

Cache County Development Services – Logan, Utah

# Cache Valley Economic Development Strategy

Request for Proposals (RFP)

8/28/2018



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### **1) General Information**

This Request for Proposals (RFP) describes the tasks and requirements to develop an **Economic Development Strategic Plan** for Cache Valley, to include Cache County, Utah and Franklin County, Idaho.

### **2) Project Background**

Cache County is interested in gaining a broader perspective on the challenges facing local governments and businesses operating within the geographical boundaries of the Cache Valley, a vision for Cache Valley Economic Development Alliance’s role within the local economic development landscape, and suggestions for new activities and programs the two Counties could implement in order to help address the region’s complex economic challenges.

The county is located in Northern Utah and Southeastern Idaho, approximately 70 miles north of Salt Lake City and contains 18 municipalities. The Valley’s population is over 135,000 as of July 1, 2018.

### **3) Project Components:**

- a) Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis of regional economic criteria including:
  - i. Tourism & Marketing
  - ii. Infrastructure
  - iii. Land Use
  - iv. Workforce
  - v. Key Industry Clusters
- b) Assessment of the Cache Valley Economic Development Alliance (CVEDA) organization and comparison to other economic development organizations (EDO) in areas of overall roles and responsibilities
- c) Review any existing Federal, State, and Local incentive programs for efficacy and applicability
- d) Review and incorporate information from existing local and regional economic development plans and documents and summarize goals and objectives for comparison with current priorities, including the Cache County Plan, Franklin County Comprehensive Plan, Bear River CEDS, EDCUtah Profile and Community Strategic Assessment, South Valley Corridor Development Plan, Cache MPO 2040 Regional Transportation Plan, Envision Cache Valley, other academic studies, etc.
- e) Comparison of Cache Valley to other similarly-sized regions in key objective categories listed above

- f) Implementation Plan to identify key goals and objectives to economic success in Cache Valley, including steps for public and private sector coordination on policy development and resource allocation that will facilitate the achievement of said goals and objectives
- g) Conduct necessary meetings to ensure adequate government and business community input
- h) Present findings on a regular basis to leadership and partnership teams
- i) Complete final report to be formally presented to all stakeholders

See Appendix C for full scope of project

#### **4) Proposal Instructions**

The consultant must have demonstrated experience in this type of work. The best professional staff necessary to conduct this work must be specifically identified in the proposal. The consultant shall maintain the same team and individuals throughout the project.

#### **5) Required Information**

Make the proposal as brief as possible. Do not submit promotional materials that are not applicable to this work. The proposal shall include the following items:

- a. The name of the person(s) authorized to represent the consultant in negotiating and signing any contract which may result from this proposal
- b. At least three references from former clients with brief summaries of previous work that demonstrates the consultant's ability to conduct a study of this type, scope and magnitude
- c. The names of persons who will perform the work and a current resume, including a description of qualifications, projects, skills, and responsibilities, and any special knowledge pertinent to this project
- d. A schedule showing the dates of completion and tasks necessary to meet the objectives of the project
- e. Provide a statement outlining the consultant expectations and involvement of Cache County staff to completing this project
- f. The consultant may propose modification or additions to the proposed scope. However, provide detail in the proposal that separately assigns resources to permit clear distinction between those items required for the requested proposal and the consultant's modified proposal
- g. Cost proposal, including rates, hours and distribution of work for person assigned to project. Funds not to exceed \$40,000 are available for this project

#### **6) Proposal Selection & Evaluation Criteria**

A consultant selection committee will be determined to evaluate the proposals received. The committee will evaluate each of the criteria listed below. The selected firm will have extensive experience in this field and will demonstrate the ability to perform these activities within budget and on time. The firm with the highest ranking proposal showing the most value and benefit to the County may be selected at that time to enter into negotiations for a contract.

- a. **Evaluation:** The contract will be awarded to a qualified consultant. The minimum standards for qualification are:
  - 1. Project Team – 20%
    - List key members of your project team, their role and why they have been chosen to be

included for this project. Include their prior experience on similar projects and experience in working with other team members on projects. These individuals must be committed for the entirety of the project.

**2. Project Experience – 30%**

List three to five projects that are similar in size and technicality to the work outlined herein performed by your project team over the past three years. Include a brief description and the project schedule. Include contact information for references of the listed projects.

**3. Schedule – 30%**

**4. Provide a schedule for development and execution of the project that is anticipated given the scope of work for the project. Outline how your team will maintain the project schedule.**

**5. Approach/Management of Project – 20%**

Share how your team would approach the project design and outline steps to ensure coordination in a timely fashion with a design solution catered to the scope and resources available.

- b. Selection:** The consultant selection committee will make the final recommendation for selection following the review of proposals and potential interviews. The successful consultant will negotiate a contract for services. If an acceptable contract cannot be negotiated, the second most qualified consultant may be invited to negotiate a contract. The selection process will be held between September 17<sup>th</sup> and September 27<sup>th</sup>, 2018. The anticipated project start date is October 1, 2018 and completion date for the entire project is February 28, 2019.

## **7) Proposal Requirements**

Document Size:

- Cover Letter – 1 page; include the Project Leader’s contact name, address, phone number and email address on the cover letter.
- Total Page Count – Maximum of eight (8) 8 ½” x 11” single sided pages – Cover Letter does not count in this amount.
- Maximum three (3) 11 x 17 single sided sheets included in the 8 total pages

Font Size: 11 point font – Times New Roman or Arial

Margins: 1” Margins

Appendices (**do not count against total pages**):

- A. Resumes – Include resumes of significant team members, limited to two pages each
- B. Request of Non-Disclosure – Include in the proposal a Request of Non-Disclosure for any information the proposer believes should be protected under the Utah Government Records Access Management Act; Specifically, a written indication of which provisions of the proposal that are claimed to be considered for business confidentiality and a concise statement of reasons supporting this claim of business confidentiality.

**Submittal:** Proposals are due on September 17<sup>th</sup>, 2018 by 12:00 P.M. Mountain Time at the Community & Economic Development Department of the Bear River Association of Governments, 170 North Main, Logan, Utah 84321. Hard copy responses of the RFP must include one PDF version. Alternatively, digital submissions via email to [brianc@brag.utah.gov](mailto:brianc@brag.utah.gov) will be accepted. If there is a concern with file size of attachments, please contact Brian in advance for technical questions.

**8) Proposal Questions:** All Questions about the Project or proposal must be submitted in writing or via email to the Project Manager. Questions must be submitted by 12:00 P.M. MDT, September 12th, 2018:

**Brian Carver**  
**170 North Main Street**  
**Logan Utah 84321**  
**Email: [brianc@brag.utah.gov](mailto:brianc@brag.utah.gov)**  
**Phone: 435-713-1420**

It is the responsibility of the proposer to follow up on any questions to ensure their receipt by the Project Manager. Answers to questions will be posted on the **Bear River Association of Governments** Website at: <http://brag.utah.gov/CVEDA> by September 13th at 5:00 p.m.

## **9) Additional Information**

**Interviews:** Interviews may be held with candidate firms the week of September 17th, 2018.

**Selection and Contract Negotiations:** It is anticipated that the selection of the winning firm will be made by September 27th, 2018. Contract negotiations should occur immediately thereafter.

### **Supplemental Items:**

- 1) The County reserves the right to cancel and / or withdraw this RFQ at any time.
- 2) RFQs that do not meet the minimum requirements will be considered non-compliant.
- 3) The County reserves the right to reject, in whole or in part, any or all RFQs received in response to this solicitation based on sound, documented reason(s).
- 4) This RFQ does not obligate the County to pay any costs incurred by those responding to this solicitation in the preparation of their proposal, or to award any contract to any submitting firm.
- 5) Federally debarred contractors will not be accepted for this contract.
- 6) The selected firm will be required to meet contract terms as outlined in Appendix A and the Insurance and Bond Requirements outlined in Appendix B.

**End of Request for Proposals**

# APPENDIX A

**CACHE COUNTY**  
**Standard Contract Terms and Conditions for Professional Services**  
**Project: Cache Valley Economic Development Strategy**

1. **PARTIES:** This agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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”.
2. **CONTRACT DOCUMENTS:** This agreement incorporates by reference the Request for Proposal including the Scope of Work, dated August 23, 2018  
\_\_\_\_\_, which includes Insurance and Bond Requirements, and the Proposal dated \_\_\_\_\_.
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 Cache County to purchase certain specified services, and other approved purchases for Cache County.
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 Cache County.
5. **LAWS AND REGULATIONS:** The person or entity contracting with Cache 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.
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 Cache 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. **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.
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 Cache County and anyone for whom Cache County may be liable, as a result of the failure to timely complete the scope of work required under this Contract.
9. **PAYMENT:**
  - 9.1 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 appropriate County 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.
  - 9.2 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.

9.3 The acceptance by the Contractor of final payment without a written protest filed with Cache County within ten (10) working days of receipt of final payment shall release Cache 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. 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.

**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.

**12. DOCUMENT OWNERSHIP:** Contractor agrees that any work/services and all Deliverables prepared for Cache 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 Cache 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 Cache County. Contractor further agrees to provide all assistance reasonably requested by Cache 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.

**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.

13.1 Status Verification System

(1) 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.

(2) 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."

(3) Cache County will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.

(4) 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.

13.2 Indemnity Clause for Status Verification System



Contractor (includes, but is not limited to any Contractor or Consultant) shall protect, indemnify and hold harmless, the Cache County and its officers, employees, agents, representatives and anyone that the Cache 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.

- 14. CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Cache County, unless disclosure has been made. Contractor also represents that it has no conflict of interest in performing the services for Cache County under this Contract, unless such conflict of interest has been disclosed to Cache County and approval to proceed, notwithstanding the conflict, has been obtained from Cache County in writing.
- 15. CONTRACTOR AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind Cache County to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Cache County, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by Cache 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 Cache County for these Contract services. Persons employed by Cache County and acting under the direction of Cache County shall not be deemed to be employees or agents of the Contractor.
- 16. INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release Cache 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 Cache 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.
- 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 Cache County regarding any of the above mentioned prohibitions in this paragraph.
- 18. PERFORMANCE EVALUATION:** Cache 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.
- 19. WAIVERS:** No waiver by the Cache County or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
- 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.
- 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.

**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 Cache County. The Contractor must notify the Purchasing Agent within 30 days if suspended or debarred by any governmental entity during the Contract period.

**23. TERMINATION:**

23.1 Unless otherwise stated in the Additional Terms and Conditions of Cache 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.

23.2 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 Cache 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 Cache County and shall be promptly delivered to the Cache County.

**24. INSURANCE:**

24.1 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.

24.2 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:

- (1) 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.
- (2) Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.
- (3) Any other insurance described in the solicitation for this Contract, if applicable.

24.3 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.

24.4 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.

**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 Cache County

for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against the Cache County), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.

**26. CACHE COUNTY REVIEWS, LIMITATIONS:** The right of the Cache 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 Cache 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 Cache 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 Cache 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 Cache County in accordance with applicable law for all damages to the Cache County caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.

**27. NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that Cache County cannot contract for the payment of funds not yet appropriated by the County Council. If the Council does not appropriate funds for paying Cache County's obligations on this Contract, or if funding to Cache 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, Cache County may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from Cache 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, Cache 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 Cache County will not be liable for any future commitments, penalties, or liquidated damages.

**28. SALES TAX EXEMPTION:** Cache County's sales and use tax exemption number is 11680799-002-STC. The tangible personal property or services being purchased are being paid from Cache County funds and used in the exercise of that entity's essential functions.

**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 Cache 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.

**30. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold Cache 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.

**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 Cache County.

**32. DEFAULT AND REMEDIES:**

32.1 Any of the following events will constitute cause for Cache County to declare Contractor in default of this Contract:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Contract.

**33.** Should Contractor be in default under any of the provisions under Subsection 30.1 above, Cache 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, Cache 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.

**34. 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. Cache County may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.

**35. 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 Cache 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 Cache 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.

**36. 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.

**37. 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 Cache 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.

**38. 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. Cache County, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If Cache County appoints such an expert or panel, Cache 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.

OWNER:

CONTRACTOR:

CACHE COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

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END OF DOCUMENT

## EXHIBIT A INSURANCE AND BOND REQUIREMENTS

### FOR: Cache Valley Economic Development Strategy

The Contracting party shall procure and maintain for the duration of the contract insurance and bonds against claims or liability which arises out of or in connection with the performance of the work hereunder by the Contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's bid or proposal.

#### A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits not less than:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence, personal injury and property damage, \$2,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$2,000,000. Limits must apply to this project individually.
2. **AUTOMOBILE LIABILITY:** \$1,000,000 per occurrence. "Any Auto" coverage is required.
3. **PROFESSIONAL LIABILITY:** \$1,000,000 per occurrence.
4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$1,000,000 per occurrence.
5. **PAYMENT and PERFORMANCE BONDS:** If this is a construction contract, Contracting party shall provide payment and performance bonds in a form acceptable to the County and in the full amount of the contract.

#### B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% of the policy limits must be declared to and approved by Cache County. At the option of Cache County, either (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Cache County, its officers, officials and employees; or (2) the Contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

#### C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to promptly disclose to Cache County, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

I. General Liability and Automobile Liability Coverages

A. Cache County, its officers, officials, employees and volunteers are to be covered as an additional insureds as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the Contracting party; premises owned, leased, hired or borrowed by the Contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Cache County, its officers, officials, employees or volunteers.

B. The Contracting party's insurance coverage shall be a primary insurance as respects to Cache County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Cache County, its officers, officials, employees or volunteers shall be in excess of the Contracting party's insurance and shall not contribute with it.

C Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Cache County, its officers, officials, employees or volunteers.

D The Contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

II. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Cache County.

**E. ACCEPTABILITY OF INSURERS**

Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A. M. Best rating of not less than A-: IX, and in the limits as listed in this document, unless approved by the County's Risk Manager.

**F. VERIFICATION OF COVERAGE**

Contracting party shall furnish Cache County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to Cache County before work commences. Cache County reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

**G. SUBCONTRACTORS**

Contracting party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



# APPENDIX C

## Cache County Economic Development Strategy

Scope of Work  
August 28, 2018

**A) Community Assessment, Workforce and Educational Institution Analysis: Analyze strengths, weaknesses, opportunities and constraints of the local County economy. The review will include social, demographic, economic and physical factors, including, but not limited to, the following:**

- 1) Existing and planned infrastructure;
- 2) Residential housing growth and development;
- 3) Existing economic base and competitive advantages;
- 4) Local land and building availability;
- 5) Locations for commercial and industrial growth;
- 6) Regional competition and competitive assets;
- 7) Special initiatives for economic growth;
- 8) Comparative analysis of benchmark communities; and
- 9) Evaluation of local and regional labor characteristics, market trends, employment development resources, and workforce training opportunities.

**Outcome:**

The Consultant will develop a detailed Strength, Weakness, Opportunity, & Constraints (SWOT) analysis of the County's economy.

**B) Assessment of CCEDA organization & comparison to other economic development organizations (EDO) in areas of overall roles and responsibilities; organizational structure & funding; economic development tools utilized; role of an EDO's expenditures on planned infrastructure on capital projects; and appropriate niche role in financially supporting economic development ventures, such as infrastructure development, tax incentives, property acquisition and speculative construction, and construction of special purpose facilities to encourage target businesses (i.e. development of "wet lab" to support biotechnology startups).**

**Outcome:**

The Consultant will provide recommendations on how to structure and operate a county-wide economic development organization that incorporates partners from multiple stakeholder groups and can develop resources to implement the objectives of the completed plan.

**C) Incentive program: The Plan will review any existing Federal, State and Local incentive programs and recommend possible changes to include:**

- 1) Identification of incentives currently used in targeting preferred industries and businesses and make recommendations for policy changes;
- 2) Review of current incentives policy with regional competitors and suggestions for policy changes;
- 3) Look into incentives for "green" initiatives, advanced technology initiatives and biotechnology;
- 4) Look into incentives for speculative development of industrial and office space;

**Outcome:**

The Consultant will provide a list of ready incentives that can be marketed to local businesses as well as recommendations for new incentives or programs to support economic development.

**D) Tourism and Marketing Analysis: The Plan will analyze existing tourism-related events and attractions and review current marketing efforts with regional partners and suggested recommendations. The Plan will analyze and provide an estimated economic impact for events that could be held within Cache County, including the following types: concert series, food festival, sporting event, and community festival.**

**Outcome:**

The Consultant will make recommendations on steps to market the region as a cultural and recreational destination including public infrastructure investments that will further regional tourism and recreational goals.

**E) Infrastructure Analysis: The Plan will analyze existing infrastructure and planned infrastructure and make suggested recommendations for the CCEDA to fund key projects to aid timelier economic growth in the community.**

- 1) Evaluation of the Logan/Cache Airport and priority investments that will spur development, particularly in aerospace research and development;
- 2) Coordinate with the Cache Metropolitan Planning Organization to identify key surface transportation networks necessary for the movement of goods, services, and workforce in multiple modes and scales;
- 3) Identify critical "Green Infrastructure," or natural systems that support key environmental functions such as natural hazard mitigation, water and air quality improvements, threatened and endangered species habitat, and high-value agricultural operations.

**Outcome:**

The Consultant will provide maps and a list of needed public infrastructure improvements that are likely to spur additional economic growth and redevelopment.

**F) Land Use Analysis: Given that Cache County is a geographically constrained community, the Plan will analyze existing land use plans and make recommendations to ensure that the available land in Cache County is used for the highest and best use.**

- 1) Analysis of existing sites with potential for development that will foster economic activity including any infill, redevelopment, "greyfield" and/or "brownfield" sites;
- 2) Identification of land that warrants conservation as a resource to the agricultural industry.
- 3) Identify approaches to promote mixed-use development.

**Outcome:**

The Consultant will produce maps and analysis highlighting areas of the County that have a high potential for development of business and industry space.

**G) Workforce Analysis/Development: The Plan will provide an analysis of the workforce of the community including:**

- 1) Analysis of the workforce that are employed by Cache County businesses, who may or may not be residents of the community.
- 2) Analysis of the workforce that are residents of the community but employed outside the County.

- 3) Identification of issues that result in Cache County businesses' inability to hire residents and residents' inability to be employed in the County.
- 4) Identification of programs and services that will address the issues identified.
- 5) Analysis of the availability of housing to support a growing workforce.

**Outcome:**

The Consultant will provide analysis of local workforce trends and demands and recommend measurable steps to educate and attract the workforce necessary to support priority industries.

**H) Implementation plan: In addition to any items mentioned above that identify strategies, approaches or recommendations, the Plan will provide an implementation plan to include:**

- 1) Assessment of the fit between resources, business attraction targets and existing employment base;
- 2) Identification of general training needed to improve the skills of the local workforce to meet existing and potential employment needs;
- 3) Research of growth plans for regional educational institutions and vocational programs and the provision of strategies for ways to include graduates and non-graduates in the local workforce;
- 4) Provide strategies for new programs in venturing into new business programs with costs analysis to include in areas such as green development opportunities; start-up business or incubation program for Cache County; Logan Downtown Business District; advanced technology/high-tech, including research & development facility needs; and regional, national & international trade & distribution;
- 5) Provide strategies for business and industrial parks in areas such as identification of strategies for marketing existing and planned industrial parks; and identification of potential future needs for business and industrial park locations, as well as speculative industrial building construction, including discussion of public-private partnership methodologies;
- 6) Provide strategies for addressing any infill or redevelopment and any "brownfield" or "greyfield" sites for redevelopment purposes, with attention to aging retail centers and sites with potential constraints caused by environmental damage. This should include discussion of funding approaches, public-private partnerships and other means not only to mitigate their affects but also to turn such sites into thriving activity centers;
- 7) Provide strategies to promote Cache Valley as a convention and tourism destination; and promotional themes and marketing activities to attract targeted industries and tourism, especially tapping into the impact of events from Utah State University;
- 8) Provide strategies for funding economic development in Cache County
- 9) Incorporation of strategies into a 10-year economic development implementation plan;
- 10) Provision of immediate course of action with short-term, mid-term, and long-term actions that include benchmarks, needed resources, timelines, and goals with and achievable milestones to facilitate economic development program(s) creation; and
- 11) Provision of budget and implementation schedule for economic development program(s).

**Outcome:**

The Consultant provide an implementation plan of achievable actions to address the economic needs identified in the planning process. Appropriate milestones will be established to measure progress and effectiveness of said actions.

**I) Community involvement: A well thought-out community involvement & outreach process is an essential part of the Plan. The project will include marketing strategies, to include press outreach,**

**website and social media efforts to both inform the public and seek their input. Likewise, focus groups, public input meetings and interviews will be conducted with the following:**

- 1) County and City government elected/appointed officials and staff;
- 2) Ad hoc committees (if applicable);
- 3) Stakeholder groups;
- 4) Citizens and landowners;
- 5) Current business owners including developers, realtors, and downtown merchants;
- 6) Chamber of Commerce members;
- 7) Education leaders (K-12, higher education); and
- 8) Special event organizers, both non-profit and for-profit.

**Outcome:**

No planning process is effective without significant input from as many stakeholders as possible, especially the private sector and general public. The Consultant will hold no fewer than three (3) public workshops to solicit comments and feedback on analysis and priorities.

**J) Meetings: The County will conduct meetings as follows:**

- 1) Initial staff meetings for organizational, technical and substantive issues;
- 2) Initial meetings with community representatives to discuss issues of concern;
- 3) Ongoing review and discussion of drafts with County staff;
- 4) Public input meetings to review issues and obtain general direction;
- 5) Presentation of draft plan components to County leadership; and
- 6) Presentation of draft plan at public meetings and final adoption.

**Outcome:**

The Consultant will meet regularly with staff and the public to gather feedback on analysis and present results. No less than six (6) meetings with County staff and officials will be held.

**Deliverables:**

The Consultant will provide the County with a completed analysis of the above criteria in document form or web-based content. All analysis and data resultant of the project will be the property of Cache County, and will be made at the end of the project via DVD or flash memory storage device.