

**Solicitation NS13004**  
**Dept of Health - Utah Safe Haven Project**

State of Utah



**State of Utah**

## Bid NS13004

### Dept of Health - Utah Safe Haven Project

Bid Number **NS13004**  
 Bid Title **Dept of Health - Utah Safe Haven Project**

Bid Start Date **Oct 3, 2012 3:47:19 PM MDT**  
 Bid End Date **Oct 25, 2012 3:00:00 PM MDT**  
 Question & Answer End Date **Oct 17, 2012 3:00:00 PM MDT**

Bid Contact **Nikki Sanchez**  
**Purchasing Agent**  
**Division of Purchasing**  
**nsanchez@utah.gov**

Contract Duration **5 years**  
 Contract Renewal **See Specifications**  
 Prices Good for **1 year**

Bid Comments **You are instructed to pay special attention to the RFP language regarding the information to be submitted with your proposal and the format of that information. Evaluation of the proposals received will be in accordance with the evaluation criteria contained herein. Price is therefore, not the only evaluation factor.**  
**Cost will be evaluated independently from the technical proposal. ALL Pricing information must be entered SEPERATELY on Attachment B, Cost Summary Form. Do not insert pricing anywhere in your proposal except Attachment B.**  
**ALL questions concerning this solicitation must be submitted through the BidSync system. Only answers issued through the BidSync system or issued via an authorized and properly issued addendum shall be the official position of the State. Any modification to this procurement effort shall be made by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official position of the State and shall be binding. Anyone submitting a response to this solicitation, with basis in or other communication or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the State.**  
**Proposals submitted in Bid Sync are completely safe. NO ONE can see them until after the proposal deadline. Therefore you do not have to wait until the last minute to submit your proposal; and you may change your proposal any time until the proposal closes. If you have not completed the proposal by the deadline, BidSync will reject your proposal. Please plan well.**

#### Item Response Form

Item **NS13004-01-01 - Dept of Health - Utah Safe Haven Project**  
 Quantity **1 contract**  
 Prices are not requested for this item.  
 Delivery Location **State of Utah**  
No Location Specified  
 Qty **1**

#### Description

The purpose of this request for proposal is to enter into a contract with a qualified not for profit organization or agency to oversee the Utah Safe Haven Project.  
 It is anticipated that this RFP may result in a contract award to a single contractor.



# State of Utah

## Request for Proposal

|                                                                                                                                                                                                                                                |                                                                                                                 |                                                           |                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------|
| Legal Company Name (include d/b/a if applicable)<br><input type="text"/>                                                                                                                                                                       | Federal Tax Identification Number<br><input type="text"/>                                                       | State of Utah Sales Tax ID Number<br><input type="text"/> |                                  |
| Ordering Address<br><input type="text"/>                                                                                                                                                                                                       | City<br><input type="text"/>                                                                                    | State<br><input type="text"/>                             | Zip Code<br><input type="text"/> |
| Remittance Address (if different from ordering address)<br><input type="text"/>                                                                                                                                                                | City<br><input type="text"/>                                                                                    | State<br><input type="text"/>                             | Zip Code<br><input type="text"/> |
| Type<br><input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship<br><input type="checkbox"/> Government                                                                               | Company Contact Person<br><input type="text"/>                                                                  |                                                           |                                  |
| Telephone Number (include area code)<br><input type="text"/>                                                                                                                                                                                   | Fax Number (include area code)<br><input type="text"/>                                                          |                                                           |                                  |
| Company=s Internet Web Address<br><input type="text"/>                                                                                                                                                                                         | Email Address<br><input type="text"/>                                                                           |                                                           |                                  |
| Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <input type="text"/>                                                                                                                                 | Days Required for Delivery After Receipt of Order (see attached for any required minimums) <input type="text"/> |                                                           |                                  |
| The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="checkbox"/> No <input type="checkbox"/> . If no, enter where produced, etc. <input type="text"/> |                                                                                                                 |                                                           |                                  |
| Offeror=s Authorized Representative=s Signature<br><input type="text"/>                                                                                                                                                                        |                                                                                                                 | Date<br><input type="text"/>                              |                                  |
| Type or Print Name<br><input type="text"/>                                                                                                                                                                                                     |                                                                                                                 | Position or Title<br><input type="text"/>                 |                                  |

## NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to [www.bidsync.com](http://www.bidsync.com);
- B. Locate the bid (solicitation) to which you are responding;
  - a. Click the "Search" tab on the top left of the page;
  - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

**1. SUBMITTING THE PROPOSAL:** (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) ([www.bidsync.com](http://www.bidsync.com)) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

**2. PROPOSAL PREPARATION:** (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer's descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

**3. FREIGHT COST:** (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

**4. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

**5. PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.

**6. BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

**7. SAMPLES:** Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

**8. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering

products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

**9. DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

**10. DEBARMENT:** The CONTRACTOR 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 the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

**11. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**12. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov). By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

**13. SALES TAX ID NUMBER:** Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at [www.tax.utah.gov/sales](http://www.tax.utah.gov/sales). The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision Date: 13 JULY 2010 - RFP Instructions)

# STATE OF UTAH



## **SOLICITATION NO. NS13004**

Dept of Health - Utah Safe Haven Project

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RESPONSES DUE NO LATER THAN:

Oct 25, 2012 3:00:00 PM MDT

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RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

[www.bidsync.com](http://www.bidsync.com)

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah  
Division of Purchasing  
3150 State Office Building, Capitol Hill  
Salt Lake City, Utah 84114-1061

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**REQUEST FOR PROPOSAL**  
***Utah Newborn Safe Haven***  
**Solicitation # NS13004**

**PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this request for proposals is to enter into a contract with a qualified not for profit organization or agency to oversee the Safe Haven Project. It is anticipated that this RFP may result in a contract award to a single contractor.

This RFP is designed to provide interested Offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

**BACKGROUND**

In May 2001, a state-wide law under the Utah Code Ann. Sec. § 62A-4a-802 went into effect in Utah allowing birth parent/s to anonymously give up custody of their newborn child without facing any legal consequences. An unharmed newborn may be turned over to any Utah hospital staff, no questions asked. The purpose of the law is to save newborns from injury or death by providing a safe place for them and anonymity for parents.

The project consists of providing outreach and training about the Safe Haven law and its provisions, media opportunities, and maintaining and updating the Safe Haven website, facebook page and twitter media sites. In addition, the project will require development of a volunteer base to educate regarding the law and the project.

**ISSUING OFFICE AND RFP REFERENCE NUMBER**

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it on behalf of the Utah Department of Health. The reference number for the transaction is Solicitation # NS13004. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

**SUBMITTING YOUR PROPOSAL**

By submitting a proposal in response to this RFP, offeror is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood and agreed to. Any exceptions to the content of the RFP must be protested to the purchasing agent prior to the closing date and time for submission of proposal.

**Proposals must be received by the posted due date and time.** Proposals received after the deadline will be late and ineligible for consideration.

The preferred method of submitting your proposal is electronically through BidSync. However,

if you choose to submit hard copies, **one (1) original and three (3) identical copies** of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, Utah 84114-1061. If sending via United States Postal Services (USPS), mail to the State of Utah Division of Purchasing, P.O. Box 141061, Salt Lake City, Utah 84114-1061.

**Please allow sufficient time for delivery. Responses sent overnight, but not received by the closing date and time will not be accepted.**

When submitting a proposal electronically through BidSync, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system.

Electronic proposals may require uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. **Documents containing embedded encryptions cannot be processed by BidSync.** Additionally, the submission of documents containing embedded documents (zip files), mov, wmp, and mp3 files are prohibited. All documents should be attached as separate files.

**Costs will be evaluated independently from the technical proposal, and as such should be submitted separate from the technical proposal. Failure to submit cost separately may result in your proposal being judged as non-responsive. Inclusion of any cost or pricing date within the technical proposal may also result in your proposal being judged as non-responsive.**

### **LENGTH OF CONTRACT**

The Contract resulting from this RFP is a 5 year contract. Beginning date will be determined by the State and the Offeror.

### **PRICE GUARANTEE PERIOD**

**All pricing must be guaranteed for one year (12 months).** Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

### **STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract resulting from this RFP will include, but not be limited to; the **State's Standard Terms and Conditions (see Attachment A)**.

**Although some Standard Terms and Conditions may not be applicable, the Standard Terms and Conditions as put forth in this solicitation are non-negotiable. Any submittal**

containing exceptions to the State's Standard Terms and Conditions may be deemed as non-responsive and may be rejected at the sole discretion of the State. Offerors/bidders shall promptly post questions in BidSync notifying the State of any ambiguity, inconsistency, excessively restrictive requirements, et cetera, in the solicitation document(s). Exceptions and/or questions regarding solicitation specifications / terms and conditions must be resolved prior to the stated Question & Answer end date and time indicated in BidSync.

Exceptions to the solicitation submitted after the questions and answers end date will not be entertained.

### **QUESTIONS**

All questions must be submitted through BIDSYNC. Answers will be given via the BIDSYNC site.

Questions received after the posted Question & Answer Due Date will not be accepted or answered.

### **DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)**

An oral presentation by an Offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Offeror's expense.

### **DEBRIEFING OF UNSUCCESSFUL OFFERORS**

State Purchasing does not conduct face to face or teleconference debriefings. All debriefings are to be conducted in writing. A debrief request must be submitted in writing to the Purchasing Agent within seven (7) calendar days of the award notification or rejection notification made through written correspondence or posted on BidSync. The debrief response will be limited to critiquing the strength/weakness of an offeror's proposal based on the evaluation criteria. The debriefing is intended as a courtesy to offerors, providing feedback to be used for future opportunities. Comparisons between proposals or evaluations of other proposals will not be allowed.

### **PROTECTED INFORMATION**

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

*the following records are protected if properly classified by a government entity:*

*(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);*

*(2) commercial information or non-individual financial information obtained from a person if:*

*(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*

*(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*

*(c) the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;*

\* \* \* \* \*

*(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed; ....*

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the Offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the Division of Purchasing asks the Offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an Offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

### **DETAILED SCOPE OF WORK**

The services to be provided by the successful contractor are described below. The not for profit agency or organization selected must be able to oversee the following activities:

Management:

- § Manage an annual budget of up to \$25,000;
- § Coordinate quarterly Safe Haven Committee Meetings;
- § Attend meetings and take minutes of meetings;
- § Provide reports to UDOH on activities and expenditures;

- § Oversee all program activities.

**Social Marketing:**

- § Coordinate public service announcements for television and radio (English and Spanish);
- § Maintain website and other social media including Facebook and Twitter (English and Spanish);
- § Produce and distribute outreach materials (English and Spanish);
- § Issue press releases as appropriate.

**Training and Education:**

- § Provide training and education to public service agencies (e.g. hospitals, police and fire departments, schools, the Division of Child & Family Services and other pertinent agencies);
- § Provide education and educational materials during health fairs and other community events;
- § Coordinate and train volunteers.

**Grants and Fundraising (specific to the Safe Haven project)**

- § Identify potential grants and other fundraising opportunities;
- § Utilize in-kind donations.

**PROPOSAL REQUIREMENTS AND AGENCY QUALIFICATIONS**

The Offeror must demonstrate: management and fiscal/budget oversight of a similar project; ability to demonstrate not for profit status; experience in providing education and training to the public; and, ability to recruit, organize and train volunteers in representing the Safe Haven project to communities at large. Experience in public outreach and social marketing is required. Experience in working with news media and placing radio and television ads is preferred.

The proposal must describe the background and capabilities of the Offeror and details of how services will be provided.

**PROPOSAL RESPONSE FORMAT**

All proposals must include:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Detailed Response.** This section should constitute the major portion of the proposal and include a point-by-point response, in the order listed:

A brief history of the organization;

Description of management and fiscal/budget oversight of a similar project;

Description of staffing for this project: staff qualifications and supervision of Safe Haven staff;

Describe of the organization's ability to recruit, organize and train volunteers and describe how the organization will recruit, organize and train volunteers in representing the Safe Haven project to communities at large;

Describe the organizations ability to educate agencies and other community resources and include educational opportunities that your organization would implement for the Safe Haven project.

Describe the organization's experience in public outreach social marketing and working with news media, placing radio and television ads and include what organization will complete for the Safe Haven project.

Describe the organization's ability to provide social marketing and print materials in Spanish;

Describe the organization's experience in maintaining social marketing activities and provide an outline of the organization's plan to maintain Safe Haven's social marketing activities;

Describe the organization's experience with grants and fundraising and a plan for finding new funding opportunities specific to the Safe Haven project;

Describe the organization's ability to provide in-kind funding/support specifically for the Safe Haven project;

Provide a timeline for the first year of the contract for each project requirement;

Provide a detailed budget (*Attachment B*);

Provide a copy of organization's not for profit status.

3. **Executive Summary.** The one or two page executive summary is to briefly describe the Offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the Offeror. The reviewer should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached **Cost Proposal Form (see Attachment B)**.

**Failure to submit cost separately may result in your proposal being judged as non-responsive. Inclusion of any cost or pricing data within the technical proposal may also result in your proposal being judged as non-responsive.**

**PROPOSAL EVALUATION CRITERIA**

A committee will evaluate proposals **(see Evaluation Scoresheet)** against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

| <b><u>WEIGHT</u></b> | <b><u>EVALUATION CRITERIA</u></b>                                                                                                                     |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| 20%                  | Experience in Management; Education and Training; Social Marketing; and Grants and Fundraising                                                        |
| 30%                  | Plan to Manage project, Educate and Train staff and the public, Implement Social Marketing activities and find Grants and Fundraise                   |
| 10%                  | Specific Staff Experience including expertise of staff, direct experience with a similar project and demonstrated ability to reach a target audience. |
| 10%                  | Specialized skills including ability to transcribe English to Spanish.                                                                                |
| 30%                  | Cost including a detailed budget not exceeding \$25,000 per year.                                                                                     |

**SAFE HAVEN PROJECT  
SOLICITATION #NS13004  
RFP EVALUATION SCORESHEET**

**Firm Name:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Score will be assigned as follows:**

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

|                                                                                                                                        |                              | <b>Score<br/>(0-5)</b> | <b>Weight</b> | <b>Points</b>                       |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------|---------------|-------------------------------------|
| <b>1. Experience (30 points possible)</b>                                                                                              |                              | ----                   | ----          | ----                                |
| Management & Organizational Capacity                                                                                                   | 5 points possible            |                        | X 1           |                                     |
| Gave Sample of Training & Educating                                                                                                    | 5 points possible            |                        | X 1           |                                     |
| Experience with Social Marketing                                                                                                       | 5 points possible            |                        | X 1           |                                     |
| History Securing Grants & Fundraising                                                                                                  | 5 points possible            |                        | X 1           |                                     |
| <b>2. Plan (20 points possible)</b>                                                                                                    |                              | ----                   | ----          | ----                                |
| Described Staff Members & how they would be supervised                                                                                 | 2 points possible            |                        | X 1           |                                     |
| Described how staff & public will be trained & educated                                                                                | 2 points possible            |                        | X 1           |                                     |
| Detailed Social Marketing activities<br>Looking for inclusion of activities involving website, Facebook,<br>Twitter and mobile devices | 10 points possible           |                        | X 2           |                                     |
| Time Frame for achieving project requirements                                                                                          | 2 points possible            |                        | X 1           |                                     |
| Described Funding Strategies                                                                                                           | 4 points possible            |                        | X 1           |                                     |
| <b>3. Specific Staff Experience (10 points possible)</b>                                                                               |                              | ----                   | ----          | ----                                |
| Expertise of staff involved in similar project                                                                                         | 5 points possible            |                        | X 1           |                                     |
| Demonstrated ability to reach target audience                                                                                          | 5 points possible            |                        | X 1           |                                     |
| <b>4. Specialized Skills (10 points possible)</b>                                                                                      |                              | ---                    | ---           | ----                                |
| Ability to Transcribe English to Spanish                                                                                               | 10 points possible           |                        | X 2           |                                     |
| <b>5. Detailed Budget (Cost) (30 points possible)</b>                                                                                  |                              | ---                    | ---           | ----                                |
| A detailed budget is included and does not exceed \$25,000                                                                             | 30 points possible           | ---                    | ---           | <b>* Inserted by<br/>Purchasing</b> |
| <b>TOTAL EVALUATION POINTS</b>                                                                                                         | <b>(100 points possible)</b> |                        | <b>Total</b>  |                                     |

\* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

**ATTACHMENT A: STATE OF UTAH TERMS AND CONDITIONS  
FOR PROFESSIONAL SERVICES**

1. **AUTHORITY:** Provisions of this contract ("Contract") are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The person or entity contracting with the State under this Contract ("Contractor") and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records shall be retained by the Contractor for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **TIME:** The Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this Contract and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.
6. **TIME IS OF THE ESSENCE:** For all work and services under this Contract, time is of the essence and Contractor shall be liable for all damages to the State of Utah and anyone for whom the State of Utah may be liable, as a result of the failure to timely complete the scope of work required under this Contract.
7. **PAYMENT:**
  - 7.1 Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.
  - 7.2 The contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's purchasing card (major credit card).
  - 7.3 The acceptance by the Contractor of final payment without a written protest filed with the State within ten (10) working days of receipt of final payment shall release the State from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.
8. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
9. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.

- 10. DOCUMENT OWNERSHIP:** Contractor agrees that any work/services and all Deliverables prepared for State, to the extent to which it is eligible under copyright law in any county, shall be deemed a work made for hire, such that all right, title and interest in the work and Deliverables reside with the State. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to the State. Contractor further agrees to provide all assistance reasonably requested by State in the establishment, preservation and enforcement of its rights in such work and deliverables, or subsequent amendments or modifications to such work and deliverables, without any additional compensation to Contractor. Contractor agrees to waive, and hereby, to the extent permissible, waives, all rights relating to such work and deliverables, or subsequent amendments or modifications to such work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use.
- 11. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify," only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.
- 11.1 Status Verification System
- (1) Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302.
- (2) The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- (3) The State will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.
- (4) Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. Section 63G-12-302.
- 11.2 Indemnity Clause for Status Verification System
- Contractor (includes, but is not limited to any Contractor or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Contractor's subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
- 12. CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with Section 67-16-8, Utah Code Annotated, 1953, as amended. Contractor also represents that it has no conflict of interest in performing the services for the State under this Contract, unless such conflict of interest has been disclosed to the State and approval to proceed, notwithstanding the conflict, has been obtained from the State in writing.
- 13. CONTRACTOR AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from the State for these Contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
- 14. INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the acts or negligence of (a) the Contractor, (b) the Contractor's officers, agents, volunteers, or employees, (c) the Contractor's

subcontractors or subconsultants at any tier, or (d) anyone for whom Contractor may be liable but not for claims arising from the State's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

**15. EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. Contractor also agrees to abide by any laws and policies of the State of Utah regarding any of the above mentioned prohibitions in this paragraph.

**16. PERFORMANCE EVALUATION:** The State of Utah may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.

**17. WAIVERS:** No waiver by the State or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.

**18. SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

**19. RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only by written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.

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

## **21. TERMINATION:**

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

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

## **22. INSURANCE:**

22.1 To protect against liability, loss and/or expense in connection with the performance of services described under

this Contract, the Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah and with an A.M. Best rating as approved by the State of Utah Division of Risk Management.

22.2 The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract:

- (1) Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.
- (2) Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.
- (3) Any other insurance described in the solicitation for this Contract, if applicable.

22.3 Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

22.4 The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

23. **STANDARD OF CARE:** The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to the State of Utah for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.
24. **STATE REVIEWS, LIMITATIONS:** The right of the State to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the State, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by the State or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the State of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.
25. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If the Legislature does not appropriate funds for paying the State's obligations on this Contract, or if funding to the State is reduced due to an order by the Governor, or is required by State law, or if Federal funding (when applicable) is not provided, the State may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice to Contractor. If this Contract is terminated, or services and purchase obligations are reduced due to nonappropriation of funds or reduction in funding, as described in the preceding sentence, the State will pay Contractor for services properly performed, and will reimburse Contractor for expenses incurred, as authorized under this Contract, through the date of cancellation or reduction, and this payment shall be Contractor's sole remedy, and the State will not be liable for any future commitments, penalties, or liquidated damages.
26. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from State 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 Contract.
27. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Contractor gives the State express permission to make copies of this Contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

- 28. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.
- 29. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the State.
- 30. DEFAULT AND REMEDIES:**
- 30.1 Any of the following events will constitute cause for the State to declare Contractor in default of this Contract:
- (1) Nonperformance of contractual requirements; or
  - (2) A material breach of any term or condition of this Contract.
- 30.2 Should Contractor be in default under any of the provisions under Subsection 30.1 above, the State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; or (4) Suspend Contractor from receiving future solicitations.
- 31. FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.
- 32. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
- 33. CONFLICT OF TERMS:** In order for any terms and conditions of the Contractor to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Contractor will apply to this Contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the terms and conditions in the Contract, the order of precedence shall be: (1) Attachment A: State of Utah Terms and Conditions; (2) State of Utah Contract Signature Page(s); (3) Additional Terms and Conditions of the State of Utah; (4) Terms and Conditions of the Contractor, if any.
- 34. ENTIRE CONTRACT:** This Contract including all attachments and documents incorporated hereunder, and the related State solicitation documents, if any, constitutes the entire Contract between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.
- 35. DISPUTE RESOLUTION:** In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. The State, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If the State appoints such an expert or panel, State and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

(Revision date: 20 Jan 2012)

**Attachment B****Cost Proposal Form – Expenses**

Please provide us with the projected expenses for the project related to the following line items:

**1. Direct Costs:** **Total Direct Costs**    \$\_\_\_\_\_

Employee Costs \$/\_\_\_\_\_ /Annual Total

§ FTEs \$\_\_\_\_\_

§ Employee Base Rate (each employee) \$\_\_\_\_\_

§ Benefit Costs \$\_\_\_\_\_

Marketing and Outreach Materials \$/\_\_\_\_\_ /Annual Total

§ Print \$\_\_\_\_\_

§ TV and Radio \$\_\_\_\_\_

§ Social Marketing \$\_\_\_\_\_

§ Collateral Marketing Items \$\_\_\_\_\_

Other costs \$\_\_\_\_\_

**2. Indirect costs: (list each and cost)** **Total Indirect Costs:**    \$\_\_\_\_\_

**Total Annual Costs**    \$\_\_\_\_\_

**(Any deviation from this format may result in disqualification of proposal)**

## **Question and Answers for Bid #NS13004 - Dept of Health - Utah Safe Haven Project**

### **OVERALL BID QUESTIONS**

**There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.**

**Question Deadline: Oct 17, 2012 3:00:00 PM MDT**