



Request for Proposal  
for  
ARPA Community Grants  
Housing Services  
RFP# 2022-7

Issued 09/14/2022 - Due 11/09/2022 @ 4:30pm

Utah County Government Contact:

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Utah County Grants Office, 51 South Utah County Avenue, Suite 323, Provo, Utah 84601

Telephone (801)851-8223 / e-mail [MonicaC@utahcounty.gov](mailto:MonicaC@utahcounty.gov)

Alternate: Peter Brown (801)851-8222 / e-mail [PeterB@utahcounty.gov](mailto:PeterB@utahcounty.gov)

Purchasing: Robert Baxter (801)851-8233 / e-mail [RobertB@utahcounty.gov](mailto:RobertB@utahcounty.gov)

**All Proposals should be submitted to Utah County Purchasing, located in the Utah County Auditor's Office, 100 East Center Street, Suite 3600, Provo, Utah 84606 by 4:30pm on November 9<sup>th</sup>, 2022. . Offices close at 5pm. Plan accordingly. Additional questions regarding this RFP should be submitted to Monica Critchlow via e-mail.**

# Request for Proposal for ARPA COMMUNITY GRANTS HOUSING SERVICES

## TABLE OF CONTENTS

### SECTION 1 - PURPOSE OF RFP

- 1.01 Purpose of RFP
- 1.02 Background
- 1.03 Who Can Apply
- 1.04 Identification
- 1.05 Definitions

### SECTION 2 – RFP DETAILS

- 2.01 Issuing Office and RFP Reference #
- 2.02 Important Dates**
- 2.03 Mandatory Pre-Proposal Conference**
- 2.04 Inquiries
- 2.05 RFP Submission Due Date
- 2.06 Time for Evaluation
- 2.07 Selection and Award Process
- 2.08 Oral Presentation
- 2.09 Best and Final Award
- 2.10 Grant Constraints
- 2.11 Award of the Contracts
- 2.12 Contract Period and Effective Date
- 2.13 Costs and Fees
- 2.14 General Requirements

### SECTION 3 – SCOPE OF PROJECT AND PROJECT CONSTRAINTS

### SECTION 4 – PROPOSAL REQUIREMENTS

### SECTION 5 – PROPOSAL RESPONSE FORMAT

- 5.01 Administrative Guidance
- 5.02 Technical Response Format

### SECTION 6 - PROPOSAL EVALUATION

- 6.01 Evaluation Criteria
- 6.02 Evaluation Process

### SECTION 7 – GENERAL PROVISIONS

- 7.01 Protected Information
- 7.02 Incurring Costs
- 7.03 Addendum to RFP
- 7.04 Other Communications
- 7.05 Alternative Proposals
- 7.06 Authorized Community Agency Representatives
- 7.07 Award of Subcontracts
- 7.08 Assignment
- 7.09 Remedies
- 7.10 Compliance
- 7.11 Termination
- 7.12 Acceptance of Services Rendered
- 7.13 Anti-Collusion
- 7.14 Indemnification
- 7.15 Restrictions
- 7.16 Right to Reject
- 7.17 Record Keeping and Audit Rights
- 7.18 Management Reports
- 7.19 Further Agreements
- 7.20 Relationship of the Parties
- 7.21 Equal Opportunity
- 7.22 Taxes – Community Agency’s Responsibility
- 7.23 Taxes – Utah County is Exempt
- 7.24 Tax Liens
- 7.25 Health Insurance Portability and Accountability
- 7.26 Debarment Clause
- 7.27 Status Verification System
- 7.28 Federal Exclusion
- 7.29 Insurance
- 7.30 Background Checks
- 7.31 Inspection and Acceptance

### ATTACHMENTS

- Attachment A Utah County ARPA Community Grants Standard Utah County Terms & Conditions
- Attachment B Certificate on Non-Collusion
- Attachment C Link To Treasury Website

## SECTION 1 - PURPOSE OF RFP

### 1.01 Purpose of RFP

The purpose of this RFP is to solicit proposals from potential Community Agencies with the intent to enter into a contract with Utah County Government for **ONE TIME grant funds**. These funds are to be exclusively used for housing projects for vulnerable and/or low-income citizens of Utah County with the goal to increase the supply of long-term affordable housing for households that experienced associated pandemic impacts.

ALL FUDING MUST STAY IN UTAH COUNTY and be for the benefit of Utah County citizens. Funding **MAY NOT** be collected by any organization and spent for the benefit of organizations or individuals outside Utah County. Awards may not be co-mingled with other funds or put into any organization's 'General Fund' or shared with any organization outside the county, including parent, sister or otherwise partnered organizations, of the Community Agency. Any one-time funding must be invested into an enterprise that will not require further public funding or subsidies and is an on-going concern with a viable business plan.

Under 602(c)(3) of the Social Security Act Utah County may transfer ARPA / SLFRF funds to a private non-profit organization that will be considered a subrecipient. Subrecipients will be required to comply with terms of SLFRF including all reporting requirements.

### 1.02 Background

Utah County leadership has a long history of diligent fiscal responsibility, which prioritizes small government, careful spending of tax-payer dollars and a long-range outlook to maximize outcomes and leverage resources to the greatest advantage.

In 2021, Utah County Government was given federal funds for COVID recovery through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, part of the American Rescue Plan Act (ARPA). On an on-going basis, Utah County has sought to leverage these federal tax-payer funds carefully by partnering with local governments and agencies, community organizations, and non-profit entities (primarily 501c3) to fund needed projects in our community. To date, these funds have been used for COVID relief and vaccination clinics, valuable water project infrastructure, urgent funding of food programs to meet increased COVID demand, county emergency preparedness and much needed public service upgrades.

As part of its Coronavirus relief plan, Utah County has set aside more than \$10 million of ARPA funds for Community Grants. These funds will be divided between a variety of wide-ranging projects. The average award has not been determined, nor has the division of these funds between types of projects. It is expected that no single award will exceed \$5 million, with the average award being considerably lower. Need and value to the community will be the ultimate drivers for award determination.

Currently, Utah County leadership recognizes the need for low-income housing projects to benefit our most vulnerable citizens. Utah County leadership seeks to provide **ONE-**

**TIME FUNDING** to the most impactful projects with the greatest long-term benefit, while still functioning within the scope and limitations of the federal grant. **ARPA has at its core, a focus on impactful spending for vulnerable and disadvantaged communities. All respondents should consider and include details about how their project serves this goal.**

### **1.03 Who Can Apply**

Any legal Utah County organization which provides housing services, or who would like to expand or improve housing services for low income/disadvantaged individuals in Utah County. Projects should meet unmet needs or demands beyond current capacities of public services in Utah County. Projects should focus on housing individuals from a disadvantaged group such as (but not limited to) low-income families, disabled individuals, aging seniors, recovering drug addicts, inmate re-entry, refugees in need of resettlement, women and children, victims of domestic violence or military veterans.

### **1.04 Identifications**

This project is being identified for Utah County Government; hereafter referred to as 'Utah County.' The organizations submitting proposals in response to this RFP will hereafter be referred to as "Community Agencies" or "respondents."

### **1.05 Definitions**

- ARPA – American Rescue Plan Act
- American Rescue Plan Act – a US federal program that provides COVID relief funds for pandemic recovery through the US Treasury
- Utah County – local county government located in the state of Utah
- Community Agency – any community organization that provides services, in this case housing services.
- Other Local Governments – any government agency that provides services smaller than the county level – cities, towns, special service districts and may include tribal government agencies.
- SLFRF – State and Local Fiscal Recovery Funds, the subsidiary program under the American Rescue Plan program that is funding this grant opportunity
- 2 CFR 200 – Uniform Administrative Guidance for Federal Awards provided under 31 U.S.C. 503
- Obligate – accounting term which means the project has been fully invoiced
- Allocate – amount that is awarded to the entity by contract with Utah County
- Expend – accounting term that means the invoice has been invoiced and paid
- Clawback – to cancel, recover, and/or collect funds by Utah County that are allocated, obligated, or expensed
- Award – For purposes of this RFP, funds that are allocated and granted to the entity
- Grant – Funds allocated that have terms of use that must be followed within a specific time frame

## SECTION 2 – RFP DETAILS

### 2.01 Issuing Office and RFP Reference #

Utah County Grants Office, in conjunction with Utah County Purchasing Division, is the issuing entity for this RFP and all subsequent addenda relating to it. The reference number for the transaction is RFP# 2022-7. This number **MUST** be referenced on all proposals, correspondence and documentation relating to the RFP.

### 2.02 Important Dates

RFP 2022-7	Table of Important Dates SEE DETAILS BELOW	Section
Date:09/14/2022	Issue Date	
09/27/2022	MANDATORY Pre-Proposal Conference	2.03
11/09/2022	RFP Submission Due @ 4:30pm (Offices close at 5pm)	2.05
Thru 11/23/2022	Evaluation Process Conducted	2.06
TBD	Oral Presentations with Commission / Selection Committee	2.08
11/30/2022	Best and Final Awards to Recipients / Use or Lose	2.09
12/15/2022	Award of Contracts	2.11
TBD	Contract Period and Effective Date	2.12
See RFP	Grant Constraints	2.10
	Award dates are estimates and may vary.	

### 2.03 MANDATORY Pre-Proposal Conference

A MANDATORY pre-proposal conference shall be held in Utah County Commission Conference Room on **Tuesday, September 27<sup>th</sup> @2:00pm**. The Conference Room is located in the Historic County Courthouse, 51 S Utah County Avenue, Suite 319, Provo, UT 84601. Members of Utah County Grants Office and Purchasing Division will be available to answer your questions. **YOU MUST ATTEND THIS CONFERENCE TO SUBMIT A PROPOSAL.**

### 2.04 Inquiries

Any additional inquiries should be directed to Monica Critchlow, Grant Coordinator at [MonicaC@utahcounty.gov](mailto:MonicaC@utahcounty.gov)

### 2.05 RFP Submission Due Date

All RFP submissions are required to be submitted in hard copy, due on **Wednesday, November 9<sup>th</sup>, 2022 by 4:30pm**. Submissions should be made to Utah County Purchasing (located in Utah County Auditor's Office), 100 East Center Street, Suite 3600 (3<sup>rd</sup> Floor), Provo, Utah 84606. Late submissions will not be considered. UTAH COUNTY OFFICES CLOSE AT 5:00pm. Please plan accordingly.

## **2.06 Time for Evaluation**

After the RFP Closing date, we expect the evaluation process to take at least two weeks to complete.

## **2.07 Selection and Award Process**

Utah County’s award process includes: 1) RFP response 2) Oral Presentation (if requested) 3) Evaluation and analysis by Utah County Grants Office 4) Commission Review of Projects 4) Utah County may, at its sole discretion, also use a citizen or independent review board or seek independent professional opinions to make final awards. Any costs for professional opinions will be paid by Utah County.

## **2.08 Oral Presentation**

Utah County may request, at its sole discretion, an informal oral presentation from any respondent. These will be approximately 10 minutes in length, and provide opportunity for Utah County leadership to ask specific questions about a project submission. Those submitting proposals should come prepared to answer questions about their proposal, including financial basement and ceilings; general benefit; and any other questions related to your proposal. Please come prepared.

## **2.09 Best and Final Award**

Before final award is made, Utah County may engage in negotiations for a different amount than the original project request. This may be higher (example: if the project is scale-able) or lower and is at the sole discretion of the Commission and Utah County Grants office. **UTAH COUNTY EMPHASIZES THESE ARE NOT PLEDGED FUNDS. THEY CANNOT BE HELD INDEFINITE. INCOMPLETE PROJECTS ARE SUBJECT TO CLAWBACK, WHICH MAY INCLUDE UP TO THE FULL AWARD AMOUNT PLUS INTEREST.**

## **2.10 Highlights of Grant Constraints of ARPA**

1. ARPA FUNDS may only be spent within the grant’s limited ‘Expenditure Categories’ defined by the US Treasury’s Final Rule and set forth in the ‘Coronavirus State and Local Fiscal Recovery Funds – Compliance and Reporting Guidance.’ Community Grants for housing projects are funded under “Expenditure Category 3: Services to Disproportionately Impacted Communities, Section 3:10 Housing Support: Affordable Housing” and “Section 3:11 Housing Support: Services for Unhoused Persons”
2. ARPA FUNDS must be FULLY obligated by December 31<sup>st</sup>, 2024 and fully spent by December 31<sup>st</sup>, 2026 as part of the federal grant conditions. **UTAH COUNTY HAS A MORE STRINGANT TIMELINE** which allows the County to reallocate unused funds. **UTAH COUNTY TIMELINE FOR THE OBLIGATION OF FUNDS is June 30, 2024.** Periodic project timelines will be requested and may determine whether fund awards will be clawed back if project timelines and deadlines are not met and will be at the discretion of Utah County.

**Any obligated but unexpended funds that go beyond the expenditure deadline of Dec. 31, 2026 will not and cannot be covered by the award, neither will Utah County be under any obligation to fulfill those unobligated expenses or invoices from contractors or Community Agencies.**

3. Utah County will make all awards based on a thorough risk assessment. This includes the following taken from federal guidance in 2 CFR 200:
  - (i) *Financial stability.* Financial stability
  - (ii) *Management systems and standards.* Quality of management systems and ability to meet the management standards prescribed
  - (iii) *History of performance.* The applicant's record in managing Federal awards, if it is a prior recipient of Federal awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous Federal awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards
  - (iv) *Audit reports and findings.* Reports and findings from audits performed under subpart F of this part or the reports and findings of any other available audits. For more information about federal auditing go to: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F>
  - (v) *Ability to effectively implement requirements.* The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities.
  
4. For the purposes of this Grant, Utah County discourages the use of funds for purchase of large equipment over \$5,000 which has a useful life over 12 months. Large equipment requires on-going monitoring beyond the contract period, and is therefore discouraged. If the Community Agency plans to purchase large equipment, it must be clearly outlined in the proposal.

Utah County Policy States:

1. "Utah County and its subrecipients shall follow federal regulations found in part 200.310 thru 200.316, which refers to capitalization of individual items purchased that exceeds \$5,000 and has a shelf life of more than 12 months. Items purchased with federal dollars and exceeding this limit must be individually identifiable in the fixed asset system.
2. For awards with subrecipients, the Grants Office, and department managers will ensure the following procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with award funds, until disposition takes place will, at a minimum, meet the following requirements:
  1. Property records must be maintained by the subrecipient that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

2. A physical inventory of the property that may be observed by the Utah County Grants Office and department managers in order to reconcile with the property, equipment, and inventory records.
  3. A control system must be developed by the subrecipient to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to the County Auditor and investigated.
  4. Adequate maintenance procedures must be written by the subrecipient and developed to keep the property in good condition.
  5. If the subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return
3. Disposal of capitalized assets must follow the County's purchasing policy and should be disposed of in a manner that is in the best interest of the County. Whenever excess property is to be sold at auction, all sales shall be to the highest bidder. Subrecipients should follow their own asset disposal guidelines if they are stricter than the County. Otherwise, they must also follow County disposal guidelines.
  4. The grantor should be contacted to obtain in writing, the preferred disposal methods of surplus assets or equipment. Unless expressed, The Uniform Guidance provides requirements around disposal of fixed assets purchased with federal dollars. When original or replacement equipment acquired under an award or sub-award is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
    1. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the County or its subrecipients.
    2. Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and Utah County or its subrecipients shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the County's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the County or its Subrecipients to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses."

### **2.11 Award of Contracts**

Awards will be determined by Utah County Commission, and are expected to be completed by November 30<sup>th</sup>. Utah County will not be considered a partner or an investor of any entity that receives awards. Any awards to entities should be considered a ONE TIME grant funds. No further funding is available.

### **2.12 Contract Period and Effective Date**

The date and period will be determined for each project separately. All projects will be subject to the time and claw back restraints outlined in this RFP.

### **2.13 Costs and Fees**

The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.



## 2.14 General Requirements

Utah County will negotiate an agreement in reliance upon the information contained in Proposals submitted in response to the RFP. Attachment C of this RFP contains Utah County's standard terms which shall form the basis of an agreement covering the subject matter of this RFP between the selected service provider and Utah County. Exceptions or deviations from Utah County's standard terms must be clearly identified in the response to the RFP, together with any accompanying reasons for the exceptions or deviations, and any proposed modifications offered by the service provider. Exceptions or deviations from Utah County's standard terms will be taken into consideration when evaluating proposals submitted and may result in the Proposal being rejected in whole or part by Utah County. Utah County specifically reserves the right to reject any or all of the proposed modifications. Utah County will be legally bound only when and if there is a definitive signed agreement with the awarded Service Provider ("Contractor"). It is vitally important that any person who signs a Proposal or agreement on behalf of a Contractor's firm certifies that he or she has the authority to so act. The successful Contractor(s) who has its Proposal accepted may be required to answer further questions and provide further clarification regarding its Proposal and responses.

Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person or entity shall have executed and delivered a definitive written agreement.

By responding to this RFP, each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the parties in any manner as having any legal effect whatsoever.

## SECTION 3 – SCOPE OF PROJECTS / PROJECT CONSTRAINTS

Utah County seeks to partner with organizations within Utah County to leverage ARPA grant dollars to fund affordable housing project(s) for our most vulnerable citizens. Proposed projects may be for new, on-going, repair or expansion opportunities.

Agency Partners must be willing to enter into a covenant land use restriction for a period of not less than 20 years that guarantees the qualifying use (for example that the unit will only be rented based on a verification that renters' income does not exceed 65% of the area median income). In addition to the land use restriction, you must be willing to comply with all Federal Regulations, even those not specifically listed in this RFP.

The Community Agency will define the project and provide all project scope information, personnel and labor, materials, contractors, equipment, etc., to complete the project. Utah County's role in the project will be limited to ONE TIME FUNDING, which will be given on a reimbursement basis, to the Community Agency. Other funding structures may be available but need to be reviewed and approved by Utah County leadership prior to acceptance, approval or funding of any project, and before entering a contract.

As one example, some funding sources prevent layering funds, this is especially true with federal funding sources. This can mean no other Federal Funding source, or State pass-through Federal funding source, will be allowed to be layered under the provisions of the Uniform Guidance for Federal Funding. **IF YOU ARE USING MULTIPLE FUNDING SOURCES, PLEASE KNOW THE TERMS AND CONDITIONS OF THE FUNDS PRIOR TO SUBMISSION.**

RFP Respondents will provide a detailed description of the proposed project, which should include detailed information about community need, citizens served and community benefit. **Utah County will give preference to projects in preliminary stages, and those projects should include drawings, plans, locations, detailed costs, and financial information.** See the table in Section 4 for more information about proposal requirements.

Funding for this project is designated through ARPA, the American Rescue Plan Act, and the Coronavirus State and Local Fiscal Recovery Fund, and is therefore subject to the constraints set by the grant. The US Treasury reference links can be found here:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

More information about the FINAL RULE can be found here:

<https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

The Overview of the FINAL RULE can be found here:

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>

The FAQ about the final rule can be found here:

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>

**All Community Agencies applying for grant funding are expected to be familiar with the grant and its constraints.**

**All projects will be subjected to periodic site visits, progress evaluation, as well as paper and accounting audits, and potential clawback.**

**Community Agencies will need to abide by provisions set out in the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, which includes labor practices, the selection of contractors, bidding practices for procurement. This full list is contained in [Part 7](#).**

**SECTION 4 – PROPOSAL REQUIREMENTS (See next page for full list.)**

<p>Contact Information</p>	<ul style="list-style-type: none"> <li>○ Name of Primary Point of Contact, Title and Role</li> <li>○ Name of Secondary Point of Contact, Title and Role</li> <li>○ Business Entity Name</li> <li>○ Business Address</li> <li>○ Relevant Phone Numbers</li> <li>○ e-mail address for Points of Contact</li> <li>○ Entity Description including non-profit status, purpose, organizational objective and history / longevity</li> <li>○ Significant ID numbers, including Tax ID and DUNS/UEI number</li> <li>○ Is your organization registered with SAM.gov? Are you under any debarments or suspensions from federal contracts?</li> <li>○ Copy of a current W9 (for setup and payment in PO system)</li> <li>○ If your project is a coordinated effort between two or more entities, please provide the same information for the additional entities. Include certificate of non-collusion.</li> </ul>
<p>Narrative of Need</p>	<ul style="list-style-type: none"> <li>○ Identify Community Need</li> <li>○ Citizens Served</li> <li>○ Community Benefit</li> <li>○ Timeline for Project</li> <li>○ Project Lifespan and Benefit</li> <li>○ Proposed Budget</li> <li>○ General Detail of Financial Need</li> </ul>
<p>Detailed Description of the Project</p>	<ul style="list-style-type: none"> <li>○ Who is putting the project before Utah County for funding?</li> <li>○ What is the project? Include description of units and amenities.</li> <li>○ Project details – drawings, plans and current timeline</li> <li>○ Where is the (proposed) project located? (Include all locations, if multiple.) Photos, drawings, and mapping imagery is encouraged</li> <li>○ Project timeline? Can you complete the project within the time constraints set by the county? (Clawback determination happens no later than July 2024)</li> <li>○ How will the project be completed? Include drawings, labor information, total budget, information about contractor engagement. Where are you in this process?</li> <li>○ Will the project have deeded protections in place to retain as affordable housing? Vulnerable population dedication?</li> <li>○ Does the project include additional services to provide for health, safety or stability?</li> <li>○ Is the project scalable (Can adjustments be made with funding changes or is it a fixed or unscalable?) Please include details about how the project can be scaled for savings per unit or additional capacity.</li> <li>○ Can the project be completed without these funds?</li> <li>○ What is the minimum needed from Utah County to complete the entire project on-time? CONTINUED ON NEXT PAGE</li> </ul>

	- <b>CONTINUED FROM LAST PAGE</b> -
Identify Organizational Structure, Stability and Leadership	<ul style="list-style-type: none"> <li>○ Provide narrative and organizational chart to detail parent organization. Provide detail about the organization and organizational structure.</li> <li>○ Does the organizational structure allow for funds to be kept locally within Utah County?</li> <li>○ Provide current list of governance and leadership with qualifications and resume, as well as oversight information (include information like outside accounting or consulting firms)</li> <li>○ Detailed information of any bankruptcies in the last 12 years.</li> <li>○ Detail how funds will be secured, accounted for and dispersed, as well as person responsible for care and accounting</li> <li>○ Current financial information for the organization, as well as parent organizations</li> <li>○ Identify benefitting organization. (This particularly applies to any foundation that may apply for the benefit of another organization.)</li> </ul>
Project Financial Information	<ul style="list-style-type: none"> <li>○ Provide detailed entity financials</li> <li>○ Total project budget</li> <li>○ Details of matching funds or potential matching funds</li> <li>○ Amount requested from Utah County</li> <li>○ Amount desired from Utah County</li> <li>○ Can the project be completed without funds from Utah County?</li> <li>○ Projects will be evaluated for their financial risk – this includes stability, management systems and standards, history of performance, audit findings and the ability to effectively implement requirements.</li> <li>○ Did you receive other COVID relief funds of ANY kind? How did you use those funds?</li> <li>○ Does the organization have any outstanding liens? Do these liens affect or endanger any grant funding?</li> </ul>
BONUS FUNDS	<p>Provide details on a small project (under \$100,000) your organization may need that is not otherwise included in this RFP.</p> <p>The project should:</p> <ol style="list-style-type: none"> <li>1) benefit a disadvantaged population</li> <li>2) provide long-term or generational benefit and</li> <li>3) not obligate or encumber tax payer funds beyond a one time grant. See additional information in Section 5.02 Tab E</li> </ol>

## SECTION 5 – PROPOSAL RESPONSE FORMAT

**5.01 Administrative Guidance** The information provided herein is intended to assist Community Agencies in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested Community Agencies with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Community Agencies are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to fulfill the requirements requested in this RFP.

**5.02 Technical Response Format** Proposals should be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals should be organized and tabbed to comply with the following sections:

*Tab A LETTER OF TRANSMITTAL (COVER LETTER).* The letter of transmittal should include an introduction of the Community Agency's company, as well as contact information for those persons who are authorized to represent the company in dealing with this RFP. **Proposal Contact:** List the name, title, office address, telephone number, fax number and e-mail address of the person(s) authorized to *represent the Community Agency regarding the proposal(s) submitted* in response to this RFP. Also include any addendum acknowledgement by addenda number that may be issued to this RFP. **Contract Contact:** Give the name, title, office address, telephone number, fax number and e-mail address of the person authorized to *sign a Contract, and receive and sign all formal notices and/or addendum* regarding such Contract. Note that all amendments to any Contract must be in writing and signed by both parties. Any other information not appropriately contained in the proposal itself should also be included in the letter. **Certificate of Non-Collusion** a certificate of non-collusion must be attached.

*Tab B EXECUTIVE SUMMARY.* An executive summary will briefly describe the Community Agency's approach and clearly indicate any options or alternatives being proposed. If options or alternatives are proposed as exceptions to the RFP, the respondent should include an explanation for each option or alternative. It should also indicate any major requirements that cannot be met by the Community Agency.

*Tab C DETAILED DISCUSSION.* This section should constitute the major portion of the proposal and must contain **a specific response in outline form to each section in this RFP. Outline numbers should correspond, in order, to the section numbers contained in this RFP.** Specific emphasis should be placed on responding to the information requested in Sections 3 and 4 but all sections and items should be fully addressed. Narrative regarding options or alternatives with complete details including how those meet or exceed the RFP requirements should be included in the relevant section. Failure to provide written response to items indicated in this RFP will be interpreted by Utah County as an *inability* by the Respondent to provide the requested product, service or function and may be deemed as "Non-responsive".

*Tab D* Miscellaneous additional information and attachments, if any may be submitted by the Respondent. Address any liens the respondent may have pending. Do these liens endanger the federal funds? Any information about debarment should be included here. (See Sections 7.26)

*Tab E BONUS DOLLARS* The Utah County Commission also seeks information on small projects that may benefit your organization (or others), but which meet the same grant constraints outlined in this proposal. The projects must 1) benefit a disadvantaged population 2) provide long-term or generational benefit and 3) does not obligate or encumber tax-payer funds beyond the one-time grant. What small projects or needs (under \$100,000) does your organization have that would qualify under the small grant project? Are there other community projects you would recommend to

the Utah County Commissioners for consideration outside your organization? Please detail these projects under Tab E

**SECTION 6 - PROPOSAL EVALUATION, QUALIFYING QUESTIONS AND RUBRIC**

**6.01 Evaluation Criteria** – All proposals will be subject to the EXACT same criteria for evaluation as every other project. Once the RFP is returned, it will be checked in by the Utah County Purchasing Division. From there, RFPs will be evaluated for completeness, and turned over to the Grants Division for Analysis. Once scored, the Utah County Commission will evaluate projects further, and may request short oral presentations. Once those are complete, final selections will be made.

The evaluation process will include ‘Qualifying Questions’ which will determine eligibility for RPF consideration. Utah County reserves the right to request clarifying information for disqualifying questions that do not affect the materiality of the project itself. **Utah County encourages bidders to seek partnerships to avoid material weakness.**

Can the respondent meet the federal fiscal responsibility requirements? These are outlined in 2.10, Number 3	Yes or No
Will this project be fully obligated by June 30, 2024? Can it be fully expensed by Dec. 30, 2026?	Yes or No
Does the Community Agency have liens pending against them? Do the liens pose a risk to the federal award?	Yes or No
Does the project require the purchase of equipment with a value of greater than \$5,000 and with a usable life of more than 12 months to complete?	Yes or No
Does the project provide long term benefit and dedeed protections?	Yes or No

**6.02 Each Objective** will be graded on a 1 to 5 scale, and weighted. All projects are subject to the exact same criteria, weight, and score range. See Section 2.07 for more information on the selection process and section 2.02 for important dates.

Objectives	Weight	Score
The project increases capacity for services to vulnerable populations and is easily accessed. The project is located within reach of public transportation.	20%	1 - 5
The project leverages other funding sources, or the Community Agency has raised additional funds for the project for added benefit. (1%-20%=1)(21%-40%=2)(41%-60%=3)(61%-80%=4)(81% and up=5)	20%	1 - 5
The project does not create a tax-payer funding dependency. It has a clear plan for long-term sustainability. Once ARPA funding is exhausted, the project can be completed on-time, and will remain devoted long-term to the care of vulnerable populations.	15%	1 - 5
The project carefully a) considers the specific special needs of the population it serves b) is handicapped accessible c) provides additional social or other support services to increase client health, safety or stability d) is located in an urbanized (HUD-designated) area of the county e) provides for a defined Utah County need.	10%	1 - 5
The project has multi-generational benefits and clear long-term benefits that are defined and measurable.	10%	1 - 5
The applying Community Agency meets all financial requirements set forth by the US Treasury – financial stability, management systems and standards, history of performance, audit reports and findings, ability to effectively implement requirements. <b>THIS 5% IS REQUIRED TO AWARD</b>	5%	1 - 5
The applying Community Agency passes all other qualifying questions in Section 6.01. The Proposal is clear and complete.	5%	1 - 5
The project benefits vulnerable communities that have been affected adversely by the COVID-19 pandemic.	5%	1 - 5
The project collaborates with other non-profits, businesses, or government agencies to create synergistic benefit to Utah County residents.	5%	1 - 5
The project supports innovative solutions related to the RFP’s requested scope.	5%	1 - 5



## SECTION 7 – GENERAL PROVISIONS and REQUIREMENTS

7.01 Protected Information Under the Government Records Access and Management Act, Utah Code §§ 63G-2-101 to -901, as amended ("GRAMA"), certain information submitted in the proposal(s) may be open for public inspection or disclosure. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to Utah County which respondent believes should be protected from inspection or disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. **Non-specific statements of confidentiality (e.g., marking a document confidential or proprietary in a cover letter, header, footer or watermark) are insufficient to claim confidentiality under GRAMA.** All material contained in and/or submitted with the proposal becomes the property of Utah County and may be returned only at Utah County's option.

### 7.02 Incurring Costs

Utah County will not be liable for any cost which Community Agencies may incur in connection with the preparation or presentation of their proposal(s). Proposals should be concise, straight-forward and prepared simply and economically. Expensive displays, bindings or promotional materials are neither desired nor required. However, these instructions are not intended to limit a proposal's content or exclude any relevant or essential data therefrom.

The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

7.03 Addendum to RFP - No oral modifications or amendments to this RFP or any resulting agreement shall be effective; the RFP may be modified or amended only by a written agreement signed by the parties. If it becomes necessary to revise any part of this RFP, an addendum will be provided to all who are known to have received an RFP.

7.04 Other Communications During the RFP process (from the date of issue through the date of contract award or other final decision) the Purchasing Department is the sole source of official information regarding this RFP. All other communications, both spoken and written, which are received by any representative of the Respondent from other sources (such as employees in the using department) should be confirmed by the respondent with Utah County Purchasing Department assigned to this RFP as being true and accurate prior to incorporating such information into their response. This refers to both formal and informal conversations and communications. Changes to the RFP will always be issued as a formal, written addendum.

### 7.05 Alternative Proposals

A Community Agency may submit more than one proposal, each of which must follow the Proposal Response Format (section 5 herein) and satisfy the requirements of this RFP. The Community Agency's primary proposal must be complete and comply with all instructions. The alternative proposals may be in abbreviated form following the Proposal Response Outline but providing complete information only for sections which differ in any way from those contained

in the prime proposal. If alternative proposals are submitted, the Community Agency must explain the reasons for the alternative(s) and its comparative benefits. Each proposal submitted will be evaluated on its own merits.

7.06 Authorized Community Agency Representatives Utah County reserves the right to require a change in the individual assigned to represent the Community Agency if the assigned representative is not serving the needs of Utah County in an acceptable manner. This right shall carry forward through the response period and, with the successful Community Agency, during the term of the Contract.

7.07 Award of Subcontracts For each subcontract, if any, which the Community Agency proposes to award, the Community Agency shall specify in writing the proposed subcontractor's name and address, and the purpose of each subcontract. Any Community Agency proposing subcontracts as a part of a proposal must explicitly state so in the proposal. Written approval by the Purchasing Department is required prior to the awarding of any subcontracts. Any Subcontractor shall be required to provide evidence to Utah County of the Same Insurance Provisions and coverages as described in section 7.29 of this RFP.

7.08 Assignments and Subcontractors – The agency may not use funds to create their own grants or grant program. – See standard terms and conditions.

7.09 Legal Remedies – See standard terms and conditions.

7.10 Compliance – See standard terms and conditions.

7.11 Termination – See standard terms and conditions. The Community Agency shall be responsible for reimbursing Utah County for expenses incurred as a result of unacceptable service. All grant funds are subject to clawback based on federal guidance and county policy and the terms of this RFP.

7.12 Acceptance of Services Rendered Utah County, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the Contract satisfy the requirements as identified in the Contract.

7.13 Anti-collusion The Community Agency must complete, sign, and include with their submittals the Certificate of Non-Collusion. An exception to the prohibition on collusion is granted in the instance of Community Agencies partnering to submit a joint proposal.

7.14 Indemnifications. See standard terms and agreements.

7.15 Restrictions All proposals must clearly set forth any restrictions or provisions deemed necessary by the Vendor to effectively service the proposed Contract

7.16 Right to Reject Utah County reserves the right to accept or reject any or all proposals for any reason. Utah County may fund all, some or none of the submitted projects at its sole discretion. Utah County expects that not all projects will be funded. Some projects may be partially funded, or funded for an amount

greater than the original request. Funded projects will be subjected to the FEDERAL guidelines outlined by ARPA and the US Treasury, which include grant constraints, project deadlines, fiscal oversight, and future auditing. Projects will also meet the guidelines outlined by Utah County Government. Projects outside of the scope of this RFP will not be considered.

7.17 See Special Terms and Conditions

7.18 Management Reports. Upon request the Community Agency must be able to summarize and concisely report pertinent information to Utah County in a timely manner, throughout the duration of any Contract resulting from this RFP.

7.19 Further Agreements. In addition to a proposal, Utah County may from time to time require a Community Agency to execute certain additional documents or agreements, including without limitation a Contract, for the purpose of clarifying the intention of the parties with respect to providing the goods or services hereunder.

7.20 Relationship of the Parties See Standard Terms and Conditions

7.21 Equal Opportunity See Special Terms and Conditions

7.22 Taxes – Community Agency’s Responsibility. Community Agencies shall be responsible for and pay all taxes which may be levied or incurred against the Community Agency in connection with the performance of any services under a Contract, including taxes levied or incurred against Community Agency’s income, inventory, property, sales, or other taxes.

7.23 Taxes - Utah County is Exempt. Utah County is exempt from State of Utah sales and excise taxes (State of Utah Sales Tax Exemption number: 11874443-002-STC). Exemption certification information appears on all purchase orders issued by Utah County and such taxes will not apply to Utah County unless otherwise noted.

7.24 Tax Liens. By submitting a proposal, the Community Agency certifies that neither it nor its principals are presently subject to an outstanding tax lien in the State of Utah. If the Community Agency cannot certify this statement, the Community Agency will submit to Utah County a written explanation for the review of Utah County. If the Community Agency is subject to any outstanding tax lien in the State of Utah, Utah County may reject the Community Agency’s quote, bid, offer, or proposal in response to the request pursuant to UCA 63G-6a-905.

7.25 Health Insurance Portability and Accountability Act (HIPAA). Utah County may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This transaction may fall under the jurisdiction of HIPAA and Community Agency must comply with applicable state and federal HIPAA laws. If you have any questions, please contact the HIPAA Regulatory Office at 801-587-9241.

7.26 Debarment Clause. Community Agency certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or

agency. If Community Agency cannot certify this statement, attach a written explanation for review by Utah County. Community Agency must notify the Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

7.27 Status Verification – See Standard Terms and Conditions

7.28 Federal Exclusion. Community Agency warrants and represents that Community Agency, its officers, directors, and any employees or subcontractors providing goods or services under this Contract (i) are not currently excluded, debarred, or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) or to provide goods to or perform services on behalf of the federal government as either a contractor or subcontractor. This shall be an ongoing representation and warranty during the term of this Contract and Community Agency shall immediately notify Utah County of any change in the status of the representation and warranty. Utah County may immediately terminate this Contract for cause in the event of a breach of this section or as a result of any material change in status of the representation and warranty. Notwithstanding any other provision in this Contract, Community Agency shall defend and indemnify Utah County and its officers, employees, and agents in connection with any and all claims, losses, causes of action, judgments, fines, damages, or other similar expenses, including reasonable attorney fees, resulting from a breach of this section.

7.29 Insurance. See Standard Terms and Conditions

Community Agency shall also maintain "special form" property insurance at replacement cost applicable to Community Agency's property or its equipment and that contains a waiver of subrogation endorsement in favor of Utah County.

Community Agency's insurance carriers and policy provisions must be acceptable to Utah County's Risk and Insurance Manager and remain in effect for the duration of the Contract. Utah County shall be named as an additional insured on the Commercial General Liability, and if applicable, Aircraft Liability, and Liquor Liability insurance policy by endorsement. Community Agency will cause any of its subcontractors, who provide materials or perform services relative to this contract, to also maintain the insurance coverages and provisions listed above.

If the coverage's described above and the coverage described in the attached terms and conditions are not in place at the time a proposal is submitted, Community Agency should describe in detail what types and levels of coverage are in place currently, and clearly indicate Community Agency's ability and willingness to obtain the above listed coverage's if required by Utah County.

Community Agency shall submit certificates of insurance as evidence of the above required insurance to Utah County prior to the commencement of this Contract (mail to: **Utah County Purchasing Department, Attn: Robert Baxter, 100 East Center, Suite 3600, Provo, Utah 84606**). Such certificates shall indicate that Utah County will be given **thirty (30)** calendar days written notice prior to the cancellation of coverage.

7.30 Background Checks. Are at the discretion of the Community Agency.

7.31 Inspection and Acceptance -Utah County or its authorized representatives shall have the right to enter the premises of the Contractor/Service Provider/Community Agency, or such other places where services under an agreement with Utah County are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to the agreement. The Contractor/Service Provider/Community Agency must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.

**ATTACHMENTS** – The following attachments are attached to this RFP and by this reference are incorporated into this RFP as if stated herein in full:

Attachment A ARPA Community Grants Standard Terms and Conditions

Attachment B Certificate of Non-Collusion

Attachment C Link To Relevant Treasury Policies PLEASE REVIEW

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

## **ATTACHMENT A: ARPA COMMUNITY GRANTS STANDARD TERMS AND CONDITIONS**

**1. DEFINITIONS.** The following terms shall have the meanings set forth below:

(A) The “Agreement” consists of the following documents:

(i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;

(ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and

(iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) “Contractor” means the individual or entity delivering the Products and Services identified in the Agreement. The term “Contractor” shall include the individual’s or entities’ agents, officers, employees, and partners.

(C) The “County” means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) “Products” means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page, including any products described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

(E) “Services” means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page, including any services described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

(F) “Subcontractors” mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

### **2. EXTRA WORK.**

(A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor’s proposal (if any) but determined by the County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

**3. PAYMENT.** Payments from the County are normally made by the end of the month following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

**4. OWNERSHIP IN INTELLECTUAL PROPERTY.** The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and 2

ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information or hosting credentials; advertising materials, including any content or work product; images; newsletters; and intellectual property, including derivative works, created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information or credentials necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County’s request.

## **5. INSURANCE.**

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars (\$3,000,000) per occurrence, or in a lesser amount if explicitly authorized and identified on the Utah County Agreement cover page. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

**6. GOVERNING LAW AND VENUE.** The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

**7. COMPLIANCE WITH LAWS AND REGULATIONS.** At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement. To the extent that Contractor uses, stores, transfers, or manipulates any data in the performance of its obligations, Contractor will further comply with all applicable privacy and data laws and regulations, including but not limited to General Data Protection Regulation 2016/679 of the European Union (“GDPR”) and similar provisions from any jurisdiction in the United States and any locations where data is or may be stored.

**8. EMPLOYMENT STATUS VERIFICATION.** Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.

**9. INDEPENDENT CONTRACTOR.** Contractor’s legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions. 3

**10. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney’s fees, arising out of or related to the Agreement. As between the parties to the Agreement, Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

**11. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY.** Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including

reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.

**12. GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.

**13. NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.

**14. SALES TAX EXEMPTION.** The County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.

**15. CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law. Any employee or member of the Contractor's firm, subcontractor, or agent with whom Contractor shares any information as described in this section will be under the same obligations of confidentiality, and Contractor is required to secure and provide to County written commitments to that effect from each such recipient of information.

**16. TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be 4

terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for approved services rendered prior to the date of termination, subject to any offsetting claims by the County.

**17. FORCE MAJEURE.** The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the



Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

**18. SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.

**19. LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

**20. NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

**21. WARRANTY.** Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof. Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include, without limitation, the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.

**22. TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services. 5

**23. DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations.

**24. INTERPRETATION OF AGREEMENT.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

**25. NOTICES.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business,

or at such other addresses as may be designated by notice given hereunder, including by email to the contact person for Contractor at the email address identified on the Utah County Agreement cover page.

**26. COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

**27. AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.

**28. ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.

**29. SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.

**30. WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.

**31. SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property, Section 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 15. Confidentiality.**

**32. ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

**33. THE AMERICAN RESCUE PLAN ACT (ARPA)** established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF program). The SLFRF program is intended to provide support to local governments in responding to the economic and public health impacts of COVID-19 and local governments' efforts to minimize impacts on their communities, residents, and businesses. The County is the recipient of a SLFRF award from the federal government and CONTRACTOR has applied to the County for a subaward as detailed in Attachment B which is a qualifying use under the ARPA and the SLFRF program.

**34. LIMITATIONS REGARDING THE USE OF ARPA/SLFRF FUNDS** – CONTRACTOR shall use the SLFRF funds in compliance with the SLFRF Award Terms and Conditions, the Treasury's Interim Final Rule, and all other applicable state and federal laws and regulations, now in effect or that hereafter become effective. In addition, CONTRACTOR shall provide to the County proper documentation supporting 6

determinations of costs and applicable compliance requirements and identifying how the requirements have been satisfied, as well as all other documentation necessary for the County's completion of quarterly and annual Project and Expenditure reports, including but not limited to subaward reporting. CONTRACTOR further understands and agrees that the funds disbursed under this Agreement may only be used in compliance with American Rescue Plan Act of 2021, Public Law 117-2, codified at 42 U.S.C. 802 et seq., Section 603 of the Social Security Act, 31 CFR Part 35, and the U.S. Department of the Treasury's Interim Final Rule and any final rule(s) regarding Coronavirus State and Local Fiscal Recovery Funds, and Utah Code Annotated § 63J-4-801, et seq. CONTRACTOR shall determine, prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. CONTRACTOR agrees that the funds shall be used only in accordance with and in furtherance of the Project as detailed on Attachment B. Any changes to the approved project must be submitted in writing and approval must be obtained in writing prior to using funding outside of the originally approved project parameters. Funding obtained through this Agreement cannot be used to reimburse expenditures incurred prior to the Period of Performance.

**35. COMPLIANCE**– In order to ensure compliance with the existing ARPA guidelines set forth by the U.S. TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the TREASURY during the term of this Agreement – CONTRACTOR, when requesting reimbursement for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. Said invoice must include a statement, signed by CONTRACTOR, indicating that all expenditures therein comport with the guidelines of ARPA as set forth by the TREASURY. Reimbursement requests shall be submitted to the COUNTY no more than once per month. No reimbursement requests may be submitted to the COUNTY after December 31, 2024. Funds provided through this agreement are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The CFDA number assigned to the CRF is 21.027.

**36. REIMBURSEMENT OF FUNDS TO CONTRACTOR** – County will have no financial obligation or legal liability whatsoever associated with the Project, and will merely reimburse pre-approved ARPA funding, up to the amount agreed upon by the parties. Upon receipt of the CONTRACTOR’s complete reimbursement request, COUNTY shall disseminate funds for all eligible ARPA expenditures within thirty (30) days of receipt of said reimbursement request. The dissemination of SLFRF funds shall only occur after the COUNTY reviews CONTRACTOR’s reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of SLFRF funds as specified in ARPA. All payments from COUNTY to CONTRACTOR are contingent on the availability of SLFRF funds to the COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within ARPA including, but not limited to, those directives issued from the TREASURY. COUNTY will withhold the final 10% of reimbursement funding until the COUNTY, with the assistance of CONTRACTOR, verifies complete compliance in every respect (project completion, sufficient reporting, etc.) with ARPA/ SLFRF requirements along with the terms of this agreement.

**37. REIMBURSEMENT OR PAYMENT OF FUNDS TO THE UNITED STATES**

**GOVERNMENT** – If, for any reason, including but not limited to noncompliance with any requirement associated with the use of ARPA/SLFRF FUNDS or reporting requirements arising from actions of Contractor, the United States Government claim that the funds awarded under this subrecipient agreement or any funds in association with the project(s) approved under this subrecipient agreement be reimbursed or paid to the U.S. Government, CONTRATCOR agrees to indemnify and hold County harmless from such claim. CONTRACTOR shall assume sole liability for such claims including, but not limited to the claim, litigation costs, and attorney’s fees. COUNTY reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgments, losses, damages, expenses, and liabilities claimed against the COUNTY.

**38. EVOLUTION OF ARPA GUIDANCE FROM THE TREASURY** – COUNTY may request, and CONTRACTOR agrees to provide, additional information from CONTRACTOR, as needed, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the TREASURY during the scope of this Agreement.

**39. MAINTENANCE AND AUDIT OF RECORDS** – CONTRACTOR shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by COUNTY or its designees, the SAO, and the TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of any audit that CONTRACTOR was reimbursed for unallowable costs under this Agreement CONTRACTOR agrees to promptly (within 60 days) reimburse COUNTY for such payments upon request. CONTRACTOR agrees that it shall maintain complete, accurate, documented, and current accounting of all program funds received and expended in accordance with OMB Uniform Guidance rules and shall file and provide the County with a copy of a “Uniform Guidance Audit” (formally called a single audit or federal audit) in accordance with the OMB Uniform Guidance rules.

**40. FEDERAL REGULATIONS** – applicable to this award include: Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award, OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19, Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference, Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20, New Restrictions on Lobbying, 31 C.F.R. Part 21.

**41. CIVIL RIGHTS COMPLIANCE** – Recipients of Federal financial assistance from the TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

**42. EFFECTIVE DATE AND TERM** – This Agreement is effective as of the date stated on the first page of this Agreement and shall remain in effect until the terms and obligations identified herein are completed, but in no event, past December 31, 2024, for final obligation of funds and December 31, 2026, for final expenditure of funds.

**43. PRE-AWARD COSTS** – Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. In no event may CONTRACTOR use funds under this Agreement for costs incurred before award.

**44. PUBLICITY** – CONTRACTOR agrees that any publicity generated by itself in connection with the project shall display the following language: “Sponsored in part by Utah County.”

**45. SUBMISSION OF PLANS AND SPECIFICATIONS** – CONTRACTOR will submit final and any amended final plans and specification to COUNTY within a reasonable time of finalizing said plans and specifications for the approved project(s) under this agreement, in all cases the plans and specifications shall be submitted to COUNTY prior to the start of construction, unless construction was already commenced, prior to this funding opportunity becoming available, for which reimbursement will be sought under this agreement. COUNTY will review the plans and specifications to ensure compliance with the approved scope of work in Attachment B and with the approved purposes of ARPA and the SLFRF program.

CERTIFICATE OF NON-COLLUSION

RFP 2022-7 ARPA Community Grants for Housing Services

STATE OF UTAH )

)SS

COUNTY OF UTAH )

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says: That as a condition precedent to the award of the Utah County project as above captioned,

I \_\_\_\_\_

(owner, partner, officer or delegate)

of \_\_\_\_\_ do

(company)

solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard to this bid or potential agreement resulting therefrom.

\_\_\_\_\_  
Signature

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

Title: \_\_\_\_\_

\*\*\*\*\*

Subscribed/sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ A.D.

**ATTACHMENT C**

**PLEASE SEE THE TREASURY LINK PROVIDED**

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>