

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

INVITATION TO BID

for

UNINTERRUPTIBLE POWER SOURCE (UPS)

BID # 2024-3

CLOSING DATE
FOR RECEIPT OF BIDS: Tuesday, June 25, 2024

TIME: 3:00 p.m. (Mountain Time)
Bids will be opened at 3:15 p.m.

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

MANDATORY PRE-PROPOSAL:
CONFERENCE 10:00 am (Mountain Time)
Tuesday, June 11, 2024

PLACE: Utah County Administration Building
100 East Center Street
Provo, Utah 84606

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1. INVITATION TO BID

1.1 INTENT

Through this Invitation to Bid (ITB), Utah County intends to select a qualified contractor to provide and install an Uninterruptible Power Source (UPS) at the Utah County Administration Building located at 100 East Center Street Provo, Utah, 84606.

The Contractor shall furnish all labor, materials, transportation, tools, equipment supplies, disposal fees, and other costs required to complete the work in accordance with the terms hereof.

Pursuant to this ITB, an agreement will be executed, a sample copy of which is attached as Exhibit C. **The County will not entertain changes to its Standard Terms and Conditions.**

1.2 PROCEDURE

The procedure for response to this ITB, evaluation of bids, and selection of a Contractor is as follows:

1. Interested entities will prepare and submit their bids prior to the specified Closing Date for Receipt of Bids.
2. Utah County and/or its representatives will evaluate all submitted bids to determine acceptance or rejection of the bids.
3. The selected bidder(s) will be required to sign an agreement, a sample of which is included as Exhibit C.

1.3 MANDATORY PRE-PROPOSAL CONFERENCE

- A. Proposers **MUST** attend the MANDATORY Pre-Proposal Conference/Walk Through to be conducted at 10:00 am on Tuesday, June 11, 2024, in the lobby of the Utah County Administration Building located at 100 East Center Street, Provo, Utah 84606. The conference/walk-through will last approximately one hour.
- B. Proposals will not be accepted from proposers who were not present at the Pre-Proposal Conference. It is each Bidder's responsibility to sign the official attendance sheet.

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 bids must be submitted in the bid format outlined herein.
- C. All prospective bidders must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Contractor Information Form.

- D. Utah County has established certain requirements with respect to bids to be submitted by respondents. The use of "shall", "must", or "will", in this ITB indicates a requirement or condition from which a material deviation will not be approved by Utah County.

1.5 BID ORGANIZATION

- A. Each respondent must submit its SEALED bid to the Utah County Purchasing Agent. The envelope containing the bid must be clearly labeled “SEALED BID – UPS, ITB # 2024-3”. The bid must be delivered to

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

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

- B. The bid must include:
 1. Completed Contractor’s Cost Proposal (Attachment B)
 2. Completed Contractor Information Form (Exhibit A).
 3. Completed Certificate of Non Collusion (Exhibit B).
 4. A copy of the bidder’s current local business license.
 5. A copy of the bidder’s current Contractor License issued by the Utah Department of Commerce, Division of Occupational and Professional Licensing.
 6. Proof of required insurance.
 7. Documentation from the County Treasurer of the bidder's county showing that bidder is current on its personal property taxes.

1.6 PROPRIETARY INFORMATION

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

1.7 QUESTIONS AND CLARIFICATIONS

All questions regarding this ITB must be submitted through the Utah Procurement Place (U3P) web site. The deadline for submission of questions is specified on the U3P web site. Questions regarding this ITB should be directed prior to the submission deadline date to:

Project Manager Contact	
County Project Manager	Brady Christensen
Phone No.	(801) 851-8655 or (801) 420-3336
Email Address	bradyc@utahcounty.gov

1.8 ACCEPTANCE OF BID

- A. Utah County reserves the right to reject any or all bids 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 ITB, or such party's response.

1.9 DISQUALIFICATION OF BID

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

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the ITB.
- C. Use of any other type of form or format other than those indicated in the ITB.
- D. Failure to provide requested documentation at the time of bid submission.
- E. Illegible responses.
- F. If the bidder 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 bidder is unable to evidence a satisfactory record of integrity.
- H. If the bidder is not qualified legally to contract.
- I. If the bid at the opening does not contain a signed bid, and a signed certificate of non-collusion.
- J. Utah County reserves the right to reject any or all bids.

1.10 DISPOSITION OF BIDS

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

1.11 INTERPRETATION OF ITB

The invalidity of any portion of this ITB 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 ITB are for convenience only and do not constitute a part of the provisions hereof.

1.12 REQUIRED EXPERIENCE

- A. The Contractor must have a minimum of 3 years experience in the work specified herein. Proof of experience must be submitted with each bid.
- B. The Contractor shall provide a list of at least three (3) projects similar to Utah County's as set forth herein, including contracting agency and contact information for each.
- C. The Contractor shall be the general contractor for the project and is required to have a current local business license from the jurisdiction in which their business is located. A copy of the bidder's current local business license must be submitted with the bid.
- D. The electrician performing the work shall be licensed in the state of Utah. Proof of licensing may be required and shall be provided upon request.

1.13 EVALUATION CRITERIA

All bids will be evaluated by authorized representatives of Utah County for compliance with the terms and conditions contained in this ITB and the resulting agreement awarded to the lowest responsive and responsible bidder. Utah County reserves the right to award to more than one Contractor if it is in the best interest of the County.

1.14 GENERAL

- A. Utah County will award a contract in reliance upon the information contained in bids submitted in response to the ITB. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded bidder(s).
- B. It is vitally important that any person who signs a bid or agreement on behalf of a respondent certifies that he or she has the authority to so act. The bidder who has its bid accepted may be required to answer further questions and provide further clarification of its bid and responses.
- C. Receiving this ITB or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this ITB. Utah County shall have no liability to any person or entity under or in connection with this ITB, unless and until Utah County and such person have executed and entered into an agreement pursuant to the terms of this ITB.
- D. By responding to this ITB 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 ITB. 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 ITB process or the use of the information contained in this ITB. 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.

1.15 BONDS

- A. Before this contract is awarded by Utah County, the Contractor shall furnish to Utah County the following bonds:
 - 1. A performance bond satisfactory to County in an amount equal to 100% of the price specified in the contract, to assure the faithful performance of the contract, for the protection of Utah County, to be held until final acceptance by Utah County of all aspects of this project; and
 - 2. A payment bond satisfactory to the County in an amount equal to 100% of the price specified in the contract, for the protection of each person supplying labor, service, equipment, or material for the performance of the work provided for in the contract.
- B. Each bond shall be:
 - 1. Biding upon the award of the contract;
 - 2. Executed by a surety company or companies duly authorized to do business in the State of Utah, or, in the form or cash or other certified funds.
 - 3. Payable to Utah County, A Body Corporate and Politic;
 - 4. Filed with the Utah County Public Works Department in a timely manner following the Closing date for Receipt of Bids.
 - 5. Increased if the contract price is increased by change order or otherwise subsequent to entering into the contract.
- C. Utah County will hold the Payment Bond for 90 days subsequent to the completion of the project.

ATTACHMENT A
SPECIFICATIONS

1. SCOPE

1.1 Turnkey UPS Replacement.

- 1.1.1 Remove and dispose of existing Emerson 80kVA UPS System and provide and install a new Toshiba UPS System as outlined herein.
- 1.1.2 All work must be performed outside of regular business hours (e.g. evenings, weekends, etc.) and shall be scheduled in advance with the County Project Manager. Supplier's pricing shall include all costs for after-hours work and will not be compensated as a separate line item to the bid.
- 1.1.3 New UPS System.

These specifications describe a high efficiency continuous duty, three-phase, on-line, solid-state Uninterruptible Power Supply system (UPS). The UPS shall operate utilizing the existing power distribution system to provide high quality, uninterruptible power to critical loads.

The UPS shall consist of an AC/DC multi-level Insulated Gate Bipolar Transistor (IGBT) Rectifier, DC/DC Converter/Battery Charger, DC/AC multi-level IGBT Inverter, integral static bypass, front-accessible controls, display, and monitor.

2. APPROVED MANUFACTURERS

- 2.1 All manufacturers are required to provide a detailed line-by-line spec compliance with their proposal.
 - 2.1.1 Toshiba International (basis of design).
 - 2.1.2 Approved equal - provide with the proposal a detailed line-by-line specification review showing where the equipment Complies or Deviates in an way from the specifications.

3. SYSTEM DESCRIPTION

3.1 Applicable Standards:

The UPS shall be designed in accordance with and be compliant with the following sections of the current revisions of the following standards:

- UL 1778/cUL Listed
- FCC Class A, Article 47, Part 15.B
- ISO 9001
- ISO 14001
- ANSI C62.41

3.2 Components

The UPS shall consist of the following components:

- 3.2.1 Multi-level IGBT AC/DC Rectifier

- 3.2.2 IGBT DC/DC Battery Converter/Charger
- 3.2.3 Multi-level IGBT DC/AC Inverter
- 3.2.4 Hybrid Integral Static Bypass (Thyristor switch with wrap around contactor)
- 3.2.5 Microprocessor Logic and Control Panel
- 3.2.6 Battery System Options (priced separately):
 - 3.2.6.1 Lithium Titanium Oxide Battery System with DC Breaker (include dimensions) and web-based monitor
 - 3.2.6.2 Sealed Lead Acid (include dimensions)
- 3.2.7 RemotEye UPS remote communications and web-based monitor card
- 3.2.8 Factory Startup
- 3.3 System Operation:

The UPS shall operate as a fully automatic on-line system in the following modes:

 - 3.3.1 Normal - IGBT Rectifier converts AC input power to DC power for the inverter and for charging the batteries. The IGBT inverter supplies clean and stable AC power continuously to the critical load. The UPS Inverter output shall be synchronized with the bypass AC source when the bypass source is within the AC input voltage and frequency specifications.
 - 3.3.2 Loss of Main Power - When Main Power is lost, the battery option shall automatically back up the inverter so there is no interruption of AC power to the critical load.
 - 3.3.3 Return of Main Power - The system shall recover to the operating mode in Item 1 and shall cause no disturbance to the critical load while simultaneously recharging the backup battery.
 - 3.3.4 Transfer to Bypass AC source - If the UPS becomes overloaded, or an internal fault is detected, the UPS controls shall automatically transfer the critical load from the inverter output to the bypass AC source without interruption. When the overload or internal warning condition is removed, after a preset “hold” period the UPS will automatically re-transfer the critical load from the bypass to the inverter output without interruption of power to the critical load.
 - 3.3.5 Maintenance Bypass - A free-standing lineup and match manual make-before-break maintenance bypass cabinet with SKRU KK to electrically isolate the UPS for maintenance or test without affecting load operation.

4. GENERAL CONDITIONS FOR INSTALLATION

- 4.1 Required Output Capacity:

The UPS will be available in the following output capacities: 100 (90 kW).
- 4.2 Required Battery Storage Options (price separately):
 - 4.2.1 The UPS Battery System shall be a SCiB Lithium Titanate Oxide (LTO).
 - 4.2.1.1 Batteries storage system shall be sized to supply 25kW of power for 85:00 minutes in the event of an outage or other interruption of normal operation.
 - 4.2.1.2 Discharge Cycles: Will retains over 80% capacity over 17,000 discharge cycles.
 - 4.2.1.3 Full 12-year warranty with a life expectancy of 25+ years.
 - 4.2.1.4 Battery Monitoring System: Built-in cell and module level monitoring via

- Modbus RTU and communicate with UPS RemotEye
- 4.2.1.5 DC Voltage Range:
 - Nominal Voltage : 480VDC
 - Minimum Voltage (Selectable) : 400VDC (@1.67V/Cell)
 - Float Voltage : Up to 600VDC

4.2.2 The UPS Battery System shall be a typical Lead Acid.

- 4.2.2.1 Batteries storage system shall be sized to supply 25kW of power for 60:00 minutes in the event of an outage or other interruption of normal operation.
- 4.2.2.2 The back-up batteries shall be a ten-year battery with four years full replacement. Parts, labor, and travel are included during warranty period.

4.3 UPS Environment:

- 4.3.1 Standard Environmental Parameters
 - Operating Temperature : 32° to 104°F (0° to 40°C)
 - Operating Humidity : 5 - 95% (Non-condensing)
 - Altitude : 7380 ft. (2250 m) (without derating)
- 4.3.2 Discharge Heat from UPS at full load.
 - 100 kVA : 10.8 kBtu/Hr
- 4.3.3 Clearances for installation
 - Ceiling Level : 20” minimum from top of UPS to ceiling
 - Front : 40” minimum for maintenance
(Local and regional codes may apply)
 - Bottom : Knockouts for power cable access
 - Rear : Zero clearance required
 - Sides : Zero clearance for peripheral equipment;
1” for walls
 - Base : Channel mounted

5. SYSTEM PARAMETERS

5.1 UPS Requirements:

- 5.1.1 General Requirements:
 - Rated Output Capacity : 100 kVA (90 kW)
 - AC/DC Rectifier Type : AC/DC multi-level IGBT Rectifier
 - DC/AC Inverter Type : DC/AC multi-level IGBT Inverter
 - External Dimensions (W) (D) (H)*
 - 100 kVA : 27.6”x 32.8”x 78.7 (80.6)”
 - * Cabinet Height (Unit total height, including fan assembly)
 - Weight
 - 100 kVA : 772 lbs
 - Power Cable Access : Bottom, (Top Entry with optional side cabinet)
 - Paint Color : Black (Munsell N1.5)
- 5.1.2 MTBF, MTTR:
 - MTBF (Mean Time Between Failures):
 - System (With Bypass) : 3,018,946 hr.

	Inverter (Without Bypass)	: 140,406 hr.	
	MTTR (Mean Time to Repair)	: 4 hr. (Excluding Travel and Shipping Time)	
5.1.3	AC Input:		
	Configuration	: 3-Phase/3-Wire + Ground	
	Rated Voltage	: 480V	
	Voltage Variation	: +15% to -20%	
	Rated Frequency	: 60Hz	
	Frequency Variation	: +/-10%	
	Input Power Factor	: Greater than 0.99 lagging at 25%-115% load	
	Current THD	: <3% THD at 60%–100% load <6% THD at 25%–59% load (No input harmonic filter required)	
5.1.4	Charging Function:		
	DC Nominal Voltage	: 480 V	
	AC Ripple on DC Bus	: < 0.2% of DC Voltage	
	DC Voltage Range	: 400 V to 545 V	
	DC Float Charging Voltage	: up to 545 V	
	Maximum charging current:		
	100 kVA	: 25 A	
	Ripple Current on DC Charging Circuit (% of full load DC current)		:
	100 kVA	: 3.8%	
	Bypass Input:		
	Configuration	: 3-Phase/3-Wire + Ground	
	Rated Voltage	: 480 V	
	Input voltage synchronous range	: +/-10%	
	Rated frequency	: 60 Hz	
	Frequency Variation	: +/-5%	
	Frequency synchronous range	: +/-1.0 Hz	
	Bypass overload capacity		
	100 kVA	: 1000% for 1 cycle with Bypass available	
5.1.5	AC Output:		
	Configuration	: 3-Phase/3-Wire + Ground	
	Rated Capacity	: 100 kVA (90 kW)	
	Rated Voltage	: 480 V	
	Efficiency at % Full Load	: <u>25%</u> <u>50%</u> <u>75%</u> <u>100%</u>	
	100 kVA	94.2% 96.1% 96.5% 96.6%	
	Voltage Regulation	: +/-1% (0-100% Balanced Load) : +/-2% (0-100% Unbalanced Load)	
	Voltage Adjustment Range	: +/-5%	
	Rated Frequency	: 60 Hz	
	Frequency Regulation	: +/-0.01% (Free-Running Mode)	
	Frequency Synchronous Range	: +/-1% or +/-5% (Selectable in 1% increments)	
	Rated Load Power Factor	: 0.9 PF lagging	

Rated Load Power Factor Range	: 0.9 to 1.0 PF lagging (within output kW rating)
Overload Capacity	: 125% for 2 min., 150% for 1 min.
Withstand Rating (w/ optional fuses)	: 65,000 A
Harmonic Voltage Distortion	: < 2% THD (100% Linear Load) : < 5% THD (100% Non-linear Load)
Phase Displacement	: 1° Maximum at 100% load
Voltage Transients:	
100% Load Step Change	: +/-2% Maximum (Without battery assistance)
Loss or Return of Input	: +/-1% Maximum
Transfer from Bypass to Inverter	: +/-5% Maximum (At Bypass Rated Voltage)
Recovery Time	: less than 20ms
5.1.6 Storage Conditions	
Temperature	Recommended: -4 – 131 °F (-20 – 55 °C) Maximum: -4 – 158 °F (-20 – 70 °C)
Relative Humidity Recommended	: 20% – 95%
Maximum	: 5% – 95% RH

6. FUNCTIONAL DESCRIPTION

The UPS shall protect the load against surges, sags, undervoltage, and voltage fluctuation. The UPS shall have built-in protection against permanent damage to itself and the connected load for all predictable types of malfunctions. The load shall be automatically transferred to the bypass line without interruption in the event of an internal UPS malfunction. The status of protective devices shall be indicated on an LCD graphic display screen on the front of the UPS.

6.1 IGBT Rectifier

6.1.1 General

A solid-state, multi-level IGBT Rectifier shall convert the incoming AC power into DC power to supply the inverter input and system battery.

6.1.2 Voltage Regulation

The rectifier output voltage shall not deviate by more than +/- 1.0% RMS under the following conditions:

- 0% - 100% loading (balanced and unbalanced loading, non-transient)
- +15% - 20% utility voltage change
- +/-10.0% utility frequency change

6.1.3 Reflected Harmonic Content

Input current THD shall be

- < 3% at 60%-100% load
- < 6% at 25%-59% load.

6.2 IGBT DC-DC Converter

6.2.1 General

A solid-state IGBT Battery Converter/Charger shall control battery charging.

6.2.2 Battery Charge Current Limit

The Converter logic shall provide DC for controlled battery charging. The battery current sensing shall be independent of the Converter DC Output current sensing to provide precise battery recharging control. The DC/DC Charging Converter shall include a circuit to regulate the battery charging current to between 100% and 125%.

6.2.3 Equalize Charge

The Converter logic shall have a provision to initiate battery equalize charge. This will boost the charge voltage (500-640V) for a preset duration (0-100h).

6.2.4 Battery Protection

The converter shall be provided with monitoring and control circuits to protect the battery system from damage due to excessive discharge. Converter shutdown shall be initiated when the battery voltage reaches a discharge cutoff voltage of 400 VDC. Automatic shutdown based on discharge time is not acceptable.

6.2.5 Battery Self Check

The Converter's logic shall have a provision to set up a periodic battery self-check, wherein the UPS tests the batteries at a preset recurrence.

6.2.5.1 The self-check cycle period shall be adjustable (default setting 720 hrs.)
The minimum interval for the self-check shall be 5 hrs.

6.2.5.2 When the test is initiated, the Converter will contribute 5% of the load to the inverter, for a duration of up to 200msec. If the batteries cannot reach and contribute 5% of the load or if the battery voltage falls out of tolerance, the unit will curtail the test and provide an alarm.

6.3 IGBT Inverter:

6.3.1 General

The inverter shall be composed of multi-level IGBT power transistors controlled utilizing an Advanced Technology PWM logic. The Inverter shall continuously convert DC power from the IGBT Rectifier to AC power for the critical loads. When the utility voltage or frequency exceeds the specified UPS input tolerances, the inverter shall continuously convert DC power from the battery source to AC power for the critical load.

The inverter shall be capable of providing rated output while operating at any battery voltage within the battery operating range. When the DC battery voltage reaches the operational low voltage limit during a loss of utility AC power, the inverter shall automatically shut off.

6.3.2 Output Voltage

The Inverter output voltage shall not deviate by more than the following under the following steady state conditions as the Inverter DC input varies from maximum to minimum:

- +/-1% for 0% to 100% Balanced load
- +/-2% for 0% to 100% Unbalanced load

6.3.3 Synchronization

The Inverter output voltage shall be automatically synchronized with the bypass AC source as long as the source is within the tolerable frequency and voltage range. If the bypass AC source is not within the range, the control circuitry will stop synchronization and operate the inverter in free running mode. When the bypass AC source recovers to within tolerance, the inverter shall change its frequency (slew rate 1Hz/sec) and track the bypass AC source until synchronization is achieved without causing any disturbance to the load.

6.3.4 Output Control

The Inverter can be manually started and stopped using the LCD touch screen controls.

6.3.5 Overload Capacity:

The Inverter output shall be capable of providing an overload current of 125% for 2 min. and 150% for 1 min. A message on the control panel shall indicate this condition. If the time limit associated with the overload condition expires, or the overload is in excess of the set current limit, the load power shall transfer to the bypass source without interruption.

6.4 Static Bypass Circuit:

6.4.1 General:

An integral static bypass circuit shall be provided to supply an alternate source of power to the critical load in the event the inverter cannot supply rated output power. The bypass circuit shall be capable of supplying the UPS rated load current and accommodate fault clearing.

The 100% duty rated static bypass panel shall be composed of a thyristor switch with a wrap-around contactor. The thyristor switch shall be a high-speed transfer device. The wrap-around contactor shall be electrically connected in parallel to the thyristor switch and shall, at the same time as the thyristor switch, be energized and, upon closure, maintain the bypass source to the load to improve the efficiency and reliability of the system. The thyristor switch shall only be utilized for the time needed to energize the contactor closure.

The UPS system logic shall employ sensing which shall cause the thyristor switch to energize and provide an uninterrupted transfer of the load to the bypass source when any of the following limitations are exceeded:

- Inverter output undervoltage or overvoltage.
- Overloads exceeding 125% for 2 min., or 150% for 1 min.
- DC circuit undervoltage or overvoltage.
- Final discharge voltage of system battery is reached and the bypass source is present, available, and within tolerance range

Transferring the output from the inverter to the bypass source and vice versa shall be performed by pressing “START/STOP” icon on the touchscreen display.

Operating Mode	Transfer mode	Transfer Type	
		Synchronized	Unsynchronized
Automatic	Inverter to Bypass (Overload, Internal Fault)	Uninterrupted	Interrupted
“BYPASS” switch operated	Inverter to Bypass	Uninterrupted	Interrupted (forced transfer)
Automatic	Bypass to Inverter (Auto-Retransfer Mode)	Uninterrupted	Transfer inhibited
“UPS” switch operated	Bypass to Inverter	Uninterrupted	Transfer inhibited

If the bypass source is beyond the conditions stated below, interrupted transfer shall be made upon detection of a fault condition.

- Bypass voltage greater than + 10%, -10% from the UPS rated output voltage.
- Bypass frequency greater than ± 3 Hz from the UPS rated output frequency.

6.4.2 Overload Capacity in Bypass:

- Continuous duty : 125% of the system rated capacity
- Overload duty : 1000% of ampere rating for 1 cycle.

6.4.3 Retry function:

When an internal warning has been detected, power flow will automatically switch from the main circuit (inverter) to the bypass circuit without interruption to the load. If the internal warning is cleared, UPS will automatically switch the power flow from the bypass circuit to the main circuit (inverter) without interruption.

6.5 Metering, Monitoring, Alarms, and Controls

6.5.1 Status Indicators

The Front Panel shall include LED status indicators for the following states:

Load on Inverter
 Battery Operation
 Load on Bypass
 Overload
 LCD Fault
 UPS Fault

6.5.2 EPO (Emergency Power Off) Button

The Front Panel shall have an Emergency Power Off button (EPO) located on the front panel that, when pressed, will shut down the UPS.

6.5.3 Liquid Crystal Display (LCD) Touch Panel

The Front Panel shall include an LCD touch panel that shall provide performance data, statistics, and operating conditions. The following metering will be displayed on LCD touch panel:

AC Input Voltage
 AC Input Frequency
 AC Output Voltage
 AC Output Current

- AC Output Frequency
- Battery DC Voltage
- Battery DC Current
- AC Bypass Voltage
- AC Bypass Frequency

6.5.4 Mimic Panel

A one-line diagram of the system shall be displayed on the touch panel display panel to provide a visual status of contactors within UPS. The panel shall display the followings:

- AC Input, DC Input
- Rectifier in Operation
- Inverter in Operation
- UPS/Bypass supply
- Battery Operating Condition (float charge/discharge)
- Fault, Warning
- Operation Guidance (LCD Display)
- Fault Guidance (LCD Display)

6.5.5 Isolated Control Signals

Normally Open isolated contact signal outputs for remote use will be furnished for the following operating status indications:

- Summary Alarm
- Load on Bypass
- Load on Inverter
- Battery Operation
- Rectifier Operation
- Battery Low Voltage
- Overload
- Total alarm
- Output Contactor Closed

Contact rating:

- Output: 1 A @ 30 VDC.
- Input: 24 VDC

UPS module accepts remote switches to initiate the following remote operations. These contacts shall be field supplied):

- Remote Start
- Remote Stop
- Battery Temperature High
- Power Demand
- Emergency Power Off (EPO)

6.5.6 Battery Temperature High

The Battery Temperature High input shall be driven by any customer-provided thermal detection device that provides a normally open (NO) dry contact. The thermal detection device is for the purpose of detecting abnormally high battery temperatures and is to be installed in the UPS's battery cabinet.

When the contact closes, the UPS shall decrease its battery charging maximum limit to 95% of the set charging voltage.

Opening the contact returns the UPS to its normal operating parameters.

If the contact does not open within two hours, the UPS will stop the charger completely (battery operation will still be possible.)

6.5.7 Power Demand

The Power Demand input shall be driven by a customer-provided normally open (NO) dry contact. Closing the contact limits the input current to a set value (10-150% of the UPS's rated input). Opening the contact returns the UPS to its normal operation parameters.

Contact rating:

Input: 24 VDC

The contact signal inputs and outputs shall be wired to a terminal block located inside the UPS.

7. MECHANICAL DESIGN

7.1 UPS Enclosure

The UPS shall be a freestanding NEMA1 enclosure equipped with a leveling channel base. The enclosure shall include provisions for hoisting, jacking, and forklift handling.

7.2 Cable Access

Cable access to the UPS shall be

- Bottom entry
- Top entry when using optional side cabinet

8. WARRANTY

8.1 UPS Warranty

The UPS shall come with a 36-month warranty on all mechanical, electrical, electronic components. Parts, labor, and travel are included during warranty period. Optional extended warranties shall be available.

8.2 UPS Battery Warranty

8.2.1 SCiB - Energy Storage System has a full 12-year warranty with a life expectancy of 25+ years. Typical on-site response time shall be 4 hours (24 hours maximum). Parts, labor, and travel are included during warranty period. Optional extended warranties shall be available.

8.2.2 Seald Lead Acid - Energy Storage System shall be a ten-year battery with four years full replacement. Parts, labor, and travel are included during warranty period. Optional extended warranties shall be available.

8.3 Factory Certified Service Providers

8.3.1 There shall be at least one factory employed service technician along with three

other factory trained service providers located along the Wasatch Front.

8.4 Proprietary Software:

8.4.1 Proprietary software shall NOT be required for maintenance or repair by a factory trained service technician.

8.5 Warranty Support Availability

Warranty and technical support shall be available 24/7/365.

9. FACTORY START-UP

A factory product trained service provider shall perform start-up and inspections per training test procedures.

10. COMMUNICATIONS

10.1 RemotEye Network Adapter

The UPS shall provide either an internal or external support for an internet web/SNMP adapter RemotEye for the optional capability of remote or internet system monitoring.

10.1.1 SNMP Ability

RemotEye shall provide a SNMP interface for the UPS. The SNMP interface shall provide for easy integration of UPS management into an existing SNMP Network Management System. At any given time, SNMP queries shall be able to poll the RemotEye agent for the current status of its connected UPS.

10.1.2 HTTP Familiarity

The RemotEye shall provide a HTTP interface for the UPS to allow easy access of the UPS information from any machine with a web browser. At any time, a network workstation or management station shall be able to open a RemotEye website. RemotEye website shall enable the UPS system information to be configured and monitored remotely. RemotEye shall provide access to 3 java applets for monitoring, event logging, and trend analysis.

10.1.3 Shutdown Capability

The RemotEye application software shall allow RemotEye to remotely notify and shutdown selected network servers.

Network Adapter/External Hardware
AMD 188ES-20MHz
512kB SRAM: 512kB Flash
Two asynchronous serial ports
10 BaseT RJ-45 connector
Toshiba UPS communication protocol
SNMP over UDP/IP: HTTP over TCP/IP: ARP, RARP, TFTP and ICMP
MIB_II : Toshiba v1.2 MIB :JEM MIB : RFC 1628
Traffic LED for network: Status LED for status: Power LED for Power
2 digit (default setting is Switches 1 and 2 off)
Temperature Range: 0 – 40 °C

Relative Humidity: 10 – 80 %
Power Requirements: 12 VDC ungrounded 2.0 Watts Maximum
Dimensions: 5.28”(134mm) x 3.40”(86mm) x 1.10”(27mm) (LxWxH)
Weight: 0.38lbs(170g)
Certifications: FCC class A, UL, CUL, CE

11. MAINTENANCE BYPASS CABINET

The manufacturer shall provide an MBS (Maintenance Bypass Cabinet) for the UPS.

11.1 Site Installation

The MBS shall be a floor mount configuration.

11.2 Electrical Configuration

The MBS shall be three breaker configurations.

11.3 Mechanical Interlock

The MBS shall have a SKRU (Solenoid Key Release Unit) interlock system.

11.4 External Maintenance Bypass:

A manually operated maintenance bypass cabinet shall be provided to bypass the power feeding the critical load from inverter to a static switch panel without causing any power interruption.

Bypass input breaker can supply input power to the UPS module static bypass input. If the system design calls for separate UPS and bypass inputs, a bypass input breaker can be installed on each input.

UPS maintenance bypass breaker can allow power flow to the load when the UPS is bypassed. This can be a normally open circuit breaker.

The UPS module output can feed the UPS output isolation breaker.

- 80 kVA Floor Mount 3 Brkr MBS w/2 KK & SKRU
- 3 breakers in a NEMA 1 Enclosure
- Includes 125A breakers, rated to 65 kAIC
- Wall-mount enclosure, sized for 80kVA
- Includes Two-Breaker Kirk Key Interlock system
- Includes Solenoid key release unit (SKRU) w/ lighted pushbutton
- Dim: 12"W x 32.8"D x 78.7"H
- Approx. Weight: 275 lbs.

EXHIBIT B

CONTRACTOR'S COST PROPOSAL

B.1 BID PRICES

Contractor shall provide a bid price for each item listed.

- A. New UPS equipment (Toshiba G9000 100KVA 480 volt input/output) \$ _____
- B. Installation including setup and startup \$ _____
- C. Remove and dispose of existing UPS (Emerson 80kVA) \$ _____

- TOTAL BID PRICE: \$ _____

B.2 CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Invitation to Bid for UPS. I further certify that the information submitted by me/my company in response to this ITB, 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

Title

Company Name

ATTACHMENT A

CONTRACTOR 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: (____) _____.
Email Address: _____

COMPANY OWNER: _____
COMPANY PRESIDENT: _____
CONTACT PERSON: _____ Phone: _____

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

If a Corporation, in what State Incorporated: _____
Business License Number: _____
State of Utah Contractor 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: _____

ATTACHMENT C
SAMPLE AGREEMENT



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 by the end of the month following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.
4. **OWNERSHIP IN INTELLECTUAL PROPERTY.** The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and

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

5. INSURANCE.

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

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

6. GOVERNING LAW AND VENUE. The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

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

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

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

10. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.
11. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY.** Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.
12. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.
13. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.
14. **SALES TAX EXEMPTION.** The County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.
15. **CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law. Any employee or member of the Contractor's firm, subcontractor, or agent with whom Contractor shares any information as described in this section will be under the same obligations of confidentiality, and Contractor is required to secure and provide to County written commitments to that effect from each such recipient of information.

16. **TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for approved services rendered prior to the date of termination, subject to any offsetting claims by the County.
17. **FORCE MAJEURE.** The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
18. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.
19. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.
20. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.
21. **WARRANTY.** Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

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

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

result of Contractor's failure to timely deliver and perform the Products and Services.

23. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations.
24. **CONDITION AND TITLE.** The products delivered by Contractor to the County shall be new and free of all faults and defects. Upon payment of the purchase price by the County to Contractor, Contractor shall provide the County with clear title, free and clear of all liens and encumbrances.
25. **INTERPRETATION OF AGREEMENT.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
26. **NOTICES.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder, including by email to the contact person for Contractor at the email address identified on the Utah County Agreement cover page.
27. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.
28. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.
29. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.
30. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
31. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.
32. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property, Section 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 15. Confidentiality.**
33. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised October 6, 2021