# **Request For Proposal**

**For Financial Services** 

**RFP #34** 

3/20/2024

# **NUAMES EARLY COLLEGE HIGH SCHOOL**

2750 N School Park Blvd Layton, UT 84041 (801) 395-3350

#### **SECTION 1 - PURPOSE OF RFP**

1.01 <u>Purpose.</u> The purpose of this Request for Proposal (RFP) is to solicit proposals to enter into a contract with a qualified supplier to obtain Financial Services for NUAMES. The School is examining several alternatives of providing this product and/or service and may decide, after reviewing proposals submitted, not to enter into any agreement.

This document solicits competitive sealed proposals, from qualified businesses to perform the scope of work set forth herein. This RFP is an offer by the School to purchase, in accordance with the terms and conditions of this RFP, the products and/or services proposed by the successful supplier. Respondents are strongly encouraged to carefully read the entire RFP.

#### **SECTION 2 – GENERAL PROVISIONS**

- 2.01 <u>Administrative Guidance.</u> The information provided herein is intended to assist suppliers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested suppliers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Suppliers are at liberty and are encouraged to expand upon the specifications to evidence service capability under any proposal.
- 2.02 <u>Due Date.</u> In order for a proposal to be considered, it must be received by the School no later than 2:00 pm, mountain time on March 28, 2024. Proposal narratives should be submitted to <a href="mailto:kebooth@dsdmail.net">kebooth@dsdmail.net</a> and financial to ntaggart@dsdmail.net. Proposals received after this deadline will be late and ineligible for consideration.
- 2.03 <u>Inquiries</u>. All inquiries or requests for clarification or interpretation arising subsequent to the issuance of this RFP, must be submitted to ntaggart@dsdmail.net.
- 2.04 <u>Proposal Submission.</u> Proposals must be submitted electronically. Proposal narratives should be submitted to kebooth@dsdmail.net and financial to ntaggart@dsdmail.net
- 2.05 Important Dates. The following dates are significant for this RFP:

RFP Issued: 03/20/2024 RFP Questions Due: 03/27/2024 Due Date: 03/28/2024

- 2.06 <u>Proposal Validity Time.</u> Proposals shall remain valid for a minimum of 120 calendar days after the Proposal Due Date to allow adequate time for evaluation
- 2.07 <u>Consideration of Proposals.</u> The School may award a contract based on initial proposals received without discussion of such proposals with suppliers. Accordingly, each initial proposal should be submitted with the most favorable price and service available. The School reserves

the right to negotiate with any or all offering proposals, to reject and or all proposals, and to call for best and final offers. Suppliers shall be prepared to send qualified personnel to discuss technical and contractual aspects of their proposal at no cost to the School.

- 2.08 <u>Oral Presentation.</u> An oral presentation by a supplier to supplement a proposal may be required. These presentations will be scheduled, if required, by the School subsequent to the receipt of proposals and prior to the award of the contract.
- 2.09 <u>Gratuities.</u> The School may disqualify from consideration or terminate any subsequent contract, if it is found that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the supplier, or any agent or representative of the supplier, to any officer or employee of the School with the intent to secure a contract or secure favorable treatment with respect to the awarding or amending of a contract. Suppliers must comply with the provisions of the Utah Procurement Code, U.C.A. § 63G-6a-2304.5.
- 2.10 Award of the Contract. Upon completion of the evaluation process, the School may award a contract to the supplier whose proposal is determined to be the most advantageous to the School. The School may choose to award contracts to multiple suppliers if it would be in the best interest of the School. The School is the only agency authorized to award a contract. All pertinent School policies and State of Utah statutes, codes, and regulations apply. Any contract resulting from this RFP will include, but not be limited to, the School's Purchase Order Contract Terms and Conditions and the applicable conditions outlined in this RFP.
- 2.11 <u>Contract Period and Effective Date.</u> The anticipated contract term will be from the date of award through completion of the project. The contract shall be renewable for up to 5 additional one-year renewal periods. The total contract period will not exceed five (5) years. Annual renewal is contingent upon the School's satisfaction with the services performed and the overall performance of the supplier.
- 2.12 <u>Protected Information.</u> The Utah Procurement Code, U.C.A. § 63G-6a-101 et seq., the Government Records Access and Management Act, U.C.A. § 63G-2-101 et seq. ("GRAMA"), and Utah State procurement rules provide that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

A claim of business confidentiality may be appropriate for information such as client lists and nonpublic financial statements. Pricing and service elements may not be protected. An entire bid may not be protected under a claim of business confidentiality. The claim of business confidentiality must be submitted with the bid on the form provided. Failure to complete this form may result in the disclosure of information contained in a bid if a GRAMA request is received.

To ensure the information is protected, Procurement Services asks the bidder to clearly identify in the Executive Summary and in the body of the bid any specific information for which a bidder claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the School. Materials may be evaluated by anyone designated by the School as part of the evaluation committee. Materials submitted may be returned only at the School's option.

- 2.13 <u>Notices.</u> The supplier must specify the name, title, address, phone and email address of the person to whom all correspondence regarding any contract awarded as a result of this RFP should be directed (including amendments to the contract). All amendments must be in writing and signed by both parties.
- 2.14 <u>Incurring Costs.</u> The School will not be liable for any cost which suppliers may incur in the preparation or presentation of their proposal(s). Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings or promotional materials are neither desired nor required. However, there is no intent within these instructions to limit a proposal's content or to exclude any relevant or essential data therefrom.
- 2.15 Addendum to RFP. In the event that it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all suppliers on record as having received this RFP.
- 2.16 <u>Alternative Proposals.</u> A supplier may submit more than one proposal, each of which must follow the Proposal Response Outline (section 4 hereof) and satisfy the requirements of this RFP. The supplier's prime proposal must be complete and comply with all instructions. The alternative proposals may be in abbreviated form following the Proposal Response Outline but providing complete information only for sections which differ in any way from those contained in the prime proposal. If alternative proposals are submitted, the supplier must explain the reasons for the alternative(s) and its comparative benefits. Each proposal submitted will be evaluated on its own merits.
- 2.17 <u>Authorized Supplier Representatives.</u> The proposal will list the name, title, office address, telephone number, fax number and email address of the person(s) authorized to represent the supplier regarding this RFP. The School reserves the right to (1) interview and select supplier's personnel who will provide services and (2) negotiate a change in the individual assigned to represent the supplier awarded this contact if the assigned representative is not supplying the needs of the School appropriately. The right shall carry forward through the response period and during the term of the contract.
- 2.18 Award of Subcontracts. For each subcontract, if any, which the supplier proposes to award, the supplier shall specify in writing the proposed subcontractor's name and address, and the purpose of the subcontract. Any supplier proposing subcontracts as a part of a proposal must explicitly state so in the proposal, and must include the above stated information for each subcontract. Written approval by the School is required prior to the awarding of any subcontracts.
- 2.19 <u>Assignment.</u> The successful supplier shall not assign or subcontract any portion of its obligations under the contract without the prior written consent of the School. Assignment or subcontracting shall in no way relieve the successful supplier of any of its obligations.
- 2.20 <u>Contract Jurisdiction, Choice of Law and Venue:</u> The provisions of any contract resulting from this RFP shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this contract or the breach thereof. Venue shall be in Ogden, Utah, in the Second District Court for Weber County.

- 2.21 <u>Compliance.</u> The supplier hereby agrees to abide with all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or possessing any and all permits and licenses that may be required.
- 2.22 <u>Cancellation.</u> Inadequate delivery or failure to adhere to the contract covenants may result in cancellation of the contract. The supplier shall be responsible for reimbursing the School for expenses incurred as a result of unacceptable service. In the event that either party determines that a material breach has occurred that would be cause for cancellation of the contract, the party wishing to cancel shall notify the other party of the alleged breach in writing, and allow the defaulting party thirty (30) days in which to cure the alleged breach. If the alleged breach is not cured or substantial steps to cure the alleged default are not taken within this period, the non-defaulting party may cancel the contract at the end of said thirty (30) day period.
- 2.23 <u>Acceptance of Services Rendered.</u> The School, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the contract satisfy the requirements as identified in the contract.
- 2.24 <u>State and Local Taxes.</u> The School's sales and use tax exemption number is 11843690-22-STC. Exemption certification information appears on all purchase orders issued by the School and as such taxes will not apply unless otherwise noted. NUAMES is also classified by the IRS as a 501(c)(3).
- 2.25 <u>Anti-Collusion.</u> The submittal of a proposal constitutes agreement that the supplier has not divulged its proposal to suppliers, nor has the supplier colluded with any other suppliers or parties to a proposal what-so-ever.
- 2.26 <u>Indemnification.</u> The Supplier shall hold harmless, defend and indemnify Weber State School and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this contract by Supplier, or (b) Supplier's use of School premises, or (c) any act, error, or omission on the part of the Supplier, or its agents, employees, or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of NUAMES, its officers, employees or agents.
- 2.27 Insurance. The Supplier shall maintain Commercial General Liability insurance with per occurrence limits of at least \$1,000,000 and general aggregate limits of a least \$2,000,000. Supplier shall also maintain, if applicable to Supplier's operations or performance of this contract, Business Automobile Liability insurance covering Supplier's owned, non-owned and hired motor vehicle and/or Professional and Omissions (E&O) Liability Insurance and Employee Dishonesty bonding coverage or such coverages as required by Federal, State, and local laws governing the services described herein. Liability insurance with liability limits of at least \$1,000,000 per occurrence. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the School.

The Supplier shall maintain all employee related insurance, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its

employees involved in performing services pursuant to this contract. Supplier shall also maintain "special form" property insurance at replacement cost applicable to Suppliers property or its equipment and that contains a waiver of subrogation endorsement in favor of the School.

The Supplier's insurance carriers and policy provisions must be acceptable to the School's Risk Manager and remain in effect for the duration of the contract. NUAMES shall be named as additional insured on the Commercial General Liability insurance policy by endorsement. Supplier will cause any of its subcontractors, who provide materials or perform services relative to the contract. To also maintain the insurance coverages and provisions listed above.

- 2.28 <u>Restrictions.</u> All proposals must clearly set forth any restrictions or provisions deemed necessary by the supplier to effectively perform the contract.
- 2.29 Restrictions On Communications with School Staff. From the issue date of this RFP until a contractor is selected and a contract award is made, supplier are not allowed to communicate about the subject of this RFP with any School administrator, faculty, staff, or members of the Board of Trustees except the Purchasing Official assigned to this RFP, other Procurement Services staff members, individuals authorized in writing by the Purchasing Official, and School representatives during supplier presentations. If violation of this provision occurs, the School reserves the right to reject the supplier's proposal.
- 2.30 Official Communication. During this RFP process (from the date of issue through the date of contract award or other final decision), the Purchasing Official is the sole source of official information regarding this RFP. All other communications, both oral and written, which are received by any representative of the business from other sources should be confirmed by the business with the Purchasing Official as being true and accurate prior to incorporating such information into its response. This refers to both formal and informal conversations and communications. Significant changes to this RFP will always be issued as a formal, written addendum.
- 2.31 Record Keeping and Audit Rights. Any supplier providing goods or services under any Contract shall maintain accurate accounting records for all goods and services provided thereunder, and shall retain all such records for a period of at least four (4) years following termination of the Contract. Upon reasonable notice and during normal business hours the School, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the Contract. The School's audit rights shall extend throughout the term of the Contract and for a period of at least three (3) years thereafter.
- 2.32 <u>Payment and Performance Evidence.</u> Supplier may be requested to provide evidence of financial responsibility, which demonstrates the Supplier's ability to perform the services contemplated by the RFP. Such evidence of financial strength may be in the form a performance bond, letter of credit, financial statements or other form which is reasonably acceptable to the School.
- 2.33 <u>Price Reduction.</u> If at any time after the award of a contract, the successful supplier reduces the price of any article or service covered under the contract resulting from this RFP, the successful supplier shall give the School proportionately reduced pricing for such articles or services.

- 2.34 <u>Solicitation of Employees.</u> The selected supplier and the School agree not to solicit each other's employees for a period of 2 years following completion of contract.
- 2.35 <u>Debarment.</u> The Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Supplier cannot certify this statement, attach a written explanation for review by WSU. The Supplier must notify the Director of Purchasing for NUAMES within 30 days if debarred by any governmental entity during the contract period.
- 2.36 <u>Standard Contract Terms and Conditions.</u> Any contract resulting from this RFP will include but not be limited to the terms and conditions contained within this RFP. Exceptions and or additions to the terms and conditions are strongly discouraged.

Exceptions and additions to the terms and conditions must be submitted with the proposal response. Exceptions, additions, service level agreements, etc., submitted after the date and time for receipt of proposals will not be considered. Website URL's or information on website URLs must not be requested in the RFP document and must not be submitted with a proposal. URL's provided with a proposal may result in that proposal being rejected as non-responsive. URL's are also prohibited from any language included in the final contract document.

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

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

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

2.37 Warranty. The Supplier agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts or sells to the School under this proposal for a period of at least one (1) year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Supplier acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Supplier warrants that: (1) the product will do what the sales person said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the School has relied on the Supplier's skill or judgment to consider when it advised the School about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the School has not been warned. Remedies available to the School include the following: The Supplier will repair or replace (at no charge to the

School) the product whose nonconformance is discovered and made known to the Supplier in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Supplier will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the School may otherwise have under this contract.

- 2.38 Endorsement. Unless specifically authorized in writing by the School on a case by case basis, the Supplier shall have no right to use, and shall not use, the name of NUAMES, its officials or employees, or the seal or mark of the School in advertising, publicity, or promotion; nor to express or imply and endorsement of Supplier's supplies or services.
- 2.39 Equal Opportunity. Consistent with School's policies, in connection with any work performed upon acceptance of bid, the Supplier agrees to abide by the letter and spirit of the Civil Rights Act of 1964, 45 CFR 90, and Federal Executive Order No. 11246, as amended by Executive Order No. 11375, as applicable, which are incorporated herein by reference. Supplier also agrees to comply with the American's with Disabilities Act of 1990 and Sections 503 and 504 of the Rehabilitation Act of 1973. Supplier agrees to comply with the provisions of the Utah Antidiscrimination Act and any Utah Executive Order regarding discrimination. Supplier agrees to incorporate these provisions as necessary with regard to any supplier contracts and to provide all required notices to each labor union or workers' representative stating the Supplier's responsibilities under these provisions. Specifically, Supplier agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual preference, marital status, veteran's status, status with regard to public assistance, disability or age. This provision will include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment advertising, lay off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Supplier further agrees to take affirmative action to insure equal employment opportunities.
- 2.40 <u>Further Agreements.</u> In addition to a proposal, the School may require a supplier to execute certain additional documents or agreements, including without limitation a Contract, for the purpose of clarifying the intention of the parties with respect to providing the goods or services hereunder.
- 2.41 <u>Relationship of the Parties.</u> In assuming and performing the obligations of any Contract, the School and any supplier shall each be acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner or employee of the other.
- 2.42 Compliance with Payment Card Industry Data Security Standard, Data Privacy and Cardholder Information Security Program.
  The Supplier agrees to comply with the Payment Card Industry Data Security Standard (PCIDSS), Data Privacy and with Visa's Cardholder Information Security Program (CISP).
- 2.43 <u>Title to Designs and Copy.</u> Title to all concepts, plans, strategies, and other supplies and services produced/purchased as a result of this RFP, will become the property of NUAMES.

- 2.44 <u>Status Verification.</u> If a contract is awarded through this RFP for the physical performance of services within the State of Utah, supplier or supplier's agent, supplier, subcontractor or service provider is required to register and participate in the Status Verification System (E-verify) to verify the work eligibility status of the supplier's or supplier's agent's, supplier's or subcontractor's or service provider's employees hired on or after July 1, 2009 and employed in the State of Utah, in accordance with UCA Section 63G-12-302.
- 2.45 <u>Tax Lien.</u> Contractor (or bidder) certifies and warrants that Contractor (or bidder) does not have an outstanding tax lien in the state of Utah.
- 2.46 <u>Conflict of Interest.</u> Supplier represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with Section 67-16-8, Utah Code Annotated, 1953, as amended. Supplier also represents that it has no conflict of interest in performing the services for the School under this Contract, unless such conflict of interest has been disclosed to the School and approval to proceed, notwithstanding the conflict, has been obtained from the School in writing.

#### **SECTION 3 - SPECIFICATIONS**

3.01 <u>Scope.</u> NUAMES Early College High School is seeking a provider for financial services. The school consists of two campus, 1,166 students and 79 employees, 66 who are full-time.

Services being requested include:

# **Accounts Payable:**

- Process Invoices
- Coding and Classing
- W9, 1099 & 1096
- Authorize and process bills
- Maintain Vendor Files
- Store Invoices for Audit Review

# **Accounts Receivable:**

- State Funding Recording
- Monitor Restricted Funds
- Sales Tax Reimbursement
- Grant Funds Oversight
- Deposits

# **General Ledger:**

- Reconcile Receivables & Payables
- Journal Entries
- Year-end Close
- Maintain Chart of Accounts Required by the USBE

#### Banking:

- Monitor and Record Bond Trust Account Transactions
- Bank Reconciliations
- Review for Fraud or Misuse
- Manage Banking Relationships
- Debit Card and Signature Cards & Account Maintenance

#### Audit:

- Advise on Auditor Selection
- Engage Auditor & Review Contracts
- Provide All Source Docs, Contracts, etc., During an Audit
- Review Final Auditor Reports
- Auditor Trial Balance Review
- Annual Adjusting Journal Entries to Full Accrual
- Audit Upload and Dissemination

# **Payroll Requirements:**

- Payroll
- Employee Portal

- Paychecks and Direct Deposit
- Personal Employee Payroll Records
- Interface with financial system
- URS
- Process Payroll

#### Taxes:

- Federal Quarterly & Annual Withholdings
- State Income Tax Withholding
- W-2, W-4 and W-3
- E-Verify Processing
- I-9

#### **Benefits**

- Benefits Liabilities Monitoring & Reconciliation
- 401K Contributions, Reporting & Testing
- Administer Health, Cafeteria Plan, HRA
- Employee Benefits Changes
- Renewal of Plan Documents

# **Human Resources**

- Employment Verification
- Garnishments
- WCF Claims
- URS
- FMLA, FLSA, COBRA, HIPAA, ASA & ERISA

# **Compliance Requirements:**

- Utah Grants Support and Submissions
- AFR/APR
- Utah Money Management Report
- Workers Comp Reports & Audits
- Quarterly and Annual Transparency Upload
- Special Programs, CTE, SpEd
- DOL/DWS Audits
- Fee Audit
- RFP Audit
- Class Size Reduction Data Requests
- At-Risk Audits
- UPEFS Principal Certified
- Land Trust Compliance
- Classified FTE Survey
- Form 5500 (IRS-401K Information Return) Assistance
- SAMS & DUNS
- IRS Form 990

3.02 <u>Minimum Requirements.</u> To be considered each provider must have a Certified Public Accountant and have all necessary licenses required for the tasks outlined above

# 3.03 <u>Discussion.</u>

As it applies to the above mentioned tasks supplier should show the following

- Demonstrated Ability to meet Scope of Work
- Demonstrated Technical Ability
- o Demonstrated Prior Experience
- o Qualifications and Expertise of Staff
- o Record of Compliance, Fiduciary Responsibility and Safeguards

#### **SECTION 4 - PROPOSAL RESPONSE OUTLINE**

4.01 <u>Proposal Response Outline.</u> Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and submitted in two separate files:

#### 1. FILE ONE

- Tab A. LETTER OF TRANSMITTAL The letter of transmittal should include an introduction of the suppliers company, the name, address, telephone number and email of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP. Any other information not appropriately contained in the proposal itself should also be included in the letter.
- Tab B EXECUTIVE SUMMARY The executive summary will briefly describe the supplier's approach and clearly indicate any options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the supplier. It shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.
- Tab C DETAILED DISCUSSION This section should constitute the major portion of the proposal and must contain a specific response in outline form to each section in this RFP. When a section or subsection does not request specific information and the contents are agreeable, the supplier may use language such as, "Understood and Agreed," in the proposal. All suppliers must respond to sections 2, 3 and 4, of this RFP. The response must explain how the supplier would meet the needs of the School as described in this RFP, especially Section 3 Specifications Outline numbers should correspond, in order, to the section numbers contained in this RFP. Failure to provide written response to items indicated in this RFP will be interpreted by the School as an inability by the supplier to provide the requested product, service or function. **Pricing should not be included in the technical proposal.**
- Tab D FINANCIAL REPORTS The supplier must demonstrate that its organization and any material subcontractors are in sound financial condition and/or that appropriate corrective measures are being taken to address and resolve any identified financial problems. The supplier shall submit documentation of its financial condition by providing one of the following: 1) a Business Information Report supplied by Dun & Bradstreet; 2) audited financial statements for the two most recent fiscal years; or 3) other information available in the ordinary course of business which demonstrates the supplier's financial stability.
- Tab E Miscellaneous additional information and attachments, if any may be submitted by the supplier.

# 2. FILE TWO

COST PROPOSAL - The supplier must submit a cost proposal allowing costs to

be evaluated independently of the technical proposal. Costs and pricing information should not be included in the technical proposal, but should be submitted separately as a cost proposal. The supplier with the lowest proposed price will receive 100% of the cost points. All other suppliers will receive a portion of the total cost points based on the following formula:

(Total Available Cost Points x (2 – Proposed Price / Lowest Proposed Price).

A supplier whose proposed price is more than double the lowest proposed price will receive no points. Cost points will be combined with the technical points to create a composite score.

#### **SECTION 5 - PROPOSAL EVALUATION**

- 5.01 <u>Proposal Evaluation Criteria.</u> The Selection Committee will evaluate proposals against the following weighted criteria. Each area within the technical proposal must be addressed in detail in the proposal are as follows:
  - A. Demonstrated Ability to meet Scope of Work (20)
  - B. Demonstrated Technical Ability (20)
  - C. Demonstrated Prior Experience (20)
  - D. Qualifications and Expertise of Staff (20)
  - E. Record of Compliance, Fiduciary Responsibility and Safeguards (20)
- 5.02 <u>Award of Contract</u>. All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code and all School applicable rules and policies.

Award shall be made to the supplier whose proposal is the most advantageous to the School taking into consideration price and the other evaluation factors set forth in this request for proposals.