

Solicitation PR11097

Tourism Website Development

State of Utah



State of Utah

Bid PR11097

Tourism Website Development

Bid Number **PR11097**
Bid Title **Tourism Website Development**

Bid Start Date **Mar 15, 2011 2:52:57 PM MDT**
Bid End Date **Apr 6, 2011 2:00:00 PM MDT**
Question & Answer End Date **Mar 23, 2011 2:00:00 PM MDT**

Bid Contact **Pamela B Rugg**
Purchasing Agent
State of Utah
prugg@utah.gov

Contract Duration **1 year**
Contract Renewal **4 annual renewals**
Prices Good for **90 days**

Bid Comments **All questions must be submitted thru BidSync. Answers will be posted in BidSync.**

Item Response Form

Item **PR11097--01 - PR11097 Tourism Website Development**
Quantity **1 job**
Unit Price
Delivery Location **State of Utah**
No Location Specified

Qty 1

Description

All questions must be submitted thru BidSync. Answers will be posted in BidSync.



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)

State of Utah
Division of Purchasing



Request for Proposal

REQUEST FOR PROPOSAL
Tourism Website Development
Solicitation # PR11097

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Utah Office of Tourism (UOT) is seeking the professional services of a firm as a collaborative partner to redesign and restructure its consumer and industry website, databases and programs. The website must provide the most optimal web-based travel information and supporting infrastructure that will be dynamic, scalable, measurable, upgradable, etc.

The consumer web site is the primary lure piece and marketing tool used to entice potential visitors to make Utah a travel destination. It is the intent to include a web-based trip planning and travel information system and supporting infrastructure that will be dynamic and scalable. The Vendor is expected to have a thorough knowledge of the Travel and Tourism industry, and be innovative and knowledgeable of today's cutting edge technologies and web-based data management, content management systems, social media, and other relevant software application utilities for the tourism industry. Eventual maintenance of the new website will be the responsibility of UOT and Utah Division of Technology Services (DTS).

This RFP is designed to provide interested providers 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. Providers are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement. Based on submissions, it is understood that this RFP will be awarded to a single Vendor.

BACKGROUND

The Utah Office of Tourism is the state agency responsible for branding and marketing Utah to a variety of audiences including potential tourists and visitors, the travel trade industry, and where appropriate to business, film, media, and cultural development opportunities. Our current website, www.utah.travel (visitutah.com) is a vital part of that effort.

Communicating our various natural venues, vacation options, cultural and heritage attractions, and overall destination quality are central to our mission. The UOT promotes the advantages of visiting Utah and needs to have a website which effectively motivates visitation to the state – and generates travel and expenditures.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing (Purchasing) is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Utah Office of Tourism. The reference number for the transaction is Solicitation # PR11097. 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 are due no later than Wednesday, April 6, 2011, 2:00pm (MDT). 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 10 identical copies of your proposal must be received at the:

State of Utah Division of Purchasing
Attn: Pam Rugg
3150 State Office Building, Capitol Hill
P.O. 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 (1) year.

The contract may be extended beyond the original contract period for four (4) additional years at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 90 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 and DTS standard terms and conditions.

QUESTIONS

All questions must be submitted through BIDSYNC (formerly RFP Depot.) Answers will be given via the BIDSYNC site. All must be submitted thru BidSync before Wednesday, March 23rd at 2:00 pm (MDT)

DISCUSSIONS WITH VENDORS (ORAL PRESENTATION)

An oral presentation by a Vendor 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 Vendor. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Vendor's expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, 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 63-2-308 (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 63-2-308;

* * * * *

(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 Vendor 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 63-2-308(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

may not be protected under a Claim of Business Confidentiality. 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, State Purchasing asks the Vendor to clearly identify in the Executive Summary and in the body of the proposal any specific information for which a Vendor 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.

BUSINESS REQUIREMENTS

The Vendor is expected to have extensive tourism industry expertise and experience in the delivery and execution of Websites having the following features and infrastructure related to WEB-based sites and database management.

- Proven experience working in the Travel and Tourism Industry
- Highly interactive Travel and Tourism focused database and user interface
- Information and lead tracking by destination
- Connectivity to travel partners for sharing information and co-branding
- User interface and CMS must be flexible enough to include capabilities existing in current website at www.utah.travel.
- Configuration of "Off the Shelf" capabilities utilizing UOT branding to achieve UOT requirements and should be functional within 90 days of contract signing
- Advanced sorting such as most popular, most recent, date range, regional
- Numerous articles, related content, and editorial content, changeable by UOT staff through content management system.
- E-newsletter functionality: signups & unsubscribe.
- User generated content module which allows users to post their experiences including photos, video, and lists of their favorite Utah places. Lists are searchable and categorized. Admin system allows administrators to review and publish lists, categorize lists.
- Mapping: provide Mapping functionality for search results and on individual listings to mark the location of listings within the map

- 1) Geo-coding
 - 2) Nearby mapping
 - 3) Trip/Itinerary planner (print, email, etc.)
 - 4) Route planning / driving directions
 - 5) Points of interest
 - 6) Themed maps (wineries, festivals, scenic drives, experiences, etc.)
 - 7) Weather (ability to change with the seasons)
 - 8) Use existing API's such as Google, Bing, and MapQuest
- Ability to interface with RUF Strategic Solutions on inquiry data collection page. Will provide necessary standard interface information upon selection of Vendor.
 - Request and/or download publications and must coordinate efforts with RUF Strategic Solutions, the UOT's inquiry database manager
 - Solution must be compatible with any mobile device, enabling potential guests to access functionality of the site from any where, at any time
 - Ability to display text in multiple foreign languages
 - French
 - German
 - Spanish
 - UK
 - Italian
 - Chinese
 - Japanese
 - Brazilian Portuguese
 - Korean
 - Photos, photo library, and video uploads – photo library program where consumer can select images/videos to download which generates a registration form that UOT can approve or deny, and generate e-postcards. See visitparkcity.com photo library for examples
 - Event calendar with ability to search by date, event, cost, etc. with subscribe and unsubscribe functionality
 - Social networking plug-ins (e.g. Flickr, YouTube, Facebook, etc.). Expandable to include future changes and growth
 - Shopping cart experience and capabilities.
 - Develop a Day Trip Idea microsite or section to include variable day trips including trip mapping. Visit www.visitpa.com for example
 - Prior experience in working with Ad Agencies is preferable

DETAILED SCOPE OF WORK

The vendor is expected to have extensive tourism industry expertise and experience in the delivery and execution of Websites having the following features and infrastructure related to WEB-based Websites and database management.

- Preference will go to an application that is “off the shelf”, but is configurable to Utah specific requirements and branding. The solution must meet identified business requirements above.
- Provide a new single database, which will contain all current UOT website data along with flexibility to contain additional data fields in various formats such as property listings, events, partner listings, etc. Will utilize a relational database platform and include the capability of migration to any future version that may be developed
- Event and activity calendar with ability to search by date, event, cost, etc. with subscribe and unsubscribe functionality
- Joomla is the current State standard for CMS. If your platform does not utilize Joomla, please explain your platform and what is required to support the environment
- Incorporate multi-functional web-based applications for a wide range of UOT business functions
- Provide a role-based content management system (CMS) to allow a variety of users to modify data, website content, perform maintenance and reporting. Users would include UOT staff in various locations, and external tourism industry customers
- Provide a high-quality consumer travel information website with a flexible web-based content-management system
- Will schedule and implement regular planning and reporting sessions with UOT and DTS
- Provide support and a maintenance plan for this database, its applications and the website
- Recommendations on how best to incorporate and reinforce the Utah Brand and generate a visually appealing and highly functional tourism visitation website

While the vendor may subcontract portions of the work, preference will be given to a vendor that is capable of handling the website in its entirety. All subcontractors require advance approval of UOT. The vendor will be directly responsible to UOT for completion of all work, including any work that is subcontracted.

This request for proposals does not obligate the state to award a contract or complete the project, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest.

This contract may or may not also include hosting. Please specify whether this would be included in your proposal.

Filtering and Search Functionality

Vendor will provide the database and web-based Website with robust filtering and search capabilities allowing maximum flexibility for the user.

- Location based – geographic, address, city, town, county
- Radius search capability with point of interest display and filters
- Calendar of events with search capabilities by event or date
- Related content such as latest headlines, related articles, related listings, others also viewed, etc.
- Search by activity (hiking, biking, etc.)

Content Management System (CMS)

- Web-based intuitive and simple to learn interface
- Ability to quickly and easily post, delete and edit web pages on the site, and integrate those pages into any/multiple level(s) within site navigation menu
- Multi-level and overlapping categorization of articles/pages/content within site, apart from main navigation/pages; e.g. winter/skiing/outdoors or summer/boating/outdoors
- Granular role/user management tools, where groups and individual users can be given rights to view, create, edit, and/or publish content in some or all sections of the site (Partner Portal Log-in)
- Security access to comply with the State of Utah standards
- Ability to fully preview changes in site context before publishing
- Ability to password-protect individual pages, articles or sections
- SEO-friendly, editable URLs for all pages, articles and sections within site
- Support and assistance from CMS Vendor
- Fast performance. Navigating, searching, editing and publishing content should take a few seconds or less for any action.
- Full support of RSS and XML feeds for all pages/sections with multiple items, e.g., all types of search results, article categories, etc. The RSS should be simple and standards-compliant for consumer user; the XML should be full and structured to allow us to work with other websites we give permission to republish our content.

- Other capabilities that may be determined as necessary

Other Capabilities

- Browser Capability – The website must function on the current popular web browser applications such as IE, Mozilla, Safari, Google Chrome, etc.
- Database (for website, mobile site, site search function, partner listings, events)
- Other capabilities that may be determined as necessary

General Project Outline

- Vendor will lead the conceptualization process with the state to identify what features to develop and how those features should function, including database structure and integration issues. Vendor will develop and present recommendations and options to state for feedback and decisions
- Develop a detailed project plan, with timelines and milestones
- Implement and manage an open-issues tracking system
- Develop a plan for website hosting (hosting may be included in the proposal, or may include recommendations for UOT to hire a separate vendor). Preferred method is to host site on state servers
- Develop a plan for on-going detailed support and a maintenance plan
- Database modifications/development
- Training plan and development of instructional materials
- Compile and provide complete documentation of database, applications, relevant files & procedures
- Migration of current data from existing databases

Technical Specifications

Application Infrastructure Requirements and Options **Software Architecture Requirements**

At minimum, architecture must contain the following logical tiers (layers)

- Presentation - Web pages that render HTML and JavaScript to the client web browser
- Business Logic – Classes containing business rules
- Data Access – Classes that provide access to the data tier
- Data – Data store

Application Design Requirements

- Role based security will be used
- Application and the data access will be implemented in accordance with the common security practices (Oracle, SQL injection prevention, cross-site scripting prevention, etc.)

Application Implementation Requirements

Infrastructure Design Requirements

All infrastructure and network design documentation will be completed during the planning and design phases of the project. The infrastructure design document will list all pertinent hardware, software, and network requirements for the following environments:

- Application development environment
- Application testing environment
- Application staging or user acceptance environment
- Application production environment

Web Application Security within the Software Development Life Cycle

Web Application Security analysis and design will be included within the phases of the Software Development Life Cycle (SDL).

Performance Testing

Performance testing will be included within the phases of the SDL. This may include performance test, load test, and capacity test.

System and Infrastructure Documentation

All server operating system builds and application installation and configuration will be fully documented throughout the project. Infrastructure and network diagrams are required for all environments listed above. The application's functional architecture and design documentation must be included.

Ownership of Material and Databases

All electronic files and databases, and all reports and materials used or created during the performance of this contract, shall be the property of the UOT and shall not be used by the Vendor for any use other than fulfilling the obligations under this contract without UOT's prior written consent. The Vendor may not sell or share any of this information without the written consent of the UOT. All property of the UOT shall be turned over to the UOT within 10 business days upon completion or termination of the contract in a format to be determined by UOT. Ownership rights do not extend to copyrights of other proprietary applications, software, hardware, etc. used in the Website attachments to the proposal.

Company Qualifications

- Company, name, location, names of principles
- Tax identification number and federal employer identification number, if applicable
- Summary of experience in the tourism industry – public or private, particularly those similar to this project in scope and content
- Summary of experience and length of time developing databases and web-based applications, particularly sites similar to this project in size and scope
- Three client references and URLs of sites your firm developed. Describe the degree of your firm's involvement in the sites and be prepared to demonstrate the features and capabilities of the site at possible oral interview.
- Provide a proposed timeline
- Description of your process for working with clients from initial planning and development through project launch and ongoing maintenance
- Provide an organizational chart of your company, showing key personnel assigned to this account and their role in the project. Include any new positions that would be created as a result of receiving the award of a contract.
- Description of any work your firm would expect to subcontract in connection with the project, including name, address, phone number(s) and e-mail(s)
- Identify the persons within your firm and/or any proposed sub.3
- who will liaise with UOT and DTS

Cost Proposal

- **Must** be submitted in a separate, sealed envelope, marked clearly as “Cost Proposal,” with your firm’s name. One copy of the cost proposal is needed
- Include a detailed breakdown for costs, showing the estimated amounts for planning and analysis; potential hardware and software needs that UOT could anticipate incurring; development; testing; implementation; and on-going support and maintenance
- Any proposed added-value or pro bono work that may be included. This may include enhancements, additional tasks or activities that would substantially improve the results of the project

Proposal Response Format

All proposals must include:

- Request for Proposal form completed and signed. Proposal are due no later than Wednesday, April 6, 2011 at 2:00pm (MDT).
- Executive Summary – The summary is to briefly describe the Vendor’s proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the Vendor. 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.
- Detailed Response – This section should constitute the major portion of the proposal and must contain at least the following information:
 - 1) A complete narrative of the Vendor’s assessment of the work to be performed, the Vendor’s ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Vendor’s understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - 2) Cost proposal – Cost will be evaluated independently from the technical proposal. Please enumerate all costs.

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

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 the proposal

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
30%	Cost
20%	Demonstrated ability to meet the business requirements
20%	Demonstrated ability to meet the Scope of Work
10%	Demonstrated technical capability (proven track record), etc
10%	Qualification and expertise of staff proposed for this project
10%	Performance references for similar projects

RFP Evaluation Score Sheet
Tourism Website Development Solicitation # PR11097

Firm Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum

		Score (0-4)	Weight	Points
1. Demonstrated ability to meet Business Requirements	20 points possible		x 5	
2. Demonstrated ability to meet Scope of Work	20 points possible		x 5	
3. Demonstrated Technical Capability	10 points possible			
Demonstrate data base design and structure	3 points possible		x 1	
Demonstrate filtering and search mechanisms	3 points possible		x 1	
Mapping/trip planning functionality	4 points possible		x 1	
4. Qualification and Expertise of Staff	10 points possible			
Provided by applicant	10 points possible		x 1	
5. References	10 points possible		x 1	
6. Cost	30 points possible		x 7.5	
TOTAL EVALUATION POINTS	100 points possible		Total	

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this 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 Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations, 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. **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 for Bids nor to the Multi-Step Process.

5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror 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 UCA Section 63G-11-103.
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 Section 63G-11-103 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 UCA Section 63G-11-103.

5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer 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) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **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 67-16-8, Utah Code Annotated, 1953, as amended.
7. **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.
8. **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 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 the Contractor's officers, agents, volunteers, or employees, 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.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 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 March 17, 1993, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, 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.
 11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
 12. **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 State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
 13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, 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 the 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 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.
 14. **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 funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the 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. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
 15. **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.
 16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
 17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the 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 will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
 18. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
 19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

20. **PAYMENT:** 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 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. All payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card).
21. **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 un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
22. **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.
23. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. 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; 4. Suspend Contractor from receiving future solicitations.
24. **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 the contract.
25. **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).
26. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions 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 contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
27. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement 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 Agreement 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 Agreement shall prevail in any dispute between the terms of this Agreement 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 Agreement.

(Revision date: 2 Aug 2010)

UTAH DEPARTMENT OF TECHNOLOGY SERVICES (DTS) TERMS AND CONDITIONS

1. **NOTICE:** Wherever under this contract one party is required to give formal notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case a signed receipt shall be obtained), or three days after date sent if sent by registered or certified mail, return receipt requested. Formal Notices to the Contractor and to the State shall be addressed as follows:

Contractor:	State of Utah:
Contact Person and Contractor Address as	Contracts Manager
Indicated on Signed State of Utah	Department of Technology Services
Contract (Cover) Page of this Contract	1 State Office Building, 6 th Floor
	Salt Lake City, Utah 84114

2. **WAIVER:** The waiver by either party of any provision, term, covenant or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant or condition of this Contract.

3. **REDUCTION OF FUNDS:** (N/A to Open-Ended Contracts): The maximum amount authorized by this contract shall be reduced or contract terminated if required by Federal/State law, regulation, or action or there is significant under utilization of funds, provided the Contractor shall be reimbursed for all services performed in accordance with this contract prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in amount of services to be given by the Contractor. The Department will give the Contractor thirty (30) days notice of reduction.

4. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State the need to suspend the work, but not terminate the contract, this will be done by written NOTICE, which meets the NOTICE requirements of this contract. The work may be reinstated upon advance written NOTCIE from the State, to recommence as mutually agreed between the parties. The State understands any such suspension of the work may affect both the time of performance and price to complete the work when reinstated.

5. **WORKERS' COMPENSATION:** The Contractor shall take out, furnish proof, and maintain during the life of this contract workers' compensation insurance for all its employees employed at the site of the project in Utah, and in the event any work is subcontracted, the Contractor agrees to require any of its Subcontractors to similarly provide and furnish proof of workers' compensation insurance for all the latter's employees employed on any site of the project in Utah.

6. **CONFLICT OF INTEREST WITH STATE EMPLOYEES:** In addition to the provisions of State T&C Clause 5, the Contractor certifies, through the execution of the contract, that no person in the State's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The CONTRACTOR will not hire or subcontract with any person having such conflicting interest.

7. **THIRD PARTY CLAIMS INDEMNIFICATION:** Contractor agrees to indemnify the State against third party claims for infringement for materials created and furnished by Contractor, for claims for death, bodily injury, or tangible property damage.

8. **INVOICES:** Each invoice must contain a unique invoice number and a customer account number, detail of work completed (e.g. time x rate) on the contract. The State reserves the right to correct invoices not in accordance with this Contract.

9. **PAYMENT BY THE STATE / INTEREST ON LATE PAYMENTS:** Payments to the Contractor shall generally be made within thirty (30) days of receipt by the State of an accurate invoice and receipt in Finance of the responsible State Project Manager's certification of acceptable completion of work, presuming receipt by the State of a correct, detailed invoice from the Contractor. Utah's Prompt Payment Act, UCA §15-6-2 requires payment within 60 days after receipt of the invoice covering the delivered items or services. If the State's payment is more than 60 days late, interest shall accrue and be charged on payments overdue starting on the 61st day that the State's payment may be overdue, until paid, unless this is a disputed payment. UCA §15-6-3 allows late payment interest at 2% above the rate paid by the IRS on refund claims.

The State's payment of invoices shall be sent via mail, or may be paid electronically at the discretion of the State.

10. **EMPLOYMENT PRACTICES OF CONTRACTOR:** In addition to Employment Practices Clause requirements stated in State T&C Clause 9, the following equal opportunity provisions apply to this contract. The Contractor agrees to abide by the provisions of:

Section 188 of the Workforce Investment Act of 1998 (WIA) (29 USC 2938), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against discrimination to beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity; and

Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in education programs.

11. **COPYRIGHT:** The contractor agrees that any and all Deliverables prepared for the Department, to the extent to which it is eligible under copyright law in any country, shall be deemed a work made for hire, such that all rights, title and interest in the work and Deliverables reside with the Department. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State Government purposes, such software, modifications and documentation. 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 Department. Contractor further agrees to provide all assistance reasonably requested by Department in the establishment, preservation, and enforcement of its rights in such work and Deliverables, without any additional compensation to Contractor. Contractor agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to the 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 or subsequent modifications.

12. **LIABILITY INSURANCE:** The Contractor agrees to provide and to maintain during the performance of the contract, at its sole expense, a policy of liability insurance. The limits of the policy shall be no less than \$500,000.00 for each occurrence and \$1,000,000.00 aggregate. The Contractor further agrees to provide the Contracts Manager for the Department of Technology Services with proof of adequate insurance coverage, in accordance with the NOTICE provisions of this contract.

It shall be the responsibility of the Contractor to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the Contractor. Evidence of the subcontractor's insurance coverage shall also be

provided to the Contracts Manager for the Department of Technology Services, also in compliance with the NOTICE provisions of this contract.

13. CITING DEPARTMENT IN ADVERTISING / PUBLICITY: The Contractor agrees to give credit to the Department of Technology Services (DTS) for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the DTS Public Information Officer. Any publicity given to the project or services provided herein shall identify the Department of Technology Services as sponsoring agency and shall not be released without prior written approval by the DTS Project Manager.

14. STATE AGENCY WEB SITE BRANDING: The Contractor agrees to allow the Department of Technology Services to utilize its DTS logo, or a newer version if replaced in the future, on websites produced under terms of this contract. Contractor further agrees to allow state agencies that DTS is ultimately providing consulting services for, such as DEPARTMENT, Workforce Services, Tax Commission, etc. to also utilize their own Department web site branding and logo, if requested by that state agency.

15. DRUG-FREE WORKPLACE: The Contractor understands that the Department provides a drug-free workplace in accordance with all federal and state laws and regulations. The Contractor agrees to abide by the Department's drug-free workplace policies while on State of Utah premises and the Department of Technology Services will provide the Contractor with a copy of these written "drug-free workplace policies".

16. OVERPAYMENT / UNDERPAYMENT AUDIT EXCEPTIONS / ADJUSTMENTS / DISALLOWANCES: The Contractor agrees that if during or subsequent to the contract performance, a CPA audit, or a State agency audit determines that payments were incorrectly reported or paid, the Department may adjust the payments. In contracts, which include a cost reimbursement budget, Contractor expenditures to be eligible for reimbursement must be adequately documented. The Contractor will, upon written request, immediately refund any overpayments determined by audit and for which payment has been made to the contractor, to the Department. The Contractor further agrees that the Department shall have the right to withhold any or all-subsequent payments under this or other contracts that the Contractor may have with the State until recoupment of overpayment is made. The Department agrees to promptly notify the Contractor in the event any underpayments on this contract are discovered.

17. OWNERSHIP, PROTECTION, AND USE OF STATE OF UTAH, STATE OF UTAH CLIENT, OR STATE OF UTAH EMPLOYEE RECORDS: Except for confidential medical records held by direct care providers, the State shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this Contract. The Contractor may not use, except in meeting its obligations under this contract, information gathered, reports developed, or conclusions reached in performance of this Contract without the express written consent of the State. The improper use or disclosure by any party of any information concerning a State of Utah client, or a State of Utah employee for any purpose not directly connected with the administration of the Department, or the Contractor's responsibilities with respect to services purchased under this agreement, is prohibited except on written consent of the state agency employee, state agency client, their attorney, or their responsible parent or guardian. The Contractor will be required to sign a Confidential Information Certification form in situations where they will be given access to confidential computerized records. The Contractor agrees to maintain the confidentiality of records it holds as agent for the State as required by GRAMA, or other applicable federal or state law. The State of Utah shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Contractor under the Contract. The Contractor, and any subcontractors under its control, expressly agrees not to use confidential client, or confidential federal, state, or local government data furnished for purposes of contract performance, without prior written permission from the Project Manager for the Department of Technology Services, and appropriate officials of the State Agency.

18. OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES: The improper use or disclosure by any party of protected internal Federal or State business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by the Contractor, Contractor's employees, or their Subcontractors, unless prior written consent has been obtained in advance from the Project Manager for the Department of Technology Services.

19. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION: All documents and data pertaining to work required by this contract will be the property of the STATE and must be delivered to the STATE within 30 working days after termination or completion of the contract, regardless of the reason for contract termination, and without restriction or limitation to their future use. Any State data that may be returned under provisions of this clause must either be in the format as originally provided, or in a format that is readily usable by the State or that can be formatted in a way that it can be used. Costs for all of these described items will be considered as included in the basic contract compensation of the work described.

20. CODE OF CONDUCT: The Contractor agrees to follow and enforce the Department of Technology Services Code of Conduct. If Contractor is working at facilities controlled by other State agencies, Contractor agrees to follow and enforce the Code of Conduct of these other State Agencies when Contractor is providing services at these facilities under provisions of this contract. The Contractor will assure that each employee or volunteer under Contractor's supervision receives a copy of such Code of Conduct, and a signed statement to this effect must be in each Contractor or Subcontractor employee's/volunteer's file and is subject to inspection and review by the Department monitors. Department of Technology Services agrees to provide Contractor with a copy of any applicable codes of conduct. If a Contractor or Subcontractor is working at any state agency which has a Code of Conduct applicable to this Contract, the Department of Technology Services Project Manager will provide Contractor with a copy in advance of Contractor's on-site contract services performance.

21. TERMINATION UPON DEFAULT: In the event this contract is terminated as a result of a default by the Contractor, the Department may procure or otherwise obtain, upon such terms and conditions as the Department deems appropriate, services similar to those terminated, and Contractor shall be liable to the Department for any and all damages arising there from, including, but not limited to, attorneys' fees and excess costs incurred by the Department in obtaining similar services..

22. CONTRACTOR'S RESPONSIBILITIES / QUALITY OF WORK: The Department will enter into contractual agreement with the Contractor only. The Contractor shall be responsible for all services as required by the RFP/bid. Contractor warrants that all services shall be performed in a professional and workmanlike manner consistent with best industry practice and in accordance with the Statement of Work.

23. PAYMENT WITHHOLDING: The Contractor agrees that the adequate reporting, record keeping, and compliance requirements specified in this contract are a material element of performance and that if, in the opinion of the Department, the Contractor's record keeping practices, compliance, and/or reporting to the Department are not conducted in a timely and satisfactory manner, the Department may withhold part or all payments under this or any other contract until such deficiencies have been remedied. This includes, but is not limited to, Contractors failure to timely provide to the Department of Technology Services Contracts Manager the Contractor's proof of adequate insurance coverage, or Contractor's failure to provide timely invoicing, and/or other requirements described elsewhere within this contract. In the event of the payment(s) being withheld, the Department agrees to provide ten (10) day advance NOTICE to the Contractor of the deficiencies that must be corrected in order to bring about the release of withheld payment. Contractor shall have ten (10) days thereafter to correct the cited reporting or record keeping practice deficiencies.

24. CONTRACTOR ACCESS TO SECURE STATE FACILITIES / CRIMINAL CONVICTION

INFORMATION / FORMER FELONS: The Contractor shall provide (at its own expense) the Department with sufficient personal information about its agents or employees, and the agents and employees of its subcontractors (if any) who will enter upon secure premises controlled, held, leased, or occupied by the State during the course of performing this contract so as to facilitate a criminal record check, at state expense, on such personnel by the Department. "Sufficient personal information" about its agents or employees, and the agents and employees of its subcontractors (if any) means for the Contractor to provide to the State Project Manager, in advance of any on-site work, a list of the full names of the designated employees, including their social security number, driver license number and state of issuance, and their birth date. Thereafter, on their first site visit, each contractor employee expected to work on-site shall be fingerprinted by the State, and the State is authorized to conduct a federal criminal background check based upon those fingerprints and personal information provided. Contractor, in executing any duty or exercising any right under this contract, shall not cause or permit any of its agents or employees, and the agents and employees of its subcontractors (if any) who have been convicted of a felony and certain misdemeanors to enter upon any premises controlled, held, leased, or occupied by the Department. A felony and misdemeanor are defined by the jurisdiction of the State of Utah, regardless of where the conviction occurred.

25. CONFIDENTIALITY: Contractor, and anyone for whom the Contractor may be liable, must maintain the confidentiality of any non-public personal information it receives from the Utah Department of Technology Services or any other state or public office received during the course of this contract. This includes any personal information contained in any other database. The personal information may be, but is not limited to, names, social security numbers, birth dates, address, credit card numbers and financial account numbers. The Utah Department of Technology Services reserves the right to identify additional reasonable types or categories of information that must be kept confidential by the Contractor and anyone for whom the Contractor may be liable. This duty of confidentiality shall be ongoing and survive the term of this contract

26. SECURE PROTECTION AND HANDLING OF DATA

1. **Network Security:** Contractor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Contractor agrees to maintain network security that conforms to one of the following:
 - a. Those standards the State of Utah applies to its own network, as found at <http://www.dts.utah.gov> and elsewhere;
 - b. Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: <http://web.nvd.nist.gov/view/ncp/repository/>; or
 - c. Any generally recognized comparable standard that Contractor then applies to its own network
2. **Data security:** Contractor agrees to protect and maintain the security of the State of Utah data with protection that is at least as good as or better than that maintained by the State of Utah. These security measures include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example Microsoft Notification.
3. **Data Transmission:** Contractor agrees that any and all transmission or exchange of system application data with the State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means, e.g. HTTPS or FTPS.
4. **Data Storage:** Contractor agrees that any and all State of Utah data will be stored, processed, and maintained solely on designated target servers and that no State of Utah data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is part of the Contractor's designated backup and recovery process.

5. **Data Encryption:** Contractor agrees to store all State of Utah backup data as part of its designated backup and recovery process in encrypted form, using no less than 128 bit key.
6. **Password Protection.** Contractor agrees that any portable or laptop computer that resides at any State of Utah facility has access to a State of Utah network, or stores any non-public State of Utah data is equipped with strong and secure password protection.
7. **Data Re-Use:** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in the Current Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no state of Utah data of any kind shall be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State of Utah.
8. **Data Destruction:** The Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all State of Utah data from all non-state computer systems and backups, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of the State of Utah, whichever shall come first.

27. NOTIFICATION AND DATA BREACHES Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other events requiring notification in accordance with *DTS Policy 500-1250-PR1 Computer Incident Reporting Procedure* (copy available upon request). In the event of a data breach of any Contractor's security obligations or other event requiring notification under applicable law (Utah Code Annotated § 13-44-101 thru 301 et al), Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend the State of Utah against any claims, damages, or other harm related to such Notification Event.

(February 23, 2011 version)

COST PROPOSAL
Tourism Website Development Solicitation # PR11097

This must be submitted as a separate file.

Bidder Name: _____

1. Provide a price including training that is recommended for employees that will be responsible for the installation and operation of the products identified in your technical offer. This price must also include the first year of maintenance and support fees.

Tourism website development including DTS/UOT staff training and first year maintenance and support fees:
\$ _____

2. Provide pricing for maintenance and support fees for the second through fifth year of product ownership.

Maintenance and Support Fees Year 2 \$ _____

Maintenance and Support Fees Year 3 \$ _____

Maintenance and Support Fees Year 4 \$ _____

Maintenance and Support Fees Year 5 \$ _____

Any deviation from this format may result in disqualification of proposal.

This must be submitted as a separate file.

Question and Answers for Bid #PR11097 - Tourism Website Development

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: Mar 23, 2011 2:00:00 PM MDT