
REQUEST FOR PROPOSALS

Issued by:

The Office of Legislative Auditor General



Artificial Intelligence and Advanced Consulting Services

RFP No. 2026-01

I. RFP CONTACT

The Office of Legislative Auditor General is the issuer of this RFP and of any and all subsequent addenda to this RFP, if applicable. Inquiries regarding this RFP should be directed, in writing, to:

Nicole Batt, Deputy Director of Administration
Office of Legislative Services
Email: nbatt@le.utah.gov

II. DEFINITIONS

As used in this RFP:

1. “DESIGNEE” means the person the LEGISLATIVE AUDITOR GENERAL appoints.
2. “LEGISLATIVE AUDITOR GENERAL” means the Auditor General of the Utah Legislature.
3. “LEGISLATURE” means the Utah Legislature, the HOUSE, the Utah Senate, Utah state legislators, legislative staff, and legislative staff offices.
4. “OLAG” means the Office of Legislative Auditor General, a staff office of the Utah Legislature.
5. “MDT” means Mountain Daylight Time.
6. “RFP” means this request for proposals, issued by OLAG, “Artificial Intelligence and Advanced Analytics Consulting, 2026-01.”
7. “SERVICES” means the services described in Paragraphs III.1 and III.2.

III. PURPOSE OF REQUEST FOR PROPOSALS

1. The purpose of this RFP is to enter into a contract with a qualified individual, group of individuals, or a firm to provide AI services to enhance audit efficiency, analytical capabilities, and staff development. The AI services should support both operational audit processes and strategic organizational capacity building while maintaining appropriate security, confidentiality, and data-governance standards
2. “AI services” described in Paragraph III.1 may include any or all of the following:
 - a. AI-powered reference review;

- b. development of internal AI expertise through staff training, certifications, and advanced education;
- c. establishment of a fellowship program to build long-term AI capacity within OLAG;
- d. deployment and customization of secure, on-premises open-source AI models for qualitative analysis, organizational culture assessments, and other sensitive audit applications; and
- e. advanced analytics for large-scale datasets to identify risks, anomalies, fraud indicators, and other areas of audit interest.

3. Projects:

4. The individual(s) or firm to whom the contract is awarded will be expected to, under the direction of and in consultation with the LEGISLATIVE AUDITOR GENERAL, provide all work relating to the provision of SERVICES.
5. This RFP is designed to provide basic information sufficient to solicit proposals from qualified individuals, groups of individuals, or firms, but (except to the extent expressly provided otherwise) is not intended to limit a proposal's content or exclude any relevant, important, or essential information.
6. The contract will be awarded for a period of two years, with the option to extend if needed, and with the option of OLAG to terminate the contract earlier than the two-year period if:
 - a. the SERVICES are no longer needed; or
 - b. OLAG is not satisfied with the responder or the SERVICES provided.
7. It is anticipated that:
 - a. the SERVICES will begin immediately after the award of the contract;
 - b. the majority of the SERVICES will be completed within two years after award of the contract, with a large time commitment expected from the responder; and
 - c. the contract awarded will be in effect until November 13, 2028 and any subsequent SERVICES are concluded.
8. Responder shall provide the SERVICES in an expeditious and professional manner.

IV. BACKGROUND

Factual description

1. The following timeline (subject to change by addendum) will be followed with respect to this RFP:
 - a. RFP Opening Date: Friday, October 9th, 2026.
 - b. Final Date for Submission of Questions: Monday, October 19th, 2026
 - c. Final Date for Addenda to RFP (related to specifications and answering questions submitted before the deadline described in Paragraph IV.1.b of this RFP): Wednesday, October 21st, 2026 at Noon (MDT).
 - d. RFP Response Submission Deadline: Monday, October 26th, 2026 at Noon (MDT).
 - e. Opening of Proposals: Tuesday, October 27th, 2026, at 12:10 p.m. (MDT) at OLAG.
 - f. Estimated Announcement of Finalists: Monday, November 2nd, 2026, 2026
 - g. Estimated Interviews with Finalists: Tuesday, November 3rd, 2026, through Monday, November 9th, 2026.
 - h. Estimated Announcement: Friday, November 13th, at 4:00 p.m. (MDT) at OLAG.

2. DISCUSSIONS AND INTERVIEWS

In accordance with Utah Code Ann. Section 63G-6a-704.4 and Section 63G-6a-704.6, discussions may be conducted with responders who submit proposals determined to have a reasonable likelihood of being awarded the contract. However, proposals may be accepted without discussion, in which case award of the contract will be made based on the proposals initially submitted by the responders.

Discussions are different than interviews in that discussions involve a conversation regarding whether an offeror is responsible or an offeror's proposal is responsive. Discussions with responders will only be held if discussions are determined to be necessary after an initial review of the proposals submitted.

Interviews will be conducted in person or via a virtual meeting format. The purpose of interviews is to assist the evaluation committee in determining the correct score to award during the evaluation of the responses. Changes to the RFP requirements will not be discussed during interviews. In accordance with Section 63G-6a-707.5, there may be an opportunity to make best and final offers following discussions, if any, and interviews.

V. REQUEST FOR PROPOSALS

1. SUBMISSION TIME, PLACE, AND MANNER

a. PROPOSALS

Proposals provided in response to this RFP should NOT be submitted via BidNet, U3P, purchasing.utah.gov, or any other online website.

An electronic copy in PDF format must be received by the RFP contact, Nicole Batt, on or before Monday, October 26th, 2026 at Noon (MDT). The electronic copy may be provided by email to Nicole Batt, nbatt@le.utah.gov.

Legislative email, including attachments, is limited to receiving 25MB per email, so if a responder sends anything larger, the responder will need to break the proposal into parts and send each part in a separate email.

b. LATE SUBMISSION OF PROPOSALS

Proposals received after Monday, October 26th, 2026, at Noon (MDT) will not be considered.

2. RFP REQUIREMENTS

- a. Responder shall provide SERVICES to the evaluation committee.
- b. The LEGISLATIVE AUDITOR GENERAL is charged by the Utah Constitution with conducting audits of any funds, functions, accounts in any branch, department, agency or political subdivision of the state.
- c. Responder shall designate one individual as the team lead. The team lead shall be primarily responsible for providing the SERVICES and communicating with the LEGISLATIVE AUDITOR GENERAL and DESIGNEE.
- d. The team lead shall:
 - i. Have a graduate degree in data analytics, artificial intelligence, computer science, statistics, or a related field. The team lead should also demonstrate a successful record of managing multidisciplinary teams to complete projects on time and on budget. They should also have experience building organizational capacity through training, mentoring, and knowledge transfer.
- e. The individuals who will provide SERVICES to OLAG shall:
 - i. Individual team members should have demonstrated experience implementing AI and advanced analytics solutions, including adapting and optimizing open-source AI models for specialized organizational needs. The contributors should have experience working with large and complex datasets and translating technical concepts into practical applications. Preference will be given to candidates with experience supporting government projects where data security and confidentiality are critical.
- f. The responder shall provide responder's own support staff to enable the responder to

provide the SERVICES in a timely, professional manner.

3. RESPONDER INFORMATION

The first page of the proposal shall include the following information, in the following format:

a. Title: “RFP for Artificial Intelligence and Advanced Analytics Consulting Services, 2026-01”

b. Responder Summary Information:

Name:

RFP Contact Person:

Address:

Telephone:

Email:

Federal Tax ID Number:

4. EXECUTIVE SUMMARY

The second portion of the proposal shall contain a one- or two-page executive summary that briefly describes the responder’s proposal. This summary shall highlight the major features of the proposal. The reader should be able to determine the essence of the proposal by reading the executive summary.

The executive summary shall also describe any deviations or exceptions from the requirements, terms, and conditions of this RFP. In the absence of such a written description, the response shall be interpreted to agree to the requirements, terms, and conditions of this RFP and the responder shall be held liable for any deviations from the RFP. Deviations and exceptions claimed by a responder may result in rejection of a response on the grounds that the response is not responsive to the RFP.

5. DETAILED DESCRIPTION

The third portion of the proposal constitutes the main portion of the response and shall include the following:

a. A complete narrative of the responder’s assessment of the work to be performed, the responder’s ability and approach, and the resources necessary to fulfill the requirements. This narrative shall demonstrate the Responder’s understanding of the overall performance expectations and clearly indicate all options and alternatives proposed.

b. A description of the qualifications, including experience, education, training, and

knowledge of each individual that the responder will designate to provide the SERVICES described in this RFP, specifying the individual who will be the team lead for the responder.

- c. A list of references, including a contact person and that person's contact information and title.
- d. A certification indicating that neither the responder nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or contract by any governmental entity. If the responder cannot certify this statement, the responder shall attach a written explanation indicating why the responder cannot certify this statement.
- e. A specific point-by-point response, in the order listed, to each requirement of the RFP, including all addenda to the RFP, indicating whether the responder meets, and agrees to comply with, the requirement.

6. COST

In a separate electronic document entitled “Cost”, responder shall include all information on cost for the SERVICES and any related items for which the responder may charge. The document shall consist of the completed cost proposal form (Attachment A). A proposal may be rejected as nonresponsive if any cost information is included in any portion of the proposal response other than in the “Cost” document.

To ensure a fair process, the evaluation committee is prohibited from having any knowledge in relation to cost until the technical aspects of the evaluation process (Phases 1-3) are completed.

7. RFP COMPLIANCE

OLAG reserves the right to:

- a. reject a proposal on the grounds that it is not responsible (as defined in Utah Code Ann. Section 63G-6a-103);
- b. reject a proposal on the grounds that it is not responsive (as defined in Utah Code Ann. Section 63G-6a-103);
- c. reject a proposal that does not strictly comply with the requirements of this RFP and the required submission format; and
- d. waive minor informalities or minor technical errors in a proposal.

8. PROPOSALS ARE BINDING

All proposals are required to be signed by a person in authority to bind the responder to the

response, the response cost, and the terms and conditions of the proposals. Proposals may not be withdrawn for a period of sixty (60) days after the RFP due date. By submitting a proposal, the responder certifies that all information provided by the responder is true, complete, and accurate, that the responder is willing and able to furnish the SERVICES in the manner described in this RFP, that the costs quoted are correct, that the costs quoted include all charges that will be required in relation to the provision of SERVICES, and that the responder is prepared to enter into a contract with OLAG in substantially similar form to the standard contract included as Exhibit B to this RFP.

9. RESPONDER'S RESPONSIBILITY

The successful responder(s) are solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract resulting from this RFP.

VI. OTHER REQUIREMENTS

The responder's name must appear on each page of the response. The response must contain evidence that the person who signs the proposal is authorized to bind the responder in relation to the response.

By submitting a proposal in response to this RFP, responder acknowledges that the requirements, scope of work, and evaluation process described in this RFP are fair, equitable, not unduly restrictive, understood, and agreed to. Any exceptions to the content of the RFP must be protested in writing before the RFP response submission deadline.

VII. EVALUATION AND CONTRACT

1. EVALUATION CRITERIA

- a. Each response to this RFP will be evaluated based on the following factors:

Points	Criteria
40	<i>Alpha:</i> Demonstrated ability of responder's team lead to provide the SERVICES and satisfy the requirements of the RFP. The following factors will be weighed in order of importance, from most to least important: 1. Responder's demonstrated ability to develop advanced analytics for large-scale datasets to identify risks, anomalies, fraud indicators, and other areas of audit interest. 2. Responder's demonstrated ability to provide AI-powered reference review, development of internal AI expertise through staff training, certifications, and advanced education; and

3. Responder's demonstrated ability to provide deployment and customization of secure, on-premises open-source AI models for qualitative analysis, organizational culture assessments, and other sensitive audit applications.

25 *Beta*: Demonstrated experience of responder's team lead (e.g., proven track record).

20 *Gamma*: Qualification and expertise of responder's other team members who will provide, or assist in providing, the SERVICES.

15 *Delta*: Cost

- b. Responders from Utah will not be given a preference over responders from outside of Utah, unless the responders from outside of Utah are from a state that gives a procurement preference to in-state providers.

Each phase of the evaluation process is described in further detail in Paragraph VII.2 of this RFP below. The following chart summarizes the evaluation process:

Evaluation Process				
Phase 1	Timely responses reviewed for responsiveness			
Phase 2		Internal review of non-eliminated responses, application of criteria Alpha, Beta, & Gamma; Finalists identified		
Phase 3			Interviews with finalists; Evaluators may adjust their Alpha, Beta, & Gamma scores based on interviews	
Phase 4				Evaluators apply criterion Delta

2. EVALUATION PROCESS

a. Phase 1:

The evaluation committee will review all proposals that are timely received. Proposals that are not responsible, responsive, or do not strictly comply with the requirements of this RFP and the required submission format will be eliminated from further consideration.

b. Phase 2:

The evaluation committee will evaluate proposals that are not eliminated in Phase 1. Proposals that achieve a total technical score of 65 points or more will be designated as finalists and will move on to Phase 3. All other proposals will be removed from further consideration.

c. Phase 3

Responders that are not eliminated in Phase 1 or Phase 2 will be contacted to schedule an interview with the responder's proposed team lead. Interviews will be conducted in person or via virtual meeting technology. The scores awarded under Phase 2 will be adjusted, as necessary, in light of the responders' interview performance.

d. Phase 4

After adjustments, if any, described in Phase 3 are made, each finalist will receive a score for cost of up to fifteen (15) points, as follows:

For purposes of evaluating the hourly rate category, OLAG will calculate a blended hourly rate using the hourly rates proposed in Attachment A. The blended hourly rate will be calculated as 50% Team Lead hourly rate, 40% Other Team Members hourly rate, and 10% Administrative Assistant hourly rate.

The proposal with the lowest cost in each cost category will receive the maximum points available for that cost category. Thirteen (13) points are based on the "hourly rate" category and two (2) points are based on the "other expenses" category (see Attachment A).

3. UTAH PROCUREMENT CODE

All proposals will be evaluated in accordance with the requirements of the Utah Procurement Code and Legislative Management Committee policies adopted in accordance with the Utah Procurement Code.

4. CONTRACT

- a. The contract will be tentatively awarded (pending successful contract negotiations) to the responder whose proposal is the most advantageous to the state, taking into consideration price and other evaluation factors described in this RFP.
- b. OLAG reserves the right to award the contract to a technically qualified lower-cost responder that scored lower than the highest scoring responder if, based on a cost benefit analysis required by the Utah Procurement Code, the highest scoring responder will not provide the best value offered to the state.
- c. The contract shall include, but is not required to be limited to, the standard terms and

conditions included in Attachment B.

- d. OLAG reserves the right to refuse to negotiate on exceptions if OLAG determines that the exceptions are excessive or not in the interest of the state, or that negotiations could result in significant costs to the state or take a significant period of time.
- e. OLAG reserves the right to review the contract on a regular basis in relation to performance and cost and may negotiate terms relating to cost and service during the term of the contract.
- f. All pricing shall be guaranteed for the entire term of the contract, including any extensions or amendments.

VIII. QUESTIONS

Questions, requests for changes to this RFP, and requests for clarification must be submitted by email to Nicole Batt (nbatt@le.utah.gov) on or before Monday, October 19th, 2026, at Noon (MDT). Responses to substantive questions, responses to requests for clarification, and responses to requests for changes will be provided in the form of an addendum to this RFP.

IX. ADDENDA

- 1. All addenda to this RFP (including answers to questions provided by addendum) will be posted on the Utah Legislature's website at: https://le.utah.gov/rfp_legal.htm
- 2. Addenda and notifications of addenda are not required to be provided in any manner other than described in Paragraph IX.1 of this RFP above. All responders, potential responders, and other interested persons are required to check the legislative website on a regular basis in order to receive notice of, or a copy of, any addendum.
- 3. OLAG may attempt to, but is not required to, provide email notification of an addendum to any person who sends a request to receive notification to Nicole Batt.

X. PROTECTED INFORMATION

Protection or disclosure of information submitted in response to this RFP shall be governed by Title 63G, Chapter 2, Government Records Access and Management Act. A responder who desires to request protected status of any information submitted in the response must specifically identify the information that the responder desires to protect and the reasons that the information should be afforded protected status under the law. In making this request, the responder shall comply with the requirements of Utah Code Ann. Section 63G-2-305, Utah Code Ann. Section 63G-2-309, and all other applicable requirements of law. OLAG's decision regarding the protected status of information shall be final and binding on the responder.

Each responder will indemnify, defend, and hold forever harmless the LEGISLATURE from

any and all liability relating to the disclosure of information included in the responder's response to this RFP, even if the responder requested protected or other confidential status for the information.

Attempts to designate an entire proposal, or large portions of a proposal, as protected will not be honored. Attempts to protect information relating to cost will also not be honored.

XI. MODIFICATIONS TO, OR WITHDRAWAL OF, RESPONSE

A responder may modify or withdraw the responder's proposal, at any time before the closing date and time for submitting a proposal, by providing a written modification or a written statement withdrawing the proposal to the RFP contact. Modifications or letters of withdrawal received by the RFP contact after the closing date and time for submitting a proposal will be rejected as invalid. A response to this RFP, as it exists at the closing date and time for submitting a proposal, will be binding on the responder.

XII. COST OF RESPONDING TO RFP AND CONTRACT NEGOTIATIONS

1. All expenses relating to responding to this RFP, including, but not limited to, preparing, submitting, and presenting a proposal, attending meetings in relation to this RFP, discussions, and all travel, dining, lodging, and communication expenses will be borne by the responder. The LEGISLATURE assumes no liability for any costs incurred by a responder in responding to this RFP.
2. All expenses of the successful responder relating to conducting contract negotiations, including, but not limited to, drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne by the responder. The LEGISLATURE assumes no liability for any costs incurred by a responder relating to contract negotiations.
3. Responder will not bill for any expense that was incurred prior to the time that the contract is signed by all parties.

XIII. MISCELLANEOUS RESERVATION OF RIGHTS

OLAG reserves the right to not award a contract to any of the responders who respond to this RFP, to cancel this RFP at any time, or to issue a new RFP for the same or similar services.

RESTRICTIONS ON PUBLICITY

A successful responder may not, without the prior written approval of OLAG, do any of the following:

1. Make any announcement regarding the award of the contract relating to this RFP; or
2. Refer to the LEGISLATURE, or use any data, pictures, or other representation of the

LEGISLATURE, in its advertising, marketing, or other promotional efforts.

XIV. GOVERNING LAW

This RFP is subject to the laws of the state of Utah, including Utah Code Ann. Title 63G, Chapter 6a, Utah Procurement Code, and legislative policies adopted in accordance with the Utah Procurement Code.

ATTACHMENT A

COST PROPOSAL FORM

Cost shall be submitted in the format outlined in this form. Failure to comply with this format may result in the proposal being rejected as nonresponsive.

I. Hourly Rates per Staff Category

Team Lead \$_____per hour

Other Team Members \$_____per hour

Administrative Assistants \$_____per hour

It is preferred, though not required, for a respondent to include (1) the number of staff members within each category who are anticipated to work on the SERVICES and (2) an estimated percentage of SERVICES each category is anticipated to perform.

II. Other expenses

- a. For a responder outside of Utah, describe the expenses that OLAG will be required to pay for travel, food, and lodging and how many individuals will normally travel to provide the SERVICES. If it is difficult to determine how much travel may be required, for purposes of scoring, assume that there will be a total of 16 visits comprising two days and two nights per visit.
- b. Describe all other expenses OLAG will be charged, including, but not limited to, court costs, legal database fees, copies, demonstrative exhibits, and clerical or administrative work.

III. Other Information

Provide any other information relevant to cost.

ATTACHMENT B

STANDARD TERMS AND CONDITIONS



PROFESSIONAL SERVICES AGREEMENT – NAME OF CONSULTANT

This Professional Services Agreement ("Agreement") is by and between the OFFICE OF LEGISLATIVE AUDITOR GENERAL, hereinafter referred to as "OLAG," and _____, hereinafter referred to as "CONSULTANT." Collectively, OLAG and CONSULTANT are referred to as "Parties." As used in this Agreement:

- A. "OLAG" means the Office of Legislative Auditor General, a staff office of the Utah Legislature.

WITNESSETH:

WHEREAS, in accordance with Utah Code Title 63G, Chapter 6a, Utah Procurement Code, and Legislative Management Committee Policy H, Procurement, OLAG issued a Request for Proposals (RFP) on Friday, October 9th, 2026;

WHEREAS, a copy of the RFP is attached as **Exhibit A** and incorporated by this reference;

WHEREAS, CONSULTANT submitted a proposal that OLAG determined was responsive and responsible;

WHEREAS, CONSULTANT's proposal is attached as **Exhibit B** and incorporated by this reference;

WHEREAS, CONSULTANT was chosen to perform certain services after (TK), subject to the following modifications (as applicable);

WHEREAS, OLAG desires to retain CONSULTANT to perform (TK) to OLAG and the Utah Legislature, to be described more fully below and hereinafter referred to as the "Services"; and

WHEREAS, CONSULTANT represents that CONSULTANT has the technical expertise, experience, and knowledge to perform the Services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

CONSULTANT shall perform and accomplish in a manner satisfactory to OLAG those tasks assigned to CONSULTANT by OLAG's representative. Those tasks are anticipated to include the following:

CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances.

2. TIME OF PERFORMANCE

CONSULTANT shall begin performing the Services upon receipt of this executed Agreement and shall work diligently to the satisfaction of OLAG, in accordance with the terms provided herein until the expiration of the Agreement on DATE (TK approximately two years from execution). The term of this Agreement may be extended by written amendment in accordance with Paragraph (5).

3. COMPENSATION

- A. During the term of this Agreement, the compensation paid by OLAG to CONSULTANT for Services shall be \$XX per hour, not to exceed a maximum of \$XXX during the term of this Agreement. Any compensation exceeding this amount must be pre-authorized in writing by the Legislative Auditor General.

Method and Time of Payment - Payment shall be made in the following manner:

CONSULTANT shall submit monthly invoices to OLAG for work completed to date. All invoices shall (a) provide an itemization of Services performed during the previous month, (b) indicate the percentage of each Service that has been completed by CONSULTANT as of the date of the invoice, (c) indicate the total amount charged for each Service during the previous month, (d) indicate the time spent by each of the CONSULTANT's employees and approved subcontractors assigned to Services during the previous month, and (e) provide a summary of all other direct and indirect costs incurred by CONSULTANT during the previous month that pass to OLAG pursuant to the terms of this Agreement. All invoices will be based on actual cost incurred.

OLAG shall reimburse CONSULTANT within thirty (30) calendar days after the receipt of each invoice.

- B. CONSULTANT shall maintain complete records of all costs incurred and payments received under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of four (4) years after final payment

is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of OLAG for inspection and audit.

- C. Compensation After Termination - In the event this Agreement is terminated as provided in Paragraph (5) below, CONSULTANT shall be compensated for all work performed under this Agreement before the date of receipt of the termination notice or other termination date specified in such notice. CONSULTANT and any of its subcontractors, agents and legal representatives agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement.
- D. Reimbursement of Costs – CONSULTANT shall submit reimbursement for costs as described in CONSULTANT’s proposal, subject to modification mutually agreed upon by the Parties. CONSULTANT may not receive reimbursement for an expense CONSULTANT incurs in the performance of this Agreement that is inconsistent with the provisions of Rule R25-7 of the Utah Administrative Code or XXX, as incorporated into the RFP.
- E. Except as otherwise expressly provided in this Agreement, CONSULTANT is solely responsible for CONSULTANT’s expenses.

4. AMENDMENTS AND ADDITIONAL SERVICES

This Agreement constitutes the entire agreement between OLAG and CONSULTANT and it may not be amended or altered in any way except by a written amendment signed by both Parties to this Agreement; provided, however, that at any time during the term of this Agreement, OLAG may by written notice to CONSULTANT modify the scope of the Services to be furnished by CONSULTANT under this Agreement.

5. TERMINATION

- A. OLAG reserves the right to terminate this Agreement if the Services are no longer needed or if OLAG is not satisfied with the Services provided. Additionally, OLAG funds are subject to legislative appropriations. Accordingly, OLAG may terminate this Agreement, with or without cause, for any reason, by giving CONSULTANT advance written notice of such termination.
- B. This Agreement may be terminated for cause by CONSULTANT in advance of the specified termination date upon written notice of default being given to OLAG. OLAG will be given thirty (30) working days after the day notification is made to correct and cease the violations. If the violates are not corrected or ceased by the end of the thirty (30) day correction period, the Agreement may be terminated for cause.

C. In the event of any termination, the CONSULTANT shall deliver to OLAG, as the property of OLAG, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by OLAG or prepared by or for the CONSULTANT under this Agreement. Once all the property of OLAG has been delivered to OLAG, as described in this Subparagraph (5)(C), the CONSULTANT may destroy any duplicative copies still in CONSULTANT's possession.

D. The following provisions of this Agreement survive termination of the Agreement:
(TK)

6. COPYRIGHT AND OWNERSHIP OF DOCUMENTS

No reports, maps, analyses, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of CONSULTANT. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items prepared under this Agreement vest in OLAG upon payment to the CONSULTANT for all Services rendered herein through the date of the expiration or termination of this Agreement.

7. ARTIFICIAL INTELLIGENCE

CONSULTANT shall disclose to OLAG all planned and actual use of generative artificial intelligence in the performance of Services under this Agreement. CONSULTANT may not use reports, drawings, studies, estimates, models, computations, data, or any other information supplied by OLAG to CONSULTANT for use by or training of any large language model or generative artificial intelligence systems or tools, other than for the purposes described in SERVICES. CONSULTANT agrees that, if CONSULTANT utilizes any artificial intelligence in the performance of Services, CONSULTANT remains responsible for the overall performance and quality of the Services.

8. ASSIGNMENT

The CONSULTANT's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of OLAG. However, claims for money due to the CONSULTANT from OLAG under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to OLAG. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of OLAG.

9. INDEPENDENT CONTRACTOR

CONSULTANT will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, CONSULTANT shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from CONSULTANT's activities under the terms of this Agreement.

10. PROHIBITED INTERESTS

No officer or employee of OLAG who exercises any functions or responsibilities in the review and approval of Services shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest.

11. CONFLICTS OF INTEREST

- A. CONSULTANT hereby certifies that the CONSULTANT, and any personnel the CONSULTANT assigns to work for OLAG under this Agreement, are not involved in other projects that would pose a conflict to the CONSULTANT's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the CONSULTANT agrees to notify OLAG immediately in writing and discuss the potential issues and work with OLAG to address any potential issues.
- B. The CONSULTANT covenants that the CONSULTANT presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

12. DEBARMENT

CONSULTANT certifies that neither CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any governmental department or agency. CONSULTANT agrees to notify OLAG within thirty (30) days if debarred by any government entity during the term of this Agreement.

13. STATUS VERIFICATION SYSTEM

- A. Pursuant to Utah Code Ann. Section 63G-12-302, CONSULTANT certifies that it is registered with and participates in a Status Verification System, as defined in Utah Code Ann. Section 63G-12-102, to verify the work eligibility status of its new employees that are employed in the state of Utah. CONSULTANT further agrees that it will require any subcontractor performing work on this project to similarly certify that it is registered with and participates in a state-approved Status Verification System to verify the work eligibility status of its new employees that are employed in the state of Utah.
- B. CONSULTANT will, within five (5) days' written notice of the request, provide proof of enrollment and participation in a Status Verification System to OLAG.

14. RESTRICTED FOREIGN ENTITIES AND FORCED LABOR

CONSULTANT certifies that CONSULTANT is not a restricted foreign entity and CONSULTANT does not utilize forced labor, as those terms are defined in Utah Code Ann. Section 63G-6a-121.

15. INDEMNIFICATION AND INSURANCE

- A. CONSULTANT expressly agrees to hold and save harmless and indemnify OLAG, its officers, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to a breach of this Agreement by CONSULTANT, the Services provided under this Agreement by CONSULTANT or arising from any act or omission of CONSULTANT or of any employee or agent of CONSULTANT. This includes liability of any kind or nature relating to CONSULTANT's use or provision of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in performance of this Agreement.
- B. CONSULTANT has delivered to OLAG certificate(s) of insurance demonstrating that CONSULTANT has in effect insurance appropriate to provide protection from claims arising from Services resulting from the acts or omission of CONSULTANT, its agents or employees for whom CONSULTANT may be liable. CONSULTANT's Certificate of Insurance is attached as **Exhibit C** and incorporated by this reference.

16. CONFIDENTIALITY

- A. The Parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.
- B. Notwithstanding Subparagraph (16)(A), the CONSULTANT recognizes that documents provided to OLAG may be subject to Utah Code Ann. Title 63G, Chapter 2, Government Records Access and Management Act, and that records are presumed public unless appropriately classified as protected, private, or controlled. Any document for which protected or private status is sought should be so marked by the CONSULTANT to avoid unauthorized disclosure to the public.
- C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.

- D. Either party that breaches the confidentiality agreement herein shall be liable to the non-breaching party for any damages that result from the breach of confidentiality (including, without limitation, reasonable attorneys' fees).

17. DEFAULT

- A. In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.
- B. If CONSULTANT breaches this Agreement, OLAG may do one or more of the following: (i) exercise any remedy provided by law; and (ii) suspend CONSULTANT from receiving future bid/proposal solicitations.

18. FORCE MAJEURE

Neither party will be held responsible for delay or default caused by fire, riot, national or state emergency, acts of God, or war that is beyond that party's reasonable control. OLAG may terminate this Agreement after determining that such delay or default will prevent successful performance of the Agreement.

19. SEVERABILITY

A declaration by any court or any other binding legal authority that any provision of this Agreement is illegal or void does not affect the legality and enforceability of any other provision of this Agreement unless the provisions are mutually dependent.

20. GOVERNING LAW AND VENUE

This Agreement shall be interpreted under and governed by the laws of the State of Utah. In any dispute arising out of this Agreement or a breach of this Agreement, venue shall be in the Third Judicial District Court in Salt Lake City, Utah or before a panel of three district court judges convened under Utah Code Ann. Section 78A-5-102.7.

21. NOTICES

All written notices to CONSULTANT shall be considered sufficiently given if transmitted by email to:

Name
Address
Phone
Email

All invoices, written reports and written notices given to OLAG shall be sufficiently given if mailed, delivered in person, or emailed to:

OLAG Contact Person
State Capitol Complex
450 N. State Street, Suite 350
Salt Lake City, UT 84103
Phone:
Email:

22. ENTIRE AGREEMENT

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the Parties.

23. CONFLICTS WITH TERMS IN EXHIBITS

To the extent there are any conflicts between the terms in this Agreement and Exhibits, the terms of this Agreement shall supersede those terms. All non-conflicting terms in those exhibits are incorporated by reference into this Agreement.

24. AUTHORITY TO BIND

The Parties each represent that the person who signs this Agreement on behalf of the CONSULTANT and OLAG respectively has the authority to bind the party and does, by signing this Agreement, to the terms and conditions of this Agreement.

(signatures appear on next page)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

For **CONSULTANT**:

For **OLAG**:

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Organization: _____

Organization: _____

Exhibit A: RFP

Exhibit B: Proposal

Exhibit C: Certificate(s) of Insurance