



REQUEST FOR PROPOSALS

Cache Valley Transit District (CVTD)
First & Last Mile Study

RESPONSE DUE

March 12, 2019

12:00 pm (noon)

Contact

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Regional Trail & Active Transportation Coordinator

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435-755-1646

This packet has been developed for Requests for Proposals and is intended to solicit competitive responses for the CVTD First & Last Mile Study.

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

Request for Proposals

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Section 1.0

Scope Overview

1.1 Background – The final deliverables of the CVTD First & Last Mile Study will become an invaluable tool for growing communities in Cache Valley, by providing:

1. Data driven first and last mile improvement recommendations based on comprehensive existing conditions analysis and ridership assessment surveys.
2. Targeted improvement recommendations that include anticipated capital costs, potential funding mechanisms, and necessary operational support.
3. Recommended methodology and best practices for how to incorporate first and last mile strategies in future and existing development.

1. **1.2 Project Coordination** – This requires the establishment of a Project Management Plan prior to initiating the study. A successful Plan will clearly state all applicable management tasks required for the management of the project. This will help to ensure clear communication and task management throughout the duration of the project. The selected consultant will primarily coordinate with Cache County and CVTD. The consultant will also coordinate, as needed, with the municipalities within the CVTD service area.

1.3 Project Management –

1. Develop a Project Management Plan; including a refined scope of work, schedule, budget, quality control, invoicing protocol, and communications plan.
2. Assist Cache County and CVTD in clearly defining project goals and objectives.
3. Assist Cache County and CVTD in establishing functioning internal groups, consisting of:
 - a. Core Project Team.
 - b. Technical Advisory Committee/Steering Committee.
 - c. Additional internal groups may also be created at the direction of the consultant, Cache County, and CVTD to assist in the coordination between multiple consultants, for the creation and maintenance of project record files such as meeting agendas and minutes.

4. Conduct kick-off meeting.
5. Establish recurring team meetings with agendas and minutes.
6. Schedule and present updates to key stakeholders.

1.4 Project Coordination Deliverables –

1. Project Management Plan.
2. Meeting agendas and minutes for all meetings.
3. Monthly invoices including project progress reports.
4. Stakeholders Contact List.
5. Steering Committee and/or Technical Advisory Kick-off meeting dates and agendas.

Section 2.0 Data Collection

2.1 Data Collection Objectives – The objectives of this task include:

1. Identify, collect, and prepare all necessary resources required for a summary and analysis of existing conditions and general study area characteristics.
2. Prepare a summary and conduct an analysis of existing conditions and general study area characteristics.
3. Identify the applicability of specific strategies for each first and last mile study area.

2.2 Literature Review & Data Collection –

1. Provide a literature review of research and best practices in both national and international transit systems with first and last mile strategies (including way-finding, sidewalk connections, trail options, transit oriented development policy, potential street connections, etc.).
2. A summary and review of recent and concurrent studies specific to CVTD's system. Cache County, CVTD, and the Project Team will provide a list of available reports. The consultant will incorporate any other available and applicable study information.
3. Research and summarize the first and last mile strategies currently implemented within CVTD's service area.
4. Identification of existing access barriers within the system.
5. Identify mainline service and latent demand for first and last mile connections. At a minimum, use demographic and StreetLight data (StreetLight data to be provided by CVTD).
6. Engage communities, stakeholders, the CMPO, and municipal governments via-web based methods, workshops, etc. to get feedback on potential solutions and existing system barriers.

7. Identify the characteristics of the areas where these strategies exist. At a minimum, a successful proposal and study will include the following:
 - a. Population densities in areas served by strategies.
 - b. The level of population growth in study areas.
 - c. The diversity of transportation options in those regions, including highway capacities and air travel availability.
 - d. A comparison and contrast of legal and regulatory considerations in the areas the strategies address.
8. This list is not meant to be exhaustive, the consultant will suggest and incorporate other available and applicable information.

2.3 Deliverables for Data Collection –

1. An Existing Conditions memo for all existing route stops within CVTD's Utah service area, including the identification of current access barriers.
2. A summary of national and international first and last mile strategies.
3. A summary of personal and environmental health benefits of first and last mile strategy implementation.
4. A public outreach effort, such as a rider intercept survey, to gather public input and feedback.
5. A summary of the data collected from the public outreach effort.
6. The submittal of all data and information to the Project Team in an accessible electronic format.
7. Potential assumptions and additional tasks and deliverables may be added at the direction of the consultant.

Section 3.0 Outreach

3.1 Background – The consultant shall develop and execute an outreach plan to build partnership opportunities and further implementation of the recommended strategies as well as a methodology for how to incorporate first and last mile strategies into future transit projects:

1. Plan and organize a public outreach effort to disseminate information/recommendations. This can be done either virtually or in person.
2. Identify potential partners.
3. Participate in outreach and partnering efforts by organizing and attending meetings that will explain strategy recommendations, implementation plans/costs, and health and environmental benefits of implementation special to cities and counties within station recommendation areas.
4. Support CVTD staff and the Project Team in organizing a First and Last Mile Summit, including a peer review panel, to introduce recommended strategies and their benefits to specific organizations and potential partners.

3.2 Deliverables –

1. Outreach plan (document).
2. Preparation of materials for outreach and partnering efforts, including agendas, handouts, takeaway materials, and meeting minutes. Web content for CVTD and Cache County's outreach platforms.
3. Assist in organization of First and Last Mile Summit with CVTD and Cache County, including team meetings, summit agenda development, and event support and participation.
4. Potential assumptions and additional tasks and deliverables may be added at the direction of the consultant.

Section 4.0

Analysis and Evaluation

4.1 Analysis and Evaluation Objectives – The objectives of this task include:

1. Using the information gathered in Section 2.0, provide a service analysis and evaluation report for applicable areas in collaboration with any other consultant with whom CVTD is working.

4.2 Analysis and Evaluation – A successful Analysis and Evaluation will:

- Analyze the available data with the intent to assess the functionality of transit access and to specifically identify gaps between where transit access exists and where transit access is needed.
- Evaluate the results of the analysis and identify locations that may benefit from first and last mile improvements.

4.3 Deliverables

1. The consultant must provide a technical memo summarizing the analysis, evaluation, and recommendations. The memo must clearly state each recommendations benefits, disadvantages, and suitability to this region and the typology of each CVTD station.
2. Potential assumptions and additional tasks and deliverables may be added at the direction of the consultant.

Section 5.0

Recommendations

5.1 Expectations – The objective of this task is to:

1. Make strategy recommendations specific to the CVTD based on the information collected in Sections 1.0, 2.0, 3.0, and Existing Conditions, Analysis and Outreach tasks to make specific first-last mile strategy recommendations specific to CVTD.

5.2 Deliverables – For each recommendation, the consultant, in collaboration with the Project Team, will provide the following information:

- Capital, Operating, and Maintenance Costs - These costs will be presented in current and future costs. Future Costs should be for the year 2040.
- Ridership Connection Benefits - Ridership should be estimated for current day and projected 2040 ridership.
- Budgets necessary for implementation as well as ongoing operation of services including any applicable funding sources, incentive options, available grants, etc.

Section 6.0

Report Document & Story Map

6.1 Expectations – The consultant must compile a report document and Story Map summarizing the work conducted in Section 1.0, 2.0, 3.0, and 6.0. The report must also include:

1. Base data on existing first and last mile strategies.
2. Identification of 6-8 first and last mile strategies that appear to be most beneficial in increasing transit connections, the improvement of the regional system, maximization of mobility options within the CVTD system, and reducing auto usage.
3. Specific implementations strategies at each existing stop, identifying/proposing those responsible for the implementation, management, and operation of each program where each strategy is implemented.
4. Specific connection improvement projects outlined for each municipality within the CVTD service area, including a prioritized list of all recommended projects.
5. Description of the benefit of each strategy with a planning-level cost/benefit analysis, estimated ridership increases/mode share shifts. The consultant must quantify the ridership access mode split, VMT reduction benefits provided, and health benefits at a qualitative level.
6. The consultant will participate in two rounds of revisions to the final document, incorporating comments from the Core Project Team. The consultant will also provide single page, concise summaries for recommendations, to be used and distributed with potential partners and groups responsible for implementation.

6.2 Deliverables –

- Three hard copies of a written report, including all tables, figures, graphics, maps and explanations.
- 15 sets of half-page summary recommendations, laminated and bound.
- Digital copy of final report, including all tables, figures, graphics, maps and explanations. Include original files in a form that can be manipulated, compatible with the latest version of the software. Should be GIS based and easily distributed electronically.

- A technical memorandum summarizing draft recommendations by typology, including all necessary illustrations, to be provided to CVTD by the end of the agreed upon project timeline.
- Potential assumptions and additional tasks and deliverables may be added at the direction of the consultant.

Section 7.0

Implementation

7.1 Expectations – This task will be a facilitated conversation between the consultant, Project Team, and other stake holders regarding the following questions:

- How are these strategies funded for operating and maintenance purposes? What are the fare subsidy levels, and what tax funds or other funds are used to finance them? Who is responsible for maintenance?
- How are capital costs funded for these strategies? What taxes or other public and private revenues are dedicated to funding capital costs?
- Who owns these strategies- private entities, public entities, or public-private partnerships?
- How are these strategies governed and regulated?
- What is the methodology for incorporating the first last mile strategies into future transit projects?

Section 8.0 Preparation, Submittal, and Selection of Proposal

8.1 Anticipated Project Key Dates

Solicitation Announcement	February 23, 2021
Question & Answer Deadline	By noon Feb. 26, 2021
Question & Answer Distribution	Through March 5, 2021
Requests for Proposals Deadline	March 12, 2021
Interviews	Week of March 22, 2021
Selection Announcement	March 29, 2021
Anticipated First & Last Mile Study Completion Date	December 15, 2021

8.2 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.

8.3 Budget Information - The anticipated budget for this study, project coordination, public involvement is \$110,000.

8.4 Submittal Instructions – Submit a PDF proposal containing the information described in the RFP. Proposals must be limited to a maximum of 10 pages (8.5 x 11 inches). Front and back counts as 2 pages.

The deadline to submit a proposal is 12:00 p.m. (noon), March 12, 2021.

Proposals must be delivered by the deadline via email to carly.lansche@cachecounty.org

8.5 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 First & Last Mile Study 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 First & Last Mile Studies, other transit and active

transportation related planning projects, 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.

8.6 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.

8.7 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.

8.8 Contact Information - Questions pertaining to the First & Last Mile Study and procurement of this request for proposals should be directed via email to Carly Lansche, Regional Trail & Active Transportation Coordinator at carly.lansche@cachecounty.org. All questions will be answered in writing and provided to all documented RFP respondents on the county website.

Section 9.0

Administrative Information

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

Carly Lansche - carly.lansche@cachecounty.org - (435) 755-1646
Development Services
Regional Trail & Active Transportation Coordinator
179 North Main
Suite 305
Logan, UT 84321

9.2 Purpose - The purpose of this request is to obtain competitive proposals from qualified individuals or firms interested in completing the CVTD First & Last Mile Study.

9.3 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, March 12, 2021.

9.4 Proposal Deadline - Proposals are due by Friday, March 12, 2021, by 12:00 p.m. (noon) to Carly Lansche via the email address above. Email's must have "First & Last Mile Proposal" as the subject.

9.5 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.

9.6 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.

9.7 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.

9.8 Exclusion - No oral, telegraphic, or telephonic proposals shall be considered. Please refer to section 8.0 for submittal requirements.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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 10.0

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.

10.1 Parties - This agreement is made and entered into as of the _____ day of _____, 2021, 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".

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

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

10.12 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.

10.13 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.

10.14 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.

10.15 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.

10.16 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.

10.17 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.

10.18 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.

10.19 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.

10.20 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.

10.21 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.

10.22 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.

10.23 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.

10.24 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.

10.25 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.

10.26 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.

10.27 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.

10.28 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.

10.29 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.

10.30 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.

10.31 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.

10.32 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.

10.33 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.

10.34 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.

10.35 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.

10.36 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.

10.37 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.

10.38 The County and Contractor signatures and addresses –