

166197

Agreement for Allocation of the Wildlife Expo Permit Series

Between

Utah Division of Wildlife Resources

And

Sportsmen for Fish and Wildlife

70 2083

This Agreement is entered into between the Division of Wildlife Resources ("Division"), located at 1594 West North Temple, PO Box 146301, Salt Lake City, Utah 84114-6301, and Sportsmen for Fish and Wildlife, located at 215 N Redwood Road, North Salt Lake, UT 84054 ("SFW") to set forth the terms and conditions for the allocation, issuance, distribution, and redemption of the Wildlife Expo Permit Series for the term defined in this Agreement and in Utah Administrative Code R657-55. Division and SFW are collectively referred to as "Parties."

Recitals

WHEREAS, the Division, by and through the Utah Division of State Purchasing and General Services, submitted Request for Proposals under Solicitation # AS16003, requesting proposals from conservation organizations to host an annual Wildlife Exposition and distribute the Wildlife Permit Expo Series for a term of years; and

WHEREAS, SFW submitted a proposal in response to Solicitation # AS16003; and

WHEREAS, having used State of Utah purchasing procedures to select the most qualified conservation organization, the Division and Wildlife Board have identified SFW as the recommended conservation organization for allocation of the Wildlife Expo Permit Series for the years 2017 – 2021.

NOW THEREFORE, in consideration of the mutual benefits and obligations described herein, the Parties agree as follows:

Agreement

1. **Incorporation.** The following materials are incorporated into and made a part of this Agreement:
 - a. The Recitals Section of this Agreement;
 - b. The Division's Request for Proposals under Solicitation # AS16003, attached herein as Exhibit 1; and
 - c. The State Standard Terms and Conditions, provided within the Division's Request for Proposals as Attachments A and B respectively.

SFW's proposal submitted in response to Solicitation # AS16003, while not fully incorporated herein, is referenced numerous times. SFW agrees to fulfill all promises and assurances described within their proposal, to the extent they are consistent with this Agreement.

2. **Term.** The term of this Agreement is five (5) years and governs the allocation of the Wildlife Expo Permit Series for the years 2017 to 2021.
3. **Allocation of Permits by the Wildlife Board.** Subject to the provisions of Utah Administrative Code R657-55 and approval by the Wildlife Board, the Division agrees to allocate up to 200 Wildlife Expo Permit Opportunities annually during the term of this Agreement to SFW, said opportunities to be distributed by SFW at the annual Wildlife Exposition. The Division will report the Wildlife Board's action to SFW in a timely manner.
4. **Mandatory Minimum Requirements.** The Division's Request for Proposals identifies ten (10) mandatory minimum requirements. See Section 2.2 of Attachment C. SFW will fulfill each mandatory minimum requirement in a manner consistent with their response to the Division's Request for Proposals.
5. **Business Plan.** SFW will:
 - a. Administer the Expo permit drawing, host auctions and other wildlife fundraising efforts at the Expo, and attract guides and outfitters to the Exposition in a manner consistent with SFW's proposal.
 - b. Secure the Salt Palace as convention space for the term of this Agreement.
 - c. Provide advertising and marketing for the Exposition and the Expo Permit Drawing in a manner consistent with SFW's proposal, including the use of broadcast television.

radio, online, direct mail, and print media in targeted local, regional, and national markets.

- d. Promote hunting, fishing and trapping through administration of the Expo Permit Drawing; permit auctions; social events and conservation organization banquets; attendance of local, regional, national, and international guides, outfitters, and retail exhibitors.
 - e. Provide floor space to the Division during the Exposition as described within SFW's proposal.
6. **Data Security.** SFW will conduct the Expo Permit Drawing using the application processes, permit drawing procedures, data security measures, payment methods, validation processes, and credit card security measures described within their proposal. The Expo Permit Drawing is administered and conducted by SFW, under the authority of Administrative Code R657-55. The Division will partner with SFW to provide the license records necessary for the permit drawing to be successful.

SFW agrees to incorporate reasonable modifications to data security procedures as technology and standard industry practices change over the term of this Agreement.

7. **Permit Application Fee Revenue.** SFW will strive to increase awareness of and participation in the Expo Permit Drawing using the mechanisms described in their proposal. The Parties agree as follows:
- a. SFW may retain all interest earned on application fee revenue and to use that interest income for administrative purposes.
 - b. One dollar and fifty cents (\$1.50) of each \$5.00 application fee will be allocated to Division-approved projects that will benefit protected wildlife. These funds are to be deposited in a separate, federally insured account to prevent commingling of revenue with any other funds.
 - i. Funding deposited in this account shall not be committed to or expended for any reason without first obtaining DWR's written approval.
 - ii. A cash donation to the Wildlife Habitat Account created under Utah Code § 23-19-43 or Division Species Enhancement Funds is an authorized project that does not require DWR's prior written approval.
 - iii. Unless otherwise authorized in writing by DWR, application fee revenue allocated pursuant to this subsection must be completely expended or committed to approved projects by September 1st two calendar years following the year in which the application fee revenue is collected.

- c. SFW may retain for administrative purposes the remaining three dollars and fifty cents (\$3.50) in a separate, federally insured account and be used specifically for policies, programs, projects, and personnel that support conservation initiatives in Utah. SFW, to the extent possible, will leverage these funds with other available funding through grants and other conservation programs in order to maximize revenue generation and capitol for conservation projects in Utah.
- d. All records and receipts for projects must be retained by SFW for a period not less than five years, and shall be produced to DWR for inspection upon request.
- e. SFW shall submit a report to DWR and the Wildlife Board by September 1st of each year of this Agreement that accounts and documents the following:
 - i. The gross revenue generated by application fees for that year;
 - ii. The total amount of application fee revenue allocated pursuant to Section 7.b of this Agreement;
 - iii. The total amount of application fee revenue allocated pursuant to Section 7.c of this Agreement; and
 - iv. A description of each project funded using application fee revenue allocated pursuant to Section 7.b, the costs allocated to that project, the completion date of the project, and the conservation benefits of the project.

8. **Rule Changes.** The Wildlife Expo Permit Program is administered under the authority of Utah Admin. Code R657-55. This Agreement is subject to all future rule changes approved by the Wildlife Board.

9. **General Terms.**

- a. Amendment. This Agreement may be amended from time to time as need may arise, provided all such amendments are in writing and agreed to by both Parties.
- b. Assignment. SFW shall not assign, convey, or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, unless approved by the Wildlife Board.
- c. Authority. The signatories to this Agreement each represent and warrant to hold lawful authority to execute this Agreement in behalf of their respective organizations.
- d. Effective Date. The effective date of this Agreement is the date it is signed by all Parties.

- e. Entire Agreement. This Agreement contains the full agreement and understanding between the Parties, and there are no representations, understandings, or promises, either oral or written, expressed or implied, that are not included herein.
- f. Governing Law. This Agreement will be interpreted and construed in accordance with applicable Utah laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the date of the last signature below.

SPORTSMEN FOR FISH AND WILDLIFE

**STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES
ACTING DIRECTOR**

By: 

By: 

Jon Larson
Chief Executive Officer

Gregory Sheehan
Director of Wildlife Resources

Date: 1-22-16

Date: 1-22-16

Funding Approvals: Division of Wildlife Resources Fiscal Management

By: 

Linda Braithwaite
Budget Officer

Date: 1/22/16

Division of Purchasing

CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE

FEB 02 2016

By: 

Kent Beers
Director

Date: 2/2/16

EXHIBIT 1:

DIVISION'S REQUEST FOR PROPOSALS SOLICITATION # AS16003

Solicitation AS16003

Wildlife Exposition

Bid Designation: Public

State of Utah



State of Utah

Bid AS16003 Wildlife Exposition

Bid Number AS16003
 Bid Title Wildlife Exposition
 Bid Start Date In Held
 Bid End Date Nov 24, 2015 2:00:00 PM MST
 Question & Answer End Date Oct 29, 2015 2:00:00 PM MDT

Bid Contact Ann Schliep
 Purchasing Agent 1
 DAS

Contract Duration 5 years
 Contract Renewal Not Applicable
 Prices Good for Not Applicable

Bid Comments For the purposes of this procurement the State of Utah Division of Purchasing is the Issuing Procurement Unit for this document and all subsequent addenda relating to it, on behalf of the Conducting Procurement Unit, Department of Natural Resources, Division of Wildlife Resources
 ALL questions concerning this solicitation must be submitted through the BidSync system. Only answers issued through the BidSync system or issued via an authorized and properly issued addendum shall be the official position of the State.
 Any modification to this procurement effort shall be made by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official position of the State and shall be binding.
 Anyone submitting a response to this solicitation, with basis in or other communication or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the State.
 Responses submitted in BidSync are completely secure. NO ONE can see them until after the solicitation deadline. Therefore you do not have to wait until the last minute to submit; and you may change your submission any time until the solicitation closes. If you have not completed the submission by the deadline, BidSync will reject your submission. Please plan well.

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

Exceptions to the Standard Terms and Conditions MUST be submitted with the proposal response. Exceptions submitted after the date and time for receipt of proposals will NOT be considered. The State retains the right to refuse to negotiate on exceptions should the exceptions be excessive, not in the best interest of the State, could result in excessive costs to the state, or could adversely impact existing time constraints.

You will need to contact the Utah State Tax Commission at (801) 297-2200 . They will have to make the determination if your company needs a Utah sales tax ID number.

***Please direct all questions electronically through BidSync.
 Vendors, if you have any trouble submitting your bid or attaching documents in the BidSync site, please contact Vendor Customer Support at 1-800-990-9339 or at vendorsupport@bidsync.com.

Item Response Form

Item **AS16003--01-01 - Wildlife Expo**

Quantity **1 contract**

Prices are not requested for this item.

Delivery Location **State of Utah**

No Location Specified

Qty 1

Description

See attached RFP for specifications and instructions.

STATE OF UTAH



SOLICITATION NO. AS16003

Wildlife Exposition

RESPONSES DUE NO LATER THAN:

Nov 24, 2015 2:00:00 PM MST

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

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



State of Utah Request for Proposal

Legal Company Name (include d/b/a if applicable) _____	Federal Tax Identification Number _____	State of Utah Sales Tax ID Number _____	
Ordering Address _____	City _____	State _____	Zip Code _____
Remittance Address (if different from ordering address) _____	City _____	State _____	Zip Code _____
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person _____		
Telephone Number (include area code) _____	Fax Number (include area code) _____		
Company's Internet Web Address _____	Email Address _____		
Discount Terms (for prompt payment discounts): _____	Days Required for Delivery After Receipt of Order (see attached for any required minimums) _____		

By submitting a proposal in response to this RFP, the Offeror acknowledges and agrees that the specifications, terms and conditions, or other elements of the RFP are not ambiguous, confusing, contradictory, unduly restrictive, erroneous, or anticompetitive. The Offeror further acknowledges that it has read this RFP, along with any attached or referenced documents, and this document, including the General Provisions.

Offeror's Authorized Representative's Signature _____	Date _____
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Type or Print Name	Position or Title

NOTICE

When submitting a proposal electronically through BidSync, it is the sole responsibility of the Offeror to ensure that the proposal 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, and 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 proposal involves the Offeror's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the Offeror's actual proposal. This acknowledgement is registered in BidSync when the Offeror clicks "Confirm". BidSync will post a notice that the proposal has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the proposal 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. Offerors should not wait until the last minute to submit a proposal. It is recommended that Offerors submit proposals a minimum of 24 hours prior to the closing date and time. 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 date and time or the system will stop the process and the proposal will be considered late and will not be accepted.

Proposals submitted in BidSync are completely secure. No one (including the Division of Purchasing) can see proposals until after the closing date and time. Offerors may modify or change their proposals at any time prior to the closing date and time. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the closing date and time. 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.

Section 46-4-402(2) of the Utah Code provides that unless otherwise agreed between a sender (Offeror) and the recipient (Division of 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

GENERAL PROVISIONS

1. **GOVERNING LAWS:** All purchases made under this Request for Proposals (RFP) are subject to the Utah Procurement Code and the applicable State of Utah Administrative Code. These are available at www.purchasing.utah.gov. By submitting a proposal, the Offeror warrants that it and the procurement item(s) purchased under this RFP comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
2. **SUBMITTING A PROPOSAL:** By submitting a proposal in response to this RFP, the Offeror acknowledges that the minimum requirements, technical specifications, scope of work, and the evaluation process, outlined in this RFP are fair, equitable, not unduly restrictive, and understood. Any exceptions to the content of this RFP, including the specifications and minimum requirements, must be addressed during the Question and Answer period or protested in writing to the Division of Purchasing before the closing date and time.
3. **EVALUATION:** The evaluation of the Offeror's proposal shall be conducted in accordance with Part 7 of the Utah Procurement Code. An evaluation committee may ask questions of Offerors to clarify proposals provided the questions are submitted and answered in writing. The record of questions and answers shall be maintained in the file.
4. **BEST AND FINAL OFFERS:** At any time during the evaluation process, the evaluation committee, with the approval of the director or head of the issuing procurement unit, may request best and final offers from responsible and responsive offerors in accordance with Part 7 of the Utah Procurement Code and applicable administrative rules, and evaluate those offers. If an offeror chooses not to participate in discussion or does not make a timely best and final offer, its immediately previous proposal will be treated as the offeror best and final offer.
5. **BRAND NAME OR EQUAL SPECIFICATION:** Wherever in this RFP an item is defined by using a trade name, brand name, or a manufacturer and/or model number, it is intended that the words, "or equivalent" apply; and invites the submission of equivalent products by the Offerors.
6. **SAMPLES:** Samples of item(s) specified in this offer, brochures, etc., when required by this RFP, must be furnished free of expense to the State of Utah. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the Offeror's expense.
7. **DEBRIEFING OF UNSUCCESSFUL OFFERORS:** The Utah Division of Purchasing does not conduct debriefings nor collect detailed explanations of evaluator's scores.
8. **DEBARMENT:** By submitting a proposal, the Offeror 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 Offeror cannot certify this statement, attach a written explanation for review by the State.
9. **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The Offeror is encouraged to offer Energy Star certified products or products that meet Federal Energy Management Program (FEMP) standards for energy consumption. The State also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this RFP.
10. **SALES TAX ID NUMBER:** Utah Code Annotated (UCA) 59-12-106 requires anyone filing a proposal 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 proposal. 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.
11. **PROTESTS:** Pursuant to Utah Code §63G-6a-1602, an Offeror may: (1) protest the rejection of their proposal; (2) protest an alleged grievance in connection with the procurement process; or (3) protest an alleged grievance in connection with the award of a contract. Protests must be made to the State of Utah Chief Procurement Officer. A notice of protest must be submitted either: (1) before the closing of date of the proposals, as provided on Bidsync; or (2) if the person filing the protest did not know and should not have known of the facts giving rise to the protest before the closing date for proposals, within seven days after the day on which the person knows or should have known of the facts giving rise to the protest. All protests must be submitted in accordance with Part 16 of Utah Procurement Code and applicable administrative rules.

In accordance with the requirements set forth in Section 63G-6a-1602(2)(b), a person filing a protest must include a concise statement of the grounds upon which the protest is made. A concise statement of the grounds for a protest should include the relevant facts leading a protestor to contend that a grievance has occurred, including but not limited to specifically referencing: (i) an alleged violation of Utah Procurement Code 63G-6a; (ii) an alleged violation of Administrative Rule R33 or other applicable rule; (iii) a provision of the request for proposals, invitation for bids, or other solicitation allegedly not being followed; (iv) a provision of the solicitation alleged to be: ambiguous, confusing, contradictory, unduly restrictive, erroneous, anticompetitive, or unlawful; (v) an alleged error made by the evaluation committee or conducting procurement unity; (vi) an allegation of bias by the committee or an individual committee member; or (vii) a scoring criteria allegedly not being correctly applied or calculated.

None of the following qualify as a concise statement of the grounds for a protest:

- (i) claims made after the opening of bids or closing date of proposals that the specifications, terms and conditions, or other elements of a solicitation are ambiguous, confusing, contradictory, unduly restrictive, erroneous, or anticompetitive;
- (ii) vague or unsubstantiated allegations that do not reference relevant or specific facts including, but not limited to, vague or unsubstantiated allegations by a bidder, offeror, or prospective contractor that: (A) a bidder, offeror, or prospective contractor should have received a higher score or that another bidder, offeror, or prospective contractor should have received a lower score, (B) a service or product provided by a bidder, offeror, or prospective contractor is better than another bidder's, offeror or prospective contractor's service or product, (C) another bidder, offeror, or prospective contractor cannot provide the procurement item for the price bid or perform the services described in the solicitation, or (D) any other item that is not relevant or specific; or
- (iii) filing a protest requesting: (A) a detailed explanation of the thinking and scoring of evaluation committee members, beyond the official justification statement described in Section 63G-6a-708, (B) protected information beyond what is provided under the disclosure provisions of the Utah Procurement Code; or (C) other information, documents, or explanations reasonably deemed to be not in compliance with the Utah Code or Administrative Rule R33 by the protest officer.

In accordance with Section 63G-6a-1603(3)(a), a protest officer may dismiss a protest if the concise statement of the grounds for filing a protest does not provide an adequate basis for the protest.

12. AUDIT: Pursuant to Administrative Rule R33-12-605, the State may, at reasonable times and places, audit or cause to be audited by an independent third party firm, by another procurement unit, or by an agent of the procurement unit, the book, records, and performance of the Offeror, if awarded a contract under this RFP.

13. INSPECTIONS: Pursuant to Utah Administrative Rule R33-12-701, R33-12-702, R33-12-703, and R33-12-704, the State may, at its discretion, perform an inspection of the Offeror's manufacturing/production facility or place of business, or any location where the work is performed.

14. MODIFICATION OR WITHDRAWAL OF PROPOSAL: A proposal may be modified or withdrawn prior to the established closing date and time.

15. REJECTING A PROPOSAL: At any time during this RFP, the State may reject a proposal if the State determines that: (a) the person submitting the proposal is not responsible; or (b) the proposal is not responsive or does not meet the mandatory minimum requirements stated in this RFP.

16. TECHNOLOGY MODIFICATIONS: The awarded contract(s) may be modified as a result from technological upgrades for the procurement item(s). Any modification for upgraded technology must be substantially within the scope of the original procurement or contract, and if both parties agree to the modification, then the contract may be modified, but not extended beyond the term of the original awarded contract except as provided in the Utah Procurement Code. The awarded contract(s) may be modified for new technology related to the procurement item(s). Any modification for new technology shall not be exercised without: (1) the approval required under Section 63F-1-205 of the Utah Code, (2) the new technology modification has been subject to the review as described in Administrative Rule R33-6-114, and (3) the contracting parties agree to the modification.

17. PUBLICIZING AWARDS: The following shall be disclosed after receipt of a proper GRAMA request: (a) the contract(s) entered into as a result of the selection and the successful proposal(s), except for those portions that may not be disclosed under Rule R33-7-105; (b) the unsuccessful proposals, except for those portions that are Protected and the Offeror has submitted a proper Business Confidentiality Claim; (c) the rankings of the proposals; (d) the names of the members of any selection committee (reviewing authority); (e) the final scores used by the selection committee to make the selection, except that the names of the individual scorers shall not be associated with their individual scores or rankings; and (f) the written justification statement supporting the selection, except for those portions that may not be disclosed under Rule R33-7-105.

After due consideration and public input, the following has been determined by the Procurement Policy Board to impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, and will not be disclosed by the governmental entity at any time to the public, including under any GRAMA request: (a) the names of individual scorers/evaluators in relation to their individual scores or rankings; (b) any individual scorer's/evaluator's notes, drafts, and working documents; (c) non-public financial statements; and (d) past performance and reference information which is not provided by the offeror and which is obtained as a result of the efforts of the governmental entity. To the extent such past performance or reference information is included in the written justification statement, it is subject to public disclosure.

18. PERFORMANCE AND COST ANALYSIS: The State reserves the right to review the awarded contract(s) on a regular basis regarding performance and cost, and may negotiate price and service elements during the term of the contract.

19. AWARDED CONTRACT(S): Contract(s) awarded from this RFP will include the following documents: the scope of work, the appropriate State of Utah Standard Terms and Conditions, and any other documents listed in this RFP.

(Revision Date: 1 July 2015)

Issuing
Procurement
Unit
Conducting
Procurement
Unit

State of Utah Division of
Purchasing

Utah Division of Wildlife Resources

REQUEST FOR PROPOSALS
*Host Annual Conservation Exposition and
Manage Allocation of Wildlife Expo Permit Series*

Solicitation # AS16003

This Request for Proposals ("RFP"), having been determined to be the appropriate procurement method to provide the best value to the Conducting Procurement Unit, is designed to provide interested conservation organizations ("Offerors") with sufficient basic information to submit proposals. It is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability. This RFP is issued in accordance with State of Utah Procurement Code and applicable Administrative Rules. Proposals submitted in response to this RFP satisfy the application requirement in Utah Admin. Code R657-55 and are referred to herein as "Expo Applications."

PART 1: OVERVIEW AND INSTRUCTIONS

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposals is to select a conservation organization that, pending approval by the Utah Wildlife Board, will host an annual Wildlife Exposition and distribute the wildlife expo permit series. The Wildlife Expo and its associated wildlife expo permit series are generally described in Utah Admin. Code R657-55. The selected conservation organization, if approved by the Wildlife Board, will enter into a five year contract with the Utah Division of Wildlife Resources that will describe the terms and conditions of hosting an annual Wildlife Conservation Exposition.

1.2 BACKGROUND

The Division of Wildlife Resources ("UDWR") has state statutory authority to manage and protect Utah's wildlife resources. UDWR's mission is to serve the people of Utah as trustee and guardian of the state's wildlife. UDWR endeavors to recruit, retain, and if necessary reactivate hunters, anglers, and wildlife watchers from all walks of life. As part of this mission, the Wildlife Expo Program was established. The purpose of the program is to generate revenue to fund wildlife conservation activities in Utah, and to attract a regional or national wildlife exposition event to the State that is sponsored by one or more wildlife conservation organizations.

One component of the Wildlife Exposition Program is the administration of an annual hunting permit drawing. This drawing generally distributes up to 200 hunting permits to successful applicants. The conservation organization is responsible for administering the drawing. These permits are identified in Utah Admin. Code R657-55-3 as the "Wildlife Expo Permit Series."

A second component of the Wildlife Exposition Program is the Wildlife Exposition itself, generally referred to as the "Expo." The Expo is defined in Utah Admin. Code R657-55-2(c) as, ... "a multi-day event held within the state of Utah that is sponsored by one or more wildlife conservation organizations as their national or regional convention or event that is open to the general public and designed to draw nationwide attendance of more than 10,000 individuals. The Wildlife Exposition may include wildlife conservation fund raising activities, outdoor exhibits, retail marketing of outdoor products and services, public awareness programs, and other similar activities." Together these elements are intended to attract sportsmen to help fulfill the UDWR mission.

1.3 ISSUING PROCUREMENT UNIT, CONDUCTING PROCUREMENT UNIT, AND RFP SOLICITATION NUMBER

For the purposes of this RFP the State of Utah Division of Purchasing is the Issuing Procurement Unit for this document and all subsequent addenda relating to it, on behalf of the Conducting Procurement Unit, Department of Natural Resources, Division of Wildlife Resources. The reference number for this RFP is Solicitation # AS16003. This number must be referred to on all proposals, correspondence, and documentation relating to this RFP.

1.4 QUESTION AND ANSWER PERIOD

All questions **MUST** be submitted through BIDSYNC (www.bidsync.com) during the designated time for questions ("Q&A period") listed on Bidsync. Questions submitted through any other channel will not be answered. Questions may be answered in the order that they are submitted or may be compiled into one document and answered via an addendum. Answers disseminated by the State through the BidSync system shall serve as the official and binding position of the State. Answers provided via BidSync will constitute an addendum to this RFP.

Notification to the State of any ambiguity, inconsistency, excessively restrictive requirements, and errors in this RFP, questions, or exceptions to the scope/content of the RFP **MUST** be submitted as a question through BidSync during the Q&A period.

Questions may be answered individually or may be compiled into one document. Questions may also be answered via addenda. An answered question or addenda may

modify the specification or requirements of this RFP. Answered questions and addendums will be posted on BidSync. Offerors should periodically check BidSync for answered questions and addendums before the closing date. It is the responsibility of the Offerors to submit their proposal as required by this RFP, including any requirements contained in an answered question and/or addendums.

Exceptions to scope/content of the RFP that have not been previously addressed within the Q&A period of the procurement are not allowed and may result in the Offeror's proposal being considered non-responsive.

1.5 ADDENDUMS

Offerors are encouraged to periodically check BidSync for posted questions, answers and addendums.

Any modification to this procurement will be made by addendum issued by the State Division of Purchasing. Addendums to this RFP may be made for the purpose of making changes to: the scope of work; the schedule; the qualification requirements; the criteria; the weighting; or other requirements of this RFP.

After the due date and time for submitting a proposal to this RFP, at the discretion of the chief procurement officer or head of a procurement unit with independent procurement authority, addenda to this RFP may be limited to the Offerors that have submitted proposals, provided the addenda does not make a substantial change to this RFP that, in the opinion of the chief procurement officer or head of a procurement unit with independent procurement authority likely would have impacted the number of Offerors responding to the original publication of this RFP.

Authorized and properly issued addenda shall constitute the official and binding position of the State.

Any response to this RFP which has as its basis any communications or information received from sources other than this RFP or related addenda could be considered non-responsive and be rejected at the sole discretion of the State.

1.6 RESTRICTIONS ON COMMUNICATIONS

Except as provided in Section 1.11, from the issue date of this RFP until an Offeror is selected and presented to the Wildlife Board for approval, Offerors are prohibited from communications regarding this RFP with the conducting procurement unit staff, evaluation committee members, or other associated individuals EXCEPT the State of Utah Division of Purchasing procurement officer overseeing this RFP. Failure to comply with this requirement may result in disqualification.

1.7 SUBMITTING YOUR PROPOSAL

By submitting a proposal to this RFP, the Offeror acknowledges and agrees that the requirements, scope of work, and the evaluation process outlined in this RFP are

understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFP must be addressed within the Q&A period. The Offeror further acknowledges that it has read this RFP, along with any attached or referenced documents, including the General Provisions.

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

Electronic submission instructions: When submitting a proposal electronically through BidSync, please allow sufficient time to complete the online forms and to upload proposal documents. The RFP will end at the deadline. If an Offeror is in the middle of uploading a proposal when the deadline arrives, the system will stop the upload process and the proposal will not be accepted by BidSync, and the attempted submission will be considered late and ineligible for consideration.

Electronic proposals may require uploading of electronic attachments. BidSync will accept a wide variety of document types as attachments. However, the State is unable to view certain documents. Therefore, **DO NOT submit** documents that are **embedded (zip files), movies, wmp, encrypted, and mp3 files**. All documents must be uploaded in BidSync as separate files.

Hard copy submission instructions: The preferred method of submitting your proposal is electronically through BidSync. However, proposals may be submitted in hard copy form, one (1) original and 5 (one for each member of the evaluation committee) copies of the technical proposal must be received prior to deadline at the following address:

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

The outside cover of the package containing the Technical Proposal shall be clearly marked "Solicitation # AS16003 – Technical Proposal" and include the deadline". The outside cover of the Proposal shall be clearly marked "Solicitation # AS16003 – Proposal", and include the closing time posted on Bidsync". All proposals received by physical delivery will be date and time stamped by the State.

Please allow sufficient time for delivery of hardcopy proposals. Proposals sent overnight, but not received by the deadline time will not be accepted. When submitting a proposal by physical delivery (U.S. Mail, courier service, hand-delivery, or other physical means) Offerors are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not be considered as an acceptable reason for a proposal being late.

All costs incurred by an Offeror in the preparation and submission of a proposal including, any costs incurred during interviews, oral presentations, and/or product demonstrations are the responsibility of the Offeror and will not be reimbursed.

PROPOSALS MUST BE COMPLETE, THOROUGH, AND RESPONSIVE TO THE TOPICS DESCRIBED IN THIS RFP BY CLOSE OF THIS RFP SOLICITATION.

1.8 SELECTION OF CONSERVATION ORGANIZATION

It is anticipated that this RFP will identify a single conservation organization that will ultimately host the annual Conservation Exposition and manage the allocation of the Wildlife Expo Permit Series.

1.9 LENGTH OF CONTRACT

If the selected conservation organization is approved by the Wildlife Board, the conservation organization and UDWR will enter into a contract for a period of five (5) years. Per Utah Administrative Code R657-55-4(b), this contract may be extended for an additional period, not to exceed five additional years.

The State reserves the right to review any contract resulting from this RFP on a regular basis regarding performance and cost analysis and may negotiate modifications during the term of the contract.

1.10 PRICE GUARANTEE PERIOD

There is no pricing component for this RFP. This section is intentionally omitted.

1.11 DISCUSSIONS

Discussions may be conducted with the Offerors who submit proposals determined to be reasonably susceptible of being selected for award, followed by an opportunity to make best and final offers pursuant to Section 63G-6a-707.5 of the Utah Procurement Code, but proposals may be accepted without discussions.

1.12 STANDARD CONTRACT TERMS AND CONDITIONS, EXCEPTIONS, AND NEGOTIATIONS

Any contract resulting from this RFP will include, but not be limited to, the Standard Terms and Conditions for Services ("Standard Terms and Conditions"), a copy of which is included herein as Attachment A, and the Standard Information Technology Terms and Conditions, a copy of which is included herein as Attachment B. Upon approval of the recommended conservation organization by the Wildlife Board, UDWR and the selected conservation organization will negotiate a contract including the Standard Terms and Conditions as described herein, the proposal submitted by the conservation organization in response to this RFP, all components described in Utah Admin. Code R657-55, and other elements as agreed to by the Parties.

Exceptions and/or additions to the Standard Terms and Conditions are strongly discouraged. However, Offerors requesting exceptions and/or additions to the Standard Terms and Conditions must be submitted with the proposal. Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. Offerors may not submit requests for exceptions and/or additions by reference to a

vendor's website or URL. URLs provided with a proposal may result in that proposal being rejected as non-responsive. Offerors may submit questions during the Q&A period regarding the Standard Terms and Conditions.

The State may refuse to negotiate exceptions and/or additions that are determined to be excessive; that are inconsistent with similar contracts of the procurement unit; to warranties, insurance, indemnification provisions that are necessary to protect the procurement unit after consultation with the Attorney General's Office or other applicable legal counsel; where the solicitation specifically prohibits exceptions and/or additions; or that are not in the best interest of the procurement unit.

If negotiations are required, Offeror must provide all documents in Microsoft Word format for redline editing. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

Any mandatorily required acceptance of an Offeror's terms and conditions may result in the proposal being determined to be non-responsive.

An award resulting from this RFP is subject to successful contract terms and conditions negotiation (if required). The State, at its sole discretion, will determine when contract terms and conditions negotiations become unproductive and will result in termination of award to that Offeror and the State may move to the next eligible Offeror.

1.13 PROTECTED INFORMATION

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

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

- (1) trade secrets as defined in Section 13-24-2, the Utah Uniform Trade Secrets Act, if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);*
- (2) commercial information or non-individual financial information obtained from a person if:*
 - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
 - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
 - (c) the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;*

* * * * *

- (6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person*

proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

Process for Requesting Non-Disclosure: Any Offeror requesting that a record be protected shall include with the proposal a Claim of Business Confidentiality. To protect information under a Claim of Business Confidentiality, the Offeror must complete the Claim of Business Confidentiality form with the following information:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. Submit an electronic "redacted" (excluding protected information) copy of the proposal. Copy must clearly be marked "Redacted Version."

The Claim of Business Confidentiality form may be accessed at:

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

An entire proposal cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY" and shall be considered non-responsive unless the Offeror removes the designation.

Redacted Copy: If an Offeror submits a proposal that contains information claimed to be business confidential or protected information, the Offeror must submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential."

1.14 INTERVIEWS AND PRESENTATIONS

If it is determined to be in the best interest of the Conducting Procurement Unit, interviews and presentations may be held at the option of the State. The State shall establish a date and time for the interviews or presentations and shall notify eligible Offerors of the procedures. Offerors invited to interviews or presentations shall be limited to those Offerors meeting the minimum requirements and minimum technical score threshold specified in the RFP. Representations made by an Offeror during interviews or presentations shall become an addendum to the Offeror's proposal and shall be documented. Representations must be consistent with the Offeror's original proposal and may only be used for purposes of clarifying or filling in gaps in the Offeror's proposal. Interviews and presentations will be at the Offeror's expense.

PART 2: SCOPE OF SERVICES AND REQUIREMENTS

2.1 DETAILED SCOPE OF WORK AND ADDITIONAL REQUIREMENTS

See Sections 2.2 and 2.3.

2.2 MANDATORY MINIMUM REQUIREMENTS/QUALIFICATIONS

This section contains mandatory minimum requirements that must be met in order for an offer to be considered responsive. Offerors shall include a detailed narrative outlining how their proposal meets the following minimum mandatory requirements. For ease of evaluation, an Offeror's proposal must be a point-by-point response, addressing in detail each area of the mandatory minimum requirements and/or qualifications. All proposals must be consistent with Utah Admin. Code R657-55.

1. Offeror must be a qualified "conservation organization," defined in Utah Admin. Code R657-55-2(2)(a) as a "nonprofit chartered institution, corporation, foundation, or association founded for the purpose of promoting wildlife conservation."
2. Offeror must be capable of attracting a successful regional or national annual Wildlife Exposition to Utah, as defined in Utah Admin. Code R657-55-2(2)(c). This includes drawing nationwide attendance of 10,000 or more visitors. The wildlife exposition may include wildlife conservation fund raising activities, outdoor exhibits, retail marketing of outdoor products and services, public awareness programs, and other similar activities.
3. Offeror must be capable of administering the wildlife expo permit drawing or other random selection process in a way that fairly accomodates DWR's constituents and is in accordance with state and federal law.
4. Offeror may not be in breach or default of any contractual agreement with the State of Utah at the time the Expo Application is submitted.
5. The Expo Application must include the name, address, and telephone number of the conservation organization, and the name of the president or other individual responsible for the administrative operations of the conservation organization.
6. The Expo Application must include a copy of the conservation organization's mission statement.
7. Offeror must submit a detailed permit drawing procedures and data security plan (further described later in this document). This plan must include the following minimum protocols for conducting the expo permit drawing:

- a. Drawing applicant data must be secured and the conservation organization must provide remedies or corrective action to applicants in the event of a data breach. Applicant data must be encrypted at rest and in transit. DWR must be notified of any data breach in accordance with Attachment B herein and state and federal law.
 - b. Offeror agrees to provide a report of a third party scan showing hardware and software vulnerabilities of any web application they plan to use to administer the expo permit drawing, or will allow the State of Utah to conduct a hospitable penetration scan of the web application internal to their network, prior to conducting the expo permit drawing.
 - c. Offeror may not share or market any personally identifying information Offeror collects from UDWR or permit applicants without the prior written consent of the permit applicant or their parent or legal guardian.
 - d. Offeror must allow applicants to apply for wildlife expo permits without purchasing admission to the wildlife exposition, and will ensure the Utah hunting license requirement is verified at the point of permit application.
 - e. Offeror must provide a mechanism for Utah hunting licenses to be sold to applicants at the expo without requiring applicants to purchase admission to the wildlife exposition.
 - f. Offeror must understand and comply with Payment Card Industry security standards (PCI Compliance) for all credit card transactions, and must agree to meet future PCI standards.
8. Offeror must obtain and maintain commercial general liability insurance consistent with the requirements of Paragraph 16 of Attachment A.
 9. Upon approval by the Wildlife Board, the selected applicant will be expected to hold an annual expo in Utah for the entire 5 year agreement. Offeror must demonstrate their capability to effectively plan and complete the wildlife exposition for this 5 year term.
 10. Offeror must submit to an annual wildlife exposition audit by a division-appointed auditor.

Failure to meet any one of the mandatory requirements/qualifications will result in the proposal being rejected pursuant to Utah Code §63 G-6a-704 and the proposal will not move forward in the evaluation process. After approval of the conservation organization by the Wildlife Board, other aspects of the proposal may be incorporated by reference into the contract between the successful applicant and UDWR as appropriate.

All of the items described in this section are non-negotiable. A rejection of a proposal due to a proposal not meeting mandatory minimum requirements can occur at any time in the evaluation process.

2.3 DETAILED TECHNICAL PROPOSAL RESPONSE REQUIREMENTS

All Offerors are to submit explanations that detail their experience and qualifications in the following areas (each area is to be addressed in the order listed):

1. **Business Plan.** For all descriptions and topics provided for this section, provide support and verification of your assertions and expectations, such as historical documentation of past performance, any market analysis or projections your organization may have performed, or other materials that may lend credibility to your business plan.
 - a. *Expo operations.* Discuss the past performance of your organization in planning and operating large scale events, conventions, and expositions, including activities undertaken in support of the conservation permit program described in Utah Admin. Code R657-41. Describe in detail how you will organize and run the expo. Provide an estimate of the number of attendees expected per year, the number of expo permit applications expected per year, the proposed location of the expo, proposed dates of the 2017 expo, and a detailed description of the proposed venue, including whether the venue is secured or if there is a reasonable expectation that the venue can be secured. List conservation and business organizations you expect to draw to the expo.
 - b. *Economic considerations.* Discuss your past performance in advertising and marketing large scale events, conventions, and expositions, including activities undertaken in support of the conservation permit program described in Utah Admin. Code R657-41. Describe your advertising and marketing strategy for the expo and how it will result in expanded attendance and participation by conservation organizations, vendors, and the public. Describe the projected economic benefits to the State of Utah stemming from the expo on an annual basis.
 - c. *Promotion of hunting, fishing and trapping in Utah.* Describe how your operation of the expo will benefit Utah sportsmen and women and wildlife conservation in Utah. Describe how your expo will result in recruitment, retention, and reactivation of Utah sportsmen and women of all ages. Describe how your operation of the expo will help further UDWR's mission, including the square footage of floor space you would donate to

UDWR, if any, for administration and outreach activities for items such as National Archery in the Schools Program (2 day state championship), Help Stop Poaching, Outreach, DWR Information, and general meeting space.

2. **Permit Drawing Procedures and Data Security Plan.** As background information, UDWR will make available to Offeror a procedure allowing the look-up of data on applicants that will facilitate the confirmation of their eligibility to apply for expo permits. If the Offeror chooses to sell hunting licenses through their own interface at the wildlife exposition, UDWR will provide a procedure allowing for the insert of a license record for an individual with whom the Offeror is conducting business. Describe in detail what coordination you will require from UDWR on these matters. Describe in detail how you will organize and conduct the permit draw, including expo permit application process, license requirement verification, draw process, in-person validation of expo permit applications, identification of successful applicants, creation of an alternate list, data retention, drawing venue, etc. Include a detailed description of data security and how you will protect applicant data from unauthorized release or data breach, and how you will respond to a breach. Include what data you will collect in order to perform the duties described in this RFP, what data you will retain following each expo permit drawing, and how you plan to use that data to market future wildlife expositions and wildlife conservation in Utah. Provide an explanation on how you will ensure that personally identifying data will not be sold or shared with other entities unless applicants specifically provide their written authorization to do so. Provide assurance that confidential data, such as social security numbers and driver's license numbers, that may be used to interact with UDWR systems, will not be stored or retained on Offeror systems. Describe your understanding of applicant license requirements and explain how you will ensure compliance with the big game permit requirements identified in Utah Code 23-19-22. Demonstrate evidence of current PCI compliance for your organization and verify that all operations at the expo will comply with PCI standards.
3. **Permit Application Fee Revenue.** Revenue from permit application fees for expo permits is set at \$5.00 per application. The contractor retains the entire \$5.00, however must commit/spend \$1.50 from each application fee collected on division-approved projects by September 1, two years following collection. Describe any proposed use of the remaining \$3.50 to benefit protected wildlife in Utah. Estimate the total revenue from application fees that will be used to benefit protected wildlife in Utah, including any money provided directly to the State of Utah. Provide support and verification of your assertions and expectations, such as historical documentation of past performance, any market analysis or projections your organization may have performed, or other materials that may lend credibility to your estimates.
4. **Historical Contributions/Past Performance.** Describe in detail the historical contribution of your organization to wildlife in Utah, focusing on your conservation organization's previous performance in wildlife conservation activities, as well as promotion and development of hunting, fishing, and trapping in Utah.

2.4 EVALUATION CRITERIA/TECHNICAL PROPOSAL

To determine which proposal provides the best value to the State, an evaluation committee will be established that includes representatives from various state agencies. The evaluation committee will evaluate each proposal that has not been disqualified or rejected using the criteria outlined on the RFP Evaluation Score sheet, included as Attachment C herein.

For ease of evaluation, the proposals must provide a point-by-point response, addressing in detail each area of the scope of work and the evaluation criteria, including addressing how the point-by-point response addresses the issues discussed in this RFP.

Evaluation Criteria. Admin. Code R657-55-1(2) identifies two main purposes of authorizing the distribution of the wildlife expo permit series: (1) attracting and supporting a regional or national wildlife exposition in Utah; and (2) generating revenue to fund wildlife conservation activities in Utah. These two purposes are reflected in the four evaluation criteria provided below:

1. Viability of Business Plan and potential to put on high quality wildlife exposition.
 - a. Expo operations. 20% of total score
 - b. Economic considerations. 10% of total score
 - c. Promotion of hunting, fishing, and trapping in Utah. 10% of total score
2. Ability to organize and conduct a secure and fair permit drawing. 20% of total score
3. Conservation organization's commitment to use revenue generated through the wildlife expo for wildlife conservation in Utah, including the use of the remaining \$3.50 of the Expo permit application fee. 30% of total score
4. Historical contribution and previous performance of organization in wildlife conservation in Utah. 10% of total score

PART 3: INFORMATION REQUIRED IN SUBMISSION OF A PROPOSAL

3.1 PROPOSAL FORMAT

Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required. However, there is no intent in these instructions to limit a proposal's content or to exclude any relevant or essential data.

All materials submitted become the property of the State. 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.

Organize proposal using each of the following specific headings. Failure to format your proposal as follows may result in disqualification.

1. **Section Title: RFP Form.** The State's Request for Proposal form completed and signed by the Offeror.
2. **Section Title: Executive Summary.** The executive summary is to briefly describe the Offeror's proposal. This summary should highlight the major features of the proposal. The reader should be able to determine the essence of the proposal by reading the executive summary.
3. **Section Title: Protected Information.** All protected/proprietary information must be identified in this section of the proposal, by completing the Claim of Business Confidentiality referenced in Section 1.13.

If the Offeror's proposal contains protected/proprietary information (refer back to the Protected Information section of this RFP for additional information) then Offeror must submit a redacted copy of the proposal at the same time Offeror submits its proposal. The redacted copy of the Offeror's proposal must be submitted in compliance with other sections of this RFP.

If there is no protected information, indicate "None" in this section.

Failure to comply with this Section and Section 1.13 of this RFP releases the State from any obligation or liability arising from the inadvertent release of Offeror information.

4. **Section Title: Potential Conflicts of Interest.** Offeror must identify any conflict, or potential conflict of interest, that might arise during the contract. If no conflicts are identified or expected, indicate "None" in this section.
5. **Section Title: Exceptions and/or Additions to the Standard Terms and Conditions.** Proposed exceptions and/or additions to the Standard Terms and Conditions *must* be submitted in this section. Offeror must provide all proposed exceptions and/or additions, including an Offeror's terms and conditions in Microsoft Word format for redline editing. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in terms and conditions negotiations.

If there are no exceptions or additions to the Standard Terms and Conditions, indicate "None" in this section.

6. Section Title: Mandatory Requirements.

Offeror must provide the required narratives that demonstrate compliance with the stated Mandatory Minimum Requirements/Qualifications. Offeror's failure to meet any one of the mandatory requirements will result in the proposal being classified as non-responsive and will be rejected under the provisions of the Utah Procurement Code.

7. Section Title: Technical Requirements. This section describes the knowledge, skills, and abilities of a conservation organization regarding the Detailed Technical Requirements described in Section 2.3. Written narratives that are responsive to the categories provided in Section 2.3, as well as supporting documentation or citations, are to be included to provide support and credibility to the proposal.

3.2 ERRORS IN PROPOSALS

Pursuant to Utah Administrative Code R33-7-403, the following shall apply to the correction or withdrawal of an unintentionally erroneous proposal, or the cancellation of an award that is based on an unintentionally erroneous proposal. A decision to permit the correction or withdrawal of a proposal or the cancellation of an award or a contract shall be supported in a written document, signed by the chief procurement officer or head of a procurement unit with independent procurement authority.

(1) Mistakes attributed to an offeror's error in judgment may not be corrected.

(2) Unintentional errors not attributed to an offeror's error in judgment may be corrected if it is in the best interest of the procurement unit and correcting the error maintains the fair treatment of other offerors.

(a) Examples include:

- (i) missing signatures,
- (ii) missing acknowledgement of an addendum;
- (iii) missing copies of professional licenses, bonds, insurance certificates, provided that copies are submitted by the deadline established by the chief procurement officer or head of a procurement unit with independent procurement authority to correct this mistake;
- (iv) typographical errors;
- (v) non-substantive mathematical errors; or
- (vi) other errors deemed by the chief procurement officer or head of a procurement unit with independent procurement authority to be immaterial or inconsequential in nature.

(3) Unintentional errors discovered after the award of a contract may only be corrected if, after consultation with the chief procurement officer or head of a procurement unit with independent procurement authority and the attorney general's office or other applicable legal counsel, it is determined that the correction of the error does not violate the requirements of the Utah Procurement Code or these administrative rules.

PART 4: PROPOSAL EVALUATION

4.1 PROPOSAL EVALUATION

All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, Administrative Rules, policies and the evaluation criteria in this RFP.

Offerors bear sole responsibility for the items included or not included within the proposal submitted by the Offeror. Each area of the evaluation criteria must be addressed in detail in the proposal.

4.2 Proposal Evaluation Process

Stage 1: Initial Review

In the initial phase of the evaluation process, the conducting procurement unit will review all proposals timely received. Non-responsive proposals not conforming to RFP requirements or unable to meet the minimum and/or mandatory requirements will be eliminated from further consideration.

Stage 2: Technical Proposal Evaluation

Responsive proposals will then be evaluated by an evaluation committee appointed by the conducting procurement unit against the proposal evaluation criteria noted in Attachment C. Attachment C establishes the minimum score threshold for this RFP.

Final Stage: Cost Proposal Evaluation

This is a no cost Request for Proposal.

4.3 Determination of Best Value

Subject to Section 63G-6a-709(2) of the Utah Procurement Code, in determining which proposal provides the best value to the Conducting Procurement Unit, the evaluation Committee and the Conducting Procurement Unit, pursuant to Section 63G-6a-708 of the Utah Procurement Code, shall prepare a written justification statement that: (i) explains the score assigned to each evaluation category; and (ii) explains that the

proposal with the highest total combined score provides the best value to the Conducting Procurement Unit, or if a cost benefit analysis is required, the final determination based on the evaluation criteria.

PART 5: PROPOSAL AWARD PROCESS

After the completion of the proposal evaluation process and the justification statement, the evaluation committee shall submit the proposals, evaluation score summary sheet, and justification statement to the UDWR. The UDWR will then recommend the highest scoring conservation organization to the Wildlife Board for final approval.

5.1 AWARD OF CONTRACT

After the evaluation and final scoring of proposals is completed, UDWR will recommend the highest scoring acceptable proposal for approval by the Wildlife Board. All proposals, the evaluation score sheet summary, and justification statements will be provided to Wildlife Board representatives for their consideration as part of a public meeting. If approved by the Wildlife Board, the conservation organization and the UDWR will negotiate a contract for administration of the Wildlife Exposition and other responsibilities described in Utah Admin. Code R657-55 and this RFP.

All Offerors must make contact information of their conservation organization available to the Department of Workforce Services in accordance with Utah Code §35A-2-203. This requirement does not preclude the selected conservation organization from advertising job openings in other forums throughout the state.

5.2 PUBLICIZING AWARD

UDWR shall, on the next business day after the contract between UDWR and the selected conservation organization is executed, make available to each offeror and to the public a written statement that includes:

- (a) the name of the selected conservation organization and the total score awarded by the evaluation committee to that Offeror;
- (b) the total score awarded by the evaluation committee to each conservation organization not selected; and
- (c) the proposals submitted in response to the RFP.

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) **"Proposal"** means Contractor's response to the State Entity's Solicitation.
 - g) **"Solicitation"** means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after termination of the Contract, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.
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.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.

6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause 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:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 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; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties and approved by the Wildlife Board pursuant to Utah Admin. Code R657-55-4, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. The State Entity may terminate this Contract, in whole or in part, at any time and for any reason, by 10 days written notice.

In the event that this Contract is terminated in a manner consistent with the terms of this Contract prior to the hosting of the wildlife exposition for that exposition year, Contractor may continue to host a wildlife expo within the State of Utah, but shall not have authority to distribute the wildlife permit expo series at the exposition, and shall have no remedy or cause of action against the State of Utah for terminating such authority. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice of termination.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State

Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

16. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to the State Entity within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.
17. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **PUBLIC INFORMATION:** Contractor agrees that this Contract and all related documents in the possession of State Entity will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract and related documents in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract and related documents.
19. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance of the Services to perform an analysis of the Services provided to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (ii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
20. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
21. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
22. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
23. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
24. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
25. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

26. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; (ii) Contractor's material breach of any term or condition of this Contract; or (iii) any violation of the Wildlife Code or Utah Admin. Code R657-55. The State Entity may 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 Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; or (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah.
27. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
28. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
30. **PUBLICITY:** Contractor is responsible for all advertising and publicity matters relating to this Contract. Contractor shall not use the name or emblem of State Entity in any advertising or publicity matters without State Entity's prior written permission.
31. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
32. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
33. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
34. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
35. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, each party shall be responsible for costs they incur, and under no circumstance will the prevailing party be entitled to recover its costs and expenses, including reasonable attorney's fees incurred in connection with such action, from the other party.
36. **PROCUREMENT ETHICS:** 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, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person 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.

37. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
38. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) the body of the Contract; (ii) this Attachment A; (iii) Contract Signature Page(s); and (iv) any other attachment listed on the Contract Signature Page(s). Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
39. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
40. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
41. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 1 July 2015)

**ATTACHMENT B: STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS
(FOR NON-DTS CONTRACTS ONLY)**

- 1. CONTRACTOR ACCESS TO SECURE STATE FACILITIES, STATE OF UTAH DATA, AND STATE OF UTAH TECHNOLOGY:** An employee or Subcontractor of Contractor is required to pass a review of criminal history if said employee or Subcontractor will have access to State of Utah facilities, State of Utah data, or State of Utah technology. "State of Utah data" includes nonpublic data, non-public personal information data, confidential information, or protected health information. Prior to each annual Wildlife Exposition, and at Contractor's expense, Contractor shall provide the State Entity with evidence that all employees or Subcontractors required to pass a review of criminal history prior to access State of Utah facilities, State of Utah data, State of Utah technology. The State Entity will also provide Contractor with a Disclosure Form and Confidentiality Agreement which must be completed by Contractor and returned to the State Entity. State Entity reserves the right to revoke any access to State of Utah facilities, State of Utah data, and State of Utah technology granted in the event that an employee or Subcontractor fails to pass a review of criminal history. Contractor agrees to notify the State Entity if an arrest or conviction of any employee of Contractor or a subcontractor of Contractor that has access to State of Utah facilities, State of Utah data and State of Utah technology occurs during this Contract. Contractor, in executing any duty or exercising any right under this contract, shall not cause or permit any of its employees or employees of a subcontractor (if any) who have been convicted of a felony or misdemeanor to have access to State of Utah facilities, State of Utah data, and State of Utah technology. A felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred. Specific attention will be placed on any conviction relating to crimes of dishonesty or moral turpitude.
- 2. DRUG-FREE WORKPLACE:** When applicable, Contractor agrees to abide by the drug-free workplace policies of the State Entity while on State of Utah premises. The State Entity will provide Contractor with a copy of these written "drug-free workplace policies" upon request.
- 3. CODE OF CONDUCT:** When Contractor's employees or subcontractors are working at facilities controlled or owned by the State Entity, Contractor agrees to follow and enforce the applicable code of conduct policy.
- 4. SUSPENSION OF WORK:** Should circumstances arise which would cause the State to suspend the work, but not terminate this Contract, this will be done by written notice. The work may be reinstated upon advance written notice from the State Entity.
- 5. SECURE PROTECTION AND HANDLING OF STATE DATA:** Copies of records provided to Contractor to facilitate the application for wildlife expo permits by the public shall be considered the property of Contractor once in their possession. If Contractor is given State of Utah data as part of this Contract, the protection of State of Utah data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of State of Utah data. To the extent that Contractor is given State of Utah data, Contractor shall safeguard the confidentiality, integrity, and availability of the State of Utah data and comply with the following conditions:
 - 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:
 - (1) Those standards the State of Utah applies to its own network, found outlined in *The Department of Technology Service's Policy 5000-0002 Enterprise Information Security Policy* (copy available upon request);
 - (2) Current standards set forth and maintained by the National Institute of Standards and Technology, including those at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; or
 - (3) Any generally recognized comparable standard that Contractor then applies to its own network that is approved by the State of Utah's Department of Technology Services in writing, if required by the State of Utah laws.
 - 2. Security:** Contractor agrees to protect and maintain the security of 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, but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (e.g., Microsoft Notification).
 - 3. Transmission:** Contractor agrees that any and all transmission or exchange of system application data with the State Entity and 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. Storage:** Contractor agrees that all State of Utah data will be stored and maintained in data centers in the United States. Contractor agrees 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, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process. Contractor shall permit its personnel and subcontractors to access non-State Data remotely only as required to provide technical support. Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.
 - 5. Encryption:** Contractor agrees to store all data provided to Contractor 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 has access to the State of Utah network or stores any non-public State of Utah data is equipped with strong and secure password protection.
 - 7. Re-Use:** Contractor agrees that State of Utah data shall be used expressly and solely for the purpose enumerated in this contract. 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 Entity.

8. **Destruction:** Contractor agrees that upon expiration or termination of this contract, 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 thirty (30) days of the expiration or termination of this contract or within seven (7) days of the request of the State Entity, whichever shall come first, unless the State Entity provides Contractor with a written directive. It is understood by the parties that the State's written directive may request that certain data be preserved in accordance with applicable law.

9. **Services Shall Be Performed Within United States:** Contractor agrees that all of the services related to State of Utah data that it provides to Contractor will be performed by Contractor or its subcontractor(s) within the borders and jurisdiction of the United States.

6. **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 personal information or other events requiring notification. In the event of a data breach of any Contractor's security obligations or other event requiring notification under applicable law (Utah Code §§ 13-44-101 thru 301 et al.), Contractor agrees at its own expense to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend the State Entity and the State of Utah against any claims, damages, or other harm related to such notification event.

7. CHANGE MANAGEMENT:

1. Contractor agrees to the State's Software Development Life Cycle Policy. The Software Development Life Cycle Policy requires any Contractor developing software for the State to work with the Department of Technology Services, if required by the State of Utah laws, in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance. Upon request, the State will provide Contractor with a copy of the latest version of the Software Development Life Cycle Policy.

2. Per the Change Management Policy, any Goods furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify the State of Utah's infrastructure must be reviewed by the Department of Technology Services Change Management Committee, if required by State of Utah laws. If required, the Department of Technology Services will notify Contractor if this change control requirement is applicable. Following this notification, any outages or Data Breaches which are a direct result of Contractor's failure to comply with the instructions and policies following notification will result in Contractor's liability for any and all damages resulting from or associated with the outage or Data Breach.

8. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, or intellectual property owned or licensed by the other. The State Entity and Contractor each agree that without prior written consent of the other or as described in this contract, it shall not use the name, any logo, or intellectual property owned or licensed by the other.

9. **OWNERSHIP IN CUSTOM DELIVERABLES:** It is not anticipated that Contractor will provide any type of custom deliverables to the State Entity pursuant to this Contract. To the extent that custom deliverables are delivered to State Entity under this contract, they are not recognized as work made for hire. Contractor hereby grants to State Entity a perpetual, irrevocable, royalty-nonrevocable license to utilize any custom deliverable to the extent it is necessary to facilitate Contractor's rights and obligations under this Contract, subject to the following:

1. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and

2. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the services or creating the deliverables, other than portions that specifically incorporate proprietary or confidential information or deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the deliverables.

3. Contractor agrees to grant to the State a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity to use the custom deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's internal purposes, such custom deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered custom deliverables or work product, for any reason whatsoever, Contractor grants the State a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to

Revision Date 1 July 2015

sublicense, for the State Entity's internal business operation under this contract. The State Entity may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

10. **PROTECTION AND USE OF RECORDS:** Except for records specifically created or maintained by the State of Utah, or records shared with the State of Utah pursuant to this Contract or as required by state or federal law, all records created by Contractor pursuant to this Contract shall remain the property of Contractor. Contractor agrees that they will not distribute personally identifying information of a State of Utah client without prior authorization from the client to do so. The improper use or disclosure 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 Contractor's responsibilities under this contract is prohibited except on written consent by the State. Contractor will be required to sign a Confidential Information Certification form in situations where they will be given access to confidential computerized records. Contractor agrees to maintain the confidentiality of records it holds for the State as required by applicable federal, state, or local laws.
11. **PROTECTION AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** In the event that the State Entity provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this contract, Contractor agrees to hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, otherwise dispose of, give, disclose such information to third parties, or use such information for any purpose whatsoever other than the performance of this contract. 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 Contractor or its subcontractors, except for the performance of this contract, unless prior written consent has been obtained in advance from the State.
12. **PROTECTION AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** Any documents and data belonging to State Entity must be returned to the State Entity within thirty (30) working days after termination or expiration of this Contract, regardless of the reason for contract termination, and without restriction or limitation to their future use. Any State Entity or State of Utah data that may be returned under provisions of this Section must either be in the format as originally provided, in a format that is readily usable by the State, or that can be formatted in a way that it can be used. The costs for returning documents and data to the State Entity are included in this Contract.
13. **TERMINATION UPON DEFAULT:** In the event this Contract is terminated as a result of a default by Contractor, the State Entity may procure or otherwise obtain, upon such terms and conditions as the State deems appropriate, services similar to those terminated, and Contractor shall be liable to the State Entity for any and all damages arising therefrom, including, but not limited to, attorneys' fees and excess costs incurred by the State Entity in obtaining similar services.
14. **COMPLIANCE WITH ACCESSIBILITY STANDARDS:** Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractors must also adhere to Utah Administrative rule R895-14-1-3-3, which states that vendors developing new websites or applications are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency; and Rule R895-14-1-4-2, which states that vendors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents. Contractor acknowledges that all Goods and Custom Deliverables that it licenses, contracts, or sells to DTS under this contract are accessible to people with disabilities.

(Revision Date: 3 August 2015)

**Attachment C: Wildlife Resources Annual Wildlife Conservation Expo
SOLICITATION # AS16003
RFP EVALUATION SCORESHEET**

*DRAFT: This document is intended to be a draft and should not be returned to the Division of Purchasing. Please return this document to the evaluation cor
This document is not subject to GRAMA pursuant to Utah Administrative Code R33-7-702(2).*

Firm Name: _____
 Evaluator: _____
 Date: _____

Score will be assigned as follows:

- 1 = Poor, fails to address the requirements in the RFP
- 2 = Fair, addresses the requirements in the RFP unsatisfactorily
- 3 = Good, addresses all requirements in the RFP satisfactorily
- 4 = Very Good, addresses all requirements in the RFP and may exceed some
- 5 = Superior, addresses all requirements in the RFP and exceeds them

Minimum Mandatory Requirements	RFP Section	Evaluation (Pass/Fail)
1 Offeror qualifies as "conservation organization"	2.2.1	
2 Ability to attract a conservation expo	2.2.2	
3 Administration of Wildlife Expo Permit Drawing	2.2.3	
4 Good Standing with State of Utah	2.2.4	
5 Organization information on application	2.2.5	
6 Mission Statement	2.2.6	
7 Business Plan (six required protocols)	2.2.7	
8 Commercial general liability insurance	2.2.8	
9 5 year commitment	2.2.9	
10 Submit to audit	2.2.10	

Scoreable Technical Criteria	RFP Section	Evaluator Score (1-5)	Criteria Weight	% of Tech Criteria	Points Possible	Points Earned	Minimum Required
1 Viability of Business Plan	2.3.1						
a Expo Operations	2.3.1.a		20	20.0%	100.0		
b Economic Considerations	2.3.1.b		10	10.0%	50.0		
c Promotion of hunting, fishing, and trapping in Utah	2.3.1.c		10	10.0%	50.0		
Ability to organize and conduct a secure and fair permit drawing	2.3.2		20	20.0%	100.0		
3 Proposed use of revenue to benefit wildlife in Utah	2.3.3		30	30.0%	150.0		
4 Historical contribution to wildlife in Utah	2.3.4		10	10.0%	50.0		
				100.0%	500.0		

Required Technical Point Threshold	RFP Section	Min Percent	Min Points Required	Points Earned	Percent Earned	Evaluation
			300.0	0.0	0.0%	

*Cost	RFP Section	Low Cost Option	Offered Cost	Percent of Total	Points Possible	Points Earned
					0.0	0.0

*There is no pricing component for this RFP.

Total Evaluation Points	Percent of Total	Points Possible	Points Earned
Total Technical Evaluation Points	0%	500.0	0.0
Total Cost Evaluation Points (Not applicable)	0%	0.0	0.0
Total Evaluation Points	0%	500.0	0.0

AS16003 Wildlife Resources Annual Wildlife Conservation Expo Scoresheet Summary

Instructions:
 Enter the solicitation number and name
 Enter each Offeror name
 Enter the Criteria name for each category
 Enter the Weight in column B that corresponds to the Criteria Weight on the Score Sheet tab column J for each criterion
 Enter the Total Possible Points for each Criterion, Cost Points, and Score Summary section
Mandatory Minimum Requirements: Evaluate each offer and enter pass or fail
 Ensure that the number of evaluator lines matches the number of evaluators
 Offers not meeting the Minimum Mandatory Requirements will not be evaluated
 Ensure that the Total Average Score formula includes all of the evaluator line items
Technical Scores: Enter each evaluator score for each offer

Signatures: _____ **Date:** _____
 Evaluator 1 _____
 Evaluator 2 _____
 Evaluator 3 _____
 Evaluator 4 _____
 Evaluator 5 _____

	Minimum Mandatory Requirements	Offeror A	Offeror B	Offeror C	Offeror D
1	Offeror qualifies as "conservation organization"				
2	Ability to attract a conservation expo				
3	Administration of Wildlife Expo Permit Drawing				
4	Good Standing with State of Utah				
5	Organization information on application				
6	Mission Statement				
7	Business Plan (not required preferred)				
8	Commercial general liability insurance				
9	5 year commitment				
10	Ability to audit				

Weight	Technical Scores	Offeror A	Offeror B	Offeror C	Offeror D
	Criteria #1.a : Expo Operations				
	Evaluator 1				
	Evaluator 2				
	Evaluator 3				
	Evaluator 4				
	Evaluator 5				
	Total Average Score	0.0	0.0	0.0	0.0
50.0	Criteria #1.a - Total Points (Total Possible Points = 100)	0.0	0.0	0.0	0.0
	Criteria #1.b : Economic Considerations				
	Evaluator 1				
	Evaluator 2				
	Evaluator 3				
	Evaluator 4				
	Evaluator 5				
	Total Average Score	0.0	0.0	0.0	0.0
50.0	Criteria #1.b - Total Points (Total Possible Points = 50)	0.0	0.0	0.0	0.0
	Criteria #1.c : Promotion of hunting, fishing, trapping in Utah				
	Evaluator 1				
	Evaluator 2				
	Evaluator 3				
	Evaluator 4				
	Evaluator 5				
	Total Average Score	0.0	0.0	0.0	0.0
50.0	Criteria #1.c - Total Points (Total Possible Points = 50)	0.0	0.0	0.0	0.0
	Criteria #2: Ability to organize and conduct the permit draw and secure applicant data				
	Evaluator 1				
	Evaluator 2				
	Evaluator 3				
	Evaluator 4				
	Evaluator 5				
	Total Average Score	0.0	0.0	0.0	0.0
30.0	Criteria #2 - Total Points (Total Possible Points = 100)	0.0	0.0	0.0	0.0
	Criteria #3: Proposed use of revenue				
	Evaluator 1				
	Evaluator 2				
	Evaluator 3				
	Evaluator 4				
	Evaluator 5				
	Total Average Score	0.0	0.0	0.0	0.0
15.0	Criteria #3 - Total Points (Total Possible Points = 150)	0.0	0.0	0.0	0.0
	Criteria #4: Historical Contribution				
	Evaluator 1				
	Evaluator 2				
	Evaluator 3				
	Evaluator 4				
	Evaluator 5				
	Total Average Score	0.0	0.0	0.0	0.0
5.0	Criteria #4 - Total Points (Total Possible Points = 50)	0.0	0.0	0.0	0.0
	Total Technical Points (Total Possible Points = 500)	0.0	0.0	0.0	0.0
	Score Summary	Offeror A	Offeror B	Offeror C	Offeror D

Grand Total Points (Total Possible = 500)	00	00	00	00
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AS16003 Wildlife Resources Annual Wildlife Conservation Expo Scoresheet Summary

Instructions:

Important Note: Do not post this entire document to Bid Sync.
 This serves as a guide only. Develop a separate document to post on Bid Sync so that the other Worksheet tabs are NOT included on your Bid Sync Posting.

Enter the solicitation number and name.

Enter the name of the winning firm, but all other Offeror names will be labeled alphabetically.

Enter the Grand Total Score (includes technical, interview, cost and all other scores combined) for each Offeror.

Do not include the scores of Offerors who have been disqualified.

Offeror	Total Score
Company ABC	
Offeror A	
Offeror B	
Offeror C	

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Question and Answers for Bid #AS16003 - Wildlife Exposition

Overall Bid Questions

There are no questions associated with this bid.