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**REQUEST FOR PROPOSALS**  
**to**  
**The Utah State Legislature**

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**Issued by:**

**The Office of Legislative Research and General Counsel**  
**of the Utah State Legislature**



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**Hosted Cloud-Based Email, Calendar, and Instant Message Solution**

**RFP No. 2011-03**

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## **I. RFP CONTACT**

The Office of Legislative Research and General Counsel (OLRGC) of the Utah State Legislature is the issuer of this RFP and all subsequent addenda to this RFP. Inquiries regarding this RFP should be directed, in writing, to:

Thomas R. Vaughn  
Associate General Counsel  
Office of Legislative Research and General Counsel  
Email: tomvaughn@utah.gov

## **II. DEFINITIONS**

As used in this RFP:

1. "CLOUD-BASED SOLUTION" means the Hosted Cloud-Based Email, Calendar, and Instant Message Solution described in this RFP.
2. "LEGISLATURE" means the Utah State Legislature, its members, staff, staff offices, and all employees and of the Utah State Legislature and of its staff offices.
3. "MDT" means Mountain Daylight Time.
4. "MST" means Mountain Standard Time.
5. "OLRGC" means the Office of Legislative Research and General Counsel, a staff office of the Utah State Legislature, with its office located at:

Utah State Capitol Complex  
W210 House Building  
Salt Lake City, Utah 84114

6. "RFP" means this Request for Proposals to the Utah State Legislature for a "Hosted Cloud-Based Email, Calendar, and Instant Message Solution, RFP No. 2011-03."

### **III. PURPOSE OF REQUEST FOR PROPOSALS**

The purpose of this RFP is to enter into a contract with a qualified person or entity to obtain a CLOUD-BASED SOLUTION for the LEGISLATURE. It is anticipated that the contract awarded will be for a one-year period, with the LEGISLATURE having the option to unilaterally renew the contract on a yearly basis for up to four subsequent years. The number of users for the LEGISLATURE fluctuates between approximately 250 and 350 users, depending on the time of year.

### **IV. SPECIFICATIONS**

The CLOUD-BASED SOLUTION shall:

1. Be robust and secure (including use of encryption technology).
2. Meet or exceed industry standards.
3. Be user-friendly.
4. Have a high level of versatility and functionality.
5. Be fully supported by the provider on a 24-hour per day, seven-day per week basis.
6. Be available for use (including transfer of contacts, address books, email, and appointments from the LEGISLATURE'S current GroupWise system - version 8.0.2) and fully functional at the earliest possible date (no later than December 31, 2011).
7. Ensure ownership and control of records and data by the LEGISLATURE, including archiving, retention, protection, and destruction.
8. Have the ability to synchronize with, and to be accessed and controlled from, multiple mobile devices and platforms.
9. Have web browser access and support popular web browsers.
10. Support POP or IMAP.
11. Support SMTP.

## **V. TIMELINE**

The following timeline (subject to change by addendum) will be followed with respect to this RFP and the resulting contract:

1. RFP Opening Date: September 22, 2011 at 1:30 p.m., MDT.
2. Final Date for Submission of Questions: September 28, 2011 at 11:00 a.m., MDT.
3. Final Date for Addenda to RFP (related to specifications and answering questions submitted before the deadline described in Section V.2 of this RFP): September 30, 2011.
4. RFP Closing Date: October 10, 2011 at 11:00 a.m., MDT.
5. Opening of Responses to RFP: October 10, 2011 at 11:15 a.m., MDT, at OLRGC.
6. Preliminary Determination: October 12, 2011 at 4:00 p.m., MDT, at OLRGC.
7. Demonstrations of Proposed CLOUD-BASED SOLUTIONS by Finalists: October 17, 2011 at 9:00 a.m. MDT at the Utah State Capitol Building, Room 450, Salt Lake City, Utah 84114.
8. Award of Contract: October 18, 2011 at 4:00 p.m., MDT, at OLRGC.

## **VI. PRELIMINARY DETERMINATION**

A selection committee established by the Legislative Management Committee will conduct a preliminary review of responses and determine those that will be asked to make demonstrations and that will receive final consideration for award of a contract. Others may be eliminated from further consideration.

## **VII. SUBMISSION OF PROPOSALS**

### **1. SUBMISSION TIME, PLACE, AND MANNER**

An electronic copy (in PDF format) must be received by the RFP contact, Thomas Vaughn, on or before October 10, 2011 at 11:00 a.m., MDT. The electronic copy may be provided by email to [tomvaughn@utah.gov](mailto:tomvaughn@utah.gov) (our email attachment size is limited to 40MB, so if you send anything larger, you will need to break it into parts and send them separately) or may be burned to a disk and delivered to the following address:

Attention: Thomas Vaughn  
Associate General Counsel  
Office of Legislative Research and General Counsel  
Utah State Capitol Complex, W210 House Building  
Salt Lake City, Utah 84114

2. LATE SUBMISSIONS

Proposals received after October 10, 2011 at 11:00 a.m., MDT will not be considered.

**VIII. ORGANIZATION OF PROPOSAL**

The proposal must include the following information and must be organized in the following order:

1. OFFEROR INFORMATION

The first page of the proposal must include the following information, in the following format:

a. Title: "Response to RFP for Hosted Cloud-Based Email, Calendar, and Instant Message Solution, RFP No. 2011-03."

b. Offeror Summary Information:

Name:

Contact Person:

Address:

Telephone:

Fax:

Email:

Federal Tax ID Number:

c. Name of the CLOUD-BASED SOLUTION.

2. EXECUTIVE SUMMARY

A brief description of the offeror's CLOUD-BASED SOLUTION and support.

3. DETAILED RESPONSE

This section constitutes the major portion of the proposal and must include the following information:

a. A detailed description of the offeror's CLOUD-BASED SOLUTION, including:

i. A description of its compliance with the specifications described in

Section IV of this RFP.

- ii. The type of CLOUD-BASED SOLUTION, described in this RFP that the offeror is offering.
- iii. The date that the CLOUD-BASED SOLUTION will be available for use and fully functioning, with all email, appointments, address books, and contacts transferred from LEGISLATURE's current GroupWise system - version 8.0.2.
- iv. A description of the security features of the CLOUD-BASED SOLUTION, including technology, policies, and procedures for:
  - A. Incident management and response escalation.
  - B. Encryption of data in transit between users, to or from servers, and to third parties.
  - C. Encryption of data in storage and archives.
  - D. Protection of data from loss, unauthorized access, disclosure, destruction, or alteration.
- v. A description of the ability of the LEGISLATURE to manage and control the features of the CLOUD-BASED SOLUTION.
- vi. A description of the records and data control and management policies and capabilities offered.
  - A. Records (including data) of the LEGISLATURE are subject to the provisions of Utah's Government Records and Management Act. Many of these records are protected, private, or controlled. Some records are protected by the attorney-client privilege. Records are also subject to retention and destruction schedules. Thus, it is extremely important that the LEGISLATURE have complete ownership and control with respect to the retention, destruction, and disclosure of its records and data. This does not prohibit the LEGISLATURE from having its records and data stored by a private entity or from the private entity having limited access to the records for the purpose of conducting its business. However, it is essential that the LEGISLATURE understand how its records are handled and have control over them. Give a detailed description of the policies, procedures, and technology that will be provided to the LEGISLATURE to ensure that the

LEGISLATURE will have ownership and control with respect to the retention, destruction, and disclosure of its records and data.

- B. A description of the offeror's archive system, including its location, customization options, deletion cycle, and the offeror's own data backup system.
  - C. A description of the offeror's policy for the release of records in response to legal investigations.
  - D. A description of the offeror's policy for access of LEGISLATURE'S data by employees or agents of the offeror.
  - E. A description of the offeror's policy for exporting and moving data, including if the LEGISLATURE switches from offeror's system to another system in the future.
  - F. A description of the ability of the LEGISLATURE to verify compliance by the offeror with records policies.
  - G. A description of the LEGISLATURE's administrative staff's ability to search, segregate, and copy the email and appointments of all users, or multiple users specified by the LEGISLATURE's administrative staff, by sender, recipient, subject, or key words in the body of the email, appointments, and attachments. This function is important to the LEGISLATURE because it reduces staff time necessary to respond to public records requests.
- vii. A description of any uptime guarantee made by the offeror and protections provided to eliminate availability interruptions resulting from denial of service attacks or outages.
  - viii. A description of how the offeror tracks server availability metrics.
  - ix. A description of filtering functions that will be provided, including spam filtering, virus scanning and filtering, white-listing, and black-listing.
  - x. A description of the functionality of the email system, including:

- A. The ability of a user to organize, sort, and search email (both active and archived), using multiple fields, including senders, recipients, subject, and content of email.
  - B. The process for adding and removing users.
  - C. The ability to import and export contacts, contact lists, and address books.
  - D. The ability to access email in a shared folder or other location by specified individuals.
  - E. The ability to give proxy rights to mailboxes and to share address books.
  - F. The ability to retract email or schedule a delayed send.
  - G. The ability to set email rules.
  - H. Maximum message size, if any.
  - I. Maximum mailbox size and number of messages, if any.
  - J. How attachments to email work with the CLOUD-BASED SOLUTION and external clients.
- xi. A description of the CLOUD-BASED SOLUTION's compatibility with multiple mobile devices, platforms, and operating systems, whether it can be done with an enterprise server, and the cost of the enterprise server or use of the server.
- xii A description of the calendar and appointment system, including:
- A. Shared and proxy calendar access;
  - B. Appointment generation for multiple calendars;
  - C. Whether appointments can be updated or changed without requiring that an appointment be canceled and reset.
  - D. The ability to add or link documents to appointments.
  - E. The ability to conduct a "busy" search of multiple

calendars.

- xiii. A description of the instant messaging system, including:
    - A. The ability of the LEGISLATURE's administrative staff, and individual users to control whether conversations are saved or archived.
    - B. The ability to work on a variety of mobile devices, platforms, and operating systems.
  - xiv. A description of the CLOUD-BASED SOLUTION's task management system, if any.
  - xv. If the CLOUD-BASED SOLUTION works with a client for computers or mobile devices, describe whether the clients are provided for free or, if not, what the charge is.
  - xvi. A description of the remote management capabilities of the CLOUD-BASED SOLUTION, including:
    - A. The ability to synchronize with a variety of mobile devices, platforms, and operating systems and a description of how this will be accomplished.
    - B. Control and management by the LEGISLATURE's administrative staff of the CLOUD-BASED SOLUTION's interaction with mobile devices, platforms, and operating systems.
  - xvii. The ability of the LEGISLATURE's administrative staff to push settings and rules out to users, tweak security, and set up multiple user accounts at once.
- b. A detailed description of the offeror's support services, including:
- i. Levels of service.
  - ii. Protocols for communication between offeror's support staff and the LEGISLATURE's administrative staff, including after hours support.
  - iii. The expertise and experience of offeror's support staff who will communicate with, and provide support to, the LEGISLATURE's staff and the LEGISLATURE's administrative staff.

- iv. Hours of availability and response time for support and maintenance calls.
  - v. Procedures for transferring system activities to another location, quickly and seamlessly, in the event of a catastrophic shutdown.
  - vi. Patch installation.
- c. The LEGISLATURE is currently using a GroupWise email, calendaring, instant messaging, and task management system (version 8.0.2). Give a description of the ability and ease of transferring email, appointments, and tasks from this system to the CLOUD-BASED SOLUTION.
- d. Describe whether the provider will make training available to new users and administrative staff.
- e. Describe whether, and on what terms, the offeror is willing to provide the LEGISLATURE with administrative rights in relation to interfacing with mobile devices, platforms, and operating systems of users.
- f. Describe the offeror's experience in providing CLOUD-BASED SOLUTIONs to other entities. Provide a list of client references.
- g. Describe the functionality of the CLOUD-BASED SOLUTION's API set, including whether it provides the ability to:
  - i. Send and modify appointments and email.
  - ii. Add attachments.
  - iii. Add, modify, and delete contacts.
  - iv. Manipulate user accounts.
  - v. Establish rules.
- h. Describe whether, and how, the CLOUD-BASED SOLUTION interacts with external client software on an individual user's computer or mobile device.
- i. Describe whether, and how, the CLOUD-BASED SOLUTION can import and synchronize with address books from email platforms other than the one used in the CLOUD-BASED SOLUTION.
- j. Describe the mobile devices, platforms, and operating systems supported

by the CLOUD-BASED SOLUTION.

- k. Describe the LEGISLATURE's administrative staff time and duties necessary in order for:
  - i. The CLOUD-BASED SOLUTION to, initially, be fully functioning (including use on supported mobile devices, platforms, and operating systems).
  - ii. Ongoing operation and maintenance of the CLOUD-BASED SOLUTION (including use on supported mobile devices, platforms, and operating systems).
- l. A specific point-by-point response to each requirement of this RFP and all addenda, in the order the requirement is listed in this RFP and all addenda, including a statement that the offeror agrees to comply with that requirement. A response to this RFP that fails to clearly respond to, and agree to comply with, each requirement of this RFP and all addenda may be determined to be non-responsive and invalid.
- m. If proprietary or other information is included in the offeror's response to this RFP that the offeror believes should not be subject to disclosure, the offeror shall designate that information here and comply with the requirements referred to in Section XIV of this RFP.

4. COST

- a. The total cost for the CLOUD-BASED SOLUTION, including any software that is available to be, or necessary to be, installed on individual devices.
- b. Each cost category, and the amount attributable to that category, of the total cost for the CLOUD-BASED SOLUTION.

**IX. OTHER REQUIREMENTS**

The offeror's name must appear on each page of the proposal. Erasures, cross-outs, alterations, corrections, or other changes must be initialed by the person who signs the proposal. The proposal must contain evidence that the person who signs the proposal is authorized to bind the offeror to fulfill the proposal and to conduct negotiations and discussions relating to the proposal on the offeror's behalf.

## **X. CONTRACT**

The successful offeror will be required to enter into the contract attached to this RFP as Attachment "1". The contract will be modified and completed prior to execution of the contract to include the name of the successful offeror, specific details relating to the offeror and the offeror's response to this RFP, and correct dates and times. The contract will be awarded by a selection committee established by the Legislative Management Committee.

## **XI. PROPOSAL AND PRICE GUARANTEE PERIOD**

Each proposal submitted in response to this RFP and the prices included in that proposal are binding on the offeror from the date and time of the closing of this RFP until the later of 90 days after the day on which the RFP closes, or if the offeror's proposal is accepted, upon provision of the CLOUD-BASED SOLUTION described in this RFP for the entire contract term.

## **XII. QUESTIONS**

Questions, requests for changes to this RFP, and requests for clarification must be submitted by email to [tomvaughn@utah.gov](mailto:tomvaughn@utah.gov) on or before September 28, 2011 at 11:00 a.m, MDT. Responses to substantive questions, responses to requests for clarification, and responses to requests for changes will be provided in the form of an addendum to this RFP.

## **XIII. ADDENDA**

All addenda to this RFP will be posted on the Utah Legislature's website at:

<http://le.utah.gov>

Addenda and notifications of addenda are not required to be provided in any other manner. All offerors, potential offerors, and other interested persons are required to check the website on a regular basis in order to receive notice of, or a copy of, any addendum.

The OLRGC may attempt to, but is not required to, provide email notification of an addendum to any person who sends a request to receive notification to:

[tomvaughn@utah.gov](mailto:tomvaughn@utah.gov)

#### **XIV. PROTECTED INFORMATION**

Protection or disclosure of information submitted in response to this RFP is governed by Title 63G, Chapter 2, Government Records Access and Management Act. An offeror who desires to request protected status of any information submitted in the offeror's response to this RFP must specifically identify the information that it desires to protect and the reasons that the information should be afforded protected status under the law. In making this request, the offeror shall comply with the requirements of Utah Code Section 63G-2-305, Utah Code Section 63G-2-309, and all other applicable requirements of law. The OLRGC's decision regarding the protected status of information shall be final and binding on the offeror. Each offeror will indemnify, defend, and hold forever harmless the Utah Legislature, its members, offices, and staff from any and all liability relating to the disclosure of information included in the offeror's response to this RFP, even if the offeror requested protected or other confidential status for the information.

#### **XV. MODIFICATIONS TO, OR WITHDRAWAL OF, PROPOSAL**

##### **1. PROCEDURE**

An offeror may modify or withdraw the offeror's response to this RFP at any time before the closing date and time of this RFP by providing a written modification or a written statement withdrawing the proposal to OLRGC. Except as provided in Section XV.2, modifications or letters of withdrawal received by the OLRGC after the closing date and time for this RFP will be rejected as invalid. Except as provided in Section XV.2, the version of a response to this RFP, as it exists at the closing date and time of this RFP, will be binding on the offeror.

##### **2. EXCEPTION**

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions. Pursuant to Utah Code Subsection 63G-6-408(5)(b), ". . . revisions may be permitted after submissions and before the contract is awarded for the purpose of obtaining best and final offers." Pursuant to Utah Code Subsection 63G-6-408(5)(c), "[i]n conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors." Revisions to proposals after the closing date and time of this RFP may only be permitted by written permission of the RFP contact. Each offeror will receive equal treatment. If the OLRGC decides to enter into discussions with offeror after the closing date of this RFP, but before award of the contract, the OLRGC will inform each offeror who submitted a timely, valid proposal of the schedule for these discussions and procedures for submission of a revised proposal.

## **XVI. COST OF RESPONDING TO RFP AND CONTRACT NEGOTIATIONS**

All expenses relating to responding to this RFP, including, but not limited to, preparing, submitting, and presenting a proposal, attending meetings in relation to this RFP, site visit expenses, and all travel, dining, lodging, and communication expenses will be borne by the offeror. The LEGISLATURE assumes no liability for any costs incurred by a offeror in responding to this RFP.

All expenses of the successful offeror relating to conducting contract negotiations, including, but not limited to, drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne by the offeror. The LEGISLATURE assumes no liability for any costs incurred by an offeror relating to contract negotiations.

Offeror will not bill the LEGISLATURE for any expense incurred prior to the time that the contract is signed by all parties.

## **XVII. PROPOSAL EVALUATION CRITERIA**

A selection committee established by the Legislative Management Committee will evaluate each response to this RFP and make a preliminary determination by narrowing the responses down to a few finalists. The selection committee will then review demonstrations made by the finalists and award the contract. Each response to this RFP will be evaluated based on the following factors:

<b>Points</b>	<b>Criteria</b>
65	The extent to which the CLOUD-BASED SOLUTION meets the specifications described in this RFP.
20	Overall cost of the CLOUD-BASED SOLUTION.
15	The experience of the responder in providing the CLOUD-BASED SOLUTION and support services.

## **XVIII. MISCELLANEOUS RESERVATION OF RIGHTS**

The OLRGC reserves the right to not award a contract to any of the offerors who respond to this RFP, to cancel this RFP at any time, or to issue a new RFP for the same or similar services. The OLRGC reserves the right to reject and not consider any response to this RFP that does not strictly comply with the requirements of this RFP or with the requirements of law. The OLRGC reserves the right to extend the date by which the CLOUD-BASED SOLUTION is required to be fully functioning.

## **XIX. RESTRICTIONS ON PUBLICITY**

The successful offeror may not, without the prior written approval of the OLRGC, do any of the following:

1. Make any announcement regarding the award of the contract relating to this RFP.
2. Refer to the Utah Legislature, or use any data, pictures, or other representation of the Utah Legislature, in its advertising, marketing, or other promotional efforts.

## **XX. DEVIATIONS AND EXCEPTIONS**

The offeror shall describe, in writing, any deviations or exceptions from the requirements, terms, and conditions of this RFP. This description shall be in a separate document that is attached to the offeror's response to this RFP and is signed by the offeror or the offeror's authorized agent. In the absence of such a document, the proposal shall be interpreted to agree to the requirements, terms, and conditions of this RFP and the offeror shall be held liable for any deviations from the RFP.

# HOSTED CLOUD-BASED EMAIL, CALENDAR, AND INSTANT MESSAGE SOLUTION AGREEMENT

## Relating to RFP No. 2011-03

### 1. DEFINITIONS

As used in this AGREEMENT:

- 1.1 "AGREEMENT" means this "Hosted Cloud-Based Email, Calendar, and Instant Message Solution Agreement" between LEGISLATURE and VENDOR.
- 1.2 "LEGISLATURE" means the Utah State Legislature.
- 1.3 "OLRGC" means the Office of Legislative Research and General Counsel, a staff office of the LEGISLATURE.
- 1.4 "CLOUD-BASED SOLUTION" means (insert name and description).
- 1.5 "RFP" means the Request for Proposals to the Utah State Legislature, issued by the OLRGC for "Hosted Cloud-Based Email, Calendar, and Instant Message Solution, RFP No. 2011-03" and all addenda thereto.
- 1.6 "VENDOR" means (insert name of VENDOR).

### 2. PARTIES

This AGREEMENT is between the LEGISLATURE and VENDOR.

### 3. DUTIES OF VENDOR

In exchange for the consideration described in Section 4 of this AGREEMENT, VENDOR shall:

(Insert particulars of CLOUD-BASED SOLUTION here)

### 4. PAYMENT

- 4.1 In exchange for the timely provision of the CLOUD-BASED SOLUTION and support for the CLOUD-BASED SOLUTION (insert other particulars here) and fulfillment of the other terms and conditions of this AGREEMENT, LEGISLATURE agrees to pay VENDOR (insert amount and method of billing and payment here).
- 4.2 The amount that LEGISLATURE is required to pay VENDOR under this Section 4 of this AGREEMENT is the entire amount that LEGISLATURE is required to pay VENDOR for the CLOUD-BASED SOLUTION, software, licenses, goods, and services described in this

AGREEMENT.

**5. INDEPENDENT CONTRACTOR**

- 5.1** VENDOR is an independent contractor and is not authorized, expressly or by implication, to bind the LEGISLATURE, OLRGC, the State of Utah, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE or the State of Utah to any agreement, settlement, liability, or understanding or to perform any act as agent for the LEGISLATURE, OLRGC, the State of Utah, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE or the State of Utah.
- 5.2** VENDOR is solely responsible to pay for all of VENDORS's materials, travel, and expenses and to pay each employee or subcontractor of VENDOR all wages, payments, expenses, fees, taxes, costs, insurance, and benefits of any kind relating to an employee or subcontractor of VENDOR.

**6. REPRESENTATIONS**

VENDOR represents that it has full legal rights to provide LEGISLATURE with the CLOUD-BASED SOLUTION and the licenses to use the CLOUD-BASED SOLUTION.

**7. ASSIGNMENT PROHIBITED**

VENDOR may not assign this AGREEMENT or any duty or benefit relating to this AGREEMENT without the prior written permission of the LEGISLATURE.

**8. TERMINATION OF AGREEMENT**

(this section may need to be modified based on the response to the RFP)

- 8.1** This AGREEMENT terminates on \_\_\_\_\_.
- 8.2** This AGREEMENT may be terminated at any time before \_\_\_\_\_, if any of the following occur:
  - 8.2.1** LEGISLATURE and VENDOR agree, in writing, to terminate this AGREEMENT at an earlier date.
  - 8.2.2** If either party materially breaches this AGREEMENT and, following the breach:
    - 8.2.2.1** the non-breaching party gives written notice of the breach to the breaching party; and
    - 8.2.2.2** at least seven days after the day on which the breaching party receives the notice described in Section 8.2.2.1 of this AGREEMENT, the non-breaching party sends a written notice of

termination to the breaching party, unless, before the end of the seven-day period described in this Section 8.2.2.2 of this AGREEMENT, the breaching party cures the breach.

- 8.3** A material breach by VENDOR includes, but is not limited to:
- 8.3.1** Failure to timely provide the CLOUD-BASED SOLUTION and the licenses to use the CLOUD-BASED SOLUTION.
  - 8.3.2** Failure to provide the support services for the CLOUD-BASED SOLUTION described in this AGREEMENT.
  - 8.3.3** Making a misrepresentation in, or under, this AGREEMENT.
  - 8.3.4** Making a misrepresentation in response to the RFP.
- 8.4** If this AGREEMENT terminates under Section 8.1 of this AGREEMENT, VENDOR is not relieved of VENDOR's obligations under Sections 5, 7, 8, and 10 of this AGREEMENT.
- 8.5** If this AGREEMENT terminates under Section 8.2.1 of this AGREEMENT:
- 8.5.1** VENDOR is not relieved of VENDOR's obligations under Sections 5, 7, 8, and 10 of this AGREEMENT; and
  - 8.5.2** Payment and other terms relating to the CLOUD-BASED SOLUTION, software, licenses, goods, and services described in this AGREEMENT will be expressed in the written document described in Section 8.2.1 of this AGREEMENT.
- 8.6** If this AGREEMENT terminates under Section 8.2.2 of this AGREEMENT due to a breach by VENDOR:
- 8.6.1** VENDOR is not relieved of VENDOR's obligations under Sections 3, 5, 6, and 8 through 15 of this AGREEMENT; and
  - 8.6.2** The LEGISLATURE is not required to pay, and VENDOR is not entitled to receive, the payment described in Section 4 of this AGREEMENT, or any payment.
- 8.7** Termination under Section 8.2.2 of this AGREEMENT does not relieve either party of liability for any default prior to the termination.

## **9. GOVERNING LAW**

This AGREEMENT shall be construed in accordance with, and governed by, the law of the State of Utah, without reference to principles governing choice or conflicts of laws. The parties will

submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this AGREEMENT or the breach of this AGREEMENT. Venue shall be in Salt Lake City, Utah, in the Third Judicial District Court for Salt Lake County.

**10. EQUAL OPPORTUNITY**

VENDOR agrees to abide by the provisions of Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. Sec. 2000e), which prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin, and further agrees to abide by Executive Order 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90, which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disabilities. VENDOR further agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

**11. SEVERABILITY**

A declaration by any court, or any other binding legal source, that any provision of this AGREEMENT is illegal and void does not affect the legality and enforceability of any other provision of this AGREEMENT, unless the provisions are mutually dependent.

**12. INCORPORATION OF PROVISIONS OF RFP**

The provisions of the RFP are hereby incorporated into this AGREEMENT by reference. If any conflict exists between the RFP and this AGREEMENT, the terms and conditions of this AGREEMENT prevail.

**13. MERGER**

This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter contained in this AGREEMENT. There are no covenants, terms, or conditions, express or implied, written or unwritten, that govern the subject matter of this AGREEMENT, except as expressly described in this AGREEMENT. This AGREEMENT supersedes all prior agreements between the parties relating to all or part of the subject matter contained in this AGREEMENT.

**14. MODIFICATION OF AGREEMENT**

This AGREEMENT may be modified only in a written document signed by (insert name here), on behalf of the LEGISLATURE, and (insert name here) (or such other person certified as having the authority to bind VENDOR), on behalf of VENDOR.

**15. AUTHORITY TO BIND**

VENDOR and the person who signs this AGREEMENT on behalf of VENDOR represent that the person who signs this AGREEMENT has the authority to bind VENDOR, and does, by signing this AGREEMENT, bind VENDOR to the terms and conditions of this AGREEMENT.

In witness whereof the parties have executed this AGREEMENT as follows:

**On behalf of VENDOR:**

\_\_\_\_\_

**On behalf of LEGISLATURE:**

\_\_\_\_\_