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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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**SERVICE, MAINTENANCE, AND REPAIR OF**  
**THE UTAH LEGISLATURE'S EXISTING PHONE SYSTEM**

RFP No. 2012-04

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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: tvaughn@le.utah.gov

## **II. DEFINITIONS**

As used in this RFP:

1. "LEGISLATURE" means the Utah State Legislature, its members, staff, staff offices, and all employees of the Utah State Legislature and of its staff offices.
2. "MDT" means Mountain Daylight Time.
3. "MST" means Mountain Standard Time.
4. "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
5. "PHONE SYSTEM" means the LEGISLATURE's existing analog/digital PBX (private branch exchange) phone system, further described in Section IV of this RFP.
6. "RFP" means this Request for Proposals to the Utah State Legislature for Service, Maintenance, and Repair of the Utah Legislature's Existing Phone System, RFP No. 2012-04."
7. "SERVICE" means service, maintenance, and repair, provided by the responder, of the PHONE SYSTEM, including, but not limited to, labor, the provision and installation of software and replacement parts, ensuring compatibility of software and parts with the PHONE SYSTEM and each part of the PHONE SYSTEM, trouble-shooting, and maintaining security, to ensure that the PHONE SYSTEM is fully functioning. This service, including the level of service, is more fully

described in Section V of this RFP.

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

1. The purpose of this RFP is to enter into a contract with a qualified person or entity to obtain ongoing SERVICE of the PHONE SYSTEM.
2. It is anticipated that the contract awarded will be for a one-year period, with an option for the parties to jointly renew the contract, on an annual basis, for up to two subsequent years.

### **IV. PHONE SYSTEM**

1. A diagram of the LEGISLATURE's PHONE SYSTEM is attached as ATTACHMENT "1".
2. The PHONE SYSTEM's major components include:
  - a. Node 1, House (west) Building:
    - i. 8 Axxes cabinets with Inter-tel digital servers;
    - ii. 4 PCMA cards;
    - iii. 2 PRI cards;
    - iv. 9 single line cards, 16 port (for a total of 144 ports);
    - v. 22 digital keyset cards, 16 port (for a total of 352 ports);
    - vi. 5 IPRC cards, 16 port;
    - vii. 3 IPRC cards, daughter, 16 port (piggybacks on top of primary card, does not use a separate slot);
    - viii. 2 IPRC cards for private network;
    - ix. 55 total slots used; and
    - x. software rev. level 10.
  - b. Node 2, Capitol Building:
    - i. 6 Axxess cabinets with Inter-tel digital servers;
    - ii. 3 PCMA cards;
    - iii. 2 PRI cards;
    - iv. 9 single line cards, 16 port (for a total of 144 ports);
    - v. 9 digital keyset cards, 16 port (for a total of 144 ports);
    - vi. 4 IPRC cards, 16 port;
    - vii. 2 IPRC cards daughter, 16 port (piggybacks on top of primary card, does not use a separate slot);
    - viii. 2 IPRC cards for primary network;

- ix. 37 total slots used; and
- x. Software rev. level 10.

c. Node 3, House (west) Building:

- i. ATM switch with copper and fiber connectors to link Senate (east) Building and House (west) Building;
- ii. Mitel HX 5000 IP, acting as gateway for NuPoint MAS based voice processing (voicemail);
- iii. NuPoint voice processing (voicemail) system:
  - a. NuPoint Unified Messenger v4.0;
  - b. Mitel Applications Suite v2.1;
  - c. 12 groups of 50 user package licensing (currently licensed for 598 mailboxes); and
  - d. user licenses are also used for auto attendants and greetings; and
- iv. Inter-tel (IWAC) audio conference bridge with 10 user licenses.

3. The PHONE SYSTEM is based in three buildings at the Utah Capitol Complex, including the Capitol Building, the House (west) Building, and the Senate (east) Building.

4. Call Volume Sample:

Month	Total Calls	Calls In	Calls Out
October 2011	14,618	8,727	5,891
January 2012	30,420	19,619	10,801

5. As can be seen in the preceding table, call volume varies greatly throughout the year, with volume being the highest leading up to, and during, the General Session of the Legislature (the annual General Session runs for 45 calendar days, beginning on the fourth Monday in January).

6. The phones (some are analog and some are digital) and other devices used on the PHONE SYSTEM are as follows:

a. House:

- i. 75 phones in the House chamber (Capitol Building). These are small analog phones due to desk space issues (the footprint of the phones is 9" x 3.5").
- ii. 76 phones in the offices of House members (the speaker's office

has two phones). Some of these are located in the Capitol Building and some are located in the House (west) Building.

- iii. 5 phones in staff offices (Capitol Building).
- iv. 2 receptionist's phones or devices (one in the Capitol Building and one in the House (west) Building).
- v. 6 phones in conference rooms (one in each room) in the House (west) Building.
- vi. 2 phones in work areas (Capitol Building).
- vii. 1 phone in the kitchen (Capitol Building).
- viii. 1 phone in the north sitting room (Capitol Building).
- ix. 1 phone in the south sitting room (Capitol Building).
- x. 1 phone in the Tolton Conference Room (Capitol Building).
- xi. 1 phone in the House lounge (Capitol Building).
- xii. 1 phone in the majority caucus room (Capitol Building).
- xiii. 1 phone in the minority caucus room (Capitol Building).
- xiv. 1 courtesy phone in the House reception area (Capitol Building).
- xv. 2 fax machines (Capitol Building).
- xvi. 1 phone for the sergeant at arms (Capitol Building).
- xvii. 2 phones in the third house (Capitol Building).
- xviii. 3 phones for operators (Senate (east) Building).
- xix. 14 phones for session secretaries (12 are in the House (west) Building and two are in the Capitol Building).
- xx. 5 phones in the House chamber for staff (Capitol Building).
- xxi. 1 phone in the page office (Capitol Building).
- xxii. 5 phones in the House chamber for staff (Capitol Building).

b. Senate:

- i. 29 phones in the Senate chamber (Capitol Building). These are small analog phones due to desk space issues (the footprint of the phones is 9" x 3.5").
- ii. 30 phones in the offices of Senators (the president's office has two phones). Some of these are located in the Capitol Building and some are located in the Senate (east) Building.
- iii. 5 phones in the Senate chamber for staff (Capitol Building).
- iv. 9 phones in staff offices (Capitol Building).
- v. 4 fax machines (three in the Capitol Building and one in the Senate (east) Building).
- vi. 2 phones in the Senate rules room (Capitol Building). One of these is a courtesy phone and one is a Polycom conference speaker phone.
- vii. 1 phone in the east chamber (Capitol Building).
- viii. 1 phone in the west chamber (Capitol Building).

- ix. 1 phone in the east sitting room (Capitol Building).
- x. 1 phone in the west sitting room (Capitol Building).
- xi. 1 phone in the AV room (Capitol Building).
- xii. 1 phone in the Senate lounge (Capitol Building).
- xiii. 1 phone in the majority caucus room (Capitol Building).
- xiv. 1 phone in the minority caucus room (Capitol Building).
- xv. 2 receptionist's phones or devices (one in the Capitol Building and one in the Senate (east) Building).
- xvi. 2 courtesy phones in the receptionist's areas (one in the Capitol Building and one in the Senate (east) Building).
- xvii. 1 phone in the page supervisor's office (Capitol Building).
- xviii. 1 phone in the listening room (Capitol Building).
- xix. 6 phones in extra offices (Senate (east) Building).
- xx. 1 phone in the workroom (Capitol Building).
- xxi. 1 phone in the computer room (Capitol Building).

c. Interns:

- i. 12 intern phones (House (west) Building).
- ii. 1 fax machine (House (west) Building).

d. Office of the Legislative Auditor General:

- i. 28 phones for staff offices (House (west) Building).
- ii. 1 receptionist phone or device (House (west) Building).
- iii. 2 phones for conference rooms (House (west) Building).
- iv. 1 phone for the break room (House (west) Building).
- v. 1 phone for the computer room (House (west) Building).
- vi. 1 phone for the workroom (House (west) Building).
- vii. 1 fax machine (House (west) Building).

e. Office of the Legislative Fiscal Analyst:

- i. 20 phones for staff offices (House (west) Building).
- ii. 1 receptionist phone or device (House (west) Building).
- iii. 1 public courtesy phone (House (west) Building).
- iv. 2 phones for conference rooms (House (west) Building).
- v. 1 phone for the library (House (west) Building).
- vi. 1 phone for the workroom (House (west) Building).
- vii. 1 cordless phone (House (west) Building).
- viii. 1 fax machine (House (west) Building).

- f. Legislative Printing:
  - i. 4 phones for staff offices (Capitol Building).
  - ii. 1 phone for the bill room (Capitol Building).
  - iii. 1 phone for the break room (Capitol Building).
  - iv. 1 modem (used for Xerox support) (Capitol Building).
  - v. 1 credit card processor (Capitol Building).
  - vi. 1 fax machine (Capitol Building).
  
- g. Office of Legislative Research and General Counsel:
  - i. 62 phones for staff offices (House (west) Building).
  - ii. 4 phones for extra offices (House (west) Building).
  - iii. 1 phone is a Polycom conference speaker phone (House (west) Building).
  - iv. 3 phones for workrooms (House (west) Building).
  - v. 1 phone for the break room (House (west) Building).
  - vi. 2 phones for the conference rooms (House (west) Building).
  - vii. 1 receptionist phone or device (House (west) Building).
  - viii. 1 phone for the workroom (House (west) Building).
  - ix. 1 phone for the web hotline (House (west) Building).
  - x. 1 fax machine (House (west) Building).
  - xi. 3 phones in the broadcast room.
  - xii. 3 phones in the wiring closets.

h. Committee Rooms:

There are 4 committee rooms in the Capitol Building, three in the House (west) Building, and three in the Senate (east) Building. Each committee room has one courtesy phone and one audio phone interface device.

i. Other rooms:

2 phones in public relations rooms (House (west) Building).

**V. SPECIFICATIONS**

- 1. The description of the PHONE SYSTEM in this RFP is general in nature and may not describe all parts or information related to the PHONE SYSTEM. Before responding to this RFP, each responder is responsible to view the PHONE SYSTEM and ask any questions necessary to:
  - a. ensure that responder has a complete knowledge and full understanding of

the PHONE SYSTEM and its components, parts, software, specifications, and other requirements; and

- b. determine whether responder is able to provide full SERVICE for the PHONE SYSTEM, including, but not limited to, the provision of replacement parts, handsets (phones) and other devices.
2. SERVICE must be provided in accordance with industry standards and must ensure that the PHONE SYSTEM is fully functional and secure.
3. The SERVICE levels sought by the LEGISLATURE are as follows:

If the PHONE SYSTEM stops working, a quick response time is needed to get the PHONE SYSTEM functioning as soon as possible. The current SERVICE provider usually responds onsite within 20 minutes to an hour. If the PHONE SYSTEM is not down, but needs SERVICE, a SERVICE provider usually arrives on site at the close of business. Most replacement parts are kept in stock by the SERVICE provider and either stored locally or at the capitol complex. Software problems are usually resolved by the SERVICE provider logging in remotely and resolving the issue in a matter of minutes. The SERVICE provider has also provided training to the LEGISLATURE's staff to allow them to respond to small SERVICE issues on their own.

4. Responder must ensure replacement parts are available (have them on-hand or provide another way to guarantee availability of parts).

## **VI. 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: May 16, 2012, at 1:00 p.m. (MDT).
2. Tour of Capitol Facilities (phone system areas) by Potential RFP Responders: May 31, 2012, at 9:00 a.m. (MDT), meet at OLRGC.
3. Final Date for Submission of Questions: June 6, 2012, at 1:00 p.m. (MDT).
4. Final Date for Addenda to RFP (related to specifications and answering questions submitted before the deadline described in Section VI.3 of this RFP): June 13, 2012.
5. RFP Closing Date: June 27, 2012, at 1:00 p.m. (MDT).
6. Opening of Responses to RFP: June 27, 2012, at 1:15 p.m. (MDT), at OLRGC.
7. Announcement of Finalists: July 2, 2012.
8. Discussions with the Finalists: July 3, 5, and 6, 2012.
9. Final Date for Addenda to RFP (resulting from discussions): July 13, 2012 (see

- Section VII of this RFP for further information on discussions).
10. Best and Final Offers Closing Date: July 27, 2012, at 1:00 p.m. (MDT).
  11. Award of Contract: August 17, 2012, at 4:00 p.m. (MDT), at OLRGC (the award date may be extended, if needed).

## **VII. DISCUSSIONS**

Discussions will be conducted with finalists during the time period described above. 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." Best and final offers will be permitted after discussions are held. Each responder will receive equal treatment.

## **VIII. 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 June 27, 2012, at 1:00 p.m. (MDT). The electronic copy may be provided by email to [tvaughn@le.utah.gov](mailto: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**

Responses received after June 27, 2012, at 1:00 p.m. (MDT) will not be considered.

## **IX. 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 Service, Maintenance, and Repair of the Utah Legislature's Existing Phone System, RFP No. 2012-04."

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 proposed 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 proposed SERVICE, including:
- i. a description of the responder's proposed SERVICE's compliance with the specifications described in Section V of this RFP;
  - ii. the number of days after award of the contract that responder can begin providing SERVICE to the PHONE SYSTEM to ensure that it will remain secure, available for use, and fully functioning (preference will be given to responders who can begin providing SERVICE at the earliest date);
  - iii. a description of any uptime guarantee made by the responder; and
  - iv. a description of the responder's:

- A. levels of service;
  - B. protocols for communication between the responder's support staff and the LEGISLATURE's administrative staff, including after-hours support;
  - C. staff who will provide the SERVICE, and communicate with, the LEGISLATURE's staff and the LEGISLATURE's administrative staff, including a description of their level of experience and expertise; and
  - D. hours of availability and response time for providing SERVICE;
- b. a detailed description of responder's plan to ensure the availability of replacement parts (Because replacement parts are no longer being manufactured, this is extremely important. Will responder purchase parts and keep them on hand? If so, which parts and in what quantities?);
  - c. a description of the responder's experience in providing SERVICES to the phone systems of other entities, especially the type of PHONE SYSTEM described in this RFP (provide a list of client references);
  - d. a description of the LEGISLATURE's administrative staff time and duties necessary for the responder to provide the SERVICE; and
  - e. a description of any other requirements that the LEGISLATURE must comply with in order for the responder to provide the SERVICE (The LEGISLATURE will not be responsible for obtaining or providing replacement parts, ensuring that parts are of a certain version or compatible with other parts or versions, or for obtaining software. This will be the sole responsibility of the responder).

4. COST AND FREIGHT

- a. The total cost for providing the SERVICE, including, but not limited to:
  - i. the cost of repair, maintenance, installation, and testing;
  - ii. the cost of all hardware, including, but not limited to, phones, devices, servers, routers, cards, trunks, replacement parts, and ancillary hardware;
  - iii. the cost of ongoing support and maintenance;
  - iv. the cost of all software and upgrades;
  - v. all ancillary costs; and
  - vi. the cost of optional functions or services offered.

- b. As it relates to hardware, including replacement parts, or anything else that requires shipping, the responders are required to provide line item pricing FOB Destination Freight Prepaid. Shipping terms will be FOB Destination Freight Prepaid.

5. COMPLIANCE WITH RFP REQUIREMENTS

A specific point-by-point response to each requirement of this RFP and all addenda, in the order the requirement is listed in the RFP and all addenda, including a statement that the responder agrees to comply with that requirement. A response to the RFP that fails to clearly respond to, and agree to comply with, each requirement of this RFP and all addenda may be rejected as nonresponsive.

6. 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.

**X. 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.

**XI. EVALUATION AND CONTRACT**

1. EVALUATION

The evaluation committee will evaluate each of the responsible and responsive responses received and choose the one that will be the best value to, and provide the highest benefit to, the LEGISLATURE.

## 2. CONTRACT

- a. The contract will be awarded by a selection committee appointed under the direction of the Legislative Management Committee.
- b. The successful responder will be required to enter into the contract containing the terms and conditions described in Attachment "2" and the terms and conditions required in this RFP.
- c. Five points will be awarded to a responder who agrees to the following payment terms:

The LEGISLATURE will pay 50% of the total annual cost up-front within 30 days after the day on which the contract is signed by both parties. The LEGISLATURE will then pay 10% of the total annual cost within 30 days after the day on which each subsequent quarter ends, with the remaining 20% due at the end of the contract period. Quarterly payments and the final payment are subject to the continued functioning of the phone system.

- d. Five points will be awarded to a responder who agrees to the following terms:

In the event that the PHONE SYSTEM fails to fully function and is not restored to full functionality within five business days, the LEGISLATURE may cancel the AGREEMENT and the CONTRACTOR will immediately refund to the LEGISLATURE an amount calculated as follows:

- i. divide the total AGREEMENT price by 365;
- ii. multiply the result of section i by the total number of days that the PHONE SYSTEM was fully functioning; and
- iii. refund to the LEGISLATURE an amount equal to the total amount paid by the LEGISLATURE to date, minus the result of section ii (unless the result is zero or less).

Nothing in this section prohibits the LEGISLATURE from declaring the CONTRACTOR in breach of the AGREEMENT if the PHONE SYSTEM is not fully functioning for less than five business days and seeking damages or other remedies, including, but not limited to, a refund representing the amount of time that the system is not fully functioning.

- e. A responder may receive the five points described in Section XI.2.c and

the five points described in Section XI.2.d by agreeing to the terms described in each.

- f. A responder who does not agree to the terms in Section XI.2.d is required to agree to the following terms:

In the event that the PHONE SYSTEM fails to fully function and is not restored to full functionality within five business days, the LEGISLATURE may cancel the AGREEMENT and the CONTRACTOR will immediately refund to the LEGISLATURE an amount calculated as follows:

- i. divide the total AGREEMENT price by 365;
- ii. multiply the result of section i by the total number of days that the PHONE SYSTEM was fully functioning;
- iii. add to the result of section ii [an amount equal to the cost of acquiring replacement parts (to be determined before the contract is signed)]; and
- iv. refund to the LEGISLATURE an amount equal to the total amount paid by the LEGISLATURE to date, minus the result of section iii (unless the result is zero or less).

Nothing in this section prohibits the LEGISLATURE from declaring the CONTRACTOR in breach of the AGREEMENT if the PHONE SYSTEM is not fully functioning for less than five business days and seeking damages or other remedies, including, but not limited to, a refund representing the amount of time that the system is not fully functioning.

## **XII. 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 SERVICE described in this RFP for the entire contract term.

## **XIII. QUESTIONS**

Questions, requests for changes to this RFP, and requests for clarification must be submitted by email to [tvaughn@le.utah.gov](mailto:tvaughn@le.utah.gov) on or before June 6, 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.

#### **XIV. 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](mailto:tvaughn@le.utah.gov)

#### **XV. 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.

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

1. 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 the RFP contact. Except as it relates to permissible modifications included in best and final offers, modifications or letters of withdrawal received by the RFP contact after the closing date and time for this RFP will be rejected as invalid. Except as it relates to permissible modifications included in best and final offers, 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.

2. As it relates to best and final offers, a responder who is a finalist may modify the responder's original offer or best and final offer at any time before the closing date and time for best and final offers (except that a responder may not submit a best and final offer that is less advantageous to the LEGISLATURE than the responder's original offer) by providing a written modification or a written statement modifying the proposal to the RFP contact. Modifications by a responder who is a finalist that are received by the RFP contact after the closing date and time for best and final offers will be rejected as invalid. The latest valid and timely version of an offer by a responder who is a finalist will be binding on the responder.

**XVII. COST OF RESPONDING TO RFP AND CONTRACT NEGOTIATIONS**

1. 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.
2. 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.
3. Responder will not bill the LEGISLATURE for any expense that was incurred prior to the time that the contract is signed by all parties.

**XVIII. PROPOSAL EVALUATION CRITERIA**

A selection committee established under the direction of 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 conduct discussions with 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 SERVICE meets the specifications described in this RFP and provides the best value to, and provides the highest benefit to, the LEGISLATURE.

20 Overall cost of the SERVICE to the LEGISLATURE.

15 The experience of the responder in providing the SERVICE.

#### **XIX. 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.

#### **XX. 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.

#### **XXI. DEVIATIONS AND EXCEPTIONS**

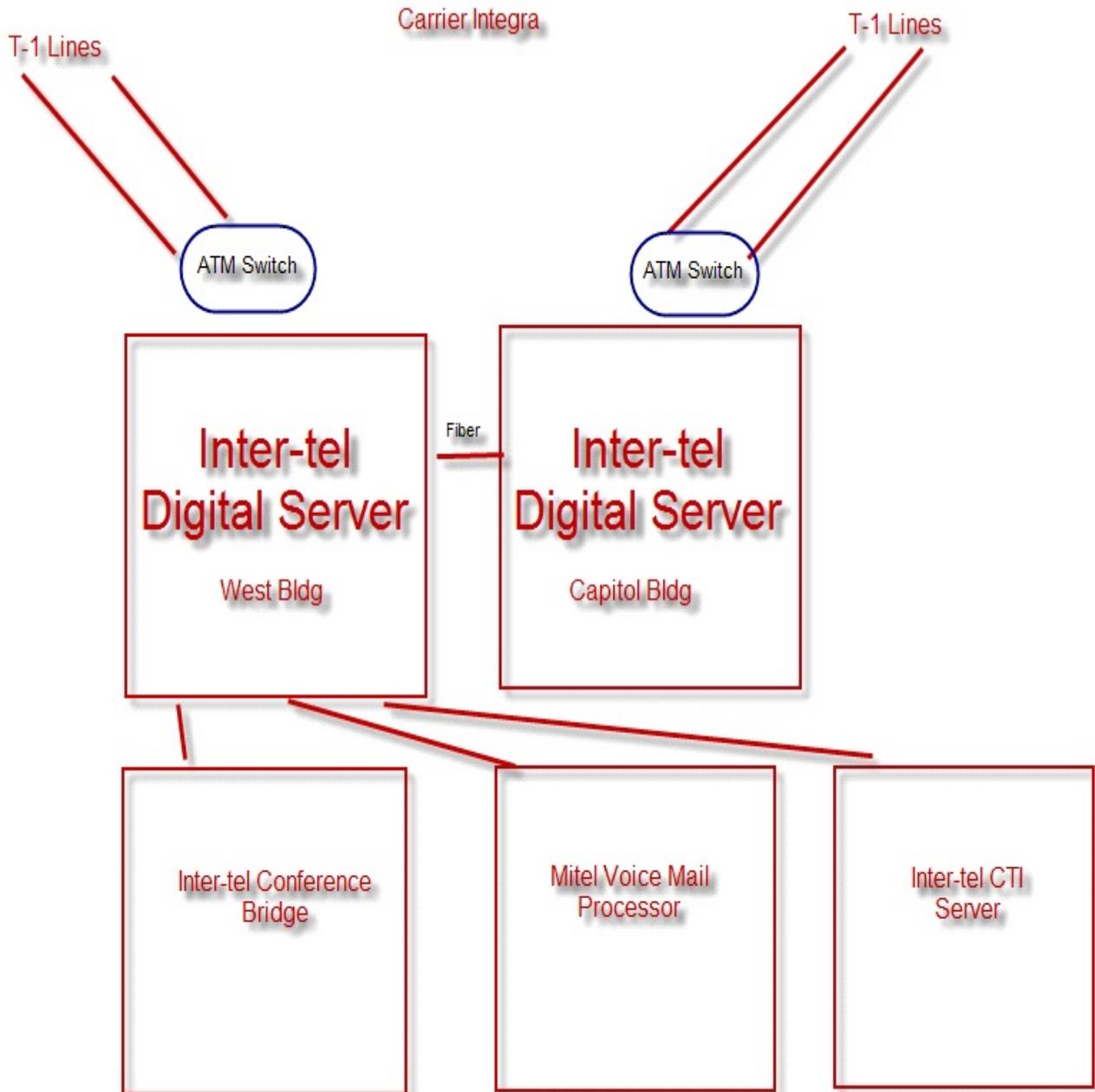
The responder shall describe, in writing, any deviations or exceptions from the requirements, terms, and conditions of this RFP. This description shall be in a separate document that is attached to the responder's response to this RFP and is signed by the responder or the responder's authorized agent. 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.

#### **XXII. 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"

## DIAGRAM OF CURRENT SYSTEM



**ATTACHMENT "2"**  
**Standard Contract Terms and Conditions**  
**Utah State Legislature**

In addition to the terms and conditions included in the RFP, the following terms and conditions will be included in the contract between the successful responder and the LEGISLATURE:

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 LEGISLATURE to declare CONTRACTOR in breach of the AGREEMENT. In the event of a breach by CONTRACTOR, LEGISLATURE 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 LEGISLATURE 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, 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.
- 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 OLRGC.

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 RFP, including all addendums to the RFP, and CONTRACTOR's response to the RFP are hereby incorporated into this AGREEMENT by reference. If any conflict exists between the RFP, CONTRACTOR's response to the RFP, 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 RFP;
- 7.3 CONTRACTOR's response to the RFP.

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 systems, 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 LEGISLATURE. 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 LEGISLATURE's 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 OLRGC within 30 days if CONTRACTOR is 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 LEGISLATURE cannot contract for the payment of funds not yet appropriated. LEGISLATURE 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, or war that is beyond that party's reasonable control. LEGISLATURE 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 OLRGC (or such other person certified as having the authority to bind LEGISLATURE), on behalf of the LEGISLATURE, 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.