



Request for Proposal
Full-service Digital Marketing Agency
USU Online & Statewide Campuses
RFP # RK012193

Issued: April 8, 2020

Due Date: May 8, 2020

Utah State University
Purchasing Services
8300 Old Main Hill
Logan, UT 84322

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SECTION 1 – PURPOSE OF RFP

1.01. PURPOSE OF REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (RFP) is to solicit proposals to enter into a contract with a qualified offeror to obtain Full-service Digital Marketing Agency for Utah State University. The University is examining several alternatives of providing this product and/or construction and may decide, after reviewing proposals submitted, not to enter into any agreement.

This document solicits competitive sealed proposals, from qualified businesses to perform the scope of work set forth herein. This RFP is an offer by the University to purchase, in accordance with the terms and conditions of this RFP, the products and/or services proposed by the successful offeror. Offerors are strongly encouraged to carefully read the entire RFP.

1.02. ABOUT UTAH STATE UNIVERSITY

Utah State University is a teaching institution which provides opportunity, promotes student success, and meets regional educational needs. USU builds on a foundation of substantive scholarly and creative work to foster engaged learning. The University prepares professionally competent people of integrity who, as life-long learners and leaders, serve as stewards of a globally interdependent community.

For additional general information about Utah State University, please visit the University's home page at <http://www.usu.edu/>.

1.03. ABOUT USU ONLINE AND STATEWIDE CAMPUSES

Utah State University (USU) Online and Statewide Campuses provide opportunities for students to complete degrees and receive training via online courses, interactive broadcast, independent study, and face-to-face classes across the state of Utah. Persons in all situations and of all ages can access learning opportunities which will increase their knowledge and skills without disrupting their employment or lifestyles. A large number of people live in communities or areas remote from the Logan campus and desire to benefit from higher education, but cannot come to Logan to attend courses on campus. Courses and degree programs are made available to approximately 32 different communities around the state through on-site faculty, visiting faculty, and via an interactive broadcast system using a variety of technologies.

USU's dedicated online education department and ever-growing portfolio of online program, **USU Online**, delivers 60+ online degree programs, minors and professional development certificates, well as 500+ individual university courses to students worldwide, designed to serve students and partner institutions with the knowledge and skillset required by tomorrow's workforce, today. Courses delivered 100% online represent some of the university's largest degree enrollments, counting more than 150,000 online students from 50 states and 55 countries across the globe since the department's inception in 1995. For 25 years, USU Online has innovated and earned awards, fulfilling USU's land-grant mission at a global level, reaching the upper echelon of U.S. educators and ranking as Utah's #1 Online University.

SECTION 2 – DEFINITIONS

- 2.01. Addenda:** Written or graphic instructions issued by the University prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.
- 2.02. Award:** Award shall be made to the responsible offeror whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to the University taking into consideration price and the evaluation factors set forth in the Request for Proposals.
- 2.03. Business:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- 2.04. Contract:** The agreement resulting from this RFP, executed between the University and an offeror. The contract shall include the terms and conditions contained herein and any other negotiated terms and conditions.
- 2.05. Contractor:** Any person having a contract with the University.
- 2.06. Construction:** The process of building, renovating, or demolishing any University structure or building, major developmental work, or landscaping of University real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.
- 2.07. Data:** Recorded information, regardless of form or characteristic.
- 2.08. Employee:** An individual drawing a salary from the University and any non-compensated individual performing personal services for the University.
- 2.09. Goods:** Anything purchased other than construction, services, or real property.
- 2.10. May:** Denotes the permissive.
- 2.11. Offer or Proposal:** The offeror's response to this Request for Proposal.
- 2.12. Offeror:** The business, entity, or contractor group submitting the proposal.
- 2.13. Person:** any business, individual, union, committee, club, other organization, or group of individuals.
- 2.14. Procurement:** Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
- 2.15. Product:** The goods or services that a company makes available.

- 2.16. Public Notice:** The distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods will often include publication in newspapers of general circulation, electronic or paper mailing lists, and web site(s) designated by the University and maintained for that purpose.
- 2.17. Procurement Services:** Utah State University, Purchasing Services, 8300 Old Main Hill, Logan, Utah 84322.
- 2.18. Purchasing Official:** The individual appointed by the Director of Procurement Services to manage this RFP process.
- 2.19. Real Property:** Land and its permanently affixed buildings or structures.
- Responsible Offeror:** A person or business who has the capability, in all respects, to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.
- 2.20. Request for Proposal (RFP):** All documents, whether attached or incorporated by reference, utilized for soliciting proposals.
- 2.21. RFP Committee:** A committee of individuals appointed by the Purchasing Official to perform a technical evaluation of submitted proposals.
- 2.22. Services:** Furnish of labor, time, or effort by a contractor. Does not include the delivery of a specific end product, other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
- 2.23. Shall:** Denotes the imperative.
- 2.24. Signature:** A manual or electronic identifier, or the electronic result of an authentication technique attached to or logically associated with a record that is intended by the person using it to have the same force and effect as a manual signature.
- 2.25. Solicitation:** This Request for Proposal (RFP).
- 2.26. Specifications:** Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.
- 2.27. Supplies:** All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.
- 2.28. University:** Utah State University.
- 2.29. Using Department:** Any unit of the University which utilizes any supplies, services, or

construction procured under this RFP.

2.30. Utah Procurement Code: Utah Procurement Code (U.S.C. § 63G-6a-100 et. seq. as amended)

2.31. Will: Denotes the imperative.

2.32. Written or in Writing: The product of any method of forming characters on paper, other materials, or viewable screens, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

SECTION 3 – INFORMATION SPECIFIC TO THIS RFP

3.01. ADMINISTRATIVE GUIDANCE

This RFP is designed to provide interested businesses with basic information sufficient to submit proposals meeting minimum requirements. It is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Offerors are at liberty, and are encouraged, to expand upon the specifications to give additional evidence of their ability to provide the products and/or construction requested in this RFP.

3.02. ISSUING OFFICE AND RFP REFERENCE NUMBER

Purchasing Services is the issuing office for this RFP and all addenda relating to it. The reference number for this RFP is RK012193. This number must be referenced on all proposals, correspondence, and documentation relating to this RFP.

3.03. GENERAL RFP PROVISIONS

The University's General RFP Provisions are viewable at http://purchasing.usu.edu/procurement_rules_procedures/index. In the event of a conflict, the terms contained in this RFP document or subsequent addenda govern.

3.04. DUE DATE

In order to be considered, a proposal must be received by Purchasing Services no later than 3:00 p.m. current Mountain Time on May 8, 2020. Proposals received after this deadline will be late and ineligible for consideration.

3.05. PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held.

3.06. QUESTIONS AND ANSWERS

All questions, inquiries, or requests for information, clarification, or interpretation arising subsequent to the issuance of this RFP shall be submitted in writing to Purchasing Services.

All questions must be received by April 22, 2020. Questions asked after this deadline will not be answered. Purchasing Services will extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical.

3.07. IMPORTANT DATES

The following dates are significant for this RFP:

RFP Issued	April 8, 2020
RFP Questions	April 22, 2020
Proposal Due Date	May 8, 2020

3.08. PROPOSAL SUBMISSION

1. One (1) electronic copy of your proposal is due to Utah State University Purchasing Services, at robert.kekauoha@usu.edu by 3:00 p.m. current Mountain Time. Proposals received after this deadline will be late and ineligible for consideration.

All documents should be attached as separate files.

3.09. CONTRACT PERIOD

3.10. Any contract awarded as a result of this solicitation will have an initial 1-year term. The contract shall be renewable for up to four additional one-year renewal periods. The total contract period will not exceed five (5) years. Annual renewal shall be contingent upon the University's satisfaction with the services performed and the overall performance of the contractor.

SECTION 4 – STATEMENT OF NEEDS

Note: All offerors must respond to sections 3, 4, 5, 7, and 8 of this RFP and all other section appropriate to the product(s)/construction being offered. When a section or subsection does not request specific information and the contents are agreeable, the offeror may use language such as, “Understood and Agreed,” in the proposal. Refer to Section 6.01 PROPOSAL RESPONSE OUTLINE for instruction on how to compile a response.

4.01. OBJECTIVE

Seeking a full-service digital marketing agency to provide strategic support in implementing omnichannel digital marketing campaigns and efforts for the Utah State University (USU) system including but not limited to: USU Online, USU, and USU Statewide Campuses. The objective is to increase enrollments for USU Online and USU Statewide Campuses, as well as support recruiting efforts for USU’s Logan campus. Said vendor is expected to work closely with USU personnel to achieve this objective by:

1. Auditing the relevant aspects of USU’s current digital ecosystem, including accounts, setup, capabilities, limitations, brand requirements, and goals.
2. Using these insights and benchmarks to make recommendations on how to improve the current ecosystem’s tracking capabilities and campaign personalization sophistication level, captured in a strategic digital sophistication upgrade implementation plan.
3. Implementing the recommended measures and providing USU with the know-how and support to act on specific steps of the plan that cannot be outsourced.
4. Providing ongoing support, maintenance, monitoring, and optimization suggestions for organic and paid digital marketing and advertising campaigns, including creative production services that will expand USU’s ability to quickly act on market opportunities.

4.02. MINIMUM OFFEROR QUALIFICATIONS

Agency and account management team must demonstrate scope of expertise in:

- Omnichannel digital marketing strategy analysis, development, execution and management, including, but not limited to SEO, SEM, search (including image and voice), display, video, web, social media, and programmatic advertising.
- Setting up and managing initiatives across Google Marketing Platform’s various advertising services, including, but not limited to Google Analytics, Tag Manager, Campaign Manager, Data Studio, and Ads (Search, Display, Video, and Keyword), Search Console and Developer.
- Audience and targeting analysis, as well as developing customer personas/modalities and customer journey maps across the digital ecosystem.
- Creating end-to-end integrated search, social and programmatic display campaigns, from concept to creative production and implementation, including detailed retargeting strategies based off of website conversions and engagements.
- Handling all other digital advertising aspects involved in the creation, targeting, and bidding for, but not limited to smart and standard display ad campaigns, standard and dynamic search ads, responsive and automated creative, and standard and dynamic remarketing, and conversion rate optimization.
- Ability to analyze data across various channel reporting mechanisms to make

recommendations for improvements and future campaigns;

Agency must also have:

- A dedicated account specialist(s) for an enterprise-sized client like USU.
- An in-house creative team with the ability to quickly turn around complex creative campaigns following USU's brand. Vendor must provide samples of past work.
- A dedicated intelligence/analytics team with Google certified personnel handling the implementation of USU's digital strategy and campaigns.
- Premier Google Partner credentials
- Official Platform Partner of leading social and digital platforms (i.e. Facebook, LinkedIn, etc.)

Demonstrated experience in traditional marketing or other supplemental marketing service capabilities, such as proprietary bid management system or media buying capabilities are a plus. Experience working with other clients in the higher education sector is a plus. Internally owned media assets that client can utilize for programmatic advertising are also a plus, with priority consideration given to agency with national reach.

Agency is expected to utilize USU's Google accounts for all non-proprietary activities. Transparency of the tactics, implementation, networks/channels used and metrics of measurement will be required at the start, during and after the completion of each campaign upon client's request.

4.03. SCOPE OF WORK AND SPECIFICATIONS

Agency must provide the following services:

- High-level of account service is required including but not limited to weekly and monthly meetings and/or reporting, as well as quarterly account reviews. High-visibility and complex campaigns may require an increase in meeting frequency.
- Real-time reporting dashboard with daily updates of data and training for all USU employees who will be working with the agency.
- Detailed biweekly reports outlining paid ad performance.
- Written monthly analysis and recommendations to improve advertising efforts and paid creative performance.
- Quarterly business reviews that focus on the agreed-upon key performance indicators.
- Dashboard access for greater visibility into which metrics are being measured.

Agency must provide plan and cost proposal as follows:

- Detail an omnichannel strategy based on the following fiscal year budget: **\$250,000**, with option to increase spending with campaign-specific efforts as needed.
- Cost proposal plan must include both promotion channels as well as paid intelligence and strategy services.
- Provide a measurement plan and framework outline of proposed campaign. Plan must have conversion and tracking audits. Plan must also include campaign performance reporting backing into Key Performance Indicators established by the framework and

students' journey.

- Provide reasoning behind channels being used in plan and how they will work together.
- Provide a listing for all apps and RON channels that USU can potentially be included on. List should also include channels that will be blacklisted that conflict with USU's policies and standards.
- Provide total budget recommendations for each channel and services and outline the associated rates, impressions, management fees or flat costs per channel and service.
- Notate any additional costs such as one-time setup fees, etc.

Agency is expected to achieve the following results:

- Exceed the education industry standard click thru rate by 15% on all campaigns and channels.
- Clearly demonstrate monthly progress on SEO for critical key words.
- Measure the success of a campaign through the use of conversion pixels and Google Analytics Goals. Success of a campaign should include at least one additional metric besides "click" to determine campaign effectiveness
- Produce an increase in web traffic and applicants that can be directly tied to digital initiatives implemented by the digital advertising agency.

4.04. TIMELINE

The departments anticipated completion and awarding of this RFP is May 29, 2020. The finalist agency is expected to begin the collaboration with USU on June 1, 2020, and be prepared to rapidly respond to our current needs.

4.05. DELIVERABLES

In addition to a detailed written response to the items contained in this RFP, your agency proposal must include the following:

- Samples of Prior Work. Please provide three (3) sample representations of your firm's digital advertising work, including an outline of the services your agency performed in garnering increased applications to higher education programs.
- References. Please provide three (3) references from other institutions, preferably in higher education, with appropriate contact information of customers who have used similar services to those that are to be provided. Please include the organization's name, address, phone number, email address, and a contact person for each. Please also include a list of past and present clients.
- Qualifications and Expertise of Staff. Provide an overview of your staff and qualifications. If possible, deliver a list of significant awards for work completed.
- Management plans. Provide a plan for deploying digital marketing assets for USU Online. Plan should also detail how the paid intelligence offerings will support and enhance the paid promotional channels being used. Please include a plan for

communicating with the Marketing team about how the campaigns will be optimized and streamlined for optimal ROI.

- Test scenario recommendation. Provide a written recommendation on how your team would use a campaign budget of \$20,000 to increase enrollments for USU Online. Please include details on your choice of target audiences, including channel usage throughout each audience's customer journey, fund allocation across tactics, and an implementation timeline with your choice of milestones from the moment the client request is received.

SECTION 5 – GENERAL RFP PROVISIONS

5.01. 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.

5.02. EVALUATION OF PROPOSALS

The University may award a contract based on initial proposals received without discussion of such proposals with offerors. Accordingly, each initial proposal should be submitted with the most favorable price and service available. The University reserves the right to negotiate with any or all offering proposals, to reject any or all proposals, and to call for best and final offers. Offerors shall be prepared to send qualified personnel to discuss technical and contractual aspects of their proposal at no cost to the University.

5.03. ORAL PRESENTATION

The University may require an oral presentation by an offeror to supplement their written proposal. These presentations will be scheduled, if required, by the Purchasing Official after proposals are received and prior to the award of a contract.

5.04. GRATUITIES

The University may disqualify from consideration or terminate any subsequent contract, if it is found that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the offeror, or any agent or representative of the offeror, to any officer or employee of the University with the intent to secure a contract or secure favorable treatment with respect to the awarding or amending of a contract.

5.05. AWARD OF CONTRACT

Upon completion of the evaluation process, the University may award a contract to the offeror whose proposal is determined to be the most advantageous to the University. The University may choose to award contracts to multiple offerors if it would be in the best interest of the University. Procurement Services is the only agency authorized to award a contract. All pertinent University policies and State of Utah statutes, codes, and regulations apply. Any contract resulting from this RFP will include, but not be limited to, the University's Purchase Order Contract Terms and Conditions and the applicable conditions outlined in this RFP.

5.06. FURTHER AGREEMENTS

In addition to a proposal, the University may require an offeror to execute certain additional documents or agreements for the purpose of clarifying the intention of the parties with respect to providing the goods or services hereunder.

5.07. NEWS RELEASES

News releases pertaining to this RFP, any proposal, or the contract will be made only by the University.

5.08. PROTECTED INFORMATION

The Utah Procurement Code, the Government Records Access and Management Act, Section 63g-2-101 et seq., Utah Code Ann. (1953), as amended ("GRAMA"), and Utah State procurement rules provide that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

- A. provide a completed Claim of Business Confidentiality form at the time the proposal is submitted to the University,
- B. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309), and
- C. submit an electronic "redacted" (excluding protected information) copy of the proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with the proposal on the form provided. Failure to complete this form may result in the disclosure of information contained in a proposal if a GRAMA request is received.

To ensure the information is protected, Procurement Services asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the University. Materials may be evaluated by anyone designated by the University as part of the proposal evaluation committee. Materials submitted may be returned only at the University's option.

5.09. COST OF PREPARING PROPOSAL

The University will not be liable for any cost which offerors 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.

5.10. DISPOSITION OF PROPOSALS

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

5.11. ADDENDUM TO RFP

In the event that it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all offerors on record as having received this RFP.

5.12. RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of this RFP with any University administrator, faculty, staff, or members of the Board of Trustees except the Purchasing Official assigned to this RFP, other Procurement Services staff members, individuals authorized in writing by the Purchasing Official, and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

5.13. OTHER COMMUNICATIONS

During this RFP process (from the date of issue through the date of contract award or other final decision), the Purchasing Official is the sole source of official information regarding this RFP. All other communications, both oral and written, which are received by any representative of the business from other sources should be confirmed by the business with the Purchasing Official as being true and accurate prior to incorporating such information into its response. This refers to both formal and informal conversations and communications. Significant changes to this RFP will always be issued as a formal, written addendum.

5.14. ALTERNATIVE PROPOSALS

An offeror may submit more than one proposal, each of which must follow the Proposal Response Outline (section 6.01 herein) and satisfy the requirements of this RFP. The offeror's primary proposal must be complete and comply with all instructions. Alternative proposals may be in abbreviated form following the Proposal Response Outline and providing complete information only for sections which differ in any way from those contained in the primary proposal. If alternative proposals are submitted, the offeror must explain the reasons for the alternative(s) and the comparative benefits. Each proposal submitted will be evaluated on its own merits.

5.15. AUTHORIZED OFFEROR REPRESENTATIVES

Each proposal will list the name, title, office address, telephone number, fax number and e-mail address (if available) of the person(s) authorized to represent the offeror regarding the offeror's proposal. The University reserves the right to negotiate a change in the individual assigned to represent the offeror awarded a contract if the assigned representative does not supply the needs of the University appropriately. This right shall continue through the response period and during the term of the contract.

5.16. AWARD OF SUBCONTRACTS

For each subcontract, if any, which the offeror proposes to award, the offeror shall specify in writing the proposed subcontractor's name and address, and the purpose of each subcontract. Any offeror proposing subcontracts as a part of a proposal must explicitly state so in the proposal. Written approval by Procurement Services 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 herein.

5.17. REMEDIES

The laws of the State of Utah shall apply in all disputes arising out of this RFP, without regard to Utah choice of law rules.

5.18. ANTI-COLLUSION

Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited. The submission of a proposal constitutes agreement that the offeror has not divulged its proposal to, or colluded with, any other offeror or party to a proposal.

5.19. RESTRICTIONS

All proposals must clearly set forth any restrictions or provisions deemed necessary by the offeror to effectively perform the contract.

5.20. GOVERNING LAWS AND REGULATIONS

This procurement is conducted by Utah State University, in accordance with the Utah Procurement Code, Title 63g, Chapter 6a Utah Code Annotated, as amended, and Procurement Policies adopted by the University.

5.21. OUTSTANDING TAX LIEN

By responding to this solicitation, the offeror affirms that it does not have any outstanding tax liens issued by the Utah State Tax Commission.

5.22. 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. Grounds for rejection of proposals include, but shall not be limited to:

- A. Failure of a proposal to conform to the essential requirements of the Request for Proposal.
- B. Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.
- C. Receipt of proposal after the closing date and time specified in this RFP.
- D. Submission of a proposal which is not in compliance with section 3.08 PROPOSAL SUBMISSION.

5.23. STATUS VERIFICATION SYSTEM

If a contract is awarded through this RFP for the physical performance of services within the State of Utah, the offeror or its 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 the offeror or its 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. http://le.utah.gov/code/TITLE63G/htm/63G12_030200.htm.

SECTION 6 – PROPOSAL RESPONSE OUTLINE

6.01. PROPOSAL RESPONSE OUTLINE

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and submitted in three separate files:

A. FILE ONE – LETTER OF TRANSMITTAL

The Transmittal Letter accompanying this RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include:

- i. A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror. If no addenda have been received, a statement to that effect should be included.
- ii. A statement that the offeror’s proposal shall remain valid for the time indicated in 5.01 TIME FOR EVALUATION.
- iii. A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- iv. A statement that summarizes any deviations or exceptions to these RFP requirements and includes a detailed justification for the deviation or exception.
- v. A statement that identifies the Confidential Information as described in Section 5.08 PROTECTED INFORMATION.
- vi. A statement that identifies proposed exemptions to the terms and conditions contained or referenced herein. Offerors shall not submit their own standard terms and conditions as exceptions to any term or condition contained or referenced herein. Each exception to a term or condition shall be individually addressed.

B. FILE TWO – TECHNICAL PROPOSAL

- i. **EXECUTIVE SUMMARY AND PROPOSAL OVERVIEW**
The executive summary will briefly describe the offeror’s approach and clearly indicate any options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the offeror. It shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.
- ii. **DETAILED DISCUSSION**
This section should constitute the major portion of the proposal and must contain **a specific response in outline form to each section in this RFP which requires a response. Outline numbers should correspond, in order, to the section numbers contained in this RFP.** The response must explain how the offeror

would meet the needs of the University as described in this RFP, especially Section 4.03 SCOPE OF WORK AND SPECIFICATIONS. Failure to provide written response to items indicated in this RFP will be interpreted by the University as an inability by the offeror to provide the requested product(s), construction, and/or function.

iii. OFFEROR QUALIFICATIONS

The purpose of the offeror Qualifications section is to determine the ability of the offeror to respond to this Request for Proposal. Offers must describe and offer evidence of their ability to meet each of the qualifications listed below as well as the qualifications listed in section 4.02 MINIMUM OFFEROR QUALIFICATIONS. Describe in detail the company's capability of providing the services required. Do not use boilerplate marketing materials, but speak very specifically to the Scope of Work.

The following documents should also be included:

1. Business license
2. Current W9 form
3. Claim of Business Confidentiality form, if desired (Electronic form)

iv. REFERENCES

A list of the offeror's current customers should be provided. Additionally, provide at least five (5) references of customers which have received services similar to those required by the University. Include for each reference, the business name, address, phone number and contact person and a short description of the project and the work performed. The University reserves the right to contact or visit any of the offeror's current and/or past customers to evaluate the level of performance and customer satisfaction. Information gathered during this process will not be made public. If the offeror is not able to provide the foregoing information, provide a detailed explanation of the reason(s) for such inability.

v. EVIDENCE OF FINANCIAL RESPONSIBILITY

The offeror must demonstrate that its organization and any material subcontractors are in sound financial condition and/or that appropriate corrective measures are being taken to address and resolve any identified financial problems. The offeror shall submit documentation of its financial condition by providing a Business Information Report supplied by Dun & Bradstreet; audited financial statements for the two most recent fiscal years; or other information available in the ordinary course of business which demonstrates the offeror's financial stability. The offeror shall also describe its accounting system and explain, in detail, how and why it will permit timely development of all necessary cost data required by the specific contract type contemplated, and is adequate to allocate costs in accordance with generally accepted accounting principles.

- vi. MISCELLANEOUS
Additional information and attachments pertinent to this RFP may be submitted by the offeror in this section.

C. FILE THREE – COST PROPOSAL

The offeror must submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal. **Costs and pricing information should not be included in the technical proposal, but should be submitted separately as a cost proposal.** Proposals that include costs or pricing information in the technical proposal will be disqualified. The cost proposal should include line-item detail.

OFFEROR’S CHECKLIST

- _____ File One – Letter of Transmittal
- _____ File Two – Technical Proposal
 - _____ Executive Summary and Overview
 - _____ Detailed Discussion
 - _____ Qualifications Documents
 - _____ Reference Documents
 - _____ Financial Responsibility Documents
 - _____ Miscellaneous Attachments
- _____ File Three – Cost Proposal
- _____ Other Documents
 - _____ Business License
 - _____ Current W9
 - _____ Bonds (If Required)
 - _____ Licenses and/or certificates

SECTION 7 – PROPOSAL EVALUATION

7.01. OPENING OF PROPOSALS

The proposals will be opened so as to avoid disclosure of the contents to competing offerors. No public opening will be held. All proposals will be kept in strict confidence until the contract has been awarded. An offeror may withdraw their proposal prior to the University making a final decision.

7.02. EVALUATION PROCESS OVERVIEW

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

The evaluation process will consist of the following steps:

- A. Responsive determination. See Section 7.03.
- B. Responsible determination. See Section 7.04.
- C. Technical evaluation. See Section 7.05.
- D. Cost evaluation. See Section 7.07.

- E. Composite score computation. See Section 7.08.
- F. Selected offeror. See Section 7.09.

7.03. RESPONSIVE DETERMINATION

Proposals will be reviewed to confirm that they conform to this RFP requirements outlined herein. Non-responsive proposals (those that do not conform to RFP requirements) will be eliminated from consideration. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

7.04. RESPONSIBLE DETERMINATION

In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to) financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; and adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

7.05. TECHNICAL EVALUATION

A committee of University officials appointed by the Purchasing Official will evaluate proposals, found to be responsive and responsible, as outlined herein. The technical evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources, and demonstrations, presentations, and proofs of concepts if requested. The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

If additional technical evaluation phases are needed, for example: demonstrations, presentations, and proofs of concept, they will be scheduled and evaluated by the committee.

7.06. TECHNICAL EVALUATION CRITERIA

Proposals will be evaluated in accordance with the following criteria:

- A. Samples of Prior Work (15 pts)
- B. References (10 pts)
- C. Qualifications and Expertise of Staff (20 pts)
- D. Management Plan (25 pts)
- E. Test Scenario Recommendation (20 pts)
- F. Cost Proposal (10 pts)

7.07. COST EVALUATION

Cost will be evaluated as follows: Only proposals receiving a technical score of 60 pts or more will proceed to this evaluation phase. The offeror with the lowest proposed price will receive 100% of the cost points, which is 10 points. All other offerors will receive a portion of the total cost points based on the percentage by which their proposed price is higher than the lowest proposed price. An offeror whose proposed price is more than double (200%) the lowest proposed price will receive no points. The formula to compute the cost score will be: $40 \times (2 -$

Proposed Price / Lowest Proposed Price).

7.08. COMPOSITE SCORE COMPUTATION

The technical score and cost score will be combined to form a composite score for each proposal. The contract will be awarded to the offeror whose proposal received the highest composite score except as outlined under section 7.11 COST BENEFIT ANALYSIS.

7.09. SELECTED OFFEROR

The University will send written notice to the offeror selected as a result of this RFP. If the selected offeror fails to sign the contract offered for their acceptance within a reasonable period of time, as determined by the University, the University may assume that the offeror has abandoned the contract and shall be free to select another offeror with which to negotiate the contract. In such case, the University may also choose to debar the offeror that has abandoned the contract from offering on future requirements of the University.

7.10. NEGOTIATIONS AND BEST AND FINAL OFFERS

The University reserves the right, as provided by the Utah Procurement Code, to negotiate with the finalists and to call for best and final offers.

7.11. COST BENEFIT ANALYSIS

If the proposal with the highest composite score is not the lowest cost offer found to be acceptable and the difference between the lowest cost offer and the offer with the highest composite score is greater than \$10,000 or 5% of the lowest cost offer, a cost benefit analysis will be performed in accordance with the Utah Procurement Code. If performing a cost benefit analysis fails to justify the award of the contract to the offeror whose proposal received the highest composite score, the proposal that received the next highest composite score will be analyzed.

SECTION 8 – CONTRACT TERMS AND CONDITIONS

8.01. CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, the applicable terms and conditions contained in the University's Purchase Order Contract Terms and Conditions document viewable at <https://purchasing.usu.edu/files/terms.pdf>. If the offeror has any contractual documents, in whole or in part, to comprise a portion of the final governing language of any agreement arising from this RFP, including maintenance agreements, a copy of that agreement must be submitted with the proposal. A legal review of the contractual demands in view of what is acceptable to the University as an entity of the State of Utah shall be part of the criteria in evaluating the proposal for responsiveness. In the event of a conflict, the terms contained in this RFP document or any subsequent addenda govern.

The University will not enter into any contract or affix signature to any document, the terms of which require the University to waive conditions or requirements negotiated via this solicitation process, provided for in the document, or by mutual consent. Any document containing a clause or clauses that purport to supersede all other documents included in, or arising from this RFP process will be rejected.

8.02. EXCUSED PERFORMANCE

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, or government restriction, business operations at the University are interrupted or stopped, the performance of the Agreement, with the exception of money already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the Agreement may be extended, by mutual written consent, for a period of time equal to the time that such default in performance is excused.

8.03. ENDORSEMENT

Unless specifically authorized in writing by the University, the contractor shall have no right to use, and shall not use, the name of Utah State University, its officials or employees, or the seal or mark of the University in advertising, publicity, or promotion; nor to express or imply an endorsement of contractor's products or services.

8.04. DATA SECURITY

The contractor shall treat all data that it receives from the University, or is otherwise exposed to within University data systems, with the highest degree of confidentiality and in compliance with all applicable federal and state laws and regulations and University policies. The contractor shall employ commercial best practices for ensuring the security of all University electronic and paper data accessed, used, maintained, or disposed of in the course of contractor's performance under this Agreement. The contractor shall only use such data for the purpose of fulfilling its duties under this Agreement and shall not further disclose such data to any third party without the prior written consent of the University or as otherwise required by law. Upon termination or expiration of the contract, contractor will either return or confirm the secure destruction of all University documents, records and data, at the University's election.

8.05. OTHER AGREEMENTS

The payment card industry data security standards (pci dss) and government entity addendum (GEA), will be part of the final contract. In the case of the PCI DSS, it will only be part of the final contract if applicable.

8.06. ASSIGNMENT

The contractor shall not assign or subcontract any portion of its obligations under the contract without the prior written consent of Procurement Services. Assignment or subcontracting shall in no way relieve the contractor of any of its obligations under the contract.

8.07. COMPLIANCE

The contractor agrees to comply with the provisions of the Utah Workmen's Compensation Act, Utah Occupational Disease and Disability Act, Utah Unemployment Compensation Act, Federal Unemployment Tax Act, Federal Insurance Contribution Act.

The contractor hereby agrees to abide with all other 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.

8.08. TERMINATION OF CONTRACT

Inadequate delivery, unsatisfactory service, failure to adhere to the contract covenants, or other material breach of the contract terms may result in termination of the contract. The contractor 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 termination of the contract, the party wishing to terminate 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 terminate the contract at the end of said thirty (30) day period.

8.09. 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.

8.10. INDEMNIFICATION

The contractor shall protect, indemnify, and save harmless, the University and the State of Utah and their officers, employees, and agents from and against any and all claims, demands, losses, causes of action, judgments, damages and expenses of every kind or character including, but not limited to, attorney fees resulting from bodily injury, death, or damage 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 the contractor; (b) the contractor's use of University premises; or (c) any act, error, or omission on the part of the contractor, or its agents, employees, invitees, participants, or subcontractors except where such claims, demands, losses, causes of action, judgments, damages and expenses result from the negligent acts or omissions of contractor

and/or its agents, invitees, participants, or subcontractors. The contractor shall defend the University and the State of Utah and their officers, employees, and agents from all claims covered by this indemnification and shall pay its proportionate share of all costs and expenses incidental thereto, but the University shall have the right, at their option, to participate in the defense of any such suit without relieving the contractor of any obligation hereunder.

8.11. INSURANCE

The contractor shall maintain, during the term of the contract, comprehensive General, Contractual, Professional and Errors and Omissions (E&O) Liability Insurance and Employee Dishonesty bonding coverage or such coverages as required by Federal, State, and local laws governing the services described herein. The contractor shall also maintain all employee-related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services pursuant to any resulting underwriting contract. Such coverages may be self-funded.

8.12. ACCOUNTING

The contractor must keep accurate accounting records of all operations covered by the contract and establish and maintain a system of bookkeeping and accounting satisfactory to the University. The contractor should be able to summarize and concisely report pertinent information in a timely manner through the duration of the contract.

8.13. RELATIONSHIP OF THE PARTIES

In assuming and performing the obligations of any contract, the University and any contractor shall act as independent parties and neither shall be considered or represent itself as a joint venturer, partner or employee of the other.

8.14. EQUAL OPPORTUNITY

No offeror of goods and/or services under any contract shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, color, religion, national origin, gender, pregnancy, childbirth, pregnancy-related conditions, age, disability, veteran status, genetic predisposition, or otherwise as provided by state and federal law.

8.15. STATE AND LOCAL TAXES

The University is exempt from State of Utah sales and excise taxes (State of Utah Sales Tax Exemption number: 11843640-002-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.

8.16. PRICE REDUCTION

If at any time after the award of the contract, the contractor reduces the price of any article or service covered under a contract, the contractor shall give the University proportionately reduced pricing for such articles or services.

8.17. DEBARMENT

The contractor certifies that neither it nor its principals or employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or any resulting contract, by any governmental department or

agency. If the contractor cannot certify this statement, it must attach a written explanation for review.

8.18. NON-APPROPRIATION OF FUNDS

The contractor acknowledges that the University cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the University is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the University may terminate the contract or proportionately reduce the services and purchase obligations and the amount due from the University upon thirty (30) days written notice. In the case that funds are not appropriated or are reduced, the University will reimburse the contractor for products delivered or service performed through the date of cancellation or reduction, and the University will not be liable for any future commitments, penalties, or liquidated damages.