

Solicitation W86965

Website Design and Development for UMNH



University of Utah

Bid W86965 Website Design and Development for UMNH

Bid Number	W86965
Bid Title	Website Design and Development for UMNH
Bid Start Date	Jul 1, 2010 1:42:42 PM MDT
Bid End Date	Jul 29, 2010 2:00:00 PM MDT
Question & Answer End Date	Jul 22, 2010 2:00:00 PM MDT
Bid Contact	Mary Louise Hughes Buyer Purchasing 801-581-5729 mlhughes@purchasing.utah.edu
Contract Duration	See Specifications
Contract Renewal	Not Applicable
Prices Good for	Not Applicable
Pre-Bid Conference	Jul 12, 2010 1:00:00 PM MDT Attendance is optional Location: University Guest House & Conference Center Meeting Room A 110 South Fort Douglas Blvd. Salt Lake City, UT 84113 Please note the map to the Conference Center in the documents section. The Pre-bid Conference will be held from 1:00 - 2:00 p.m.
Bid Comments	Please carefully read and consider all attachments in the documents section as you prepare your response.

Item Response Form

Item	W86965-1-01 - Website Design and Development for the Utah Museum of Natural History
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	University of Utah <u>University of Utah</u> 1901 E South Campus Dr Rm 151 Salt Lake City UT 84112 Qty 1

Description

The purpose of this Request for Proposals (RFP) is to solicit proposals to enter into a contract with a qualified supplier to obtain the design and development of a new website at the Utah Museum of Natural History for the University of Utah, hereafter referred to as the "University". The University is examining several alternatives of providing this website design and development and may decide, after reviewing proposals submitted, not to enter into any agreement.

The Utah Museum of Natural History needs a new website platform designed and developed as it moves into its new building, the Rio Tinto Center. The objective of the website is to increase attendance to the Museum and its programs, as well as contain the Trailhead to Utah ®, the interactive way-finding system connecting visitors to varied pathways through the Museum, and the virtual gateway to the state.

The construction of a new Natural History Museum of Utah provides our institution with an unprecedented opportunity to create a rich interface between the public and the Museum's collections, research and educational programming. The Museum's new website should create synergies between the Museum and the public that ultimately deepen and enrich the Museum experience.

The Museum is looking for a supplier with the strategic ability, technical capabilities, creativity and resourcefulness to help the Museum become a leader within its industry in applying technology to advance our mission.

Scope of Work

UMNH desires to retain a qualified Web application development firm to integrate a full-featured, state-of-the-art content management system (CMS) plus capabilities to support an interactive online community portal that enables users to share their experiences and learn from each other. The project scope includes:

- o Project management
- o Site design and development
- o Graphic design
- o Installation, configuration and customization of the system to meet all of UMNH's specified requirements
- o System integration with a social networking platform, to be determined in consultation with UMNH
- o Comprehensive system testing and quality assurance
- o System documentation and training to key UMNH staff

The Museum has secured funding through the Institute for Museums and Library Services (IMLS) of \$50,000 to develop the first phase of a new website, containing the Trailhead to Utah, that will be sufficient to support the opening of the new Museum in Fall 2011. Additional funds will be secured and allocated for future phases of the website program.

The Museum prefers to select a web development firm with whom they can continue to work expand the website according to technology vision. Based upon the outcome of this project, the Museum may extend additional projects within the Website Design and Development.

The Museum is particularly interested in web development firms with experience in working with museums and museum audience engagement projects, but the RFP is not limited to firms with specific museum experience.

Request for Proposal for Website Design and Development for the Utah Museum of Natural History

RFP # W86965

Issued 7/1/10

University of Utah Contact:

Mary Louise Hughes, Buyer
University of Utah Purchasing Dept.
1901 E. South Campus Drive Rm. 151
Salt Lake City, UT 84112-9351
Tel.(801) 581-5729 Fax (801) 581-8609
E-Mail: mlhughes@purchasing.utah.edu

Questions regarding this RFP should be submitted to:

www.bidsync.com, RFP # W86965

In the Question and Answer section

Request for Proposal for Website Design and Development for the Utah Museum of Natural History

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SECTION 1 - PURPOSE OF RFP

- 1.01.1 Purpose of RFP. The purpose of this Request for Proposals (RFP) is to solicit proposals to enter into a contract with a qualified supplier to obtain the design and development of a new website at the Utah Museum of Natural History for the University of Utah, hereafter referred to as the "University". The University is examining several alternatives of providing this website design and development and may decide, after reviewing proposals submitted, not to enter into any agreement.

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The Museum is particularly interested in web development firms with experience in working with museums and museum audience engagement projects, but the RFP is not limited to firms with specific museum experience.

SECTION 2 - GENERAL INFORMATION

- 2.01 Proposal Response Outline. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

Tab A LETTER OF TRANSMITTAL. The letter of transmittal should include an introduction of the supplier's company, the name, address, telephone number and fax number of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP. Any other information not appropriately contained in the proposal itself should also be included in the letter.

Tab B EXECUTIVE SUMMARY. An executive summary will briefly describe the supplier's approach and clearly indicate any options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the supplier.

Tab C DETAILED DISCUSSION. This section should constitute the major portion of the proposal and must contain **a specific response in outline form to each section in this RFP. Outline numbers should correspond, in order, to the section numbers contained in this RFP.** Failure to provide written response to items indicated in this RFP will be interpreted by the University as an *inability* by the supplier to provide the requested product, service or function.

Tab D COST PROPOSAL. The supplier must submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal.

Tab E FINANCIAL REPORTS. The supplier should furnish a current audited financial report for the company's most recent fiscal year.

Tab F Miscellaneous additional information and attachments, if any may be submitted by the supplier.

- 2.02 Administrative Guidance. The information provided herein is intended to assist suppliers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested suppliers 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. Suppliers 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.

- 2.03 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 W86965. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.

- 2.04 **Due Date.** The preferred method of submitting your proposal is electronically through BidSync (www.bidsync.com). Please also submit one (1) original plus six (6) copies of your proposal are due in the University of Utah Purchasing Department (1901 E. South Campus Drive Rm. 151, Salt Lake City, UT 84112-9351) by 2:00 p.m. current Mountain Time on Thursday, July 29, 2010. Proposals received after this deadline will be late and ineligible for consideration. Following the deadline, the names of those responding to the RFP will be made public. All other information will remain confidential, as required by law (please see section 2.14 herein).
- 2.05 **Pre-Proposal Conference.** A pre-proposal conference will be held on Monday, July 12, 2010, 1:00 – 2:00 p.m. at the University Guest House & Conference Center, Meeting Room A, 110 South Fort Douglas Blvd., Salt Lake City, Utah 84113. All suppliers responding to this RFP are encouraged to have at least one representative of their organization in attendance.
- 2.06 **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 (RFP # W86965 at www.bidsync.com). Questions and answers will be consolidated and provided to all suppliers on record as receiving this RFP. All such questions should be received by **Thursday, July 22, 2010.**
- 2.07 **Important Dates.** The following dates are significant for this RFP:
- | | |
|---------------------------|------------------|
| RFP Dated and Issued | Thursday 7/1/10 |
| Pre-Proposal Conference | Monday 7/12/10 |
| RFP Inquiry Questions Due | Tuesday 7/22/10 |
| Proposal Due Date | Thursday 7/29/10 |
- 2.08 **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.
- 2.09 **Evaluation of Proposals.** The University may award a contract based on initial proposals received without discussion of such proposals with suppliers. Accordingly, each initial proposal should be submitted with the most favorable price and service available.
- 2.10 **Oral Presentation.** The University may require an oral presentation by a supplier to supplement their written proposal. These presentations will be scheduled, if required, by the Purchasing Department after proposals are received and prior to the award of the Contract.
- 2.11 **Award of the Contract.** Upon completion of the evaluation process, the University may award the contract (“Contract”) to the supplier whose proposal is determined to be most advantageous to the University. The Purchasing Department is the only agency authorized to award a Contract for the proposed purchases.
- 2.12 **Contract Period and Effective Date.** The anticipated Contract term will be for a period of two (2) years, with an option to renew for additional periods at the University's discretion.

The anticipated effective date of the Contract is September 15, 2010.

- 2.13 News Releases. News releases pertaining to the RFP, any proposal or the Contract will be made only by the University.
- 2.14 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 Supplier 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. 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.
- 2.15 Incurring Costs. The University will not be liable for any cost which suppliers 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.
- 2.16 Addendum to RFP. In the event that it becomes necessary to revise this RFP in whole or in part an addendum will be provided to all suppliers on record as having received this RFP.
- 2.17 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 supplier from other sources (such as employees in the using department) should be confirmed by the supplier 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.
- 2.18 Alternative Proposals. A supplier may submit more than one proposal, each of which must follow the Proposal Response Outline (section 2.01 herein) and satisfy the requirements of this RFP. The supplier'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 supplier must explain the reasons for the alternative(s) and its comparative benefits. Each proposal submitted will be evaluated on its own merits.
- 2.19 Authorized Supplier Representatives.
PROPOSAL: List the name, title, office address, telephone number, fax number and e-mail address (if available) of the person(s) authorized to *represent the supplier regarding the*

proposal(s) submitted in response to this RFP. The University reserves the right to require a change in the individual assigned to represent the supplier 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 supplier, during the term of the Contract.

CONTRACT: Give the name, title, office address, telephone number, fax number and e-mail address (if available) of the person authorized to *sign a Contract, and receive and sign all formal notices and/or addendum* regarding such Contract. Note that all amendments to any Contract must be in writing and signed by both parties.

Include this information within your "Letter of Transmittal", which will be tabbed section "A" of your proposal.

- 2.20 Award of Subcontracts. For each subcontract, if any, which the supplier proposes to award, the supplier shall specify in writing the proposed subcontractor's name and address, and the purpose of each subcontract. Any supplier 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 2.28 of this RFP.
- 2.21 Assignment. Supplier 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 supplier of any of its obligations under this Contract.
- 2.22 Remedies. 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.
- 2.23 Compliance. The supplier 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.
- 2.24 Cancellation. Inadequate delivery, unsatisfactory service or failure to adhere to the Contract covenants may result in cancellation of the Contract. The supplier 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.
- 2.25 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.

- 2.26 Anti-Collusion. The submission of a proposal constitutes agreement that the supplier has not divulged its proposal to, or colluded with, any other offeror or party to a proposal whatsoever.
- 2.27 Indemnification. The supplier 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, judgements, 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 this contract by Supplier, or (b) Supplier's use of University premises, or (c) any act, error, or omission on the part of the Supplier, or its agents, employees, invitees, participants, or subcontractors except where such claims, losses, causes of action, judgements, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the University of Utah, its officers, employees or agents.
- 2.28 Insurance. Supplier shall maintain Commercial General Liability insurance with per occurrence limits of at least \$1,000,000 and general aggregate limits of at least \$2,000,000. Supplier shall also maintain, if applicable to Supplier's operations or performance of this contract, Business Automobile Liability insurance covering Supplier's owned, non-owned, and hired motor vehicles and/or Professional Liability insurance with liability limits of at least \$1,000,000 per occurrence. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the University.

If the coverages described above are not in place at the time a proposal is submitted the supplier should describe in detail what types and levels of coverage *are* in place currently, and clearly indicate the supplier's ability and willingness to obtain the above listed coverages if required by the University. The University of Utah reserves the right to require additional coverage from that presented, at the supplier's expense for the additional coverage.

The Supplier shall maintain all employee related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees or volunteers involved in performing services pursuant to this Contract. Supplier shall also maintain "special form" property insurance at replacement cost applicable to Supplier's property or its equipment and that contains a waiver of subrogation endorsement in favor of the University.

The Supplier's insurance carriers and policy provisions must be acceptable to the University's Risk and Insurance Manager and remain in effect for the duration of the Contract. The University of Utah shall be named as an additional insured on the Commercial General Liability insurance policy by endorsement. Supplier 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.

The Supplier 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: Mary Louise Hughes, 1901 E. South Campus Drive Rm. 151, Salt Lake City, UT 84112). Such certificates shall indicate that the University will be given **thirty (30)** calendar days written notice prior to the cancellation of coverage.

- 2.29 Restrictions. All proposals must clearly set forth any restrictions or provisions deemed necessary by the supplier to effectively service the proposed Contract.
- 2.30 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.
- 2.31 Record Keeping and Audit Rights. Any supplier 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 three (3) 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 three (3) years thereafter.
- 2.32 Management Reports. Upon request the supplier 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.
- 2.33 Further Agreements. In addition to a proposal, the University may from time to time require a supplier 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.
- 2.34 Relationship of the Parties. In assuming and performing the obligations of any Contract, the University and any supplier 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.
- 2.35 Equal Opportunity. No supplier 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.
- 2.36 Taxes – Supplier's Responsibility. Suppliers shall be responsible for and pay all taxes which may be levied or incurred against the supplier in connection with the performance of any services under a Contract, including taxes levied or incurred against supplier's income, inventory, property, sales, or other taxes.
- 2.37 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.

- 2.38 Payment and Performance Evidence. Supplier will provide evidence of financial responsibility, which demonstrates the Supplier's ability to perform the services contemplated by the RFP. Such evidence of financial strength may be in the form a performance bond, letter of credit, financial statements or other form which is reasonably acceptable to the University
- 2.39 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 seller must comply with applicable state and federal HIPAA laws. If you have any questions, please contact the HIPAA Regulatory Office at 801-587-9241.
- 2.40 Debarment Clause. Supplier 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 Supplier cannot certify this statement, attach a written explanation for review by the University. Supplier must notify the Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 2.41 Status Verification System. If a Contract is awarded through this RFP for the physical performance of services within the State of Utah, supplier or supplier'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 Supplier's or Supplier'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-11-103.

SECTION 3 - SPECIFICATIONS

Note: Suppliers must respond to all sections of this RFP, including sections 1 and 2. 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. Refer to section 2.01 for instructions on how to compile your response.

3.01 Provide the following information indicating the experience of the firm:

3.01.1 Overview of the firm’s approach to website design and development.

3.01.2 Number of years in business as a firm.

3.01.3 Client list of experience:

3.01.3.1 For business-to-consumer website development

3.01.3.2 For nonprofit-to-constituent website development

3.01.3.3 For museum website development

3.01.4 Identify the individuals who would be assigned to work on this project.

3.01.4.1 Provide resumes/bios for the assigned individuals

3.01.4.2 Identify proposed assigned roles of the individuals

3.01.5 Explain how the firm works with client in-house marketing, project management and technology staff.

3.02 Provide **three unique examples of work** demonstrating the firm’s experience in website design and development.

For each example, please respond to the following questions:

3.02.1 What was the primary objective of the client in developing this website?

3.02.2 What technical platform, or what technological approach, did your firm utilize in developing this website? Upon which basis was this determined?

3.02.3 How does this website integrate into database(s) including FileMaker, SQL Database, Raiser’s Edge, etc, (if at all).

3.02.4 How have social media tools been integrated into the site?

3.02.5 How is this site optimized for mobile users?

3.02.6 What was the firm’s role in the development of or extension of the client’s brand within the graphic design?

- 3.02.7** How did you prove ADA compliance on this site?
- 3.02.8** What was the firm's involvement in the following? (Indicate staff involved)
- | | |
|-----------------|--|
| 3.02.8.1 | Project scope and design |
| 3.02.8.2 | Programming |
| 3.02.8.3 | Installation, configuration and customization of the website |
| 3.02.8.4 | Deployment and existing content migration |
| 3.02.8.5 | User training, documentation and on-going support |
- 3.02.9** What was the specific website budget to design, develop and deploy? Or, if that information is not available, how does the budget of this site compare to the Museum's initial budget of \$50,000 (comparable, higher, lower, etc.)
- 3.03** Based upon the Museum's initial budget of \$50,000 to develop the first phase of a new website, containing the *Trailhead to Utah*, that will be sufficient to support the opening of the new Museum:
- 3.03.1** How would your firm anticipate allocating the budget?
- 3.03.2** What process is used to determine the cost of various site features?
- 3.03.3** How do you work with clients to prioritize features within specified budgets?
- 3.04** References. Provide at least three (3) references for customers that have used services similar to those required by the University. Include business name, address, phone number and contact person for each reference. The University reserves the right to contact or visit any of the supplier's current and/or past customers to evaluate the level of performance and customer satisfaction.

SECTION 4 - PROPOSAL EVALUATION

4.01 Proposal Evaluation Criteria. The criteria to be used to evaluate proposals, **listed in their relative order of importance**, are as follows:

- A. Experience in creating websites that provide a rich user experience.
- B. Demonstration of strategic direction and creative problem solving in working within defined budgets and timelines.
- C. Experience in designing and developing integrated web interfaces to access content from multiple databases and display within an appealing user interface.
- D. Technology meets the installation, configuration and customization of the system, the specified requirements, and technology platform considerations.
- E. Optimization of websites for mobile viewing and integration of mobile applications.
- F. Integration of social media tools within websites for enhanced user experience and social marketing.
- G. Capabilities in project management in projects of similar scope.
- H. Performance in project testing, documentation and training, and user and technical support
- I. References
- J. Ability to meet all other terms, conditions and specifications in this RFP.

NOTE: In addition to addressing the specific criteria listed, each supplier should provide a detailed response to each requirement in this RFP as indicated in Section 2.01, Proposal Response Outline.

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

In the initial phase of the proposal evaluation process, the evaluation committee will review all proposals timely received. First, nonresponsive proposals (those not conforming to RFP requirements) will be eliminated. Second, the remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgement of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

Each supplier bears sole responsibility for the items included or not included in the response submitted by that supplier. 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 the conclusion of this initial evaluation phase, finalist supplier proposals will be selected for detailed review and evaluation, including oral presentations if required. The University reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing

offers.

Utah Museum of Natural History
RFQ for Website Design and Development

Attachment #1: Project Need and Scope

Need for New Website

The construction of a new Utah Museum of Natural History (UMNH) provides our institution with an unprecedented opportunity to create a rich interface between the public and the Museum's collections, research and educational programming.

The Museum's new Web site should create synergies between the Museum and the Web that ultimately deepen and enrich the UMNH experience. It should serve as a seamless bridge between the physical space and the virtual space, providing visitors with a consistent and cohesive user experience that extends to the exhibitions, programs, curricula, research and digitized collections. The new site should enable visitors to personalize their Museum experience, explore additional resources, access the Museum from anywhere in the world, and join an online community of natural history enthusiasts.

Vision for the New Website

A major goal of the new site is to establish the Museum's brand of showcasing Utah's natural history to the world, engaging our visitors in the work of science, and serving as a partner and guide in individual explorations of science and nature.

The heart of the new site will be the *Trailhead to Utah*. The Trailhead will serve as the orientation point for visitors online as well as in the Museum itself. Visitors will have the ability to choose from a variety of virtual trails, such as "Sustainability", "Energy in the West" and "The Great Utah Road Trip." The trails, developed as part of the exhibit media development, will be simple and easy to use, welcoming visitors who enter the Museum via the Web, at designated Trailhead kiosks in the lobby, and by using personal hand-held devices. As they explore their selected trail, visitors will have the option to "bookmark" objects or exhibit components, learn more about the Museum's collections, and link the information to a personal "My Museum" Web page.

Personal pages will enable visitors to further explore "bookmarked" items; connect to programs related to their interest areas; upload additional trails and photos; and connect with others users in an online community. The Web-based *Trailhead to Utah* will offer the same benefits to visitors who are unable to visit the Museum in person.

Social computing will be essential to providing a personalized online experience for site visitors. The site will encourage user-driven content and foster opportunities for natural history enthusiasts and Museum visitors to share their experiences via blogs, photos, videos and discussion. It should also facilitate the exchange of course curricula and teaching aids among educators, and enable collaboration among like-minded organizations and partners.

The new Museum site will require dynamic content management. Because content management and dissemination is a vital piece of our mission and purpose, it must be possible for non-technical staff to control how content reaches our key constituents. The right CMS will be flexible, scalable and extensible. It should support multichannel

Utah Museum of Natural History
RFQ for Website Design and Development

Attachment #1: Project Need and Scope

delivery of content via mobile wireless devices, email, and print on-demand. The system should support multiple users based on the job function, such as marketing manager, database manager, online store manager and online community moderator.

UMNH must have the ability to demonstrate to existing and prospective partners that its online community can be meaningfully engaged through the dissemination of dynamic content that speaks to them on an individual level. Personalization of content will maximize the Museum's ability to respond to the needs and interests of its diverse constituency, and ultimately drive visitors to other destinations throughout the state of Utah that are of great historical, cultural and scientific significance.

Museum Website Objectives

- Increase attendance to the Museum and its programs
- Create synergies between the Museum and the Web site that deepen and enrich visitors' experience with the institution
- Create community and foster online engagement among Museum enthusiasts, especially kids, parents and educators
- Foster social networking to increase word-of-mouth marketing
- Deliver in-depth access to Museum content relevant to kids, parents, educators and adult learners
- Enable Community Partners to submit events, programs and exhibits via a centralized calendar
- Cultivate membership and engagement within the Museum

Museum Website Target Audiences

- § Adult learners broken into three age groups: young adults and emerging professionals (20 – 35); established professionals (35 – 55), and “empty nesters” and retired professionals (55+)
- § Families with young and school-aged children (2 – 15 years)
- § Educators with groups of school-aged children (7 – 15 years)
- § Other organized groups of adults with children such as home educators, scout leaders, after-school and summer camp programs, etc.
- § Tourists within and outside the state of Utah, as well as state tourism offices, tourist services and related companies

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Attachment #2: Project Scope, System Requirements, Technology Platform and Service Requirements

Scope of Work

The Museum desires to retain a qualified Web application development firm to design, develop and integrate a full-featured, state-of-the-art content management system plus capabilities to support an interactive online community portal that enables users to share their experiences and learn from each other. The project scope will include:

- o Project management
- o Site design and development
- o Graphic design
- o Installation, configuration and customization of the system to meet all of the Museum's specified requirements
- o System integration with a social networking platform, to be determined in consultation with the Museum
- o Comprehensive system testing and quality assurance
- o System documentation and training to key staff

System Requirements

System requirements that have been identified to date are outlined as follows:

- 1) Dynamic Content Management System (CMS) easily usable by non-technical users. The CMS must be able to deliver dynamic content pulled from multiple databases.
 - a) Workflow management for oversight of Web posting, ability to set multiple security levels for access to the CMS and editing functions, preferably including different access levels for different sections of the site.
 - b) WYSIWYG HTML editor with ability to upload multimedia (audio/video) and code snippets (Javascript, Flash, etc.)
 - c) Ability to add keywords and metadata at the page level to support SEO
 - d) Friendly URLs
 - e) Event calendar with ability to search by event, data, subject, etc.
 - f) Robust Web usage analytics
 - g) Email/print/post to social network buttons for all content pages
- 2) Search engine with advanced keyword search options and the ability to find site content based on attributes (eg., content type, geography, subject, etc.; Proposed

Utah Museum of Natural History
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Attachment #2: Project Scope, System Requirements, Technology Platform and Service Requirements

solution could be part of CMS or integration of third-party solution such as a Google appliance.

3) Personalization

- a) Integration of a “My Museum” portal page
- b) Ability for registered users to create and manage a personal profile
- c) Ability to deliver personalized content based on user profiles as well as visitor behavior
- d) Ability to integrate user profile data with UMNH donor/member management software (Phase 2 or later)

4) Social networking

- a) Integration of current social media tools and sites, including Museum blogs
- b) Support of social bookmarking pages using standard sites for sharing links
- c) Ability to add and/or interact with moderated site content, including but not limited to:
 - i) Rating and customizing of internal and external “trails”
 - ii) Posting of stories/interactions/inquiries about museum objects, subjects and geographies
 - iii) Dialogue with curators, educators and visitors with related interests
- d) Email Communications
 - i) Easy registration and confirmation (via email)
 - ii) Integration with CMS or integration of a third-party solution such as Vertical Response or Constant Contact
 - iii) Ability to either import, sync or mail to lists generated by UMNH staff using external databases, such as its donor and member databases
 - iv) Ability to view newsletter metrics such as bouncebacks and click-throughs
 - v) Ability to archive newsletters on the site with the format preserved

5) User Interface Design

- a) Accessibility is a core UMNH value both in terms of the Museum’s physical space and with regard to its Web presence. The new site should minimally adhere to W3C Accessibility Guidelines and should draw upon universal design principles to reinforce this commitment.

Utah Museum of Natural History
RFQ for Website Design and Development

Attachment #2: Project Scope, System Requirements, Technology Platform and Service Requirements

- b) The new UI should reflect the Museum's brand and branding guidelines, which will be completed by another vendor prior to the kick-off of this engagement.
- c) To ensure a seamless user experience, the look-and-feel of the site should reflect and reinforce the branding of the physical space.
- d) Appropriate considerations should be given to cross-browser functionality.

Technology Platform Considerations

- 1) UMNH is seeking to have its next generation site built on a technical platform that meets the following criteria:
 - a) Strong long-term viability in the marketplace
 - b) Large developer base
 - c) Proven ability to support enterprise-class Web applications
 - d) Support channels
 - e) Compatible with current Web standards and tools, such as XML, Web services, AJAX and object-oriented development
- 2) UMNH has a strong preference for open source technologies. Proposed proprietary systems should avoid, where possible, any vendor lock-in, whether related to product deployment or development services. For proposed products, standards-based export capabilities of all content are required.
- 3) Hosting may or may not be provided by the University of Utah.
- 4) Content and content taxonomies will need to be migrated from current CMS platform

Service and Support Considerations

- 1) UMNH is constantly making enhancements to its site. As such it requires a Web vendor that has a well-defined project management process, an ability to be responsive and a strong strategic orientation.
- 2) Clear and proactive communication, project management tools, and project documentation are a must.
- 3) Strategic advice is needed to help UMNH ensure that its site is responsive to the needs of its users and leveraging best practices in information architecture, design and development.

Utah Museum of Natural History Request for Proposal for the Website Design and Development

Attachment #3: Background on the Utah Museum of Natural History

The **mission of the Museum** is to illuminate the natural world and the place of humans within it. The mission stems from two fundamental tenants the Museum holds true:

- (1) Our museum is connected to a region unique for its varied, dynamic and accessible examples of the natural world and the humans living within that natural environment, and
- (2) we have a charter and responsibility to educate the statewide community on all aspects of the natural world, its impact on humans and the impact of humans on nature, particularly as it relates to *this* region and place.

The vision of the Museum:

The interwoven web of nature and culture is our essence; the storied land our bedrock. We are Utah's state museum of natural history. We welcome Utah's students and citizens, and the global community, to explore personal connections to the natural world, to discover the nature of science and to join together to make informed decisions about our future.

The Brand Essence of the Museum:

Place:

- Natural History as magnificently displayed in Utah
- A unique building that integrates into a natural setting, cloaked in copper – a natural, durable, and ever-changing material

Science:

- Real Stuff: natural history collections are the core of our organization
- Real Science: our curators plus an international research community

People:

- We practice inclusive science in our galleries and programs
- We strive to ignite the natural scientist within each of us
- We hope to earn the place as your partner and guide in your personal journey of science, nature and Utah

Communication & Marketing Strategy:

Upon moving into the new building, the institution will refer to itself in communications and marketing as the **Natural History Museum of Utah at the Rio Tinto Center, the University of Utah.**

Utah Museum of Natural History Request for Proposal for the Website Design and Development

Attachment #3: Background on the Utah Museum of Natural History

The Natural History Museum of Utah resides in the intersection of a **natural history museum** and **Utah**. Our job is to position and brand *this* natural history museum in *this* place, which starts at the specific site and extends across the state and beyond its borders. *This* is the natural history museum that sits on the convergence of the Middle Rocky Mountains, the Colorado Plateau, and the Great Basin. No other museum does that!

Our brand is comprised of **Utah, Science, personal exploration of Nature**. Our subject matter and programs are multi-faceted, offering broad audiences a variety of starting points to explore science, natural history, and Utah.

Graphic Standards and Guidelines will be made available to the selected development firm.

Museum Audience Overview:

- Families with young to school-aged children (2 – 10 years old primarily) including niches such as scouting and community youth groups.
- Adult learners looking for intellectual stimulation, enrichment, and social opportunities with other curious adults, including community organizations with affiliation to the natural history topics.
- Educators: traditional classroom teachers, education policy makers, science specialists, home educators, and organized youth programs such as aftercare, summer camp, etc.
- Of all visitors 13% come to the Museum from out of state
- Adult visitors are +50% female and range 22 – 45, primarily Caucasian, have some college or a college degree, with a household income of \$50K or greater, and consider themselves participants in the “active and/or outdoor lifestyle.”

New Building Audience expansion:

- Middle School and Teens, a resource for “ambitious science youth” that provides extended learning beyond the classroom and the internet
- Young Adults – from university students to young professionals (18 – 29 y.o.)
- Underserved MSA populations – based upon both ethnicity and economics
- Increased tourism, from 13% of 78,000 to 25% of 200,000 visitors, through out-of-state partnerships and promotions, tour group programs, and rentals.
- Working Professionals and Business and community leaders (25 – 55) through alternative programming, enhanced adult programming, rentals and partnerships

New Building Timeline

The Museum’s building fundraising goal is \$103,000,000. To date \$90,500,000 has been raised from public and private sources.

Utah Museum of Natural History Request for Proposal for the Website Design and Development

Attachment #3: Background on the Utah Museum of Natural History

A design for the new building was revealed in May 2008, along with the announcement of a “naming gift” from Rio Tinto and Kennecott Utah Copper. The terms of this gift state that the new building that will house the Utah Museum of Natural History will be called the Rio Tinto Center.

Groundbreaking for the new Museum took place on July 29, 2008. Construction began in August 2008. The new Museum building is anticipated to be completed and “dust free” for move-in by early 2011, however, exhibit fabrication will still be in process. The current Museum building will close its galleries to the public in January 2011. Anticipated grand opening of the new Rio Tinto Center is Fall 2011.

Anticipated Building & Project Deadlines

Winter 2011: Close the current Museum building to the public, maintaining the existing website.

Spring 2011: Launch of the public fundraising campaign in order to build broad public awareness and raise \$1,000,000 in small dollar-amount campaign gifts. Generate charter memberships for the new Building. Secure private rental bookings.

An interim website reflecting the new NHMU brand identity and supporting the public fundraising campaign will be required at this time.

Website integration with internal Trails, developed by exhibit media supplier, and with physical Trailhead/Museum kiosks anticipated between May – September 2011.

Fall 2011: Soft opening activities in mid-Fall. Roll out initial marketing campaign to drive opening attendance. Grand Opening anticipated November 2011.

Phase I of the NHMU website including the *Trailhead to Utah* will be required at the time of opening.

Utah Museum of Natural History Request for Proposal for the Website Design and Development

Attachment #4: UMNH Historical Profile

Since 1969, the Utah Museum of Natural History (UMNH) has served audiences both at its facility on the University of Utah's Presidents Circle and throughout the State of Utah. UMNH has an annual operation budget of \$3.5 million and touches over 280,000 people each year.

The Museum is housed in the University's original library, and elegant and historic building, but not one ever intended to meet the complex needs of a contemporary natural history museum that engages the community not only in natural history, but also in current science and in issues surrounding sustainable development for the future.

The earliest conversations about a new Museum facility arose from the recognition that, as Utah's state and federal repository, there is a critical need for the Museum to better protect the collections objects it holds in trust. In initial studies, it became clear that a new Museum facility also provides an opportunity to meet other important needs within our changing region. Based upon this need, the new facility will:

- Provide educational space to meet the rapidly growing demand for science education
- Be attractive to students and researchers from around the world
- Highlight the natural wonders of Utah to residents and visitors through spectacular and provocative exhibitions
- Serve as a Trailhead to Utah, extending the Museum experience beyond the building and providing a deeper understanding of Utah's natural history

The new home of the Utah Museum of Natural History, the Rio Tinto Center, will be 153,000 gsf, almost double the size of the current facility. Galleries will have a visual connection to the collections. Several will have immediate access to the outside, some through unsurpassed views, other providing direct access to nature where the ideas learned inside may be put to immediate use.

In addition to embedded classrooms, a variety of spaces for demonstrations, hands-on learning, performance and convocation will be included. Parking capacity will grow from the current 12 spaces to nearly 140. UMNH research indicates that onsite attendance will grow from 78,000 currently to 200,000 in the first year, dropping to 180,000 in the second year then growing steadily thereafter.

Site – The University of Utah has provided 14 acres of prime commercial property located in Research Park to be the site for the new Museum facility. The land is valued at approximately \$7,000,000. It will accommodate the facility, parking, outdoor interpretive space, as well as interactions with the Bonneville Shoreline Trail community. Location of

Utah Museum of Natural History Request for Proposal for the Website Design and Development

Attachment #4: UMNH Historical Profile

the Museum within Research Park increases the connection between the integrated natural science conducted by Museum researchers and the deduction-based science conducted in the University's Health Sciences.

The placement of the new Museum facility, at the edge of built and wild environments, provides Utah with the opportunity to build a natural history museum like no other. The spectacular vistas of mountains and lakes, the broad collections with their profound significance to future generations, the immediate access to both urban and wilderness experiences – all are key considerations in the planning for the new Museum building.

UMNH programs encompass:

Collections – the Museum holds in trust over 1.2 million artifacts and objects for the people of Utah and the United States. These objects cover all aspects of natural history including paleontology, archeology and ethnography, geology, biology, botany, entomology and malacology. The majority of these objects come from Utah. State and federal mandates instruct UMNH to protect, conserve and, in some cases, restore these objects. In addition to being a repository for such objects, UMNH is able to also use them as the basis for teaching, conducting scientific research and creating interpretive exhibits.

Scientific Research – UMNH employs four full-time curators responsible for the collections of paleontology, archaeology, vertebrate biology and botany. These curators actively conduct their own research within their fields, much of which is conducted within Utah, as well as oversee graduate students and facilitate the collections use in the research of other scientists throughout the world. Because UMNH is a part of the University of Utah, we have access to academic and scientific resources that enrich the Museum's offerings. Conversely, we serve as a bridge between the University and the community, providing a forum for public education for new scientific concepts. This is best exemplified in the Museum's Natural History Now initiative, a series of programs that engage audiences in current scientific research using gallery activities, exhibit stanchions, live theatre performances, and web content. This program brings scientists in direct contact with the public, having the effect of "humanizing" science and illustrating that, when utilizing our observation and critical thinking skills, we are all scientists at one level or another.

Exhibits - Exhibitions are a primary means of interpreting the natural history of Utah. Exhibits for the new Utah Museum of Natural History are being developed by Ralph Appelbaum Associates. The visit to the new Museum building will begin in *the Canyon*, a large open space that offers remarkable views across Utah landscape to the north, south, and west of the Museum, and cuts into the hill to the east, creating a slot-canyon-like experience. *The Canyon* will include two primary features: *The Collections Wall*, a four-story glass

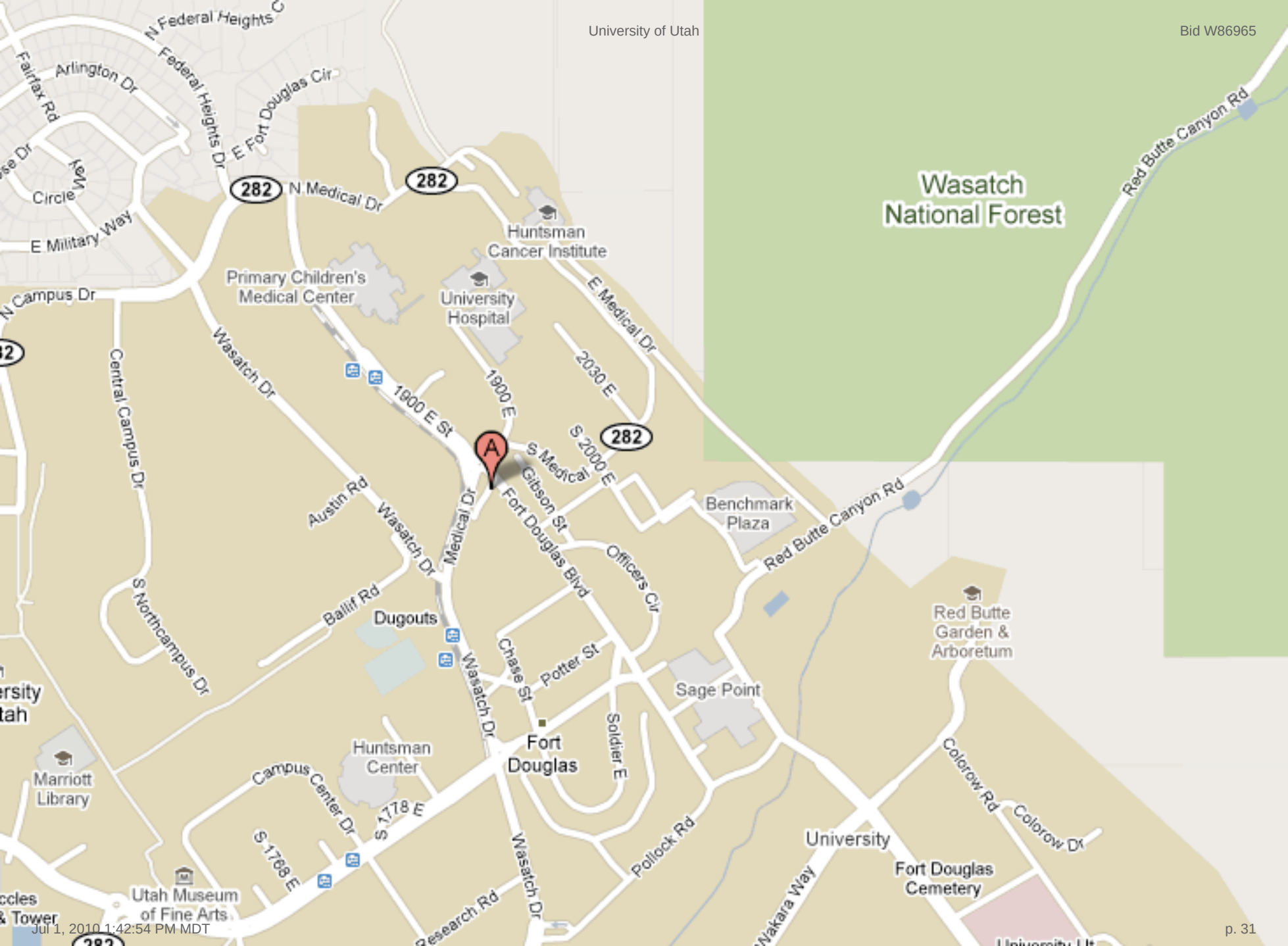
**Utah Museum of Natural History
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Attachment #4: UMNH Historical Profile

collections cabinet that will hold objects representative of the expanse of the Museum's collection, and *The Trailhead to Utah*, an interactive way-finding system that allows visitors to personalize their Museum experience and extend it to their lives of exploration across the state.

From *the Canyon*, visitors will visit eight themed galleries that include: *Sky*, *Native Voices*, *Life*, *The Land*, *Great Salt Lake*, *First Peoples*, *Past Worlds*, and *Utah Futures*. A children's gallery, called *Our Backyard*, will engage preschool children and their families. A 7,500 square-foot temporary exhibits gallery will offer traveling and UMNH-developed exhibits.

Education – A critical element of UMNH is the educational programs that are offered both within the Museum itself and in partnership with the statewide school systems. Since 1970, UMNH has provided high-demand programming for Utah schools that directly supports the Utah science core curriculum. Within the past decade, in recognition of the geographic and economic realities of Utah, UMNH has expanded programming throughout the state, fully realizing our role as the statewide Museum by reaching the whole state, not only the metropolitan area of the Wasatch Front. These rapidly growing programs include: *Museum on the Move*, *Teacher Toolboxes*, and *Scientist in the Classroom*, in which Museum and University scientists travel to classrooms to discuss their research, conduct hands-on activities and talk about their careers. Through these programs, UMNH is in every school district each year, and in *every school* at least every other year.



UNIVERSITY OF UTAH
Terms and Conditions of Purchase

APPENDIX B
Section 1

The Board of Trustees of the University of Utah hereinafter called "U of U" has entered into a contract with the United States of America hereinafter called "Government." This order is entered into in furtherance of the performance of the work provided for in said contract.

1. **ACCEPTANCE.** The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of services covered by this order, shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made part of the order only to the extent of specifying the nature of the materials, supplies or services ordered, the price thereof and delivery date, and then only to the extent that such terms are consistent with the terms and conditions of this order.

2. **WAIVER.** The failure of U of U to enforce at any time any of the provisions of this contract, or exercise any option herein provided, or to require at any time performance by the seller of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of U of U thereafter to enforce each and every provision.

3. **WARRANTIES.** Seller warrants the articles delivered hereunder to be free from defects in labor, material and manufacture, and to be in compliance with any drawings or specifications incorporated or referenced herein and with any samples furnished by the Seller. All warranties shall run to U of U, its successors and assigns.

Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to U of U by any other Article of this order.

4. **DISCOUNT DATE.** The date for calculation of any cash discount offered by the Seller and provided for on the face of this order is (i) the date material is received, (ii) the date material is scheduled to be received under the order or (iii) the date an acceptable invoice is received, whichever is later. Where such date falls within the first 15 days of any month, discount will be taken when payment is made by the 25th of said month. Where such date falls after, discount will be taken when payment is made by the 10th of the following month. If these terms are in conflict with terms on the invoice and a longer term is granted on the invoice, the invoice terms will apply.

5. **INSPECTION.** All work performed and all deliverable items are subject to inspection and acceptance at destination notwithstanding any payments or inspection at source. Final inspection and acceptance shall be conclusive except as to latent defects, fraud, such gross mistakes as amount to fraud, and the Seller's warranty obligations. Supplies to be furnished hereunder shall be subject to inspection by U of U and/or government inspectors upon the premises of the Seller. Seller, without additional cost, shall provide all reasonable facilities and assistance for the safety and convenience of such inspectors. At the time of inspections, Seller shall make available to the inspectors copies of all drawings, specifications and process, preservation and packaging data applicable to the articles ordered herein.

6. **ASSIGNMENT.** This order is assignable by U of U. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of U of U. In event such consent is given, it shall not relieve Seller from any of the obligations of this order and any transferee or subcontractor shall be considered the agent of the Seller and, as between the parties hereto, Seller shall be and remain liable as if no such transfer or subletting had been made.

7. **CHANGES.** U of U may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of U of U. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless U of U waives this condition. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

8. **SHIPPING AND INSTRUCTION.** Shipments must be made as specified on the face of the order unless subsequently modified in writing by U of U. If shipment does not exceed 20 pounds gross weight, or \$100.00 in value, ship Parcel Post uninsured. Shipments in excess of \$100.00 should be insured to supplement carriers maximum responsibility. Originals of all government bills of lading, air bills, and rail and air express receipts shall be mailed to the U of U Receiving Department. Do not ship C.O.D. for goods or freight charges without U of U advance approval.

9. **LABOR DISPUTES.** Seller shall give prompt notice to U of U of any actual or potential labor dispute which delays or may delay timely performance of this order.

10. **TERMINATION FOR CONVENIENCE AND CAUSE.**

- i. U of U may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part at any time. U of U shall pay Seller as full compensation for performance until such termination: (a) the unit or pro rata order price for the delivered and accepted portion; and (b) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by U of U, with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price.
- ii. U of U may by written notice terminate this order for Seller's default, in whole or part, at any time, if seller refuses or fails to comply with the

- provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the materials or supplies or perform the services within the time specified or any written extension thereof. In such event, U of U may purchase of otherwise secure materials, supplies or services and, except as otherwise provided herein, Seller shall be liable to U of U for any excess costs occasioned of U of U thereby. If, after notice of termination for default, U of U determines that the Seller was not in default or that failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or the public enemy, acts of U of U, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of U of U, unless U of U shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.
- iii. If U of U determines that Seller has been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, U of U may extend the time for completion of work called for by this order, when promptly applied for in writing by Seller, and if such delay is due to failure of U of U, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of U of U to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.
 - iv. The rights and remedies of U of U provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
 - v. As used in this Article, the word "Seller" includes Seller and his sub-suppliers at any tier.

11. **TITLE.** Title to the material and supplies purchased hereunder shall pass directly from Seller to U of U or Government at the f.o.b. point shown, subject to the right of the U of U to reject upon inspection.

12. **PAYMENT, EXTRA CHARGES, DRAFTS.** Seller shall be paid upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. U of U will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by transportation receipts, or facsimile, if transportation is payable and charged as a separate item.

13. **PATENT INDEMNITY.** Seller shall indemnify U of U and Government and its officers, agents, and employees against liability, including costs, for infringement of Letter patent (except Letters Patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of Government) resulting from Seller's furnishing or supplying standard parts or components or utilizing its normal practices or methods in the performance of this order to any parts, components, practices, or methods as to which Seller has secured indemnification from liability. The foregoing indemnity shall not apply unless Seller shall have been informed as soon as practicable by U of U or Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to participate in the defense thereof and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

Seller shall pay all royalty and license fees relating to the items covered hereby. In the event any third party shall claim that the manufacture, use and sale of these goods covered hereby, infringement of any copyright, trademark or patent, the Seller shall indemnify U of U and hold U of U harmless from any cost, expenses, damage or loss incurred in any manner by U of U on account of any such alleged infringement.

14. **DECLARED VALUATION OF SHIPMENTS.** Except as otherwise provided on the face of this order, all shipments by Seller under this order for U of U account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

15. **ASSIGNMENT.** This order is assignable by U of U. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of U of U Purchasing Agent.

16. **LIABILITY FOR U of U FURNISHED PROPERTY.** Seller assumes complete liability for any tooling, articles or material furnished by U of U to Seller in connection with this order and Seller agrees to pay for all such tooling, articles or material spoiled by it or not otherwise accounted for to U of U's satisfaction. The furnishing to Seller of any tooling articles, or material in connection with this order shall not, unless otherwise expressly provided, be construed to vest title thereto to Seller.

17. **AFFIRMATIVE ACTION.** Unless exempted by rules, regulations or orders of the Secretary of Labor, during the performance of each contract with the U of U, the contractor agrees as follows:

- i. The contractor will not discriminate in violation of law against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, veteran of the Vietnam era, or disabled veteran status. The contractor will take appropriate action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, religion, sex, national origin, age, handicap, veteran of the Vietnam era, or disabled veteran status.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, veteran of the Vietnam era, or disabled veteran status.
- iii. The contractor has filed all equal employment opportunity reports (EEO -6) forms as required by the Civil Rights Act of 1964.
- iv. The contractor will comply with all applicable provisions, rules, regulations, and relevant orders of the Secretary of Labor pursuant to relevant orders and acts.
- v. Contractor will furnish all information reports required by applicable executive orders or acts, and by the rules, regulations, and applicable orders of the Secretary of Labor, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. The contractor has, if required by law, a written compliance program.
- vii. The contractor agrees to post in conspicuous places, available to employees and applicants, required notices relating to the employer's obligation to take affirmative action, and to employ and advance in employment without regard to race, color, religion, sex, national origin, age, handicap, veteran of the Vietnam era, or disabled veteran status, and their rights.
- viii. Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting office, advising a labor union or workers' representative of the contractor's affirmative action and nondiscrimination commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- ix. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized and such other sanctions may be imposed and remedies invoked as provided in executive orders, or acts, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- x. The contractor agrees that employment openings of the contractor, including those not generated by this contract, shall be listed at an appropriate local office of the state employment service system wherein the opening occurs. The contractor further agrees to revise such reports to such local office regarding employment openings and hires as may be required.
- xi. Nothing herein is intended to relieve the contractor from any requirements in applicable laws, executive orders or regulations regarding non-discrimination in employment.
- xii. The contractor hereby certifies that it does not or will not maintain segregated facilities nor permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, sex, national origin, age handicap, veteran of the Vietnam era, or disabled veteran status.

18. INDEMNIFICATION AND INSURANCE. In the event the Seller, its employees, agents, or subcontractors, enter premises occupied by or under the control of the Buyer in the performance of this order, the Seller agrees that it will be responsible to, and indemnify and hold harmless, the Buyer, its trustees, officers, employees, from any loss, cost damage, expense, or liability by reason of property damages or personal injury of whatsoever kind or character, arising out of, as a result of, or in connection with such performance occasioned by the negligence or other fault, by act or omission, of the Seller, its agents, employees, or subcontractors; and the Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above, and will maintain worker's compensation coverage (either by insurance or, if qualified pursuant to law, through a self-insurance program) covering all employees performing this order on premises occupied by or under the control of the Buyer.

19. KICKBACK PROHIBITIONS. Seller represents that they have not provided, attempted to provide, or offered any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, directly or indirectly, to any employee or agent of the U of U for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of any procurement contract. Seller further represents that they have not been solicited, accepted, or attempted to accept any kickback from any employee or agent of the U of U. Incidents of kickback may be reported in writing to the Department of Internal Audit, 407 Park Building, University of Utah, Salt Lake City, Utah 84112 or by calling 1-801-581-5997.

20 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 Seller must comply with applicable state and federal HIPAA laws. If you have any questions, please contact the HIPAA Regulatory Office at (801) 587-9241.

21. OTHER APPLICABLE LAWS. Any provision required to be included in a contract of this type of any applicable and valid federal, state or local statutes, act, executive order, law, ordinance, rule or regulation will be deemed to be incorporated herein including examination of records by the Comptroller General.

Government Subcontract Provisions

Section 2

If this order is a subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of this Section 2 and any other provisions of this order the terms and conditions of this Section 2 shall prevail. The term "FAR" means Federal Acquisition Regulations, including revisions in effect on the date of this order. The terms "Contractor," "Government," and "Contracting Officer," as used in the clauses incorporated by this reference, shall be deemed to refer to the "Seller." "Buyer" and "University of Utah" (U of U) respectively except for clauses FAR 52.215-1, 52.215-2, 52.227-12, and 52.227-1 where "Government" means "United States Government." Any reference to a "Disputes" clause in any of the clauses listed below shall be deemed to refer to the "Disputes" clause contained in the Prime Contract. In no event shall any such reference to a "Disputes" clause be construed to allow the Seller, without the concurrence or approval of the U of U to prosecute an appeal either directly or in the name of the U of U, to the Contracting Officer of such Prime Contract.

The following provisions apply regardless of the amount of this order:

1. Equal Opportunity - FAR 52.222-26
2. Anti-kickback Procedures - FAR 52.203-7
3. Integrity of Unit Prices - FAR 52.215-14
4. Preference for U.S. Flag Air Carriers - FAR 52.247-63
5. Restrictions on Subcontract or Sales - FAR 52.203-6
6. Certification and Disclosure Regarding Payments to Influence Certain federal Transactions - FAR 52.203-11
7. Limitation of Payments to Influence Certain Federal Transactions - FAR 52.203-12

The following provisions apply if the amount of this order exceeds \$10,000:

1. Affirmative Action for Handicapped Workers - FAR 52.222-36

The following provisions apply if the amount of this order exceeds \$25,000:

1. Audit - Negotiation - FAR 52.215 - 2
2. Affirmative Action for Vietnam Era Veterans - FAR 52.222 35
3. Examination of Records - FAR 52.215 - 2(e)
4. Certification of Nonsegregated Facilities - FAR 52.222 - 21
5. Utilization of Small Business Concerns and: Small Disadvantaged, Women-Owned, Veteran-Owned, Service Disabled Veteran-Owned, HUBZone, - FAR 52.219-8
6. Employment Reports on Vietnam Era Veterans and FAR 52.222 - 37

The following provisions apply if the amount of this order exceeds \$25,000:

1. Notice and Assistance Regarding Patent & Copyright Infringement - FAR 52.227 - 2
2. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters - FAR 52.209 - 5
3. Authorization and Consent - FAR 52.227.1
4. Use of U.S. Flag Commercial Vessels - FAR 52.247 - 64

The following provisions apply if the amount of this order exceeds \$100,000:

1. Subcontractor Cost and Pricing Data - FAR 52.215 - 12 (or FAR 52.215 - 25 for cost/price modifications)
2. Limitation on Payments to Influence Certain Federal Transactions - FAR 52.203 - 12

The following provisions apply if the amount of this order exceeds \$500,000:

1. Small Business Subcontracting Plan - FAR 52.219 - 9

The following provisions apply if the order involves design, development, or research:

1. Rights in Technical Data and Computer Software - DOD FAR Supp. 252 - 227 - 7013
2. Restrictive Marketing on Technical Data - DOD FAR supp. 252.227 - 7018
3. Patent rights (short form) FAR 52.227 - 11 or patent rights (long form) FAR 52.227 - 12 or in the case of an order under a NASA prime contract use NASA new technology clause or in the case of an order under a DOE prime contract use DOE PR9 - 9 107 - s(a) long form.
4. Acknowledgement of Sponsorship under DOD Prime Contract:

The Contractor agrees that in the release of information relating to this contract such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the agency set forth in the schedule of this contract, and that the content of the information does not necessarily reflect the position or the policy of the government and no official endorsement should be inferred. For the purpose of this clause, "information" includes but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc. Nothing in the foregoing shall effect compliance with the requirements of the clause of this contract entitled "Military Security Requirements." The contractor further agrees to include this provision in any subcontract awarded as a result of this contract.

Publication of results under DOE Prime Contracts:

Research results obtained under this contract shall be made available to all through normal and accepted channels without restriction except that no Restricted Data as defined in the Atomic Energy Act of 1954, as amended, or other classified information shall be disclosed to unauthorized persons. Published results shall indicate that the research was supported by the Commission. A copy of each article submitted by the Contractor for publication shall be promptly sent to the Commission. The Contractor shall also inform the Commission when the article is published and furnish six copies of the article as finally published. It is recognized that during the course of the work hereunder or subsequent thereto, the Contractor, its employees, or its subcontractors, may from time to time, desire to publish, within the limit of security requirements, information regarding technical or scientific developments arising in the course of the contract. In order the public disclosure of such information will not adversely affect the patent interest of the Commission, such information shall be withheld from public disclosure if it discloses an invention, or discovery; such invention or discovery shall be promptly reported to the Commission for patent review and possible filing of a patent application, and such information shall thereafter be withheld from public disclosure for a period of four months unless written authorization provides for earlier release.

The following provisions apply under Other Specific Conditions:

1. Filing Patent Applications - FAR 52.227 - 10
2. Patent Rights - Retention by Contractor - (Short Form) FAR 52.227 - 11/or
3. Patent Rights - Retention by Contractor - (Long Form) FAR 52.227 - 12/or
4. Patent Rights - Retention by U of U - FAR 52.227 - 13
5. Military Security Requirements - FAR 52.204 - 2

6. Notice of Government Labor Disputes - FAR 52.222 - 1
7. Service Contract Act of 1965, as Amended - FAR 52.222 - 41
8. Contract Hours and Safety Standards - FAR 52.222 - 4

The following provision applies if the contract involves hazardous materials:

1. Hazardous material identification and Material Safety Data - FAR 52.223 - 3

The following provisions apply to construction contracts:

1. Davis - Bacon Act - FAR 52.222.32
2. Contract Termination - Debarment - FAR 52.222 - 12
3. Apprentices and Trainees - FAR 52.222 - 9
4. Payrolls and Basic Records - FAR 53.222 - 8
5. Compliance with Copeland Act Requirements - FAR 52.222 - 10
6. Withholding of Funds - FAR 52.222 - 7
7. Subcontracts (Labor Standards) - FAR 52.222 - 11
8. Disputes Concerning Labor Standards - FAR 52.222 - 14
9. Compliance with Davis - Bacon and Related Act Regulations - FAR 52.222 - 13
10. Certification of Eligibility - FAR 52.222 - 15

Question and Answers for Bid #W86965 - Website Design and Development for UMNH

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jul 22, 2010 2:00:00 PM MDT