

# **Salt Lake County**

## **Housing & Community Development**

### **Request for Applications (RFA)**

**Expanding Affordable Housing Opportunities**



**Release Date: October 14, 2025**

**Amended Date: October 30, 2025**

**Application Due: November 7, 2025, at 3:00 PM MST**

## Table of Contents

SECTION 1: INTRODUCTION AND OBJECTIVE.....	3
ELIGIBLE APPLICANT MINIMUM REQUIREMENTS.....	3
PROJECT GOALS AND PRIORITIES .....	4
FUNDING .....	4
Loan Terms and Conditions.....	4
PERIOD OF PERFORMANCE.....	5
EVALUATION AND AWARD .....	5
QUESTIONS.....	5
ADDENDA .....	5
SECTION 3: APPLICATION PROCESS.....	6
TIMELINE.....	6
PRE-APPLICATION MEETING .....	7
SUBMISSION REQUIREMENTS .....	7
ADDITIONAL INFORMATION.....	8
PRE-AWARD REQUIREMENTS .....	8
SECTION 5: APPLICATION EVALUATION AND SCORING CRITERIA .....	9
SECTION 6: GENERAL REQUIREMENTS AND INFORMATION .....	12
NOTICE TO APPLICANTS .....	13
APPENDIX B SCOPE OF WORK.....	18

## SECTION 1: INTRODUCTION AND OBJECTIVE

Salt Lake County is pleased to announce the availability of funding under the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program and the County's Housing Trust Fund (HTF) to provide permanent supportive housing units for individuals with high behavioral health needs. These units are intentionally designed to meet the needs of individuals with high mental health issues and, often, co-occurring substance use disorders. In order to qualify, the project must also meet one of [CDBG's national objective](#).

The purpose of this project is to solicit applications from qualified developers partnered with services providers to develop and operate Permanent Supportive Housing (PSH).

The total amount available under this RFA is approximately **\$2,511,000.00**, which will be awarded through a competitive process to qualified applicants who demonstrate capacity, experience, and a strong commitment to serving qualifying populations.

Of the total allocation:

1. \$1.8 million in CDBG will be dedicated to eligible housing development costs, including acquisition, rehabilitation, or site improvements.
2. \$711,000 in HTF will be available for eligible housing development costs as well as covering the costs of supportive services for the project.

## SECTION 2: PROGRAM INFORMATION

### ELIGIBLE APPLICANT MINIMUM REQUIREMENTS

1. Be located wholly within Salt Lake County.
2. Comply with CDBG regulations. This includes compliance with Davis Bacon Wage requirements, Section 3, National Environmental Policy Act, Buy America Build America, and any other requirements as outlined in [24 CFR 570](#).
3. Demonstrate the ability to expend funds between January 1, 2026 – December 31, 2026, 2026
4. Be in good standing if the applicant or the project previously received funding from the SLCo Office of Regional Development, or the SLCo Division of Housing & Community Development.
5. Projects must comply with Attachment B- Scope of Work

## PROJECT GOALS AND PRIORITIES

1. Primary goal is to create new PSH units to serve chronically homeless individuals, people with severe mental illness, individuals exiting institutional settings.
2. Projects must prioritize serving individuals with low to moderate income and special needs.
3. Successful applicants will be expected to demonstrate a commitment to:
  - a. Reducing homelessness and housing instability
  - b. Improving health outcomes and reducing the use of costly crisis services (e.g. emergency rooms, inpatient hospitalizations)
  - c. Ensuring housing stability and independent living for tenants.

## FUNDING

1. The projects will be funded by CDBG and County HTF.
2. The award amount will be awarded based on the program application, evaluation criteria and funding availability.
3. All unused funds at the end of the loan shall be returned to Salt Lake County.
4. Awarded funds may not be used to supplant existing funds.

All items contained within this agreement must comply with the CDBG program, outlined in [24 CFR Part 570](#).

## Loan Terms and Conditions

1. Loan Amount: Loan requests cannot exceed \$2,511,000.00
2. Term: Loan term is no longer than 15 years. There are no prepayment penalties
3. Interest Rate: Loans are provided at 1-3% simple annual interest.
4. Repayment: Loan repayment will begin when project reaches at least 50% population stabilization or closing of permanent financing. Whichever comes first.
5. Security: Loans must be secured using the following assurances: loan agreement; promissory note; trust of deed; deed restrictions will be for the length of the loan agreement.
6. Subordination: Loans may be subordinated on case-by-case basis.
7. Closing Costs: Borrower is responsible for the expense of document preparation. and other closing cost, if any.
8. Other conditions: Funding will be distributed as cost reimbursement. Salt Lake County may elect to terminate and request immediate repayment of any loan for non-compliance or funding availability.

## PERIOD OF PERFORMANCE

1. Awarded funds are available January 1, 2026, through December 31, 2026.
2. Salt Lake County may elect to terminate the loan for non-compliance or funding availability.

## EVALUATION AND AWARD

1. There will be one award made as a result of this RFA.
2. Applications will be evaluated on a competitive basis.
3. There is no limit to the number of applications that organizations may submit.
4. Applicants must be available for questions or clarification during the loan review period.
5. Salt Lake County reserves the right to reject any and all applications or withdraw this offer at any time.
6. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of the office of Salt Lake County taking into consideration all factors set forth in this RFA.
7. Successful applications will be open to public inspection after loan award under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. A Claim of Business Confidentiality must accompany the loan application. This form is attached as Appendix D or can be found at [https://archives.utah.gov/wp-content/uploads/GRAMA\\_claim\\_of\\_business\\_confidentiality.pdf](https://archives.utah.gov/wp-content/uploads/GRAMA_claim_of_business_confidentiality.pdf)

## QUESTIONS

Questions requesting clarification or interpretation of any section of this RFA must be submitted on or before Friday, October 31, 2025. All questions will be made public. Please check the questions and answers page prior to submitting questions. Written responses will be posted regularly on <https://www.saltlakecounty.gov/regional-development/housing-community-development/apply-for-grant-funding/expanding-affordable-housing-opportunities/>, but not later than Monday, November 3, 2025.

Submit questions here: <https://app.smartsheet.com/b/form/f49bdd1dee1e4dc7b8b4fc3087b4a2ab>

## ADDENDA

If Salt Lake County finds it necessary to modify the RFA for any reason, it will issue a written addendum to the original RFA. Final Addenda will be posted no later than Tuesday, November 4, 2025.

## SECTION 3: APPLICATION PROCESS

### TIMELINE

Date	Activity
Tuesday, October 14, 2025	<p>Applications Available</p> <p>Via Smartsheet. For more information, please visit <a href="https://www.saltlakecounty.gov/regional-development/housing-community-development/apply-for-grant-funding/expanding-affordable-housing-opportunities/">https://www.saltlakecounty.gov/regional-development/housing-community-development/apply-for-grant-funding/expanding-affordable-housing-opportunities/</a></p>
Friday, October 24, 2025	<p>Pre- Application Training</p> <p>Register Here: <a href="https://slco.webex.com/weblink/register/r5df2dc0ef0c1e62cd5ec84f7a143335b">https://slco.webex.com/weblink/register/r5df2dc0ef0c1e62cd5ec84f7a143335b</a></p>
Friday, October 31, 2025	<p>Final Day to Submit Questions</p> <p><a href="https://app.smartsheet.com/b/form/f49bdd1dee1e4dc7b8b4fc3087b4a2ab">https://app.smartsheet.com/b/form/f49bdd1dee1e4dc7b8b4fc3087b4a2ab</a></p>
<b>Friday, November 7, 2025</b>	<p><b>Applications Due Via Smartsheet</b></p> <p><a href="https://app.smartsheet.com/b/form/4e395ddcddc445858a085194b950d227">https://app.smartsheet.com/b/form/4e395ddcddc445858a085194b950d227</a></p>
November 2025	<p>Application Reviews with board members/ Citizen Advisory Committee</p>
December 2025	<p>Final Funding Recommendations Will Be Available</p>
January 2026	<p>Award Effective Date</p>

## PRE-APPLICATION MEETING

Interested applicants are invited to attend a pre-application meeting to discuss project and applicant eligibility and to ask questions about this RFA. This pre-application meeting will be held on Friday, **October 24, 2025, at 10:00am (MST)**.

The pre-application meeting is for informational purposes only. If the RFA needs to be modified or clarified, a written addendum will be issued.

The pre-application webinar will be held via WebEx and requires pre-registration.

To register to attend the pre-application webinar, please use the link below. Please make sure that you use your business/organizational information when registering as this information is subject to the Utah Government Records Access and Management Act (GRAMA) regulations.

<https://app.smartsheet.com/b/form/4e395ddcddc445858a085194b950d227>

## SUBMISSION REQUIREMENTS

1. Complete and submit the online application and attach required forms and documents.
2. Prior to filling out the online application, complete and compile the following documents which will be attached to Appendix A- Application and Project Information form during submission of the application.

Forms provided by Salt Lake County Housing and Community Development:

- a) Appendix A- Application and Project Information (Appendix A)
- b) Appendix B- Scope of Work
- c) Appendix C- Budget
- d) Appendix D - Environmental Compliance
- e) Appendix E – Business Confidentiality
- f) Appendix F – Scoring Sheet

Additional documents to be attached to the application, not provided by Salt Lake County (**note: some documents are required for all applications, while others are only necessary if applicable to your specific project or situation**):

- g) Supportive services case management/service plan (required)
- h) Letters of Commitment with partnership agreements related to project. Letter of Commitment includes cities, service providers, and case management partners.
- i) Business License or Articles of Incorporation (if applicable)
- j) 501(c)(3) Letter (if applicable)
- k) Organizational chart to date. If changed awarded project will need to provide updated organizational chart to HCD staff (required)

- l) Site Verification control (required)
- m) Floor plans, site plans, elevations, map, survey (if applicable)
- n) Complete sources and uses. Please specify committed sources and potential sources (required)
- o) Appraisal (if applicable)
- p) Environmental phase I, and phase II if needed (if applicable)
- q) Project schedule (required)
- r) 20-year project pro forma (required)

## ADDITIONAL INFORMATION

1. The required application, forms and documents can be found at <https://www.saltlakecounty.gov/regional-development/housing-community-development/apply-for-grant-funding/expanding-affordable-housing-opportunities/>
2. By submitting an application to this RFA, the Applicant acknowledges and agrees that the requirements, Scope of Work, and the evaluation process outlined in this RFA are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFA must be addressed within the Q&A period. The Applicant further acknowledges that it has read this RFA, along with any attached or referenced documents.
3. Applicants must bear the cost of preparing and submitting the application.
4. Failure to comply with any part of the RFA may result in disqualification of the application.
5. Applications must be received no later than Friday, November 7, 2025, at 3:00 PM MST. Late applications will not be accepted. No exceptions.
6. Do NOT include additional information such as personalized cover sheets, table of contents, pamphlets, organizational public relations information, addenda, etc.
7. Salt Lake County may request the correction of minor omissions during the review period.
8. Applicants must respond within the time period provided in the request.

## PRE-AWARD REQUIREMENTS

1. Insurance, if not provided during application
2. Subrecipient Pre-Award Risk Assessment, if applicable

## SECTION 5: APPLICATION EVALUATION AND SCORING CRITERIA

Applications will be reviewed internally by HCD staff to determine whether they meet the eligibility criteria outlined in Sections 2. Applications will be reviewed and scored by the Citizen Advisory Committee and the Housing Trust Fund Advisory Board who will make determinations for final awards.

The review committee will be provided with a score sheet to complete the proposal evaluation utilizing the point system listed below. Committee members will individually score the proposals and rank them 1st, 2nd, 3rd, etc., according to their total score. The following point system is utilized:

**Excellent (5):** If the application exceeds expectations, with an excellent probability of success in achieving all requirements of the RFA, and is very detailed in providing innovative ideas, new concepts, or optional features applicable to the project then a score of “5” is given.

**Good (4):** If the application has a very good probability of success, achieves all requirements of the RFA reasonably, and provides some innovative ideas, new concepts, or optional features applicable to the project then a score of “4” is given.

**Acceptable (3):** If the application has a reasonable probability of success but falls short of some of the requirements of the RFA, and lacks innovative ideas, new concepts, or optional features applicable to the project then a score of “3” is given.

**Poor (1-2):** If the application falls short of expectations of the RFA and has a low probability of success then a score of “1” or “2” is given.

**Unacceptable (0):** If the approach completely fails the requirements of the RFA, then a score of “0” is given.

If an applicant does not meet the eligibility screening or submits an incomplete application, that will result in the application not being reviewed by the Committee and the project will not be eligible for funding.

Staff Eligibility Review	Staff Check
Application submitted by the deadline	<input type="checkbox"/>
Application complete, with required materials and required acknowledgements as specified in the application	<input type="checkbox"/>
Project is located wholly within Salt Lake County	<input type="checkbox"/>

Eligible project type	<input type="checkbox"/>
Eligible Qualified Population(s) identified	<input type="checkbox"/>
Eligible use of funds	<input type="checkbox"/>
Applicant agrees to comply with:  <input type="checkbox"/> SLCO’s Environmental Compliance Practices, Vendor Compliance Statement, and Non-Debarment Certification	<input type="checkbox"/>
<b>Assessment of Risk to SLCO</b>  <i>Rated as green (low risk), yellow (moderate risk), and red (high risk) or NA (not applicable)</i>	<b>Staff Check</b>
Risk of funds not being spent by December 2027 deadline	
<b>Application Scoring Criteria</b>	<b>Advisory Board Score</b>
<b>Project Narrative – Question 1</b>  <b>10 points (weighted at 2)</b>	/ 10
<i>Scoring criteria</i>  1. How detailed and complete is the project summary? 2. Is the project reasonable and well thought out? 3. What part of the development cycle is the project in? (Predevelopment, construction, closing?)	
Comments:	
<b>Strategic Plans - Question 2 (weighted at 2)</b>	/10
<i>Scoring criteria</i>	
1. Does the project outline how it meets any needs outlined in the 2025-2029 Consolidated Plan?	

<ol style="list-style-type: none"> <li>2. Does the project outline how it meets any needs outlined in the jurisdiction’s Moderate-Income Housing Plan?</li> <li>3. Does the applicant describe why this specific project is needed in the community?</li> </ol>	
<b>Financial Leverage and Contingencies- Questions 3 (weighted at 2)</b>	
<p><i>Scoring criteria</i></p> <ol style="list-style-type: none"> <li>1. Does the project have other funding sources that it is leveraging as part of the overall cost?</li> <li>2. Does project demonstrate more committed than uncommitted financial resources?</li> <li>3. Will project be able to meet the obligation/expenditure timeline? Applicant needs to expend funds by 12/31/2026.</li> <li>4. How does type of award affect the rest of the financial resources invested in the project?</li> <li>5. Does the applicant describe how the project will handle expected increase or delays?</li> <li>6. Do the terms outlined make sense with how the project has been presented, both in length of time and size of individual payments?</li> </ol>	/10
<p>Comments:</p>	
<b>Background and Experience- Question 4 (weighted at 3 )</b>	
<p><i>Scoring Criteria</i></p> <ol style="list-style-type: none"> <li>1. Does the applicant outline significant experience developing affordable housing?</li> <li>2. If part of a larger development team, do other members have significant affordable housing experience?</li> <li>3. Do other completed projects match the scope and size of this project?</li> </ol>	/15
<p>Comments:</p>	
<b>Compliance Question 5 (weighted at 1)</b>	
<p><i>Scoring Criteria</i></p>	/5

<ol style="list-style-type: none"> <li>1. Does the applicant have experience with federal funding regulations?</li> <li>2. Does the project align with CDBG goals and regulations?</li> <li>3. Can Applicant meet County loan terms? Did Applicant submit a modification request?</li> </ol>	
<p>Comments:</p>	
<p><b>Outreach and Service Plan- Question 6 (weighted at 3)</b></p>	
<p><i>Scoring Criteria</i></p> <ol style="list-style-type: none"> <li>1. Does the applicant outline how it will target the priority population?</li> <li>2. Does the manager of the property provide enough experience to successfully operate this project?</li> <li>3. Does the applicant outline how Coordinated Entry will be utilized to prioritize tenants?</li> </ol>	/15
<p>Comments:</p>	
<p><b>Detailed Services(weighted at 7)</b></p>	
<p><i>Scoring Criteria</i></p> <ol style="list-style-type: none"> <li>1. Does the applicant outline services clearly?</li> <li>2. Are the services described appropriate for the clients of the project will be serving</li> <li>3. Are the cost of the services accounted for clearly and is the funding plan sustainable?</li> </ol>	/35
<p><b>TOTAL SCORE</b></p>	/100

## SECTION 6: GENERAL REQUIREMENTS AND INFORMATION

The selected Applicant must agree to all requirements in the RFA unless an exemption is stated in the application. If you wish TO REQUEST MATERIAL CHANGES TO the RFA including exhibits, attachments, addenda and/or any of the terms of the example standard Agreement THE

EXCEPTION must be specifically identified in your APPLICATION with reasonable alternatives presented. APPLICANT understands that deviations from the standard form agreements are made at the county's discretion. Applicants are advised that County is not bound by the terms of the RFA until a written agreement is fully executed and any activity taken by Applicant prior to a written agreement being fully executed is done at the Applicant's sole risk.

## NOTICE TO APPLICANTS

By submitting an application to this RFA, Applicant understands and agrees to the following:

A. RFA Cancellation: This RFA may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of County. This includes cancellation of the RFA after an award has been made, but prior to the execution of a written contract. Applicant is not entitled to recover any costs related to the preparation of the application due to cancellation of the RFA or withdrawal of an award prior to the execution of a written agreement.

B. Loan Amount: All loan amount requests and awards are to remain firm from the RFA closing date until the contract document is executed, unless a different period is stated in County's RFA. Any application that does not offer to remain firm for the required period may be considered to be non-responsive.

C. Costs: Applicants bear all costs and expenses related to this RFA including, but not limited to, preparation and delivery of the application, attending the pre-application conference, and attending an interview, if applicable.

D. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between County and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: <https://corporations.utah.gov>.

E. Changes or Modifications: County will make any changes or modification to the RFA by written addendum. Applicants submitting an application based on any information other than that contained in County's RFA and any addenda, do so at their own risk.

F. Receiving Applications: Applications will be submitted via a Smartsheet form (as outlined on the RFA website) that will require multiple attachments and will be reviewed after the closing date and time. If only one application is received in response to this RFA, County may recommend an award of a contract to the single Applicant if the

conditions cited above are met. Alternatively, County may re-solicit for the purpose of obtaining additional applications.

G. Rejection of Applications: Any application containing significant deviations from the specifications of the RFA shall be considered non-responsive and may be rejected in whole or in part.

H. Protests: Pursuant to Salt Lake County Code of Ordinances § 3.25.080, a protest in regard to the RFA document shall be submitted in writing to the Program Administrator within seven (7) business days after notification of the award is posted to the county's website or delivered to the applicants. An appeal may be amended and/or supplemented during the seven calendar days after notification of the award is posted but aggrieved applicant shall not amend and/or supplement its appeal after the expiration of that time period. An aggrieved applicant may file only one (1) appeal after the closing date for applications. Appeal letters should specifically and completely state the facts that constitute the error in the applications process or the award and the desired remedy.

I. Free and Competitive Selection: Any agreement or collusion among prospective Applicants to fix a price or limit competition shall render such applications void. , Such conduct is unlawful and subject to criminal sanctions. Each Applicant shall certify that no one in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by County Purchasing Ordinances or applicable law.

J. Reasonable Accommodations: Reasonable accommodations for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days' notice. Please contact Tallie Viteri, HCD Community Development Section Manager, at 385-468-4863 TTY users may call 711.

K. Environmentally Responsible Procurement Practices: County has implemented environmentally responsible procurement practices. Please refer to Appendix C: Environmental Compliance Practices, Vendor Compliance Statement, and Non-Debarment Certification.

L. Government Records Access and Management Act (GRAMA): County is a governmental entity subject to the Utah Government Records Access and Management Act (GRAMA), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to County a record that the person believes merits protection under subsection 63G-2-305(1) or (2) must submit with their application all of the following: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality, and (3) a separate copy of the application

with the information requested to be protected redacted. Failure to comply with any of the three (3) requirements for a claim of business confidentiality waives the request for protected record. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. For your convenience, County has provided a Business Confidentiality Request Form which is attached to this RFA as Appendix D. All documents submitted in response to this RFA will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by County. All proposed costs/pricing/fees submitted to the county are public records. An entire application cannot be identified as “PROTECTED,” “CONFIDENTIAL,” or “PROPRIETARY” and may be considered non-responsive if marked as such. M. Notice to Retirees of Utah Retirement Systems (URS): County is a URS “participating employer.” Entering into an agreement with County may affect a URS retiree’s retirement benefits including, but not limited to, cancellation of the retiree’s “retirement allowance” due to “reemployment” with a “participating employer” pursuant to Utah Code Ann. § 49-11-504 to -505. In addition, Contractor is required to immediately notify County if a retiree of URS is the contractor; or an owner, operator, or principal of the contractor. Contractor shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

N. Employee Status Verification System: Applicant shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Applicant is individually responsible for verifying the employment status of only new employees who work under Applicant’s supervision or direction and not those who work for another Applicant or subcontractor, except each Applicant or subcontractor who works under or for another Applicant shall certify to the main Applicant by affidavit that the Applicant or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Applicant or subcontractor. The Applicant shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Applicant’s failure to so comply may result in the immediate termination of its contract with County.

O. Ethical Standards: Applicant represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this

contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

P. Campaign Contributions: The Salt Lake County campaign finance disclosure ordinance limits campaign contributions to County candidates by engaged and/or contracted Applicants. Salt Lake County Code of Ordinances § 2.72A. Applicant acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Applicant further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

Q. Copyrighted Material Waiver: In the event that the application contains copyrighted or trademarked materials, by submitting its application the Applicant grants County the right to use, reproduce, and publish the copyrighted or trademark materials in any manner County deems necessary for conducting County business and for allowing public access to the responses under GRAMA or otherwise, including but limited to photocopying, County Intranet/Internet postings, broadcast faxing, and direct mailing. If the application contains materials whose copyright or trademark is held by a third party, it is the Applicant's sole responsibility to obtain permission from that third party for County to reproduce and publish the information. By submitting its application, the Applicant certifies that it owns or has obtained all necessary approvals for the reproduction or distribution of the contents of the application and agrees to indemnify, protect, save and hold County, its representatives and employees harmless from any and all claims arising from all intellectual property claims related or connected to the application and agrees to pay all legal fees incurred by County in the defense of any such action.

R. Restrictions on Communications: From the issue date of this Request For Application until an Applicant is selected and the selection is announced, Applicants are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the Program Administrator overseeing this procurement. Failure to comply with this requirement may result in disqualification.

## INSURANCE REQUIREMENTS

Insurance will be required per the amounts listed below. Please refer to the attached sample agreement for information concerning insurance requirements.

A. Workers' compensation and employer's liability insurance as required by the State of Utah, unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Contractor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance on an occurrence form with County as an additional insured in the minimum amount of \$1,000,000 per occurrence with a \$3,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect County and Contractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Contractor's acts or omissions under this Contract, whether performed by Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

C. Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

D. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with County as an additional insured, in the minimum amount of \$1,000,000 per person, \$2,000,000 per accident, \$500,000 per occurrence for property damage, or a single combined limit of \$2,000,000.

## APPENDIX B SCOPE OF WORK

### I. Purpose/Background

The Community Development Block Grant (CDBG) Program is authorized under Title I of the Housing and Community Development Act of 1974 (HCD Act), as amended, codified at 42 U.S.C. §5301 et seq. The primary objective of the CDBG Program is to develop viable communities by providing the following, principally to people of low-to-moderate income:

- Decent housing.
- A suitable living environment; and
- Expanded economic opportunities

Salt Lake County receives annual funding from the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. Salt Lake County has received these funds for fifty years. The County administers and distributes CDBG funds to eligible subrecipients to carry out community development activities or projects supporting the goal of developing viable communities within the county.

The Salt Lake County Housing Trust Fund (HTF) supports the health, safety, and welfare of Salt Lake County residents by providing financial assistance to preserve and increase affordable and special needs housing within the county.

The purpose of this combined CDBG and HTF award is to provide permanent supportive housing units for individuals with high behavioral health needs. The housing units must be designed to meet the needs of individuals with high mental health issues.

### II. Subrecipient Responsibilities

1. SUBRECIPIENT must complete the project as defined in the application and approved by the Citizen's Advisory Committee and Salt Lake County Housing and Community Development.
  - a. Any deviations from the project or funding approval must be pre-approved in writing by Salt Lake County. Salt Lake County reserves the right to deny any requested changes.
2. SUBRECIPIENT must participate in reasonable technical assistance activities provided by Salt Lake County staff or its designees. Failure to respond to email and other correspondence from Salt Lake County and its designees within 10

business days, without reasonable cause, shall be referred for contract review. A contract review may result in probation or termination of the contract.

3. Subcontractors must have been approved during the application process.
4. SUBRECIPIENT is responsible for Subcontractors' compliance with the Terms and Conditions of this contract and shall provide Salt Lake County with a copy of any agreements.

### **III. Program Requirements**

#### **1. Housing Requirements**

- a. Eligible Activities: Use of CDBG Funds for property acquisition, rehabilitation, new construction, and/or other eligible hard costs
- b. Design: Housing units must serve individuals with low-to-moderate income and have special needs related to mental health.
- c. Projects must follow all federal CDBG regulations, including fair housing, environmental review, and labor standards.

#### **2. IV. Outcomes and Reporting**

1. Subrecipient must demonstrate that the assisted housing is occupied by income eligible households for the required affordability period.
4. To following requirements are required for CDBG reporting:
  - a. Number of housing units assisted
  - b. Whether units are owner occupied, or renter occupied
  - c. Income levels of household
  - d. Race and ethnicity and head of household characteristics

### **V. Monitoring**

1. Salt Lake County shall review projects at least annually or more often as necessary during the affordability period. Monitoring shall review at a minimum:
  - a. Client eligibility records to ensure that only qualified populations are being served by the project
  - b. Compliance with reporting and deliverables as outlined
  - c. Other requirements as outlined in [24 CFR Part 570](#) and in future guidance provided by HUD to Salt Lake County and communicated to Subrecipient.

### **VI. Budget**

1. Invoicing for Reimbursement:
  - a. Adhere to the approved budget set forth in Appendix C – Budget.
  - b. Claims for reimbursement of expenditures shall be submitted online through Smartsheet.

- c. Claims must be submitted on a cost reimbursement basis with attached supporting documentation.
- d. Changes to the budget must be approved by Salt Lake County prior to the expenditure date.

**VII: Funding Source(s)**

- 1. All items contained within this agreement must comply with the Community Development Block Grant program, outlined in [24 CFR Part 570](#).