
REQUEST FOR PROPOSALS
to
The Utah State Legislature

Issued by:

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



CELL PHONES, TABLETS, AND RELATED SERVICE

RFP No. 2012-03

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: tvaughn@le.utah.gov

II. DEFINITIONS

As used in this RFP:

1. "CELL PHONE" means a cell phone described in Section IV.1. of the RFP.
2. "DEVICE" means a CELL PHONE or a TABLET.
3. "LEGISLATURE" means the Utah State Legislature, its members, staff, staff offices, and all employees of the Utah State Legislature and of its staff offices.
4. "MDT" means Mountain Daylight Time.
5. "MST" means Mountain Standard Time.
6. "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
7. "RFP" means this Request for Proposals to the Utah State Legislature for "Cell Phones, Tablets, and Related Service, RFP No. 2012-03."
8. "TABLET" means a handheld computer that does not require the use of an external keyboard, that operates with a virtual keyboard that displays on the screen, and is capable of data communication using wireless cell service or WIFI, further described in Section IV.2. of this RFP.

III. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this RFP is to enter into a contract (to begin on December 1, 2012) with a qualified person or entity to obtain, from a qualified person or entity, CELL PHONES, service for the CELL PHONES, TABLETS, and service for the TABLETS. The LEGISLATURE currently has a contract with T-MOBILE for CELL PHONES and service for CELL PHONES. The contract is renewable annually, on a unilateral basis, by the LEGISLATURE, through December 31, 2015. The current renewal period expires on December 31, 2012. The LEGISLATURE is interested in reviewing proposals to determine whether to continue with its current contract with T-MOBILE or to enter into a new contract with a provider. The LEGISLATURE is also interested in the option of acquiring TABLETS and service for the TABLETS as part of the same contract through which it acquires CELL PHONES and CELL PHONE service.

The LEGISLATURE reserves the right to cancel this RFP at any time before award of a new contract and continue under its existing contract with T-MOBILE.

If a contract is awarded under this RFP, it is anticipated that the contract 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.

IV. SPECIFICATIONS

1. CELL PHONES
 - a. CELL PHONES offered under this RFP shall:
 - i. include a variety of smart phones that can be selected by users according to personal preference and shall include the latest, most advanced versions available on the market. Higher preference will be given to a responder that provides some phones that will work internationally (the LEGISLATURE understands that international calling rates and plans will apply to phones for which this option is exercised);
 - ii. utilize a 3G network or better (preference will be given to faster networks); and
 - iii. come with a wall charger.
 - b. The LEGISLATURE is seeking to acquire between approximately 190 and 210 CELL PHONES with lines of service.

2. TABLETS

- a. The LEGISLATURE seeks the option of purchasing an unspecified number of TABLETs.
- b. The number of TABLETs purchased may be as few as zero or as many as 210.
- c. The LEGISLATURE is interested in a variety of tablets that can be selected by users according to personal preference.

3. SERVICE

- a. SERVICE for the CELL PHONES shall provide:
 - i. statewide and nationwide coverage for voice and data services, including email, Internet, and SMS/MMS text messaging;
 - ii. 3G network or better (preference will be given to faster networks);
 - iii. voicemail; and
 - iv. good voice and data coverage statewide, nationwide, and throughout the capitol complex, including chambers, offices, committee rooms, basements, and parking lots (responder shall provide signal boosters and other equipment, at responder's expense, to ensure that this requirement is met).
- b. Greater consideration will be given to SERVICE that provides GPS navigation and free forwarding of calls from cell phones.
- c. Service for tablets shall include statewide and nationwide coverage for data services, including email and Internet.

4. PLAN

- a. The plan shall be provided at a flat monthly rate, based on the number of CELL PHONES and TABLETs for which service is provided.
- b. The plan shall include the following for the flat monthly rate:
 - i. free nationwide roaming for voice and data services;
 - ii. unlimited (or a very high number of pooled minutes) statewide

- and nationwide voice and data services for CELL PHONES, including email, Internet, and SMS/MMS text messaging;
- iii. voicemail, call waiting, and call forwarding; and
- iv. conference calling.

c. Greater consideration shall be given to plans that include:

- i. a tethering option or air-cards included in the plan or offered at a competitive rate;
- ii. free mobile to mobile minutes;
- iii. free caller ID blocking;
- iv. free or inexpensive phone upgrades on an annual or bi-annual basis; or
- v. international roaming, calling, and data packages included in the plan or offered at a competitive rate.

5. OTHER REQUIREMENTS

a. BILLING

- i. Billing shall be made in the aggregate, based on the number of DEVICES for which service is provided.
- ii. Bills sent to the LEGISLATURE may not include or identify the following:
 - A. phone numbers of people called or texted;
 - B. phone numbers of people from which calls or texts were received;
 - C. information that indicates or identifies websites visited, or other identifiable electronic addresses to which information was sent or from which information was received.
- iii. The responder shall not allow the LEGISLATURE or any other person access to the information described in Section IV.5.a.ii. of this RFP.

b. The LEGISLATURE shall be given the ability to determine which DEVICES incurred charges above the flat monthly rate per DEVICE, without disclosing the information described in Sections IV.5.a.ii. or IV.5.a.iii. of this RFP, but allowing the LEGISLATURE to determine

general categories of charges, and amounts charged, for specific DEVICES, including international roaming, international calling, 411 service, etc.

- c. The responder shall block access to websites and other services, except 411 service, that permit downloads or extra service charges to be made to a DEVICE or the plan instead of to a credit card.
- d. The responder shall port the LEGISLATURE's existing wireless phone numbers to the new phones acquired under this RFP, free of charge and shall port other numbers requested by the LEGISLATURE, free of charge. Not all numbers to be ported are based in the Salt Lake City area.
- e. Responder shall provide the LEGISLATURE with free phone activation, free phone termination, and free number porting.
- f. The LEGISLATURE shall have the ability to add DEVICES to the plan on the same terms (or better terms) as the DEVICES originally placed on the plan.
- g. Responder shall provide toll-free maintenance and technical support on a 24-hour per day, seven-day per week basis.
- h. Responder must be flexible and work with the LEGISLATURE to provide a smooth, uninterrupted transition from the LEGISLATURE's current phone and data system to the new phone and data system provided to the LEGISLATURE by the responder.
- i. All DEVICES and other hardware provided by responder:
 - A. shall be in new, unused condition;
 - B. shall be in current production;
 - C. shall be available for sale on December 1st of the current yearly contract term;
 - D. may not be announced by the manufacturer as discontinued on or before the date provided; and
 - F. may not be, and may not include components or parts that are, discontinued, refurbished, rebuilt, reconditioned, remanufactured, or newly remanufactured.

- j. All software provided by responder:
 - i. shall be in current use and production;
 - ii. shall be fully updated;
 - iii. shall be available for sale on December 1st of the current yearly contract term;; and
 - iv. may not, on or before the date provided, be discontinued or planned for discontinuation.
- k. Responder shall provide the LEGISLATURE will the ability to block pornographic websites, gambling websites, and websites that contain illegal or objectionable material.

6. OTHER CONSIDERATIONS

Greater consideration will be given to a response that:

- a. allows the LEGISLATURE to deactivate lines of service, without fee or penalty, if the deactivation is due to a decrease in the number of DEVICES needed by the LEGISLATURE;
- b. provides a few extra DEVICES, batteries, battery covers, chargers, car chargers, holsters, or other accessories free of charge or at a reduced charge that the LEGISLATURE can keep on hand for immediate replacement of lost or damaged items;
- c. provides car chargers, holsters, or other accessories with each DEVICE, free of charge or at a reduced rate;
- d. provides that the DEVICES will be delivered to the LEGISLATURE fully charged, with the assigned person's name and number printed on the outside of the box; or
- e. allows the LEGISLATURE to suspend phone numbers that are not currently in use, for a period of time, without charge.

V. TIMELINE

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

1. RFP Opening Date: June 4, 2012 at 10:00 a.m. (MDT).
2. Tour of Capitol Facilities (to demonstrate capitol complex coverage demands) by Potential RFP Responders: June 14, 2012 at 10:00 a.m. (MDT), meet at OLRGC.
3. Final Date for Submission of Questions: June 19, 2012 at 1:00 p.m. (MDT).
4. Final Date for Addenda to RFP prior to opening (related to specifications and answering questions submitted before the deadline described in Section V.3 of this RFP): June 22, 2012.
5. RFP Closing Date: July 2, 2012 at 1:00 p.m. (MDT).
6. Opening of Responses to RFP: July 2, 2012 at 1:15 p.m. (MDT), at OLRGC.
7. Discussions with Responders: July 9, 2012 through July 11, 2012.
8. Final Date for Additional Addenda (if needed): July 13, 2012.
9. Deadline for Best and Final Offers: July 23, 2012 at 1:00 p.m. (MDT).
10. Opening of Best and Final Offers: July 23, 2012 at 1:15 p.m. (MDT), at OLRGC.
11. Award of Contract: July 30, 2012 at 4:00 p.m. (MDT), at OLRGC.

VI. DISCUSSIONS WITH RESPONDERS

Discussions will be conducted with responders who submit proposals determined to be reasonably susceptible of being selected for award. 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 responders."

VII. SUBMISSION OF PROPOSALS

1. SUBMISSION TIME, PLACE, AND MANNER

Responses to this RFP should NOT be submitted via BidSync.

An electronic copy (in PDF format) must be received by the RFP contact, Thomas Vaughn, on or before July 2, 2012 at 1:00 p.m. (MDT). The electronic copy may be provided by email to tvaughn@le.utah.gov (our email, including attachments, is limited to 25MB per email, so if you send anything larger, you will need to break it into parts and send each part 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
P.O. Box 145210
Salt Lake City, Utah 84114-5210

2. LATE SUBMISSIONS

Bids received after June 2, 2012 at 1:00 p.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. RESPONDER INFORMATION

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

- a. Title: "Response to RFP for Cell Phones, Tablets, and Related Service, RFP No. 2012-03."
- b. Responder Summary Information:

Name:
Contact Person:
Address:
Telephone:
Fax:
Email:
Federal Tax ID Number:

2. EXECUTIVE SUMMARY

A brief description of the responder's proposal for the DEVICES, plan, and service.

3. DETAILED RESPONSE

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

- a. A detailed description of the responder's proposal, including:
 - i. Describe the proposal's compliance with the specifications described in Section IV of this RFP.
 - ii. Provide a complete narrative of the responder's assessment of the DEVICES , other items, and services to be provided by the responder under this RFP, the work the responder needs to accomplish in order and fulfill the requirements of this RFP, and a schedule, including deadlines, indicating when this work will be completed.
 - iii. A specific point-by-point response to each requirement of this RFP (including all addenda to this RFP), in the order the requirement is listed in this RFP, including a statement that the responder 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 may be determined to be non-responsive and invalid.
 - iv. A proposed work plan that includes a basic plan and time schedule identifying the activities that must occur in order to fulfill the requirements of this RFP.
 - v. A complete description of all terms and conditions upon which acquisition of the DEVICES and other items described in this RFP, and the services provided under this RFP, will be provided to the LEGISLATURE.
 - vi. A detailed description of responder's voice and data coverage within the state of Utah. This description must specify the coverage available in rural areas of Utah and state whether a local number may be provided for the cell phone in each rural area. Responder must also provide a description of responder's national and international coverage.
 - vii. A description of the responder's maintenance and technical support services and processes.
 - viii. A description of the warranty for the DEVICES, batteries, chargers, and other accessories.
 - ix. Provide a list of client references.

- x. If proprietary or other information is included in the responder's response to this RFP that the responder believes is not subject to disclosure, the responder shall designate that information here and comply with the requirements referred to in Section XIV of this RFP.

4. COST AND FREIGHT

- a. A detailed, enumerated list of charges that pertain to each DEVICE, each service relating to the DEVICE, and all other items, services, requirements, and options described in this RFP or proposed in the response to this RFP.
- b. As it relates to the DEVICES, other items, or anything else that requires shipping, responders are required to provide line item pricing FOB Destination Freight Prepaid. Shipping terms will be FOB Destination Freight Prepaid.
- c. In awarding the contract for this RFP, the LEGISLATURE will make the determination of cost based on the actual total cost to the LEGISLATURE of the DEVICES, items, and services offered by each responder.

5. CERTIFICATION

A certification that neither the responder nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or contract by a governmental entity. If the responder cannot make this certification, the responder shall include a written statement indicating why the responder cannot make this certification.

IX. OTHER REQUIREMENTS

- 1. The responder's name must appear on each page of the proposal.
- 2. Erasures, cross-outs, alterations, corrections, or other changes must be initialed by the person who signs the proposal.
- 3. The proposal must contain evidence that the person who signs the proposal is authorized to bind the responder to fulfill the proposal and to conduct negotiations and discussions relating to the proposal on the responder's behalf.
- 4. The successful responder is solely responsible for fulfilling the responsibilities under the terms and conditions of the contract.

5. Each responder shall provide one active DEVICE, for each type of DEVICE being offered by the responder, that complies with the requirements described in this RFP, at no charge for use or service, to the LEGISLATURE with the response, to permit the LEGISLATURE to test the voice and data coverage provided by the responder. The DEVICES will be returned to the responder one month after they are provided to the LEGISLATURE for testing. If the responder is offering tethering capability or air card services, the responder shall provide, with the response, activated equipment for testing by the LEGISLATURE, at no charge for use or services, to allow the LEGISLATURE to test these services. These will also be returned to the responder one month after they are provided to the LEGISLATURE for testing.

X. CONTRACT

1. The contract will be awarded by a selection committee appointed under the direction of the Legislative Management Committee.
2. The successful responder will be required to enter into a contract containing the terms and conditions described in Attachment "1" and the terms and conditions described in this RFP.

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 responder 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 responder's proposal is accepted, upon provision of the DEVICES and services 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 tvaughn@le.utah.gov on or before June 19, 2012 at 1:00 p.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 responders, potential responders, 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:

tvaughn@le.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. A responder who desires to request protected status of any information submitted in the responder'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 responder 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 responder. Each responder 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 responder's response to this RFP, even if the responder requested protected or other confidential status for the information.

XV. MODIFICATIONS TO, OR WITHDRAWAL OF, PROPOSAL

A responder may modify or withdraw the responder'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 VI of this RFP, 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 VI of this RFP, 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 responder.

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 responder. The LEGISLATURE assumes no liability for any costs incurred by a responder in responding to this RFP.

All expenses of the successful responder 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 responder. The LEGISLATURE assumes no liability for any costs incurred by a responder relating to contract negotiations.

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

XVII. PROPOSAL EVALUATION CRITERIA

Each response to this RFP will be evaluated based on the following factors:

Points	Criteria
50	The extent to which the responder's proposal meets the specifications described in this RFP.
30	Voice and data service Coverage.
15	Overall cost of the CELL PHONES, CELL PHONE services, and related items.
5	Overall cost of the TABLETs, TABLET services, and related items.

XVIII. MISCELLANEOUS RESERVATION OF RIGHTS

The OLRGC reserves the right to not award a contract to any of the responders 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.

XIX. RESTRICTIONS ON PUBLICITY

The successful responder 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;
or
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 responder 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 responder's response to this RFP and is signed by the responder or the responder'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 responder shall be held liable for any deviations from the RFP. Deviations and exceptions claimed by a responder may result in rejection of the responder's proposal on the grounds that the proposal is not responsive to the RFP.

XXI. GOVERNING LAW

This RFP is subject to the laws of the state of Utah, including Utah Code Title 63G, Chapter 6, Utah Procurement Code.

ATTACHMENT "1"
Standard Contract Terms and Conditions
Utah State Legislature

In addition to the terms and conditions included in the IFB, the following terms and conditions will be included in the contract between the successful bidder(s) and the LFA:

1. TERMINATION

This AGREEMENT may be terminated with cause by either party in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. The following terms will survive termination of the AGREEMENT: (to be specified before the AGREEMENT is signed).

2. DEFAULT AND REMEDIES

Nonperformance by CONTRACTOR of a duty under this AGREEMENT or a material breach by CONTRACTOR of any term or condition of this AGREEMENT constitutes cause for the LFA to declare CONTRACTOR in breach of the AGREEMENT. In the event of a breach by CONTRACTOR, LFA will issue a written notice of default providing a period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for liquidated or other damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, the LFA may do one or more of the following:

- 2.1 Exercise any remedy provided by law;
- 2.2 Terminate this AGREEMENT contract and any related AGREEMENTS or portions thereof;
- 2.3 Impose liquidated damages, if liquidated damages are provided for in this AGREEMENT; or
- 2.4 Suspend CONTRACTOR from receiving future bid/proposal solicitations.

3. INDEPENDENT CONTRACTOR

3.1 CONTRACTOR is an independent contractor and is not authorized, expressly or by implication, to bind the LEGISLATURE, LFA, Legislative Printing, 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, LFA, Legislative Printing, the State of Utah, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE or the State of Utah.

3.2 CONTRACTOR is solely responsible to pay for all of CONTRACTOR's materials, travel, and expenses and to pay each employee or subcontractor of CONTRACTOR all wages, payments, expenses, fees, taxes, costs, insurance, and benefits of any kind relating to an employee or subcontractor of CONTRACTOR.

4. ASSIGNMENT PROHIBITED

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

5. 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.

6. EQUAL OPPORTUNITY

CONTRACTOR agrees to abide by the provisions of:

- 6.1 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;
- 6.2 Executive Order 11246, as amended, which prohibits discrimination on the basis of sex;
- 6.3 45 CFR 90, which prohibits discrimination on the basis of age;
- 6.4 Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, as applicable, which prohibit discrimination on the basis of disabilities; and
- 6.5 Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace.

7. INCORPORATION OF PROVISIONS OF RFP AND RESPONSE TO RFP

The provisions of the IFB, including all addendums to this IFB CONTRACTOR's bid, are hereby incorporated into this AGREEMENT by reference. If any conflict exists between the IFB, CONTRACTOR's BID, and this AGREEMENT, the terms and conditions of the following shall prevail in the following order of preference:

- 7.1 this AGREEMENT;
- 7.2 the IFB;
- 7.3 the BID.

8. LOCAL WAREHOUSE AND DISTRIBUTION

CONTRACTOR will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments.

9. LAWS AND REGULATIONS

CONTRACTOR and any and all PRODUCTS, supplies, services, equipment, and construction proposed and furnished under this AGREEMENT will comply fully with all applicable federal and state laws and regulations.

10. PATENTS, COPYRIGHTS, ETC.

CONTRACTOR will release, protect, indemnify, and hold harmless the LEGISLATURE from liability of any kind or nature relating to CONTRACTOR's use or provision of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in the

performance of this AGREEMENT.

11. HAZARDOUS CHEMICAL INFORMATION

CONTRACTOR will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to LFA. All safety data sheets and labels will be in accordance with the requirements of law.

12. RECORDS ADMINISTRATION: CONTRACTOR will maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to CONTRACTOR for costs authorized by this AGREEMENT. These records will be retained by CONTRACTOR for at least four years after the AGREEMENT terminates. CONTRACTOR agrees to allow state and federal auditors, and LFA staff, access to all the records relating to this AGREEMENT, for audit, for inspection, and for the monitoring of services. Such access will be during normal business hours, or by appointment.

13. CONFLICT OF INTEREST

CONTRACTOR certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the LEGISLATURE to secure favorable treatment with respect to being awarded this contract.

14. DEBARMENT

CONTRACTOR certifies that neither CONTRACTOR nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this AGREEMENT, by any governmental department or agency. CONTRACTOR will notify the director of LFA within 30 days if debarred by any governmental entity during the term of this AGREEMENT.

15. INDEMNITY CLAUSE

CONTRACTOR releases, protects, indemnifies and holds harmless LEGISLATURE from and against any damage, cost, or liability, including reasonable attorney fees for any and all injuries to persons or property, or claims for money damages, arising from acts or omissions of the CONTRACTOR and the CONTRACTOR's employees, subcontractors, and volunteers.

16. NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this AGREEMENT, CONTRACTOR acknowledges that LFA cannot contract for the payment of funds not yet appropriated. LFA may, without penalty or liability of any kind, terminate this AGREEMENT by providing 30 days written notice to CONTRACTOR that this AGREEMENT is terminated due to the non-appropriation of funds. If this AGREEMENT is terminated under this provision, LFA will pay all amounts due to CONTRACTOR through the date of termination and will not be liable for any future commitments, penalties, or damages of any kind.

17. FORCE MAJEURE

Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war that is beyond that party's reasonable control. LFA may terminate this AGREEMENT after determining that such delay or default will prevent successful performance of the contract.

18. 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.

19. MODIFICATION OF AGREEMENT

This AGREEMENT may be modified only in a written document signed by the Director of LFA (or such other person certified as having the authority to bind LEGISLATURE), on behalf of the LFA, and CONTRACTOR's agent (or such other person certified as having the authority to bind CONTRACTOR) on behalf of CONTRACTOR.

20. AUTHORITY TO BIND

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

21. PUBLIC INFORMATION

This AGREEMENT and all billing and payment documents relating to this AGREEMENT are public records and will be disclosed upon request.

22. 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.