



State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Department of
Environmental Quality

Amanda Smith
Executive Director

DIVISION OF DRINKING WATER
Kenneth H. Bousfield, P.E.
Director

RECEIVED

APR 03 2013

Drinking Water

MEMORANDUM

TO: Executive Director's Office

FROM: Kate Johnson, Manager, Administrative Services

DATE: February 20, 2013

SUBJECT: Rural Water Association Assistance Contract

AMOUNT: \$628,444 (five years)

The Rural Water Association of Utah (RWAU) Assistance Contract allows RWAU to provide technical assistance to rural drinking water systems in resolving operation problems and in complying with the Drinking Water program rules. Funding comes from the hardship grant portion of the loan administration fee set-aside, as approved by the Drinking Water Board.

Handwritten notes or markings in the top left corner, possibly including a date or page number.

Department Log Number

State Contract #	136287
Assigned by the Division of Finance	

STATE OF UTAH CONTRACT COVER SHEET

This contract is entered into as a result of:

The procurement process on bid # AR13095

The procurement process on requisition #

Pre-approved sole source (approval attached)

Agency grant, land purchases, DAS-Purchasing delegation

Contract with other state agency or political subdivision

Under \$2,000 (total amount per fiscal year)

Agency exemption from DAS-purchasing approval

Revenue agreement

1. Agency Name UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
Agency Code 480

2. General Purpose of Contract:
To provide education and training to county officials and other local authorities on proper development of drinking water systems.

3. Contractor Name Rural Water Association of Utah

4. Contract Period: Effective date 2/20/2013 Termination date 2/19/2018
(mm/dd/yy) (mm/dd/yy)

5. Authorized Amount: \$628,444

6. Vendor # 24410C

7. Commodity Code(s) 91843

COMMENTS:

**UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT**

<u>Department Log Number</u>	COMPENSATION TYPE: F <input checked="" type="checkbox"/> Fixed Price C <input type="checkbox"/> Cost Reimbursement S <input type="checkbox"/> Fee for Service O <input type="checkbox"/> Other	LEGAL STATUS OF CONTRACTOR: LG <input type="checkbox"/> State or Local Government CU <input type="checkbox"/> College or University NP <input checked="" type="checkbox"/> Non-Profit Corporation CC <input type="checkbox"/> For-Profit Corporation OT <input type="checkbox"/> Other
DEPARTMENT OF ENVIRONMENTAL QUALITY INFORMATION: Div/Off: <u>Drinking Water</u> Bureau:	Name Of Contract: <u>Rural Water Association Capacity Development Contract</u> Name of Contractor: <u>Rural Water Association of Utah</u> Address: <u>76 East Red Pine Drive</u> <u>Alpine, Utah 84004</u> Tax ID <u>94-2716320</u>	

**APPROVAL AND REVIEW SIGNATURES
UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY**

APPROVAL AND REVIEW OF CONTRACT:

Division Support Service Coordinator/Director	Date
Financial Manager	Date

APPROVAL OF FUNDS AVAILABILITY:

Accountants, Office of Finance	Date
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CONTRACT PROVISIONS:

- 1. Vendor Contract - Contractor provides goods or services.
 - Standard Terms and Conditions used as Attachment A in Contract.
 - General Provisions used as Attachment A in Contract.
- 2. Subrecipient Contract - Contractor carries out grant program.
 - Standard Terms and Conditions used as Attachment A in Contract.
 - Contractor Assurances (attach copy to the back of Contract Summary Page).
 - General Provisions incorporated by reference, not attached (referenced on page 1 section 7 of contract).

Source of Funds:

Contract Allocation Sheet												Source Total Amount	
State/Federal		CFDA #	Fnd	Agy	Unit	Appr Unit	Obj	Progr	Amount	Progr	Amount		
Source	%												
State	100		5215	480	3088	5215	7512		\$628,444			\$628,444	
Totals													\$628,444

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT



Contract # 136287

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department Name: Environmental Quality Agency Code: 480 Division Name: Division of Drinking Water, referred to as (STATE),
and the following CONTRACTOR:

<u>Rural Water Association of Utah</u>	Name		
<u>76 Red Pine Drive</u>	Address		
<u>Alpine</u>	<u>UT</u>	<u>84004</u>	
City	State	Zip	

LEGAL STATUS OF CONTRACTOR

Sole Proprietor

Non-Profit Corporation

For-Profit Corporation

Partnership

Government Agency

Contact Person Vern Steel Phone #801-756-5123 Email vsteel@rwau.net
Vendor #24410C Commodity Code #00000 91843

- GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
Furnish all labor, materials and equipment to provide education, training, and assistance to county officials and other local authorities on the proper development and sustainability of public drinking water systems.
- PROCUREMENT: This contract is entered into as a result of the procurement process on RX# 480 33000000002, FY13, Bid#AR13095 or a pre-approved sole source authorization (from the Division of Purchasing) # SS_____.
- CONTRACT PERIOD: Effective Date: February 20, 2013 Termination Date: February 19, 2018 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None. All payments under this contract will be completed within 90 days after the Termination Date.
- CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$628,444 for costs authorized by this contract. Additional information regarding costs: Attachment C.
- ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Contract Costs
ATTACHMENT D: N/A
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
- DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #AR13095 dated 1/29/2013.

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

<u>[Signature]</u>	<u>2-25-13</u>	<u>[Signature]</u>	<u>3/14/2013</u>
Contractor's signature	Date	Agency's signature	Date

<u>Dale F. Pierson, Executive Director</u>	<u>[Signature]</u>	<u>4/1/13</u>
Type or Print Name and Title	Director, Division of Purchasing	Date

CONTRACT PROCESSED BY
DIVISION OF FINANCE
Director, Division of Finance
APR 02 2013

<u>Michael Grange</u>	<u>801-536-0069</u>	<u>mgrange@utah.gov</u>
Agency Contact Person	Telephone Number	Email

(Revision 3/17/09)

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, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **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 or 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 applicable immigration laws including UCA Section 63G-12-302.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including 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 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. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
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 or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. 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, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
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. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
21. **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. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card).

22. **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.
23. **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.
24. **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.
25. **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.
26. **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).
27. **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 Standard Terms and Conditions;
 2. State of Utah Contract Signature Page(s);
 3. State Additional Terms and Conditions;
 4. Contractor Terms and Conditions.
28. **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 July 2011)

Attachment B

DETAILED SCOPE OF WORK

1. Coordinate with Utah Division of Drinking Water (DDW) staff to prioritize counties needing assistance and, as mutually agreed upon, attend meetings of and present Capacity Development Ordinance needs to County Commissions/Councils. Invite and encourage DDW staff attendance at these meetings.
 - a. Meetings/trainings will be conducted with at least 12 counties per year of the contract. Specific counties to be visited will be determined during meetings held between DDW and the Awardee. Additional counties or additional meetings with counties previously trained may be necessary and will be determined by the Division and mutually agreed to by the Parties.
2. Work with DDW staff and DEQ District Engineers to modify and improve model County Ordinance for Drinking Water System Capacity Development for new development/water systems as necessary.
3. Work with DDW staff and DEQ District Engineers to modify and improve model Minimum Construction Standards for Counties based on DDW Construction Standards as necessary.
4. Facilitate general meetings with County Officials in conjunction with DDW Staff and Board as necessary.
5. Present Capacity Development and Drinking Water Authority needs to County Planning Commissions or Planners.
6. Present Capacity Development and Drinking Water Authority needs to County/Local Health Departments.
7. In meetings with local planners and building permit officials, demonstrate the secure web site that displays source protection areas, explain minimum recommendations for source protection ordinances and/or provide copies of the Department's model source protection ordinance, provide education on proper management practices for development in source protection areas and encourage support for local source protection efforts as necessary.
8. Advise local planners and building permit officials of the authority of the Utah Division of Public Utilities over proposed developments and the need to submit plans to the Division of Public Utilities for review and approval prior to new development platting.
9. Work with local entities to provide education to any or all parties that might be involved in expanding drinking water system service areas or developing/creating new drinking water systems (drinking water systems, developers, general public, etc.)

10. Coordinate interaction and issue resolution between Counties and local water systems of all types as circumstances require.
11. Attend additional training as required and approved by the Director of DDW
12. Provide Capacity Development assistance to drinking water systems as needed. It is anticipated that such assistance will be made available to water systems in areas already scheduled for other training meetings or during transit between those areas and offeror's base of operations.
13. Perform other work as authorized, requested or required by the Director of DDW.
14. Respond to water system emergencies as directed by the Director of DDW.
15. Meet at least quarterly with Drinking Water program representatives to identify and discuss entities in need of assistance and progress with entities previously identified.
16. Attend Drinking Water Board meetings at least quarterly to give the Board updates and answer questions.
17. Provide monthly reports to DDW showing which entities were visited during the month, the nature of the contact, and progress made with these entities.
18. Report expenditures for reimbursement to DDW on a monthly basis, including travel expenses that meet all state policies for reimbursable rates for hotels, meals and incidentals.
19. Work efforts and application for reimbursement will reference the contract stipulation within this Scope of Work that applies to the work performed. Reporting will be on an hour-by-hour basis. This information will be included in monthly billings in order to document that the effort is applicable to contract.
20. Comply with all applicable state and federal requirements concerning cost principals, audit requirements, and grant administration requirements. If the selected contractor is a non-profit organization, the contractor will be subject to the following requirements:
 - a. For Cost Principles, OMB Circular A-122
 - b. For Federal Audit requirements, OMB Circular A-133
 - c. For State Audit Requirements, State Legal Compliance Audit Guide (SLCAG)
 - d. For Grant Administration Requirements, OMB Circular A-110

As of October 12, 2010, documentation for these requirements can be found at:

OMB Circulars: <http://www.whitehouse.gov/omb/circulars/>

OMB Common Rule: <http://www.whitehouse.gov/omb/grants/attach.html>
CFRs: <http://www.gpoaccess.gov/cfr/index.html>
SLCAG: <http://www.sao.utah.gov/lqResources.html>

21. All work under this contract shall be performed in a skillful and professional manner. The State may require, in writing, that the offeror remove from the work any employee deemed by the State to be incompetent, careless, or otherwise objectionable.
22. With the exception of meeting attendance at Division offices, the State will not provide any equipment or facilities, nor access to State-owned equipment or facilities, to complete any work associated with this contract.

ATTACHMENT C

Rural Water Association Development Contract
Contract costs
February 20, 2013 to February 19, 2018

As detailed in the Request for Proposal (RFP) for this contract, hourly rates for individuals billing to this contract are set at \$47.11. Per the terms of the RFP, only one individual is billable under this contract at any given time. Any travel costs associated with this contract are to meet the cost requirements set for state travel, which are detailed in state policies as shown below and updated from time-to-time. Based on the stipulations in the awarded RFP, as described above, the total cost of personnel time applied to this contract in any one year is not to exceed \$97,988.80. Travel costs are expected to be \$27,700, and must be documented and billed according to the state reimbursement rates described in the policies shown below. Total contract costs per year will not exceed \$125,688.80. Contract costs over five years will not exceed \$628,444.

State travel policies to be referenced when requesting reimbursement for travel expenses:
FIACCT 10-02.03, FIACCT 10-02.04 and FIACCT 10-02.05