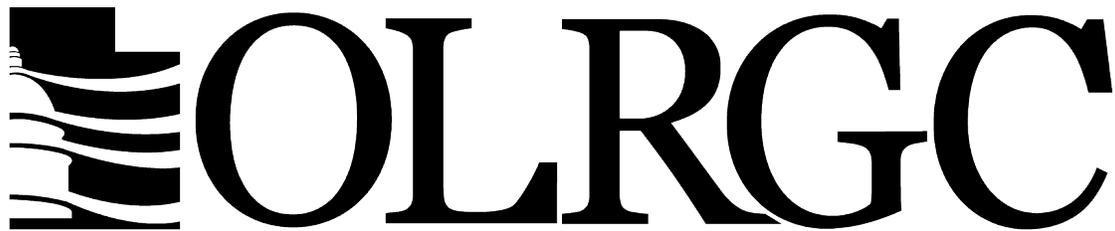

REQUEST FOR PROPOSALS

Issued by:

**The Office of Legislative Research and General
Counsel**



**PRIVATE INVESTIGATION SERVICES RELATING TO
HOUSE INVESTIGATIVE COMMITTEE**

RFP No. 2013-02

I. RFP CONTACT

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

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

During the entire RFP process, responders and potential responders are prohibited from contacting a member of the COMMITTEE or of the RFP evaluation committee, either directly or indirectly (the sole exception being contact by a finalist during an interview of the finalist, as part of Phase 3 of the RFP evaluation process). The only other contact permitted is through the RFP contact Thomas Vaughn. Failure to comply with this RFP requirement is grounds for removal of the responder or potential responder from participation in the RFP process and from consideration for award of the contract.

II. DEFINITIONS

As used in this RFP:

1. "COMMITTEE" means the committee of the HOUSE created for the purpose of investigating and making findings in relation to allegations of misconduct made against Attorney General John Swallow and matters related to the attorney general that arise as part of the investigation.
2. "HOUSE" means the Utah House of Representatives.
3. "INVESTIGATION SERVICES" means providing the services of a private investigator and private detective, including, but not limited to:
 - a. interviewing witnesses;
 - b. gathering and preserving physical evidence, including, but not limited to, forensic evidence;
 - c. preserving the chain of evidence;
 - d. testifying;
 - e. building and maintaining case files;

- f. preparing investigative reports;
 - g. discovering additional witnesses and evidence; and
 - h. investigating allegations of criminal and civil misconduct.
4. "LEGISLATIVE GENERAL COUNSEL" means the general counsel to the Utah State Legislature.
 5. "LEGISLATURE" means the Utah State Legislature, the HOUSE, the Utah Senate, their members, staff, staff offices, and all employees of the Utah State Legislature, the HOUSE, the Utah Senate, and their staff offices.
 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. "RFP" means this request for proposals, issued by the OLRGC, for "Private Investigator Services Relating to House Investigative Committee, 2013-02."
 9. "SPECIAL COUNSEL" means an individual, group of individuals, or a firm that contracts with the OLRGC to provide legal services to the COMMITTEE.

III. PURPOSE OF REQUEST FOR PROPOSALS

1. The purpose of this RFP is to enter into a contract with a qualified individual, group of individuals, or entity to provide INVESTIGATION SERVICES to the COMMITTEE in relation to its duties to investigate and make findings in relation to allegations of misconduct made against Attorney General John Swallow and matters related to the attorney general that arise as part of the investigation.
2. The individual(s) or entity to whom the contract is awarded will be expected to, under the direction of, and in consultation with, the LEGISLATIVE GENERAL COUNSEL and SPECIAL COUNSEL, provide work relating to the provision of INVESTIGATION SERVICES to the COMMITTEE, and will require a team of private investigators and secretarial and other support staff for the team of private investigators.
3. This RFP is designed to provide basic information sufficient to solicit proposals from qualified individuals, groups of individuals, or entities, but (except to the extent expressly provided otherwise) is not intended to limit a proposal's content or exclude any relevant, important, or essential information.

4. The contract will be awarded for a period of two years, with the option to extend if needed, and with the option of the OLRGC to terminate the contract earlier than the two-year period if:
 - a. the INVESTIGATION SERVICES are no longer needed; or
 - b. OLRGC is not satisfied with the responder or the INVESTIGATION SERVICES provided.
5. It is anticipated that:
 - a. the work of the COMMITTEE will begin immediately after award of the contract;
 - b. the majority of the COMMITTEE's work will be completed within six to twelve months after award of the contract, with a large time commitment expected from the responder;
 - c. the contract awarded will be in effect until the COMMITTEE is dissolved and any subsequent INVESTIGATION SERVICES are concluded; and
 - d. some of the work of the COMMITTEE may extend beyond twelve months.
6. Responder shall provide the INVESTIGATION SERVICES in an expeditious and professional manner.
7. The OLRGC will seriously consider all responsive and responsible responses from in-state and out-of-state providers.
8. Although it is not an RFP requirement, responders from outside of Utah are encouraged to associate with a Utah private investigation agency, if possible.

IV. BACKGROUND

Since taking office on January 7, 2013, several allegations of misconduct have been made (including many that were widely reported by public media) against Attorney General John Swallow. The alleged misconduct may have occurred before John Swallow served as deputy attorney general or attorney general (and relates to his fitness to subsequently serve as deputy attorney general or attorney general), while he served as a deputy attorney general, while he was a candidate for attorney general, and while he served as attorney general. John Swallow is currently under federal investigation in relation to some of the allegations made against him. On July 3, 2013, the HOUSE created a special investigative committee to investigate the allegations against him and make findings of fact in relation to those allegations.

V. TIMELINE

1. The following timeline (subject to change by addendum) will be followed with respect to this RFP:
 - a. RFP Opening Date: August 13, 2013.
 - b. Final Date for Submission of Questions: August 17, 2013, at Noon (MDT).
 - c. Final Date for Addenda to RFP (related to specifications and answering questions submitted before the deadline described in Section V.1.b of this RFP): August 20, 2013.
 - d. RFP Response Submission Deadline: August 23, 2013, at Noon (MDT).
 - e. Opening of Proposals: August 23, 2013, at 12:10 p.m. (MDT) at OLRGC.
 - f. Announcement of Finalists: August 28, 2013.
 - g. Interviews with Finalists: August 29, 2013.
 - h. Award of Contract: August 30, 2013, at OLRGC.

2. INTERVIEWS AND DISCUSSIONS

Interviews will be conducted in person or via video feed.

In accordance with Section 63G-6a-703 and Section 63G-6a-705, discussions may be conducted with responders who submit proposals determined to have a reasonable likelihood of being awarded the contract, followed by an opportunity to make best and final offers. However, proposals may be accepted without discussions, in which case award of the contract will be made based on the proposals initially submitted by the responders.

Discussions are different than interviews, in that they involve a conversation regarding potential changes to RFP requirements, with a subsequent opportunity to submit best and final offers in response to any changes that are made. Discussions with responders will only be held if they are determined to be necessary after an initial review of the proposals submitted. Changes to the RFP requirements will not be discussed during interviews. The purpose of interviews is to assist the evaluation committee in determining the correct score to award during the evaluation of the responses.

VI. REQUEST FOR PROPOSALS

1. SUBMISSION TIME, PLACE, AND MANNER

a. PROPOSALS

Proposals provided in response 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 August 23, 2013, at Noon (MDT). The electronic copy may be provided by email to tomvaughn@le.utah.gov (OLRGC 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
PO Box 145210
Salt Lake City, Utah 84114-5210

b. LATE SUBMISSION OF PROPOSALS

Proposals received after August 23, 2013, at Noon (MDT) will not be considered.

2. RFP REQUIREMENTS

- a. Responder shall provide INVESTIGATION SERVICES to the COMMITTEE.
- b. Responder shall provide the INVESTIGATION SERVICES to the COMMITTEE under the direction of the SPECIAL COUNSEL and the LEGISLATIVE GENERAL COUNSEL. The SPECIAL COUNSEL and the responder are under the direction and control of, and ultimately answerable to, the LEGISLATIVE GENERAL COUNSEL, who is charged by the Utah Constitution with the responsibility and authority to “provide and control all legal services for the Legislature . . .” (Utah Constitution, Article VI, Section 32, Subsection 2. The LEGISLATIVE GENERAL COUNSEL will establish a protocol regarding the involvement of the SPECIAL COUNSEL and the LEGISLATIVE GENERAL COUNSEL when the responder needs to communicate directly with the COMMITTEE, members of the COMMITTEE, or staff assigned to the COMMITTEE.
- c. Responder shall designate one individual as responder’s lead investigator. Responder’s lead investigator shall be the most qualified investigator on the team assigned by responder to be directly and substantially involved in providing INVESTIGATION SERVICES to the COMMITTEE. The lead investigator shall be primarily responsible for providing the INVESTIGATION SERVICES and communicating with the LEGISLATIVE GENERAL COUNSEL, SPECIAL COUNSEL, others specified by the LEGISLATIVE GENERAL COUNSEL, and the COMMITTEE.
- d. Responder’s lead investigator and other investigators assigned by the responder to provide INVESTIGATION SERVICES to the COMMITTEE shall be available to

easily be reached by, and regularly communicate with, the LEGISLATIVE GENERAL COUNSEL, SPECIAL COUNSEL, COMMITTEE members, and others designated by the LEGISLATIVE GENERAL COUNSEL.

- e. The investigators who will provide INVESTIGATION SERVICES to the COMMITTEE shall:
 - i. have knowledge and experience in providing INVESTIGATION SERVICES, including, but not limited to:
 - A. investigating criminal and civil misconduct;
 - B. familiarity with federal and state statutory and constitutional law relating to investigations, subpoenas, testimony by witnesses, the right to counsel, the right against self-incrimination, the granting of immunity, and government action and proceedings;
 - C. interviewing witnesses;
 - D. conducting forensics;
 - E. conducting interviews;
 - F. gathering and preserving physical evidence and the chain of evidence;
 - G. testifying before administrative bodies and courts;
 - H. summarizing and reporting investigation results; and
 - I. interviewing techniques and other investigative techniques.
 - ii. demonstrate an ability to:
 - A. effectively conduct investigations into civil and criminal misconduct;
 - B. marshal evidence and witnesses for presentation to the COMMITTEE or another legislative body;
 - C. maintain confidential information;
 - D. develop and execute effective investigative strategies; and
 - E. work under the direction of an attorney.

- iii. be available to conduct interviews without significant advance notice.
- f. Responder will work closely with the LEGISLATIVE GENERAL COUNSEL and SPECIAL COUNSEL.
- g. Responder, including each investigator who will provide INVESTIGATION SERVICES to the COMMITTEE, shall be covered by insurance in an amount that is, and with terms that are, consistent with amounts and terms generally accepted in the industry.
- h. The responder shall provide its own support staff to enable the responder to provide the INVESTIGATION SERVICES in a timely, professional manner.
- i. All investigators who provide INVESTIGATION SERVICES under this RFP:
 - i. shall be in good standing with all jurisdictions that the investigators are licensed with;
 - ii. shall comply with one of the following:
 - A. be licensed to practice law in the state of Utah; or
 - B. be capable of obtaining a limited-use license from the Utah Bureau of Criminal Investigation, in accordance with Utah Code Section 53-9-121, to provide the services of a private investigator and private detective to the COMMITTEE;
 - iii. may not have, nor appear to have, a conflict of interest in providing the INVESTIGATION SERVICES; and
 - iv. shall have demonstrated qualifications and ability to provide the INVESTIGATION SERVICES.
- j. Responder's lead investigator shall communicate with the LEGISLATIVE GENERAL COUNSEL (or the LEGISLATIVE GENERAL COUNSEL'S designee) every two weeks to determine, and receive approval for, the maximum amount of fees and expenses chargeable to the OLRGC that will likely be incurred in the upcoming two-week period. If it appears that the responder will exceed the approved amount, the lead investigator shall communicate with the LEGISLATIVE GENERAL COUNSEL and receive approval before exceeding the previously approved amount. The OLRGC will pay all reasonable fees and expenses that are approved according to this procedure.

3. RESPONDER INFORMATION

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

a. Title: "RFP for Private Investigator Services Relating to House Investigative Committee, 2013-02"

b. Responder Summary Information:

Name:

RFP Contact Person:

Address:

Telephone:

Fax:

Email:

Federal Tax ID Number:

4. EXECUTIVE SUMMARY

The second portion of the proposal shall contain a one or two page executive summary that briefly describes the responder's proposal. This summary shall serve to highlight the major features of the proposal. The reader should be able to determine the essence of the proposal by reading the executive summary.

The executive summary shall also describe any deviations from, or exceptions to, the requirements, terms, and conditions of this RFP. In the absence of such a written description, 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, or exceptions to, 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.

5. DETAILED DESCRIPTION

The third portion of the proposal constitutes the main portion of the response and shall include the following:

a. A complete narrative of the responder's assessment of the work to be performed, the responder's ability and approach, and the resources necessary to fulfill the requirements. This narrative shall demonstrate the responder's understanding of the overall performance expectations and clearly indicate all options and alternatives proposed.

b. A description of the qualifications, including experience, education, training, and

knowledge of each individual that the responder will designate to provide the INVESTIGATION SERVICES described in this RFP, specifying the individual who will be the lead investigator for the responder.

- c. For the responder and each investigator who will be assigned to provide INVESTIGATOR SERVICES to the COMMITTEE, a statement that includes:
 - i. all jurisdictions where the responder or investigator is, or has been authorized to provide the services of, a private investigator or private detective, or has been certified as a law enforcement officer;
 - ii. whether the responder or investigator is in good standing with each of those jurisdictions; and
 - iii. whether the responder or investigator has ever been disciplined, or is currently subject to disciplinary proceedings, by those or any other jurisdictions.
- d. For the responder and each investigator who will be assigned to provide INVESTIGATOR SERVICES to the COMMITTEE, written proof from each jurisdiction where the responder and each investigator are currently licensed as, or to provide the services of, a private investigator or private detective, stating that the responder or investigator is licensed, in good standing, by that jurisdiction as, or to provide the services of, a private investigator or private detective and indicating the date on which the license expires.
- e. A list of references (including a contact person and that person's contact information and title) of persons or entities for which the responder has provided the services described in Section VI.5.c.i of this RFP who can render an opinion regarding the ability of the responder to provide the INVESTIGATION SERVICES.
- f. A statement that, during the entire period of time during which the responder provides the INVESTIGATION SERVICES, the responder, and all investigators who provide the INVESTIGATION SERVICES, will fully comply with all federal and Utah laws.
- g. A statement indicating whether the responder, or any investigator or other individual affiliated with the responder, has any potential conflict of interest, or the possibility of the appearance of any conflict of interest (including, but not limited to: campaign contributions or prior or current investigative work to, of, or for, John Swallow, Mark Shurtleff, or their opponents in past elections; or prior or current investigative work of, or for, Darl McBride, Jeremy Johnson, Marc Jenson, Richard Rawle, or other potential witnesses in the investigation of John Swallow that are generally known to the public) with the provision of INVESTIGATION SERVICES to the COMMITTEE. For each potential conflict of interest or possibility of the appearance of a conflict of interest, state for each:

- i. the names of the individuals or entities involved;
 - ii. the nature of the conflicts; and
 - iii. the steps that the responder will take to avoid conflicts or the appearance of a conflict.
- h. A certification indicating 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.
- g. Proof of insurance and the levels and terms of the insurance.
- h. A specific point-by-point response, in the order listed, to each requirement of the RFP, including all addenda to the RFP, indicating whether the responder meets, and agrees to comply with, the requirement. For example, a point by point response could read as follows:

“Responder understands, and agrees to comply with, the following provisions of the RFP:

- 1. Section I
- 2. Section II, including 1,2,3a,3b,3c,3d,3e,3f,3g,3h, 4, 5, 6, 7, 8 and 9
- 3. Section III, including 1, 2, 3, 4a, 4b, 5a, 5b, 5c, 5d, 6, and 7

...

[__.] Attachment A, Sections I, II, including a and b, III, and IV.

[__.] Attachment B, including Section 1, 1.1, 1.2, 1.2.1, 1.2.2, 1.3, 2, 2.1, . . .”

6. COST

In a separate electronic document entitled “Cost”, responder shall include all information on cost for the INVESTIGATION SERVICES and any related items for which the responder may charge. The document shall consist of the completed cost proposal form (Attachment A). A proposal may be rejected as nonresponsive if any cost information is included in any portion of the proposal response other than in the “Cost” document. In order to ensure a fair process, the evaluation committee is (unless an exception is granted under Subsection 63G-6a-707(7)) prohibited by law from having any knowledge in relation to cost until the evaluation process is completed.

7. RFP COMPLIANCE

The OLRGC reserves the right to:

- a. reject a proposal on the grounds that it is not responsible (as defined in Utah Code Section 63G-6a-103);
- b. reject a proposal on the grounds that it is not responsive (as defined in Utah Code Section 63G-6a-103);
- c. reject a proposal that does not strictly comply with the requirements of this RFP and the required submission format; and
- d. waive minor informalities or minor technical errors in a proposal.

8. PROPOSALS ARE BINDING

All proposals are required to be signed by a person in authority to bind the responder to the response, the response cost, and the terms and conditions of the proposals. Proposals may not be withdrawn for a period of 60 days after the RFP due date. By submitting a proposal, 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 INVESTIGATION SERVICES in the manner described in this RFP, that the costs quoted are correct, and that the costs quoted include all charges that will be required in relation to the provision of INVESTIGATION SERVICES.

9. RESPONDER'S RESPONSIBILITY

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

VII. OTHER REQUIREMENTS

1. 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.
2. By submitting a proposal in response to this RFP, responder is acknowledging that the requirements, scope of work, and evaluation process described in this RFP are fair, equitable, not unduly restrictive, understood, and agreed to. Any exceptions to the content of the RFP must be protested in writing before the RFP response submission deadline.

VIII. EVALUATION AND CONTRACT

1. EVALUATION CRITERIA

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

Points	Criteria
40	Demonstrated ability of responder to provide the INVESTIGATION SERVICES and satisfy the requirements of the RFP.
25	Qualification and expertise of responder's lead investigator (i.e., proven track record).
20	Qualification and expertise of responder's other investigators and support staff who will provide, or assist in providing, the INVESTIGATION SERVICES.
15	Cost

- b. Responders from Utah will not be given a preference over responders from outside of Utah, unless the responders from outside of Utah are from a state that gives a procurement preference to in-state providers.

2. EVALUATION PROCESS

- a. Phase 1:

The evaluation committee will review all proposals that are timely received. Proposals that are not responsible, responsive, or do not strictly comply with the requirements of this RFP and the required submission format will be eliminated from further consideration.

- b. Phase 2:

The evaluation committee will evaluate proposals that are not eliminated in Phase 1 in accordance with the following criteria:

Points	Criteria
40	Demonstrated ability of responder to provide the INVESTIGATION SERVICES and satisfy the requirements of the RFP.
25	Qualification and expertise of responder's lead investigator (i.e., proven

track record).

- 20 Qualification and expertise of responder's other investigators and support staff who will provide, or assist in providing, the INVESTIGATION SERVICES.

The evaluation committee will select the top three (or more, at the discretion of the evaluation committee) responders who receive the highest scores awarded in Phase 2, to move on to Phase 3 of the evaluation process. All other proposals will be removed from further consideration.

c. Phase 3

Responders that are not eliminated in Phase 1 or Phase 2 will be contacted to schedule an interview with the responder's proposed lead investigator. Interviews will be conducted in person or via video feed. The scores awarded under Phase 2 will be adjusted, as necessary, in light of the responders' interview performance.

d. Phase 4

After the adjustments described in Phase 3 are made, each finalist will receive a score for cost of up to 15 points, as follows:

The proposal with the lowest cost in each cost category will receive the maximum points available for that cost category. Thirteen points are based on the "hourly rate" category and two points are based on the "other expenses" category (see Attachment A). All other proposals will receive points determined by the ratio of the proposal's cost in the applicable cost category to the proposal with the lowest cost in that cost category. The ratio is calculated as follows: the maximum points available for the applicable cost category, multiplied by $(2 - \text{proposal price}/\text{lowest proposed price})$.

A responder whose cost is at least twice the lowest cost in a cost category will receive zero points for that cost category.

- e. The OLRGC reserves the right to award the contract to a technically qualified lower-cost responder that scored lower than the highest scoring responder if, based on a cost benefit analysis required by the Utah Procurement Code, the highest scoring responder will not provide the best value offered to the state.
- f. The OLRGC reserves the right to award the contract to more than one responder.

3. UTAH PROCUREMENT CODE

All proposals will be evaluated in accordance with the requirements of the Utah

Procurement Code.

4. CONTRACT

- a. The contract will be tentatively awarded (pending successful contract negotiations) to the responder whose proposal is the most advantageous to the state, taking into consideration price and other evaluation factors described in this RFP or required by law.
- b. The contract shall include, but not be limited to, the standard terms and conditions included in Attachment B.
- c. The OLRGC reserves the right to refuse to negotiate on deviations or exceptions if the OLRGC determines that the exceptions are excessive or not in the interest of the state, or that negotiations could result in significant costs to the state or take a significant period of time.
- d. The OLRGC reserves the right to review the contract on a regular basis in relation to performance and cost and may negotiate terms relating to cost and service during the term of the contract.
- e. All pricing shall be guaranteed for the entire term of the contract, including any extensions or amendments.

IX. QUESTIONS

Questions, requests for changes to this RFP, and requests for clarification must be submitted by email to tomvaughn@le.utah.gov on or before August 17, 2013, at Noon (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 (including answers to questions provided by addendum) 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. The OLRGC may attempt to, but is not required to, provide email notification of an

addendum to any person who sends a request to receive notification to:

tomvaughn@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 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 LEGISLATURE 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. Attempts to designate an entire proposal, or large portions of a proposal, as protected will not be honored. Attempts to protect information relating to cost will also not be honored.

XII. MODIFICATIONS TO, OR WITHDRAWAL OF, RESPONSE

A responder may modify or withdraw the responder's proposal, at any time before the closing date and time for submitting a proposal, by providing a written modification or a written statement withdrawing the proposal to the RFP contact. Modifications or letters of withdrawal received by the RFP contact after the closing date and time for submitting a proposal will be rejected as invalid. The version of a response to this RFP, as it exists at the closing date and time for submitting a proposal, 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 proposal, attending meetings in relation to this RFP, discussions, 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 for any expense that was incurred prior to the time that the contract is signed by all parties.

XIV. 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.

XV. RESTRICTIONS ON PUBLICITY

A 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.
2. Refer to the LEGISLATURE, or use any data, pictures, or other representation of the LEGISLATURE, in its advertising, marketing, or other promotional efforts.

XVI. GOVERNING LAW

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

ATTACHMENT A
COST PROPOSAL FORM

Cost shall be submitted in the format outlined in this form. Failure to comply with this format may result in the proposal being rejected as nonresponsive.

Cost

I. Hourly Rates

Lead Investigator \$_____ per hour
Principal Investigators \$_____ per hour
Other Investigators \$_____ per hour
Secretaries \$_____ per hour

II. Other expenses

a. Travel, room, and board:

Travel \$_____ per round-trip to Utah, per person
Lodging \$_____ per day, per person
Food \$_____ per day, per person

b. Describe all other expenses the OLRGC will be charged, including, but not limited to, copies, evidence preservation and storage, and clerical or administrative work.

III. Billing

Describe the billing practices that will be used by the responder and describe the frequency and details of billing.

IV. Other Information

Provide any other information relevant to cost.

ATTACHMENT B

STANDARD TERMS AND CONDITIONS

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(s) (CONTRACTOR) and the OLRGC:

1. TERMINATION

1.1 This AGREEMENT may be terminated for cause by CONTRACTOR in advance of the specified termination date, upon written notice of default being given by the other party. The OLRGC will be given (30) thirty working days after notification to correct and cease the violations, after which, if the violations are not corrected or ceased, the contract may be terminated for cause.

1.2 The OLRGC may terminate this AGREEMENT at any time when:

1.2.1 the INVESTIGATION SERVICES are no longer needed; or

1.2.2 the OLRGC is not satisfied with the responder or the INVESTIGATION SERVICES provided.

1.3 The following terms will survive termination of the AGREEMENT: (to be specified before the AGREEMENT is signed).

2. DEFAULT AND REMEDIES

If CONTRACTOR breaches this AGREEMENT, the OLRGC may do one or more of the following:

2.1 Exercise any remedy provided by law; or

2.2 Suspend CONTRACTOR from receiving future bid/proposal solicitations.

3. INDEPENDENT CONTRACTOR

3.1 CONTRACTOR is an independent contractor and, except as expressly authorized by this AGREEMENT or by the LEGISLATIVE GENERAL COUNSEL, is not authorized, expressly or by implication, to bind the LEGISLATURE, 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, the State of Utah, or any member, office, officer, department, agent, official, or employee

of the LEGISLATURE or the State of Utah.

- 3.2 Except as otherwise expressly provided in this AGREEMENT, CONTRACTOR is solely responsible to pay for all of CONTRACTOR's expenses and to pay each employee or subcontractor of CONTRACTOR all salary, 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 LEGISLATIVE GENERAL COUNSEL.

5. GOVERNING LAW

This AGREEMENT shall be construed in accordance with, and governed by, the laws of the State of Utah, without reference to principles governing choice or conflict of laws. The parties will submit to the jurisdiction of the courts of the State of Utah 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 C.F.R. 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 addenda to this RFP, and CONTRACTOR's response to this RFP, are hereby incorporated into this AGREEMENT by reference. If any conflict exists between the RFP, CONTRACTOR's response to this 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 this RFP.

8. LAWS AND REGULATIONS

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

9. 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.

10. 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 legislative 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.

11. 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 AGREEMENT.

12. 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 the Office of Legislative Research and General Counsel within 30 days if debarred by any governmental entity during the term of this AGREEMENT.

13. INDEMNITY CLAUSE

CONTRACTOR releases, protects, defends, 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.

14. 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. The OLRGC 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, the OLRGC 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.

15. 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. The OLRGC may terminate this AGREEMENT after determining that such delay or default will prevent successful performance of this AGREEMENT.

16. 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.

17. MODIFICATION OF AGREEMENT

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

18. 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.

19. PUBLIC INFORMATION

This AGREEMENT and documents relating to this AGREEMENT are subject to release in accordance with Utah Code, Title 63G, Chapter 2, Government Records Access and Management Act.

20. 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.