



Cache
County
1857

REQUESTS FOR PROPOSALS

- 1 - General Plan
- 2 - Urban and Rural Area Assessment;
Cost of Service Plan
- 3 - Regional Collaboration Plan

RESPONSE DUE

October 28, 2019

12:00 pm (noon)

Contact

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Planning Manager

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435-755-1641

This packet has been developed for Requests for Proposals intended to solicit competitive responses for the Cache County General Plan, Urban and Rural Area Assessment and Cost of Service Plan, and Regional Collaboration Plan for Cache County, Utah.

**All applicants are encouraged to thoroughly review
this packet prior to responding.**

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Requests for Proposals

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Section 1.0

Scope Overview

1.1 Background – Cache County is the sixth most populous county in the state of Utah and is growing. As of 2017 Cache County had an estimated population of 120,288, with 95% (113,888) of that population located in municipalities and the remaining 5% (6,400) in the unincorporated areas. Census estimates for 2018 place the total county population at 127, 068, an overall increase of 5.6% percent. However, the population within the unincorporated area saw an approximate decrease of 4% (251) from 2010 to 2017. The decrease in population is consistent with the historical transitional growth pattern within the county, and appears to be primarily due to the annexation of populated, unincorporated areas into the existing municipalities. From 1860 to the present, the growth rate of the unincorporated area of the county reflects an average increase of 237 people per year.

The increasing population of the county as a whole, and the ebb and flow of property and population from the incorporated county into municipal jurisdictions pose a challenge to land use planning and service provision.

At the heart of meeting this challenge is the necessary rewrite of the General Plan. With the exception of the recent addition of the Trails and Active Transportation Master Plan, the General Plan has seen little use since its 1998 adoption, due in large part to inconsistencies within the document and lack of political buy-in, leading to a lack of actionable direction. This lack of direction has negatively impacted the prospect of working connections between the guidelines of the General Plan, the practicalities of the County Land Use Code, and legislative action of the county legislative body.

In addition to the need for the General Plan rewrite, the Urban and Rural Assessment and the Cost of Service Plan are intended to add a directional level of practical application to the state required elements and considerations of the General Plan. The intent of the Regional Collaboration Plan is to adapt and apply the information from the General Plan, Urban and Rural Assessment, and Cost of Service Plan to a regional focus on strategies for growth, service, and communication across jurisdictions.

It is essential that these documents have practical utility for the citizens, elected officials, and staff professionals, and must therefore be functional, accessible documents constructed for active use by the public and professionals. Largely, to be successful these documents should:

- Consider the typical policies and goals, as well as identify related and specific projects with a proposed scope and budget; and,
- Be succinct and easily navigated with appendices for detailed or project specific information.

These documents must also promote, build upon, and implement regional planning efforts including:

- Envision Cache Valley (2009)
- Cache County Water Master Plan (2014)
- Cache Metropolitan Planning Organization Long Range Plan (2015)
- Resource Management Plan (2017)
- Cache County Trails and Active Transportation Master Plan (2017)
- Cache Valley South Corridor Development Plan (2011)

The expectation is that this process and resulting plan will help the county to better understand its own and others development patterns, and become a leader and facilitator in crafting professional and practical solutions for those patterns to the benefit of all municipal and unincorporated populations. And while the updated public comment and direction will help to reinvigorate the planning process, of equal if not greater value will be the creation of a dynamic and living document, and a pattern of active engagement.

Interested teams are invited to prepare a written plan and detailed schedule/timeline describing how these plans will be developed individually and collectively. For organizational and budgeting purposes, the General Plan should be completed in conjunction with or prior to the completion of the Urban and Rural Area Assessment, Cost of Service Plan, and Regional Collaboration Plan.

1.2 Project Coordination – Development of these documents will require ongoing coordination with Cache County staff and team members.

a. Project coordination may include:

- Establish Steering Committee/Advisory Committee
- Regular communication
- Meetings
- Workshops
- File-sharing

b. Potential Deliverables:

- Agendas, meeting materials, meeting minutes / synopsis
- Schedule
- File-sharing format (SharePoint, FTP, etc.)
- Method for ongoing coordination (community, stakeholders, county officials, others)

1.3 Public Involvement – Public involvement efforts should build upon the *Envision Cache Valley* process and identify effective public input methods. Providing constructive ways for the public to participate in the planning process will help identify a shared vision, priorities, goals, projects, and strategies for desired growth and development within Cache County.

- a.** Public input methods may include:
- Steering Committee/Advisory Committee meetings
 - Open houses
 - Listening stations (mobile meetings at community events)
 - Workshops and Focus Groups
 - Stakeholder interviews
 - Community surveys
 - Media - press releases, social media
 - Web-based tools
- b.** Potential Deliverables:
- Public Involvement Plan
 - Maps
 - Flyers
 - Survey questionnaire
 - Public input and stakeholder interview summaries
 - Meeting materials
 - Web-based tools

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Section 2.0

RFP 1 - General Plan Scope

2.1 State Mandated Elements – Address State-mandated elements within the General Plan (Utah Code 17-27a-403) including Land Use, Transportation, and Moderate Income Housing. Cache County recently adopted the required Resource Management Plan element in May 2017, and the Moderate Income Housing Plan in 2019, and work addressing these two elements must be incorporated with the final Plan.

- a.** Planning research and analysis may include:
 - Review of existing conditions – facility inventory, census data, statistics, growth trends
 - Future conditions – projected growth, planned facilities
 - Implementation techniques
- b.** Potential Deliverables:
 - Planning element summaries
 - Charts, maps, tables, and graphics

2.2 Elements of the General Plan – Develop a General Plan within effective, innovative formats. At a minimum, the General Plan should meet minimum state requirements and include the vision, goals, and policies for the required planning elements. Implementation techniques including specific projects, scope, and potential budgets should also be included for each planning element. The County GIS Department can support the plan through mapping and other support mechanisms that are beneficial to the development of the plan. The General Plan will require recommendation by the Planning Commission and adoption by the County Council.

- a.** General Plan activities may include:
 - Summary of existing and future conditions
 - Implementation plan
 - Updated charts, maps, tables, and graphics
 - Presentations for appointed and elected officials
- b.** Potential Deliverables:
 - Innovative, web-based, electronic plan
 - Platform with specifics for continuous implementation and updates
 - Version 1 (Draft for Cache County and team review) General Plan
 - Version 2 (Final Draft for public review) General Plan
 - Version 3 (Final) General Plan

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Section 3.0

RFP 2 - Scope of the Urban and Rural Area Assessment; Cost of Service Plan

3.1 Background – The purpose of the Assessment and Plan is to identify existing and future growth patterns with a focus on services such as Fire and EMS, law enforcement (Sheriff), sewer, water (culinary, agriculture, and storm water), and roads (public and private). The County has also seen an increase in the request for services it provides at a limited level to many of the smaller municipalities in the county. These services include road maintenance, fire protection, GIS, trails planning and construction, land use planning, and weed/vegetation control, but there is little to no plan for the increase in the level of these county services to municipalities. Development pressures have also increased in the unincorporated county, and frequently occur near municipal boundaries. Limited consideration for development in areas adjacent to municipalities has occurred, usually in the form of a municipal Annexation Policy Plan, with very minimal or no direction when it comes to the provision of services.

- a.** Specifically, the county is seeking information and proposals concerning:
 - i.** The pattern and geographic reach of existing services, and the pattern and impact of individual systems such as septic systems, water (culinary, agriculture, and storm water) sources, and private roads
 - ii.** If those existing patterns can be sustained
 - iii.** How existing and future patterns may relate to and impact existing and future municipal systems
 - iv.** How other patterns or options may provide a better option for future growth, including a minimum of three growth scenarios including one that identifies a baseline of growth with no pattern change (status quo), one focused on growth within the rural areas, and another focused on growth in the urban areas. A successful approach will consider more than three minimum scenarios
- b.** As relates to the existing locations and functional capabilities of these systems, the county must also determine:
 - i.** The average portion of the cost for existing services that is born by a developer or subsidized by the County and tax payers, and how future services or patterns may affect that cost and distribution, based on development patterns, density, and location
 - ii.** If there are other cost of service considerations, and if so, what they may be

3.2 Elements of the Urban and Rural Area Assessment – Establish assessment metrics and criteria, and evaluate urban and rural area growth patterns and needs.

- a.** Urban and Rural Area Assessment activities may include:
 - i.** Analyze land use and growth patterns
 - ii.** Evaluate if there are urban or suburban areas in the county and how they may be distinguished from rural areas

- iii. Determine service availability and demand including the existing capacity and future plans for public utility services
- iv. Evaluate demand for community design, density, lot size and land use patterns to meet current and future growth needs
- v. Establish parameters for determining growth potential within Cache County
- b. Potential Deliverables:
 - i. Assessment criteria
 - ii. Assessment of baseline and alternative scenarios of urban and rural areas in the county
 - iii. Assessment of resources to serve urban, rural, and emerging areas
 - iv. Summary of the growth scenarios with a preferred alternative identified

3.3 Elements of the Cost of Service Plan – Identify cost of services, potential revenue and funding sources, and organizational needs.

- a. Cost of Service Plan activities may include:
 - i. Evaluate current services Cache County provides
 - ii. Identify potential future services Cache County would provide under the urban and rural scenarios referenced under section 3.2 and that include:
 - 1) Service and facility components
 - 2) Estimated costs to provide applicable services and facilities
 - 3) Comparison of current and future cost of services in relation to geographic location in the County
 - iii. Implementation strategy for future cost of services to meet long-term land uses based on the preferred alternative
- b. Potential Deliverables:
 - i. Version 1 (Draft for Cache County and team review) Cost of Service Plan
 - ii. Version 2 (Final Draft for public review) Cost of Service Plan
 - iii. Version 3 (Final) Cost of Service Plan

Section 4.0

RFP 3 - Scope of the Regional Collaboration Plan

4.1 Background – The purpose of the Regional Collaboration Plan is to improve and establish communication and involvement protocols, and to develop strategies for service-based growth. At present, regional issues such as transportation, storm water, floodplain, infrastructure maintenance, sewer/septic systems, and culinary water protection, and weed/vegetation control are individually administered by the affected municipality, county, state, or the Federal Government with occasional communication between jurisdictions.

4.2 Elements of the Regional Collaboration Plan – Identify agency and community organization roles, jurisdictions, decision-making authority, and services provided. Establish communication and involvement protocols through the Regional Collaboration Plan process and plan implementation.

- a.** Development of the Regional Collaboration Plan activities may include:
 - i.** Define current services provided by regional, and neighboring municipal, county, state, and federal jurisdictions
 - ii.** Define future services provided by regional, neighboring municipal, county, state, and federal jurisdictions and how these services will be accommodated as the county grows
 - iii.** Develop a regional communication plan through the Regional Collaboration Plan process and plan implementation
 - iv.** Develop strategies for valley-wide growth that tie the location of growth to location of services
- b.** Potential Deliverables:
 - i.** Version 1 (Draft for Cache County and team review) Regional Collaboration Plan
 - ii.** Version 2 (Final Draft for public review) Regional Collaboration Plan
 - iii.** Version 3 (Final) Regional Collaboration Plan

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Section 5.0

Preparation, Submittal, and Selection of Proposal

5.1 Anticipated Project Key Dates

Solicitation Announcement	October 2, 2019
Question & Answer Deadline	By noon Oct.23, 2019
Question & Answer Distribution	Through Oct. 23, 2019
Requests for Proposals Deadline	October 28, 2019
Interviews	Week of November 4, 2019
Selection Announcement	November 11, 2019
Anticipated General Plan Completion Date	November 2020
Anticipated Urban and Rural Assessment	February 2021
Anticipated Regional Collaboration Plan	October 2021

5.2 Fee - Cache County will negotiate with the highest ranked firm prior to a notice of award to confirm the fee amount. If the firm and Cache County cannot negotiate acceptable terms, Cache County will terminate this dialogue and contact the next firm and it will continue this process until an agreement is reached.

5.3 Budget Information - The budget for these documents, project coordination, public involvement, and platform for implementation and updates is \$100,000 for each one of the three RFP's. The budget is based on continuing availability of grant funds.

5.4 Submittal Instructions - Submit five (5) print copies of the proposal containing the information described in the RFP and one electronic copy in a .pdf format on a flash drive. Proposals must be limited to a maximum of 10 pages (8.5 x 11 inches) front and back and 3 pages (11x17 inches) not including appendices.

The deadline to submit a proposal is 12:00 p.m. (noon), October 28, 2019.

Proposals must be delivered by the deadline to Cache County Development Services Department at 179 North Main, Suite 305, Logan, Utah, 84321.

5.5 Proposal Content and Scoring - Submitted proposals must include the following sections and will be scored according to the following criteria based on a total score of 100 points disbursed according to:

- a. Required: Cover Sheet – Include project name, firm name and contact information.
- b. Required: Cover Letter – Brief letter introducing your firm and services provided.
- c. Required: Table of Contents – List proposal sections and page numbers.
- d. 20 points: Project Understanding & Local Familiarity – Demonstrate an understanding of local goals and issues to be addressed by the General Plan, including familiarity with Cache County and other local government agencies.

- e. 20 points: Project Manager and Key Staff – Provide information, resumes, and/or bios that reflect a depth of team leadership, management, and technical qualifications including the percentage of commitment of each staff member for this project.
- f. 20 points: Relevant Experience – Provide up to five (5) relevant project examples, including involvement in successful General Plans, Comprehensive Plans, and Master Plans, references from current or former clients over the past five years, and points of contact designated for this project. Also identify the role and involvement of the staff from the proposed team that worked on the provided project examples.
- g. 10 points: Budget – Demonstrate how the scope of work will be accomplished within the proposed budget.
- h. 10 points: Proposed Timeline/Schedule – Demonstrate the ability to complete the scope of work, including Anticipated Project Key Dates, in a reasonable and efficient timeframe with appropriate time for review.
- i. 20 points: Approach/Methodology – Identify how the project scope of work will be addressed, how challenges will be resolved, and how your approach will encourage new ideas that improve the end project.

5.6 Optional Interviews - At the discretion of the County, the County may pursue the option to interview qualifying firms. If that option is pursued, firms will be contacted by the County as necessary.

5.7 Selection of Proposal - The successful firm will be selected in accordance with Cache County procurement policy, thoroughly addressing the instructions provided in the Request for Proposals. All participating firms will be evaluated and scored by Cache County. Cache County reserves the right to reject any or all proposals at its discretion.

5.8 Contact Information - Questions pertaining to the Cache County General Plan and procurement of this request for proposals should be directed via email to Chris Harrild, Planning Manager at chris.harrild@cachecounty.org. All questions will be answered in writing and provided to all documented RFP respondents on the county website.

Section 6.0

Administrative Information

6.1 Issuing Office - This Request for Proposal (RFP) is issued for Cache County, Utah. Direct all contact regarding this RFP to:

Chris Harrild chris.harrild@cachecounty.org
Development Services (435)755-1641
Planning Manager
179 North Main
Suite 305
Logan, UT 84321

6.2 Purpose - The purpose of this request is to obtain competitive proposals from qualified individuals or firms interested in completing a General Plan, Urban and Rural Area Assessment, Cost of Service Plan, and Regional Collaboration Plan for Cache County.

6.3 Compliance - All participating proposers, by their signature, shall agree to comply with all conditions, requirements, and instructions of the included requests as stated or implied herein. Should Cache County omit anything from this packet that is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the proposers shall secure written instructions from Cache County no later than 12:00 p.m. (noon) on Friday, October 23, 2019.

6.4 Proposal Deadline - Proposals are due by Friday, October 28, 2019, by 12:00 p.m. (noon) to the physical address identified in section 1.1 titled "Issuing Office."

6.5 Altering Proposals - Any alterations made prior to the deadline must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after the submission deadline.

6.6 Withdrawal of Proposal - A proposal must be firm and valid for award and may not be withdrawn or canceled by the proposer after the submittal deadline date. The proposer so agrees upon submittal of their proposal.

6.7 Acceptance of Proposal Content - The contents of the proposal of the successful proposer shall become contractual obligations if acquisition action ensues. Failure of the successful proposer to accept these obligations in a contract shall result in cancellation of the award and such vendor may be removed from future solicitations.

6.8 Exclusion - No oral, telegraphic, or telephonic proposals shall be considered. Please refer to section 5.0 for submittal requirements.

6.9 Addenda - Any interpretations, corrections and changes to an RFP, or extensions to the opening/receipt date shall be made by a written addendum to an RFP by the County. Addenda will be posted on the Cache County website at <http://www.cachecounty.org>. Proposers shall acknowledge receipt of all addenda in their proposal.

6.10 Exceptions and Substitutions - All proposals meeting the intent of an RFP shall be considered for award. Proposers taking exception to the specifications shall do so at their own risk. The County reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Proposer must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Proposer has not taken exceptions, and if awarded a contract, shall hold the Proposer responsible to perform in strict accordance with the specifications or scope of services contained herein.

6.11 Confidential Material - All materials submitted in response to an RFP shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the County. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. The cost, pricing information, nor the total proposal shall be considered confidential or proprietary.

6.12 Response Material Ownership - All proposals, i.e., the physical documents, become the property of Cache County upon receipt and shall only be returned to the proposer at the County's option. Selection or rejection of the proposal shall not affect this right. The County shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to an RFP, subject to limitations outlined in the section 1.12 entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.

6.13 Open Records - Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Proposers, their representatives and interested persons may be present. All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the County to the extent allowable under the Government Records Access and Management Act.

Section 7.0

Standard Contract Terms and Conditions for Professional Services

The following is an example of the County's standard contract language. The County may consider any comments or recommendations for specific items and may make adjustments to this standard language as may be agreed upon by both parties.

7.1 Parties - This agreement is made and entered into as of the day of _____, 2019, by and between Cache County, a body corporate and politic and a legal subdivision of the state of Utah, hereinafter referred to as "the County", and _____, hereinafter referred to as "Contractor".

7.2 Contract Documents - This agreement incorporates by reference the Request for Proposal, dated _____, which includes Insurance and Bond Requirements, and the Proposal dated _____.

7.3 Authority - Provisions of this contract ("Contract") are pursuant to the authority set forth in Cache County Code 3.08, and related statutes which permit the County to purchase certain specified services, and other approved purchases for the County.

7.4 Contract Jurisdiction, Choice of Law, and Venue - The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Logan, in the First Judicial District Court for the County.

7.5 Laws and Regulations - The person or entity contracting with the County under this Contract ("Contractor") and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.

7.6 Records Administration - The Contractor shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records shall be retained by the Contractor for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and the County staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

7.7 Time - The Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this Contract

and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.

7.8 Time is of the Essence - For all work and services under this Contract, time is of the essence and Contractor shall be liable for all damages to the County and anyone for whom the County may be liable, as a result of the failure to timely complete the scope of work required under this Contract.

7.9 Payment

- a.** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the County's appropriate official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.
- b.** The contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail or electronic funds transfer
- c.** The acceptance by the Contractor of final payment without a written protest filed with the County within ten (10) working days of receipt of final payment shall release the County from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.

7.10 Prompt Payment Discount - Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

7.11 Changes in Scope - Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of 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 services.

7.12 Document Ownership - Contractor agrees that any work/services and all deliverables prepared for the County, to the extent to which it is eligible under copyright law in any county, shall be deemed a work made for hire, such that all right, title and interest in the work and deliverables reside with the County. To the extent any work or

deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such work and deliverables, and all extensions and renewals thereof, to the County. Contractor further agrees to provide all assistance reasonably requested by the County in the establishment, preservation and enforcement of its rights in such work and deliverables, or subsequent amendments or modifications to such work and deliverables, without any additional compensation to Contractor. Contractor agrees to waive, and hereby, to the extent permissible, waives, all rights relating to such work and deliverables, or subsequent amendments or modifications to such work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use.

7.13 Certify Registration and Use of Employment "Status Verification System" - The Status Verification System, also referred to as "E-verify," only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

a. Status Verification System

- i.** Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302.
- ii.** The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- iii.** The County will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.
- iv.** Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. Section 63G-12-302.

b. Indemnity Clause for Status Verification System

Contractor (includes, but is not limited to any Contractor or Consultant) shall protect, indemnify and hold harmless, the County and its officers, employees, agents, representatives and anyone that the County may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status

Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Contractor's subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

7.14 Conflict of Interest - Contractor represents that none of its officers or employees are officers or employees of the County, unless disclosure has been made. Contractor also represents that it has no conflict of interest in performing the services for the County under this Contract, unless such conflict of interest has been disclosed to the County and approval to proceed, notwithstanding the conflict, has been obtained from the County in writing.

7.15 Independent Contractor - The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the County to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the County. The Contractor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from the County for these Contract services. Persons employed by the County and acting under the direction of the County shall not be deemed to be employees or agents of the Contractor.

7.16 Indemnity Clause - The Contractor agrees to indemnify, save harmless, and release the County, and all its officials, officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the acts or negligence of (a) the Contractor, (b) the Contractor's officers, agents, volunteers, or employees, (c) the Contractor's subcontractors or subconsultants at any tier, or (d) anyone for whom Contractor may be liable but not for claims arising from the County's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

7.17 Employment Practices Clause - The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 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; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees

to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. Contractor also agrees to abide by any laws and policies of the County regarding any of the above mentioned prohibitions in this paragraph.

7.18 Performance Evaluation - The County may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.

7.19 Waivers - No waiver by the County or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.

7.20 Separability Clause - A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

7.21 Renegotiation or Modifications - This Contract may be amended, modified, or supplemented only by written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.

7.22 Suspension/Debarment - The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Contractor cannot certify this statement, attach a written explanation for review by the County. The Contractor must notify the Purchasing Agent within 30 days if suspended or debarred by any governmental entity during the Contract period.

7.23 Termination -

- a. Unless otherwise stated in the Additional Terms and Conditions of the County, if applicable, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which this Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

- b.** In the event of such termination, the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the County is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the Contractor pursuant to this Contract. Contractor further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under this Contract up to the date of termination are the property of the County and shall be promptly delivered to the County.

7.24 Insurance -

- a.** To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah and with an A.M. Best rating as approved by the Cache County Risk Manager.
- b.** The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract:
 - i.** Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.
 - ii.** Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.
 - iii.** Any other insurance described in the solicitation for this Contract, if applicable.
- c.** Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.
- d.** The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

7.25 Standard of Care - The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial

experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to the County for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against the County), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.

7.26 Cache County Reviews, Limitations - The right of the County to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the County, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by the County or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the County of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.

7.27 Non-appropriation of Funds - The Contractor acknowledges that the County cannot contract for the payment of funds not yet appropriated by the County Council. If the Council does not appropriate funds for paying the County's obligations on this Contract, or if funding to the County is reduced due to an order by the County Executive, or is required by State law, or if Federal funding (when applicable) is not provided, the County may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from the County upon 30 days written notice to Contractor. If this Contract is terminated, or services and purchase obligations are reduced due to nonappropriation of funds or reduction in funding, as described in the preceding sentence, the County will pay Contractor for services properly performed, and will reimburse Contractor for expenses incurred, as authorized under this Contract, through the date of cancellation or reduction, and this payment shall be Contractor's sole remedy, and the County will not be liable for any future commitments, penalties, or liquidated damages.

7.28 Sales Tax Exemption – The County's sales and use tax exemption number is 11680799-002-STC. The tangible personal property or services being purchased are being paid from the County funds and used in the exercise of that entity's essential functions.

7.29 Public Information - Contractor agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Contractor gives the County express permission to make copies of this Contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Contractor also agrees that the Contractor's response to the

solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

7.30 Patents, Copyrights, etc. - The Contractor will release, indemnify and hold the County, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.

7.31 Assignment/Subcontract - Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the County.

7.32 Default and Remedies -

- a. Any of the following events will constitute cause for the County to declare Contractor in default of this Contract:
 - i. Nonperformance of contractual requirements; or
 - ii. A material breach of any term or condition of this Contract.
- b. Should Contractor be in default under any of the provisions under Subsection 15.32-a above, the County will 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 County may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; or (4) Suspend Contractor from receiving future solicitations.

7.33 Force Majeure - Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The County may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.

7.34 Procurement Ethics - The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the County is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the County, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

7.35 Conflict of Terms - In order for any terms and conditions of the Contractor to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Contractor will apply to this Contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc.

7.36 Entire Contract - This Contract including all attachments and documents incorporated hereunder, and the related State solicitation documents, if any, constitutes the entire Contract between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the County. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.

7.37 Dispute Resolution - In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. The County, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If the County appoints such an expert or panel, the County and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

7.38 The County and Contractor signatures and addresses

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