
REQUEST FOR PROPOSALS

Issued by:

**The Legislative Fiscal Analyst's Office,
a staff office of the Utah State Legislature**



**Purchase of Printers/Copiers, MF equipment, and
Associated OEM Maintenance and OEM Supplies**

RFP No. 2012-05

I. RFP CONTACT

The Legislative Fiscal Analyst's Office (LFA) 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. "COPIER/PRINTER A" means the Xerox Color 550/560 Printer or a SUBSTANTIALLY EQUIVALENT PRODUCT.
2. "COPIER/PRINTER B" means the Xerox 700 Digital Color Press or a SUBSTANTIALLY EQUIVALENT PRODUCT.
3. "LEGISLATIVE PRINTING" means the Legislative Printing Office, a staff office of the Utah State Legislature.
4. "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.
5. "LFA" means the Legislative Fiscal Analyst's Office, a staff office of the Utah State Legislature, with its offices located at:

Utah State Capitol Complex
House Building, Suite W310,
Salt Lake City, Utah
6. "MDT" means Mountain Daylight Time.
7. "OLRGC" means the Office of Legislative Research and General Counsel, a staff office of the Utah State Legislature.
8. "PRODUCTS" means:
 - a. COPIER/PRINTER A;
 - b. all equipment, software, and accessories provided by the responder for

- c. COPIER/PRINTER A;
 - d. all equipment, software, and accessories provided by the responder for COPIER/PRINTER B;
 - e. any other copiers/printers offered in response to this RFP (in addition to, and not instead of, COPIER/PRINTER A and COPIER/PRINTER B, for example, as a replacement for a copier/printer currently in possession of LEGISLATIVE PRINTING); and
 - f. all equipment, software, and accessories provided by the responder for a copier/printer described in Section II.8.e of this RFP.
9. "RFP" means this request for proposals, issued by the LFA, for the "Purchase of printer/copiers, MF equipment, and associated OEM maintenance and OEM supplies, RFP 2012-05."
10. "SUBSTANTIALLY EQUIVALENT PRODUCT" means a product, other than the specified product, of any brand, if the product and brand are equal in use, quality, economy, and performance to the specified product, as determined by the LFA.

III. PURPOSE OF REQUEST FOR PROPOSALS -- SPECIFICATIONS

The purpose of this RFP is for the outright purchase of one COPIER/PRINTER A and one COPIER/PRINTER B to be used in LEGISLATIVE PRINTING. LFA is also willing to consider options relating to its other copiers/printers in the process of acquiring COPIER/PRINTER A and COPIER/PRINTER B, in order to reduce overall costs relating to the purchase of new copiers/printers, and the use of existing copiers/printers by the LFA and LEGISLATIVE PRINTING.

1. COPIER/PRINTER A

- a. COPIER/PRINTER A is required to include, with the copier/printer:
 - i. a Fiery-based print server or Fiery-based integrated print server;
 - ii. a high capacity extra paper tray (minimum of 2,500 sheets); and
 - iii. an interface module.
- b. The specifications that a SUBSTANTIALLY EQUIVALENT PRODUCT to COPIER/PRINTER A is required to have include:
 - i. resolution for print/copy 2400x2400dpi;
 - ii. an integrated scanner with approximately a 250 sheet capacity;
 - iii. ability to print tabs;

- iv. ability to print double-sided on gloss cover;
- v. three-hole punch and staple functionality;
- vi. load-while-run toner and paper capability;
- vii. duty cycle, productivity, and print speeds substantially similar to the Xerox Color 550/560 Printer;
- viii. paper flexibility/weight specifications substantially similar to the Xerox Color 550/560 Printer; and
- ix. print quality that is similar to the Xerox Color 550/560 Printer, as determined by LFA, for all jobs, including large jobs, from beginning to end.

2. COPIER/PRINTER B

a. COPIER/PRINTER B is required to include, with the copier/printer:

- i. a Fiery-based print server;
- ii. a high capacity extra paper tray (minimum of 2,500 sheets); and
- iii. an interface module.

b. The specifications that a SUBSTANTIALLY EQUIVALENT PRODUCT to COPIER/PRINTER B is required to have include:

- i. resolution for print/copy 2400x2400dpi;
- ii. an integrated scanner with approximately a 250 sheet capacity;
- iii. ability to print tabs;
- iv. ability to print double-sided on gloss cover;
- v. three-hole punch and staple functionality;
- vi. load-while-run toner and paper capability;
- vii. duty cycle, productivity, and print speeds substantially similar to the Xerox 700 Digital Color Press;
- viii. paper flexibility/weight specifications substantially similar to the Xerox 700 Digital Color Press;
- ix. print quality that is similar to the Xerox 700 Digital Color Press, as determined by LFA, for all jobs, including large jobs from beginning to end;
- x. finisher, folder, and booklet maker;
- xi. ability to do a full bleed on 11x17 and smaller; and
- xii. ability to fold 11x17 into engineering fold for input into 8.5x11 binder.

3. OTHER COPIERS/PRINTERS

Following is a list of copiers/printers currently used by LEGISLATIVE PRINTING, a statement of LFA's intent in relation to each copier/printer, and cost and usage data for the copiers/printers that LFA intends to keep:

a. XEROX NUVERA 144 EA

LFA is currently planning on keeping this copier/printer for future use, but is willing to consider other options as part of this RFP, including a trade-in, sale, replacement, or changes to the existing contract (e.g. click charges) relating to this copier/printer that would result in a savings to the LFA.[†] Charges and usage data for this copier/printer are as follows:

- i. Current monthly charge is \$2,614.41 per month for 400,000 clicks.
- ii. Overage click charge is .0045 per click.
- iii. From January 2011 to June 2011, the monthly average of clicks was 208,300 (there were far more clicks during the first part of this time period than during the last part of this time period due to fluctuating work loads).

b. XEROX COLOR 242

LFA is currently planning on transferring this copier/printer from LEGISLATIVE PRINTING to the office of the LFA, but is willing to consider other options as part of this RFP, including a trade-in, sale, replacement, or changes to the existing contract (e.g. click charges) relating to this copier/printer that would result in a savings to the LFA.[†] Charges and usage data for this copier/printer are as follows:

- i. There are no minimum monthly click charges
- ii. Color click rate is .0675 per click.
- iii. Black & white click rate is .0148 per click.
- iv. From January 2011 to June 2011, the monthly average of color clicks was 31,368 (there were far more clicks during the first part of this time period than during the last part of this time period due to fluctuating work loads).
- v. From January 2011 to June 2011, the monthly average of black & white clicks was 15,585 (there were far more clicks during the first part of this time period than during the last part of this time period due to fluctuating work loads).

c. XEROX 265

LFA is not planning on keeping this copier/printer. LFA is willing to consider trading-in or selling this copier/printer as part of this RFP.

d. KONICA MINOLTA C450

LFA is currently planning on keeping this copier/printer for future use, but is willing to consider other options as part of this RFP, including a trade-in, sale, or changes to the existing contract (e.g. click charges) relating to this copier/printer that would result in a savings to the LFA.[†] Charges and usage data for this copier/printer are as follows:

- i. Current quarterly charge is \$1,814 per quarter for 20,000 color clicks and 3,000 black and white clicks.
- ii. Color overage click rate is .088 per click.
- iii. Black & white overage click rate is .018 per click.
- iv. From January 2011 to June 2011, the monthly average of color clicks was 15,378 (there were far more clicks during the first part of this time period than during the last part of this time period due to fluctuating work loads).
- v. From January 2011 to June 2011, the monthly average of black & white clicks was 1,973 (there were far more clicks during the first part of this time period than during the last part of this time period due to fluctuating work loads).

e. XEROX DOC 12

LFA is not planning on keeping this copier/printer. LFA is willing to consider trading-in or selling this copier/printer as part of this RFP.

- † The LFA is not interested in replacing this copier/printer unless doing so would result in a net cost savings to the LFA, taking into account the amount received on trade-in or sale, the cost of a new copier/printer, the click charges relating to the old copier/printer and the new copier/printer, and any other applicable charges or expenses.

IV. TIMELINE

1. The following timeline (subject to change by addendum) will be followed with respect to this RFP:
 - a. RFP Opening Date: May 22, 2012 at 1:00 p.m. (MDT).
 - b. Tour of Legislative Printing Office: June 1, 2012 at 10:00 a.m. (MDT)
 - c. Final Date for Submission of Questions: June 6, 2012 at 1:00 p.m. (MDT).
 - d. Final Date for Addenda to RFP (related to specifications and answering questions submitted before the deadline described in Section IV.1.c of this RFP): June 8, 2012.
 - e. RFP Due Date: June 18, 2012 at 1:00 p.m. (MDT).
 - f. Opening of Responses: June 18, 2012 at 1:15 p.m. (MDT) at LFA.
 - g. Demonstrations: June 20, 2012 through June 22, 2012.
 - h. Award of Contract: June 29, 2012 11:00 a.m. (MDT) at LFA.

2. DETERMINATION OF FINALISTS

If the number of responsible and responsive responses to this RFP that are received by the LFA exceeds three, the LFA may decide to narrow the selection to two or three finalists. If this occurs, an addendum will be issued to announce the process that will be used, and to modify the timeline, as may be necessary.

3. DEMONSTRATIONS

Responders who indicate, in writing, in their response that they desire to conduct PRODUCT demonstrations will be contacted to schedule a demonstration during the demonstration period. If finalists are selected, demonstrations will be limited to finalists. A responder who makes a demonstration shall, at the responder's expense, conduct the demonstration at a location within 25 miles of the Utah State Capitol Building.

4. DISCUSSIONS

Discussions may be conducted with responders 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 will only be permitted (in the form of best and final offers) in accordance with instructions included in a written addendum to this RFP. If the LFA decides to enter into discussions with responders after the closing date of this RFP, but before award of the contract, the LFA will, by addendum, inform each responder or each finalist (as the case may be) who submitted a timely, valid proposal of the schedule for these discussions and procedures for submission of best and final offers. Each responder involved in these discussions will receive equal treatment.

V. REQUEST FOR 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 18, 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 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
P.O. Box 145210
Salt Lake City, Utah 84114-5210

2. LATE SUBMISSIONS

Responses received after June 18, 2012 at 1:00 p.m. (MDT) will not be considered.

3. RESPONDER INFORMATION

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

- a. Title: "Purchase of printer/copiers, MF equipment, and associated OEM maintenance and OEM supplies, RFP 2012-05."

b. Responder Summary Information:

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

c. Brand name and model of copiers/printers included in the response.

4. RFP COMPLIANCE

4.1 The response shall separately state, for each provision of this RFP (including all attachments and addendum to this RFP), that the response meets, and the responder agrees to comply with, that provision. A response that fails to do this may be rejected as non-responsive.

4.2 The LFA reserves the right to waive minor informalities or technicalities in a response.

5. PRODUCT REQUIREMENTS

a. Responses shall be submitted to provide:

- i. one of COPIER/PRINTER A, including service, maintenance, and repair;
- ii. one of COPIER/PRINTER B, including service, maintenance, and repair; or
- iii. both of 5.a.i. and 5.a.ii.

b. Responders who submit responses for both of 5.a.i. and 5.a.ii. shall submit a separate price for each and may, in addition, submit a price for purchasing both. LFA reserves the right to purchase 5.a.i from one responder and 5.a.ii from another responder, or to purchase both from the same responder.

c. Responders may also submit responses that offer copiers/printers, in addition to COPIER/PRINTER A and/or COPIER PRINTER B, in accordance with Section III of this RFP (for example, to replace

copiers/printers that LFA currently intends to retain, with new copiers and printers at a lower click rate).

- d. All PRODUCTS included in the response:
 - i. shall be in new, unused condition;
 - ii. shall be in current production;
 - iii. shall be OEM;
 - iv. shall be available for sale on the response due date;
 - v. may not be announced by the manufacturer as discontinued on or before the response due date; and
 - vi. may not be, and may not include components or parts that are, discontinued, refurbished, rebuilt, reconditioned, remanufactured, or newly remanufactured;
- e. All copiers/printers provided in response to this RFP shall be delivered with regular, full-size consumable supplies (excluding paper), which are included in the purchase price of the copier/printer. "Less than full size" start-up kits are not acceptable.
- f. The responder shall provide a product brochure for each copier/printer included in the response submitted by the responder.
- g. Buyers Laboratory, Inc. will be used by the LFA as a reference guide for specifications clarification and definitions if not otherwise specified or defined in this RFP. The LFA reserves the right to verify information with other published sources.

6. COSTS AND FREIGHT

- a. A responder shall provide detailed information on the cost of the PRODUCTS to the LFA, including click charges and any other charges. A responder is prohibited from charging for any costs not detailed in the responder's response. Estimated clicks for the copiers/printers are included in ATTACHMENT "1".
- b. 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 LFA will make the determination of cost based on the cost to purchase the PRODUCTS and the ongoing costs relating to the PRODUCTS (including, but not limited to, click charges and any other charges from the responder) for a seven year period. LFA will take into account cost savings due to trade-ins, purchase by a responder of a copier/printer currently located in LEGISLATIVE PRINTING, or changes to click charges or other expenses included in a current contract relating to a copier/printer currently located in LEGISLATIVE PRINTING that the LFA intends to retain.

7. RESPONSES ARE BINDING

All responses are required to be signed by a person in authority to bind the responder to the response, the response price, and the terms and conditions of the response. Responses may not be withdrawn for a period of 60 days after the RFP due date. By submitting the response, the responder certifies that all information provided by the responder is true, complete, and accurate, that the responder is willing and able to furnish the PRODUCTS, service, and maintenance specified, that the prices quoted are correct, and that the prices quoted include all charges that will be required from the LFA, LEGISLATIVE PRINTING, or the LEGISLATURE in relation to the PRODUCTS, installation, service, maintenance, and any and all other expenses related to the PRODUCTS, installation, service, and maintenance.

8. MANUFACTURER OR AUTHORIZED DEALER

Responders are to be a manufacturer or a manufacturer's authorized dealer. Responders who submit a response as a manufacturer's representative shall supplement the response with a letter from the manufacturer involved certifying that the responder is a bona fide dealer for the specific product presented and that the responder is authorized to submit a response on the product.

9. UTAH STOREFRONT

Responders are required to have a storefront in the State of Utah. The store front must have been established at least 3 months before the response due date and must be currently functioning as an authorized dealer of at least one manufacturer's line of copiers, and serving customers with copier equipment sales, OEM maintenance and OEM consumable supplies.

10. SERVICE AREA, MAINTENANCE, AND SUPPLIES

- a. Responders must have certified trained service technicians that service the

area that includes the Utah State Capitol Complex.

- b. All maintenance will be performed by factory certified trained personnel.
- c. PRODUCTS will be maintained to manufacturer's specifications.
- d. Maintenance includes labor, toner, developer, OEM parts, photo-receptor (drum) or master units and all consumables except for staples and paper.
- e. Responder will do periodic or preventive maintenance as specified by the manufacturer's guidelines. Responder will perform an un-scheduled basic service and cleaning on all the PRODUCTS purchased by LFA from responder that have not received a service call within six months.
- f. All consumable supplies provided by responder will be OEM supplies.

11. SERVICE AND RESPONSE TIME

- a. Except for black and white copying during the LEGISLATURE's General Session, service must be available between normal working hours of 8:00 a.m. and 5:00 p.m. Monday-Friday, except normal holidays. Responder will adhere to a three (3) hour maximum response time on inoperable PRODUCTS and a six (6) hour maximum response time on operable service calls (copy quality problems may render PRODUCTS inoperable based on the LEGISLATURE's needs). In the event that any PRODUCTS require more than two (2) days down time, the responder will provide a loaner immediately upon request by the LFA or LEGISLATIVE PRINTING. The servicing technician will call LEGISLATIVE PRINTING within one-half hour upon receipt of the service call and give an estimated arrival time for service.
- b. During the LEGISLATURE's General Session, service for black and white copying must be available 24 hours per day, 7 days per week, including holidays. Responder will adhere to a one (1) hour maximum response time on inoperable PRODUCTS and a three (3) hour maximum response time on operable service calls (copy quality problems may render PRODUCTS inoperable based on the LEGISLATURE's needs). In the event that any copier/printer requires more than twenty-four (24) hours down time, the responder will provide a loaner immediately upon request by the LFA or LEGISLATIVE PRINTING. The servicing technician will call LEGISLATIVE PRINTING within one-half hour upon receipt of the service call and give an estimated arrival time for service.

- c. Responder shall keep LEGISLATIVE PRINTING supplied with replacement parts to keep on-hand, including fusers, drums, print modules, and other replaceables for the copiers/printers, allowing LEGISLATIVE PRINTING to change out these parts as needed.

12. REQUEST FOR SERVICE HISTORY

Responder shall provide to LEGISLATIVE PRINTING, upon request and at no charge, a complete and comprehensive service history printout on a PRODUCT provided by the responder within five working days. This service history report will include: an outline of all service calls, response times, failures, copies between service calls and monthly copy volume.

13. SERVICE AND PARTS GUARANTEE

Responder shall guaranty available factory trained OEM service and OEM parts and supplies for seven years from the date of purchase.

14. RESPONDER'S RESPONSIBILITY

The successful responder(s) are solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract.

15. CHANGE OF REPRESENTATIVES

LFA reserves the right to require a change in the responder's representatives if the assigned representative(s) is not, in the opinion of the LFA, adequately meeting its needs.

16. MANUFACTURER'S WARRANTY

PRODUCTS shall have warranties that are industry standard on scope of coverage and length of coverage. Warranties shall begin running from the "up-and running" installation date. Warranties shall be full service warranties that include all OEM parts, materials, all OEM consumable supplies (except for staples and paper) and labor.

17. TRAINING

Responder shall provide, at no additional charge, training to LEGISLATIVE PRINTING staff on the use of the PRODUCTS and accompanying software and on replacement of fusers, drums, print modules, and other replaceables.

VI. OTHER REQUIREMENTS

The responder's name must appear on each page of the response. Erasures, cross-outs, alterations, corrections, or other changes must be initialed by the person who signs the response. The response must contain evidence that the person who signs the proposal is authorized to bind the responder in relation to the response.

VII. EVALUATION AND CONTRACT

1. EVALUATION

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

Points	Criteria
55	The extent to which the PRODUCTS meet the specifications described in this RFP and provide the best solution to the LFA and LEGISLATIVE PRINTING.
30	Overall cost of the PRODUCTS, all charges relating to the PRODUCTS, and all costs savings due to sale of copiers/printers, trade-ins of copiers/printers, and reductions in click charges relating to copiers/printers that are being retained by the LFA.
15	The experience and service records of the responder in providing the PRODUCTS and services for the PRODUCTS.

2. CONTRACT

- a. The contract will be awarded by a selection committee appointed by the LFA.
- b. The successful responder will be required to enter into a contract containing the terms and conditions described in Attachment "2".

VIII. DEBARMENT

The responder certifies 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 any governmental entity. If the responder cannot certify this statement, the responder shall attach a written explanation indicating why the responder cannot certify this statement.

IX. 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 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.

X. ADDENDA

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

<http://le.utah.gov>
2. 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.
3. LFA 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

XI. 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 response must specifically identify the information that the responder 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 LFA'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 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.

XII. MODIFICATIONS TO, OR WITHDRAWAL OF, RESPONSE

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 (if best and final offers are requested), 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 LFA 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.

XIII. 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 response, attending meetings in relation to this RFP, product demonstrations, 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.

XIV. RESPONSE AWARD AND CRITERIA

1. A selection committee established by the LFA will evaluate each response submitted in response to this RFP. The selection committee or its agents may participate in product demonstrations and discussions.

2. The contract will be awarded by the LFA to the responsible and responsive responder or responders (in the case that COPIER/PRINTER A and COPIER/PRINTER B are purchased from separate responders) who the evaluation committee determines will provide the best value to, and provide the highest benefit to, the LFA.

XV. MISCELLANEOUS RESERVATION OF RIGHTS

The LFA 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 PRODUCTS or services. The LFA reserves the right to reject and not consider any responses submitted in response to this RFP that are not responsible and responsive or that do not strictly comply with the requirements of this RFP or with the requirements of law.

XVI. RESTRICTIONS ON PUBLICITY

A successful responder may not, without the prior written approval of the LFA, do any of the following:

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

XVII. 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 response and is signed by the responder or the responder's authorized agent. In the absence of such a document, the response 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 a response on the grounds that the response is not responsive to the RFP.

XVIII. GOVERNING LAW

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