**

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

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the RFP.
- C. Use of any type of 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. If the Proposer adds any provisions reserving the right to accept or reject an award or to enter into an agreement pursuant to an award, or any other unauthorized conditions, limitations or provisions.
- G. If the Proposer is unable to evidence a satisfactory record of integrity.
- H. If the Proposer is not qualified legally to contract.
- I. If the proposal at the opening does not contain a signed proposal, and a signed certificate of non-collusion.
- J. Utah County reserves the right to reject any or all proposals.

## **1.11 DISPOSITION OF PROPOSALS**

- A. All proposals (and the information contained therein) shall become the property of Utah County. No proposal shall be returned to the respondent regardless of the outcome of the selection process.
- B. The County reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.
- C. The proposal may be withdrawn upon request by the respondent, without prejudice, prior to, but not after, the time fixed to receive proposals.

## **1.12 INTERPRETATION OF RFP**

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

convenience only and do not constitute a part of the provisions hereof.

### **1.13 EVALUATION OF PROPOSALS**

- A. All proposals will be evaluated by authorized representatives of Utah County (the Evaluation Committee). The following criteria will be used by the Evaluation Committee in creating a score for each of the proposals:
  - Proposer's Statement of Qualifications: 15 points
  - Proposer's Project Experience: 25 points
  - Proposed Work/Design Plan: 30 points
  - Fee Proposal: 30 points
  - TOTAL: 100 points.
- B. Evaluation Committee members shall not confer with any Proposer regarding this RFP during the evaluation process. If information or clarification is needed regarding the RFP, the prospective Proposers are to contact the Purchasing Manager as herein defined.
- C. All proposals received shall be evaluated and scored independently by each member of the Evaluation Committee on the scoring sheets provided by the Purchasing Manager. The evaluation criteria will be based on the information described in the RFP.
- D. The award recommendation will be based on the best evaluated proposal and shall constitute only a recommendation to the Board of County Commissioners.
- E. Committee members may discuss the proposals together, but each committee member will privately score and/or rank their selection. The score sheets and/or ranking will be submitted to the Purchasing Manager for tabulation and disclosure to the full committee.

### **1.14 AWARD OF CONTRACT**

- A. After taking into consideration the Evaluation Committee's recommendations, tabulations, and rankings, the Board of County Commissioners shall either award the contract to the top ranked Proposer or may elect to reject all proposals.
- B. The Board of County Commissioners may make the awarding of a contract subject to further negotiations and modifications deemed to be in the best interest of the County, and the award of contract shall be subject to the County and the Proposer entering into a contract acceptable to the County. An individual contract will be required for the selected Proposer.

### **1.15 GENERAL**

- A. Utah County will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded Proposers. Responding to the RFP does not obligate Utah County to enter into any agreements or contracts.
- B. It is vitally important that any person who signs a proposal or agreement on behalf of



- a respondent certifies that he or she has the authority to so act. The Proposer who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.
- C. 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. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person have executed and entered into an agreement pursuant to the terms of this RFP.
  - D. By responding to this RFP each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

## GENERAL REQUIREMENTS

### **Alteration of Plans or Character of Work**

The County Commission, after recommendation by the County Public Works Director, reserves the right to make at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of construction, and the elimination of one or more items as may be found necessary or desirable. Such alterations shall not be considered as a waiver of nor release of the surety. The Contractor/Supplier agrees to accept the work as altered the same as if it had been a part of the original Agreement. The Contractor/Supplier shall proceed with the work alterations when ordered in writing.

**Financial increases to this Agreement must be approved in writing by the County Commission before additional work is authorized and constructed.**

### **Brand Name**

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

### **Change Orders**

Utah County may at any time, without notice to any sureties, by written order designated or indicated to be a change order, make changes to the work within the general scope of the contract and to the contract amount and/or contract deadlines.

The overhead, profit, and commission fees included in any change order bid shall not exceed the maximum percentages of the net cost of the bid as shown in the following table:

	Overhead & Profit	Commission
To prime Contractor/Supplier on work performed by subcontractors	0%	10%
To prime Contractor/Supplier or subcontractor for that portion of work performed with their respective forces	10%	0%

Only the Contractor/Supplier or subcontractor who actually performs or furnishes the work may charge for overhead or profit regardless of the number of tiers of subcontractors, that is, the markup on work subcontracted by a subcontractor will be limited to one charge of 10% for overhead and profit and one charge of 10% for the prime Contractor's/Supplier's commission.

Overhead and profit includes but is not limited to:

1. Estimating
2. Field supervision above foreman level superintendents, assistant superintendents, general foremen, engineers, accountants, timekeepers, office manager, and other staff;
3. Office supplies
4. Drinking water
5. Temporary heat, light, and power
6. Field toilets
7. Small tools; and
8. Other costs of materials and/or equipment associated with performance of the contract.

On bids covering both increases and decreases in the contract amount, the overhead and profit shall be computed on the net change only.

Each change order shall be signed by the Contractor/Supplier, the County Public Works Director, and the County Commission, and payment and performance bonds shall be increased by the Contractor/Supplier to reflect any increase to the contract amount before the Contractor/Supplier will be authorized to proceed with the work specified therein.

Failure of Contractor/Supplier and the County to agree on an adjustment of contract amount or contract deadlines shall not excuse Contractor/Supplier from proceeding with prosecution and performance of work. Contractor/Supplier, subcontractors, and suppliers shall handle all disputes in a manner which will permit work to proceed on schedule while the matter in dispute is being resolved.

The County shall have the right within its sole discretion to require Contractor/Supplier to commence performance of changes to work based on County requirements prior to the submission of a cost bid by the Contractor/Supplier to the County, or approval of the cost bid by the County. In such case, Contractor/Supplier shall proceed with the work so changed upon receipt of a Construction Change Directive from the County, and thereafter submit to the County as soon as possible any cost bid required.

### **Completion Date**

The completion date for the Boiler System Replacement is on or before November 27, 2024, regardless of weather conditions and other related problems. If the Contractor/Supplier fails to complete the work on or prior to the completion date, or by extension of time granted by the County in writing, then the Contractor/Supplier may forfeit his 5% payment retainer and shall in addition be liable for all additional costs and damages incurred by Utah County as a result of the failure of completion.

If abnormal weather conditions or other natural events totally beyond the control of the Contractor/Supplier require in the judgment of the County an extension of the completion date, written authorization must be given by County for such specific extension.

## **Liquidated Damages**

It is agreed by the parties to this Agreement that in case all the work called for in accordance with this Agreement is not completed before or upon the Completion Dates set forth in this Agreement, damage will be sustained by Utah County, and that it is and will be impracticable to determine the actual damage which Utah County will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor/Supplier will pay to Utah County **\$1860.00 per day** for each calendar day between the Completion Date required herein and the date of final acceptance thereof by Utah County, as liquidated damages and not as penalty. It is further agreed that the amounts stipulated are reasonable estimates of the damages that would be sustained by Utah County and the Contractor/Supplier agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor/Supplier agrees that Utah County may deduct the amount thereof from any money due to or that may become due the Contractor/Supplier by progress payments or otherwise in accordance with the terms of this Agreement, or if said amount is not sufficient, recover the total amount.

The Contractor/Supplier will not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God, acts of criminals, acts of Utah County, acts of the public utilities, fire, floods, epidemics, quarantine restrictions, labor strikes that delay the critical sequence of the work, and unusually severe weather or delays of subcontractors due to such causes, provided that Utah County is notified in writing of the causes of such delay.

## **Cooperation**

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

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

## **Delivery/Shipping**

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

## **Extra Work**

If extra work, as defined in the Utah County Standard Terms and Conditions, is authorized by the Utah County Commission in writing, payment for authorized extra work will be made by either of the following methods, as determined by the County:

1. Reimbursement for all direct and substantiated costs of labor, materials, supplies and equipment use, plus 10% to cover all indirect costs, overhead and profit; or
2. A lump sum, agreed to prior to beginning the extra work, to cover all of the items authorized in writing by the County.

### **Inspection**

Testing or work to determine contract compliance shall be performed by the Contractor/Supplier. Such testing shall comply with industry standards for all applicable products and their installation. Copies of test results must be provided to, and approved by, the County Project Manager prior to final acceptance of project.

Final acceptance and inspection of completed work shall be performed by the County Project Manager.

### **Insurance**

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

The Contractor shall file all required certificates of insurance with the Utah County Public Works Department in a timely manner following the Closing Date for Receipt of Bids and prior to commencing any work.

### **Keys**

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

### **Legal**

The Contractor/Supplier shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

### **License**

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

### **Payment**

Payment shall be required in the manner proscribed in the Utah County Standard Terms and Conditions. All bills must be signed and dated by both the Contractor and the County Project Manager before the payment process can commence. Each bill shall itemize the work performed and shall show progress of the work that can be verified. Actual payment will be

based upon inspection by the County Project Manager who will certify that the work has been performed in a workmanlike manner. **In accordance with Utah Code §13-8-5, Utah County may retain five percent (5%) of all payments to the Contractor or such other sums as authorized thereby until the end of the project.** Final payment of any sums retained will be paid thirty (30) days after request after approval of work by final inspection.

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

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

1. Defective work not remedied.
2. Liens or claims filed or reasonable evidence of probable filing.
3. The Contractor's failure to promptly pay subcontractors for labor and/or materials accepted by the Contractor.
4. The County's reasonable doubt that the project can be completed for the unpaid balance of the contract price.
5. Damage to another contractor.
6. Failure to maintain scheduled progress.
7. Any other failure of the Contractor which results in liability for the County.

### **Safety Requirements**

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

The Contractor/Supplier agrees to hold Utah County and the County's Engineer free and harmless from any and all damages/claims that may occur during the construction operations of this Agreement. The Contractor/Supplier shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this Agreement and construction operations.

The County Public Works Director or the County Project Manager will have the authority by written order to suspend work wholly or in part due to the failure of the Contractor/Supplier to correct conditions unsafe for the workmen or general public; for failure to carry out provisions of the Agreement; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

### **Sales Tax**

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

### **Supervision of Work**

The County Public Works Director shall have full supervisory powers in determining the extent of the construction on the project. Compensation shall be based upon logbooks maintained by the County Project Manager as a percentage of work completed and payment terms described under General Requirements. All decisions concerning the extent and acceptability of the work and the quality of all materials shall rest solely with the County Public Works Director.

### **Utilities**

Care shall be taken to preserve and protect existing overhead and underground utilities, pole lines, signs, pipelines, and improvements from injury or damage during construction operations. The Contractor/Supplier shall assume full responsibility for reimbursing the owners of the utilities for any damage to their properties, utilities, or improvements, or interference with their service caused through Contractor's/Supplier's operations at no additional cost to the County.

The Contractor shall be responsible to protect in place all utilities shown or not shown on this plan.

The Contractor shall be responsible for providing all water, power, sanitary facilities, and telephone services as required for the Contractor's use during construction.

**ATTACHMENT A**  
**SPECIFICATIONS**

**PART 1: GENERAL**

**S.1 BOILER SYSTEM REQUIREMENTS**

The equipment supplier shall furnish three (3) condensing boilers with a minimum input capacity of 3,000,000 Btu/hr each (total input of 9,000,000 Btu).

Flue connections from boilers to existing flue stack. Properly sized and all components provided for proper operation and connections.

The existing primary-secondary system has experienced premature component failures. To improve system reliability, the equipment supplier shall provide:

- Engineered schematic diagrams with recommended changes.
- Recommendations for a properly sized buffer tank, pumps, VFDs, and piping accessories for the primary and secondary loops.

Inspect the existing buffer tank to be sized:

- Allow the boilers a minimum runtime of 10 minutes while operating at a 5:1 turndown.
- Maintain a return water temperature of no more than 120°F to optimize boiler efficiency for condensing operation.

A fast-driving draft controller for each boiler shall be included to ensure peak combustion performance.

The new boiler system shall interface seamlessly with the existing building infrastructure, including:

- System piping connections
- Natural gas connections, including current regulators.
- Flue connections
- Combustion air connections
- Electrical and controls connections

The equipment supplier shall provide:

- Engineering and technical support for equipment installation.
- Factory-authorized technicians for boiler startup.

All components shall comply with specifications in later sections of this document.



## **S.2 SITE VISIT**

A site visit is required as outlined in Section 1.2 page 1 of the RFP.

## **S.3 SUBMITTALS**

- A. Include product data such as:
  - 1. Rated capacities
  - 2. Shipping, installed, and operating weights.
  - 3. Furnished specialties
  - 4. Accessories for each model indicated.
  
- A. Shop drawings detailing equipment assemblies and indicating:
  - 1. Dimensions
  - 2. Required clearances.
  - 3. Method of field assembly
  - 4. Components
  - 5. Location and size of each field connection
  - 6. Wiring diagrams detailing wiring for power, signal, and control systems, differentiating between manufacturer-installed and field-installed wiring.
  
- C. Source quality control tests and inspection reports providing test results for compliance with performance requirements before shipping.
  
- D. Field test reports providing test results for compliance with performance requirements.
  
- E. Maintenance data including:
  - 1. Parts list
  - 2. Maintenance guide
  - 3. Service manual
  - 4. Wiring diagrams for each boiler
  
- F. Preliminary engineering recommendations and sketches. Complete engineering and drawings will be required upon award.
  
- G. Submittals must be submitted with bids, following county bid requirements.

## **S.4 QUALITY ASSURANCE**

- A. Electrically operated components specified in this Section shall be listed and labeled as defined in NFPA 70, Article 100.
  
- B. Listing and labeling agency qualifications: A "Nationally Recognized Testing Laboratory" as defined in OSHA Regulation 1910.7.

- C. Boilers shall bear the ASME “H” stamp and be National Board listed.
- D. Control devices and control sequences shall comply with the requirements of FM.
- E. Comply with NFPA 70 for electrical components and installation.
- F. Control devices and control sequences shall comply with the requirements of IRI (GE GAP).

## **S.5 COORDINATION**

Coordinate the size and location of each boiler with current conditions.

## **S.6 WARRANTY**

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights under the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Supplier. Supplier shall provide two years of warranty parts and labor.
- B. Special Warranty: Submit a written warranty, executed by the supplier, for the heat exchanger.
  - 1. Warranty Period: The heat exchanger assembly shall carry a minimum ten (10) year warranty (non-prorated) and will cover damage due to thermal shock, when installed as a closed loop hot water boiler.

## **PART 2: PRODUCTS**

### **S.7 MANUFACTURERS**

- A. Available Manufacturers: The manufacturer shall be a company specializing in manufacturing the products specified in this section with a minimum of five (5) years' experience.
- B. Supplier Introduction
  - 1. Provide a brief overview of the company, highlighting experience in supplying equipment and design help for similar projects.
  - 2. List anything that differentiates your products or expertise, making you a perfect fit for this project and Utah County's needs.
- C. Design Requirements:
  - 1. Boilers shall be CSA design certified as condensing boilers.
  - 2. Minimum 5:1 continuous turndown with constant CO<sub>2</sub> over the turndown range.
  - 3. Operate on natural gas or propane with a CSA International certified input rating as noted in the drawings, and a thermal efficiency rating up to 99% at minimum input.

4. Symmetrically air-fuel coupled for combustion quality and automatic adjustment for altitude and temperature changes.
5. Proven pilot interrupted spark ignition system.
6. UL approved flame safeguard ignition control system using UV detection flame sensing (air-cooled to prevent condensation and misalignment).
7. Easy access covers for servicing all components (no large, difficult-to-remove enclosures). All access points must be fully sealed to maintain the sealed combustion process.
8. Diagnostic Control Panel: Each boiler shall include a user-friendly control panel with a clear text display indicating the status of all interlocks and the BTUH input percentage. The control panel shall be accessible through a fully removable cover, leaving the diagnostic display intact and unobstructed.

## **S.8 COMPONENTS**

### **A. Ignition Components:**

Alumina ceramic insulated ignition electrodes aligned with a pilot burner (integrated into the burner) and a permanently arranged UV sensing tube for proper alignment.

### **B. Capacity:**

Operate at rated capacity with pressures as low as 3" W.C. at the inlet to the burner gas valve.

### **C. Burner and Gas Train:**

1. Variable modulating firing rates.
2. Repeatable CO<sub>2</sub> at both low and high fire modulating firing rates.
3. Operate without exceeding 20ppm of NO<sub>x</sub>.
4. Burner Ignition: pilot with intermittent spark.
5. Safety Controls:
  - a. Energize ignition.
  - b. Limit time for establishing flame.
  - c. Prevent gas valve opening until pilot flame is proven.
  - d. Stop gas flow on ignition failure.
  - e. Allow gas valve to open only after successful ignition.
6. Flue Gas Collector: Enclosed combustion chamber with integral combustion air blower and single venting connection.
7. Gas Train: Factory-mounted and CSD-1 compliant components including:
  - a. Two (2) manual ball type gas valves (main and leak test)
  - b. Pilot gas pressure regulator
  - c. Automatic pilot gas valve

### **D. Safety Devices: (Factory-mounted)**

1. Low gas pressure switch
2. Air flow switch
3. Blocked flue detection switch
4. Low water cutoff (manual reset)

5. High temperature manual reset

## **S.9 DIGITAL COMMUNICATIONS CONTROL**

- A. Building Management System (BMS):
  1. BACNET standard protocol (with MODBUS, LON-WORKS, and N2 optional protocols).
  2. Proper cards supplied for control and monitoring all boilers.
- B. Analog Signals: 4-20mA and 0-10vdc are also supported.
- C. System/Boiler Status Display: English text display of operating status.
- D. Interlock, Event, and System Logging: Time-stamped logging.
- E. Advanced PID Algorithm: Optimized for specific boilers.
- F. Temperature Sensor Inputs: Dedicated inputs for:
  1. Outside Air Temperature
  2. Supply (Outlet) Temperature
  3. Return (Inlet) Temperature
  4. Header Temperature
- G. Automatic Sensor Detection: Automatically detects optional temperature sensors on startup (Header sensor provided).
- H. Boiler Pump/Valve Control Modes: Multiple options available.
- I. Combustion Air Damper Control: With proof time.
- J. Alarm Contacts
- K. Runtime Hours
- L. Outdoor Air Reset: Programmable ratio.
- M. Time of Day Clock: Up to four (4) night setback temperatures.
- N. Failsafe Mode: Boiler/system runs off Local Setpoint if BMS communication is lost.
- O. Domestic Hot Water (DHW) Support: Using a 10k sensor or a dry contact input from a tank thermostat and a domestic hot water relay (pump/valve).
- P. Continuous Daily Runtime Restart: Monitors runtime and restarts any boiler exceeding 24 hours of continuous operation to protect the UV flame scanner.

- Q. Lead Boiler Selection: Allows selection of any boiler to act as the Lead Boiler.
- R. Adaptive Modulation: Master boiler adjusts system modulation rate when a new boiler is started, then resumes control to maintain setpoint temperature.
- S. Priority Firing: Allows mixing condensing and non-condensing boilers using two priority levels.
- T. Priority Start/Stop Qualifiers: Based on modulation percentage, outdoor air temperature, or return water temperature.
- U. Base Loading: Enables control of one (1) base load boiler with enable/disable and 4-20mA modulating signal (if required).
- V. Web-Based Monitoring System: Integrated into each boiler.
  - 1. Notifications: Email or SMS text message for out-of-tolerance conditions.
  - 2. Web Portal: Performance dashboard displaying key data points for the system and each boiler.
    - a. Detailed data points and system setpoints.
    - b. Boiler and System runtime and cycle count.
    - c. Intelligent diagnostics and troubleshooting guide.
    - d. Original factory test data including bill of materials.
    - e. Ability to enter field service records with file uploads.
    - f. Time-stamped history of data points and settings.
    - g. Detailed event log entries.
    - h. Visual trending of the boiler system and operating parameters.
    - i. Video tutorials explaining each section of the web portal.
  - 3. Network Connectivity: Connects directly to a 10/100mbps TCP/IP network or utilizes a cellular network if a facility network is unavailable.
  - 4. Data Encryption: Utilizes a non-public proprietary data encryption algorithm.

## **S.10 ADDITIONAL COMPONENTS**

- A. Safety-Relief Valve: ASME rated, factory set to protect boiler and piping as per schedule/drawings (100 psig setpoint, field verified) with a 100-psi maximum allowable working pressure.
- B. Gauge: Combination water pressure and temperature gauge shipped factory installed. LCD outlet temperature readout integrated into the front boiler control panel display for easy monitoring (factory mounted and wired).
- C. Flow Sensor: Digital flow sensing device integral to the boiler control system, mounted in a bypass, indicating boiler flow in gallons per minute (gpm). Utilizes vortex technology for an electronic signal sent to the Boiler Control System for real-time flow annunciation. The set-point is fully adjustable throughout the boiler model operating range.

- D. High Limit Control: Temperature control with manual-reset limits boiler water temperature in series with the operating control. High Limit shall be factory mounted and sense the outlet temperature of the boiler through a dry well.

### **S.11 SOURCE QUALITY CONTROL**

- A. Boilers shall be tested and inspected according to the ASME Boiler and Pressure Vessel Code, Section IV.
- B. Boilers shall be test fired in the factory with a report permanently attached to the exterior cabinet of the boiler for field reference.

## **PART 3: EXECUTION**

### **S.12 QUALITY CONTROL**

- A. Factory representative to supervise the field assembly of components and installation of boilers, including piping and electrical connections. Report results in writing (minimum two visits).
  - 1. Test and adjust controls and safety. Replace malfunctioning equipment.
  - 2. Commission boilers by a factory-authorized technician.
- B. Verify that installation adheres to specifications:
  - 1. Electrical wiring complies with the manufacturer's requirements.

### **S.13 CLEANING**

- A. Factory representative to flush and clean boilers upon installation completion, following manufacturer's instructions.
- B. Inspect exposed finishes, remove debris, and repair damage with manufacturer's recommended polish.

### **S.14 COMMISSIONING**

- A. Factory-authorized service representative to perform startup service after complete boiler room operation is verified:
  - 1. Boiler Installation Verification:
    - a. Level on concrete base.
    - b. Flue and chimney installed without damage.
    - c. No damage to boiler jacket, refractory, or combustion chamber.
    - d. Pressure-reducing valves function correctly.
    - e. Clearances provided and piping flanged for easy removal.
    - f. Heating circuit pipes connected correctly.

- g. Labels clearly visible.
- h. Boiler, burner, and flue clean.
- i. Pressure and temperature gauges installed.
- j. Control installations completed (including electrical wiring).
- k. Supplied accessories installed and functioning correctly.
- 2. System Component Verification and Testing:
  - a. Pumps operate properly.
  - b. Gas pressure regulator device functions correctly.
  - c. Fluid-level, flow sensor, and high-temperature interlocks in place.
- 3. Boiler Startup and Adjustments:
  - a. Start pumps and boilers, adjust burners for maximum efficiency.
  - b. Document performance and record data in startup checklist.
  - c. Test and record performance of boiler protection devices and firing sequences.
  - d. Operate boilers as per the manufacturer's recommendations.
- 4. Combustion Efficiency Testing:
  - a. Perform tests at maximum and minimum firing rates.
  - b. Measure and record:
    - i. Differential pressure across air/gas orifice.
    - ii. Combustion air temperature at burner inlet.
    - iii. Flue gas temperature at boiler discharge.
    - iv. Flue gas CO<sub>2</sub>, O<sub>2</sub>, and CO concentration.
    - v. NO<sub>x</sub> emissions (if applicable).
    - vi. Natural flue draft.
- 5. Temperature Measurement:
  - a. Measure and record temperature rise through each boiler.

## **S.15 DEMONSTRATION**

- A. Factory-authorized service representative to train owner's maintenance personnel on:
  - 1. Boiler operation, including accessories and controls.
  - 2. Startup and shutdown procedures.
  - 3. Troubleshooting, servicing, and preventive maintenance.
  - 4. Maintenance manual review.
  - 5. Schedule training with at least 7 days' notice.

## **PART 4: SITE SPECIFIC**

### **S.16 SITE SPECIFIC**

- A. Identical Boilers: Three (3) identical boilers, each with a minimum capacity of approximately 3,000,000 BTU (total 9,000,000 BTU).
- B. Shipping: Delivery to 2855 South State Street, Provo, Utah 84606 from the factory. Included in bid.

- C. Startup and Training:
  - 1. Factory startup and operational training to be conducted after complete boiler installation.
  - 2. Warranty coverage will commence upon successful startup.
  
- D. Design Support: Utah County personnel require design support for:
  - 1. Suggested piping modifications
  - 2. Boiler layout/System changes
  - 3. Flue design considerations
  - 4. Gas connection recommendations
  
- E. Boiler Control System: Provide a boiler control system designed for efficient operation of all three boilers, including lead-lag sequencing to ensure equal operation time.
  
- F. Complete Boiler System (Excluding Utilities): Deliver all necessary components for a fully operational boiler system, excluding electrical wiring, piping connections, and gas hookups.
  
- G. Domestic Hot Water Pre-Heat Assistance: Provide design assistance for pre-heating domestic hot water utilizing the boilers and a heat exchanger if deemed feasible.



**ATTACHMENT B**  
**FEE PROPOSAL**

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

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

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

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**B.1 BID PRICES**

Supplier shall provide a bid price for each item listed, and each additional proposed upgrade or component not required under normal boiler operation (buffer tank, flue dampers, automatic valves, pumps, etc.)

A. Lump sum bid to provide the products, materials, and services as specified in Attachment A Specifications:

TOTAL BID PRICE: \$ \_\_\_\_\_

**B.2 CERTIFICATION**

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Request for Boiler System Replacement. I further certify that the information submitted by me/my company in response to this RFP, including the pricing and other information, is true and accurate.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A**

**PROPOSAL INFORMATION FORM**

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

COMPANY NAME & ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

COMPANY OWNER: \_\_\_\_\_  
COMPANY PRESIDENT: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ Phone: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

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

If a Corporation, in what State Incorporated: \_\_\_\_\_  
Business License Number: \_\_\_\_\_  
State of Utah Architect License Number: \_\_\_\_\_  
Federal Tax Identification Number: \_\_\_\_\_  
D&B D-U-N-S Number: \_\_\_\_\_  
How long has this company been in business: \_\_\_\_\_ Years, and \_\_\_\_\_ Months.

Officers authorized to execute contracts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Brief History of the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

PROPOSAL INFORMATION FORM Page 2

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

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

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

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

FINANCIAL REFERENCES

1. Bank Name & Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Manager \_\_\_\_\_ Phone \_\_\_\_\_

2. Bank Name & Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Manager \_\_\_\_\_ Phone \_\_\_\_\_

CLIENT REFERENCES

1. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B**

**CERTIFICATE OF NON-COLLUSION**

STATE OF UTAH     )     Request for Proposals  
                          )SS   for  
COUNTY OF UTAH   )     Boiler System Replacement

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 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 \_\_\_\_\_ 2024 A.D.

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

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

Seal

By: \_\_\_\_\_  
                          Notary Public

**EXHIBIT C**

**SAMPLE AGREEMENT WITH STANDARD TERMS AND CONDITIONS**



AGREEMENT

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

Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_ Email: \_\_\_\_\_

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

1. PURPOSE OF CONTRACT

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

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

2. CONTRACT COSTS

Contractor will be:

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

3. CONTRACT PERIOD

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

4. ATTACHMENTS

The following indicated attachments are fully incorporated into this agreement:

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

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

IN WITNESS WHEREOF, the parties have executed this agreement on \_\_\_\_ of \_\_\_\_\_ 20\_\_.

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: \_\_\_\_\_
Deputy Clerk

By: \_\_\_\_\_
BRANDON B. GORDON, Chair

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

CONTRACTOR

By: \_\_\_\_\_
Deputy Utah County Attorney

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

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

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

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

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

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

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

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

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

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

**2. EXTRA WORK.**

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

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

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

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

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

## 5. **INSURANCE.**

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

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

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

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



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

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

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

the remainder from being carried into effect.

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

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

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

not constitute a part of the provisions hereof.

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

Revised June 11, 2024