

# **Solicitation UU158167291**

**University of Utah Marketing & Communications**

**Bid Designation: Public**



**University of Utah**

## Bid UU158167291

### University of Utah Marketing & Communications

Bid Number **UU158167291**  
 Bid Title **University of Utah Marketing & Communications**

Bid Start Date **Jun 14, 2022 2:18:50 PM MDT**  
 Bid End Date **Jul 14, 2022 2:00:00 PM MDT**  
 Question &  
 Answer End Date **Jul 7, 2022 2:00:00 PM MDT**

Bid Contact **Patti Service**  
**Buyer**  
**Purchasing**  
**801-581-7241**  
**pservice@purchasing.utah.edu**

Contract Duration **5 years**  
 Contract Renewal **Not Applicable**  
 Prices Good for **120 days**

Bid Comments **Contract with multiple qualified vendors to obtain strategic communications, reputation management and crisis communications advising services for the University Marketing & Communications department of the University of Utah.**

#### Item Response Form

Item **UU158167291-01-01 - UU158167291 University of Utah Marketing & Communications**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **University of Utah**  
University of Utah  
 201 S Presidents Circle, Rm 170  
 Salt Lake City UT 84112  
**Qty 1**

#### **Description**

Contract with multiple qualified vendors to obtain strategic communications, reputation management and crisis communications advising services for the University Marketing & Communications department of the University of Utah.



**Request for Proposal  
For University of Utah Marketing & Communications  
RFP # UU158167291**

Issued 6/14/2022

**University of Utah Contact:**

Patti Service, Buyer  
University of Utah Purchasing Dept.  
201 S. Presidents Circle Rm.170  
Salt Lake City, UT 84112  
Tel. (801) 587-3894 Fax (801) 581-8609  
E-Mail: PService@purchasing.utah.edu

Questions regarding this RFP should be submitted through Periscope S2G (formerly BidSync:  
<https://www.periscopeholdings.com>  
Solicitation #: UU158167291  
In the Question and Answer section

Version: 5.25.2021

## **TABLE OF CONTENTS**

### **SECTION 1 - PURPOSE OF RFP**

- 1.01 Purpose of RFP
- 1.02 Background

### **SECTION 2 – RFP DETAILS**

- 2.01 Issuing Office/RFP Reference #
- 2.02 Important Dates
- 2.03 Pre-Proposal Conference
- 2.04 Inquiries
- 2.05 RFP Submission Due Date
- 2.06 Time for Evaluations
- 2.07 Multiple Stage Process
- 2.08 Oral Presentation
- 2.09 Best and Final Offer
- 2.10 Award of Contract
- 2.11 Contract Period/Effective Date
- 2.12 Cost and Fees

### **SECTION 3 – SCOPE OF WORK**

- 3.01 Detailed Scope of Work

### **SECTION 4 - PROPOSAL REQUIREMENTS**

- 4.01 Work Examples
- 4.02 Experience
- 4.03 Understanding Higher Education
- 4.04 Cost Proposal

### **SECTION 5 – PROPOSAL RESPONSE FORMAT**

- 5.01 Administrative Guidance
- 5.02 Technical Response Format
- 5.03 Cost Proposal Response Format

### **SECTION 6 – PROPOSAL EVALUATION**

- 6.01 Evaluation Criteria
- 6.02 Evaluation Process

**SECTION 7 – GENERAL PROVISIONS**

- 7.01 Protected Information
- 7.02 Incurring Costs
- 7.03 Addendum to RFP
- 7.04 Other Communications
- 7.05 Alternative Proposals
- 7.06 Authorized Vendor Representatives
- 7.07 Award of Subcontracts
- 7.08 Assignment
- 7.09 Remedies
- 7.10 Compliance
- 7.11 Cancellation
- 7.12 Acceptance of Services Rendered
- 7.13 Anti-Collusion
- 7.14 Indemnification
- 7.15 Restrictions
- 7.16 Right to Reject
- 7.17 Record Keeping and Audit Rights
- 7.18 Management Reports
- 7.19 Further Agreements
- 7.20 Relationship of the Parties
- 7.21 Equal Opportunity
- 7.22 Taxes-Vendor's Responsibility
- 7.23 Taxes-University is Exempt
- 7.24 Tax Liens
- 7.25 Health Insurance Portability & Accountability
- 7.26 Debarment Clause
- 7.27 Status Verification System
- 7.28 Federal Exclusion
- 7.29 Insurance
- 7.30 Drug- Alcohol- Tobacco-Free Campus
- 7.31 Contract Terms; Incorporation by Reference

**ATTACHMENTS**

[Appendix B, University of Utah Terms & Conditions of Purchase](#)

Attachment A –Vendor Response Form- Cost Proposal Form

*Instructions: Vendors must respond to all sections of this RFP, including sections 1 through 7. 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. State of Utah Procurement Code requires pricing be submitted separately from the technical proposal. Refer to Section 5 for instructions on how to organize your response.*

## SECTION 1 – PURPOSE OF RFP

1.01 Purpose of RFP. The purpose of this Request for Proposals (RFP) is to solicit proposals to enter into a contract with multiple qualified vendors to obtain strategic communications, marketing, design, creative expertise, and reputation management and crisis communications advising services for the University Marketing & Communications department of the University of Utah, hereafter referred to as the "University." The companies submitting proposals in response to this RFP will hereafter be referred to as "Vendor." The University is examining several alternatives of providing these services and may decide, after reviewing proposals submitted, not to enter into any agreement. The University will utilize the services of the selected vendors at its own discretion for use in the central department or for university wide use. Vendors are not guaranteed contracted work on a weekly, monthly, or yearly basis. Resulting contracts may be utilized by any University Department, Business Unit, or Organization Unit.

1.02 Background. The University is seeking the services of multiple full-service communications, marketing and creative design firms and individual contractors to support strengthening its reputation amongst key stakeholders both locally and nationally. The awards will be made to responsive and responsible firms based on the best value and professional capability.

The selected vendors will be the University's strategic partners in architecting and implementing reputation management strategies and creative work for University Marketing and Communications. These vendors will have a demonstrated understanding of the unique challenges that face a public university, and verifiable experience in one or all of the following areas:

- Crisis and issues management support
- Strategic engagement with key stakeholders including donors, alumni, faculty/staff/students/parents, community leaders, and national/trade/local media.
- Building a reputation measurement framework
- Driving national reputation among thought leaders in higher education
- Brand and creative services

1.03 Definitions.

1.03.1 University Marketing & Communications is the central office for marketing and communications needs and supports all other colleges, departments, and offices at the University. These services are to be obtained for the University Marketing & Communications department of the University of Utah, hereafter to be referred to as the “University.”

1.03.2 The companies submitting proposals in response to this RFP will hereafter be referred to as “Vendor.

1.03.3 Awarded Vendors may be referred to as Contractor.

1.03.4 The University employee seeking services by awarded vendors may be referred to as project manager or client.

## SECTION 2 – RFP DETAILS

- 2.01 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 **UU158167291**. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.
- 2.02 Important Dates. The following dates are significant for this RFP:
- |                              |  |
|------------------------------|--|
| RFP Dated and Issued         | Date: June 14, 2022                              |
| RFP Inquiry Questions Due    | Date: July 7, 2022 by 2:00 pm, current mountain  |
| Proposals Due Date           | Date: July 14, 2022 by 2:00 pm, current mountain |
| Estimated Oral Presentations | N/A  |
- 2.03 Pre-Proposal Conference.  
**A pre-proposal conference will not be held for this RFP.**
- 2.04 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, Solicitation # UU158167291 in Periscope S2G. All such questions should be received by **the Questions Due Date listed in Section 2.02**. Answers to questions will be posted on the Periscope S2G site. Bidders who select ‘Notify me about this Bid’ or ‘Download Bid Packet’ will receive email notification of any addenda, changes, or updates to the bid.
- 2.05 Submission Due Date.  
**Submit your proposal electronically through Periscope S2G by the Proposal Due Date and Time listed in Section 2.02.**

Proposals submitted electronically through Periscope S2G may require uploading of electronic attachments. The Periscope S2G site will accept a wide variety of document types as Word, Excel, and PDF attachments but not all. You **MAY NOT** submit documents that are embedded (zip files), movies, wmp and mp3 files or password protected files, etc. Such actions may cause your proposal(s) to be deemed as “non-responsive”. All cost documents must be attached as separate files.

When submitting an offer electronically through Periscope S2G, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the offer. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system. It is recommended the submission process be completed the day prior to the due date, with the knowledge any changes/updates will be accepted through the due date and time.

Periscope S2G customer support may be contacted at (800) 990-9339 or [S2G@periscopeholdings.com](mailto:S2G@periscopeholdings.com) for guidance on the Periscope S2G site.

Vendors are responsible for ensuring their Periscope S2G registration information is current and correct. The University and stakeholders shall not be responsible for missing or incorrect information contained in the vendor registration in the Periscope S2G site. Incorrect or missing vendor registration information may result in failure to receive notification from Periscope S2G regarding this procurement.

Proposals received after the due date and time will be late and ineligible for consideration. Following the deadline, the names of those responding to the RFP will be made public.

2.06 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.

2.07 Multiple Stage Process. The University reserves the right to conduct the RFP in a multiple stage process and narrow the number of Vendors that will move on to subsequent stages.

2.08 Oral Presentation. No Oral Presentations are required for this solicitation.

2.09 Best and Final Offer. Best and Final Offer (BAFO) may be requested as part of this process from responsive and responsible proposals received.

2.10 Award of the Contract.  
University Wide Award: The award of the resulting contracts may be for University wide use. Under the same terms and conditions, the University of Utah reserves the right to allow any University business unit(s) to make full use of the agreements including pricing structure provided in this request.

It is anticipated that multiple contracts will result from this solicitation. Any proposal achieving 60 total points (technical and cost points combined) will receive an intent to award notification. The University does not guarantee the number of projects requiring public relations, crisis management, or creative services from any vendor awarded a contract. The University will not be required to solicit all awarded vendors, either individually or collectively, when the need for service arises. The award of the resulting contracts will be for University-wide use and may be available for use by any University



Operational unit. The resulting contracts shall be at the University's option and the University may elect to use the services of non-contracted firms to serve their public relations and crisis management needs if there is a written finding by the procurement officer that services under the contract will not effectively or efficiently meet the needs of the University Department. Use of these services will be at the sole option and discretion of the University. No awarded vendors will have any exclusive rights.

The resulting contracts will be requirements contracts that do not require a minimum purchase.

Upon successful completion and award of this RFP as described above, the University will post notice of an Intent to Award which shall be based upon completion of a mutually agreed upon contract. The Purchasing Department is the only entity authorized to award a Contract for the proposed purchases.

- 2.11 Contract Period and Effective Date. The anticipated Contract term will be for a period of 5 years.

The anticipated effective date of the Contract is August 2022.

- 2.12 Costs and Fees. (Reference Attachment A: Vendor Response Form)

Cost must remain firm and fixed for one (1) of this agreement.

Price Escalation

A price increase may be requested sixty (60) days prior to end date of the current one (1) year term and is subject to University approval. Vendor requests shall include detailed documentation explaining and supporting the price increase request. Any approved price increase shall carry a one (1) year price guarantee. Price decreases shall be passed on to the University immediately.

Send cost increase requests to: University of Utah Marketing & Communications; Shawn Wood Manager PR Communications: 201 Presidents Circle Room 306 Salt Lake City, Utah 84112 shawn.wood@utah.edu

### **SECTION 3 – SCOPE OF WORK**

- 3.01 Below is a list of some of the types of public relations, crisis management, and creative work that the University requires. Vendors may respond to one or more of the service categories. Vendors are not required to respond to all service categories. Awarded vendors shall adhere to University requirements and standards as outlined in this solicitation. Contracted vendors shall have the necessary skill set and software to complete agreed upon projects.

Contractors agree to produce project materials at the request of the University for fees agreed upon in advance and delivery of project by an agreed-upon deadline. Revisions to deadlines or timelines will be agreed upon with reasonable advance notice. Contractor agrees that they will be the sole creator of completed project work, which will be original work and free of plagiarism.

Completed projects will become the property of the University of Utah and shall not be used externally without client permission. Contractor will cooperate with the project manager assigned by the University in editing and otherwise reviewing projects prior to completion. Contractors agree to respond to phone and email communication from project manager (University) within 24 hours, unless otherwise discussed in advance. Projects may require a quick response time with short notice to meet the needs of the University.

***Vendors with existing contracts in these categories do not need to respond unless responding to new categories or contract will expire soon.***

## SERVICE CATEGORIES

**Crisis Communications and Issues Management Support:** Provide strategic and tactical communications support during issues and crises. Evaluation of University's current state of performance management, digital listening, and crisis preparedness capabilities, in terms of people processes and technologies. Conduct operations and brand reputation assessment(s) among key local, national and international media outlets and social media influencers to identify vulnerabilities. This includes experience with conducting quantitative and qualitative research focused on campus climate (campus climate assessment), belonging, equity, diversity, inclusion and other areas of critical importance to the university. Creation of case studies of peer and competitor crises as it pertains to the University's key vulnerabilities, as identified in the vulnerability assessment. Creation of a measurement framework, including the technologies required, the recommended reports (i.e., cadence, audience, metrics). Sourcing and/or compiling post-mortems of key learnings from previous University of Utah crises. Planning and support in executing a national thought leadership reputation strategy.

**Story Telling Services:** Including, but not limited to, basic press releases, blogs, op-eds, faculty/staff/student/patient stories, and copywriting for websites and marketing materials. This general category is broad in scope and may include a wide variety of projects.

**General Media:** Including, but not limited to, creating releases, pitches, media plans, and reputation management work targeting high profile and local media outlets and wires. This would include helping the University understand the current media trends and topics to find stories that could be of interest to national and regional media. Examples of national media would include the Associated Press, HBR, The Wall Street Journal, USA Today, The New York Times, Bloomberg News, NBC Nightly News, Salt Lake Tribune, Deseret News, etc. These stories would likely be of clinical achievements/interest, awards science, education, health care policy and leadership in business of health care stories that would be applicable and interesting for a general public audience. It would also include positioning leadership as thought leaders on the national stage.

**Higher Education-focused Media (Journals and Trades):** Occasionally some stories will be of interest to a higher education leadership or administration. These stories may not be the right fit for general public national media, but would be most applicable for higher education trades, such as The Chronicle of Higher Education, Inside Higher Ed and The Chronicle of Philanthropy. This work would include assistance in creating the release, pitch, and media plan targeting the higher education trades.

**Brand and Creative Services:** Including, but not limited to, graphic design, illustration, photography, video production/filming/editing, logo creation, and brand management. Additional service needs could include, but not limited to, event planning/execution of symposiums, webinars, press conferences and workshops.

**Science Communications:** Including, but not limited to, promoting research findings, studies, grants and awards to come to the University's faculty and staff. These stories would require more science background and understanding. Contacts with more science-focused publications preferably. The work for this service category would be assistance creating press releases, pitches, media plans, and op-eds targeting national science-leaning journals and publications.

**End User Ordering Instructions:** End users of the resulting contracts shall review the offerings for the applicable public relations service category to determine which contractor, if any, meets the needs of their project. The end user may request additional information regarding services from any of the contractors before making a decision. Additional information may include references, work examples, ability to meet project deadline, ability to meet project requirements within a stated budget. It is at the sole discretion of project planner which, if any, of the contractors meets the needs of the University project. If no contracted suppliers meet the public relations needs of the University Department, then other vendors may be sourced.

## SECTION 4 – PROPOSAL REQUIREMENTS

### 4.0 Evaluated Criteria

An evaluation committee will evaluate each of the proposals received. Vendors must submit a separate response to the following evaluated criteria for each of the service categories for which they are responding. Each service category will be evaluated separately. Each response to a service category should have the service category as the title and use the following section numbers and headings for ease in evaluation. Vendors shall clearly identify and describe their ability to perform work in the service category.

- 4.01 **WORK EXAMPLES:** Demonstrate ability to meet the scope of work by providing three (3) examples of successful work for each of the categories for which you are responding. This can be press releases, pitch scripts/examples, graphic designs, illustrations, video, photography, demonstrated success in landing a story in a national/trade publication(s), etc. Provide supporting data, e.g. number of placements (caliber of placement), audience reach, etc.
- 4.02 **EXPERIENCE:** Demonstrate prior experience by providing a resume for key employees who will be assigned to University projects and an overview of your firm including, but

not limited to, firm history and client list.

Provide two (2) references for clients you've worked with in the past five (5) years on projects similar to which you are responding. Include business name, address, phone number and contact person for each reference.

The University reserves the right to contact or visit any of the Vendor's current and/or past customers to evaluate the level of performance and customer satisfaction.

The University may deem any proposal as "Non-Responsive" if the submission fails to provide the requested references or upon receipt of a reference check response that the University deems as unsatisfactory.

- 4.03 UNDERSTANDING OF HIGHER EDUCATION: Provide evidence which demonstrate an understanding of the unique nature of higher education institutions and stakeholder groups such as: faculty/professors/instructors, staff, students, parents, alumni and community members. Demonstrated understanding of and commitment to the University's Equity, Diversity, & Inclusion (EDI) policies and standards. Experience with fund raising/capital campaigns and donor relations.
- 4.05 COST PROPOSAL: Do not include cost in the technical response as it will be evaluated separately after the technical response (Sections 4.02 – 4.04) evaluation is completed.  
***Complete the attached Cost Sheet ATTACHMENT A.***

Cost Due to the unique nature of graphic design services, a firm fixed cost cannot be assigned that will cover all future planned and scheduled events. As projects are planned a great deal of discretion in the scope of work is given to graphic designers based on their creativity, competence, and past graphic design projects. It's not possible to request and compare an entire graphic design among multiple vendors because the graphic design is the procurement item and takes many weeks to develop in cooperation with University project managers after the selection of the graphic designer is done. Cost will be evaluated based on the hourly rates of professional services in each of the 7 (seven) service categories. In addition to the hourly rates, offerors may submit standard price lists for the services and products offered. Standard price lists may include hourly rates for other services and fees. It has been determined that the contract type that is in the best interest of the University shall be a combination of hourly rates for known services. Other unknown services and products will be quoted upon selection of a qualified graphic designer. It is difficult to determine the costs at the time the contract is entered into due to the unique projects and services required. It isn't possible to evaluate a graphic design project until after it's created, and we can't ask firms to create the graphic design for the purposes of comparison when the procurement item is the graphic design. Creativity and portfolio examination of past projects along with ability to meet project budgets is the standard procurement process. The graphic design process is a collaborative effort between the contracted supplier and the University project manager and tends to span over several weeks after a design professional is chosen. Graphic design firms don't engage in the design process until they are selected. Projects issued from resulting contracts will require a quote that includes a total project cost, all services and rates, all rental equipment/props and rates, all design fees, and products and materials. Price Escalation The hourly rates and fees provided on

the cost schedule shall be valid for the initial term of the contract and will remain in effect for the full term of the contract, including renewals, unless the contractor submits a price increase request to the University contract manager sixty (60) days prior to the end of the term. The price increase request shall include documentation of the costs or related expenses incurred and related to the price increase. The University shall have the sole discretion to approve or deny any rate increase request. Discounts offered shall remain effective for the entire term of the contract.

## **SECTION 5 – PROPOSAL RESPONSE FORMAT**

*(For Cost Proposal submission see section 5.03)*

- 5.01 Administrative Guidance. The information provided herein is intended to assist Vendors in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested Vendors 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. Vendors 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.
- 5.02 Technical Proposal Response Format. Proposals should be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals should be organized to comply with the following sections:

**DETAILED RESPONSE.** 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.** Specific emphasis should be placed on responding to the information requested in Sections 3 and 4 but all sections and items should be fully addressed. Narrative regarding options or alternatives with complete details including how those meet or exceed the RFP requirements should be included in the relevant section. Failure to provide written response to items indicated in this RFP will be interpreted by the University as an *inability* by the Vendor to provide the requested product, service or function and may be deemed as “Non-responsive”.

**ADDITIONAL INFORMATION:** Miscellaneous additional information and attachments, if any may be submitted by the Vendor.

- 5.03 Cost Proposal Response Format. **Pricing information MAY NOT be included in the technical portion of your proposal. Vendors must submit a separate cost proposal allowing costs to be evaluated independently of other criteria in the proposal. Inclusion of any cost or pricing data within the technical proposal may result in your proposal being deemed as “non-responsive.”**

The cost proposal must be attached as a separate document and identified as “Cost Proposal” with your company name in Periscope S2G if your submission is electronic.

Failure to submit the cost proposal form included in this RFP may cause your proposal to be deemed “non-responsive.” Incomplete cost proposal forms will receive zero cost points.

Cost will be evaluated based on the Total of the average hourly rate of each of the subcategories in each category.

Standard Cost Formula:

The following formula shall be used to determine the cost score:  $Cost\ Points * ((2 - \frac{proposed\ fee}{lowest\ proposed\ fee}))$

## SECTION 6 – PROPOSAL EVALUATION

- 6.01 Proposal Evaluation Criteria. The criteria to be used to evaluate proposals, listed with their relative weight in 100 points, are as follows:

No.	Criteria	Points
1	WORK EXAMPLES	30
3	EXPERIENCE	30
4	UNDERSTANDING OF HIGHER EDUCATION	20
5	COST PROPOSAL	20
	Total:	100

- 6.02 Evaluation Process. All proposals in response to this RFP will be evaluated as follows:
1. All proposals will be reviewed to determine their responsiveness to the requirements of the RFP. Non-responsive proposals (those not conforming to minimum RFP requirements) shall be eliminated from further consideration. Each Vendor bears the sole responsibility for the items included or not included in the response submitted by that Vendor. 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 any time the deviations or exceptions are discovered.
  2. Proposals will be reviewed and evaluated by the evaluation committee based upon the quality of information received and the information that supports the respondent’s ability to meet or exceed the technical requirements stated in the RFP and is subject to all advancement criteria or multi-stage process stated. Proposals may be deemed non-responsive and disqualified at any stage of the process the disqualifying factor is

discovered. At the conclusion of the technical evaluation, the Purchasing Department will evaluate the cost proposals according to the formula, published in Section 5.03 and in accordance with the Utah Procurement Code. **Cost scoring shall be based on the lowest responsive and responsible price offered meeting or exceeding all minimum requirements listed in this RFP.** The points allocated to each cost proposal will be added to the corresponding proposal's total technical score.

3. Upon request, a Best and Final Offer (BAFO) may be requested as part of this process from responsive and responsible proposals received.

## SECTION 7 - GENERAL PROVISIONS

- 7.01 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 Vendor 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. A copy of the University's standard business confidentiality claim form may be found at [http://fbs.admin.utah.edu/download/purchasing/Business\\_Confidentiality\\_Claim\\_Form.pdf](http://fbs.admin.utah.edu/download/purchasing/Business_Confidentiality_Claim_Form.pdf)). **Non-specific statements of confidentiality (e.g., marking a document confidential or proprietary in a cover letter, header, footer or watermark) are insufficient to claim confidentiality under GRAMA.** 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. Any confidentiality and non-use obligations applicable to the University as a consequence of the Contract will be subject in all cases to the University's obligations under GRAMA.
- 7.02 Incurring Costs. The University will not be liable for any cost which Vendors 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.
- 7.03 Addendum to RFP. In the event the University deems it necessary to revise this RFP in whole or in part, an addendum will be provided to relevant vendors.
- 7.04 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 Vendor from other sources (such as employees in the using department) should be confirmed by the Vendor 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.
- 7.05 Alternative Proposals. A Vendor may submit more than one proposal, each of which must follow the Proposal Response Format (section 5 herein) and satisfy the requirements of this RFP. The Vendor'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 Vendor must explain the reasons for the alternative(s) and its comparative benefits. Each proposal submitted will be evaluated on its own merits.

- 7.06 Authorized Vendor Representatives. The University reserves the right to require a change in the individual assigned to represent the Vendor 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 Vendor, during the term of the Contract.
- 7.07 Award of Subcontracts. For each subcontract, if any, which the Vendor proposes to award, the Vendor shall specify in writing the proposed subcontractor's name and address, and the purpose of each subcontract. Any Vendor 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 7.29 of this RFP.
- 7.08 Assignment. Vendor 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 Vendor of any of its obligations under the Contract.
- 7.09 Remedies; Governing Law; Venue. 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. The Contract will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Contract parties relating to or arising under the Contract shall be exclusively in the State of Utah. The Contract will not require either Vendor or the University to arbitrate any dispute arising under the Contract.
- 7.10 Compliance. The Vendor 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.
- 7.11 Cancellation. Inadequate delivery, unsatisfactory service or Vendor's failure to adhere to the Contract covenants may result in University's cancellation of the Contract. The Vendor 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.

- 7.12 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.
- 7.13 Anti-Collusion. The submission of a proposal constitutes agreement that the Vendor has not divulged its proposal to, or colluded with, any other offeror or party to a proposal whatsoever.
- 7.14 Indemnification; Limitations of Liability. The Contract shall provide the Vendor 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, judgments, 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 the Contract by Vendor, or (b) Vendor's use of University premises, or (c) any act, error, or omission on the part of the Vendor, or its agents, employees, invitees, participants, or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the University of Utah, its officers, employees or agents.

University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Contract shall constitute the University's waiver of any protections, rights, or defenses applicable to the University under the Act including, without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Contract, any indemnity obligations of University contained in the Contract shall be subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University.

The University will not incur, as a consequence of the Contract or otherwise, any liability for the operations, acts, or omissions of Vendor or any third party, and nothing in the Contract shall be so interpreted or construed.

The Contract will include no limitations of liability, or exclusions or remedies, for any damages other than special, indirect or consequential damages.

- 7.15 Restrictions. Subject to the terms of this Section 7, all proposals must clearly set forth any restrictions or provisions deemed necessary by the Vendor to effectively service the proposed Contract.
- 7.16 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.
- 7.17 Record Keeping and Audit Rights. Any Vendor 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 seven (7) 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 seven (7) years thereafter.

- 7.18 Management Reports. Upon request the Vendor 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.
- 7.19 Further Agreements. In addition to a proposal, the University may from time to time require a Vendor 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.
- 7.20 Relationship of the Parties. In assuming and performing the obligations of any Contract, the University and any Vendor 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. Vendor affirms that the Vendor or any employee in their organization does not have a conflict of interest or potential conflict of interest with the University of Utah.
- 7.21 Equal Opportunity. No Vendor 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.
- 7.22 Taxes – Vendor's Responsibility. Vendors shall be responsible for and pay all taxes which may be levied or incurred against the Vendor in connection with the performance of any services under a Contract, including taxes levied or incurred against Vendor's income, inventory, property, sales, or other taxes.
- 7.23 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.
- 7.24 Tax Liens. By submitting a proposal, the Vendor certifies that neither it nor its principals are presently subject to an outstanding tax lien in the State of Utah. If the Vendor cannot certify this statement, the Vendor will submit to the University a written explanation for the review of the University. If the Vendor is subject to any outstanding tax lien in the State of Utah, the University may reject the Vendor's quote, bid, offer, or proposal in response to the request pursuant to UCA 63G-6a-905.
- 7.25 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 Vendor must comply with applicable state and federal HIPAA laws. If you have any questions, please contact the HIPAA Regulatory Office at 801-587-9241.

- 7.26 Debarment Clause. Vendor 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 Vendor cannot certify this statement, attach a written explanation for review by the University. Vendor must notify the Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 7.27 Status Verification System. If a Contract is awarded through this RFP for the physical performance of services within the State of Utah, Vendor or Vendor'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 Vendor's or Vendor'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-12-302.
- 7.28 Federal Exclusion. Vendor warrants and represents that Vendor, its officers, directors, and any employees or subcontractors providing goods or services under this Contract (i) are not currently excluded, debarred, or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. § 1320a-7b (f) or to provide goods to or perform services on behalf of the federal government as either a contractor or subcontractor. This shall be an ongoing representation and warranty during the term of this Contract and Vendor shall immediately notify University of any change in the status of the representation and warranty. University may immediately terminate the Contract for cause in the event of a breach of this section or as a result of any material change in status of the representation and warranty. Notwithstanding any other provision in the Contract, Vendor shall defend and indemnify University and its officers, employees, and agents in connection with any and all claims, losses, causes of action, judgments, fines, damages, or other similar expenses, including reasonable attorney fees, resulting from a breach of this section.
- 7.29 Insurance. During the term of any Contract, and for a period of two (2) years following the expiration or earlier termination of the Contract for any reason, Vendor shall maintain the following insurance policies:
- a) Commercial General Liability insurance with per occurrence limits of at least \$1,000,000 and general aggregate limits of at least \$2,000,000.
  - b) If applicable to Vendor's operations or performance of the Contract, Cyber Liability, Professional Liability, Liquor Liability, Aircraft Liability and/or Business Automobile Liability insurance covering Vendor's owned, non-owned, and hired motor vehicles with liability limits of at least \$1,000,000 per occurrence.

- c) All employee related insurances, in the statutory amounts, such as worker's compensation, and employer's liability, for its employees or volunteers involved in performing services pursuant to the Contract.
- d) "Special form" property insurance at replacement cost applicable to Vendor's property or its equipment and that contains a waiver of subrogation endorsement in favor of the University.

Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the University.

If applicable, Vendor shall maintain and provide evidence of an employee dishonesty (fidelity) bond or other form of surety in the minimum amount of \$100,000 which guarantees that the bond or surety will reimburse the University for any pecuniary loss that may be sustained by any act of fraud, dishonesty, forgery, theft, embezzlement, malfeasance, or misappropriation on the part of Vendor, or any of its employees, officers, directors, agents, contractors or subcontractors directly or indirectly. This bond shall be issued by a responsible surety company authorized to do business within the State of Utah, and shall be subject to the reasonable approval by the University as to form and content.

Vendor's insurance carriers and policy provisions must be acceptable to the University's Risk and Insurance Manager. The University of Utah shall be named as an additional insured on the Commercial General Liability, and if applicable, Aircraft Liability, and Liquor Liability insurance policy by endorsement. Vendor 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.

If the coverage's described above are not in place at the time a proposal is submitted, Vendor should describe in detail what types and levels of coverage are in place currently, and clearly indicate Vendor's ability and willingness to obtain the above listed coverage's if required by the University.

Vendor 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: Associate Director of Procurement and Contracting Services, 201 S. Presidents Circle Rm 170, Salt Lake City, UT 84112**). Such certificates shall indicate that the University will be given **thirty (30)** calendar day's written notice prior to the cancellation of coverage.

University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager of the State of Utah and applicable law. Nothing in the Contract shall require University to carry different or additional insurance, and any obligations of University contained in the Contract to name a party as additional insured shall be limited to naming such party as additional insured with respect to University's negligent acts or omissions.

- 7.30 Drug- Alcohol- Tobacco-Free Campus. The University of Utah is a drug-, alcohol-, and tobacco-free campus, with no smoking and/or use of any tobacco product on all University property and in any outdoor area controlled by the University. This rule is applicable 24 hours a day, 7 days a week. The campus will officially operate as tobacco-free as of July 1, 2018. University property includes any property owned, leased, or controlled by the University and includes but is not limited to: all buildings, vehicles, residential and recreational areas, athletic fields, parking lots, parking structures, streets, sidewalks, hospitals and clinics. All representatives of the awarded Vendor, including delivery and installation personnel, shall adhere to these requirements, including being free of the effects of these substances while on campus. Not adhering to these standards shall be considered a breach of any Contract or purchase order resulting from this solicitation. Please see the following link for more information regarding the University Rule. <https://regulations.utah.edu/administration/rules/R3-300A.php>
- 7.31 Contract Terms; Incorporation by Reference. Contract provisions shall be consistent with each provision of this Section 7 in all material respects. The Contract will incorporate by reference this Section 7. If any provision of this Section 7 conflicts with any provision of the Contract, the conflicting provision of this Section 7 shall control.
- 7.32 Anti-Boycott Israel. Vendor agrees not to engage in a boycott of the State of Israel for the duration of any resulting contract.

**SOLICITATION # UU15816729\_ for University of Utah Marketing and Communications**

Instructions: You must complete all requested information.

Complete all gray shaded fields. Check the legal classification box and any business diversity classification that applies.

Mandatory Requirements: You must confirm 'Yes' to mandatory requirements in order for your proposal to be considered responsive.

Cost Schedule: You must complete the Cost Schedule.

Complete all gray shaded fields for projects. Standard rates and fees shall be incorporated into any resulting contracts.

Note: In addition to completion of this form, you must also submit a response to the Section 4 Evaluated Criteria for each of the categories you are responding to.

VENDOR INFORMATION	
Company Name:	
Remitting Street Address:	
City:	
State:	
Zip Code:	
Contact Person:	
Phone:	
Tax ID Number:	
Payment Terms:	
Preferred Number or Email for purchase orders:	

- | Check Legal Classification                    | Check Business Diversity Classification                    |
|---|--|
| <input type="checkbox"/> Sole Proprietor/Ind. | <input type="checkbox"/> Large Business                    |
| <input type="checkbox"/> C Corporation        | <input type="checkbox"/> Non Profit Business               |
| <input type="checkbox"/> S Corporation        | <input type="checkbox"/> Small Disadvantaged Business      |
| <input type="checkbox"/> LLC                  | <input type="checkbox"/> Small Disabled Vet Owned Business |
| <input type="checkbox"/> Partnership          | <input type="checkbox"/> Small Business                    |
| <input type="checkbox"/> Other                | <input type="checkbox"/> Small Woman-Owned Business        |
|   | <input type="checkbox"/> Hubzone Business                  |
|   | <input type="checkbox"/> Small Vet Owned Business          |

**PRODUCT AND SERVICE CATEGORIES**  
Check the applicable box for the product and service categories that you are responding to.

Crisis Communications and Issues Management Support	<input type="checkbox"/>
Story Telling Services	<input type="checkbox"/>
General Media	<input type="checkbox"/>
Higher Education-focused Media (Journals and Trades)	<input type="checkbox"/>
Brand and Creative Services	<input type="checkbox"/>
Science Media	<input type="checkbox"/>

MANDATORY REQUIREMENTS -
Do you confirm that your firm is willing, able, and capable of meeting all of the following 5 mandatory requirements for the product and service categories for which you are responding?
A. Vendor must confirm they are not involved in boycott against the state of Israel
B. Offerors must have a business license.
C. Offerors must have a portfolio of existing work.
D. Offerors must be available by phone, video conference, or email to consult on awarded projects.
E. Demonstrated understanding of and commitment to Equity, Diversity, & Inclusion (EDI) principles.



CATEGORY - CRISIS COMMUNICATIONS AND ISSUES MANAGEMENT SUPPORT			
<p><b>STANDARD RATES AND FEES:</b> Enter your standard rates and fees for the product and service categories that you are responding to that will be incorporated into any resulting contract. Cost will be evaluated on the Total of the Average Hourly Rate provided below for both categories. Enter any other additional fees or rates that apply for incorporation into any resulting contract. Vendors MUST provide an hourly rate at a minimum to qualify.</p>			
Description	Position	Hourly Rate	Additional Information and Description
CRISIS COMMUNICATIONS	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
ISSUES MANAGEMENT SUPPORT	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
<b>TOTAL EVALUATED COST</b>		\$ -	
Additional Fees		Description Required:	
Additional Fees		Description Required:	



**CATEGORY - GENERAL WRITING SERVICES**

**STANDARD RATES AND FEES:** Enter your standard rates and fees for the product and service categories that you are responding to that will be incorporated into any resulting contract. Cost will be evaluated on the Total of the Average Hourly Rate provided below for both categories. Enter any other additional fees or rates that apply for incorporation into any resulting contract. Vendors MUST provide an hourly rate at a minimum to qualify.

Description	Position	Hourly Rate	Additional Information and Description
BASIC WRITING SERVICES	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
STORY TELLING	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
COPY WRITING	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
<b>TOTAL EVALUATED COST</b>		\$ -	
Additional Fees		Description Required:	
Additional Fees		Description Required:	

**CATEGORY - GENERAL MEDIA SERVICES**

**STANDARD RATES AND FEES:** Enter your standard rates and fees for the product and service categories that you are responding to that will be incorporated into any resulting contract. Cost will be evaluated on the Total of the Average Hourly Rate provided below for both categories. Enter any other additional fees or rates that apply for incorporation into any resulting contract. Vendors MUST provide an hourly rate at a minimum to qualify.

Description	Position	Hourly Rate	Additional Information and Description
PRESS RELEASES/MEDIA ADVISORIES	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
COMMUNICATION PLANS	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
REPUTATION MANAGEMENT SVCS.	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
<b>TOTAL EVALUATED COST</b>		\$ -	
Additional Fees		Description Required:	
Additional Fees		Description Required:	

**CATEGORY - HIGHER EDUCATION FOCUSED MEDIA SERVICES**

**STANDARD RATES AND FEES:** Enter your standard rates and fees for the product and service categories that you are responding to that will be incorporated into any resulting contract. Cost will be evaluated on the Total of the Average Hourly Rate provided below for both categories. Enter any other additional fees or rates that apply for incorporation into any resulting contract. Vendors MUST provide an hourly rate at a minimum to qualify.

Description	Position	Hourly Rate	Additional Information and Description
REPUTATION MANAGEMENT SVCS.	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
<b>TOTAL EVALUATED COST</b>	Average	\$ -	
Additional Fees		Description Required:	
Additional Fees		Description Required:	

**CATEGORY - BRAND AND CREATIVE SERVICES**

**STANDARD RATES AND FEES:** Enter your standard rates and fees for the product and service categories that you are responding to that will be incorporated into any resulting contract. Cost will be evaluated on the Total of the Average Hourly Rate provided below for both categories. Enter any other additional fees or rates that apply for incorporation into any resulting contract. Vendors MUST provide an hourly rate at a minimum to qualify.

Description	Position	Hourly Rate	Additional Information and Description
GRAPHIC DESIGN	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
PHOTOGRAPHY	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
VIDEO PRODUCTION	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		

AUDIO/PODCAST PRODUCTION	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
AUDIENCE RESEARCH	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
<b>TOTAL EVALUATED COST</b>		\$ -	
Additional Fees		Description Required:	
Additional Fees		Description Required:	

**CATEGORY - SCIENCE COMMUNICATION**

**STANDARD RATES AND FEES:** Enter your standard rates and fees for the product and service categories that you are responding to that will be incorporated into any resulting contract. Cost will be evaluated on the Total of the Average Hourly Rate provided below for both categories. Enter any other additional fees or rates that apply for incorporation into any resulting contract. Vendors MUST provide an hourly rate at a minimum to qualify.

Description	Position	Hourly Rate	Additional Information and Description
MEDIA RELATIONSHIP BUILDING	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
SCIENCE/RESEARCH WRITING	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
STRATEGY	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
OTHER RELATED PRODUCTION PLANNING ACTIVITIES	Agency Partner		
	Agency Director		
	Account Manager		
	Account Coordinator		
	Designer		
	Writer		
	Average		
<b>TOTAL EVALUATED COST</b>		\$ -	
Additional Fees		Description Required:	
Additional Fees		Description Required:	

YES  
NO

## Appendix B

### Section 1 – Terms and Conditions of Purchase

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 carrier's 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 be 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 from 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 not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - iii. 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.
  - iv. The contractor has filed all equal employment opportunity reports (EEO 6) forms as required by the Civil Rights Act of 1964.
  - v. The contractor will comply with all applicable provisions, rules, regulations, and relevant orders of the Secretary of Labor pursuant to relevant orders and acts.
  - vi. 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.
  - vii. The contractor has, if required by law, a written compliance program.
  - viii. 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.
  - ix. 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.
  - x. 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.
  - xi. 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.

- xii. Nothing herein is intended to relieve the contractor from any requirements in applicable laws, executive orders or regulations regarding non-discrimination in employment.
  - xiii. 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.

## Section 2 – Government Subcontract Provisions

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 Non-segregated 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

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



## **GUIDANCE FOR CONTRACTORS, CONSULTANTS, VENDORS, AND SUPPLIERS ON CAMPUS COVID-19**

Minimizing the risk of the coronavirus and preventing the spread of COVID-19 to our students, employees, patients, and other visitors on campus is our number one priority.

Due to the dynamic nature of the coronavirus (COVID-19), the university may modify this direction or it may be superseded by direction from authoritative government or health officials. Please be aware that at any time contractors, consultants, vendors, or suppliers may be required to cease any and all work being performed at university properties. They may also be required to remove all tools, materials, and equipment from sites until further notice.

It is expected that all contractors, consultants, vendors, and suppliers performing work on university property put into place precautions and good hygiene standards listed below to reduce the spread of COVID-19.

- Refrain from visiting campus if you are sick;
- Wear a face covering that covers both mouth and nose inside university buildings and in outdoor public settings where physical distancing measures are difficult to maintain;
- Maintain a physical distance of 6 feet as much as possible;
- Frequently wash hands for at least 20 seconds with soap and water;
- Use alcohol-based hand sanitizer often;
- Additional steps may be applied as needed for specific circumstances.

### **SUSPECTED CASE OF COVID-19**

As a condition of participating in work located at the University, anyone who arrives on site with any of the COVID-19 symptoms (fever, runny nose, sneezing, coughing, shortness of breath, etc.) agrees they must immediately leave the premises. If individuals begin to experience COVID-19 symptoms, or is diagnosed with COVID, after performing work at any university property, they agree they must immediately inform their supervisor, follow their company's work wellness and health protocols, and contact their university representative so that appropriate action may be taken to limit additional exposure.

Individuals who have traveled to any of the countries listed by the CDC as travel advisory level 3 are required to self-isolate for a period of 14 days from the time they arrived back in the United States before beginning work at the university.

Thank you for your continued support and partnership throughout this situation.

For university representatives who are notified by a vendor of suspected COVID-19, please access this link.

University Representative Guidance: <https://coronavirus.utah.edu/wp-content/uploads/sites/2/2020/05/first-link.pdf>

Best Regards,  
Glendon Mitchell, C.P.M.  
Director of Purchasing and Contracting Services  
University of Utah



## Question and Answers for Bid #UU158167291 - University of Utah Marketing & Communications

### Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jul 7, 2022 2:00:00 PM MDT