
REQUEST FOR PROPOSALS
to
The Utah State Legislature

Issued by:

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



Streaming Audio and Video Solution

RFP No. 2011-04

I. RFP CONTACT

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

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

II. DEFINITIONS

As used in this RFP:

1. "HOSTED SOLUTION" means a STREAMING AUDIO AND VIDEO SOLUTION where the offeror will be responsible for developing, hosting, and maintaining the entire STREAMING AUDIO AND VIDEO SOLUTION.
2. "LEGISLATURE" means the Utah State Legislature, its members, staff, staff offices, and all employees of the Utah State Legislature and of its staff offices.
3. "MEETINGS" mean all meetings of the LEGISLATURE, including committee meetings and floor time of the Utah House of Representatives or the Utah Senate.
4. "MDT" means Mountain Daylight Time.
5. "MST" means Mountain Standard Time.
6. "OLRGC" means the Office of Legislative Research and General Counsel, a staff office of the Utah State Legislature, with its office located at:

Utah State Capitol Complex
W210 House Building
Salt Lake City, Utah 84114
7. "RFP" means this Request for Proposals to the Utah State Legislature for a "Streaming Audio and Video Solution, RFP No. 2011-04."
8. "STREAMING AUDIO AND VIDEO SOLUTION" means the Streaming Audio and Video Solution described in this RFP.
9. "TURN-KEY SOLUTION" means a STREAMING AUDIO AND VIDEO

SOLUTION that is designed and built by the offeror and then turned over to the LEGISLATURE, in a completely functional form, for use and management by the LEGISLATURE. This type of STREAMING AUDIO AND VIDEO SOLUTION may include an agreement for ongoing maintenance and support of the STREAMING AUDIO AND VIDEO SOLUTION by the offeror.

III. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this RFP is to enter into a contract with a qualified person or entity to obtain a STREAMING AUDIO AND VIDEO SOLUTION for the LEGISLATURE. Currently, the LEGISLATURE provides and manages its own system using RealPlayer software. Committee meetings are audio-streamed live to the public from links on the LEGISLATURE's website. Meetings (i.e. floor time) of the Utah House of Representatives and the Utah Senate are audio-streamed and video-streamed live from links on the LEGISLATURE's website. Streaming data is archived for later recall by the public. Documents related to proceedings may also be linked from the website.

The LEGISLATURE is seeking a type STREAMING AUDIO AND VIDEO SOLUTION that is either a HOSTED SOLUTION or a TURN-KEY SOLUTION. Offeror's are encouraged to address either, or both, alternatives in their proposals.

It is anticipated that the contract awarded will be for a one-year period, with the LEGISLATURE having the option to unilaterally renew the contract on a yearly basis for up to five subsequent years.

IV. SPECIFICATIONS

The STREAMING AUDIO AND VIDEO SOLUTION shall:

1. Be robust and secure.
2. Meet or exceed industry standards.
3. Be user-friendly.
4. Have a high level of versatility and functionality.
5. Ensure ownership and control of records and data by the LEGISLATURE, including archiving, retention, protection, and destruction.
6. Have the ability synchronize with, and to be used on, multiple mobile devices, platforms, and operating systems. Streaming must be available in real time and not require the LEGISLATURE to convert and push out a required media format.

7. Provide streaming audio and/or video of all public committee meetings.
8. Provide streaming audio and video of all public meetings (i.e. floor time) of the Utah House of Representatives and all public meetings of the Utah Senate (including meetings held off-site).
9. Provide audio and video streaming of electronic meetings, allowing for public viewing of meetings and for participation in meetings by committee members, presenters, and the general public, as specified by the LEGISLATURE for the particular electronic meeting.
10. Allow for public viewing of all documents associated with a meeting, whether posted before, during, or after the meeting.
11. Archive all streaming data and documents for later listening and viewing by the public.
12. Automatically post documents that relate to a meeting for access by the public.
13. Allow for the posting of agendas and the extraction of agenda items to be used as marker labels, allowing for easy access to the specific portions of the streaming data to which the agenda items relate. Allow the LEGISLATURE to add, remove, or edit marker labels.
14. Give the LEGISLATURE control over starting, ending, interrupting, and amending data streams and recording. Log who starts, interrupts, or stops data streaming or recording.
15. Provide posting to Utah's public meetings notice website (www.pmn.utah.gov).
16. Integrate and function with the consoles currently used by the LEGISLATURE in committee rooms, etc., to start and stop streaming and recording (the LEGISLATURE uses Crestron equipment).
17. Provide podcasts of meetings.
18. Allow members of the LEGISLATURE and members of the public to sign up for and receive notification of meetings (by appointment and email).
19. Provide API or widget functionality to allow the LEGISLATURE to display active stream links on other websites of the LEGISLATURE.
20. Enable the LEGISLATURE's administrative staff to monitor active streams in real

time.

21. Create, maintain, and update an online calendar for committee meetings and other meetings of the LEGISLATURE. Allow a member of the public or a member of the LEGISLATURE to click on a calendar item and have it import into their personal calendar as an appointment.

V. TIMELINE

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

1. RFP Opening Date: September 22, 2011 at 1:30 p.m., MDT.
2. Offeror's conference, tour of facilities, and demonstration of LEGISLATURE's current system, September 27, 2011 at 10:00 a.m. MDT, (Meet at OLRGC).
3. Final Date for Submission of Questions: September 28, 2011 at 11:00 a.m, MDT.
4. Final Date for Addenda to RFP (related to specifications and answering questions submitted before the deadline described in Section V.3 of this RFP): September 30, 2011.
5. RFP Closing Date: October 10, 2011 at 11:00 a.m., MDT.
6. Opening of Responses to RFP: October 10, 2011 at 11:15 a.m., MDT, at OLRGC.
7. Preliminary Determination: October 12, 2011 at 4:00 p.m., MDT, at OLRGC.
8. Demonstrations of Proposed STREAMING AUDIO AND VIDEO SOLUTIONS by Finalists: October 17, 2011 at 11:00 a.m. MDT at the Utah State Capitol Building, Room 450, Salt Lake City, Utah 84114.
9. Award of Contract: October 18, 2011 at 4:00 p.m., MDT, at OLRGC.

VI. PRELIMINARY DETERMINATION

A selection committee established by the Legislative Management Committee will conduct a preliminary review of responses and determine those that will be asked to make demonstrations and that will receive final consideration for award of a contract. Others may be eliminated from further consideration.

VII. SUBMISSION OF PROPOSALS

1. SUBMISSION TIME, PLACE, AND MANNER

An electronic copy (in PDF format) must be received by the RFP contact, Thomas Vaughn, on or before October 10, 2011 at 11:00 a.m., MDT. The electronic copy may be provided by email to tomvaughn@utah.gov (our email attachment size is limited to 40MB, 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
Salt Lake City, Utah 84114

2. LATE SUBMISSIONS

Proposals received after October 10, 2011 at 11:00 a.m., MDT will not be considered.

VIII. ORGANIZATION OF PROPOSAL

The proposal must include the following information and must be organized in the following order:

1. OFFEROR INFORMATION

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

a. Title: "Response to RFP for Streaming Audio and Video Solution, RFP No. 2011-04."

b. Offeror Summary Information:

Name:

Contact Person:

Address:

Telephone:

Fax:

Email:

Federal Tax ID Number:

c. Name of the STREAMING AUDIO AND VIDEO SOLUTION.

2. EXECUTIVE SUMMARY

A brief description of the offeror's STREAMING AUDIO AND VIDEO SOLUTION and support.

3. DETAILED RESPONSE

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

- a. A detailed description of the offeror's STREAMING AUDIO AND VIDEO SOLUTION, including:
 - i. A description of its compliance with the specifications described in Section IV of this RFP.
 - ii. The type or types of STREAMING AUDIO AND VIDEO SOLUTION(s), described in this RFP that the offeror is offering.
 - iii. The date that the STREAMING AUDIO AND VIDEO SOLUTION will be available for use and fully functioning, with all archived conversions completed and linked (no later than Dec. 31, 2011).
 - iv. A description of the security features of the STREAMING AUDIO AND VIDEO SOLUTION, including technology, policies, and procedures for protection of data from loss or unauthorized access, destruction, or alteration.
 - v. A description of the ability of the LEGISLATURE to manage and control the features of the STREAMING AUDIO AND VIDEO SOLUTION.
 - vi. A description of the records and data control management, policies, and capabilities offered.
 - A. A description of the STREAMING AUDIO AND VIDEO SOLUTION's archive system, including its location, customization options, deletion cycle, and the offeror's own data backup system.
 - B. A description of the offeror's policy for exporting and moving data, including if the LEGISLATURE switches from offeror's system to another system in the future.
 - C. A description of the ability of the LEGISLATURE to verify compliance by the provider with records policies.

- vii. A description of any uptime guarantee made by the provider and protections provided to eliminate availability interruptions resulting from denial of service attacks or outages.
- viii. A description of how the provider tracks server availability metrics.
- ix. A description of the remote management capabilities of the STREAMING AUDIO AND VIDEO SOLUTION, including:
 - A. The ability to synchronize with a variety of mobile platforms and operating systems and a description of how this will be accomplished.
 - B. Control and management by the LEGISLATURE's administrative staff of the STREAMING AUDIO AND VIDEO SOLUTION's interaction with mobile devices.
- b. A detailed description of the offeror's support services, including:
 - i. Levels of service.
 - ii. Protocols for communication between offeror's support staff and the LEGISLATURE's administrative staff, including after hours support.
 - iii. The expertise and experience of offeror's support staff who will communicate with, and provide support to, the LEGISLATURE's staff and the LEGISLATURE's administrative staff.
 - iv. Hours of availability and response time for support and maintenance calls.
 - v. Procedures for transferring system activities to another location, quickly and seamlessly, in the event of a catastrophic shutdown.
 - vi. Patch installation.
- c. The LEGISLATURE's current streaming audio and video solution uses RealTime software and RealMedia files. The LEGISLATURE is interested in the possibility of converting this data and these files into a format that will function correctly with, and be incorporated into, the STREAMING AUDIO AND VIDEO SOLUTION proposed by the offeror. Describe whether, and how, the STREAMING AUDIO AND VIDEO SOLUTION proposed by the offeror will allow for this. State separately what the cost of this option is if the LEGISLATURE decides to go ahead with this conversion.

- d. Describe whether, and how, the provider will make training available to administrative staff of the LEGISLATURE.
- e. Describe the offeror's experience in providing STREAMING AUDIO AND VIDEO SOLUTIONS to other entities. Provide a list of client references.
- f. Describe the STREAMING AUDIO AND VIDEO SOLUTION's ability to track statistical data concerning connections to specific meetings.
- g. Describe the mobile devices, platforms, and operating systems supported by the STREAMING AUDIO AND VIDEO SOLUTION.
- h. Describe the LEGISLATURE's administrative staff time and duties necessary in order for:
 - i. The STREAMING AUDIO AND VIDEO SOLUTION to, initially, be fully functioning (including use on supported mobile devices, platforms, and operating systems).
 - ii. Ongoing operation and maintenance of the STREAMING AUDIO AND VIDEO SOLUTION (including use on supported mobile devices, platforms, and operating systems).
- i. Describe whether the STREAMING AUDIO AND VIDEO SOLUTION will enable electronic notifications (including RSS, tweets, and email) of meeting activity, for example, providing notification of when a certain agenda item is being discussed or providing links to documents that are handed out at the meeting.
- j. Describe the audio and video formats that will be supported by the STREAMING AUDIO AND VIDEO SOLUTION and the operating systems or platforms they will work with.
- k. Describe whether the STREAMING AUDIO AND VIDEO SOLUTION proposed by the offeror will provide adjustable bandwidth that allows higher quality when the infrastructure and device being used are capable of functioning at higher speeds.
- l. Describe whether the STREAMING AUDIO AND VIDEO SOLUTION proposed by the offeror will allow marker labels in streaming data to be linked and inserted into RSS feeds, tweets, and email.

- m. A specific point-by-point response to each requirement of this RFP and all addenda, in the order the requirement is listed in this RFP and all addenda, including a statement that the offeror agrees to comply with that requirement. A response to this RFP that fails to clearly respond to, and agree to comply with, each requirement of this RFP and all addenda may be determined to be non-responsive and invalid.
 - n. If proprietary or other information is included in the offeror's response to this RFP that the offeror believes should not be subject to disclosure, the offeror shall designate that information here and comply with the requirements referred to in Section XIV of this RFP.
4. COST
- a. The total cost for the STREAMING AUDIO AND VIDEO SOLUTION and the cost of optional functions or services offered.
 - b. Each cost category, and the amount attributable to that category, of the total cost for the STREAMING AUDIO AND VIDEO SOLUTION.

IX. OTHER REQUIREMENTS

The offeror's name must appear on each page of the proposal. Erasures, cross-outs, alterations, corrections, or other changes must be initialed by the person who signs the proposal. The proposal must contain evidence that the person who signs the proposal is authorized to bind the offeror to fulfill the proposal and to conduct negotiations and discussions relating to the proposal on the offeror's behalf.

X. CONTRACT

The successful offeror will be required to enter into the contract attached to this RFP as Attachment "1". The contract will be modified and completed prior to execution of the contract to include the name of the successful offeror, specific details relating to the offeror and the offeror's response to this RFP, and correct dates and times. The contract will be awarded by a selection committee established by the Legislative Management Committee.

XI. PROPOSAL AND PRICE GUARANTEE PERIOD

Each proposal submitted in response to this RFP and the prices included in that proposal are binding on the offeror from the date and time of the closing of this RFP until the later of 90 days after the day on which the RFP closes, or, if the offeror's proposal is accepted, upon provision of the STREAMING AUDIO AND VIDEO SOLUTION described in this

RFP for the entire contract term.

XII. QUESTIONS

Questions, requests for changes to this RFP, and requests for clarification must be submitted by email to tomvaughn@utah.gov on or before September 28, 2011 at 11:00 a.m, MDT. Responses to substantive questions, responses to requests for clarification, and responses to requests for changes will be provided in the form of an addendum to this RFP.

XIII. ADDENDA

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

<http://le.utah.gov>

Addenda and notifications of addenda are not required to be provided in any other manner. All offerors, potential offerors, and other interested persons are required to check the website on a regular basis in order to receive notice of, or a copy of, any addendum.

The OLRGC may attempt to, but is not required to, provide email notification of an addendum to any person who sends a request to receive notification to:

tomvaughn@utah.gov

XIV. PROTECTED INFORMATION

Protection or disclosure of information submitted in response to this RFP is governed by Title 63G, Chapter 2, Government Records Access and Management Act. An offeror who desires to request protected status of any information submitted in the offeror's response to this RFP must specifically identify the information that it desires to protect and the reasons that the information should be afforded protected status under the law. In making this request, the offeror 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 offeror. Each offeror will indemnify, defend, and hold forever harmless the Utah Legislature, its members, offices, and staff from any and all liability relating to the disclosure of information included in the offeror's response to this RFP, even if the offeror requested protected or other confidential status for the information.

XV. MODIFICATIONS TO, OR WITHDRAWAL OF, PROPOSAL

1. PROCEDURE

An offeror may modify or withdraw the offeror's response to this RFP at any time before the closing date and time of this RFP by providing a written modification or a written statement withdrawing the proposal to OLRGC. Except as provided in Section XV.2, modifications or letters of withdrawal received by the OLRGC after the closing date and time for this RFP will be rejected as invalid. Except as provided in Section XV.2, 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 offeror.

2. EXCEPTION

Discussions may be conducted with offerors 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 may only be permitted by written permission of the RFP contact. Each offeror will receive equal treatment. If the OLRGC decides to enter into discussions with offeror after the closing date of this RFP, but before award of the contract, the OLRGC will inform each offeror who submitted a timely, valid proposal of the schedule for these discussions and procedures for submission of a revised proposal.

XVI. COST OF RESPONDING TO RFP AND CONTRACT NEGOTIATIONS

All expenses relating to responding to this RFP, including, but not limited to, preparing, submitting, and presenting a proposal, attending meetings in relation to this RFP, site visit expenses, and all travel, dining, lodging, and communication expenses will be borne by the offeror. The LEGISLATURE assumes no liability for any costs incurred by a offeror in responding to this RFP.

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

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

XVII. PROPOSAL EVALUATION CRITERIA

A selection committee established by the Legislative Management Committee will evaluate each response to this RFP and make a preliminary determination by narrowing the responses down to a few finalists. The selection committee will then review demonstrations made by the finalists and award the contract. Each response to this RFP will be evaluated based on the following factors:

Points	Criteria
65	The extent to which the STREAMING AUDIO AND VIDEO SOLUTION meets the specifications described in this RFP.
20	Overall cost of the STREAMING AUDIO AND VIDEO SOLUTION.
15	The experience of the responder in providing the STREAMING AUDIO AND VIDEO SOLUTION and support services.

XVIII. MISCELLANEOUS RESERVATION OF RIGHTS

The OLRGC reserves the right to not award a contract to any of the offerors who respond to this RFP, to cancel this RFP at any time, or to issue a new RFP for the same or similar services. The OLRGC reserves the right to reject and not consider any response to this RFP that does not strictly comply with the requirements of this RFP or with the requirements of law. The OLRGC reserves the right to extend the date by which the STREAMING AUDIO AND VIDEO SOLUTION is required to be fully functioning.

XIX. RESTRICTIONS ON PUBLICITY

The successful offeror 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 Utah Legislature, or use any data, pictures, or other representation of the Utah Legislature, in its advertising, marketing, or other promotional efforts.

XX. DEVIATIONS AND EXCEPTIONS

The offeror 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 offeror's response to this RFP and is signed by the offeror or the offeror's authorized agent. In the absence of such a document, the proposal shall be interpreted to agree to the requirements, terms, and conditions of this RFP and the offeror shall be held liable for any deviations from the RFP.

STREAMING AUDIO AND VIDEO SOLUTION AGREEMENT

Relating to RFP No. 2011-04

1. DEFINITIONS

As used in this AGREEMENT:

- 1.1 "AGREEMENT" means this "Streaming Audio and Video Solution Agreement" between LEGISLATURE and VENDOR.
- 1.2 "LEGISLATURE" means the Utah State Legislature.
- 1.3 "OLRGC" means the Office of Legislative Research and General Counsel, a staff office of the LEGISLATURE.
- 1.4 "STREAMING SOLUTION" means (insert name and description).
- 1.5 "RFP" means the Request for Proposals to the Utah State Legislature, issued by the OLRGC for "Streaming Audio and Video Solution, RFP No. 2011-04" and all addenda thereto.
- 1.6 "VENDOR" means (insert name of VENDOR).

2. PARTIES

This AGREEMENT is between the LEGISLATURE and VENDOR.

3. DUTIES OF VENDOR

In exchange for the consideration described in Section 4 of this AGREEMENT, VENDOR shall:

(Insert particulars of STREAMING SOLUTION here)

4. PAYMENT

- 4.1 In exchange for the timely provision of the STREAMING SOLUTION (insert other particulars here) and fulfillment of the other terms and conditions of this AGREEMENT, LEGISLATURE agrees to pay VENDOR (insert amount and method of billing and payment here).
- 4.2 The amount that LEGISLATURE is required to pay VENDOR under this Section 4 of this AGREEMENT is the entire amount that LEGISLATURE is required to pay VENDOR for the STREAMING SOLUTION, software, licenses, goods, and services described in this

AGREEMENT.

5. INDEPENDENT CONTRACTOR

- 5.1** VENDOR is an independent contractor and is not authorized, expressly or by implication, to bind the LEGISLATURE, OLRGC, the State of Utah, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE or the State of Utah to any agreement, settlement, liability, or understanding or to perform any act as agent for the LEGISLATURE, OLRGC, the State of Utah, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE or the State of Utah.
- 5.2** VENDOR is solely responsible to pay for all of VENDORS's materials, travel, and expenses and to pay each employee or subcontractor of VENDOR all wages, payments, expenses, fees, taxes, costs, insurance, and benefits of any kind relating to an employee or subcontractor of VENDOR.

6. REPRESENTATIONS

VENDOR represents that it has full legal rights to provide LEGISLATURE with the STREAMING SOLUTION and the licenses to use the STREAMING SOLUTION.

7. ASSIGNMENT PROHIBITED

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

8. TERMINATION OF AGREEMENT

(this section may need to be modified based on the response to the RFP)

- 8.1** This AGREEMENT terminates on _____.
- 8.2** This AGREEMENT may be terminated at any time before _____, if any of the following occur:
 - 8.2.1** LEGISLATURE and VENDOR agree, in writing, to terminate this AGREEMENT at an earlier date.
 - 8.2.2** If either party materially breaches this AGREEMENT and, following the breach:
 - 8.2.2.1** the non-breaching party gives written notice of the breach to the breaching party; and
 - 8.2.2.2** at least seven days after the day on which the breaching party receives the notice described in Section 8.2.2.1 of this AGREEMENT, the non-breaching party sends a written notice of

termination to the breaching party, unless, before the end of the seven-day period described in this Section 8.2.2.2 of this AGREEMENT, the breaching party cures the breach.

- 8.3** A material breach by VENDOR includes, but is not limited to:
- 8.3.1** Failure to timely provide the CLOUD-BASED SOLUTION and the licenses to use the CLOUD-BASED SOLUTION.
 - 8.3.2** Failure to provide the support services for the CLOUD-BASED SOLUTION described in this AGREEMENT.
 - 8.3.3** Making a misrepresentation in, or under, this AGREEMENT.
 - 8.3.4** Making a misrepresentation in response to the RFP.
- 8.4** If this AGREEMENT terminates under Section 8.1 of this AGREEMENT, VENDOR is not relieved of VENDOR's obligations under Sections 5, 7, 8, and 10 of this AGREEMENT.
- 8.5** If this AGREEMENT terminates under Section 8.2.1 of this AGREEMENT:
- 8.5.1** VENDOR is not relieved of VENDOR's obligations under Sections 5, 7, 8, and 10 of this AGREEMENT; and
 - 8.5.2** Payment and other terms relating to the CLOUD-BASED SOLUTION, software, licenses, goods, and services described in this AGREEMENT will be expressed in the written document described in Section 8.2.1 of this AGREEMENT.
- 8.6** If this AGREEMENT terminates under Section 8.2.2 of this AGREEMENT due to a breach by VENDOR:
- 8.6.1** VENDOR is not relieved of VENDOR's obligations under Sections 3, 5, 6, and 8 through 15 of this AGREEMENT; and
 - 8.6.2** The LEGISLATURE is not required to pay, and VENDOR is not entitled to receive, the payment described in Section 4 of this AGREEMENT, or any payment.
- 8.7** Termination under Section 8.2.2 of this AGREEMENT does not relieve either party of liability for any default prior to the termination.

9. GOVERNING LAW

This AGREEMENT shall be construed in accordance with, and governed by, the law of the State of Utah, without reference to principles governing choice or conflicts of laws. The parties will

submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this AGREEMENT or the breach of this AGREEMENT. Venue shall be in Salt Lake City, Utah, in the Third Judicial District Court for Salt Lake County.

10. EQUAL OPPORTUNITY

VENDOR agrees to abide by the provisions of 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, and further agrees to abide by Executive Order 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90, which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disabilities. VENDOR further agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

11. 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.

12. INCORPORATION OF PROVISIONS OF RFP

The provisions of the RFP are hereby incorporated into this AGREEMENT by reference. If any conflict exists between the RFP and this AGREEMENT, the terms and conditions of this AGREEMENT prevail.

13. 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.

14. MODIFICATION OF AGREEMENT

This AGREEMENT may be modified only in a written document signed by (insert name here), on behalf of the LEGISLATURE, and (insert name here) (or such other person certified as having the authority to bind VENDOR), on behalf of VENDOR.

15. AUTHORITY TO BIND

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

In witness whereof the parties have executed this AGREEMENT as follows:

On behalf of VENDOR:

On behalf of LEGISLATURE:
