

STATE OF UTAH

**SOLICITATION NO. PR10002**CONTRACT POSITION TO CONTINUE WORK ON CATS DEVELOPMENT

RESPONSES ARE DUE PRIOR TO:

Jan 13, 2010 3:00:00 PM MST

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:www.bidsync.comRESPONSES MAY BE MAILED OR DELIVERED TO:

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

Bid PR10002
CONTRACT POSITION TO CONTINUE WORK ON CATS
DEVELOPMENT

Bid Number	PR10002
Bid Title	CONTRACT POSITION TO CONTINUE WORK ON CATS DEVELOPMENT
Bid Start Date	Dec 23, 2009 3:58:10 PM MST
Bid End Date	Jan 13, 2010 3:00:00 PM MST
Question & Answer End Date	Dec 30, 2009 10:00:00 AM MST
Bid Contact	Pamela B Rugg Purchasing Agent State of Utah 801-538-3232 prugg@utah.gov
Contract Duration	3 years
Contract Renewal	Not Applicable
Prices Good for	Not Applicable
Bid Comments	All questions must be submitted electronically thru BidSync. Answers will be posted in the same manner.

The preferred method to submit an RFP response is electronically thru BidSync.

Item Response Form

Item	PR10002-1-01 - RENEWAL OF CONTRACT POSITION TO CONTINUE WORK ON CATS DEVELOPMENT
Quantity	1 job
Prices are not requested for this item.	
Delivery Location	State of Utah <u>No Location Specified</u>
	Qty 1
Description	CONTRACT POSITION TO CONTINUE WORK ON CATS DEVELOPMENT



State of Utah

Request for Proposal

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

Type or Print Name	Position or Title

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;
- 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) 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 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

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. 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: 3 Nov. 2009 - RFP Instructions)

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1.0 Purpose of this Request for Proposal (RFP): The purpose of this RFP is to enter into a contract with a qualified firm to provide information technology consulting services for the Utah Department of Workforce Services. The Department of Technology Services provides information technology support to the Utah Department of Workforce Services and other executive branch state agencies. The specialized information technology consulting services needed for this project at the Utah Department of Workforce Services are to:

- Develop new software and enhancements for the Contributions Automated Tax System (CATS)
- Provide on-going support of the CATS system
- Analyze and make recommendations for improving performance and functionality in CATS
- Conduct troubleshooting and problem resolution for CATS
- Assist the users and other developers with the design of the functions and features as needed
- Provide training and mentoring to DTS/DWS developers
- Provide status reports to management and supervisors
- Be available to support operations at off hours

It is anticipated that this RFP may result in a **single award contract award to one 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.

1.1 Background: The consultant will support the Department of Technology Services (DTS) to provide IT services to the Utah Department of Workforce Services. The Mission of the Utah Department of Workforce Services (Department) is to provide employment and support services for our customers to improve their economic opportunities.

2. Requirements of Proposed Consultant (Required Skills):

The Department expects the selected contractor(s) to have expert level information technology experience and skills with:

- Must have Minimum of 10 years Delphi experience
- Must have Experience with Delphi 2007
- Must have Experience with Delphi 2010
- Must have Experience with Delphi Prism
- Must have experience with writing Delphi Components and Packages
- Must have experience using dbExpress in Delphi
- Must have experience with RAVE Reports and the NDR File format.
- Must have experience with Multi-threaded programming in Delphi
- Must have experience with Web Services with Delphi Win32 & Prism

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- Must have experience developing against Oracle 10g using Delphi via dbExpress
- Must have experience developing Oracle Packages, Stored Procedures & Functions
- Must have experience managing Oracle Tables, Triggers, Indexes, Synonymous, and Sequences.
- Must have experience with TWAIN, and Image Processing libraries.
- Must have experience with Ranger Check Interface
- Must have experience with BMI Imaging System.
- Must have experience with and the ability to work with end users to gather requirements and offer support
- Must be able to work in a team environment and have good communication skills
- In addition to the above, the consultant must be available for off-hours support of production systems as needed by the circumstances.

Other Special Requirements:

Consultants are required to be a U.S. citizen and must pass a Utah Department of Technology Services criminal background check.

Other Clarifications:

The state anticipates the need **one consultant** for this project.

Firms may propose no more than 1 consultant from the same firm.

The expectation is that the proposed consultant will possess the required skills in a single individual. These skills are not to be interpreted as a requirement of the qualified contracting firm that may be met by sending multiple individuals, but should be interpreted as being possessed by each individual proposed to provide the services.

Telephone interviews are acceptable.

Off-shore work is not allowed. All consulting services will be rendered at the Utah location specified. Some telecommuting arrangements may be arranged depending on assigned tasks and need for customer and peer interaction.

Scope of Work:

The contractor will work on a team that works directly with CUBS, CATS, UWORKS, and data warehouse applications to create, modify and enhance processes and performance.

The contractor will be available to a variety of managers (CUBS, CATS, UWORKS, and data warehouse) for consultation with the approval of the assigned contract manager.

3.0 Submitting Your Proposal: 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.

3.1 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 Technology

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Services. The reference number for the transaction is PR10002. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

3.2 Submission of Your Proposal on Time: Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

3.3 Preferred Method for Submitting Your Proposal: The preferred method of submitting your proposal is electronically through BidSync. BidSync is at the following Internet URL:
<http://purchasing.utah.gov/vendor/bid.html>

However, if you alternatively choose to submit your proposal in hard copy format, vendors must submit one original and five (5) identical copies of your proposal must be received no later than (NLT) **3pm Wednesday, January 13, 2010** at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Also, if you submit your proposal in paper form, please also provide one (1) CD electronic Adobe PDF or Microsoft Word file format of your proposal that can be used to build the contract. Proposals received after the 3pm Wednesday, January 13, 2010 deadline, either via BidSync or in paper form, will be late and ineligible for consideration.

3.4 Proposal Preparation and Submission Instructions:

* Organization of Proposal. In order to be deemed responsive to this RFP, all proposals must be organized with labels for the following headings:

RFP Form: The State's Request for Proposal (RFP) form completed and signed.

Executive Summary: The one or two page executive summary is to briefly describe the Offeror's proposal. The summary should highlight major features of the proposal. It must indicate any requirements that cannot be met by the Offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information reports should be identified in this section.

Summary Assessment of Products to be Provided / Work to be Performed: Provide a complete narrative of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate that the Offeror understands the desired overall performance expectations. Clearly indicate any options or alternatives propose.

Detailed Response: This section should constitute the major portion of the proposal and must contain at least the following information:

Point by Point Description of Proposed Solution's Qualifications matched to the RFP

Mandatory Requirements: The primary determinant to be used for mandatory qualification scoring will be a point by point description of how the Offeror's proposed solution meets the stated mandatory qualifications, so that each requirement listed in the RFP's mandatory qualifications is matched with the vendor's proposal description. It is not the State's intention to search through product brochures or chronological resumes to attempt to make a determination whether the proposed solution meets the required business needs that we listed in this RFP.

Chronological Resumes of Proposed Consultant's Education and Experience: As a secondary support any proposed Consultant's claimed education and experience, a customary chronological

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resume listing in detail the proposed consultant's education, professional training and certifications, and chronological experience must also be provided.

References: Provide references of other product solutions that your firm provided or work performed with the State or other organizations. Any references must include the following information for each reference given:

Customer name, current postal address, current e-mail address, name, position title, and current telephone number of the principal contact.

Specific written authorization from the referenced organization that will allow the Department of Technology Services to conduct an adequate reference check.

A brief description of the solution provided or work performed by the proposed vendor for the referenced organization, in sufficient detail to allow a normal reference check telephone conversation.

Failure to provide sufficient information as stated above so as to allow us to conduct a normal reference check of the claimed qualifications may result in disqualification of your proposal. If the Department of Technology Services determines that proposal reference material is deficient, the Department of Technology Services will contact the Offeror and let them know what is deficient, and it is the responsibility of the Offeror to resolve this issue within two business days after such notice of reference check problems encountered before the Proposal will be disqualified.

3.5 Cost Proposal: Cost will be evaluated independently from the technical proposal. Please enumerate all costs. Hourly consulting services must be quoted as a **fully loaded hourly cost** that includes all travel and other expenses within the hourly proposed cost. Rates must be inclusive of all travel expenses, if any.

COST PROPOSAL

Bidder Name: _____

List the name, job title and hourly rate for proposed consultants:

Name: _____ Title: _____ \$ _____ / hour

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

3.6 The Potential Contract: A contract may be established with the Offeror(s) whose proposal(s) has been determined to be the "best value" for the State. There is no guarantee that contract(s) will be awarded, or that any future contract extensions will be awarded. The State reserves the right to cancel this solicitation at any time and not award a contract if it is in the best interest of the State.

3.7 Potential for Single / Multiple Award Contract(s): It is anticipated that this RFP will result in a single award contract to one firm.

3.8 Length of Potential Contract: The initial contract resulting from this RFP may be awarded for a period of five (5) years.

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Potential Extension(s) to Initial Contract: The contract may be extended beyond the original contract period for up to three (3) – one (1) year each contract extensions, at the State’s discretion and by mutual agreement. **Proposed pricing must be provided in your proposal to cover this optional contract extension period.**

3.9 Price Guarantee Period: All pricing must be quoted and guaranteed for the entire term of the contract, including potential contract extensions. If price changes are anticipated in the time periods following the initial term of the contract, they must be specifically described in the vendor’s proposal pricing summary.

3.10 Proposed Contract Terms and Conditions: Any contract resulting from this RFP will include the State’s Modified Terms and Conditions, included at paragraph 3.27 of this RFP. Any contract resulting from this RFP will also include the Department of Technology Services (DTS) Contract Terms and Conditions (T&C’s), at paragraph 3.28 of this RFP.

3.11 MANDATORY: Offeror’s Response to the Proposed T&C’s: Offeror proposals must either: (1) indicate vendor acceptance of the State and DTS T&C’s exactly as presented in this RFP, or (2) if the vendor is proposing different terms and conditions, the vendor proposal submitted in response to this RFP must specifically list word for word the vendor’s proposed wording for the specific T&C change requested as the vendor would like them to read.

3.12 State’s Option to Reject Proposals with Material T&C Deviations: If the Offeror’s proposed terms and conditions materially deviate from the State’s proposed State and DTS contract terms and conditions, the State of Utah reserves the right to reject the vendor’s proposal for this reason, and make the contract award to the next highest scoring vendor’s proposal.

3.13 Offeror’s Right to Negotiate Changes to Proposed T&C’s: Minor deviations in contract terms and conditions proposed by vendors may be negotiated following issuance of the State’s proposed contract award letter, which has been our practice in the past, and continues to be our practice. The State’s Contracts Analysts have extensive experience negotiating contract terms and conditions (T&C’s) with the legal and contract departments of multinational, national, and local firms who have contracted with the State in the past, and plan to continue do so with future vendors unless the requested deviations are excessive or something that the State will just not agree to, in which case the previously described option to reject proposals with material T&C deviations may be exercised.

3.14 Questions about the RFP: All questions must be submitted through BidSync. Answers will be given via the BidSync site. Questions received after **December 30, 2009** may not be answered.

3.15 Discussions with Offerors (Oral Presentation): An oral presentation by the 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 Offerors expense.

3.16 Proprietary Information in Your Proposal: The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, 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 63-2-308 (Business Confidentiality Claims);

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

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(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 63-2-308;

* * *

(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;

To protect information under a Claim of Business Confidentiality, the Offeror must: provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to the state, and include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).

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.

In non-legalese, this means that the Utah State Procurement Board's recent decision to make all bids, not just the winning Offeror's contract, public information is applicable to Offeror's proposals submitted in response to this RFP.

3.17 Bonding Requirements: Not required for this solicitation.

3.18 Terminology Definitions: This section contains definitions throughout this document, including appropriate abbreviations.

* Contractor: Successful Offeror who enters into a binding contract.

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- * **Determination:** A decision by Department's Source Selection Evaluation Team, and endorsed by the Procurement Manager, including finding of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.
- * **Desirable:** The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").
- * **Evaluation Team Recommendation:** A written recommendation prepared by the Procurement Manager and the evaluation team for submission to State Purchasing for contract award, containing all written determinations resulting from the evaluation of proposals, based on predetermined criteria.
- * **Finalist:** An Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors are sufficiently high to qualify that Offeror for further consideration by the evaluation team.
- * **Mandatory:** The terms "must", "shall", "will", "is required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.
- * **Offeror:** Any person, corporation, partnership, or joint venture that chooses to submit a proposal.
- * **Procurement Manager:** A person or designee authorized by the Agency to manage or administer procurements requiring the evaluation of competitive sealed proposals.
- * **Request for Proposals:** An "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- * **Responsible Offeror:** Offeror who submits a responsive proposal and who has furnished, as required, data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.
- * **Responsive Offer or Responsive Proposal:** Offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.
- * **Source Selection Evaluation Team (SSET):** Body or committee appointed by Utah Department of Technology Services management, consisting of at least three members, to perform the evaluation of Offeror proposals.

3.19 Anticipated Overall RFP Process, Award, and Contract Completion Timeline:

Projected Completion Date	Project Task Completion
A December 23, 2009	State Purchasing Issues RFP to Vendor Community
B December 30, 2009	Vendor Questions Due about RFP (electronic submissions)
C January 4, 2009	DTS Contract Analyst Prepares Question / Answers, State Purchasing Issues Answers via BidSync.

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D	January 13, 2010	Vendor Proposals Due at State Purchasing no later than 3 pm Wednesday, January 13, 2010.
E	January 20, 2010	* RFP Evaluation Committee Provides Scoring to DTS Contract Analyst * DTS Contract Analyst Reviews Proposals and Technical Evaluation Scoring by RFP Evaluation Committee * DTS Contract Analyst Completes Price Evaluation Scoring * DTS Contract Analyst Sends Recommendations to State Purchasing
F	January 27, 2010	State Purchasing Completes Review / Issues Notice of Intent to Award / Vendor Notifications
G	February 3, 2010	DTS Contract Analyst Prepares Contract(s)
H	February 4, 2010	Vendor Signs Contract
I	February 18, 2010	DTS Executive Director, State Chief Procurement Officer, State Finance signature approvals on contract
J	February 22, 2010	Consultant can start work, as arranged by the CATS Project Manager.

3.20 Project Work Issues / Project Management:

Project Work Location / Facilities to be provided by the Department. For the duration of this project, the Utah Department of Technology Services (DTS) will provide Offeror's professional staff working on-site with working space, computer equipment, networking connections, desk,, and related services at the Utah Department of Technology Services – Utah Department of Workforce Services, 140 E 300 S, Salt Lake City, Utah 84111

Offeror's Commencement of Work. Work must commence as soon as reasonably possible following contract award, without any unnecessary delay. The Department will coordinate with the successful Offeror(s) to ensure that authorized contact personnel are identified and contact information exchanged.

Department Project Oversight and Coordination Manager. The Utah Department of Technology Services shall designate a Department Project Oversight and Coordination Manager, who will be responsible for coordination with the consultant for day to day activities under the contract. The Department Project Oversight and Coordination Manager's responsibilities shall include, but are not limited to: review and acceptance of vendor tasks and deliverables; resolution of system design or other

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project issues needed by the vendor on behalf of the Department; and also serve as the primary Department contact with the contractor.

Project Status Reports. The Contractor is required to provide the Department Project Oversight and Coordination Manager with weekly status reports on project progress, exceptions, scheduling and staffing, and any issues needing timely resolution to assure the system / services are placed into production by the scheduled date.

Invoicing: The Contractor awarded the contract, providing the consultant and performing the services shall submit invoices for authorization to pay to:

Utah Department of Technology Services – Utah Department of Workforce Services

Attn: Bryan Kasteler
Utah Department of Workforce Services
140 East 300 South, 6th Floor
Salt Lake City, Utah 84111

Electronic Invoicing is preferred and they can be emailed to: BKASTEL@utah.gov

The contract number must appear on all invoices submitted for payment.

3.21 Proposal Evaluation and Selection Procedures:

Review of Your Proposal: Once proposals have been received, they will be initially reviewed for Offerors meeting the stated qualification requirements and for responsiveness to the proposal submittal requirements identified in the RFP. Proposals meeting these requirements will be considered responsive to the RFP, and will then be evaluated to determine “best value”, using the Evaluation Criteria.

Objective. The objective of the proposal evaluation and selection process is to select the Offeror whose proposed candidate have the highest degree of reliability and whose performance can be expected to best meet the State’s requirements at the lowest overall cost to the State.

Initial Evaluation. Each proposal will first be evaluated against the mandatory proposal requirements. Proposals that fail to comply with mandatory requirements will be rejected and will not receive further consideration.

Detailed Evaluation. A detailed scoring evaluation will be conducted for those proposals that have passed the initial evaluation. The scoring evaluation will be accomplished in a consistent, uniform manner for all proposals. A Source Selection Evaluation Team will be established. Members of the team will score each proposal according to pre-established evaluation criteria and weights for relative importance. Scores from each team member will be combined into a composite score for each offer.

3.22 Source Selection Evaluation Team: The team will be composed of at least three evaluators.

3.23 Evaluation Criteria: The following criteria with associated weights shall be used in the detailed evaluation.

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Scores will be assigned as follows:	Score	Maximum Potential Points
Programming Skills (30 points possible) If candidate does not meet requirements in point by point response they will be awarded a score of zero. Score will then be determined by results of interview and/or review of the resume.		30
Database Skills (25 points possible) If candidate does not meet requirements in point by point response they will be awarded a score of zero. Score will then be determined by results of interview and/or review of the resume.		25
Team and Communication Skills (15 points) If candidate does not meet requirements in programming skills and database skills sections above, they will be awarded a score of zero, as we will not Interview these candidates to determine this score.		15
Cost - To be completed by DTS Contract Analyst / State Division of Purchasing (30 points possible) 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).		30
TOTAL SCORE:		100

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3.24 Selection of the Winning Proposal:

Offeror(s) Achieving Highest Score. The Offeror achieving the highest overall score will be selected for contract award.

Notification to Unsuccessful Offerors. Unsuccessful Offerors will be notified in writing.

Formal Debriefings. A formal debriefing of the Offeror's proposal evaluation is not planned. Written questions pertaining to the successful Offeror's proposal are permitted and will be answered promptly in writing.

3.25 Contract Award: The State of Utah's Division of Purchasing and General Services will complete the contract award. The Department of Technology Services – Contracts unit will negotiate and finalize the contract with the vendor.

3.26 The Potential Contract: The contract will consist of the contract signature page, which includes the contract parties; a description of the general purpose of contract; the contract period, including optional extensions; the contract amount; and reference inclusions to the attachments made part of the contract, described below:

Attachment A: State of Utah Modified Terms and Conditions

Attachment B: Contract Pricing and Payment Schedule.

Attachment C: Department of Technology Services (DTS) Standard Terms and Conditions.

Attachment D: Scope of Work, which includes Vendor's Proposal in Response to RFP, RFP Addenda (if any), and the RFP.

Attachment E: (If any) Vendor Terms and Conditions – this includes any proposed professional services agreements, software support agreements, software license agreements, etc.

3.27 The Proposed State Terms and Conditions to be included in potential contract:

Attachment A: State of Utah Modified Terms and Conditions: The State of Utah plans to use the following State contract terms and conditions (T&C's) in any contracts that may result from this RFP. (Additional Department of Technology Services T&C's are described in paragraph 3.28 of this RFP.). Please note: For consulting services (only) contract, clauses 16 and 18 are normally deleted.

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ATTACHMENT A: STATE OF UTAH MODIFIED TERMS AND CONDITIONS

(Note: Changes have been made to State T&C # 16, # 18, and # 26)

1. **AUTHORITY:** Provisions of this 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 Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
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. **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.

5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror 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 UCA Section 63G-11-103.
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 Section 63G-11-103 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.

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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 UCA Section 63G-11-103.

5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer 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) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **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 67-16-8, Utah Code Annotated, 1953, as amended.
7. **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.
8. **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 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 the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 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 March 17, 1993, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, 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.

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11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **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 State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, 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 the 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 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.
14. **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 funding to the State is reduced due to an order by the Legislature or 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. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. 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.
16. **WARRANTY:** Clause Deleted – This is a fee for hourly services consulting services contract.
17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the 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 will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
18. **DELIVERY:** Clause Deleted – This is a fee for hourly services consulting services contract. .
19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices,

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freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

20. **PAYMENT:** 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. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
21. **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 un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
22. **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.
23. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. 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; 4. Suspend Contractor from receiving future solicitations.
24. **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 the contract.
25. **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).
26. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions 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 contract terms and conditions, the order of precedence shall be: 1. *Attachment A: State of Utah Modified Terms and Conditions*; 2. *State of Utah Contract Signature Page(s)*; 3. *Attachment C: Department of Technology Services Terms and Conditions*; 4. *Attachment B: Contract Pricing and Payment Schedule*; 5. *Attachment D: Vendor's Proposal in Response to the RFP, RFP Addenda (if any) and the RFP*; 6. *Attachment E: Contractor Terms and Conditions (if any)*.
27. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings

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between the parties, whether oral or written. The terms of this Agreement 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 Agreement shall prevail in any dispute between the terms of this Agreement 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 Agreement.

(Revision date: 4 June 2009 as modified by DTS on July 14, 2009)

3.28 The Proposed Department of Technology Services Terms and Conditions to be used in potential contract: Attachment C - Department of Technology Services Terms and Conditions. The State of Utah plans to use the following Department of Technology Services contract terms and conditions (T&C's) in any contracts that may result from this RFP. (Additional State T&C's are described in paragraph 3.27 of this RFP, and both will be included in the contract). Please note: For consulting services contracts, clause 11 can be modified in contract negotiations to exclude any "tools" (proprietary vendor software used for consulting services engagements) that the State does not pay to have developed. Also, the background check clause (T&C # 24) for consultants working on state premises is enforced without exception.

ATTACHMENT "C" TO CONTRACT

UTAH DEPARTMENT OF TECHNOLOGY SERVICES (DTS)

DEPARTMENT STANDARD TERMS AND CONDITIONS

1. **NOTICE:** Wherever under this contract one party is required to give formal notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case a signed receipt shall be obtained), or three days after date sent if sent by registered or certified mail, return receipt requested. Formal Notices to the Contractor and to the State shall be addressed as follows:

Contractor:	State of Utah:
Contact Person and Contractor Address as	Contracts Manager
Indicated on Signed FI-84 State of Utah	Department of Technology Services
Contract (Cover) Page of this Contract	1 State Office Building, 6 th Floor
	Salt Lake City, Utah 84114

2. **WAIVER:** The waiver by either party of any provision, term, covenant or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant or condition of this Contract.

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3. **REDUCTION OF FUNDS:** (N/A to Open-Ended Contracts): The maximum amount authorized by this contract shall be reduced or contract terminated if required by Federal/State law, regulation, or action or there is significant under utilization of funds, provided the Contractor shall be reimbursed for all services performed in accordance with this contract prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in amount of services to be given by the Contractor. The Department will give the Contractor thirty (30) days notice of reduction.

4. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State the need to suspend the work, but not terminate the contract, this will be done by written NOTICE, which meets the NOTICE requirements of this contract. The work may be reinstated upon advance written NOTICE from the State, to recommence as mutually agreed between the parties. The State understands any such suspension of the work may affect both the time of performance and price to complete the work when reinstated.

5. **WORKERS' COMPENSATION:** The Contractor shall take out, furnish proof, and maintain during the life of this contract workers' compensation insurance for all its employees employed at the site of the project in Utah, and in the event any work is subcontracted, the Contractor agrees to require any of its Subcontractors to similarly provide and furnish proof of workers' compensation insurance for all the latter's employees employed on any site of the project in Utah.

6. **CONFLICT OF INTEREST WITH STATE EMPLOYEES:** In addition to the provisions of State T&C Clause 5, the Contractor certifies, through the execution of the contract, that no person in the State's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The CONTRACTOR will not hire or subcontract with any person having such conflicting interest.

7. **THIRD PARTY CLAIMS INDEMNIFICATION:** Contractor agrees to indemnify the State against third party claims for infringement for materials created and furnished by Contractor, for claims for death, bodily injury, or tangible property damage.

8. **INVOICES:** Each invoice must contain a unique invoice number and a customer account number, detail of work completed (e.g. time x rate) on the contract. The State reserves the right to correct invoices not in accordance with this Contract.

9. **PAYMENT BY THE STATE / INTEREST ON LATE PAYMENTS:** Payments to the Contractor shall generally be made within thirty (30) days of receipt by the State of an accurate invoice and receipt in Finance of the responsible State Project Manager's certification of acceptable completion of work, presuming receipt by the State of a correct, detailed invoice from the Contractor. Utah's Prompt Payment Act, UCA §15-6-2 requires payment within 60 days after receipt of the invoice covering the delivered items or services. If the State's payment is more than 60 days late, interest shall accrue and be charged on payments overdue starting on the 61st day that the State's payment may be overdue, until paid, unless this is a disputed payment. UCA §15-6-3 allows late payment interest at 2% above the rate paid by the IRS on refund claims.

The State's payment of invoices shall be sent via mail, or may be paid electronically at the discretion of the State.

10. **EMPLOYMENT PRACTICES OF CONTRACTOR:** In addition to Employment Practices Clause requirements stated in State T&C Clause 8, the following equal opportunity provisions apply to this contract. The Contractor agrees to abide by the provisions of:

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Section 188 of the Workforce Investment Act of 1998 (WIA) (29 USC 2938), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against discrimination to beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity; and

Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in education programs.

11. **COPYRIGHT:** The contractor agrees that any and all Deliverables prepared for the Department, to the extent to which it is eligible under copyright law in any country, shall be deemed a work made for hire, such that all rights, title and interest in the work and Deliverables reside with the Department. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State Government purposes, such software, modifications and documentation. 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 Department. Contractor further agrees to provide all assistance reasonably requested by Department in the establishment, preservation, and enforcement of its rights in such work and Deliverables, without any additional compensation to Contractor. Contractor agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to the 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 or subsequent modifications.

12. **LIABILITY INSURANCE:** The Contractor agrees to provide and to maintain during the performance of the contract, at its sole expense, a policy of liability insurance. The limits of the policy shall be no less than \$500,000.00 for each occurrence and \$1,000,000.00 aggregate. The Contractor further agrees to provide the Contracts Manager for the Department of Technology Services with proof of adequate insurance coverage, in accordance with the NOTICE provisions of this contract.

It shall be the responsibility of the Contractor to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the Contractor. Evidence of the subcontractor's insurance coverage shall also be provided to the Contracts Manager for the Department of Technology Services, also in compliance with the NOTICE provisions of this contract.

13. **CITING DEPARTMENT IN ADVERTISING / PUBLICITY:** The Contractor agrees to give credit to the Department of Technology Services (DTS) and the Utah Department of Workforce Services for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the DTS Public Information Officer. Any publicity given to the project or services provided herein shall identify the Department of Technology Services as sponsoring agency and shall not be released without prior written approval by the DTS Project Manager.

14. **STATE AGENCY WEB SITE BRANDING:** The Contractor agrees to allow the Department of Technology Services to utilize its DTS logo, or a newer version if replaced in the future, on websites produced under terms of this contract. Contractor further agrees to allow state agencies that DTS is ultimately providing consulting services for, such as UDOT, Workforce Services, Tax Commission, etc. to also utilize their own Department web site branding and logo, if requested by that state agency.

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15. **DRUG-FREE WORKPLACE:** The Contractor understands that the Department provides a drug-free workplace in accordance with all federal and state laws and regulations. The Contractor agrees to abide by the Department's drug-free workplace policies while on State of Utah premises and the Department of Technology Services will provide the Contractor with a copy of these written "drug-free workplace policies".

16. **OVERPAYMENT / UNDERPAYMENT AUDIT EXCEPTIONS / ADJUSTMENTS /**

DISALLOWANCES: The Contractor agrees that if during or subsequent to the contract performance, a CPA audit, or a State agency audit determines that payments were incorrectly reported or paid, the Department may adjust the payments. In contracts, which include a cost reimbursement budget, Contractor expenditures to be eligible for reimbursement must be adequately documented. The Contractor will, upon written request, immediately refund any overpayments determined by audit and for which payment has been made to the contractor, to the Department. The Contractor further agrees that the Department shall have the right to withhold any or all-subsequent payments under this or other contracts that the Contractor may have with the State until recoupment of overpayment is made. The Department agrees to promptly notify the Contractor in the event any underpayments on this contract are discovered.

17. **OWNERSHIP, PROTECTION, AND USE OF STATE OF UTAH, STATE OF UTAH CLIENT, OR**

STATE OF UTAH EMPLOYEE RECORDS: Except for confidential medical records held by direct care providers, the State shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this Contract. The Contractor may not use, except in meeting its obligations under this contract, information gathered, reports developed, or conclusions reached in performance of this Contract without the express written consent of the State. The improper use or disclosure by any party of any information concerning a State of Utah client, or a State of Utah employee for any purpose not directly connected with the administration of the Department, or the Contractor's responsibilities with respect to services purchased under this agreement, is prohibited except on written consent of the state agency employee, state agency client, their attorney, or their responsible parent or guardian. The Contractor will be required to sign a Confidential Information Certification form in situations where they will be given access to confidential computerized records. The Contractor agrees to maintain the confidentiality of records it holds as agent for the State as required by GRAMA, or other applicable federal or state law. The State of Utah shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Contractor under the Contract. The Contractor, and any subcontractors under its control, expressly agrees not to use confidential client, or confidential federal, state, or local government data furnished for purposes of contract performance, without prior written permission from the Project Manager for the Department of Technology Services, and appropriate officials of the State Agency.

18. **OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:**

The improper use or disclosure by any party of protected internal Federal or State business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by the Contractor, Contractor's employees, or their Subcontractors, unless prior written consent has been obtained in advance from the Project Manager for the Department of Technology Services.

19. **OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT**

TERMINATION OR COMPLETION: All documents and data pertaining to work required by this contract will be the property of the STATE and must be delivered to the STATE within 10 working days after termination or completion of the contract, regardless of the reason for contract termination, and without restriction or limitation to their future use. Any State data that may be returned under provisions of this clause must either be in the format as

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originally provided, or in a format that is readily usable by the State or that can be formatted in a way that it can be used. Costs for all of these described items will be considered as included in the basic contract compensation of the work described.

20. CODE OF CONDUCT: The Contractor agrees to follow and enforce the Department of Technology Services Code of Conduct. If Contractor is working at facilities controlled by other State agencies, Contractor agrees to follow and enforce the Code of Conduct of these other State Agencies when Contractor is providing services at these facilities under provisions of this contract. The Contractor will assure that each employee or volunteer under Contractor's supervision receives a copy of such Code of Conduct, and a signed statement to this effect must be in each Contractor or Subcontractor employee's/volunteer's file and is subject to inspection and review by the Department monitors. Department of Technology Services agrees to provide Contractor with a copy of any applicable codes of conduct. If a Contractor or Subcontractor is working at any state agency which has a Code of Conduct applicable to this Contract, the Department of Technology Services Project Manager will provide Contractor with a copy in advance of Contractor's on-site contract services performance.

21. TERMINATION UPON DEFAULT: In the event this contract is terminated as a result of a default by the Contractor, the Department may procure or otherwise obtain, upon such terms and conditions as the Department deems appropriate, services similar to those terminated, and Contractor shall be liable to the Department for any and all damages arising there from, including, but not limited to, attorneys' fees and excess costs incurred by the Department in obtaining similar services..

22. CONTRACTOR'S RESPONSIBILITIES / QUALITY OF WORK: The Department will enter into contractual agreement with the Contractor only. The Contractor shall be responsible for all services as required by the RFP/bid. Contractor warrants that all services shall be performed in a professional and workmanlike manner consistent with best industry practice and in accordance with the Statement of Work.

23. PAYMENT WITHHOLDING: The Contractor agrees that the adequate reporting, record keeping, and compliance requirements specified in this contract are a material element of performance and that if, in the opinion of the Department, the Contractor's record keeping practices, compliance, and/or reporting to the Department are not conducted in a timely and satisfactory manner, the Department may withhold part or all payments under this or any other contract until such deficiencies have been remedied. This includes, but is not limited to, Contractors failure to timely provide to the Department of Technology Services Contracts Manager the Contractor's proof of adequate insurance coverage, or Contractor's failure to provide timely invoicing, and/or other requirements described elsewhere within this contract. In the event of the payment(s) being withheld, the Department agrees to provide ten (10) day advance NOTICE to the Contractor of the deficiencies that must be corrected in order to bring about the release of withheld payment. Contractor shall have ten (10) days thereafter to correct the cited reporting or record keeping practice deficiencies.

24. CONTRACTOR ACCESS TO SECURE STATE FACILITIES / CRIMINAL CONVICTION INFORMATION / FORMER FELONS: The Contractor shall provide (at its own expense) the Department with sufficient personal information about its agents or employees, and the agents and employees of its subcontractors (if any) who will enter upon secure premises controlled, held, leased, or occupied by the State during the course of performing this contract so as to facilitate a criminal record check, at state expense, on such personnel by the Department. "Sufficient personal information" about its agents or employees, and the agents and employees of its subcontractors (if any) means for the Contractor to provide to the State Project Manager, in advance of any on-site work, a list of the full names of the designated employees, including their social security number, driver license number and state of issuance, and their birth date. Thereafter, on their first site visit, each contractor employee

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expected to work on-site shall be fingerprinted by the State, and the State is authorized to conduct a federal criminal background check based upon those fingerprints and personal information provided. Contractor, in executing any duty or exercising any right under this contract, shall not cause or permit any of its agents or employees, and the agents and employees of its subcontractors (if any) who have been convicted of a felony and certain misdemeanors to enter upon any premises controlled, held, leased, or occupied by the Department. A felony and misdemeanor are defined by the jurisdiction of the State of Utah, regardless of where the conviction occurred.

(July 1, 2009 version)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this 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 Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
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. **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 for Bids nor to the Multi-Step Process.

5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror 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 UCA Section 63G-11-103.
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 Section 63G-11-103 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 UCA Section 63G-11-103.

5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer 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) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **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 67-16-8, Utah Code Annotated, 1953, as amended.
7. **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.
8. **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 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 the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 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 March 17, 1993, which prohibits sexual harassment in the work place.

10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, 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.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **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 State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, 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 the 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 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.
14. **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 funding to the State is reduced due to an order by the Legislature or 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. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. 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.
16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the 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 will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
18. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** 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. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

21. **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 un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
22. **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.
23. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. 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; 4. Suspend Contractor from receiving future solicitations.
24. **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 the contract.
25. **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).
26. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions 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 contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
27. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement 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 Agreement 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 Agreement shall prevail in any dispute between the terms of this Agreement 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 Agreement.

(Revision date: 3 Nov. 2009)

Question and Answers for Bid #PR10002 - CONTRACT POSITION TO CONTINUE WORK ON CATS DEVELOPMENT

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: Dec 30, 2009 10:00:00 AM MST