

# Solicitation W93158

## Media Relations Consulting



University of Utah

Odwyer@u.utah.edu

## Bid W93158 Media Relations Consulting

Bid Number **W93158**  
 Bid Title **Media Relations Consulting**

Bid Start Date **Feb 18, 2011 4:22:25 PM MST**  
 Bid End Date **Mar 24, 2011 2:00:00 PM MDT**  
 Question & Answer End Date **Mar 17, 2011 5:00:00 PM MDT**

Bid Contact **Mary Louise Hughes**  
**Buyer**  
**Purchasing**  
**801-581-5729**  
**mlhughes@purchasing.utah.edu**

Contract Duration **1 year**  
 Contract Renewal **2 annual renewals**  
 Prices Good for **See Specifications**

### Item Response Form

Item **W93158--01 - Media Relations Consulting**  
 Quantity **1 each**  
 Prices are not requested for this item.  
 Delivery Location **University of Utah**  
University of Utah  
 1901 E South Campus Dr Rm 151  
 Salt Lake City UT 84112  
 Qty 1

#### **Description**

The purpose of this Request for Proposals (RFP) is to solicit proposals to enter into a contract with a qualified public relations agency to promote the University of Utah, hereafter referred to as the "University". The Supplier will provide professional services to help the University gain media coverage in national and international media. The University is examining several alternatives of providing this service and may decide, after reviewing proposals submitted, not to enter into any agreement. See Section 3 for further specifications.

# **Request for Proposal for Media Relations Consulting for the University of Utah**

**RFP # W93158**

Issued: February 18, 2011

## **University of Utah Contact:**

Mary Louise Hughes, Buyer  
University of Utah Purchasing Dept.  
1901 E. South Campus Drive Rm. 151  
Salt Lake City, UT 84112-9351  
Tel.(801) 581-5729 Fax (801) 581-8609  
E-Mail: [mlhughes@purchasing.utah.edu](mailto:mlhughes@purchasing.utah.edu)

**Questions regarding this RFP should be submitted to:**

[www.bidsync.com](http://www.bidsync.com), RFP # W93158

In the Question and Answer section

**Request for Proposal for Media Relations Consulting for  
the University of Utah**

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## SECTION 1 - PURPOSE OF RFP

- 1.01 1.01 Purpose of RFP. The purpose of this Request for Proposals (RFP) is to solicit proposals to enter into a contract with a qualified public relations agency to promote the University of Utah, hereafter referred to as the "University". The Supplier will provide professional services to help the University gain media coverage in national and international media. The University is examining several alternatives of providing this service and may decide, after reviewing proposals submitted, not to enter into any agreement.

See Section 3 for further specifications.

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## SECTION 2 - GENERAL INFORMATION

- 2.01 Proposal Response Outline. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:
- Tab A* LETTER OF TRANSMITTAL. The letter of transmittal should include an introduction of the supplier's company, the name, address, telephone number and fax number of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP. Any other information not appropriately contained in the proposal itself should also be included in the letter.
- Tab B* EXECUTIVE SUMMARY. An executive summary will briefly describe the supplier's approach and clearly indicate any options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the supplier.
- Tab C* DETAILED DISCUSSION. This section should constitute the major portion of the proposal and must contain **a specific response in outline form to each section in this RFP. Outline numbers should correspond, in order, to the section numbers contained in this RFP.** Failure to provide written response to items indicated in this RFP will be interpreted by the University as an *inability* by the supplier to provide the requested product, service or function.
- Tab D* COST PROPOSAL. The supplier must submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal.
- Tab E* FINANCIAL REPORTS. The supplier should furnish a current audited (or unaudited) financial report for the company's most recent fiscal year.
- Tab F* Miscellaneous additional information and attachments, if any may be submitted by the supplier.
- 2.02 Administrative Guidance. The information provided herein is intended to assist suppliers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested suppliers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Suppliers are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.
- 2.03 Issuing office and RFP Reference Number. The Purchasing Department of the University of Utah ("Purchasing Department") is the issuing office for this RFP and all subsequent addenda relating to it. The reference number for the transaction is **W93158**. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.

- 2.04 **Due Date.** **The preferred method of submitting your proposal is electronically through BidSync ([www.bidsync.com](http://www.bidsync.com)). Please also submit one (1) original copy of your proposal are due in the University of Utah Purchasing Department (1901 E. South Campus Drive Rm. 151, Salt Lake City, UT 84112-9351) by 2:00 p.m. current Mountain Time on Thursday, March 24, 2011** Proposals received after this deadline will be late and ineligible for consideration. Following the deadline, the names of those responding to the RFP will be made public. All other information will remain confidential, as required by law (please see section 2.14 herein).
- 2.05 **Pre-Proposal Conference.** **A pre-proposal conference will not be held for this RFP.**
- 2.06 **Inquiries.** Questions arising subsequent to the issuance of this RFP, that could have a significant impact on the responses to the RFP, should be submitted in the RFP Question and Answer section (RFP # W93158 at [www.bidsync.com](http://www.bidsync.com)). Questions and answers will be consolidated and provided to all suppliers on record as receiving this RFP. All such questions should be received by **March 17, 2011.**
- 2.07 **Important Dates.** The following dates are significant for this RFP:
- |                           |                   |
|---------------------------|-------------------|
| RFP Dated and Issued      | February 18, 2011 |
| RFP Inquiry Questions Due | March 17, 2011    |
| Proposal Due Date         | March 24, 2011    |
- 2.08 **Time for Evaluation.** All proposals shall remain valid for a minimum of 120 calendar days after the Proposal Due Date to allow adequate time for evaluation.
- 2.09 **Evaluation of Proposals.** The University may award a contract based on initial proposals received without discussion of such proposals with suppliers. Accordingly, each initial proposal should be submitted with the most favorable price and service available.
- 2.10 **Oral Presentation.** The University may require an oral presentation by a supplier to supplement their written proposal. These presentations will be scheduled, if required, by the Purchasing Department after proposals are received and prior to the award of the Contract.
- 2.11 **Award of the Contract.** Upon completion of the evaluation process, the University may award the contract (“Contract”) to the supplier whose proposal is determined to be most advantageous to the University. The Purchasing Department is the only agency authorized to award a Contract for the proposed purchases.
- 2.12 **Contract Period and Effective Date.** The anticipated Contract term will be through December 2011, with an option to renew for two (2) additional periods of One (1) year each at the University's discretion. The anticipated effective date of the Contract is March 2011.
- 2.13 **News Releases.** News releases pertaining to the RFP, any proposal or the Contract will be made only by the University.
- 2.14 **Protected Information.** Under the Government Records Access and Management Act, Utah

Code §§ 63G-2-101 to -901, as amended ("GRAMA"), certain information submitted in the proposal(s) may be open for public inspection or disclosure. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to the University which Supplier believes should be protected from inspection or disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. All material contained in and/or submitted with the proposal becomes the property of the University and may be returned only at the University's option.

- 2.15 Incurring Costs. The University will not be liable for any cost which suppliers may incur in connection with the preparation or presentation of their proposal(s). Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings or promotional materials are neither desired nor required. However, these instructions are not intended to limit a proposal's content or exclude any relevant or essential data therefrom.
- 2.16 Addendum to RFP. In the event that it becomes necessary to revise this RFP in whole or in part an addendum will be provided to all suppliers on record as having received this RFP.
- 2.17 Other Communications. During the RFP process (from the date of issue through the date of contract award or other final decision) the Purchasing Department is the sole source of official information regarding this RFP. All other communications, both spoken and written, which are received by any representative of the supplier from other sources (such as employees in the using department) should be confirmed by the supplier with the buyer in the Purchasing Department assigned to this RFP as being true and accurate prior to incorporating such information into their response. This refers to both formal and informal conversations and communications. Significant changes to the RFP will always be issued as a formal, written addendum.
- 2.18 Alternative Proposals. A supplier may submit more than one proposal, each of which must follow the Proposal Response Outline (section 2.01 herein) and satisfy the requirements of this RFP. The supplier's primary proposal must be complete and comply with all instructions. The alternative proposals may be in abbreviated form following the Proposal Response Outline but providing complete information only for sections which differ in any way from those contained in the prime proposal. If alternative proposals are submitted, the supplier must explain the reasons for the alternative(s) and its comparative benefits. Each proposal submitted will be evaluated on its own merits.
- 2.19 Authorized Supplier Representatives.  
**PROPOSAL:** List the name, title, office address, telephone number, fax number and e-mail address (if available) of the person(s) authorized to *represent the supplier regarding the proposal(s) submitted* in response to this RFP. The University reserves the right to require a change in the individual assigned to represent the supplier if the assigned representative is not serving the needs of the University in an acceptable manner. This right shall carry forward through the response period and, with the successful supplier, during the term of the Contract.  
**CONTRACT:** Give the name, title, office address, telephone number, fax number and e-



mail address (if available) of the person authorized to *sign a Contract, and receive and sign all formal notices and/or addendum* regarding such Contract. Note that all amendments to any Contract must be in writing and signed by both parties.

Include this information within your “Letter of Transmittal”, which will be tabbed section “A” of your proposal.

- 2.20 Award of Subcontracts. For each subcontract, if any, which the supplier proposes to award, the supplier shall specify in writing the proposed subcontractor's name and address, and the purpose of each subcontract. Any supplier proposing subcontracts as a part of a proposal must explicitly state so in the proposal. Written approval by the Purchasing Department is required prior to the awarding of any subcontracts. Any Subcontractor shall be required to provide evidence to the University of the same insurance provisions and coverages as described in section 2.28 of this RFP.
- 2.21 Assignment. Supplier shall not assign or subcontract any portion of its obligations under the Contract without the prior written consent of the University Purchasing Department. Assignment or subcontracting shall in no way relieve the supplier of any of its obligations under this Contract.
- 2.22 Remedies. The laws of the State of Utah shall apply in all disputes arising out of this RFP, without application of any principles of choice of laws.
- 2.23 Compliance. The supplier hereby agrees to abide with all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or possessing any and all permits and licenses that may be required.
- 2.24 Cancellation. Inadequate delivery, unsatisfactory service or failure to adhere to the Contract covenants may result in cancellation of the Contract. The supplier shall be responsible for reimbursing the University for expenses incurred as a result of unacceptable service. In the event that either party determines that a material breach has occurred that would be cause for cancellation of the Contract, the party wishing to cancel shall notify the other party of the alleged breach in writing, and allow the other party thirty (30) days in which to cure the alleged breach. If the alleged breach is not cured or substantial steps to cure the alleged breach are not taken within this period, the non-defaulting party may cancel the Contract at the end of said thirty (30) day period.
- 2.25 Acceptance of Services Rendered. The University, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the Contract satisfy the requirements as identified in the Contract.
- 2.26 Anti-Collusion. The submission of a proposal constitutes agreement that the supplier has not divulged its proposal to, or colluded with, any other offeror or party to a proposal whatsoever.
- 2.27 Indemnification. The supplier shall hold harmless, defend and indemnify the University of

Utah and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgements, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this contract by Supplier, or (b) Supplier's use of University premises, or (c) any act, error, or omission on the part of the Supplier, or its agents, employees, invitees, participants, or subcontractors except where such claims, losses, causes of action, judgements, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the University of Utah, its officers, employees or agents.

- 2.28 Insurance. Supplier shall maintain Commercial General Liability insurance with per occurrence limits of at least \$1,000,000 and general aggregate limits of at least \$2,000,000. Supplier shall also maintain, if applicable to Supplier's operations or performance of this contract, Business Automobile Liability insurance covering Supplier's owned, non-owned, and hired motor vehicles and/or Professional Liability insurance with liability limits of at least \$1,000,000 per occurrence. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the University.

If the coverages described above are not in place at the time a proposal is submitted the supplier should describe in detail what types and levels of coverage *are* in place currently, and clearly indicate the supplier's ability and willingness to obtain the above listed coverages if required by the University. The University of Utah reserves the right to require additional coverage from that presented, at the supplier's expense for the additional coverage.

The Supplier shall maintain all employee related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees or volunteers involved in performing services pursuant to this Contract. Supplier shall also maintain "special form" property insurance at replacement cost applicable to Supplier's property or its equipment and that contains a waiver of subrogation endorsement in favor of the University.

The Supplier's insurance carriers and policy provisions must be acceptable to the University's Risk and Insurance Manager and remain in effect for the duration of the Contract. The University of Utah shall be named as an additional insured on the Commercial General Liability insurance policy by endorsement. Supplier will cause any of its subcontractors, who provide materials or perform services relative to this contract, to also maintain the insurance coverages and provisions listed above.

The Supplier shall submit certificates of insurance as evidence of the above required insurance to the University prior to the commencement of this Contract (mail to: **University of Utah Purchasing Department, Attn: Mary Louise Hughes, 1901 E. South Campus Drive Rm. 151, Salt Lake City, UT 84112**). Such certificates shall indicate that the University will be given **thirty (30)** calendar days written notice prior to the cancellation of coverage.

- 2.29 Restrictions. All proposals must clearly set forth any restrictions or provisions deemed

necessary by the supplier to effectively service the proposed Contract.

- 2.30 Right to Reject. The University reserves the right to reject any or all proposals and to waive any informality or technicality in any proposal in the interest of the University.
- 2.31 Record Keeping and Audit Rights. Any supplier providing goods or services under any Contract shall maintain accurate accounting records for all goods and services provided thereunder, and shall retain all such records for a period of at least three (3) years following termination of the Contract. Upon reasonable notice and during normal business hours the University, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the Contract. The University's audit rights shall extend throughout the term of the Contract and for a period of at least three (3) years thereafter.
- 2.32 Management Reports. Upon request the supplier must be able to summarize and concisely report pertinent information to the University in a timely manner, throughout the duration of any Contract resulting from this RFP.
- 2.33 Further Agreements. In addition to a proposal, the University may from time to time require a supplier to execute certain additional documents or agreements, including without limitation a Contract, for the purpose of clarifying the intention of the parties with respect to providing the goods or services hereunder.
- 2.34 Relationship of the Parties. In assuming and performing the obligations of any Contract, the University and any supplier shall each be acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner or employee of the other.
- 2.35 Equal Opportunity. No supplier of goods and/or services under this RFP or any Contract shall discriminate against any employee, applicant for employment, or recipient of services on the basis of veteran status, race, religion, color, sex, sexual orientation, age, disability, or national origin.
- 2.36 Taxes – Supplier's Responsibility. Suppliers shall be responsible for and pay all taxes which may be levied or incurred against the supplier in connection with the performance of any services under a Contract, including taxes levied or incurred against supplier's income, inventory, property, sales, or other taxes.
- 2.37 Taxes - University is Exempt. The University is exempt from State of Utah sales and excise taxes (State of Utah Sales Tax Exemption number: 11874443-002-STC). Exemption certification information appears on all purchase orders issued by the University and such taxes will not apply to the University unless otherwise noted.
- 2.38 Payment and Performance Evidence. Supplier will provide evidence of financial responsibility, which demonstrates the Supplier's ability to perform the services contemplated by the RFP. Such evidence of financial strength may be in the form a performance bond, letter of credit, financial statements or other form which is reasonably

acceptable to the University.

- 2.39.1 Health Insurance Portability and Accountability Act (HIPAA). The University of Utah Health Sciences Center is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This transaction may fall under the jurisdiction of HIPAA and seller must comply with applicable state and federal HIPAA laws. If you have any questions, please contact the HIPAA Regulatory Office at 801-587-9241.
- 2.40 Debarment Clause. Supplier 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 Supplier cannot certify this statement, attach a written explanation for review by the University. Supplier must notify the Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 2.41 Status Verification System. If a Contract is awarded through this RFP for the physical performance of services within the State of Utah, supplier or supplier's agent, contractor, subcontractor or service provider is required to register and participate in the Status Verification System (E-verify) to verify the work eligibility status of Supplier's or Supplier's agent's, contractor's, subcontractor's or service provider's employees hired on or after July 1, 2009 and employed in the State of Utah, in accordance with UCA Section 63G-11-103.

## SECTION 3 - SPECIFICATIONS

*Note: Suppliers must respond to all sections of this RFP, including sections 1 and 2. When a section does not request specific information and you agree to what it contains, you may use language such as "Sections 1.01 through 1.05, Understood and Agreed" in your response. Refer to section 2.01 for instructions on how to compile your response.*

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- 3.01 Scope: The University of Utah desires to showcase the quality of its teaching, research service, and commercialization activities in national and international media. Securing that is the purpose for considering a media relations consultant. The consultant will work with PR staff on campus to develop and enhance stories for national and international placement. The consultant will focus its primary effort on story placement.
- 3.02 Experience of Supplier: Evaluations will be based on demonstrated experience of the supplier to creatively and effectively provide the following services to the offices of the Vice President for Institutional Advancement.
- A. An ability to recognize story ideas about the University that would be of interest to the national and international media groups
  - B. Experience in developing a strategic media relations campaign (use examples)
  - C. A proven ability and expertise to build relationships with and pitch story ideas to the national and international media (list contacts, examples of pro-active media efforts, provide email and telephone contacts that can be used by The University as a reference to these relationships)
  - D. Experience in organizing media events and press conferences (describe past events)
  - E. Experience in tracking and evaluating electronic and print media (examples)
  - F. Experience in measuring/evaluating success of outreach campaign (describe ideas for measuring success of the University's coverage)
- 3.03 Qualifications of Supplier:
- A. Describe the qualifications/experience of the key people who will be working with the University. Provide a resume of the main contact person for the University and any others that you deem appropriate.
- 3.04 References - Client  
List at least three (3) references for customers that have used services similar to those required by the University. Include business name, address, phone number and contact person for each reference. The University reserves the right to contact or visit any of the supplier's current and/or past customers to evaluate the level of

performance and customer satisfaction.

#### References - Media

List at least (3) references with National and International media outlets and your proposed engagement with these parties. Include business name, address, phone number and contact person for each reference. The University reserves the right to contact these parties to evaluate the level of engagement potential with the Supplier.

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## **SECTION 4 - PROPOSAL EVALUATION**

4.01 Proposal Evaluation Criteria. The criteria to be used to evaluate proposals, **listed in their relative order of importance**, are as follows:

- A. Overall experience
- B. The professional qualifications of the supplier
- C. Demonstrated experience in working with national and international press to promote clients
- D. An understanding of the potential opportunities for the U for national and international exposure
- E. An ability to maximize those opportunities for the University
- F. References
- G. Cost
- H. Ability to meet all other terms, conditions and specifications in this RFP

**NOTE: In addition to addressing the specific criteria listed, each supplier should provide a detailed response to each requirement in this RFP as indicated in Section 2.01, Proposal Response Outline.**

4.02 Evaluation Process. All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code and all applicable rules and policies.

In the initial phase of the proposal evaluation process, the evaluation committee will review all proposals timely received. First, nonresponsive proposals (those not conforming to RFP requirements) will be eliminated. Second, the remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgement of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration. Each supplier bears sole responsibility for the items included or not included in the response submitted by that supplier. The University reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

At the conclusion of this initial evaluation phase, finalist supplier proposals will be selected for detailed review and evaluation, including oral presentations if required. The University reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers.

**UNIVERSITY OF UTAH**  
Terms and Conditions of Purchase

**APPENDIX B**  
**Section 1**

The Board of Trustees of the University of Utah hereinafter called "U of U" has entered into a contract with the United States of America hereinafter called "Government." This order is entered into in furtherance of the performance of the work provided for in said contract.

1. **ACCEPTANCE.** The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of services covered by this order, shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made part of the order only to the extent of specifying the nature of the materials, supplies or services ordered, the price thereof and delivery date, and then only to the extent that such terms are consistent with the terms and conditions of this order.

2. **WAIVER.** The failure of U of U to enforce at any time any of the provisions of this contract, or exercise any option herein provided, or to require at any time performance by the seller of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of U of U thereafter to enforce each and every provision.

3. **WARRANTIES.** Seller warrants the articles delivered hereunder to be free from defects in labor, material and manufacture, and to be in compliance with any drawings or specifications incorporated or referenced herein and with any samples furnished by the Seller. All warranties shall run to U of U, its successors and assigns.

Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to U of U by any other Article of this order.

4. **DISCOUNT DATE.** The date for calculation of any cash discount offered by the Seller and provided for on the face of this order is (i) the date material is received, (ii) the date material is scheduled to be received under the order or (iii) the date an acceptable invoice is received, whichever is later. Where such date falls within the first 15 days of any month, discount will be taken when payment is made by the 25th of said month. Where such date falls after, discount will be taken when payment is made by the 10th of the following month. If these terms are in conflict with terms on the invoice and a longer term is granted on the invoice, the invoice terms will apply.

5. **INSPECTION.** All work performed and all deliverable items are subject to inspection and acceptance at destination notwithstanding any payments or inspection at source. Final inspection and acceptance shall be conclusive except as to latent defects, fraud, such gross mistakes as amount to fraud, and the Seller's warranty obligations. Supplies to be furnished hereunder shall be subject to inspection by U of U and/or government inspectors upon the premises of the Seller. Seller, without additional cost, shall provide all reasonable facilities and assistance for the safety and convenience of such inspectors. At the time of inspections, Seller shall make available to the inspectors copies of all drawings, specifications and process, preservation and packaging data applicable to the articles ordered herein.

6. **ASSIGNMENT.** This order is assignable by U of U. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of U of U. In event such consent is given, it shall not relieve Seller from any of the obligations of this order and any transferee or subcontractor shall be considered the agent of the Seller and, as between the parties hereto, Seller shall be and remain liable as if no such transfer or subletting had been made.

7. **CHANGES.** U of U may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of U of U. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless U of U waives this condition. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

8. **SHIPPING AND INSTRUCTION.** Shipments must be made as specified on the face of the order unless subsequently modified in writing by U of U. If shipment does not exceed 20 pounds gross weight, or \$100.00 in value, ship Parcel Post uninsured. Shipments in excess of \$100.00 should be insured to supplement carriers maximum responsibility. Originals of all government bills of lading, air bills, and rail and air express receipts shall be mailed to the U of U Receiving Department. Do not ship C.O.D. for goods or freight charges without U of U advance approval.

9. **LABOR DISPUTES.** Seller shall give prompt notice to U of U of any actual or potential labor dispute which delays or may delay timely performance of this order.

10. **TERMINATION FOR CONVENIENCE AND CAUSE.**

- i. U of U may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part at any time. U of U shall pay Seller as full compensation for performance until such termination: (a) the unit or pro rata order price for the delivered and accepted portion; and (b) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by U of U, with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price.
- ii. U of U may by written notice terminate this order for Seller's default, in whole or part, at any time, if seller refuses or fails to comply with the



- provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the materials or supplies or perform the services within the time specified or any written extension thereof. In such event, U of U may purchase of otherwise secure materials, supplies or services and, except as otherwise provided herein, Seller shall be liable to U of U for any excess costs occasioned of U of U thereby. If, after notice of termination for default, U of U determines that the Seller was not in default or that failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or the public enemy, acts of U of U, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of U of U, unless U of U shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.
- iii. If U of U determines that Seller has been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, U of U may extend the time for completion of work called for by this order, when promptly applied for in writing by Seller, and if such delay is due to failure of U of U, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of U of U to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.
  - iv. The rights and remedies of U of U provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
  - v. As used in this Article, the word "Seller" includes Seller and his sub-suppliers at any tier.

11. **TITLE.** Title to the material and supplies purchased hereunder shall pass directly from Seller to U of U or Government at the f.o.b. point shown, subject to the right of the U of U to reject upon inspection.

12. **PAYMENT, EXTRA CHARGES, DRAFTS.** Seller shall be paid upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. U of U will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by transportation receipts, or facsimile, if transportation is payable and charged as a separate item.

13. **PATENT INDEMNITY.** Seller shall indemnify U of U and Government and its officers, agents, and employees against liability, including costs, for infringement of Letter patent (except Letters Patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of Government) resulting from Seller's furnishing or supplying standard parts or components or utilizing its normal practices or methods in the performance of this order to any parts, components, practices, or methods as to which Seller has secured indemnification form liability. The foregoing indemnity shall not apply unless Seller shall have been informed as soon as practicable by U of U or Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to participate in the defense thereof and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

Seller shall pay all royalty and license fees relating to the items covered hereby. In the event any third party shall claim that the manufacture, use and sale of these goods covered hereby, infringement of any copyright, trademark or patent, the Seller shall indemnify U of U and hold U of U harmless from any cost, expenses, damage or loss incurred in any manner by U of U on account of any such alleged infringement.

14. **DECLARED VALUATION OF SHIPMENTS.** Except as otherwise provided on the face of this order, all shipments by Seller under this order for U of U account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

15. **ASSIGNMENT.** This order is assignable by U of U. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of U of U Purchasing Agent.

16. **LIABILITY FOR U of U FURNISHED PROPERTY.** Seller assumes complete liability for any tooling, articles or material furnished by U of U to Seller in connection with this order and Seller agrees to pay for all such tooling, articles or material spoiled by it or not otherwise accounted for to U of U's satisfaction. The furnishing to Seller of any tooling articles, or material in connection with this order shall not, unless otherwise expressly provided, be construed to vest title thereto to Seller.

17. **AFFIRMATIVE ACTION.** Unless exempted by rules, regulations or orders of the Secretary of Labor, during the performance of each contract with the U of U, the contractor agrees as follows:

- i. The contractor will not discriminate in violation of law against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, veteran of the Vietnam era, or disabled veteran status. The contractor will take appropriate action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, religion, sex, national origin, age, handicap, veteran of the Vietnam era, or disabled veteran status.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, veteran of the Vietnam era, or disabled veteran status.
- iii. The contractor has filed all equal employment opportunity reports (EEO-6) forms as required by the Civil Rights Act of 1964.
- iv. The contractor will comply with all applicable provisions, rules, regulations, and relevant orders of the Secretary of Labor pursuant to relevant orders and acts.
- v. Contractor will furnish all information reports required by applicable executive orders or acts, and by the rules, regulations, and applicable orders of the Secretary of Labor, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. The contractor has, if required by law, a written compliance program.
- vii. The contractor agrees to post in conspicuous places, available to employees and applicants, required notices relating to the employer's obligation to take affirmative action, and to employ and advance in employment without regard to race, color, religion, sex, national origin, age, handicap, veteran of the Vietnam era, or disabled veteran status, and their rights.
- viii. Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting office, advising a labor union or workers' representative of the contractor's affirmative action and nondiscrimination commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- ix. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized and such other sanctions may be imposed and remedies invoked as provided in executive orders, or acts, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- x. The contractor agrees that employment openings of the contractor, including those not generated by this contract, shall be listed at an appropriate local office of the state employment service system wherein the opening occurs. The contractor further agrees to revise such reports to such local office regarding employment openings and hires as may be required.
- xi. Nothing herein is intended to relieve the contractor from any requirements in applicable laws, executive orders or regulations regarding non-discrimination in employment.
- xii. The contractor hereby certifies that it does not or will not maintain segregated facilities nor permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, sex, national origin, age handicap, veteran of the Vietnam era, or disabled veteran status.

18. **INDEMNIFICATION AND INSURANCE.** In the event the Seller, its employees, agents, or subcontractors, enter premises occupied by or under the control of the Buyer in the performance of this order, the Seller agrees that it will be responsible to, and indemnify and hold harmless, the Buyer, its trustees, officers, employees, from any loss, cost damage, expense, or liability by reason of property damages or personal injury of whatsoever kind or character, arising out of, as a result of, or in connection with such performance occasioned by the negligence or other fault, by act or omission, of the Seller, its agents, employees, or subcontractors; and the Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above, and will maintain worker's compensation coverage (either by insurance or, if qualified pursuant to law, through a self-insurance program) covering all employees performing this order on premises occupied by or under the control of the Buyer.

19. **KICKBACK PROHIBITIONS.** Seller represents that they have not provided, attempted to provide, or offered any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, directly or indirectly, to any employee or agent of the U of U for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of any procurement contract. Seller further represents that they have not been solicited, accepted, or attempted to accept any kickback from any employee or agent of the U of U. Incidents of kickback may be reported in writing to the Department of Internal Audit, 407 Park Building, University of Utah, Salt Lake City, Utah 84112 or by calling 1-801-581-5997.

20. **HIPAA.** The University of Utah Health Sciences Center is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This transaction may fall under the jurisdiction of HIPAA and Seller must comply with applicable state and federal HIPAA laws. If you have any questions, please contact the HIPAA Regulatory Office at (801) 587-9241.

21. **OTHER APPLICABLE LAWS.** Any provision required to be included in a contract of this type of any applicable and valid federal, state or local statutes, act, executive order, law, ordinance, rule or regulation will be deemed to be incorporated herein including examination of records by the Comptroller General.

## Government Subcontract Provisions

### Section 2

If this order is a subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of this Section 2 and any other provisions of this order the terms and conditions of this Section 2 shall prevail. The term "FAR" means Federal Acquisition Regulations, including revisions in effect on the date of this order. The terms "Contractor," "Government," and "Contracting Officer," as used in the clauses incorporated by this reference, shall be deemed to refer to the "Seller." "Buyer" and "University of Utah" (U of U) respectively except for clauses FAR 52.215-1, 52.215-2, 52.227-12, and 52.227-1 where "Government" means "United States Government." Any reference to a "Disputes" clause in any of the clauses listed below shall be deemed to refer to the "Disputes" clause contained in the Prime Contract. In no event shall any such reference to a "Disputes" clause be construed to allow the Seller, without the concurrence or approval of the U of U to prosecute an appeal either directly or in the name of the U of U, to the Contracting Officer of such Prime Contract.

The following provisions apply regardless of the amount of this order:

1. Equal Opportunity - FAR 52.222-26
2. Anti-kickback Procedures - FAR 52.203-7
3. Integrity of Unit Prices - FAR 52.215-14
4. Preference for U.S. Flag Air Carriers - FAR 52.247-63
5. Restrictions on Subcontract or Sales - FAR 52.203-6
6. Certification and Disclosure Regarding Payments to Influence Certain federal Transactions - FAR 52.203-11
7. Limitation of Payments to Influence Certain Federal Transactions - FAR 52.203-12

The following provisions apply if the amount of this order exceeds \$10,000:

1. Affirmative Action for Handicapped Workers - FAR 52.222-36

The following provisions apply if the amount of this order exceeds \$25,000:

1. Audit-Negotiation - FAR 52.215-2
2. Affirmative Action for Vietnam Era Veterans -FAR 52.222 35
3. Examination of Records - FAR 52.215-2(e)
4. Certification of Nonsegregated Facilities - FAR 52.222-21
5. Utilization of Small Business Concerns and: Small Disadvantaged, Women-Owned, Veteran-Owned, Service Disabled Veteran-Owned, HUBZone, - FAR 52.219-8
6. Employment Reports on Vietnam Era Veterans and FAR 52.222-37

The following provisions apply if the amount of this order exceeds \$25,000:

1. Notice and Assistance Regarding Patent & Copyright Infringement - FAR 52.227-2
2. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters - FAR 52.209-5
3. Authorization and Consent - FAR 52.227.1
4. Use of U.S. Flag Commercial Vessels - FAR 52.247-64

The following provisions apply if the amount of this order exceeds \$100,000:

1. Subcontractor Cost and Pricing Data - FAR 52.215-12 (or FAR 52.215-25 for cost/price modifications)
2. Limitation on Payments to Influence Certain Federal Transactions - FAR 52.203-12

The following provisions apply if the amount of this order exceeds \$500,000:

1. Small Business Subcontracting Plan - FAR 52.219-9

The following provisions apply if the order involves design, development, or research:

1. Rights in Technical Data and Computer Software - DOD FAR Supp. 252-227-7013
2. Restrictive Marketing on Technical Data - DOD FAR supp. 252.227-7018
3. Patent rights (short form) FAR 52.227-11 or patent rights (long form) FAR 52.227-12 or in the case of an order under a NASA prime contract use NASA new technology clause or in the case of an order under a DOE prime contract use DOE PR9-9 107-s(a) long form.
4. Acknowledgement of Sponsorship under DOD Prime Contract:

The Contractor agrees that in the release of information relating to this contract such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the agency set forth in the schedule of this contract, and that the content of the information does not necessarily reflect the position or the policy of the government and no official endorsement should be inferred. For the purpose of this clause, "information" includes but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc. Nothing in the foregoing shall effect compliance with the requirements of the clause of this contract entitled "Military Security Requirements." The contractor further agrees to include this provision in any subcontract awarded as a result of this contract.

Publication of results under DOE Prime Contracts:

Research results obtained under this contract shall be made available to all through normal and accepted channels without restriction except that no Restricted Data as defined in the Atomic Energy Act of 1954, as amended, or other classified information shall be disclosed to unauthorized persons. Published results shall indicate that the research was supported by the Commission. A copy of each article submitted by the Contractor for publication shall be promptly sent to the Commission. The Contractor shall also inform the Commission when the article is published and furnish six copies of the article as finally published. It is recognized that during the course of the work hereunder or subsequent thereto, the Contractor, its employees, or its subcontractors, may from time to time, desire to publish, within the limit of security requirements, information regarding technical or scientific developments arising in the course of the contract. In order the public disclosure of such information will not adversely affect the patent interest of the Commission, such information shall be withheld from public disclosure if it discloses an invention, or discovery; such invention or discovery shall be promptly reported to the Commission for patent review and possible filing of a patent application, and such information shall thereafter be withheld from public disclosure for a period of four months unless written authorization provides for earlier release.

The following provisions apply under Other Specific Conditions:

1. Filing Patent Applications - FAR 52.227-10
2. Patent Rights - Retention by Contractor - (Short Form) FAR 52.227-11/or
3. Patent Rights - Retention by Contractor - (Long Form) FAR 52.227-12/or
4. Patent Rights-Retention by U of U - FAR 52.227-13
5. Military Security Requirements - FAR 52.204-2

6. Notice of Government Labor Disputes - FAR 52.222-1
7. Service Contract Act of 1965, as Amended - FAR 52.222-41
8. Contract Hours and Safety Standards - FAR 52.222-4

The following provision applies if the contract involves hazardous materials:

1. Hazardous material identification and Material Safety Data - FAR 52.223-3

The following provisions apply to construction contracts:

1. Davis-Bacon Act - FAR 52.222.32
2. Contract Termination-Debarment - FAR 52.222-12
3. Apprentices and Trainees - FAR 52.222-9
4. Payrolls and Basic Records - FAR 53.222-8
5. Compliance with Copeland Act Requirements - FAR 52.222-10
6. Withholding of Funds - FAR 52.222-7
7. Subcontracts (Labor Standards) - FAR 52.222-11
8. Disputes Concerning Labor Standards - FAR 52.222-14
9. Compliance with Davis-Bacon and Related Act Regulations - FAR 52.222-13
10. Certification of Eligibility - FAR 52.222-15

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## Question and Answers for Bid #W93158 - Media Relations Consulting

### 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: Mar 17, 2011 5:00:00 PM MDT

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