

**Request for Proposal**

**For University of Utah Healthcare Website Redesign**

**RFP #** **UU207666056**

Issued 10/23/2025

**University of Utah Contact:**

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Questions regarding this RFP should be submitted through BidNet Direct (formerly BidSync):

<http://www.bidnetdirect.com/utah/universityofutah>

Solicitation #: UU207666056

In the Question and Answer section

Version: 7.18.2025

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

Attachment A – Cost Proposal Form

*Instructions: Vendors must respond to all sections of this RFP, including sections 1 through 7. When a section does not request specific information and you agree to what it contains, you may use language such as “Sections 1.01 through 1.05, Understood and Agreed” in your response. State of Utah Procurement Code requires pricing be submitted separately from the technical proposal. Refer to Section 5 for instructions on how to organize your response.*

**SECTION 1 – PURPOSE OF RFP**

* 1. 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 website redesign services for University of Utah Health, 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 service and may decide, after reviewing proposals submitted, not to enter into any agreement.

* 1. Definitions.

1.02.1 This service is to be obtained for University of Utah Health, hereafter to be referred to as the “University.”

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

1.02.3 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/.

1.02.4 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 UU207666056. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.

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

RFP Dated and Issued 10/23/2025

Pre-Proposal Conference 10/30/2025, See Section 2.03

RFP Inquiry Questions Due 11/13/2025 2:00PM, current mountain time

Proposals Due Date 12/8/2025 10:00AM, current mountain time

Estimated Oral Presentations Week of January 5, 2026

2.03 Pre-Proposal Conference.

Optional Virtual Pre-Proposal Conference. A pre-proposal conference will be held on 10/30/2025 at 8:00AM via Zoom.  All Vendors responding to this RFP are requested to have at least one representative of their organization in attendance.  Contact Ryan Harvey (rharvey@purchasing.utah.edu) 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 # UU207666056 in BidNet Direct. All such questions should be received by **the Questions Due Date listed in Section 2.02.** Answers to questions will be posted on the BidNet Direct site. Bidders who select ‘Notify me about this Bid’ or ‘Download Bid Packet’ will receive email notification of any addenda, changes, or updates to the bid.

2.05 Submission Due Date.

**Submit your proposal electronically through BidNet Direct by the Proposal Due Date and Time listed in Section 2.02.**

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

When submitting an offer electronically through BidNet Direct, 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.

BidNet Direct customer support may be contacted at (800) 835-4603 or support@bidnet.com for guidance on the BidNet Direct site.

Vendors are responsible for ensuring their BidNet Direct 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 BidNet Direct site. Incorrect or missing vendor registration information may result in failure to receive notification from BidNet Direct 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.

Based on preliminary total score, the evaluation committee may invite up to three (3) of the highest scoring proposals. 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.

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

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 five (5) years.

The anticipated effective date of the Contract is January/February 2026.

2.12 Costs and Fees.

Price Escalation price increase may be requested sixty (60) days prior to end date of the second year of the five-year agreement 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

Attn: Joe Borgenicht

515 E 100 S RM 500  
SALT LAKE CITY, UT 84102

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 The University seeks the services of a qualified consulting firm with demonstrated expertise in large-scale healthcare web redesign, brand integration, user experience (UX), and content strategy. The Vendor will partner with the University’s Health Marketing and Communications department, and other stakeholders, to redesign and consolidate our primary healthcare website, healthcare.utah.edu. The project will enhance brand positioning, improve patient and provider digital experiences, and establish a scalable and sustainable web ecosystem in the short term that encompasses our clinical delivery services and in the long term can scale to include all other missions (research, education, and community engagement).

The following services will be required from the Vendor:

3.01.1 Branding and Messaging

* 1. Develop master brand messaging to guide all website content and communications, with emphasis on the University’s differentiators as a premier regional academic medical center (notably research and innovation, and where appropriate, education and community engagement).
  2. Create one to two brand anthem videos that represent the University’s identity at the highest level and can be deployed across web and other platforms. Video(s) should have a primary runtime between 60 seconds and 3 minutes, and be adaptable into condensed versions of 30-, 60-, and 90-second spots suitable for television, online advertising, and social media channels.
  3. Conduct a comprehensive review of existing internal and external brand messaging across all University of Utah Health web properties, digital channels, and key communications. This includes assessing tone, terminology, and narrative alignment between clinical, research, and academic content. Deliver a message alignment report with a framework outlining how key brand themes, differentiators, and value propositions should appear across all platforms and specialties within U Health brand. Also provide recommendations for ongoing governance and content management practices to prevent message fragmentation or duplication in future updates.
  4. Provide recommendations for maintaining ongoing message alignment between clinical, academic, and research content.

3.01.2 Stakeholder Engagement

* 1. Build consensus with a stakeholder working group representing operationally diverse internal voices. Conduct structured interviews, workshops, and follow-ups to gather requirements and socialize design concepts. Deliverables should include a documented summary of key findings, decision logs, and consensus points.
  2. Establish a phased timeline and engagement plan that accommodates the University’s broad and matrixed governance structure. The plan should identify decision-making checkpoints, escalation pathways, and cadences for steering committee or leadership reviews. Vendors should account for multiple stakeholder layers (executive, operational, and functional teams) and include realistic timelines that reflect University review processes.
  3. Provide ongoing project communications to stakeholders and leadership throughout the redesign process.
  4. Guide the University in appropriately scoping, designing, and socializing the new website across the enterprise. The Vendor should outline a change management and socialization approach that ensures understanding and adoption across all missions. Deliverables may include presentation decks, executive briefings, and talking points to support alignment across internal units and leadership.
  5. Audit and make a recommendation and plan to address integration of existing websites:
  6. Recommend a clear, persona-driven website structure that better organizes and connects the websites supporting our extended missions. The audit should inventory existing domains, microsites, and related digital assets, with an assessment of content relevance, technical dependencies, and governance ownership. Deliverables should include an integration roadmap identifying which sites or content areas should be merged, retired, or redesigned.
     1. Healthcare.utah.edu - Clinical website (primary patient and provider-facing site).
     2. Uofuhealth.utah.edu - The University’s Health academic/research site (to be strategically incorporated at a brand level).
     3. Individual school & college domains
  7. Recommend pathways for future integration of research content that highlight the University’s strengths while ensuring usability and relevance for patient and provider audiences.

3.01.3 Design and User Experience

* 1. Conduct a comprehensive audit of the existing institutional Design System used across more than 16,000 clinical pages on our Acquia CMS on Drupal. Deliverables should include a Design System Audit Report summarizing strengths, gaps, and opportunities, with recommendations for modernization, consolidation, and improved cross-site consistency.
  2. Lead design exercises to create and approve a new website design and updated Design System components, ensuring system-wide adoption.
  3. Perform a user experience assessment for key personas (new patients, returning patients, referring providers, internal users, and AI personas). The assessment should include user research, usability testing, and journey mapping to identify pain points and opportunities for improvement. Deliverables should include persona summaries, journey maps, and UX recommendations tied to measurable performance goals such as task completion, accessibility, and satisfaction metrics.
  4. Deliver designs that significantly enhance digital transactions including, but not limited to, scheduling, finding providers, locating facilities, paying bills, referring patients, and accessing clinical resources (i.e. MyChart).
  5. Develop a rollout plan for implementing the new design across the website. The rollout plan should include phased implementation milestones, pilot testing strategies, and a content migration roadmap. Vendors should describe how they will support the internal development team through documentation, training, and quality assurance to ensure consistent implementation across all web properties.

3.01.4 Content Strategy and Development

* 1. Conduct a full audit of website content voice and tone.
  2. Provide direction for content updates and rewriting, aligned to new brand positioning.
  3. Incorporate AI-enhanced search and SEO strategies (including GEO-based SEO adjustments).
  4. Revise, consolidate, and update content to reflect current best practices in healthcare communications.
  5. Ensure that research and education are represented appropriately at the brand level without overwhelming patient-facing content.

3.01.5 Tools and Technology

* 1. Provide a new feature tool strategy recommendation for the redesigned website, addressing build/buy/implementation options.
  2. Implement recommendations for leading edge tools that enhance patients and providers' experience to access care.

3.01.6 Partnership

* 1. Implementation - The Vendor must work alongside the University team as an implementation partner directly rather than only designing or advising. Must have experience with Drupal CMS. Implementation deliverables shall include:
     1. Design and publication of new web pages.
     2. Content rewriting and migration to the new platform.
     3. Integration of tools and transaction functionalities.
     4. QA testing and validation of design, functionality, and content accuracy prior to launch.
  2. Socialization – Socialize and advance complex web design initiatives across our highly matrixed organization
     1. Ensure alignment of storytelling, design, and technology
     2. Integrate stakeholder mapping feedback and communication frameworks
     3. Help to manage expectations of critical stakeholder groups while achieving the goal of significantly improving the user experience
     4. Navigate the operational impacts of the digital experience that we will be creating
     5. Build trust at every level from executive sponsors to front line contributors
     6. Help achieve consensus around unified digital vision reflecting institutional priorities and user needs

3.01.7 Project Management, Timeline, and Budget

* 1. The Vendor shall manage all aspects of project execution, including planning, tracking, and reporting progress. The Vendor will work closely with our internal University project managers.
  2. The project shall be completed within 18-36 months from contract award, anticipated to be January or February 2026.
  3. The total project budget shall not exceed $3 million, excluding additional tools which may be needed after consulting with the awarded vendor.
  4. The Vendor shall provide a detailed project schedule with milestones, deliverables, and resource allocation.

3.01.8 Agency Responsibilities

The University agrees to:

1. Provide access to existing website platforms, analytics, and content repositories.
2. Identify and assign internal staff for collaboration, reviews, and approvals.
3. Facilitate introductions and coordination with internal stakeholders.
4. Provide timely feedback on deliverables to maintain project schedule.
5. Provide internal design, writing, web development, UX, and implementation partners.

3.01.9 Performance Requirements

* 1. All deliverables must conform to best practices in accessibility (WCAG 2.1 AA), data privacy, security, and compliance with HIPAA.
  2. All website design and functionality must be mobile-first, responsive, and optimized for major browsers and devices.
  3. Deliverables will be subject to formal review and acceptance by the University project leadership.

3.01.10 Project Deliverable Table

The Vendor shall provide feedback on the following deliverables and timelines in accordance with the approved project plan. All deliverables will be reviewed and approved by the University Project Manager or designee prior to acceptance and payment.

| **#** | **Deliverable** | **Description** | **Due / Milestone** | **Acceptance Criteria** |
| --- | --- | --- | --- | --- |
| 1 | **Project Kickoff Plan and Governance Framework** | Conduct project kickoff; finalize project management tools, communications plan, and stakeholder engagement framework. | Within 30 days of contract execution | Approved project plan, schedule, and governance structure submitted and accepted by the University. |
| 2 | **Stakeholder Engagement Plan** | Develop stakeholder engagement strategy; identify stakeholder groups, interview schedule, and feedback process. | Within 45 days of kickoff | Plan approved by the University including meeting cadence and communication channels. |
| 3 | **Brand Audit and Messaging Framework** | Complete assessment of current brand messaging and digital assets; produce unified brand messaging architecture and tone guidelines. | Within 90 days of kickoff | Deliverable includes brand positioning statement, key differentiators, message hierarchy, and tone guide approved by the University. |
| 4 | **Brand Anthem Videos** | Produce 2 brand-level videos representing the University’s identity based on results from Brand Audit and Messaging Framework | Within 120 days of kickoff | Final videos meet approved scripts, brand tone, and production quality standards. |
| 5 | **Website Audit and UX Assessment** | Complete comprehensive audit of existing design system, UX, content, and accessibility. Include analytics and user testing results. | Within 120 days of kickoff | Written report and findings presentation accepted by the University project team. |
| 6 | **Design System and Visual Redesign** | Create new design system and visual identity for website; present iterative prototypes and finalize approved design package. | Within 180 days of kickoff | Design system approved by the University; prototypes demonstrate compliance with accessibility, UX, and brand guidelines. |
| 7 | **Content Audit and Content Strategy Plan** | Review and evaluate all site content; develop strategy for rewriting, consolidation, SEO optimization, and AI search integration. | Within 180 days of kickoff | Written content strategy plan with prioritized content map approved by the University. |
| 8 | **Tool and Technology Recommendations** | Evaluate and recommend tool strategy (build/buy/implement) for patient access, scheduling, and provider search functionality. | Within 210 days of kickoff | Recommendation report includes cost-benefit analysis and implementation roadmap. |
| 9 | **Prototype and Usability Testing Results** | Develop interactive prototypes for primary site sections; conduct user testing with patients, providers, and staff. | Within 270 days of kickoff | Report of findings and recommended UX refinements accepted by the University. |
| 10 | **Content Development and Migration** | Rewrite, consolidate, and migrate website content in alignment with approved brand and SEO strategy. | Ongoing during months 9–18 | All content meets approved tone, accuracy, readability, and metadata standards. |
| 11 | **Design and Functionality Implementation** | Deploy approved design system and tools across all relevant web pages; perform quality assurance (QA) testing. | Months 12–22 | New site pages meet functional, aesthetic, and accessibility requirements; QA results approved. |
| 12 | **Integration and Research Content Representation Plan** | Develop plan for incorporating research content at brand level without overwhelming patient-facing information. | Month 20 | Integration plan approved by the University and aligns with long-term web strategy. |
| 13 | **Final Implementation and Launch Support** | Support site launch; monitor performance metrics, resolve issues, and document post-launch support plan. | Month 24 | New website successfully launched with documented transition plan and performance benchmarks met. |
| 14 | **Final Report and Project Closeout** | Deliver comprehensive report summarizing project outcomes, performance metrics, and recommendations for future maintenance. | Upon project completion (Month 24) | Report accepted by the University; all deliverables verified complete and functioning as intended. |

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.

**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>

4.01.2 By responding to this solicitation, Vendor acknowledges any resulting contract's negotiable terms will be limited by Utah state law.

4.01.3 Vendor confirms they have Acquia Drupal Experience

* + - * 1. Yes \_\_\_ No \_\_\_
        2. If “Yes,” briefly describe: the scope and number of Acquia Drupal projects completed within the last five (5) years, including project size, primary client types (e.g., healthcare, higher education, enterprise), and specific responsibilities (e.g., development, design system implementation, personalization, migration). You may reference section 4.02 evaluation criteria.
    1. Vendor confirms they have Healthcare Experience
       - 1. Yes \_\_\_ No \_\_\_
         2. If “Yes,” briefly describe: the number and type of healthcare-related digital projects completed, the scale of each organization (e.g., hospital system, regional network, academic health center), and the primary outcomes or improvements achieved (e.g., patient engagement, UX redesign, content strategy). You may reference section 4.02 evaluation criteria.

4.01.5 Vendor confirms they have Academic Medical Center Experience

Yes \_\_\_ No \_\_\_

If “Yes,” briefly describe: relevant experience with academic medical centers or integrated health systems, including project examples that demonstrate understanding of the dual clinical and academic missions. Identify the number of such projects and the Vendor’s specific role in each (e.g., branding, UX, content strategy, technical implementation). You may reference section 4.02 evaluation criteria.

4.02 **Evaluated Criteria:**

4.02.1 Demonstrated Ability to meet Scope of Work, Including Relevant Experience.

(30 points possible)

Vendors must clearly demonstrate their ability to perform the full scope of work outlined in this RFP. Proposals should include a detailed description of the Vendor’s approach to the project, outlining key services, deliverables, timelines, and any recommended integrations of third-party technologies. Each service and deliverable must include associated pricing estimates.

Demonstrated experience in healthcare and academic medicine is required. Vendors must provide a total of two (2) to five (5) examples of previous projects that collectively demonstrate their ability to meet the full scope of work described in this RFP. Examples should represent comparable scope, complexity, and outcomes, highlighting success in delivering work on time and within budget. Projects should emphasize experience in healthcare and academic medical environments, particularly in areas such as web redesign, brand integration, user experience, and content strategy.

Familiarity with local and regional culture and audiences (urban and rural) is preferred. This section may include up to one page describing the company’s background and key project staff.

Subconsultants: Vendors must identify any proposed subconsultants or partner firms, specify their roles, and describe the specific work each partner will perform (e.g., video production, technical implementation). Include relevant experience for each subconsultant in the examples provided or in a separate brief summary.

4.02.2 Consensus Building & Conflict Mediation. (10 points possible)

Demonstrate a proven ability to facilitate constructive dialogue among diverse stakeholders, resolve conflicts, and guide groups toward aligned decisions in complex or high-stakes environments. Successful proposals will clearly describe the vendor’s approach to consensus building, including methods for ensuring equal participation, managing differing perspectives, and maintaining momentum toward shared outcomes.

Vendors should provide up to three (3) examples of projects that illustrate successful consensus building, conflict mediation, or facilitation of alignment across multiple departments, organizations, or leadership levels. Relevant industry experience may include leading multi-agency collaborations, strategic planning sessions for large public or health institutions, stakeholder engagement processes in higher education or government settings, or facilitation of change management initiatives requiring broad consensus.

4.02.3 Demonstrated Creative Ability. (30 points possible)

Demonstrate exceptional creative ability in developing digital experiences that reflect a cohesive brand identity while meeting the complex needs of diverse audiences in an academic medical environment. Successful proposals will provide evidence of innovative design solutions that bring brand position to life, balance aesthetic excellence, required ADA web accessibility, and functionality across large-scale web ecosystems.

Vendors should include up to three (3) examples of past projects that showcase creative problem-solving, particularly in areas such as healthcare website redesign, multi-brand integration, UX/UI design, and content strategy. Examples may overlap with those provided in Section 4.02.1 if relevant. Examples may include website transformations for healthcare systems, universities, or other organizations with multiple stakeholder groups and service lines.

4.02.4 Qualifications and Expertise of Staff. (10 points possible)

Provide an org chart that clearly identifies all team members who will contribute substantively to the project, their respective roles, and the expertise each brings to the engagement. Proposals should highlight staff experience in large-scale healthcare web redesigns, brand and digital strategy, user experience design, content strategy, technical architecture, and project management.

The evaluation will emphasize the depth and relevance of the team’s qualifications, including demonstrated success working with complex organizations, dynamic stakeholder environments, and multidisciplinary teams, including executive leadership.

Vendors should include concise bios or résumés for key personnel and may strengthen their submission by providing examples of prior work led by proposed team members, relevant certifications, awards, or professional distinctions that reinforce their capability to deliver the scope of work effectively.

4.02.5 Testimonials. (10 points possible)

Provide a minimum of two (2) and no more than five (5) written reference letters from clients who have engaged the Vendor for services comparable in scope and complexity to those described in this RFP. Each letter should include the client organization’s name, a brief description of the project or engagement, and a statement attesting to the Vendor’s performance, quality of work, and ability to meet project objectives.

Reference letters should demonstrate the Vendor’s capacity to deliver creative, collaborative, and results-driven solutions within complex organizational settings.

4.02.6 Cost. (25 points possible)

Provide a detailed cost proposal that clearly outlines all anticipated fees and expenses associated with completing the full scope of work described in this RFP. The proposal should itemize costs by major project components or phases (e.g., discovery, design, development, testing, implementation, training, and ongoing support), and specify any optional or value-added services.

Pricing must include all labor, materials, travel, and administrative costs necessary to complete the project; no additional charges will be accepted beyond those stated in the proposal without prior written approval. Vendors should describe their proposed billing structure (e.g., fixed-fee, milestone-based, or hourly rate) and identify the total not-to-exceed amount for the engagement.

See Section 5.03 for instructions.

**SECTION 5 – PROPOSAL RESPONSE FORMAT**

*(For Cost Proposal submission see section 5.03)*

5.01 Administrative Guidance. The information provided herein is intended to assist Vendors in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested Vendors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Vendors are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

5.02 Technical Proposal Response Format. Proposals should be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals should be organized to comply with the following sections:

**DETAILED RESPONSE.** This section should constitute the major portion of the proposal and must contain **a specific response in outline form to each section in this RFP. Outline numbers should correspond, in order, to the section numbers contained in this RFP.** Specific emphasis should be placed on responding to the information requested in Sections 3 and 4 but all sections and items should be fully addressed. Narrative regarding options or alternatives with complete details including how those meet or exceed the RFP requirements should be included in the relevant section. Failure to provide written response to items indicated in this RFP will be interpreted by the University as an *inability* by the Vendor to provide the requested product, service or function and may be deemed as “Non-responsive”.

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

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

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

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

Standard Cost Formula:

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:

1. 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.
2. The criteria to be used to evaluate proposals, listed with their relative weight in points are as follows:

A total of 115 points are available and distributed to the 6 categories from Section 4 – Proposal Requirements.

* + 1. Demonstrated Ability to Meet Scope of Work,

Including Relevant Experience – 30 points

* + 1. Consensus Building & Conflict Mediation – 10 points
    2. Demonstrated Creative Ability – 30 points
    3. Qualifications and Expertise of Staff – 10 points possible
    4. Testimonials – 10 points
    5. Cost – 25 points

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.

Up to the three (3) highest scoring proposals based on preliminary technical total score;

Proposals that do not meet the 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 159, 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 ten (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.