
REQUEST FOR PROPOSALS

Issued by:

**The Office of Legislative Research
and General Counsel,
a staff office of the Utah State Legislature**



REDISTRICTING SOFTWARE SOLUTION AND SUPPORT SERVICES

RFP No. OLRGC-2020-01

May 12, 2020

I. DEFINITIONS

As used in this RFP:

1. "CONTRACTOR" means the PERSON whose proposal is selected for an award of a contract pursuant to this RFP and who enters into a contract with OLRGC.
2. "LEGISLATURE" means:
 - a. the Utah State Legislature, including the Utah House of Representatives and the Utah Senate;
 - b. the members, staff, and employees of the Utah State Legislature, the Utah House of Representatives, or the Utah Senate; and
 - c. staff offices of the Utah State Legislature, the Utah House of Representatives, or the Utah Senate, and employees of those staff offices.
3. "MDT" means Mountain Daylight Time.
4. "OLRGC" means the Office of Legislative Research and General Counsel, a staff office of the Utah State Legislature.
5. "PERSON" means an individual or an entity.
6. "REDISTRICTING" means the process of drawing maps, using official census data, census blocks, shape files, political boundaries, geographic boundaries, and other boundaries and data to divide Utah into congressional districts, state Senate districts, state House of Representatives districts, and State Board of Education districts, for purposes of conducting elections and representing state citizens, in a manner that complies with all standards adopted by the LEGISLATURE'S redistricting committee and with all applicable constitutional and legal requirements.
7. "REDISTRICTING SOFTWARE SOLUTION" means the redistricting software solution described in Section II.2 of this RFP.
8. "RESPONDER" means a PERSON who submits a proposal in response to this RFP and, in the case of the PERSON who is awarded a contract pursuant to this RFP, includes the CONTRACTOR.
9. "RESPONSIBLE" means being capable, in all respects, of:
 - a. meeting all the requirements of this RFP; and
 - b. fully performing all the requirements of the contract resulting from the RFP, including being financially solvent with sufficient financial resources to perform the contract.
10. "RESPONSIVE" means conforming in all material respects to the requirements of this RFP.

11. "RFP" means this Request for Proposals issued by the Office of Legislative Research and General Counsel for Redistricting Software Solution and Support Services, RFP No. OLRGC-2020-01.

12. "SUPPORT SERVICES" means the software solution support described in Section II.3 of this RFP.

II. PURPOSE OF REQUEST FOR PROPOSALS -- SPECIFICATIONS

1. PURPOSE

The purpose of this RFP is for OLRGC to enter into a contract with a qualified PERSON to:

- a. Purchase a REDISTRICTING SOFTWARE SOLUTION and, if multiple user licenses are required, at least five licenses to use the REDISTRICTING SOFTWARE SOLUTION (with the option to purchase more) to be used for Utah's REDISTRICTING process, occasioned by the 2020 federal census;
- b. Obtain SUPPORT SERVICES for the REDISTRICTING SOFTWARE SOLUTION; and
- c. Permit the Utah Independent Redistricting Commission to purchase the REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES at the same price and on the same terms as OLRGC under this RFP and the resulting contract.

2. SPECIFICATIONS FOR REDISTRICTING SOFTWARE SOLUTION

- a. A RESPONDER must satisfy OLRGC that the REDISTRICTING SOFTWARE SOLUTION meets the following specifications:
 - i. Meets or exceeds industry standards for software used in the REDISTRICTING process.
 - ii. Provides a tool that may be accessed online, via a website, by any member of the public to draw REDISTRICTING maps, post REDISTRICTING maps for review by any person, and comment on, and review comments made regarding, any REDISTRICTING map. The software and online tool shall be compatible, but may be either separate software, or a combined software solution that allows the LEGISLATURE to complete the REDISTRICTING process by using the online tool only. Regardless of the solution proposed, the LEGISLATURE (and the Utah Independent Redistricting Commission if the commission chooses to purchase the REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES under this RFP and the resulting contract) must be able to sequester maps

that have not yet been made public from view or access by the public or any other person until made public by the entity (the LEGISLATURE or the Utah Independent Redistricting Commission) that has ownership or control of the map.

- iii. Demonstrated reliability.
- iv. User/learner friendly.
 - v. Capability to quickly draw and process redistricting maps.
 - vi. Versatility and functionality that meets or exceeds industry standards.
 - vii. Capacity to document and communicate a redistricting map and any changes to the map.
 - viii. Capacity for data import, export, and integration.
- b. Additional consideration may be given for software that is flexible and customizable.

3. SPECIFICATIONS FOR SUPPORT SERVICES

- a. A RESPONDER must satisfy OLRGC that the software support provided to the LEGISLATURE for the REDISTRICTING SOFTWARE SOLUTION meets or exceeds industry standards.
- b. The software support includes keeping the REDISTRICTING SOFTWARE SOLUTION updated to resolve any problems with the REDISTRICTING SOFTWARE SOLUTION's functionality or security, providing training to OLRGC staff on all aspects and functions of the REDISTRICTING SOFTWARE SOLUTION, promptly responding to OLRGC staff when OLRGC staff make inquiries or raise concerns regarding the REDISTRICTING SOFTWARE SOLUTION, promptly resolving those inquiries and concerns, and promptly responding to and resolving any problems that arise in relation to the REDISTRICTING SOFTWARE SOLUTION.

III. TIMELINE OF RFP PROCESS

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

1. RFP issuance date: Tuesday, May 12, 2020.
2. Deadline for submitting questions for clarification of RFP provisions: 5:00 p.m. MDT on Tuesday, May 26, 2020.
3. Date by which OLRGC expects to issue an addendum or addenda to the RFP to answer questions submitted before the deadline described in Section III.2 of this RFP: Tuesday, June 2, 2020.
4. Deadline for submitting a proposal in response to this RFP: 12:00 noon MDT on Tuesday, June 9, 2020.

After the deadline for submitting proposals, the evaluation committee will notify RESPONDERS of the timeline the evaluation committee anticipates following to evaluate proposals and recommend a proposal to OLRGC.

IV. PROPOSAL REQUIREMENTS

1. SUBMISSION TIME, PLACE, AND MANNER

- a. Proposals submitted in response to this RFP may NOT be submitted via SciQuest.
- b. An electronic copy in PDF format must be received by the RFP contact, Robert H. Rees, on or before 12:00 noon MDT on Tuesday, June 9, 2020. The electronic copy may be submitted by email to rrees@le.utah.gov (the email transmission, including attachments, is limited to 25MB per email; larger submissions must be broken into parts and submitted separately) or may be provided on a flash drive and delivered to the following address:

Attention: Robert H. Rees
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
- c. OLRGC will not consider proposals received after 12:00 noon MDT on Tuesday, June 9, 2020.

2. RESPONDER INFORMATION

The first page of the proposal must include the following information:
Title: "Proposal in Response to RFP for the Purchase of Redistricting Software Solution and Support Services, RFP No. OLRGC-2020-01."

3. RESPONDER Summary Information:

- a. Name:
- b. Contact Person:
- c. Address:
- d. Telephone:
- e. Fax:
- f. Email:
- g. Federal Tax ID Number:

4. Product name and brief description of REDISTRICTING SOFTWARE SOLUTION included in the proposal.

5. EVALUATION OF REDISTRICTING SOFTWARE SOLUTION

RESPONDER shall include with the response, free of charge for evaluation purposes, a complete copy of, or internet access to, the REDISTRICTING SOFTWARE SOLUTION that the RESPONDER is offering to OLRGC and, if multiple licenses are required, at least three temporary licenses, free of charge, for unlimited use of the REDISTRICTING SOFTWARE SOLUTION for 90 days for evaluation purposes. RESPONDER shall provide training to designated OLRGC staff, and answer questions raised by the designated OLRGC staff, to allow them to fully use and assess the capabilities and functionality of the REDISTRICTING SOFTWARE SOLUTION. The designated OLRGC staff will report to the RFP evaluation committee regarding their experience using the REDISTRICTING SOFTWARE SOLUTION, and information provided to the evaluation committee through this process will be used by the evaluation committee in evaluating proposals.

6. REFERENCES

A proposal shall include three references relating to the REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES provided by RESPONDER. For each reference, RESPONDER shall provide the name of the company or other entity who has used RESPONDER's REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES, or, if the company or entity is a new provider of a REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES, other software and software support services of the RESPONDER, and the name, position, telephone number, and email address of an individual employed by the company or other entity with personal knowledge about the REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES, or other software solutions and support services, provided by RESPONDER, and the period of time during which RESPONDER provided the REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES, or other software solution and support services to the company or other entity.

7. RFP COMPLIANCE

A proposal shall separately state that the proposal meets, and the RESPONDER agrees to comply with, all provisions of this RFP, including all attachments and addenda to the RFP. A proposal that fails to do this may be rejected as not RESPONSIVE.

8. PRODUCT REQUIREMENTS

- a. In a proposal submitted in response to this RFP, a RESPONDER shall propose to provide both the REDISTRICKING SOFTWARE SOLUTION and the SUPPORT SERVICES. A proposal that proposes to provide only a REDISTRICKING SOFTWARE SOLUTION or only SUPPORT SERVICES will be rejected as not RESPONSIVE.
- b. The REDISTRICKING SOFTWARE SOLUTION included in a proposal submitted in response to this RFP shall be the latest version of the REDISTRICKING SOFTWARE SOLUTION, subject to future patches and updates provided at no additional cost other than those specified in the separate COST document included with the response.
- c. RESPONDER shall provide and support ongoing patches and updates of the REDISTRICKING SOFTWARE SOLUTION at no additional cost other than those specified in the separate COST document included with the response.
- d. RESPONDER shall ensure that the REDISTRICKING SOFTWARE SOLUTION provided to OLRGC is and remains the latest, updated, and most functional version of the REDISTRICKING SOFTWARE SOLUTION through no sooner than March 31, 2022. RESPONDER shall provide information on the ability of OLRGC to use the REDISTRICKING SOFTWARE SOLUTION after March 31, 2022 and a description of any associated cost for that use. RESPONDER may not announce that the REDISTRICKING SOFTWARE SOLUTION or the SUPPORT SERVICES are discontinued before March 31, 2022.
- e. RESPONDER shall provide to OLRGC the REDISTRICKING SOFTWARE SOLUTION and all licenses needed by OLRGC to use the REDISTRICKING SOFTWARE SOLUTION no later than 30 days after the day on which OLRGC and RESPONDER execute the contract resulting from this RFP (OLRGC may request and receive additional licenses at a later date, as needed, pursuant to the terms of the contract).
- f. RESPONDER shall provide to OLRGC the SUPPORT SERVICES beginning on the day on which RESPONDER provides the REDISTRICKING SOFTWARE SOLUTION to OLRGC and ending no sooner than March 31, 2022.
- g. RESPONDER shall disclose in the response all system requirements and recommendations to run the REDISTRICKING SOFTWARE SOLUTION.
- h. RESPONDER shall provide a product brochure for the REDISTRICKING SOFTWARE SOLUTION.

9. COST

- a. In a separate electronic document entitled “Cost,” a RESPONDER shall include all information on the cost of the REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES, including the costs for any licenses or other costs associated with purchase or use of the REDISTRICTING SOFTWARE SOLUTION or SUPPORT SERVICES, as provided in this Section IV.7 of this RFP. A proposal may be rejected as not RESPONSIVE if any cost information is included in any portion of the proposal other than in the “Cost” document.
- b. In the cost portion of a proposal, a RESPONDER shall provide detailed information on all costs associated with OLRGC's purchase and use of the REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES, including license fees.
- c. A RESPONDER shall first include a single figure that reflects the total cost per license, if any, to use the REDISTRICTING SOFTWARE SOLUTION.
- d. A RESPONDER shall next include, if the responder permits OLRGC to extend use of the REDISTRICTING SOFTWARE SOLUTION or SUPPORT SERVICES beyond March 31, 2022, the cost and length of the extension.
- e. A RESPONDER shall next include the hourly rate for any customization of the REDISTRICTING SOFTWARE SOLUTION requested, in writing, by OLRGC. This relates only to specialized customization and does not relate to the SUPPORT SERVICES.
- f. A RESPONDER shall then include an itemized list of all costs, other than the costs described in Subsections IV.c, d, or e, associated with OLRGC's purchase and use of the REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES.
- g. A RESPONDER shall then include a single figure that is the sum of all costs that appear in the itemized list of costs described in Subsection IV.f.
- h. All cost figures shall be exact and not provide a range or any other imprecise description of cost.
- i. If anything is shipped, RESPONDER must provide shipping FOB Destination Freight Prepaid.

10. CONTRACTOR is required to permit the Utah Independent Redistricting Commission to purchase the same REDISTRICTING SOFTWARE SOLUTION and the same

SUPPORT SERVICES at the same price and on the same terms as OLRGC under this RFP and the resulting contract.

V. OTHER PROVISIONS RELATING TO A PROPOSAL

1. PROPOSALS ARE BINDING

All proposals are required to be signed by a person in authority to bind the RESPONDER to the proposal, the cost stated in the cost portion of the proposal, and the terms and conditions of the proposal. A proposal 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 REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES, that the costs quoted are correct, and that the costs quoted include all charges that will be required from OLRGC or the LEGISLATURE in any way related to the REDISTRICTING SOFTWARE SOLUTION or SUPPORT SERVICES.

2. MANUFACTURER, LICENSED REDISTRIBUTOR, OR AUTHORIZED DEALER

A RESPONDER shall be the owner of the intellectual property rights of the REDISTRICTING SOFTWARE SOLUTION, an authorized dealer of the REDISTRICTING SOFTWARE SOLUTION, or shall otherwise be licensed to use, and to license others to use, any software that is part of the proposed REDISTRICTING SOFTWARE SOLUTION. A RESPONDER who submits a proposal that incorporates use of software in which another PERSON owns intellectual property rights shall supplement the proposal with a letter from the owner certifying that the RESPONDER is licensed by the owner to use the software in the manner proposed and in accordance with the requirements of this RFP.

3. CONTRACTOR'S RESPONSIBILITY

The CONTRACTOR is solely responsible for fulfilling the responsibilities under the terms and conditions of the contract.

4. CHANGE OF REPRESENTATIVES

OLRGC reserves the right to require a change in the CONTRACTOR's representative(s) if the assigned representative(s) is/are not, in the opinion of the OLRGC, adequately meeting the needs of OLRGC or the LEGISLATURE.

5. WARRANTY

The REDISTRICTING SOFTWARE SOLUTION shall have warranties that are industry standard on scope and length of coverage. Warranties shall begin from the day on which the RESPONDER provides the REDISTRICTING SOFTWARE SOLUTION to OLRGC, shall be full service, and shall extend to at least the final day of Utah Legislature's 2022 General Session.

6. TRAINING

The CONTRACTOR shall provide, at no additional charge, training to OLRGC on the use of the REDISTRICTING SOFTWARE SOLUTION sufficient to enable the OLRGC to fully and efficiently use the REDISTRICTING SOFTWARE SOLUTION and all of its features.

7. EFFECT OF SUBMITTING PROPOSAL

By submitting a proposal in response to this RFP, a RESPONDER:

- a. certifies that all information provided by the RESPONDER is true, complete, and accurate, that the RESPONDER is willing and able to furnish the REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES in the manner described in this RFP, and that the costs quoted are correct and include all charges that will be required in relation to the provision of the REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES;
- b. acknowledges 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); and
- c. agrees that, if awarded the contract, the RESPONDER shall provide the REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES to the OLRGC in accordance with this RFP and the contract.

8. RESERVATION OF RIGHTS

OLRGC reserves the right, by itself or through its evaluation committee, to:

- a. reject a proposal on the ground that it is not RESPONSIVE;
- b. reject a proposal on the ground that it is submitted by a RESPONDER that is not RESPONSIBLE;

- c. request additional financial information, including audited financial statements, from a RESPONDER in case of a doubt or concern about whether a RESPONDER has sufficient financial resources to perform the contract; and
 - d. waive minor, immaterial informalities or minor, immaterial technical errors in a proposal.
9. The Utah Independent Redistricting Commission is a separate and distinct entity from the LEGISLATURE. By submitting a response to this RFP, RESPONDER agrees that RESPONDER will not share any information or data of OLRGC or the LEGISLATURE with the Utah Independent Redistricting Commission or any other PERSON without the express written consent of OLRGC. RESPONDER also agrees that RESPONDER will not share any information or data of the Utah Independent Redistricting Commission with OLRGC, the LEGISLATURE, or any other PERSON without the express written consent of the Utah Independent Redistricting Commission.

VI. EVALUATION OF PROPOSALS

1. EVALUATION PROCESS

- a. All proposals submitted by the deadline stated in Subsection III.4 will undergo a technical review for compliance with RFP requirements and for a determination of whether the RESPONDER appears objectively to be RESPONSIBLE. Proposals that are not RESPONSIVE and proposals from RESPONDERS who have not adequately demonstrated that they are RESPONSIBLE will be eliminated from further consideration.

b. Stage 1:

An evaluation committee appointed by OLRGC will evaluate proposals that are not eliminated in the technical review in accordance with the following criteria:

Points	Criteria
50	The extent to which the REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES comply with the requirements described in this RFP and will assist the LEGISLATURE in fulfilling its REDISTRICTING responsibilities. This will be based in large part on the information provided by OLRGC staff designated to use and assess the capabilities and functionality of the REDISTRICTING SOFTWARE SOLUTION provided to OLRGC under Subsection IV.5 of this RFP.

- 50 The strength and extent of the demonstrated experience of RESPONDER and individuals working with or for RESPONDER in providing the REDISTRICKING SOFTWARE SOLUTION and SUPPORT SERVICES.

Proposals achieving a total score of 70 points or more will be designated as finalists and will move on to Stage 2, except that if more than three proposals achieve a total score of 70 points or more, the proposals with the three highest scores will be designated as finalists and will move on to Stage 2. All other proposals will be eliminated from further consideration.

c. Stage 2:

The evaluation committee will conduct an interview with each RESPONDER whose proposal is designated as a finalist in Stage 1. Following the interview, the evaluation committee will evaluate all proposals of RESPONDERS that have participated in Stage 2 in accordance with the following criteria:

Points	Criteria
35	The extent to which the REDISTRICKING SOFTWARE SOLUTION and SUPPORT SERVICES comply with the requirements described in this RFP and will assist the LEGISLATURE in its REDISTRICKING responsibilities. This will be based in large part on the information provided by OLRGC staff designated to use and assess the capabilities and functionality of the REDISTRICKING SOFTWARE SOLUTION provided to the OLRGC under Subsection IV.5 of this RFP.
35	The strength and extent of the demonstrated experience of RESPONDER and individuals working with or for RESPONDER in providing the REDISTRICKING SOFTWARE SOLUTION and SUPPORT SERVICES.
20	The strength of the RESPONDER’s interview presentation, including the extent to which RESPONDER demonstrates in the interview an understanding of the nature of the LEGISLATURE’s REDISTRICKING responsibilities and process in relation to the REDISTRICKING SOFTWARE SOLUTION and SUPPORT SERVICES and the extent to which RESPONDER demonstrates that the REDISTRICKING SOFTWARE SOLUTION and SUPPORT SERVICES will meet the needs of the LEGISLATURE and best serve the interests of the LEGISLATURE and the state.

10 Cost

A RESPONDER whose proposal is being evaluated in Stage 2 may be awarded a maximum of 10 points for the cost portion of a RESPONDER's proposal. The proposal with the lowest cost will be awarded 10 points. Cost per license will be calculated assuming the purchase of five licenses. If the proposals of multiple RESPONDERS have the same lowest cost, each of those RESPONDERS will be awarded 10 points for the cost portion. Each other proposal will be awarded points for the cost portion of the proposal calculated as follows:

- i. the cost amount of the lowest-cost proposal will be subtracted from the cost amount of the proposal under consideration;
- ii. the resulting number under Subsection V.1.c.i will be divided by the cost amount of the lowest-cost proposal;
- iii. the resulting number under Subsection V.1.c.ii will be multiplied by 10, and the resulting number will be rounded to the nearest whole number; and
- iv. the resulting whole number under Subsection V.1.c.iii will be subtracted from 10, the difference of which is the number of points awarded to the proposal for cost.

Best and final offers may be allowed, as provided in Utah Code Section 63G-6a-707.5, if all proposals being considered in Stage 2 exceed OLRGC's available funding for REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES or if two or more proposals under consideration in Stage 2 receive an identical evaluation score that is the highest score.

All proposals will be evaluated in accordance with the requirements of the Utah Procurement Code, Title 63G, Chapter 6a of the Utah Code.

VII. AWARD OF CONTRACT AND CONTRACT TERMS

1. A contract will be tentatively awarded (pending successful contract negotiations) to the RESPONDER whose proposal receives the highest score, taking into consideration evaluation factors described in this RFP.
2. OLRGC reserves the right to refuse to negotiate on an exception if OLRGC determines that the exception is excessive or not in the best interest of OLRGC or

the state, or that negotiations could result in significant costs to OLRGC, the LEGISLATURE, or the state or, in OLRGC's judgment, could take an unduly lengthy period of time.

3. The RESPONDER awarded the contract will be required to enter into a contract containing the terms and conditions described in this RFP and Attachment A and is solely responsible for fulfilling the responsibilities under the terms and conditions of the contract resulting from this RFP.
4. The contract shall include the provisions of this RFP, including the standard terms and conditions included in Attachment A.
5. OLRGC reserves the right to review the contract on a regular basis in relation to performance and cost and may renegotiate terms relating to cost and service during the term of the contract.
6. The contract will be awarded for a period of not to exceed five years.
7. Under a contract between OLRGC and the CONTRACTOR, the CONTRACTOR will be required to allow OLRGC full access to service and billing data used or relied on by the CONTRACTOR in providing the REDISTRICTING SOFTWARE SOLUTION or SUPPORT SERVICES.
8. The contract will require RESPONDER to provide the REDISTRICTING SOFTWARE SOLUTION and SUPPORT SERVICES in an expeditious and professional manner.

VIII. RFP CONTACT

OLRGC is the issuer of this RFP and all subsequent addenda to this RFP. Inquiries regarding this RFP should be directed, in writing, to:

Robert H. Rees
Associate General Counsel
Office of Legislative Research and General Counsel
Email: rrees@le.utah.gov

IX. QUESTIONS

Questions about or requests for clarification of the RFP must be submitted by email to the RFP contact, Robert H. Rees, at rrees@le.utah.gov no later than 5:00 p.m. MDT on Tuesday, May 26, 2020.

OLRGC will provide responses to substantive questions and responses to requests for clarification 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>

Click on "Procurement" at the bottom of the home page. A link to the RFP and any addenda will appear under the heading "Requests for Proposals."

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. OLRGC may attempt, but is not required, to provide email notification of an addendum to any person who sends a request to receive notification to:
rees@le.utah.gov

XI. PROTECTED INFORMATION

Protection or disclosure of information in a proposal submitted in a 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. OLRGC's decision regarding the protected status of information shall be final and binding on the RESPONDER. Each RESPONDER shall indemnify, defend, and hold forever harmless OLRGC and the LEGISLATURE from any and all liability relating to the disclosure of information included in the RESPONDER's proposal, 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 proposal submitted in 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 preparing, submitting, and presenting a proposal, attending meetings or interviews in relation to this RFP, discussions, and all travel, dining, lodging, and communication expenses will be borne by the RESPONDER. Neither OLRGC nor the LEGISLATURE assumes any 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 drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne by the RESPONDER. Neither OLRGC, nor the LEGISLATURE, assumes any liability for any costs incurred by a RESPONDER relating to contract negotiations.
3. RESPONDER is not entitled to recover from OLRGC or the LEGISLATURE and will not bill OLRGC, nor the LEGISLATURE, for any effort that was expended, labor that was performed, or expense that was incurred prior to the time that the contract is signed by all parties.

XIV. MISCELLANEOUS RESERVATION OF RIGHTS

OLRGC reserves the right not to 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 goods or services.

XV. RESTRICTIONS ON PUBLICITY

The RESPONDER to which OLRGC awards a contract under this RFP may not, without the prior written approval of OLRGC, do any of the following:

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

XVI. GOVERNING LAW

This RFP and all acts or proceedings pursuant to this RFP are subject to the laws of the state of Utah, including Utah Code Title 63G, Chapter 6a, Utah Procurement Code.

ATTACHMENT A
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 CONTRACTOR and the Legislative Procurement Unit:

1. TERMINATION

- 1.1 This CONTRACT may be terminated for cause by CONTRACTOR in advance of the specified termination date, upon the CONTRACTOR giving written notice of the Legislative Procurement Unit's default. The Legislative Procurement Unit 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 Legislative Procurement Unit may terminate this CONTRACT at any time and for any reason or for no reason, including when:
 - 1.2.1 the services that are the subject of this CONTRACT are no longer needed;
or
 - 1.2.2 the Legislative Procurement Unit is not satisfied with the RESPONDER or the services provided.
- 1.3 The following terms will survive termination of the CONTRACT: (to be specified before the CONTRACT is signed).

2. DEFAULT AND REMEDIES

If CONTRACTOR breaches this CONTRACT, the Legislative Procurement Unit may do one or more of the following:

- 1.1 Exercise any remedy provided by law; or
- 1.2 Suspend CONTRACTOR from receiving future bid/proposal solicitations.

2. INDEPENDENT CONTRACTOR RELATIONSHIP

- 2.1 CONTRACTOR is an independent contractor and, except as expressly authorized by this CONTRACT or by the Legislative Procurement Unit, is not authorized, expressly or by implication, to bind the LEGISLATURE, the State of Utah, the Legislative Procurement Unit, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE, the State of Utah, or the Legislative Procurement Unit to any contract, settlement, liability, or understanding or to perform any act as agent for the LEGISLATURE, the State of Utah, the Legislative Procurement Unit, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE, the State of Utah, or the Legislative Procurement Unit.
- 2.2 Except as otherwise expressly provided in this CONTRACT, 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.

3. ASSIGNMENT PROHIBITED

CONTRACTOR may not assign this CONTRACT or any duty or benefit relating to this

CONTRACT without the prior written permission of the Legislative Procurement Unit.

4. GOVERNING LAW

This CONTRACT 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 CONTRACT or the breach of this CONTRACT. Venue shall be in Salt Lake City, Utah, in the Third Judicial District Court for Salt Lake County.

5. EQUAL OPPORTUNITY

CONTRACTOR agrees to abide by the provisions of:

5.1 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;

5.2 Utah Code Section 34A-5-106;

5.3 Executive Order 11246, as amended, which prohibits discrimination on the basis of sex;

5.4 45 C.F.R. 90, which prohibits discrimination on the basis of age;

5.5 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

5.6 Utah Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace, and the Workplace Discrimination and Harassment Policy adopted by the Utah Senate and Utah House of Representatives.

6. INCORPORATION OF PROVISIONS OF RFP AND PROPOSAL

The provisions of the RFP, including all addenda to the RFP, and CONTRACTOR's proposal submitted in response to the RFP, are hereby incorporated into this CONTRACT by reference. If any conflict exists between the RFP, CONTRACTOR's proposal, and this CONTRACT, the terms and conditions of the following shall prevail in the following order of preference:

6.1 this CONTRACT;

6.2 the RFP;

6.3 CONTRACTOR's proposal.

7. LAWS AND REGULATIONS

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

8. PATENTS, COPYRIGHTS, ETC.

CONTRACTOR releases and shall protect, indemnify, and hold harmless the Legislative Procurement Unit and 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 CONTRACT.

9. RECORDS ADMINISTRATION

CONTRACTOR shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to CONTRACTOR for costs authorized by this CONTRACT. CONTRACTOR shall retain these records for at least four years after the CONTRACT terminates. CONTRACTOR agrees to allow state and federal auditors and legislative staff access to all the records relating to this CONTRACT, for audit, for inspection, and for the monitoring of services. Such access will be during normal business hours, or by appointment.

10. 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 Legislative Procurement Unit or the LEGISLATURE to secure favorable treatment with respect to being awarded this contract.

11. 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 CONTRACT by any governmental department or agency. CONTRACTOR will notify the Legislative Procurement Unit within 30 days if debarred by any governmental entity during the term of this CONTRACT.

12. INDEMNITY CLAUSE

CONTRACTOR releases, protects, defends, indemnifies, and holds harmless the Legislative Procurement Unit and the 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.

13. NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this CONTRACT, CONTRACTOR acknowledges that the Legislative Procurement Unit cannot contract for the payment of funds not yet appropriated. The Legislative Procurement Unit may, without penalty or liability of any kind, terminate this CONTRACT by providing 30 days' written notice to CONTRACTOR that this CONTRACT is terminated due to the non-appropriation of funds. If this CONTRACT is terminated under this provision, the Legislative Procurement Unit 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.

14. FORCE MAJEURE

Neither party to this contract will be held responsible for a delay or default caused by fire, riot, act of God, or war that is beyond that party's reasonable control. The Legislative Procurement Unit may terminate this CONTRACT after determining that such delay or default will prevent successful performance of the contract.

15. MERGER

This CONTRACT constitutes the entire contract between the parties with respect to the subject matter contained in this CONTRACT. There are no covenants, terms, or conditions, express or implied, written or unwritten, that govern the subject matter of this CONTRACT, except as expressly described in this CONTRACT. This CONTRACT

supersedes all prior agreements between the parties relating to all or part of the subject matter contained in this CONTRACT.

16. MODIFICATION OF CONTRACT

This CONTRACT may be modified only in a written document signed by the director/chair of the Legislative Procurement Unit (or such other person certified as having the authority to bind the Legislative Procurement Unit), on behalf of the Legislative Procurement Unit, and CONTRACTOR's agent (or such other person certified as having the authority to bind CONTRACTOR), on behalf of CONTRACTOR.

17. AUTHORITY TO BIND

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

18. PUBLIC INFORMATION

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

19. SEVERABILITY

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

20. EXPENSE REIMBURSEMENT

A CONTRACTOR may not receive reimbursement for an expense the CONTRACTOR incurs in the performance of this CONTRACT that is inconsistent with the provisions of Rule R25-7 of the Utah Administrative Code.