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| | | State Contract # _____ Assigned by the Division of Finance or Purchasing |
| STATE OF UTAH CONTRACT COVER SHEET | | |
| This contract is entered into as a result of: | | |
| <input type="checkbox"/> The procurement process on Bid /RFP # | | |
| <input type="checkbox"/> The procurement process on Requisition # _____ FY | | |
| <input type="checkbox"/> Pre-approved sole source (approval attached) | | |
| <input type="checkbox"/> Agency grant, land purchase, DAS-Purchasing delegation | | |
| <input checked="" type="checkbox"/> Contract with other state agency or political subdivision | | |
| <input checked="" type="checkbox"/> Under \$5,000 (total amount for contract period) | | |
| <input type="checkbox"/> Revenue agreement | | |

1. Agency Name UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
Agency Code 480
2. General Purpose of Contract:
For local health departments to assist the Division of Drinking Water with testing for emergency contaminants in small and/or disadvantaged communities.
3. Contractor Name San Juan Public Health Department
4. Contract Period: Effective date Upon final signature Termination date 4/30/2027
(mm/dd/yy) (mm/dd/yy)
5. Authorized Amount: \$2,800
6. Vendor # 06866HL
7. Commodity Code(s) 92535

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| COMMENTS: |
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CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

**UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT**

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| | LEGAL STATUS OF CONTRACTOR: LG <input type="checkbox"/> State or Local Government CU <input type="checkbox"/> College or University NP <input type="checkbox"/> Non-Profit Corporation CC <input type="checkbox"/> For-Profit Corporation OT <input type="checkbox"/> Other |
| DEPARTMENT OF ENVIRONMENTAL QUALITY INFORMATION: Division: _____ Office: _____ | NAME OF CONTRACT: _____ Name of Contractor: _____ Address: _____ _____ _____ DUNS # (if applicable) _____ |

CONTRACT PROVISIONS: (Select 1 or 2; select 3 if applicable)

- 1. Vendor Contract - Contractor provides goods or services.
 - Standard Terms and Conditions used as Attachment A in Contract.
 - Other approved provisions used as Attachment A in Contract.

- 2. Subrecipient Contract - Contractor carries out grant program.
 - Standard Terms and Conditions used as Attachment A in Contract *and* DEQ Subaward Terms and Conditions used as additional attachment.
 - Other approved provisions used as additional attachment.

Source of Funds:

| Contract Allocation Sheet | | | | | | | | | | | Total | |
|---------------------------|-----|--------|------|-----|------|-----------|---------------|------------|---------|------------|--------|---------|
| | | | | | | | FFY <u>26</u> | | FFY | | | |
| State/Federal Source | % | CFDA # | Fnd | Agy | Unit | Appr Unit | Obj | Prog/ Func | Amount | Prog/ Func | Amount | |
| Fed | 100 | | 1000 | 480 | 3945 | NFD | 6139 | 3EC24 | \$2,800 | | | \$2,800 |
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| Totals | | | | | | | | | \$2,800 | | | \$2,800 |

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT



Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department Name: Department of Environmental Quality Agency Code: 480 Division Name: Division of Drinking Water,
referred to as the State Entity, and the following Contractor:

San Juan Public Health Department
Name

735 S 200 W Suite 2
Address

Blanding, UT 84511
City State Zip

Contact Person: Mike Moulton Phone # (435) 587-3838 Email: mmoulton@sanjuancountyut.gov

Vendor # 06866HL Commodity Code # 925035

LEGAL STATUS OF CONTRACTOR

Sole Proprietor

Non-Profit Corporation

For-Profit Corporation

Partnership

Government Agency

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
For local health departments to assist the Division of Drinking Water with testing for emergency contaminants in small and/or disadvantaged communities.

3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, FY _____,
Bid# _____, or other method: _____.

4. CONTRACT PERIOD: Effective Date: Upon final signature Termination Date: 4/30/2027 unless terminated early or extended in
accordance with the terms and conditions of this contract. Renewal options (if any): _____.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$ 2,800.00 for costs authorized by this contract. Prompt Payment
Discount (if any): _____. Additional information regarding costs:

6. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods or Services

ATTACHMENT B: Scope of Work

ATTACHMENT C: N/A

ATTACHMENT D: N/A

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # _____ dated _____.

8. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver
this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the
Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and
legal agreement binding on the parties and enforceable in accordance with its terms. Further, that Contractor is registered with the Utah
Department of Commerce and is in good standing.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities
have signed this contract.

CONTRACTOR

STATE

Contractor's signature Date

Agency's signature Date

Type or Print Name and Title

STATE OF UTAH APPROVING AUTHORITIES

Director, Division of Finance

Date

Agency Contact Person

Telephone Number

Email

(Revision 05 June 2022)

DEPARTMENT OF ENVIRONMENTAL QUALITY MODIFIED

ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) "**Federal Grant**" means a source of funding from the federal government that forms all or part of the basis for the State Entity's funding for the Contract.
 - g) "**Goods**" means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - h) "**Procurement Item**" means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - i) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - j) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - k) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - l) "**State Entity**" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - m) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - n) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
7. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact

regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

10. **INDEMNITY:** Both parties to this agreement are Utah governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the either party, upon thirty (30) days written termination notice being given to the the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. Such termination shall become effective thirty (30) days after written notice by the State Agency delivered to the Contractor, except such termination shall be effective immediately upon notice if the underlying Federal Grant is terminated without notice to the State Entity.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section are limited to the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within a reasonable time of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** INTENTIONALLY DELETED

19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.

If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; or (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s). Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received, except that final payment for Contracts funded by Federal Grants terminated by the federal government without notice to the State Entity as described in Paragraph 15 will be made under the payment procedures applicable to the Federal Grant. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). Except for final payments under terminated Federal Grants described above, if payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** INTENTIONALLY DELETED

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity. Contractor shall have the right to publish, upon prior written approval of the State Entity which may not unreasonably be withheld, the results of the project.

27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY DELETED

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after

determining such delay will prevent successful performance of this Contract.

31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

Written Confidential Information shall be clearly marked as "confidential." If certain Confidential Information has not been reduced to written form at the time of disclosure by the State Entity, then such orally disclosed information shall be protected by the Contractor as Confidential Information, provided that the State Entity shall: (i) provide a statement to the Contractor that the oral information shall be protected under this Agreement; and (ii) within thirty (30) days of such disclosure, reduce to writing a summary of the orally disclosed Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION: INTENTIONALLY DELETED**
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES: INTENTIONALLY DELETED**
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION: INTENTIONALLY DELETED**
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.

46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/11/2025)

DDW/LHD EC-SDC PFAS Sampling Assistance Program Guidelines

Purpose

The purpose of a Utah Division of Drinking Water (DDW)- Local Health Department (LHD) partnership regarding PFAS outreach and sampling is to assist Utah's small or disadvantaged public water systems in meeting the initial monitoring requirements of the PFAS rule.

The EPA announced a national drinking water rule for PFAS in 2024 through the issuance of Maximum Contaminant Limits (MCLs). The national drinking water rule for PFAS states that all community and non-transient, non-community public water systems must complete initial PFAS monitoring by April 26, 2027, and be in compliance with the MCLs by April 26, 2029, with the exemption for public water systems that only receive water through consecutive connections, which do not need to monitor for PFAS.

There are 505 public water systems in Utah that will be required to collect initial monitoring samples for PFAS prior to April 26, 2027. Many public water systems have not begun sampling for PFAS, and nearly all of the systems that have yet to begin initial monitoring for PFAS are small or disadvantaged by state definition.

Collaboration with LHDs on outreach and sampling is a critical component to ensure that all public water systems get the information and assistance they need to comply with the PFAS rule.

Core Items- PFAS Initial Monitoring Requirements

- Goal: To identify and assist small or disadvantaged public water systems that have not yet begun sampling for PFAS.
- Objective: LHD would perform outreach and onsite sampling assistance to public water systems identified by DDW and agreed to by the LHD.
- Measure: Number of water systems and points of entry from which a PFAS sample was collected by the LHD
- Report: A shared Google sheet or Microsoft Word document will be created to allow updates to outreach, sampling and notes to be shared. Periodic meetings may be requested by either party to receive updates.

LHD Program Participation Requirements

Participating LHDs will designate a contact person(s) to support public water system inquiries. LHDs with water laboratories will display PFAS educational materials in their labs.

LHDs will be expected to perform their own outreach to the list of public water systems identified and sent to LHDs by DDW to encourage participation in this funding opportunity.

DDW has entered into a contract with PACE Laboratories in Peoria, Illinois. LHD Onsite Sampling Assistance for PFAS will require shipping (drop off at a FedEx office, with some possibilities of UPS). All PFAS samples collected and shipped by LHDs will automatically be invoiced to DDW. DDW will provide detailed protocols for the sampling and shipping processes.

DDW has a dedicated website to PFAS, and DDW will publish the point of contact information for each participating LHD. If the point of contact changes, the participating LHD will notify DDW.

For water systems that utilize LHDs for PFAS sampling assistance, the expectation is that LHDs help collect and ship all remaining required samples.

Payment/Reimbursement Structure-

Health departments will send an invoice to the division at the end of each month or quarter. The invoice should include:

- PFAS Sampling Details for the samples and outreach during each month or quarter.
- Public Water System name & ID
- Hours Spent per Water System
- Date of sample and/or outreach (Performance Period)

The invoice should be sent to John Steffan jtsteffan@utah.gov

Health Departments can expect payment within 30 days after the Division receives an invoice.

Eligible systems for LHD Onsite Sampling Assistance-

Populations of less than 3,300 (UCMR5 population)

Systems that have not yet started sampling and are eligible to receive Emerging Contaminant Small or Disadvantaged Community Grant Funds

How will outreach be conducted-

- DDW Emerging Contaminants staff will provide a list of PWS eligible to participate in your jurisdiction and train LHD personnel about the PFAS rule, the DDW PFAS sampling program, and the detailed protocols for sampling and shipping.
- LHD could work collaboratively with DDW on outreach or perform outreach to the systems on its own, but initial outreach by LHDs must be completed by the end of May 2026. After May 31, 2026 DDW will assume outreach for the remaining systems that were unable to be reached, signed up for the free PFAS sampling, or began PFAS sampling on their own.
- LHD may be able to sign up a PWS that has agreed with the LHD to participate in the program, or a PWS may request that the PWS sign up themselves using the PFAS waitlist form on DDW's PFAS website. DDW may send sample coolers directly to the LHD or the PWS, whichever the LHD and PWS agree to.
- If a water system chooses to participate in the free PFAS sampling program and elects to participate in the onsite sampling assistance program, DDW encourages the LHD to meet with a member of the water system during the sample event so the public water system can be trained on how to take samples for future sampling compliance.
- Although initial monitoring for PFAS is a requirement of the PFAS rule, participation in the free PFAS sampling program and onsite sampling assistance is optional for water systems. Water systems may choose to sample outside of the free PFAS sampling program or participate in the free water sampling program, but choose to take the samples themselves rather than request sample assistance.

Sample Coolers and Ordering-

- LHD or PWS will sign up for sampling assistance through the online waitlist signup form
- DDW will order sample coolers based on the waitlist

- DDW will work with LHDs on timeframes and shipping locations for receiving sample coolers and provide a detailed protocol for the shipping process.

Budget Determination of Outreach and Sample Assistance Costs for San Juan Health Department.

DDW will compensate the San Juan Health Department at a rate of (\$100/hour). A maximum compensation budget for a combination of both outreach and sampling assistance efforts will be determined by the LHD in consultation with DDW and be included in the final contract.

The maximum compensation below is based on each system being sampled individually and based on the estimated hours of outreach that will be conducted. Please make every effort to bundle water systems where possible.

Based on the list of eligible water systems provided by DDW to the San Juan Health Department on 1-23-2026, the maximum reimbursable sampling costs is as follows:

- Twenty four hours of sampling anticipated at \$100 per hour for a maximum reimbursement of \$2,400.

Based on the list of eligible water systems provided by DDW to the San Juan Health Department on 1-23-2026, the maximum reimbursable outreach costs, is as follows:

- Four hours of outreach anticipated at \$100 per hour for a maximum reimbursement of \$400.

Total reimbursement available for PFAS sampling and outreach is as follows:

- **Maximum Sampling Reimbursement: \$2,400**
- **Maximum Outreach Reimbursement: \$400**
- **Total Maximum Reimbursement Amount (Sampling + Outreach): \$2,800**