**Color Key: Delete after completion**

**Buyer Input \_\_\_\_\_\_\_\_\_\_\_\_**

**Department input & Buyer Review or Example \_Delete after review /input\_\_**



**Request for Proposal**

**For (ENTER RFP TITLE)**

**RFP # (ENTER RFP NUMBER)**

Issued (Enter Date)

**University of Utah Contact:**

(Enter Name), Buyer

University of Utah Purchasing Dept.

201 S. Presidents Circle Rm.170

Salt Lake City, UT 84112

Tel. (801) XXX-XXXX

E-Mail: (Enter Email)@purchasing.utah.edu

Questions regarding this RFP should be submitted through Periscope S2G (formerly BidSync:

https://www.periscopeholdings.com/s2g

Solicitation #: (ENTER SOLICITATION NUMBER)

In the Question and Answer section

Version: 3.30.2023

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**ATTACHMENTS**

[Appendix B, University of Utah Terms & Conditions of Purchase](http://fbs.admin.utah.edu/purchasing/supplier/po_terms/)

Attachment A – Cost Proposal Form

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*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 a qualified vendor to obtain (describe product/service) for the (department name) 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 this (product/service) and may decide, after reviewing proposals submitted, not to enter into any agreement. Department Instructions (delete after review): Cancellation of solicitation must be approved by the Director of Purchasing or designee

1.02 Background. Optional

* 1. Definitions. Optional

1.03.1 This (product/service) is to be obtained for the (department name) of the University of Utah, hereafter to be referred to as the “University.”

* + 1. The companies submitting proposals in response to this RFP will hereafter be referred to as “Vendor.”
		2. PaymentWorks is a tool the University of Utah uses to ensure vendor onboarding is an orderly, secured, and trackable process. Each newly awarded vendor will be sent an invitation from PaymentWorks in conjunction with the University to a secure PaymentWorks site to enter their account information. More information can be found at https://www.paymentworks.com/.
		3. SUA (single use account) is a virtual payment solution that is processed like a credit card, streamlining the payment process for both buyers and suppliers and is the University of Utah’s preferred payment method. Each payment is given a unique 16-digit account number, which is assigned a credit limit equal to that payment amount. This account number is active for only a defined timeframe and is electronically matched to pre-purchase information. SUA is a virtual card payment just like a credit card. The vendor will receive a 16-digit number which you process like a standard credit card transaction. The acceptance of SUA accelerates payments compared to current payment methods, simplifies the process, eliminates cost of processing checks, and there is no need to store account numbers or other payment information.

**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 . This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.

*Purchasing will assist in setting dates. Standard publish time frame is 3 weeks. Please see RFP Instructions*.

2.02 Important Dates. The following dates are significant for this RFP:

RFP Dated and Issued Date

Pre-Proposal Conference Date, See Section 2.03

RFP Inquiry Questions Due Date & Time, current mountain time

Product Samples Due Date Date & Time, current mountain time

Proposals Due Date Date & Time (Usually a Thursday), current mountain time

Estimated Oral Presentations Date Range

2.03 Pre-Proposal Conference.

 Option- A **A pre-proposal conference will not be held for this RFP.**

Option B – Optional Pre-Proposal Conference: A pre-bid conference will be held on (date) at (time) at (place). All Vendors responding to this RFP are requested to have at least one representative of their organization in attendance. Vendor sign-in will begin at (X:XX am/pm). Please arrive 5 minutes early to complete the sign-in process. Interested vendors are highly recommended to attend.

Add traffic and parking warning.

Option C – Mandatory Pre-Proposal Conference: Attendance is mandatory. A pre-proposal conference will be held on (date) at (time) at (place). All Vendors responding to this RFP are required to have at least one representative of their organization in attendance.

Add traffic and parking warning.

The meeting is for informational purposes only and information provided is not binding. If the RFP needs to be modified or clarified, a written addendum will be issued.

All vendors must sign-in at the Pre-Proposal Conference. Proposals will only be considered from vendors who attend the pre-proposal meeting and complete the sign-in sheet. Proposals received from vendors not in attendance and did not sign-in will not be accepted. Vendor sign-in will begin at (X:XX am/pm). Please arrive 5 minutes early to complete the sign-in process. Late arrivals may be deemed as non-responsive. Note: You must get mandatory pre-proposal conferences and this language approved by your manager prior to use.

Update the Periscope S2G Pre-Proposal Conference with the location, date, time and optional or mandatory.

 Option C: Optional Virtual Pre-Proposal Conference. A pre-proposal conference will be held on (Enter Date) at (Enter Time) via Zoom.  All Vendors responding to this RFP are requested to have at least one representative of their organization in attendance.  Contact (Enter Buyer Name and Email Address) for Meeting information.

 The meeting is for informational purposes only and information provided is not binding. If the RFP needs to be modified or clarified, a written addendum will be issued.

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 # XXXXXX 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.

 *Option- A* **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.

 If hard copy proposal(s) are required.

*Option- B* Please **submit Number (#) copies of your proposal (with no cost or fee proposal) + one (1) unchanged electronic (CD) copy in a (doc.) or (pdf). format on a CD or USB thumb drive to the University of Utah Purchasing Department (201 S Presidents Circle Rm. 170, Salt Lake City, UT 84112) by 2:00 pm current Mountain Time on (date, usually a Thursday).**

(Remove this paragraph if not requesting hard copies) Sealed and Marked Packaging: proposals shall be sealed and clearly marked “RFP # and DESCRIPTION” on the outside of the package and on the body of the proposal. All copies shall be put into **one** envelope or box and sealed; do not put each proposal copy in a separate sealed envelope.

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 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. The University may award a contract based on initial proposals received without discussion of such proposals with Vendors. However, the University may require oral presentations to supplement their written proposal. These presentations may be scheduled, if required, by the Purchasing Department after proposals are received and prior to the award of the Contract. (Section 6.02 shall align with this section. If requested, Vendors may present their proposed solution either in-person or through an on-line demonstration. Use this statement for Software or when on-line options are appropriate).

Based on preliminary total score, the evaluation committee may invite <up to X of the highest scoring proposals> -OR- Based on preliminary technical score, the evaluation committee may invite <any proposal scoring XX or greater>. Any proposal not invited to oral presentations will not receive further consideration for award of a contract.

After the oral presentations and/or product demonstrations are complete, the committee shall be allowed to re-score the technical criteria as needed to reflect the information provided in the presentations or demonstrations. The University reserves the right to reschedule or cancel oral presentations at any time at no cost to the University.

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. Buyer to select the award methodology.

 Option A. Single Award: Upon completion of the evaluation process, the University may award the contract (“Contract”) to the highest scoring responsive and responsible supplier.

 OR

 Option B. Multiple Award: The award of this solicitation may result in multiple awards. Up to the (entire number) of highest scored proposals may be awarded a contract based upon successful completion of contract negotiations. (Define parameters, scoring and number of possible awards).

OR

 Option C. University Wide Award: The award of the resulting contract (or contracts) may be for University wide use. This resulting agreement may be available for use by any University operational unit. (Define approximate value per year if possible- may be based upon historical data) (This addition is optional as determined by the Department and Purchasing.) A reference to the intent to award as a University wide contract could be included in section 1.01 Purpose of RFP.

The University does not guarantee the number of projects requiring 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 needs if 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.

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 number (#) year(s) / months, with an option to renew for number (#) additional periods of number (#) year(s) / months each at the University's discretion.

The anticipated effective date of the Contract is (date). (The contract period generally cannot exceed 5 years). (Contact Buyer if longer terms are needed.)

2.12 Costs and Fees. ((Reference Attachment (X) if costs need to be broken out and defined))

Cost must be firm and considered as “all-inclusive” to include (input) for the first or full term of (define) ( ) years / months.

 Or

Option B. Cost must remain firm and fixed for (initial or full term) of this agreement.

 Or

Option C. Price Escalation (required for renewal terms if not defined above)

A maximum of (\_\_% or defined value) price increase may be requested sixty (60) days prior to end date of the current (restate term) and is subject to University approval. Vendor requests shall include detailed documentation explaining and supporting the price increase request. Price decreases shall be passed on to the University immediately.

Send cost increase requests to: University of Utah (input Department Employee Title) i.e.: Curriculum Coordinator. (Input University Department Address) Salt Lake City, UT 84112

2.13 New Technology

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.

**SECTION 3 – SCOPE OF WORK**

3.01 Include complete and detailed Scope of Work.

Sample Text: The awarded offeror (or offers) are to provide all personnel and labor, materials, Vendors, equipment, etc, to provide a (description of project). Pricing is to include delivery. Deliverables (or project completion, etc.) is required by (insert date).

Additional services can be added within the nature and intent of the scope of work, if cost determined to be fair and reasonable, by amendment, signed by both parties.

Selected company must follow any guidelines provided at <https://coronavirus.utah.edu/>.

**SECTION 4 – PROPOSAL REQUIREMENTS**

4.01 Mandatory Requirements. Mandatory requirements will be evaluated on a Pass or Fail basis. Requirements set forth in this section are mandatory and indicate the minimal requirements that must be addressed by the Vendor. Vendors must meet all mandatory requirements without qualification. If a Vendor is not able to meet a mandatory requirement, the Vendor’s proposal will be deemed as “non-responsive” and will not be further evaluated.

4.01.1 By responding to this solicitation, Vendors are certifying that neither they nor their principals are presently debarred, suspended, proposed for debarment or ineligible for contracting by a governmental entity. Vendor is also agreeing to notify the University within 30 days if suspended, debarred, or declared ineligible for contracting with a government entity. Additionally, Registration in SAM.GOV is required when federal funding sources are being used for payment of services. Vendors must provide a copy of your active registration, including unique entity ID, confirming you have no exclusions. <https://sam.gov/content/home>

Departments should list any minimum mandatory requirements.

**Evaluated Criteria**

4.02 Evaluated Criteria. Departments should list criteria that will allow a proposer to highlight their ability to meet the scope of work.

Sample requirements are listed below (EXAMPLE ONLY)

Proposals generally have 4-6 requirements but should include those sufficient to address the needs of the requesting department. Each requirement should contain information as to how a vendor should respond to the indicated requirement such as: Provide a narrative which describes *requirement*, provide resumes which demonstrates *requirement*, provide X amount of examples which show ability to meet *requirement* (see references for example of this). Note: Cost is always to be included as a requirement.

4.02.1 Demonstrated Ability to meet Scope of Work

4.02.2 Demonstrated Technical Capability

4.02.3 Demonstrated Prior Experience

4.02.4 Qualifications and Expertise of Staff

4.02.5 References. Provide at least (*number)* references for customers which have used services similar to those required by the University. Include business name, address, phone number and contact person for each reference.

The University reserves the right to contact or visit any of the Vendor’s current and/or past customers whether listed as a reference or not, 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 the University deems as unsatisfactory.

Note: If references are requested, the evaluation committee chair, or designee, is responsible to call and document reference responses and provide them to the evaluation committee for scoring. While committee consensus scoring is not typically used, the committee may elect to review reference responses as a committee and form a consensus score, or the committee members may use the documented reference information to provide individual scores. Refer to reference request examples.

4.02.6 Performance ratings

4.02.7 Testing

4.02.8 Time, manner, or schedule of delivery

4.02.9 Management plans

4.02.10 Other subjective or objective criteria important to the department specified in the request for proposals

4.02.11 Cost

**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.

 **FINANCIAL REPORTS** – OPTIONAL. Vendor will provide evidence of financial responsibility, which demonstrates the Vendor’s ability to perform the services contemplated by the RFP. This section is recommended but it is optional as determined by the department. Departments should have an individual(s) selected who are skilled in analyzing financial reports and will make a determination of financial strength/responsibility if this section is included in the RFP. Such evidence of financial strength may be financial statements (audited or unaudited) or other form which is reasonably acceptable to the University.

 **PRODUCT SAMPLE**- OPTIONAL. Vendor to provide product sample(s) (Note: include a complete description of sample requirements. Are the samples to be exactly what is requested in the RFP, similar to the requirements, etc. Include any shipping or container requirements) Unless requested in writing and approved in advance, any product sample provided by the Offeror’ will be considered as University Property and will not be returned. Samples requested to be returned will be shipped at the Vendors expense. Packaging containing samples should be clearly marked with the RFP Title, solicitation number and the RFP due date. The name of the offeror should also be included with the sample submission. Product samples may be held for a period of 180 days after award.

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.

If you are submitting a hard copy of your proposal, you must submit a separate sealed envelope labeled with the RFP number and identified as “Cost Proposal.” Include the sealed envelope in the same box or package in which you are submitting your RFP.

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.

Standard Cost Formula: (Alternate formula may be used with Purchasing’s approval.)

The following formula shall be used to determine the cost score: *Cost Points\*((2-(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 *((points)),* are as follows: Evaluation criteria must correspond with the proposal requirements listed in Section 4.

A. Responsive / Non-responsive- Vendors who are deemed as “responsive” to this request shall advance to further scoring as listed below. Vendors who are deemed as “non-responsive” shall not advance further in this request.

B. Describe and list point value

C. Describe and list point percentage value

Etc.

D. Costs and fees (30 points) minimum unless a low costs and fees score is approved by Purchasing.

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. Oral or product demonstrations may be required from eligible proposals.

Define the parameters for eligibility for oral presentations.

Examples:

Up to the number (X) highest scoring proposals based on preliminary technical total score;

OR

All proposals meeting or exceeding number (XX) points based on preliminary technical total score.

Proposals that do not meet the parameters/threshold will not be invited to oral presentations and shall receive no further consideration for contract award.

Or the University may choose to make an award directly from the responses received. The University will be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers.

1. 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> ). **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 Public Contract Restrictions. If Vendor has 10 or more full-time employees and the total value of the any resulting Contract is $100,000 or greater, Vendor agrees not to engage in a Boycott of the State of Israel, as defined in Utah Code § 63G-27-102(2), for the duration of any resulting contract and further certifies that it is not currently engaged in an “economic boycott,” as defined in Utah Code § 63G-27-102(5), and that Vendor will notify University in writing if it begins an “economic boycott” while any resulting Contract remains in effect.