

**UTAH COUNTY  
RFP 2025-7**

**REQUEST FOR PROPOSALS**

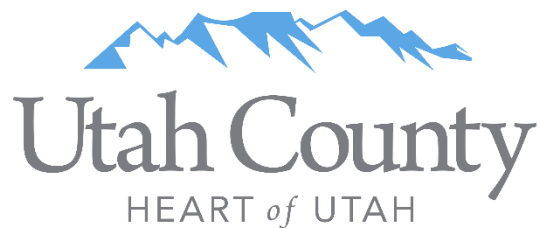
**FOR AN**

**EMPLOYEE BENEFITS  
BROKER/CONSULTANT**

**CLOSING DATE FOR RECEIPT OF PROPOSALS:**  
**TIME:**

**Friday, April 18<sup>th</sup>, 2025**  
**12:00 Noon (Local Time)**

**Proposals are to be submitted through the Bonfire eProcurement platform.**



## **SECTION 1 ADMINISTRATIVE OVERVIEW**

### **1.1 PURPOSE**

Utah County is soliciting proposals from insurance brokers/consultants qualified to perform brokerage and consulting services for our Group Employee Benefits Programs, including medical, dental, vision, life, Short Term Disability, LTD, Employee Assistance Program, HSA, FSA, voluntary benefit plans, legal, HR Support, etc.

Utah County is interested in selecting a partner that will pro-actively assist Utah County in providing health and welfare programs to its employees at the best value. Proposers will be evaluated for their ability to negotiate health and welfare plans that:

- A. Directly improve employee recruitment, retention satisfaction and engagement.
- B. Directly support Utah County's financial goals and objectives.
- C. Provide long term strategic value to Utah County regarding employee total compensation.

### **1.2 CURRENT BENEFITS**

Utah County currently provides a fully insured high deductible health plan as well as a PPO plan, both through the SelectHealth SHARE program. In addition, the County contributes to Health Savings Accounts administered by HealthEquity.

The 2025 HDHP (HSA Eligible) deductible is \$4,000 for families and \$2,000 for singles with out-of-pocket maximums of \$6,000 (family)/\$3,000(individual). The cost of the HDHP Plan is paid in full by the County for full-time employees; the County also makes a matching contribution and wellness incentives of up to \$2,000 annually to each employee's Health Savings Account.

The County also offers a traditional health insurance plan (PPO) option along with the HDHP. Employees pay the difference in coverage cost for the PPO Plan. Fewer than 10% of eligible employees elect this option. In-network deductibles are \$1,000(individual)/\$2,000(family) with out-of-pocket maximums of \$3,000(individual)/\$6,000(family).

An annual waiver incentive of \$960 (individual)/\$1,920 (family) is paid to full time employees who have other health insurance coverage and elect to waive the County's plan.

A self-funded dental plan is offered with two options: 1. A base preventative services only plan with an annual max of \$1000 and a deductible of \$50 (individual)/\$150 (family) and 2. A Comprehensive option with an annual max benefit of \$2000 per person and a deductible of \$50 (individual)/\$150 (family)

In addition, full purpose, limited purpose, and dependent care Flexible Spending Accounts

are available to employees. The County offers a fully employee-funded vision plan. The County also provides an Employee Assistance Plan through IHC. The County has been sponsoring a successful wellness program since 2007. This program is administered by the Utah County Human Resources Department and HealthyLiving.

Other welfare benefits include basic employee and dependent life insurance paid by the County (\$50,000 per employee, \$10,000 per dependent) as well as optional dependent and supplemental life insurance paid by employees. All life insurance is currently provided by The Standard, who also provides Long and Short Term Disability and AD&D insurance. AD&D is \$50,000 for Public employees and \$100,000 for Public Safety employees. The County also provides a Legal Assistance benefit, Accident Insurance, Hospital Indemnity, and Critical Illness coverage.

### **1.3 REQUIREMENTS**

The selected broker/consultant will:

- A. Demonstrate extensive experience working in Utah with municipalities and governments;
- B. Provide expert advice in the design and review of benefit plans and plan documents;
- C. Actively analyze and benchmark Utah County's health and welfare benefit programs against current and future trends in the marketplace and among similar municipalities and governments;
- D. Pro-actively develop strategic initiatives, recommendations for cost saving initiatives, and implementation of plans;
- E. Pro-actively advise and train County staff on all compliance matters, including the ACA, etc;
- F. Facilitate online enrollment and document distribution to employees

This list is not intended to be all-inclusive. Additional ideas and suggestions for programs and/or services not specifically listed above which would benefit Utah County and its employees or further enhance the value of your services are invited and encouraged.

*Please do not contact insurance markets on our behalf!* At this point, we are seeking background information on your firm and ideas on how you would approach the management of our benefits program. Your response should be developed solely on the basis of your firm's knowledge, resources and experience, and how they might apply to Utah County Government.

Recipients of this RFP should view this as an opportunity to inform Utah County of the unique capabilities and resources you offer, the specific benefits you can offer to Utah County, and the reasons Utah County should do business with you.

## **1.4 BROKER/CONSULTANT'S RESPONSIBILITIES**

- A. Serve as a designated insurance broker of record for Benefit Programs.
- B. Solicit and analyze insurance proposals and present the results of such analysis to the appropriate parties.
- C. Negotiate all insurance renewals, including meeting directly with insurance company underwriters and place insurance as directed.
- D. Analyze claim experience/financial development for all insurance coverages.
- E. Prepare annual reports, in any reasonable format requested by Utah County, for each line of coverage, analyzing financial developments, network utilization, insurer cost structures, etc., and make recommendations regarding changes, modifications and/or Benefit enhancements.
- F. Plan and attend quarterly meetings, take and distribute meeting notes, prepare financial reports, interpret and distribute carrier reports, coordinate presenters and attendees, follow-up with carriers, attendees and action items, and serve as the County's Benefit resource.
- G. In accordance with parameters and criteria established by Utah County, make recommendations regarding various Benefit and insurance plans, insurance carriers, health maintenance organizations, administrators and Benefit service providers.
- H. Review all insurance, benefit and administrative service documents for accuracy and adherence to prior agreements.
- I. Provide in all benefit carrier negotiations, with inclusion of an integration to the HRIS platform Workday.,
- J. Provide open enrollment support, including, but not limited to, developing timelines, assisting with the development of open enrollment materials and the determination and coordination of the Benefits Fair attendees, and coordinating and participating in open enrollment meetings as reasonably requested.
- K. Assist with budget projections on future costs of Benefit programs.
- L. Review contracts with providers for accuracy in rates, Benefits, eligibility, and coverage definitions.
- M. Review evidences of coverage (EOC) for accuracy, make recommendations regarding changes, modifications and/or benefit enhancements, and negotiate changes with carriers.
- N. Assist with claims and billing issues as requested.
- O. Assist with the implementation/transition of carriers/administrators.

- P. Alert Utah County of legislative mandates and assist with compliance with benefit laws and regulations, including but not limited to ACA, COBRA and HIPAA.
- Q. Attend administrative meetings as requested.
- R. Provide concise, timely and effective special executive summary reports, as needed.
- S. Provide Plan Summary Documents and distribute to all employees prior to the start of the plan year.
- T. Perform detailed analytical review of third-party administration, prescription drug and utilization.
- U. Inform Utah County Staff of major national or regional health care trends.
- V. Provide seminars and educational sessions to employees and retirees, including monthly orientation.
- W. Have knowledge of Governmental Accounting Standards Board (GASB) regulations as they relate to Utah County's employee benefit plans.
- X. Provide and Prepare an annual benefit guide for Utah County Employees. Provide printed booklets as well as electronic copies.

## **1.5 ASSURANCES**

By responding to this RFP, each proposer assures the County that, if selected as a broker, proposer will:

- A. Make a diligent effort to place all insurance requested by the County at the lowest possible price consistent with adequate breadth of coverage and stability of insurers.
- B. Advise the County of ways in which coverages proposed or provided differ from those currently in place.
- C. Disclose to the County all commissions, payments, and compensation, proposer is eligible to receive or has received from insurers providing coverage to the County, or from any other source related to or arising out of the County's account.
- D. Not assign or transfer the County's account, or any portion of the County's business, without the County's prior written approval.
- E. Fully disclose to the County all quotes received from insurers, acting in the County's best interest at all times.
- F. Comply with all provisions of this RFP and the proposal throughout the term of appointment.

G. Not create or maintain any conflict of interest between the County and any Provider. If any conflicts of interest exist, they must be disclosed.

H. Not accept or maintain any appointment or position as a board member, or official, with any provider.

## **1.6 RECOMMENDED MINIMUM QUALIFICATIONS**

A. Licensed as an insurance broker or agent in the State of Utah with at least 5 years of experience in providing services as outlined in this RFP.

B. Errors and omissions insurance with a minimum limit of \$2,500,000 per Occurrence.

C. Access to sufficient markets to obtain quotes from A-rated companies.

D. Ability to act as broker in procuring insurance from the County's current providers.

## **1.7 SPECIFIC QUESTIONS**

Please respond to each question in your RFP proposal.

### **Your Company**

A. Briefly describe your firm's history and background.

B. Provide details of your firm's financial status and stability.

C. Discuss any impending changes in your organization that could impact the delivery of services.

### **Your Practice**

A. Describe the proposed team that would work with Utah County and provide information about the qualifications and expertise of each team member.

B. How often does your team meet with your clients and for what purposes?

C. Describe your firm's position in the industry and how that may translate into superior carrier relationships.

D. Do you have a method or process in place to gauge client satisfaction?

E. If your firm is selected, how would you propose we transition our account?

## **Expertise**

- A. Describe your approach to supporting our programs throughout the plan year.
- B. How do you manage vendor relationships?
- C. In your opinion, what are the major challenges of local government benefits programs and how will your firm help meet these challenges?
- D. Describe your process for negotiating renewals. Be prepared to share examples of your success in negotiating renewals.
- E. Describe your underwriting and actuarial resources.
- F. Describe your experience managing employee claims escalation.
- G. Describe your experience assisting clients with complicated administrative issues and fostering a positive resolution.

## **Special Services**

- A. Describe your employee communications services.
- B. Describe services you provide to assist with benefits benchmarking, both national and local public entities.
- C. Describe how you support the ongoing professional development and training of your clients.
- D. Describe any additional services offered by your company that may be of interest to Utah County Government.

## **Legislative / Compliance**

- A. How do you support your clients in ensuring their employee benefits programs remain compliant with all federal and state laws?
- B. How do you keep your clients up to date on current benefits issues?
- C. Do you have in-house legal advisors or outside counsel who provide guidance to you and your clients?
- D. Describe methods you employ to disseminate information about current trends and legislation.

## **Compensation**

- A. Describe how your firm is compensated for your services. Your response to this RFP must state the total annual amount of your fees and a statement as to your proposed method of compensation for your services. Your response may propose similar or different alternative methods for being compensated for your services. Explain your recommendation on how these fees can be funded (commissions, fees based on per hour of service, annual retainer fee, combination); be specific by line of coverage, if needed.
- B. What is your company's practice on accepting contingency/override compensation from insurers relative to the placement of insurance programs?
- C. Provide detail on fees or payments paid directly to broker by vendors and how that affects the overall cost to Utah County.
- D. Describe your fee structure for the placement of insurance, administrative or other services.
- E. What complimentary services does your firm provide; describe these services.
- F. Utah County may engage in negotiations with the selected firm on the method of funding of fees.

## **SECTION 2 PROCUREMENT RULES AND PROCEDURES**

### **2.1 PROCEDURE**

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

- A. Interested entities 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. Selected responders may be asked to make oral presentations and be interviewed, anticipated April or May, 2025.
- C. The selected Broker will be required to sign an agreement with Utah County. While the County may make modifications, the Proposer, by submitting a proposal, agrees to all of the Standard Terms and Conditions contained in Attachment "C", unless the Proposer clearly states in writing, as a part of its proposal, which terms it will not accept.

### **2.2 RULES OF PROCUREMENT**

This RFP shall conform to and is governed by and is subject to the Utah County Procurement Policy.



All materials submitted in response to this RFP become the property of Utah County and will not be returned. Proposals submitted may be reviewed and evaluated by any person at the discretion of the County.

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.

The County reserves the right to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the County.

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 County may not award a contract solely on the basis of this RFP and will not pay for the information solicited or obtained. The information obtained through this RFP will be used in determining the proposal that best meets the County’s needs and is the most advantageous proposal received. No oral, telephonic or electronic proposals or modifications will be considered.

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.

### 2.3 PROCUREMENT TIMETABLE

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

| REQUIRED ACTIVITY  | SCHEDULED DATE                             |
|--|--|
| RFP Issue Date   | March 17, 2025                             |
| Closing Date for Receipt of Proposals, and Opening of Proposals  | April 18, 2025<br>@ 12:00 Noon, local time |
| Anticipated Oral Presentations and Interviews<br>(by invitation) | April or May 2025                          |

### 2.4 QUESTIONS AND CLARIFICATIONS

Questions pertaining to this RFP may be submitted through Bonfire, or E-mailed to

**Robert Baxter**

Purchasing Manager

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

no later than April 15, 2025.

Questions that may impact the response to the RFP will be published on the Bonfire platform.

Please note that we are not asking for, nor authorizing you to solicit quotes from insurance carriers at this time.

## 2.5 EVALUATION CRITERIA

All proposals will be evaluated by authorized representatives of Utah County. The award recommendation will be based on the best evaluated proposal and shall constitute only a recommendation to the Board of County Commissioners. All proposals are subject to the final review, evaluation and decision by the Board of County Commissioners of Utah County. The Board of County Commissioners may approve the award recommendation of the Evaluation Committee, or may elect to reject all proposals.

A point-based evaluation system will be used to evaluate all proposals. The evaluation criteria and their relative weights are listed below (total points possible=100):

1. Employer administration support including benefits enrollment and tracking system, IRS reporting, and employee communication: **Maximum of 20 points.**
2. Scope and quality of consulting services to be provided, including compliance with ACA, HIPAA, ERISA etc, as well as recommendations on benefit offerings and plan design: **Maximum of 20 points.**
3. Access to and ability to negotiate favorable contracts with benefit providers: **Maximum of 30 points.**
4. Cost of services relative to scope of services provided: **Maximum of 30 points.**

Upon review of the written responses, some selected proposers may be invited to make formal oral presentations and be interviewed by the Evaluation Committee. These interviews are anticipated to take place during April or June, 2025. Please be sure members of your team are available if invited.

All information provided by Utah County in connection with this RFP shall be considered confidential and proprietary information of Utah County and must not be disclosed to individuals outside your organization without prior written approval from Utah County. All documentation, manuals and ideas submitted by your company shall become the property of Utah County once they are submitted to Utah County.

If a contract is awarded, it will be awarded to that firm whose proposal, in the sole judgement of Utah County, will be most advantageous to Utah County.

Utah County reserves the right to make an award without further discussion of proposals received. Therefore, it is important that proposals be complete, comprehensive, and submitted initially in the most favorable terms.

It is the intent of Utah County to award a single contract as the result of this RFP. However, Utah County reserves the right to apportion the requirements of this RFP among multiple contractors if this is determined to be in Utah County's best interest. The contract(s) resulting from this RFP shall require approval by the Board of County Commissioners of Utah County.

## **SECTION 3 INSTRUCTIONS FOR PROPOSAL PREPARATION**

### **3.1 PROPOSAL SUBMISSION**

Proposals are to be submitted through the Bonfire eProcurement platform.

### **3.2 PROPOSAL INCLUSION REQUIREMENTS**

To assist in the evaluation of potential brokers/consultants, please provide the following information in your written response to this Request for Proposal:

The proposal must include (in the following order):

#### **A. Transmittal letter with the following information:**

1. Name, address, and phone number of firm, names of owners or principals of your firm and duration and extent of experience.
2. Type of firm. If a corporation, provide date of incorporation and president's name. If other than a corporation or partnership, describe organization and name of principals. If individual or partnership provide date of organization and names and addresses of all partners (state whether general or limited partnership).
3. Provide a corporate overview of your firm, including:
  - a. A brief history, including number of years of experience your firm has in providing health & welfare benefit services;
  - b. Organization structure and "fit" of your health and welfare structure (division);
  - c. Number and location of offices and total number of employees directly involved in providing health and welfare services;

d. Provide a list with the top five health and welfare plan providers and/or insurance companies that your firm deals with in each of the following areas: medical, dental, prescription drug benefits, excess and stop loss insurance, life insurance, disability benefits;

e. Provide a summary of the support, research, compliance assistance, and technical service your corporate headquarters makes available to your (a) employees and (b) to your health and welfare clients. Provide samples if available. Indicate if there are any charges for these services we would incur as your client;

4. Identify and describe the specific individual(s) or team that would be the primary contact for Utah County. If you are recommending a team approach, clearly identify the team leader;

a. Provide a one page professional resume on each member from your firm that would have direct and ongoing contact with Utah County;

b. Identify specific accomplishments or key strategies that this individual and/or their team has successfully implemented with their direct clients in the area of health and welfare over the past two years.

5. A detailed list of insurance companies that you can access and from which you can obtain quotes for Health and Life insurance to meet the County needs as defined.

6. Have any claims or lawsuits been filed against you for nonperformance or inadequate performance? If yes, describe any such claims or lawsuits.

7. Describe the firm's services in regard to directly assisting Utah County in maintaining information regarding the costs, premiums, service fees, outcomes, loss ratios, and performance of our health and welfare plans in relation to national, regional and local trends.

8. Describe your communication systems (call centers, reports, automated correspondence, newsletters, seminars, internet websites, etc.) that would be used to deliver or support the service.

9. Describe other technology features that you would make available to the County.

B. References of five commercial clients that can be contacted regarding the quality and competency of your firm and the account executive.

C. Evidence of insurance coverage as required per Section 6.3 of this RFP.

- D. Completed fee proposal signed by an authorized individual.
- E. Attachment B Certificate of Non-Collusion
- F. Completed W-9 form.
- G. Attachment A Signature Page, signed by individual authorized to act on behalf of the firm.

#### **SECTION 4 ACCEPTANCE OF PROPOSAL**

The agreement period will be for a term of approximately three years, commencing when executed. Utah County shall have an option, pursuant to that agreement, to renew the agreement for two additional one-year periods, upon the same terms and conditions.

#### **SECTION 5 DISQUALIFICATION OF PROPOSAL**

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

- A. Failure to respond by the established submission deadline
- B. Failure to completely answer all questions posed in the RFP.
- C. Failure to provide requested documentation at the time of proposal submission.
- D. Illegible responses.
- C. Failure to sign and return the fee proposal page.
- D. Failure to evidence a satisfactory record of integrity.
- E. Entering into direct contact with a County Official other than the County Purchasing Manager regarding this RFP prior to award.
- F. Failure to qualify legally to contract.

#### **SECTION 6 TERMS AND CONDITIONS**

##### **6.1 GENERAL REQUIREMENTS**

Utah County will negotiate an agreement in reliance upon the information contained in Proposals submitted in response to the RFP. Attachment C of this RFP contains Utah County's standard terms which shall form the basis of an agreement covering the subject matter of this RFP between the selected service provider and Utah County. Exceptions or

deviations from Utah County's standard terms must be clearly identified in the response to the RFP, together with any accompanying reasons for the exceptions or deviations, and any proposed modifications offered by the service provider. Exceptions or deviations from Utah County's standard terms will be taken into consideration when evaluating proposals submitted and may result in the Proposal being rejected in whole or part by Utah County. Utah County specifically reserves the right to reject any or all of the proposed modifications. Utah County will be legally bound only when and if there is a definitive signed agreement with the awarded Service Provider ("Contractor"). It is vitally important that any person who signs a Proposal or agreement on behalf of a Contractor's firm certifies that he or she has the authority to so act. The successful Contractor who has its Proposal accepted may be required to answer further questions and provide further clarification regarding its Proposal and responses.

Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. 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 shall have executed and delivered a definitive written agreement.

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 parties in any manner as having any legal effect whatsoever.

No oral modifications or amendments to this RFP or any resulting agreement shall be effective; the RFP may be modified or amended only by a written agreement signed by the parties. If it becomes necessary to revise any part of this RFP, an addendum an addendum will be provided to all who received an RFP.

## **6.2 INSPECTION AND ACCEPTANCE**

Utah County or its authorized representatives shall have the right to enter the premises of the Broker, or such other places where services under an agreement with Utah County are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to the agreement. The Broker must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.

### **6.3 INSURANCE**

The Broker agrees to carry errors and omissions insurance with a minimum limit of \$2,500,000 per occurrence, or as modified by the risk manager pursuant to state statute during the term of an agreement with Utah County. This coverage shall provide liability insurance to cover the activities of Broker including Broker's agents and employees, and for all equipment and vehicles, public or private, used in the performance of an agreement with Utah County. The Broker shall furnish, with the proposal submission, a certificate of insurance evidencing that the Broker has insurance coverage equal to or greater than the above stated amounts.

The Broker shall be required to submit said certificate of insurance to Utah County in the minimum amounts indicted above before beginning work under an agreement with Utah County.

### **6.4 INDEPENDENT CONTRACTOR**

Broker states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Utah County, and that any agreement resulting from this RFP is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by any agreement resulting from this RFP. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Broker. Broker is not to be considered an employee of Utah County for any purpose, and the employees of Broker are not entitled to any of the benefits that Utah County provides for County's employees. It is understood that Broker is free to contract for similar services to be performed for others while working under the provisions of any agreement with Utah County resulting from this RFP.

Both parties agree that Broker shall be deemed an independent contractor in the performance of any agreement resulting from this RFP and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Broker shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County.

### **6.5 INDEMNIFICATION**

The Broker shall defend, indemnify, save and hold harmless Utah County, its officers, employees, and agents, from and against any and all claims, demands, causes of actions, orders, decrees, judgments, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising out of the performance of an agreement with County which

is caused by any act or omission of Broker's officers, employees, agents or volunteers. The Broker shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of any agreement with County.

## **6.6 PROPRIETARY INFORMATION**

The Broker shall mark any specific 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.

## **6.7 TERMINATION**

Any agreement resulting from this RFP may be terminated, without cause, or for any reason, by Utah County upon thirty (30) days written notice to the Broker, without prejudice to any other right or remedy Utah County may have.

Failure of the Broker to adhere to any of the performance requirements of any agreement resulting from this RFP shall be cause for immediate termination.

Any agreement resulting from this RFP may be terminated for any reason by the Broker upon ninety (90) days written notice to Utah County.



**ATTACHMENT A**

I hereby certify that the information submitted by me/my company in response to this RFP, including the pricing and other information in this Proposal Response Form is true and accurate.

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

Name \_\_\_\_\_ of \_\_\_\_\_ Firm

Name \_\_\_\_\_ of \_\_\_\_\_ Broker

Signature of Broker \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT B**

**CERTIFICATE OF NON-COLLUSION**

STATE OF UTAH     )     Request for Proposals for Employee Benefits Broker/Consultant  
                          )SS  
COUNTY OF UTAH   )

**AFFIDAVIT**

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

(owner, partner, officer or delegate)

of \_\_\_\_\_do

(company)

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

\_\_\_\_\_  
Proposer's Signature  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\*\*\*\*\*

Subscribed/sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2025  
My Commission Expires \_\_\_\_\_  
Residing at \_\_\_\_\_ Seal

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

## ATTACHMENT C

### UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR 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.