

**STATE OF UTAH**

**STEM Action Center**

# **STEM Organization Grant**

**Request for Grant Applications (RFG)**

**Fiscal Year 2019**

**Funding Available**

For

**Utah STEM Organizations**

*This is a competitive grant focuses on Science, Technology, Engineering and Math*

**The funding of all STEM Action Center grants is contingent on continued funding  
from the Utah State Legislature**

**Applications Due: September 28, 2018 at 11:59 PM**

This application can be found on the website [utahstemgrants.fluidreview.com](http://utahstemgrants.fluidreview.com), with a link to the application site available from the STEM Action Center website, [stem.utah.gov](http://stem.utah.gov) as well.

## Overview of STEM Action Center Organization Grant

### 1. Introduction

#### A. Background

During the 2013 Legislative Session, House Bill 139 was passed creating a STEM Action Center (STEM AC), to be supported by the Governor's Office of Economic Development (GOED). STEM AC was created to help identify and disseminate information concerning STEM best practices in educational settings, as well as providing exciting, real-world STEM learning opportunities. House Bill 139 requires the STEM Action Center support student involvement in STEM fairs, camps, and competitions. For the first three years of the STEM AC's existence, it ran the student STEM Fairs Camps and Competitions Grant program to fulfill this mandate. In 2015, the STEM AC created the STEM Organization Grant to support Utah organizations with STEM programming for students. This organization grant was organized to broaden student impact, increase student resources, and encourage student involvement in STEM activities.

#### B. Grant Timeline 2018-2019

Date:	Task:
September 5, 2018	Application Opens
September 28, 2018	Applications Due, 11:59 pm
October, 5, 2018	Application Review
October 15, 2018	Award Notifications

### 2. Program Description

#### A. Purpose

The STEM Action Center values organizations who are dedicated to STEM education in Utah. The Center offers a competitive grant to support Utah organizations with STEM programs that serve Utah preK-12 students. This funding should serve three purposes: broaden student impact, increase student resources, and encourage student involvement in STEM activities.

#### B. Use of Funds

Funding will be distributed in a single installment per year. The installment will be distributed after the STEM AC receives the signed Grant Agreement, invoice (prepared by the awarded organization), and a copy of your organization's W-9. These documents shall be submitted no later than Friday, December 7, 2018. Payments will begin being processed the week of

December 10, 2018, and can take up to 30 days for the check to reach the organization. Failure to submit all required materials may result in no payment.

The maximum funding amount is \$7,500. Please be aware that your organization is not guaranteed the full funding amount. **The amount awarded is subject to the amount of applications received AND the amount of funds available (this dollar amount varies every year).** Applicants should feel no obligation to request the full amount. **All purchases must be reconciled with receipts and uploaded to the application website, FluidReview, before June 30, 2019.**

**Required expenses:**

None

**Non-allowable expenses:**

Technology or other products used solely by staff  
Activities that take place outside of Utah  
Teacher or staff professional development/training  
Salaries or stipends for educators or staff  
Food, apparel, flights and lodging  
Entertainment costs  
Indirect costs

**C. Length of Contract**

If your organization is awarded, the contract will end on June 30, 2019. All funding is contingent on continued funding from the Utah State Legislature. The State of Utah reserves the right to review and revise contracts as needed.

**3. Application and Award Process**

Applications must be completed by one individual on behalf of the organization. All grant applications and related application documents must be submitted using the application site [utahstemgrants.fluidreview.com](http://utahstemgrants.fluidreview.com). Applications submitted via email or physical copies will not be evaluated.

Grants will be reviewed using a scoring rubric. The complete rubric is available at [stem.utah.gov](http://stem.utah.gov).

## **A. Application Components**

The application must be completed online, using the site [utahstemgrants.fluidreview.com](http://utahstemgrants.fluidreview.com). Below you will find all application components and questions. While completing the online application, you may stop and save your progress at any time, and return to the application later.

### **Eligibility Question:**

Are you applying on behalf of a Utah organization that is able to produce proof of a tax ID (W-9)? (Yes or No)

**Section 1: Organization Point of Contact** Applying on behalf of the organization. If awarded, the point of contact will be responsible for all reporting and financial tracking of the grant monies.

Name

Email Address

Phone Number

Title

### **Section 2: Organization Information**

Name of Organization

Mailing Address

City

Zip code

Please explain how the mission of your organization aligns with that of the Utah STEM Action Center? The Utah STEM Action Center strives to produce a STEM-competitive workforce, ensure Utah's continued economic success in the global marketplace, catalyze student experience, community engagement and industry alignment, and to identify and implement STEM education best practices that will help to transform STEM education and workforce development.

### **Section 3: STEM Program Information**

What is the name of your student STEM program?

How many students will your program serve?

Which grade levels does your program serve? Select all that apply.

What are your anticipated program dates? The program must take place within the grant year, July 1, 2018 through June 30, 2019.

Please provide a description of the program. (Please include a history of your program's attendance.)

**Section 4: Budget**

Total Grant Request

How do you plan to use this funding for your STEM program?

Budget (Please be as specific as possible, and explain why each expense is necessary.)

Expense	Total Cost	Explanation
	\$	

Are there student fees associated with your program? If so, how much?

Does your program receive any other outside funding? If so, please list the sources of funding.

**Section 5: Reporting**

How will you measure the student outcomes of your program? Please be specific about measurement tools and data collection.

If awarded, how will you promote the STEM Action Center's support of the program?

**Section 6: Signature**

By signing, the point of contact is ensuring all of the information provided in this application is complete and accurate.

**B. Purpose of Request for Grant (RFG)**

The purpose of this Request for Grants (RFG) is to enter into contracts with organizations to support STEM programming for students. This RFG is designed to provide interested applicants with sufficient basic information to submit proposals meeting the minimum requirements. It is not intended to limit proposal content or exclude any relevant or essential data. Applicants are encouraged to expand upon the specifications to provide additional information regarding their proposals.

**C. Submitting Your Proposal**

By submitting a proposal in response to this RFG, applicants acknowledge the requirements and evaluation process outlined in the RFG are fair, equitable, not overly restrictive, understood, and agreed to. Any exceptions to the content of the RFG must be protested to the awarding agency prior to the closing date and time for submission of the proposal.

Proposals must be submitted by the posted date and time, using the online application site noted in the provided application information. Emailed or physical applications will not be accepted. Proposals received after the deadline will be ineligible for review. Applications may

require the upload of electronic documents, with a variety of document types allowed including but not limited to PDF file formats.

#### **D. Standard Contract Terms and Conditions**

Any contract resulting from this RFG will include but not be limited to the State's Standards Terms and Conditions (See Attachment A). Exceptions and/or additions to the State Standard Terms and Conditions are strongly discouraged.

Exceptions and additions to the Standard Terms and Conditions must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered. Website URLs or information on website URLs must not be requested in the RFG document and must not be submitted with a proposal. URLs provided with a proposal may result in that proposal being rejected.

The State retains the right to refuse to negotiate on exceptions should the exceptions be excessive, not in the best interest of the State, negotiations could result in excessive costs to the State, or could adversely impact existing time constraints.

If negotiations are required, contractor must provide all documents in WORD format for redline editing. Contractor must provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

#### **E. Protected Information**

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); Utah Science and Technology Research Initiatives Centers Program - Grant Application for 2015-2016 5

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

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

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

submitting the information has provided the governmental entity with the information specified in Section 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; ....

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

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.

All information submitted in an RFG (following the final selection) that is determined by the STEM Action Center or a subsequent records appeal not "protected" becomes public information, upon request.

# ATTACHMENT A

## Grant Terms and Conditions

1. **AUTHORITY:** Provisions of this grant (“Grant”) are pursuant to the authority set forth in 63G-6a, Utah Code, 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. **GRANT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Grant 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 Grant or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The person or entity contracting with the State under this Grant (“Grantee”) and any and all supplies, services, equipment, and construction furnished under this Grant will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Grantee shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Grantee for costs authorized by this Grant. These records shall be retained by the Grantee for at least four years after the Grant terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Grantee agrees to allow State and Federal auditors, and State Agency staff, access to all the records to this Grant, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CITING THE STATE IN ADVERTISING:** Where appropriate, GRANTEE agrees to give credit to the State of Utah for funding.
6. **PAYMENT:**
  - 6.1 Payments are normally made within 45 days following the date a correct invoice is received.
  - 6.2 Payments to GRANTEE will be made by the STEM Action Center (STEM AC) upon receipt of a billing supported by information as required. Due to the State of Utah’s fiscal year end procedures, the STEM AC must receive final billing no later than 15 days after the end of the State’s fiscal year (June 30) and billings submitted after this date may be denied. The STEM AC will not allow payments to GRANTEE, which are not specifically authorized by this Grant.
7. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with Section 67-16-7, Utah Code, as amended. Grantee also represents that it has no conflict of interest in performing the



services for the State under this Grant, unless such conflict of interest has been disclosed to the State and approval to proceed, notwithstanding the conflict, has been obtained from the State in writing.

8. **GRANTEE AN INDEPENDENT CONTRACTOR:** The Grantee 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 Grantee by the State. The Grantee 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 Grant 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 Grantee.

9. **INDEMNITY CLAUSE:** The Grantee agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Grant which are caused in whole or in part by the acts or negligence of (1) the Grantee, (2) the Grantee's officers, agents, volunteers, or employees, or (3) anyone for whom Grantee may be liable but not for claims arising from the State's sole negligence.

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

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

12. **SUSPENSION/DEBARMENT:** The Grantee 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 (Grant), by any governmental department or agency in the United States, including any federal, state or local agency. If the Grantee cannot certify this statement, attach a written explanation for review by the State. The Grantee must notify the State Director of Purchasing within 30 days if suspended or debarred by any governmental entity during the Grant period.

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

14. **REQUIRED INSURANCE:** Intentionally deleted

15. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:

15.1 Upon 30 days written notice delivered to the Grantee, this Grant may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the grant.

15.2 Upon 30 days written notice delivered to the Grantee, this grant may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that a change in available funds affects the State's ability to pay under the grant. A change of available funds as used in this paragraph, includes, but is not limited to, a change in State funding, whether as a result of a legislative act or by order of the Governor.

15.3 If a notice is delivered under paragraph 1 or 2 of this Section 17 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," the State will reimburse the Grantee for services properly performed up until the effective date of said notice. The State will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.

15.4 Notwithstanding any other paragraph or provision of this Section 17 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," if the State in said notice to the Grantee indicates that the Grantee is to immediately cease from placing any orders or commitments with suppliers, subGrantee or other third parties, the Grantee shall immediately cease such orders or commitments upon receipt of said notice and the State shall not be liable for any such orders or commitments made after the receipt of said notice.

16. POLITICAL SUBDIVISION PARTICIPATION: Participation under this grant by political subdivisions (i.e., colleges, school districts, counties, cities, etc.), nonprofit organizations, and agencies of the federal government will be voluntarily determined by the political subdivisions, nonprofit organizations, and agencies of the federal government.

17. PUBLIC INFORMATION: Grantee agrees that this Grant shall be a public document, and shall be available for distribution. Grantee gives the State express permission to make copies of this Grant and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

18. PATENTS, COPYRIGHTS, ETC.: The Grantee will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Grantee'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 Grant.

19. ASSIGNMENT/SUBGRANT: Grantee will not assign, sell, transfer, subgrant or sublet rights, or delegate responsibilities under this Grant, in whole or in part, without the prior written approval of the State.

20. FORCE MAJEURE: Neither party to this Grant 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 Grant after determining such delay or default will reasonably prevent successful performance of this Grant.

21. CONFIDENTIALITY: Grantee, and anyone for whom the Grantee may be liable, must maintain the confidentiality of any non-public personal information. Personal information includes, but is not limited to, names, social security numbers, birth dates, address, credit card numbers and financial account numbers. The State reserves the right to identify additional reasonable types or categories of information that must be kept confidential by the Grantee and anyone for whom the Grantee may be liable. This duty of confidentiality shall be ongoing and survive the term of this Grant.

22. CONFLICT OF TERMS: In order for any terms and conditions of the Grantee to apply to this Grant, they must be in writing and attached to this Grant. No other terms and conditions of the Grantee will apply to this Grant, including terms listed or referenced on a Grantee's website, terms listed in a Grantee quotation/sales order, etc. In the event of any conflict in the terms and conditions in the Grant, the order of precedence shall be: (1) Attachment A: State of Utah Terms and Conditions (this document); (2) State of Utah Grant Signature Page(s); (3) Additional Terms and Conditions of the State of Utah; (4) Terms and Conditions of the Grantee, if any.

23. DISPUTE RESOLUTION: In the event of any dispute under this Grant prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of the dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

24. COMPLIANCE WITH HOUSE BILL 312 and SENATE BILL 132 2015 SESSION: GRANTEE certifies that it has received and understands its requirements under Utah Code Annotated 51-2a-102, 51-2a-201, 51-2a-201.5, 51-2a-301, 63J-1-201, & 63J-1-220. The GRANTEE shall notify the state entity that is a party to this contract of this fact, in writing, and shall comply with all requirements of the above mentioned sections of the Utah Code. GRANTEE shall provide all documentation required by these sections of the Utah Code Annotated, in particular documentation evidencing the amounts of government received monies listed in 51-2a-201.5(2) and, if applicable, the itemized reports listed in 63J-1-220(2)(b), before receiving any state monies and affirms that GRANTEE will adhere to all requirements of these sections of the Utah Code. GRANTEE acknowledges that the State is bound by the provisions of these sections of the Utah Code referenced above and may withhold money or demand return of any money appropriated if the GRANTEE fails to comply with any provisions of the sections referenced above, or as those sections are amended.

25. ENTIRE GRANT: This Grant including all attachments and documents incorporated hereunder 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 Grant shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Grantee's invoices, or any other related standard forms or documents of the Grantee 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 Grant shall prevail in any dispute between the terms of this Grant 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 Grant.