

CONTRACTING / GRANTS WITH UDAF



Purchases Funded & Regulated by Legislature

Division of Purchasing and
Finance Oversee all Purchases

General Purchasing Rules

Rule #1: Best Price for Required Product / Service.

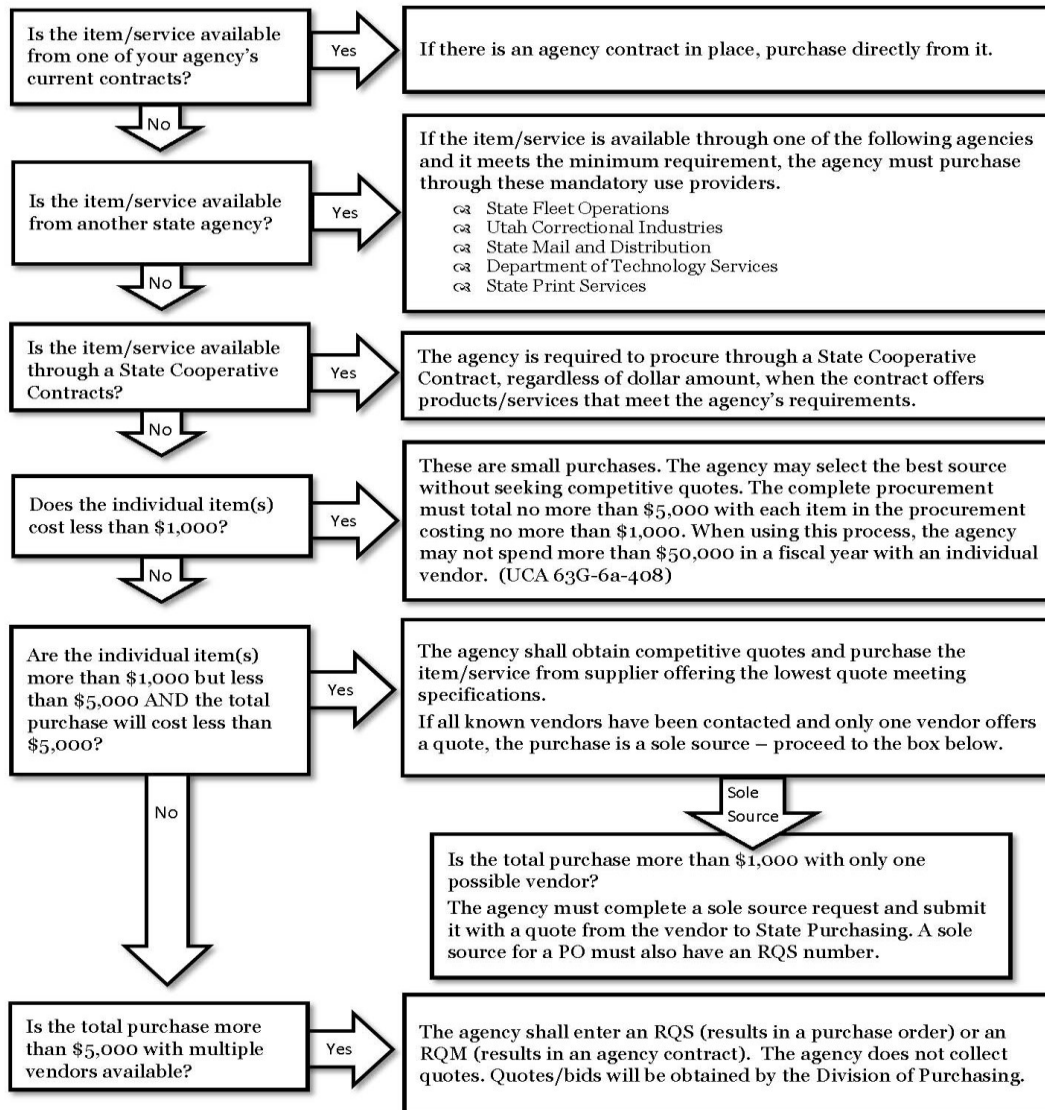
Rule#2: See Rule #1

To ensure that rule #1 is met all grants must be selected through a competitive process.

Only Division of Purchasing can approve "Sole Source". So UDAF provides grants through a competitive process (RFP, Ranking, Bids).

So Simple!

Purchasing Flow Chart



Rich's Idea of



SIMPLE!

Contracting

follows the application & selection process

- ▣ Ranking or Other Competitive Selection Process
- ▣ Award of Grant by Written Notice (becomes part of contract)
- ▣ Submission of Signed Documents
- ▣ Approval of Contract / Grant by Purchasing & Finance
- ▣ Notification of Approval for Work to Begin and Billing
- ▣ Closing of Contract / Grant

Submission of Contract / Grant Documents

- ▣ Contract Face (Page 1)
 - Name & Address as Shown on Most Current Tax Return
 - Vendor # (This allows payments & 1099 Statement)
 - Beginning & Ending Dates
 - Maximum amount of Dollars to be Paid
 - List of Attachments
 - Signatures to Bind Agreements



Contract #

Grant Number !!!!!!!!!!!!!

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Department of the State of Utah:
referred to as STATE, and the following

Department Name	Division	LEGAL STATUS OF CONTRACTOR
CONTRACTOR		Sole Proprietor
Name		Non-Profit Corporation
Address		For-Profit Corporation
City	State	Partnership
	Zip	Government Department
Contact Person	Phone Number	Email
Federal ID#	Vendor Number	Commodity Code(s)

Grantee Contact & Tax Reporting Information

2. GENERAL PURPOSE OF CONTRACT:

[Empty box for General Purpose of Contract]

Purpose of Grant & Funding Codes - Grant Name

3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, FY _____, Bid# _____, or a pre-approved sole source authorization (from the Division of Purchasing) # SS _____.

Effective Period of Grant

4. CONTRACT PERIOD: Effective date _____, Termination date _____, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any) _____.

Total Funding for Grant

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of _____ for costs authorized by this contract. Additional information regarding costs: N/A.

Attachments (binding details of what will be done and how it will be done)

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Scope of Work.
ATTACHMENT C:

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # _____ dated _____.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Contractor's Signature

Commissioner Leonard M. Blackham or Designee

Contractor's Name

Director, Division of Purchasing

UDAF Administrative Services

Director, Division of Finance

Signatures of Agreement & Binding Oath

Department Contact Phone Number Fax Number Email

UDAF Contact Information

Attachments

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 60G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R35), 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, including applicable literature and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records in this contract, for audit and inspection, and receipting 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 "Sevurity", 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 Invitations to Bid or to the Multi-Step Process.
 - 5.1 **Status Verification System**
 1. Each officer and each person acting on behalf of any officer certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including ICA Section 52G-12-302.
 2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main contractor or general contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable laws including ICA Section 52G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
 3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
 4. Materially or intentionally 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-12-302.
 - 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 claims, 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 and officers or employees of the State of Utah, unless disclosure has been made in accordance with 63G-6-8, 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 or 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. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability for anyone for whom the Contractor is responsible, such limitations of liability will not apply to business to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin, and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex, and 41 CFR 101-50 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1993 which prohibits discrimination on the basis of disability. Also, the Contractor agrees to abide by Executive Order, dated March 17, 1991, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court or any other judicial body 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.

Attachment A

“Boiler Plate” contains requirements from the State of Utah for all contracts grants, and agreements. Three Pages, 29 Statements regulating grant. Need to read! Specifies payment times, grantee obligations State of Utah obligations. Supersedes all statements in the grant. Talks about bonding and insurance which UDAF on conservation grants does not enforce.

Don't turn your back on Attachment A



Attachments

Very Depending on Grant Program but Must Contain at Least

- Scope of Work
 - List of Specific Items to be Accomplished
 - Estimated Cost for Each Item
 - Estimated Completion Date for Each Item
 - PAYMENTS ARE MADE FROM THE SCOPE OF WORK (best if spreadsheet format)
- Maps of Treatment Area(s)
 - Location Map (identifies area to major road or landmark)
 - Detail Map (aerial photo with treatments marked)
 - Shapefiles or other GIS electronic files
- NEPA / Cultural Resource Statements
 - If Project Disturbs Ground or is on Federal Ground Need to Address
- Letter of Award
- Declaration of Conflict of Interest (see Attachment A statement 6)
- Other Documents as Program Requires

Signatures

ALL *Signatures* ON
ALL
DOCUMENTS
MUST BE
ORIGINAL

Final Report

(Why we give you money)

- ▣ UDAF Requires Final Reports for Work Done
 - Last Payment May be Held Until Final Report is Accepted
 - Final Report Contains Text of What was Accomplished
 - Final Report Contains Treatment Maps
 - Final Report Contains GIS Electronic Files (Shapefiles, KML, or Work with UDAF Employees to Collect Digital Map

- ▣ Remember that the funds originate from the Legislature and they thrive on reports and data.

Remember, Don't Ever Give Up.



Contact Information

Mark Quilter

Utah Department of Agriculture and Food
Attn: Mark Quilter
PO Box 146500
350 N Redwood Road
Salt Lake City, UT 84114-6500

mquilter@utah.gov

(801) 538-9905