

# U3P Utah Public Procurement Place

## POMSLA Public Relations Firm

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The Point of the Mountain State Land Authority (POMSLA) is looking to contract with a public relations firm to help develop a communications strategy to regularly inform the public about activities.

<b>Open</b>	11/18/2019 9:00 AM MST	Type	Request for Proposal No Line Item
<b>Close</b>	12/9/2019 4:00 PM MST	Number	NH20-40
		Currency	US Dollar

**Sealed Until** 12/9/2019 4:00 PM MST

### Contacts

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**Nick Hughes**

[nhughes@utah.gov](mailto:nhughes@utah.gov)

### Commodity Codes

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<b>Commodity Code</b>	<b>Description</b>
82100	Advertising including public relations and consulting services and advertising agency services and media placement and fulfillment and video production and video editing services
55100	Printed and electronic media including printed publications and textbooks and periodicals and reference books and electronic publications and background music and electronic software reference materials
80140	Marketing and distribution including market research and sales and business promotion activities and trade shows and exhibits
83110	Telecommunications media services including network monitoring and mobile communications services and television services and radio services

## Description

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Issuing Procurement Unit      State of Utah Division of Purchasing  
Conducting Procurement Unit Point of the Mountain State Land Authority (POMSLA)

### REQUEST FOR PROPOSALS

#### POMSLA Public Relations Firm SOLICITATION #NH20-40

This Request for Proposals ("RFP"), having been determined to be the appropriate procurement method to provide the best value to the Conducting Procurement Unit, is designed to provide interested Offerors with sufficient basic information to submit proposals. This Request for Proposals ("RFP") is issued in accordance with the Utah Procurement Code and applicable administrative rules of the Utah Administrative Code. If any provision of this RFP conflicts with the Utah Procurement Code or Utah Administrative Code, then the Utah Procurement Code or Utah Administrative Code will take precedence. It is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability.

#### Purpose of this Solicitation

The purpose of this RFP is to enter into a contract to provide: a communications strategy, create and maintain a website, regularly inform the public about our activities, proactively share the message with key stakeholders (ensuring openness and transparency), prepare for and respond to public concerns and criticism, create communications materials (including presentations and videos), advance our relationship with the media, monitor and maintain a constructive presence on social media, and develop and implement public involvement opportunities (including designing appropriate public involvement, publicizing those opportunities, preparing materials for public events, and helping to run public events

It is anticipated that this RFP will result in a single contract award to the responsive and responsible offeror with the highest score justified by the procurement code.

#### Closing date and time

The closing date and time for this sourcing event is **December 9, 2019 at 4 PM Mountain Time**. If your time is different from that shown, your profile may be set to a different time zone. Please see the attachment titled "Changing Your Time Zone" in the Buyer Attachments section for directions on how to update your profile. It is your responsibility to make sure you submit your response by the date and time indicated above.

#### Length of the Contract

The contract resulting from this RFP will be for FIVE (5) years, or until project is complete, whichever is earlier. Additionally, length of contract is contingent upon continued funding provided to POMSLA.

#### Background

The Point of the Mountain State Land Authority was created by the Utah Legislature during the 2018 General Session to create a strategic development plan for the land that currently houses the Utah State Prison, but which will be left empty once the prison relocates to its new site. The prison's move is anticipated to occur in approximately two years. POMSLA seeks a Public Relations Firm to provide a communications strategy, create and maintain a website, regularly inform the public about our activities, proactively share the message with key stakeholders (ensuring openness and transparency), prepare for and respond to public concerns, create communications materials (including presentations and videos), advance our relationship with the media, monitor and maintain a constructive presence on social media, and develop and implement public involvement opportunities (including designing appropriate public involvement, publicizing those opportunities, preparing materials for public events, and helping to run public events.

Offerors should be familiar with local media and local culture; have experience with potentially controversial projects, especially involving issues of growth such as development, transportation and environmental impacts; understand the financial and political constraints of working with a public entity; have the skills and experience to perform the tasks outlined above; don't have other clients with interests that conflict with those of POMSLA, including representing developers that may want to participate in the Point of the Mountain project; have demonstrated creative ways to involve underrepresented communities in public processes; can respond quickly to media requests; and will be disciplined about staying within the budget.

## **Issuing Procurement Unit, Conducting Procurement Unit, and Solicitation Number**

The State of Utah Division of Purchasing is the issuing procurement unit and the Point of the Mountain State Land Authority is the conducting procurement unit for this RFP (referred to as “the State”). The reference number for this **RFP is Solicitation #NH20-40**. This solicitation number must be referred to on all proposals, correspondence, and documentation submitted to the State relating to this RFP.

## **Additional Information**

Offerors are prohibited from communications regarding this RFP with the conducting procurement unit staff, evaluation committee members, or other associated individuals EXCEPT the State of Utah Division of Purchasing procurement officer overseeing this RFP.

Wherever in this RFP an item is defined by using a trade name, brand name, or a manufacturer and/or model number, it is intended that the words, “or equivalent” apply; and invites the submission of equivalent products by the Offerors.

Offerors may be required to submit product samples to assist the chief procurement officer or head of a procurement unit with independent procurement authority in evaluating whether a procurement item meets the specifications and other requirements set forth in the request for proposals. Product samples must be furnished free of charge unless otherwise stated in the invitation for proposals, and if not destroyed by testing, will upon written request within any deadline stated in the invitation for proposals, be returned at the Offeror's expense. Samples must be labeled or otherwise identified as specified in the invitation for proposals by the procurement unit.

The State reserves the right to conduct discussions with the Offerors who submit proposals determined to be reasonably susceptible of being selected for award, followed by an opportunity to make best and final offers pursuant to UCA § 63G-6a-707.5, but proposals may be accepted without discussions.

## **New Technology**

Pursuant to Utah Administrative Rule R33-12-502 the awarded contract(s) may be modified to incorporate new technology or technological upgrades associated with the procurement item being solicited, including new or upgraded: (i) systems; (ii) apparatuses; (iii) modules; (iv) components; and (v) other supplementary items. Further, a maintenance or service agreement associated with the procurement item under the resulting contract(s) may be modified to include any new technology or technological upgrades. Any contract modification incorporating new technology or technological upgrades will be specific to the procurement item being solicited and substantially within the scope of the original procurement or contract.

## **Evaluation Administrative and Mandatory Minimum Requirement Compliance**

Each proposal received shall be evaluated as outlined in this RFP and the Utah Procurement Code.

To be responsive and responsible Offerors must review and respond to the following sections of this RFP: prerequisites, buyer attachments, questions, and items.

- The Prerequisites section includes the objective and subjective criteria that will be used to evaluate the proposals, which include the mandatory minimum requirements, technical criteria, and other prerequisites that Offerors must read and agree to in order to respond to this RFP.
- The Buyer Attachments section includes the standard contractual terms and conditions of this RFP and other documents required for this RFP.
- The Questions section allows the State to ask Offerors questions regarding this RFP.

Offerors must review each section carefully.

To determine which proposal provides the best value to the conducting procurement unit, the evaluation committee shall evaluate each responsive and responsible proposal that has not been disqualified from consideration under the provisions of Part 7 of Utah Code 63G-6a, using the criteria described in this RFP.

After the evaluation and final scoring of proposals is completed, the State shall award the contract as soon as practicable (subject to the requirements of Utah Code Section 63G-6a-708) to the eligible responsive and responsible Offeror, subject to Utah Code Section 63G-6a-709(2), provided the RFP is not canceled in accordance with Utah Code Section 63G-6a-709(2)(b).

## Prerequisites

- ★ 1. Offerors are encouraged to review this RFP prior to the deadline to submit a proposal, even if a proposal has been submitted, in case an addendum has been issued by the issuing procurement unit.
- ★ 2. All questions must be submitted through SciQuest during the Question and Answer period.
- ★ 3. Offeror must guarantee its pricing for the period described in this RFP.
- ★ 4. If it is determined to be in the best interest of the Conducting Procurement Unit, interviews and presentations may be held at the option of the State.
- ★ 5. Offerors may request that part of its proposal be protected by submitting a Claim of Business Confidentiality Form. See the Buyers Attachment section.
- ★ 6. The proposed Scope of Work has been attached to this RFP in the Buyer's Attachment.
- ★ 7. The mandatory minimum requirements are the objective criteria in which the conducting procurement unit will evaluate proposals. Offerors must upload a document which provides a point by point response to the mandatory minimums listed in this prerequisite.  
To determine which proposal provides the best value to the State, the evaluation committee will evaluate each responsive and responsible proposal that has not been disqualified or rejected using the subjective criteria listed in this prerequisites section.
- ★ 8. Offeror's cost proposals will be evaluated independently.
- ★ 9. Offeror's cost proposals will be evaluated independently.
- ★ 10. All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, Administrative Rules, policies and the evaluation criteria in this RFP. Offerors bear sole responsibility for the items included or not included within the proposal submitted by the Offeror. Each area of the evaluation criteria must be addressed in detail in the proposal.
- ★ 11. Offeror may take exception and/or propose additional language to the Standard Terms and Conditions that have been attached to this RFP.
- ★ 12. The issuing procurement unit may not accept a proposal after the time for submission of a proposal has expired.
- ★ 13. Offeror acknowledges the requirements to submit a proposal through SciQuest.
- ★ 14. Responses should be concise, straightforward and prepared simply and economically.
- ★ 15. Proposals must be submitted electronically, through SciQuest.

## **Buyer Attachments**

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1. [Attachment A TCs for Services](#)
2. [Attachment B Scope of Work](#)
3. [Attachment C Cost Sheet](#)
4. [Attachment D Score Sheet](#)
5. [Claim of Business Confidentiality Form](#)
6. [Changing your Time Zone](#)

**Group 1: Acceptance of Prerequisites**

- 1.1 Is Offeror presently or has Offeror ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local? ★
- 1.2 Offeror acknowledges that it must acquire and maintain all applicable federal, state, and local licenses before the contract is entered into. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: [www.commerce.utah.gov](http://www.commerce.utah.gov). ★
- 1.3 Offeror acknowledges that it has uploaded a document providing a point-by-point response to the following prerequisites: the mandatory minimum requirements prerequisite, the technical requirements prerequisite, and any other prerequisite that required a document to be uploaded. ★
- 1.4 In the event that an Offeror offers pricing discounts for educational entities that (1) are applicable to this solicitation and (2) result in lower pricing than what is generally offered to other governmental entities, please attach a separate cost proposal labeled "Educational Pricing" to your proposal. This cost proposal for Educational Pricing is to be submitted in addition to the original Cost Proposal Form and will only be available to authorized end users. The Educational Pricing will not be used to evaluate costs. Offeror acknowledges that it has read and understands this question. ★
- 1.5 Does Offeror have an outstanding tax lien in the State of Utah? If yes, Offeror must provide a statement regarding its debarment or suspension. ★
- 1.6 Is Offeror an employee of the State of Utah? If yes, then Offeror must submit an external employment form signed by Offeror's manager at the State of Utah. ★

**Group 2: Vendor Information**

- 2.1 Please provide your firm's legal company name. ★
- 2.2 Please provide your federal tax identification number. (If the vendor is sole proprietor please do not provide your social security number.) ★
- 2.3 Please provide your firm's contact information for this contract, including the name, phone number, and email address of your firm's authorized representative. ★
- 2.4 Please provide your ordering address and the remit to address. Please clearly identify each address. ★
- 2.5 Please provide your firm's State of Utah Sales Tax ID Number. If you do not have a State of Utah Sales Tax ID Number, please write "N/A". ★
- 2.6 Identify your firm's type of business. ★
- 2.7 Is Offeror (owners, principles, partners) a retiree currently receiving benefits through the Utah Retirement Systems (URS)? ★

**Group 3: Vendor's Submission**

- 3.1 If your firm is requesting parts of its proposal be protected please upload your Claim of Business Confidentiality Form here as well as your redacted proposal. ★
- 3.2 Any exceptions to the Terms and Conditions must be uploaded here in the format outlined in Prerequisites: Standard Terms and Conditions (Exceptions and Negotiations). Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. If you have no exceptions, upload a document stating "None". ★
- 3.3 Vendor understands and acknowledges that its response, including all uploaded documents, will not be considered received by the State of Utah unless the Vendor clicks submit. Even if Vendor uploads all required documents and responds to all required questions its response will not be considered if it does not click submit. Offeror acknowledges that after completing the solicitation it must click on the link in the left hand menu bar labeled "Review & Submit", then check the box under the "Certification" heading to certify their bid. Then click the blue box labeled "Submit Response" in order to submit their bid. Once the response has been submitted, Vendor will receive a confirmation that the response was successfully submitted. Vendors who fail to submit their response will not have their response reviewed and will be ineligible for further consideration under this solicitation. ★

**Group 4: Mandatory Minimum Requirements**

- 4.1 Offeror MUST certify they have experience in the following areas: local media and local culture; experience with potentially controversial projects, especially involving issues of growth such as development, transportation and environmental impacts; understand the financial and political constraints of working with a public entity, have demonstrated creative ways to involve underrepresented communities in public processes; can respond quickly to media requests and criticism; and will be disciplined about staying within the budget. Certify YES/NO ★
- 4.2 Offeror MUST upload resumes for the individuals that will be primarily responsible for the obligations pertaining to any awarded contract. Upload resumes here. ★
- 4.3 Offeror MUST confirm/certify that they do not work with any clients that may present a potential conflicts with POMSLA, including representing developers that may want to participate in the Point of the Mountain project. Certify YES if you can confirm that you do not have any conflicts. ★
- 4.4 Offeror MUST upload a document which details their response to the technical criteria listed. Upload technical response here. ★
- 4.5 Offeror MUST upload a Cost Sheet. Upload cost sheet here. ★

**CLAIM OF BUSINESS CONFIDENTIALITY**

Pursuant to Utah Code Annotated, Subsections 63G-2-305(1) and (2), and in accordance with Section 63G-2-309, \_\_\_\_\_ (company name) asserts a claim of business confidentiality to protect the following information submitted as part of this solicitation. Pricing/Cost Proposals may not be classified as confidential or protected and will be considered public information. **An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY”.**

- \_\_\_ Non-public financial statements
- \_\_\_ Specific employee name and contact information
- \_\_\_ Specific customer information, client lists, or subscription lists
- \_\_\_ Other (specify): \_\_\_\_\_

This claim is asserted because this information requires protection as it includes:

\_\_\_ trade secrets as defined in Utah Code Annotated Section 13-24-2 ("Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy).

\_\_\_ commercial information or non-individual financial information obtained from a person if: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future; [and] (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

This statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

Page	Paragraph	Reason

Please use additional sheets if needed.

You will be notified if a record claimed to be protected herein under Utah Code Annotated § 63G-2-305(1) or (2) is classified public or if the governmental entity determines that the record should be released after weighing interests under Utah Code Annotated § 63G-2-201(5)(b) or Utah Code Annotated § 63G-2-401(6). See Utah Code Annotated § 63G-2-309.

Signed: \_\_\_\_\_  
On behalf of (company): \_\_\_\_\_  
Date: \_\_\_\_\_



## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
  - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor sign.
  - d) **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
  - f) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  - g) **"Proposal"** means Contractor's response to the State Entity's Solicitation.
  - h) **"Solicitation"** means the documents used by the State Entity to obtain Contractor's Proposal.
  - i) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - j) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - k) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
  - l) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
  1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
  - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **RESERVED.**

18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

20. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.

24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

25. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing

similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

27. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
35. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
  1. Contractor has received payment for the Custom Deliverables,
  2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
  3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential

Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised May 13, 2019)

## 1. Introduction

### Public Relations

The POMSLA seeks a PR/communications consultant to help develop a communications strategy, create and maintain a website, regularly inform the public about our activities, proactively share the message with key stakeholders (ensuring openness and transparency), prepare for and respond to public concerns, create communications materials (including presentations and videos), advance our relationship with the media, monitor and maintain a constructive presence on social media, and develop and implement public involvement opportunities (including designing appropriate public involvement, publicizing those opportunities, preparing materials for public events, and helping to run public events).

The number and types of public events that will be held are not determined at this time. Offerors should identify how many they could do, what type, what they hope to accomplish, and at what price.

Offerors should be familiar with local media and local culture; have experience with potentially controversial projects, especially involving issues of growth such as development, transportation and environmental impacts; understand the financial and political constraints of working with a public entity; have the skills and experience to perform the tasks outlined above; don't have other clients with interests that conflict with those of POMSLA, including representing developers that may want to participate in the Point of the Mountain project; have demonstrated creative ways to involve underrepresented communities in public processes; can respond quickly to media requests and criticism; and will be disciplined about staying within the budget.

## 2. Project Timeline

POMSLA has an immediate need for communications assistance and would like to get consultants in place as soon as possible. Work will be detailed with the awarded offeror.

### **IMPORTANT:**

**Scope of Work will be further clarified and the obligations of the parties more thoroughly defined once a vendor is selected.**

Attachment C Cost Sheet

Cost evaluation scoring will be based on the composite hourly rate computed in cell F16. The Contractor will be paid at the hourly rates shown in Column C but will have accountability to adhere to the percentages of time spent on the project by person/position as stated in its project plan.

Enter the the resume number, person/position, hourly billing rate, and expected percentage of time to be spent on the project. The value in cell E16 must total 100%. Column's A, B, and D are required to be stated in Offeror's project plan. Offeror may not modify this cost form.

Column A Resume #	Column B Person / Position	Column C Hourly Billing Rate	Column D Percentage of Time Spent On Project	Column D Composite Billable Rate*
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Totals:</b>			<b>0%</b>	<b>\$ -</b>

\* The Composite Billable Rate (box in BLUE) is used for cost evaluation purposes.

**Attachment D Score Sheet  
POMSLA Public Relations Firm  
SOLICITATION # NH20-40  
RFP EVALUATION SCORESHEET**

**Firm Name:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Score will be assigned as follows:**

0 = Fail, the proposal fails to address the requirements or criteria described in the RFP or cannot be  
 1 = Poor, the proposal inadequately addresses the requirements or criteria described in the RFP or  
 2 = Unsatisfactory, the proposal addresses the requirements or criteria described in the RFP in an  
 3 = Satisfactory, the proposal addresses all requirements or criteria described in the RFP in a minor  
 4 = Good, the proposal addresses all requirements or criteria described in the RFP and in some resp  
 5 = Excellent, the proposal addresses and exceeds all of the requirements or criteria described in th

Minimum Mandatory Requirements	RFP Section	Evaluation (Pass/Fail)
Offeror MUST certify they have experience in the following areas: local media and local culture; experience with potentially controversial projects, especially involving issues of growth such as development, transportation and environmental impacts; understand the financial and political constraints of working with a public entity, have demonstrated creative ways to involve underrepresented communities in public processes; can respond quickly to media requests and criticism; and will be disciplined about staying within the budget		
Offeror MUST upload resumes for the individuals that will be primarily responsible for the obligations pertaining to any awarded contract		
Offeror MUST confirm/certify that they do not work with any clients that may present a potential conflicts with POMSLA, including representing developers that may want to participate in the Point of the Mountain project.		
Offeror MUST upload a document which details their response to the technical criteria listed		
Offeror MUST upload a Cost Sheet		

Scoreable Technical Criteria	RFP Section	Evaluator Score (0-5)	Criteria Weight	% of Tech Criteria	Points Possible	Points Earned	Minimum Required
Provide detailed history of experiences working in local media and local culture; experience with potentially controversial projects, especially involving issues of growth such as development, transportation and environmental impacts.			50	33.3%	250.0	0.0	
Provide detailed history of experiences working with a public entity including demonstrated creative ways to involve underrepresented communities in public processes; can respond quickly to media requests and criticism; and history of staying within budget.			50	33.3%	250.0	0.0	
Provide resumes and qualifications for individuals primarily responsible for managing any potential contract and their respective awards, specialties, qualifications that may make them particularly suited and well equipped to undertake this role.			50	33.3%	250.0	0.0	
				<b>100.0%</b>	<b>750.0</b>	<b>0.0</b>	<b>0.0</b>

Required Technical Point Threshold	RFP Section	Min Percent	Min Points Required	Points Earned	Percent Earned	Evaluation
		70%	525.0	0.0	0.0%	

Cost	RFP Section	Low Cost Option	Offered Cost	Percent of Total	Points Possible	Points Earned
					250.0	0.0

\* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what ratio higher their Proposed Price is than the Lowest Proposed Price.

Total Evaluation Points	Percent of Total	Points Possible	Points Earned
Total Technical Evaluation Points	0%	750.0	0.0
Total Cost Evaluation Points	0%	250.0	0.0
<b>Total Evaluation Points</b>	<b>0%</b>	<b>1,000.0</b>	<b>0.0</b>