

STATE OF UTAH



SOLICITATION NO. NO9009

Grant Writer Consultants for Small Businesses Applying for Assistance with USTAR

RESPONSES ARE DUE PRIOR TO:

Oct 1, 2008 3:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

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

Bid NO9009

Grant Writer Consultants for Small Businesses Applying for Assistance with USTAR

Bid Number	NO9009
Bid Title	Grant Writer Consultants for Small Businesses Applying for Assistance with USTAR
Bid Start Date	Sep 9, 2008 5:48:09 PM MDT
Bid End Date	Oct 1, 2008 3:00:00 PM MDT
Question & Answer End Date	Sep 22, 2008 11:00:00 AM MDT
Bid Contact	Nancy Orton Purchasing Agent Administrative Services
Contract Duration	2 years
Contract Renewal	2 annual renewals
Prices Good for	See Specifications
Bid Comments	Please see attached detailed specifications. ----- Questions concerning this solicitation should be submitted via the RFP Depot electronic system. ----- If you have any trouble submitting your response or attaching documents in the RFP Depot site, please contact Vendor Customer Support at (801) 765-9245.

Item Response Form

Item	NO9009-1-01 - Grant Writer Consultants for Small Businesses Applying for Assistance from USTAR
Quantity	1 contract
Prices are not requested for this item.	
Delivery Location	State of Utah
	<u>See Specifications for Details</u>
	*
	* UT *
	Qty 1

Description

The purpose of this Request for Proposal is to enter into separate contracts with multiple qualified grant writer consultants on a consulting basis to assist in grant solicitation searches, and/or grant proposal preparation, completion, editing and submission for small businesses competing for Small Business Innovation Research (SBIR) program and/or Small Business Technology Transfer (STTR) program research and development topic awards, per the attached detailed specifications.

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 Representative=s Signature 	Date 		
Type or Print Name 	Position or Title 		

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 RFP Depot, LLC (www.rfpdepot.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via RFP Depot, LLC. (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 RFP Depot 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/main/Contractinfo/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 www.purchasing.utah.gov/main/index.php?module=Pagesetter&func=viewpub&tid=1&pid=13. (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 63-56-404 and 63-56-405, 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 13 September 2007 - RFP Instructions)

Request for Proposal

USTAR SBIR/STTR Assistance Program

Solicitation N09009

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PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal is to enter into separate contracts with multiple qualified grant writer consultants on a consulting basis to assist in grant solicitation searches, and/or grant proposal preparation, completion, editing and submission for small businesses competing for Small Business Innovation Research (SBIR) program and/or Small Business Technology Transfer (STTR) program research and development topic awards. Work will be assigned to grant writer consultants by the SBIR/STTR Assistance Center using a work order system. Work assignments will be based on the grant writer consultant's level of expertise as it relates to specific SBIR/STTR Research and Development Topics. Successful grant writer consultants may or may not receive work orders.

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

BACKGROUND

The SBIR/STTR Assistance Program (SSAP) is a joint collaboration between the Utah Science Technology and Research program (USTAR) and its Technology Outreach Innovation Program (TOIP), the Utah Governor's Office of Economic Development and its Centers of Excellence Program (COEP), the Salt Lake Community College and the Small Business Administration. Traditionally, Utah's small businesses have received a very small portion of the funds available for developing SBIR/STTR Research and Development Topics. Through the SSAP, it is intended to improve this statistic for Utah's small businesses. The mission of (SSAP) is to improve awareness of the Federal Government's SBIR/STTR program and the number and quality of the grant proposals submitted to government agencies as well as the amount of grant dollars received from these agencies for research and development.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all its subsequent addenda relating to it, on behalf of USTAR. The reference number for the transaction is Solicitation No. N09009. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

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SUBMITTING YOUR PROPOSAL

The preferred method of submitting your proposal is electronically through RFP Depot. However, if you choose to submit hard copies, one original and three identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capital Hill, PO Box 141061, Salt Lake City, Utah 84114-1061.

Electronic proposals may require the uploading of electronic attachments. RFP Depot's site will accept a wide variety of document types as attachments. However, the submission of documents containing embedded documents is prohibited. All documents should be attached as a separate file.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of up to two (2) years from date of signature.

The contract may be extended beyond the original contract period on a year to year basis for up to two (2) additional years at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for the entire period of the contract which will end September 30, 2010. Please specify a proposed hourly consulting rate not to exceed \$100 per hour.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, the State's standard terms and conditions (see attached).

QUESTIONS

All questions must be submitted through RFP Depot (<https://www.rfpdepot.com/>). Answers will be given via the RFP Depot site. NO emailed questions will be accepted.

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DISCUSSIONS WITH OFFERORS (ORAL PRESENTATIONS)

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

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 3-2-304, 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 government 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:

(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 to 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 government agency, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

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

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

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1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308 (1)).
3. Submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must be clearly 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 form which can be accessed at:

<http://www.purchasing.utah.gov/main/Contractinfo/ConfidentialityClaimForm.doc>

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

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

DETAILED SCOPE OF WORK

Grant writer consultants recruited under this solicitation will work with SSAP staff and clients, i.e., small businesses, to complete one or more of the following tasks as they relate to specific government agency SBIR/STTR program R&D topics.

1. Complete an evaluation to determine the suitability of the small business’ discovery/innovation concept with its matched SBIR/STTR research and development topic solicitation. If assigned, two hours will be allowed to complete this task and grant writer consultants will inform SSAP staff of their findings in writing via e-mail.
2. Complete an evaluation of the marketing strategy and commercialization plan prepared by the small business for its discovery/innovation concept. If assigned, one (1) hour will be allowed to complete this task.
3. Completion of the small business’ grant proposal. When this task is assigned the grant writer consultant will work directly with the small business to prepare, complete, edit and submit the small business’ proposal to the appropriate government agency. The maximum amount of time allowed to complete this task will be 40 hours.

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4. Advise the small business regarding the process for the preparation, completion and submission of its grant proposal. This task requires the grant writer consultant explain in detail to the small business the registration requirements and process and all of the specific elements listed in the "Proposal/Application Preparation Instructions and Requirements" section of the agency solicitation. When this task is assigned it will be understood that the small business intends to complete preparation of the grant proposal without any further assistance from the grant writer consultant. If assigned, the maximum amount of time allowed to complete this task will be 4 hours.
5. Assist the small business in the completion of its grant proposal. When this task is assigned it will be understood that the small business has prepared a draft of its grant proposal but requires help in formatting its proposal to comply with the R&D Topic Proposal/Application Preparation Instructions and Requirements, editing its proposal and/or submission of its proposal. If assigned, the maximum amount of time allowed to complete this task will be 20 hours.
6. Editing the small business' grant proposal. When this task is assigned it will be understood that the small business has completed preparation of its grant proposal and is requesting a grant writer consultant to review the proposal for clarity, correct formatting and alignment with the R&D topic solicitation. If assigned, the maximum amount of time allowed to complete this task will be 3 hours.
7. Assist the small business in submitting its grant proposal. When this task is assigned it will be understood that the small business has completed the preparation of its grant proposal to include all editing. The grant writer consultant may be required to assist the small business in the registration process established by the government agency or they may be required to assist with the submission of the small business' proposal documents. If the grant writer consultant is assigned to assist the small business with its registration process along with submission of its proposal the maximum amount of time allowed to complete these tasks will be 4 hours. If the small business only needs assistance with the submission of its grant proposal documents the maximum amount of time allowed to complete this task will be 3 hours.

Where possible, grant writer consultants will be assigned to projects that are closely aligned with their technical background and experience. Grant writer consultants will be required to ensure all assigned tasks are completed prior to submission dates assigned by the respective government agency.

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PROPOSAL REQUIREMENTS AND INDIVIDUAL QUALIFICATIONS

Grant writer consultants will be required to have the following knowledge, skills and abilities:

1. Experience writing SBIR/STTR grant proposals with a high rate of success is preferred.
2. Working knowledge of the Federal SBIR/STTR program.
3. Working knowledge of the eligibility requirements for small businesses to participate in SBIR/STTR programs.
4. Ability to determine if a small business' proposed innovation/development concept is specific to the government agency R&D solicitation.
5. Experience and knowledge in establishment of time lines for project management of SBIR/STTR grant proposals.
6. Ability to assist with cost proposals to include direct and indirect costs and the establishment of a competitive fee/profit for the small business' services.
7. Working knowledge of SBIR/STTR grant proposal submission requirements for the government agencies that participate in the SBIR/STTR program including but not limited to **Grants.gov** and **DOD SBIR/STTR Submission, and FastLane** electronic formats.
8. Excellent interactive skills and the ability to work autonomously as well as in a team with SSAP clients.
9. Excellent writing and communications skills are required.
10. Technical background in the biological sciences, physical sciences and/or engineering is strongly preferred.

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings. Proposals must be written using an Aerial font and a type size no smaller than a 10-point font.

1. **RFP Cover Sheet.** The State's Request for Proposal form completed and signed.

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2. **Executive Summary.** The executive summary shall briefly describe the offeror's proposal and shall be no more than two pages in length. This summary should highlight the 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 requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. 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 the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.
 - C. A list of proposals previously submitted to SBIR/STTR programs along with a list of the proposals that received awards.
 - D. A list of references of individuals or companies that the offeror has worked with in the past on SBIR/STTR grant proposals.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate offeror's hourly rate on the attached Cost Proposal Form.

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PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in the proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
40%	Demonstrated experience in functions listed under the Scope of Work
10%	Demonstrated technical capability (proven track record), etc.
10%	Level of success, i.e., number of awards as compared to the number of SBIR/STTR grant proposals submitted.
10%	Performance results and references for SBIR/STTR grant proposals.
30%	Cost

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**USTAR/STTR Assistance Program
Grant Writer Consultant
Solicitation N09009**

RFP EVALUATION SCORESHEET

Firm Name:**Evaluator:****Date:****Score will be assigned as follows:**

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score (0-5)	Weight	Points
1. Demonstrated experience in functions listed under the Scope of	40 points possible		X 8	
2. Demonstrated technical capability (proven track record), etc.	10 points possible		X 2	
3. Level of success, i.e., number of awards, per number of SBIR/STTR grant proposal submissions.	10 points possible		X 2	
4. Performance results and references for SBIR/STTR grant proposals.	10 points possible		X 2	
5. Cost	30 points possible			*Inserted by Purchasing
Total Evaluation Points	(100 points possible)		Total	

*Purchasing will use the following cost formula: The points assigned to each offeror's 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 received no points. The formula to compute the points is: Cost Points x (2-Proposed Price/Lowest Proposed Price).

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COST PROPOSAL

Cost is to be submitted based on the following;

Hourly Rate: \$_____per/hr.

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

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, 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. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
11. **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.
12. **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.
13. **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.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. 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.
15. **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.
16. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and 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, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **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.
18. **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.
19. **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).
20. **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.
21. **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.
22. **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.
23. **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.
24. **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 (63-56-1002, Utah Code Annotated, 1953, as

amended).

25. **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.
26. **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: 12 Feb 2007)

Question and Answers for Bid #NO9009 - Grant Writer Consultants for Small Businesses Applying
for Assistance with USTAR

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: Sep 22, 2008 11:00:00 AM MDT