

Solicitation NO12006

**Crisis Communication Plan & Outreach to Data
Breach Victims**

State of Utah



State of Utah

Bid NO12006

Crisis Communication Plan & Outreach to Data Breach Victims

Bid Number **NO12006**
 Bid Title **Crisis Communication Plan & Outreach to Data Breach Victims**

Bid Start Date **May 11, 2012 4:26:38 PM MDT**
 Bid End Date **May 21, 2012 11:00:00 AM MDT**
 Question & Answer End Date **May 16, 2012 11:00:00 AM MDT**

Bid Contact **Nancy Orton**
Assistant Director
Administrative Services

Contract Duration **1 year**
 Contract Renewal **2 annual renewals**
 Prices Good for **Not Applicable**

Bid Comments **This RFP is issued under the emergency procurement provision of the Utah Procurement Code. The response time frame to submit a proposal is very short. -----**
-----Questions concerning this solicitation should be submitted via the BidSync electronic system.

If you have any trouble submitting your response or attaching documents in the BidSync site, please contact Vendor Customer Support at (801) 765-9245.

Item Response Form

Item **NO12006-01-01 - Crisis Communication Plan & Outreach to Data Breach Victims**
 Quantity **1 contract**
 Prices are not requested for this item.
 Delivery Location **State of Utah**
N/A
 *
 * UT *
 Qty 1

Description

The primary purpose of this RFP is to enter into a contract with a qualified firm to create a strategic crisis communication plan and to provide high-level crisis communication counsel for the recent data breach involving people's personal health information, per the attached specifications.

 Questions concerning this solicitation should be submitted via the BidSync electronic system.

If you have any trouble submitting your response or attaching documents in the BidSync site, please contact Vendor Customer Support at (801) 765-9245.

STATE OF UTAH



SOLICITATION NO. NO12006

Crisis Communication Plan & Outreach to Data Breach Victims

RESPONSES DUE NO LATER THAN:

May 21, 2012 11:00:00 AM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061



State of Utah

Request for Proposal

Legal Company Name (include d/b/a if applicable) 		Federal Tax Identification Number 		State of Utah Sales Tax ID Number 	
Ordering Address 		City 		State 	Zip Code
Remittance Address (if different from ordering address) 		City 		State 	Zip Code
Type ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government		Company Contact Person 			
Telephone Number (include area code) 		Fax Number (include area code) 			
Company=s Internet Web Address 		Email Address 			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ☐ No ☐ . If no, enter where produced, etc.					
Offeror=s Authorized Representative=s Signature 			Date 		
Type or Print Name 			Position or Title 		

NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to www.bidsync.com;
- B. Locate the bid (solicitation) to which you are responding;
 - a. Click the "Search" tab on the top left of the page;
 - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE PROPOSAL: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

2. PROPOSAL PREPARATION: (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer's descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.

6. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

7. SAMPLES: Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering

products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

9. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

10. DEBARMENT: The CONTRACTOR 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 the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov. By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

13. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision Date: 13 JULY 2010 - RFP Instructions)

REQUEST FOR PROPOSAL
Crisis Communication Plan & Outreach to Data Breach Victims
Solicitation # NO12006

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to create a strategic crisis communication plan and to provide high-level crisis communication counsel for the recent data breach involving people's personal health information. It is anticipated this RFP may result in a contract award to a single contractor.

The anticipated value of this contract is \$100,000 to \$200,000.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

BACKGROUND

On March 10, 2012 the Utah Department of Technology Services (DTS) experienced a data breach on a computer server that stores personal health information. DTS detected the breach on Monday, April 2, 2012 after the thieves began removing data from the server. Upon detection of the breach, DTS immediately shut down the server.

Information on the server included claims payment and eligibility inquiries. This could include sensitive, personal health information from individuals and health care providers such as Social Security numbers (SSN), names, dates of birth, addresses, diagnosis codes, national provider identification numbers, provider taxpayer identification numbers, and billing codes.

Up to 280,000 people had their SSNs stolen during the breach. These individuals received letters from the state with instructions on how to receive one year of free credit monitoring services. This service includes daily credit monitoring, alerts of key changes to credit files, and identity theft insurance.

Despite the state's pleas to victims to activate this credit monitoring service, only a small percentage of people (approximately 25,000 as of 5/8/12) have taken advantage of this service. Some people report being hesitant to sign up for the service due to a lack of trust resulting from the initial breach of information.

As many as 500,000 additional people (although this number is expected to decrease significantly as data is de-duplicated) had other, less-sensitive information stolen. This information could include things like their name, address, and date of birth.

These individuals will also receive letters from the state indicating their information has been compromised. Because these individuals' did not have their SSNs stolen, they are at a significantly reduced risk of identity theft and will not receive free credit monitoring.

However, there are a number of steps anyone can take to protect themselves from identity theft, including freezing their credit and placing a fraud alert on their credit. Information on how to do this is spelled out in the letters these victims received, and is also posted on the UDOH web site at www.health.utah.gov/databreach.

In the days following the discovery of the breach, DTS determined the hackers were able to access the servers due to weaker than normal security controls. Specifically, the server was being protected with an inadequate password. DTS immediately improved security controls related to the implementation of computer hardware and software, as well as increased network monitoring and intrusion detection capabilities.

The state has also hired two independent auditing firms to review the breach. The first audit will re-examine what lead to the breach and will also include a full-scale review of the state's entire data security and data storage systems. The other audit will review the state's efforts to notify victims of the breach and mitigate any potential harm they may experience.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Utah Department of Health, Office of Public Information and Marketing. The reference number for the transaction is Solicitation # NO12006. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

The preferred method of submitting your proposal is electronically through BidSync (formerly RFP Depot.) However, if you choose to submit hard copies, one original and six identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, Utah 84114-1061.

When submitting a proposal electronically through BidSync, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system.

Electronic proposals may require uploading of electronic attachments. BidSync's site will

accept a wide variety of document types as attachments. However, the submission of documents containing embedded documents **(zip files), mov, wmp, and mp3 files are prohibited**. All documents should be attached as separate files.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of one year.

The contract may be extended beyond the original contract period every year for up to two (2) additional years at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for the entire term of the contract. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, the State's standard terms and conditions.

Notice: Exceptions and additions to the Standard Terms and Conditions must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered.

The State retains the right to refuse to negotiate on exceptions should the exceptions be excessive, not in the best interest of the State, negotiations could result in excessive costs to the state, or could adversely impact existing time constraints.

In a multiple award, the State reserves the right to negotiate exceptions to terms and conditions based on the offeror with the least to the most exceptions taken. Contracts may become effective as negotiations are completed.

QUESTIONS

All questions must be submitted through BIDSYNC (formerly RFP Depot.) Answers will be given via the BIDSYNC site.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offerors expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;

** * * * **

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides 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:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your 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 cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY" and may be considered non-responsive if marked as such. The

claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the Division of Purchasing 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 state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

DETAILED SCOPE OF WORK

The agency selected must be able to produce, under a quick turn-around timeframe, a strategic crisis communication plan ("the plan") and provide strategic crisis communication counsel to the UDOH. The agency will also develop the individual elements of the plan, and may be asked to help implement some components of the plan or to train UDOH staff in implementing elements of the plan.

The objective of the plan is to re-build trust with the public, specifically those who were directly impacted by the breach and those who rely on the agency for critical health services.

In its response, the offeror shall address in specific terms its plans for delivering each item listed below. Services expected of the offeror, but not necessarily limited to, include the following:

1) Develop a strategic crisis communication plan.

- a) Proposing agency shall be able to develop and implement a strategic crisis communication plan. This will include, but is not limited to, identification of publics, identification of key messages for those publics and identification of tactics to deliver those messages.
- b) Proposing agency shall have past history of managing communication during crisis.
- c) This will include, but is not limited to, identification of publics, identification of key messages for those publics and identification of tactics to deliver those messages.
- d) Ability to strategically manage media relations during crisis.
- e) Qualified offerors shall supply past examples of crisis communication plans and evidence that those plans were implemented.
- f) Proposing agency shall demonstrate the ability to create a crisis communication plan in a minimum of less than one week.
- g) The development and implementation of the plan could require travel to various parts of the state.

2) Community Outreach

- a) Proposing agency shall demonstrate the ability to provide guidance on effectively reaching out to the public and various advocacy groups, possibly through:
 - i) Organizing public forums.
 - ii) Participating in regularly scheduled community meetings.
- b) Proposing agency shall demonstrate ability to create educational materials for public consumption within two weeks, possibly including:
 - i) Electronic (PowerPoint or other program) presentations.
 - ii) Speeches.
 - iii) On-line videos.
 - iv) Written materials (brochures, newsletter articles, posters, etc...).
- c) Proposing agency shall be able to provide spokesperson training to a variety of department personnel who may be responsible for implementing elements of the crisis communication plan.
 - i) Qualified offerors shall demonstrate previous spokesperson training experience and be able to provide examples of past training.

3) Public Relations Services

- a) Proposing agency shall demonstrate a full understanding of public relations (PR) management and have experience in implementing PR tactics, such as:
- b) The ability to generate local and national public interest without using paid advertising.
- c) The ability to pitch local and national media and place stories in those mediums.
- d) The ability to use grass roots tactics to generate public and media interest.
- e) Proposing agency shall demonstrate the ability to communicate in a variety of formats to Utah's diverse publics.

4) Create Web Site

- a) Proposing agency must have the ability to create a web site the public can utilize for information on the data breach. The proposing agency must demonstrate the ability to:
 - i) Perform Web page(s) design.
 - ii) Perform Web page(s) graphics creation.
 - iii) Code and test the web page(s) and web application.
 - iv) Perform a code review and modification of web page(s) and web application.
 - v) Proposing agency shall provide samples of past web site creation that demonstrates how the public was engaged via web tools.
 - vi) Incorporate social media platforms.

- 5) Proposing agency must identify mechanisms for addressing messaging to non-English speaking populations and other vulnerable or at-risk populations.
- 6) Proposing agency may be asked to conduct public opinion research. The proposing agency should be able to demonstrate in its response its ability to conduct such research.
- 7) Monitor and evaluate effectiveness of the crisis communication plan.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

The contractor must have demonstrated experience in media campaign oversight, creation and placement (media buying) of newspaper, radio, television and billboard advertising, coordinating media campaigns and events and design and development of collateral materials that promote information and public awareness.

The proposal must describe the background and capabilities of the offeror and details of how services will be provided. This includes the qualifications and experience of the Account Executive, Graphic Designer, Accountant, Media Buyer, Public Relations, and other creative staff involved in the project. Examples of past work must be included as part of the proposal as well as three current references (company name, contact name, and telephone number).

The offeror should demonstrate a good working knowledge of both mainstream media outlets and specific media resources that reach the underserved, such as Hispanic, other ethnic and rural audiences.

The offeror must be able to begin work immediately upon signing of the contract.

PROPOSAL RESPONSE FORMAT

All proposals must include:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form. Submit cost proposal form on a separated document. Do not embed within technical proposal.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
20 %	Cost
35 %	Demonstrated ability to meet the scope of work
25 %	Demonstrated technical capability (proven track record), etc.
10 %	Qualification and expertise of staff proposed for this project.
10 %	Performance references for similar projects.

COST PROPOSAL

Cost is to be submitted based on the following:

Fully Loaded Hourly Rate: \$_____ per/hr.

Number of Hours _____

Total \$_____

(Any deviation from this format may result in disqualification of proposal)

**ATTACHMENT A: STATE OF UTAH TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES**

1. **AUTHORITY:** Provisions of this contract ("Contract") are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The person or entity contracting with the State under this Contract ("Contractor") and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records shall be retained by the Contractor for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **TIME:** The Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this Contract and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.
6. **TIME IS OF THE ESSENCE:** For all work and services under this Contract, time is of the essence and Contractor shall be liable for all damages to the State of Utah and anyone for whom the State of Utah may be liable, as a result of the failure to timely complete the scope of work required under this Contract.
7. **PAYMENT:**
 - 7.1 Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.
 - 7.2 The contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's purchasing card (major credit card).
 - 7.3 The acceptance by the Contractor of final payment without a written protest filed with the State within ten (10) working days of receipt of final payment shall release the State from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.
8. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
9. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.

- 10. DOCUMENT OWNERSHIP:** Contractor agrees that any work/services and all Deliverables prepared for State, to the extent to which it is eligible under copyright law in any county, shall be deemed a work made for hire, such that all right, title and interest in the work and Deliverables reside with the State. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to the State. Contractor further agrees to provide all assistance reasonably requested by State in the establishment, preservation and enforcement of its rights in such work and deliverables, or subsequent amendments or modifications to such work and deliverables, without any additional compensation to Contractor. Contractor agrees to waive, and hereby, to the extent permissible, waives, all rights relating to such work and deliverables, or subsequent amendments or modifications to such work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use.
- 11. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify," only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.
- 11.1 Status Verification System
- (1) Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302.
- (2) The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- (3) The State will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.
- (4) Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. Section 63G-12-302.
- 11.2 Indemnity Clause for Status Verification System
- Contractor (includes, but is not limited to any Contractor or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Contractor's subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
- 12. CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with Section 67-16-8, Utah Code Annotated, 1953, as amended. Contractor also represents that it has no conflict of interest in performing the services for the State under this Contract, unless such conflict of interest has been disclosed to the State and approval to proceed, notwithstanding the conflict, has been obtained from the State in writing.
- 13. CONTRACTOR AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from the State for these Contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
- 14. INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the acts or negligence of (a) the Contractor, (b) the Contractor's officers, agents, volunteers, or employees, (c) the Contractor's

subcontractors or subconsultants at any tier, or (d) anyone for whom Contractor may be liable but not for claims arising from the State's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

- 15. EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. Contractor also agrees to abide by any laws and policies of the State of Utah regarding any of the above mentioned prohibitions in this paragraph.
- 16. PERFORMANCE EVALUATION:** The State of Utah may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.
- 17. WAIVERS:** No waiver by the State or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
- 18. SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- 19. RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only by written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.
- 20. SUSPENSION/DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if suspended or debarred by any governmental entity during the Contract period.

21. TERMINATION:

21.1 Unless otherwise stated in the Additional Terms and Conditions of the State of Utah, if applicable, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which this Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

21.2 In the event of such termination, the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the Contractor pursuant to this Contract. Contractor further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under this Contract up to the date of termination are the property of the State and shall be promptly delivered to the State.

22. INSURANCE:

22.1 To protect against liability, loss and/or expense in connection with the performance of services described under

this Contract, the Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah and with an A.M. Best rating as approved by the State of Utah Division of Risk Management.

22.2 The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract:

- (1) Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.
- (2) Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.
- (3) Any other insurance described in the solicitation for this Contract, if applicable.

22.3 Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

22.4 The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

23. **STANDARD OF CARE:** The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to the State of Utah for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.
24. **STATE REVIEWS, LIMITATIONS:** The right of the State to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the State, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by the State or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the State of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.
25. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If the Legislature does not appropriate funds for paying the State's obligations on this Contract, or if funding to the State is reduced due to an order by the Governor, or is required by State law, or if Federal funding (when applicable) is not provided, the State may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice to Contractor. If this Contract is terminated, or services and purchase obligations are reduced due to nonappropriation of funds or reduction in funding, as described in the preceding sentence, the State will pay Contractor for services properly performed, and will reimburse Contractor for expenses incurred, as authorized under this Contract, through the date of cancellation or reduction, and this payment shall be Contractor's sole remedy, and the State will not be liable for any future commitments, penalties, or liquidated damages.
26. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Contract.
27. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Contractor gives the State express permission to make copies of this Contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

- 28. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.
- 29. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the State.
- 30. DEFAULT AND REMEDIES:**
- 30.1 Any of the following events will constitute cause for the State to declare Contractor in default of this Contract:
- (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this Contract.
- 30.2 Should Contractor be in default under any of the provisions under Subsection 30.1 above, the State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; or (4) Suspend Contractor from receiving future solicitations.
- 31. FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.
- 32. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
- 33. CONFLICT OF TERMS:** In order for any terms and conditions of the Contractor to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Contractor will apply to this Contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the terms and conditions in the Contract, the order of precedence shall be: (1) Attachment A: State of Utah Terms and Conditions; (2) State of Utah Contract Signature Page(s); (3) Additional Terms and Conditions of the State of Utah; (4) Terms and Conditions of the Contractor, if any.
- 34. ENTIRE CONTRACT:** This Contract including all attachments and documents incorporated hereunder, and the related State solicitation documents, if any, constitutes the entire Contract between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.
- 35. DISPUTE RESOLUTION:** In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. The State, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If the State appoints such an expert or panel, State and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

(Revision date: 20 Jan 2012)

Question and Answers for Bid #NO12006 - Crisis Communication Plan & Outreach to Data Breach Victims

OVERALL BID QUESTIONS

Question 1

Can you provide a budget for this project? (Submitted: May 14, 2012 11:11:09 AM MDT)

Answer

- the budget is stated in the RFP and will be 100k to 200k, based on service level required, and determined by the State.

(Answered: May 14, 2012 4:33:36 PM MDT)

Question Deadline: May 16, 2012 11:00:00 AM MDT