
REQUEST FOR PROPOSALS
to
The Utah State Legislature

Issued by:

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



**PHONE SYSTEM OR OTHER COMMUNICATIONS SYSTEM,
SERVICE, AND HARDWARE**

RFP No. 2012-02

I. RFP CONTACT

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

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

II. DEFINITIONS

As used in this RFP:

1. "ALTERNATE SYSTEM" means a phone system or another communications system that replaces the need for a phone system that:
 - a. utilizes two or more options combined into a system that may include, but are not limited to, components of a VoIP SYSTEM, a PBX SYSTEM, desk phones, cell phones (that are already provided with service separately under a contract not related to this RFP), a unified communications system, computers, or software applications; or
 - b. is a system that replaces the function of a phone system, including, but not limited to, a unified communications system.
2. "COMMUNICATIONS SYSTEM" means one of the following types of phone systems or other types of communications systems:
 - a. a VoIP SYSTEM;
 - b. a PBX SYSTEM; or
 - c. an ALTERNATE SYSTEM.
3. "LEGISLATURE" means the Utah State Legislature, its members, staff, staff offices, and all employees of the Utah State Legislature and of its staff offices.
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. "PBX SYSTEM" means a telephone system based on a private branch exchange system.
8. "RFP" means this Request for Proposals to the Utah State Legislature for a "Phone System or Other Communications System, Service, and Hardware, RFP No. 2012-02."
9. "VoIP SYSTEM" means a voice over Internet protocol phone system.

III. PURPOSE OF REQUEST FOR PROPOSALS

1. The purpose of this RFP is to enter into a contract with a qualified person or entity to obtain and maintain a COMMUNICATIONS SYSTEM for the LEGISLATURE. Depending on the COMMUNICATIONS SYSTEM proposed, the contract may include the purchase of phones or other communications devices provided by the qualified person or entity. The LEGISLATURE currently uses a digital/analog PBX SYSTEM that has become obsolete. The current system utilizes Inter-Tel phones. The system is maintained by Protel and carrier service is provided by Integra. A general diagram of the current system is attached as Attachment "1". The PBX SYSTEM that the LEGISLATURE currently uses includes a NuPoint voicemail system (NuPoint Unified Messenger v4.0, Mitel Applications Suite v2.1, currently licensed for 598 mailboxes) that may be able to be incorporated into the COMMUNICATIONS SYSTEM proposed by a responder, resulting in a cost reduction to the LEGISLATURE for the new COMMUNICATIONS SYSTEM.
 - b. 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.
 - c. The LEGISLATURE encourages responders to offer either a hosted solution, a non-hosted solution, or both. The LEGISLATURE further encourages responders to offer a VoIP SYSTEM, a PBX SYSTEM, and/or an ALTERNATE SYSTEM.

IV. SPECIFICATIONS

1. The COMMUNICATIONS SYSTEM shall:
 - a. be robust and secure;
 - b. meet or exceed industry standards;
 - c. be user-friendly;
 - d. have a high level of versatility and functionality;
 - e. include the provision of phones/devices (other than cell phones) necessary for the full functioning of the COMMUNICATIONS SYSTEM (see Section IV.3 for further detail);
 - f. be designed to allow for growth and the addition of other applications;
 - g. be resilient and include a backup process;
 - h. allow users to easily record calls;
 - i. provide a highly functional, versatile, and user-friendly voicemail system that includes voicemail-to-email functionality;
 - j. provide call routing based on inbound caller ID;
 - k. have the ability to block unwanted calls;
 - l. have call center features that can be used during peak times;
 - m. provide for redirection of calls during holidays, meetings, etc.;
 - n. provide for calls made to the "front desk" or "call center" of each office to be answered and then routed to another number or directly to voice mail;
 - o. provide multi-party conferencing, call-waiting, caller ID, call forwarding, call transfer, and forwarding of voicemail;
 - p. require a minimum amount of the LEGISLATURE's staff time to operate and fully function;
 - q. comply with the Americans with Disabilities Act, and all other

federal and state laws and regulations relating to persons with a disability;

- r. comply with the proposed federal rules for the "Telecommunications Act Accessibility Guidelines; Electronic and Information Technology Accessibility Standards";
 - s. include an API set (unless not possible with an ALTERNATE SYSTEM) that will allow for controlling and monitoring of call routing and DID assignment by the LEGISLATURE and that will allow, via the API set, access to, and control of, all phones in the COMMUNICATIONS SYSTEM;
 - t. permit the IT staff of the LEGISLATURE to remotely monitor the health of, conduct maintenance of, and control and change the functions of the COMMUNICATIONS SYSTEM (unless not possible with an ALTERNATE SYSTEM); and
 - u. provide functionality for call rollover, the sharing of receptionist duties between phones/devices, call forwarding, and call transferring (unless not possible with an ALTERNATE SYSTEM).
2. a. The LEGISLATURE's current phone system is, and the new COMMUNICATIONS SYSTEM shall be, based in three buildings at the Utah Capitol Complex, including the Capitol Building, the House (west) Building and the Senate (east) Building.
- b. Call Volume Sample:

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

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

3. The phones used on the LEGISLATURE's current system are as follows:
 - a. House:
 - i. 75 phones in the House chamber (Capitol Building). These need to be small phones due to desk space issues (the footprint of the current phones is 9" x 3.5" -- replacement phones may not be larger than this). The LEGISLATURE is also willing to consider using the existing analog phones at the chamber desks if they can be made to work with the proposed COMMUNICATIONS SYSTEM.
 - ii. 76 phones in the offices of House members (the speaker's office will have two phones). Some of these are located in the Capitol building and some are located in the House (west) Building.
 - iii. 5 phones in staff offices (Capitol Building).
 - iv. 2 receptionist's phones or devices (one in the Capitol Building and one in the House (west) Building).
 - v. 6 phones in conference rooms (one in each room) in the House (west) Building.
 - vi. 2 phones in work areas (Capitol Building).
 - vii. 1 phone in the kitchen (Capitol Building).
 - viii. 1 phone in the north sitting room (Capitol Building).
 - ix. 1 phone in the south sitting room (Capitol Building).
 - x. 1 phone in the Tolton Conference Room (Capitol Building).
 - xi. 1 phone in the House lounge (Capitol Building).
 - xii. 1 phone in the majority caucus room (Capitol Building).
 - xiii. 1 phone in the minority caucus room (Capitol Building).
 - xiv. 1 courtesy phone in the House reception area (Capitol Building).
 - xv. 2 fax machines (Capitol Building).[†]
 - xvi. 1 phone for the sergeant at arms (Capitol Building).
 - xvii. 2 phones in the third house (Capitol Building).
 - xviii. 3 phones for operators (Senate (east) Building).
 - xix. 14 phones for session secretaries (12 are in the House (west) Building and two are in the Capitol Building).
 - xx. 5 phones in the House chamber for staff (Capitol Building).
 - xxi. 1 phone in the page office (Capitol Building).
 - xxii. 5 phones in the House chamber for staff (Capitol Building).
 - b. Senate:
 - i. 29 phones in the Senate chamber (Capitol Building). These need to be small phones due to desk space issues (the footprint of the current phones is 9" x 3.5" -- replacement phones may not be larger than this). The LEGISLATURE is also willing to consider using

the existing analog phones at the chamber desks if they can be made to work with the proposed COMMUNICATIONS SYSTEM.

- ii. 30 phones in the offices of Senators (the president's office will have two phones). Some of these are located in the Capitol Building and some are located in the Senate (east) Building.
- iii. 5 phones in the Senate chamber for staff (Capitol Building).
- iv. 9 phones in staff offices (Capitol Building).
- v. 4 fax machines (three in the Capitol Building and one in the Senate (east) Building).[†]
- vi. 2 phones in the Senate rules room (Capitol Building). One of these is a courtesy phone and one needs to be a Polycom conference speaker phone or an equivalent product.
- vii. 1 phone in the east chamber (Capitol Building).
- viii. 1 phone in the west chamber (Capitol Building).
- ix. 1 phone in the east sitting room (Capitol Building).
- x. 1 phone in the west sitting room (Capitol Building).
- xi. 1 phone in the AV room (Capitol Building).
- xii. 1 phone in the Senate lounge (Capitol Building).
- xiii. 1 phone in the majority caucus room (Capitol Building).
- xiv. 1 phone in the minority caucus room (Capitol Building).
- xv. 2 receptionist's phones or devices (one in the Capitol Building and one in the Senate (east) Building).
- xvi. 2 courtesy phones in the receptionist's areas (one in the Capitol Building and one in the Senate (east) Building).
- xvii. 1 phone in the page supervisor's office (Capitol Building).
- xviii. 1 phone in the listening room (Capitol Building).
- xix. 6 phones in extra offices (Senate (east) Building).
- xx. 1 phone in the workroom (Capitol Building).
- xxi. 1 phone in the computer room (Capitol Building).

c. Interns:

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

d. Office of the Legislative Auditor General:

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

- vii. 1 fax machine (House (west) Building).[†]
- e. Office of the Legislative Fiscal Analyst
- i. 20 phones for staff offices (House (west) Building).
 - ii. 1 receptionist phone or device (House (west) Building).
 - iii. 1 public courtesy phone (House (west) Building).
 - iv. 2 phones for conference rooms (House (west) Building).
 - v. 1 phone for the library (House (west) Building).
 - vi. 1 phone for the workroom (House (west) Building).
 - vii. 1 cordless phone (may or may not need) (House (west) Building).
 - viii. 1 fax machine (House (west) Building).[†]
- f. Legislative Printing
- i. 4 phones for staff offices (Capitol Building).
 - ii. 1 phone for the bill room (Capitol Building).
 - iii. 1 phone for the break room (Capitol Building).
 - iv. 1 modem (used for Xerox support) (Capitol Building).
 - v. 1 credit card processor (Capitol Building).[‡]
 - vi. 1 fax machine (Capitol Building).[†]
- g. Office of Legislative Research and General Counsel
- i. 62 phones for staff offices (House (west) Building).
 - ii. 4 phones for extra offices (House (west) Building).
 - iii. 1 phone that needs to be a Polycom conference speaker phone or an equivalent product. (House (west) Building).
 - iv. 3 phones for workrooms (House (west) Building).
 - v. 1 phone for the break room (House (west) Building).
 - vi. 2 phones for the conference rooms (House (west) Building).
 - vii. 1 receptionist phone or device (House (west) Building).
 - viii. 1 phone for the workroom (House (west) Building).
 - ix. 1 phone for the web hotline (House (west) Building).
 - x. 1 fax machine (House (west) Building).[†]
 - xi. 3 phones in the broadcast room.
 - xii. 3 phones in the wiring closets.
- h. Committee Rooms
- There are 4 committee rooms in the Capitol Building, three in the House (west) Building, and three in the Senate (east) Building. Each committee room will have one courtesy phone and one audio phone

interface device.‡

i. Other rooms

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

† These are fax machines currently owned and used by the LEGISLATURE. The LEGISLATURE is willing to consider proposed options that would allow the current fax machines to be used with the proposed COMMUNICATIONS SYSTEM or that would replace them with another type of fax machine or other device (for a VoIP SYSTEM, a device that supports T.38). If a system other than a PBX SYSTEM is selected, the LEGISLATURE may also choose to use its fax machines on analog lines provided by the Department of Technology Services.

‡ The LEGISLATURE is willing to consider proposed options for the credit card processor, modems, and audio phone interface devices. If a system other than a PBX SYSTEM is selected, the LEGISLATURE may choose to use an analog line provided by the Department of Technology Services for the credit card processor, modems, and the audio phone interface devices.

4. All hardware provided by the responder:

- a. shall be in new, unused condition;
- b. shall be in current production;
- c. shall be available for sale on the RFP due date;
- d. may not be announced by the manufacturer as discontinued on or before the date that the hardware is provided to the LEGISLATURE; and
- e. may not be, and may not include components or parts that are, discontinued, refurbished, rebuilt, reconditioned, remanufactured, or newly remanufactured.

5. All software provided by the responder:

- a. shall be in current use and production;
- b. shall be fully updated;

- c. shall be available for sale on the RFP due date; and
 - d. may not, on or before the date that the software is provided to the LEGISLATURE, be discontinued or planned for discontinuation.
6. The responder shall ensure ownership and control of records and data (e.g. voice mail, recorded calls, etc.) by the LEGISLATURE, including archiving, retention, protection, and destruction.
 7. The responder shall port existing numbers of the LEGISLATURE to the COMMUNICATIONS SYSTEM (currently 675 DID numbers).
 8. The LEGISLATURE also needs four "1-800" numbers (two for the House and two for the Senate).

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: May 16, 2012 at 1:00 p.m. (MDT).
2. Tour of Capitol Facilities (phone system areas) by Potential RFP Responders: May 30, 2012 at 10:00 a.m. (MDT), meet at OLRGC.
3. Final Date for Submission of Questions: June 6, 2012 at 1:00 p.m. (MDT).
4. Final Date for Addenda to RFP (related to specifications and answering questions submitted before the deadline described in Section V.3. of this RFP): June 13, 2012.
5. RFP Closing Date: June 27, 2012 at 1:00 p.m. (MDT).
6. Opening of Responses to RFP: June 27, 2012 at 1:15 p.m. (MDT), at OLRGC.
7. Announcement of Finalists: July 6, 2012.
8. Demonstrations by, and Discussions with, the Finalists: July 10 and 11, 2012.
9. Final Date for Addenda to RFP (resulting from demonstrations and discussions): July 13, 2012 (see Section VI. of this RFP for further information on discussions).
10. Best and Final Offers Closing Date: July 27, 2012 at 1:00 p.m. (MDT).
11. Award of Contract: August 17, 2012 at 4:00 p.m. (MDT), at OLRGC (the award date may be extended if needed).

VI. DISCUSSIONS

Discussions will be conducted with finalists at the time of demonstrations. Pursuant to Utah Code Subsection 63G-6-408(5)(b), ". . . revisions may be permitted after submissions and before the contract is awarded for the purpose of obtaining best and final offers." Pursuant to Utah Code Subsection 63G-6-408(5)(c), "[i]n conducting

discussions, there shall be no disclosure of any information derived from proposals submitted by competing responders." Best and final offers will be permitted after discussions are held. Each responder will receive equal treatment.

VII. SUBMISSION OF PROPOSALS

1. SUBMISSION TIME, PLACE, AND MANNER

Responses to this RFP should NOT be submitted via BidSync.

An electronic copy (in PDF format) must be received by the RFP contact, Thomas Vaughn, on or before June 27, 2012 at 1:00 p.m. (MDT). The electronic copy may be provided by email to tvaughn@le.utah.gov (our email, including attachments, is limited to 25MB per email, so if you send anything larger, you will need to break it into parts and send each part separately) or may be burned to a disk and delivered to the following address:

Attention: Thomas Vaughn
Associate General Counsel
Office of Legislative Research and General Counsel
Utah State Capitol Complex, W210 House Building
P.O. Box 145210
Salt Lake City, Utah 84114-5210

2. LATE SUBMISSIONS

Bids received after June 27, 2012 at 1:00 p.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. RESPONDER INFORMATION

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

- a. Title: "Response to RFP for Phone System or Other Communications System, Service, and Hardware, RFP No. 2012-02."

b. Responder Summary Information:

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

c. Name of the COMMUNICATIONS SYSTEMs proposed by the responder.

2. EXECUTIVE SUMMARY

A brief description of the responder's COMMUNICATIONS SYSTEMs and support, including a statement of the evaluation category, described in Section X.1.c. of this RFP that, in the opinion of the responder, each COMMUNICATIONS SYSTEM proposed by the responder should be placed in.

3. DETAILED RESPONSE

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

- a. A detailed description of the responder's proposed COMMUNICATIONS SYSTEMs and support, including:
 - i. A description of COMMUNICATIONS SYSTEMs' compliance with the specifications described in Section IV of this RFP.
 - ii. The number of days after award of the contract that each COMMUNICATIONS SYSTEM will be available for use and fully functioning (preference will be given within each category for COMMUNICATIONS SYSTEMs that can be available for use and fully functioning earlier than other COMMUNICATIONS SYSTEMs).
 - iii. A description of the security features of the COMMUNICATIONS SYSTEMs, including technology, policies, and procedures for protection of the systems and data associated with the COMMUNICATIONS SYSTEMs.

- iv. A description of the ability of the LEGISLATURE to manage and control the features of the COMMUNICATIONS SYSTEMS.
- v. A description of the features and functionality of the COMMUNICATIONS SYSTEMS and whether use of the COMMUNICATIONS SYSTEMS is user-friendly.
- vi. A description of the voice mail system included with the COMMUNICATIONS SYSTEMS, including customization features and backup systems.
- vii. A description of any uptime guarantee made by the responder and protections provided to eliminate interruption of the functioning of the COMMUNICATIONS SYSTEMS.
- viii. A description of scheduled downtime of the COMMUNICATIONS SYSTEMS.
- ix. A description of the remote management capabilities of the COMMUNICATIONS SYSTEMS, 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 COMMUNICATIONS SYSTEMS' interaction with mobile devices.
- b. A detailed description of the responder's support services, including:
 - i. Levels of service.
 - ii. Protocols for communication between the responder's support staff and the LEGISLATURE's administrative staff, including after-hours support.
 - iii. The expertise and experience of the responder'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. Patch installation.
 - vi. Parts availability.

- c. A description of whether, and how, the provider will make training available to administrative staff of the LEGISLATURE regarding the management, functioning, and use of the COMMUNICATIONS SYSTEMS and to all staff of the LEGISLATURE regarding the functioning and use of the COMMUNICATIONS SYSTEMS.
- d. A description of the responder's experience in providing COMMUNICATIONS SYSTEMS to other entities. Provide a list of client references.
- e. A description of the mobile devices, platforms, and operating systems supported by the COMMUNICATIONS SYSTEMS.
- f. A description of the LEGISLATURE's administrative staff time and duties necessary for:
 - i. the COMMUNICATIONS SYSTEMS to be in place and fully functioning (including use on supported mobile devices, platforms, and operating systems); and
 - ii. ongoing operation and maintenance of the COMMUNICATIONS SYSTEMS (including use on supported mobile devices, platforms, and operating systems).
- g. A description of the hardware, software, operating system, space requirements, interfaces, wiring, equipment, minimum specifications, and other requirements that the LEGISLATURE will be required to comply with or provide in order for the COMMUNICATIONS SYSTEMS to be installed and fully functional.
- h. A description of whether hardware and software provided by the responder is proprietary to the responder or off-the shelf.
- i. A description of how the COMMUNICATIONS SYSTEMS will work with the LEGISLATURE's existing network, including wiring, PBXs (if applicable) and endpoints.
- j. A description of whether, and how, the COMMUNICATIONS SYSTEMS will work in a virtual environment (servers, etc.). Describe whether the COMMUNICATIONS SYSTEMS run on a server simultaneously with other applications?
- k. A description of whether, and to what extent, the COMMUNICATIONS

SYSTEMs provide unified communications with email and other electronic communications (the LEGISLATURE uses Office 365).

- l. A description of the call conferencing capabilities of the COMMUNICATIONS SYSTEMs, including the number of conferences that can be held simultaneously and the number of participants permitted for each conference. Is video conferencing also provided? If, so, describe the capabilities of the COMMUNICATIONS SYSTEMs' video conferencing.
- m. A description of the manner in which the COMMUNICATIONS SYSTEMs monitor the functioning and health of the COMMUNICATIONS SYSTEMs.
- n. A description of the details of the all carrier relationships, if any, (and a copy of the responder's agreement with those carriers), that the responder has which LEGISLATURE may use with the COMMUNICATIONS SYSTEMs.
- o. A description of the COMMUNICATIONS SYSTEMs' compliance with the Americans with Disabilities Act and all other federal and state laws and regulations relating to persons with a disability. Include a description of the COMMUNICATIONS SYSTEMs' use of TTY technology. Also, describe whether, and how, the COMMUNICATIONS SYSTEMs will comply with the proposed federal rules for the "Telecommunications Act Accessibility Guidelines; Electronic and Information Technology Accessibility Standards." The responder must be able to demonstrate compliance.
- p. A description of whether the COMMUNICATIONS SYSTEMs can provide "1-800" numbers. If so, the LEGISLATURE is interested in acquiring up to four of these.
- q. A description of whether, and how, the LEGISLATURE may add additional phones/devices in the future.
- r. A description of the phones and other devices proposed as part of the COMMUNICATIONS SYSTEMs, including a detailed description of the functions of the phones and devices. The LEGISLATURE would like the option of selecting a mixture of feature-rich phones/devices and simpler phones/ devices.
- s. A description of all warranties that apply to the COMMUNICATIONS

SYSTEMS, including their component parts, hardware, and software.

- t. If proprietary or other information is included in the responder's response to this RFP that the responder believes is not subject to disclosure, the responder shall designate that information here and comply with the requirements referred to in Section XIV of this RFP.

4. COST AND FREIGHT

- a. The total cost for each proposed COMMUNICATIONS SYSTEM, including, but not limited to:
 - i. the cost of all software and upgrades;
 - ii. the cost of obtaining and retaining licenses;
 - iii. the cost of installation and testing;
 - iv. the cost of all hardware, including, but not limited to, phones, devices, servers, routers, cards, trunks, and ancillary hardware;
 - v. the cost of ongoing support and maintenance;
 - vi. all ancillary costs; and
 - vii. the cost of optional functions or services offered.
- b. Each cost category, and the amount attributable to that category, of the total cost for each proposed COMMUNICATIONS SYSTEM, including the costs described in Section VIII.4.d of this RFP.
- c. As it relates to hardware or anything else that requires shipping, the responders are required to provide line item pricing FOB Destination Freight Prepaid. Shipping terms will be FOB Destination Freight Prepaid.
- d. In awarding the contract for this RFP, the LEGISLATURE will make the determination of cost based on the actual total cost to the LEGISLATURE of acquiring, installing, running, maintaining, and supporting the COMMUNICATIONS SYSTEM, making it fully functional, and integrating it with the LEGISLATURE's other systems (email, etc). This includes, but is not limited to, the cost to purchase the COMMUNICATIONS SYSTEM, the cost of any hardware, software, or service that the LEGISLATURE is required to purchase or provide separately, and the ongoing costs relating to the use, support, and maintenance of the COMMUNICATIONS SYSTEM.
- e. In calculating cost, the LEGISLATURE will take into account an offer by responder to purchase phones and parts from the LEGISLATURE's current PBX SYSTEM.

5. IMPLEMENTATION PLAN

A detailed project implementation plan and timeline for delivery of hardware, installation of the COMMUNICATIONS SYSTEM, testing, training, and completion of setup.

6. COMPLIANCE WITH RFP REQUIREMENTS

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

7. CERTIFICATION

A certification that neither the responder nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or contract by a governmental entity. If the responder cannot make this certification, the responder shall include a written statement indicating why the responder cannot make this certification.

IX. OTHER REQUIREMENTS

1. The responder's name must appear on each page of the proposal.
2. Erasures, cross-outs, alterations, corrections, or other changes must be initialed by the person who signs the proposal.
3. The proposal must contain evidence that the person who signs the proposal is authorized to bind the responder to fulfill the proposal and to conduct negotiations and discussions relating to the proposal on the responder's behalf.
4. The successful responder is solely responsible for fulfilling the responsibilities under the terms and conditions of the contract.

X. EVALUATION AND CONTRACT

1. EVALUATION

- a. The LEGISLATURE will evaluate the responses received in each of the categories and decide which category will be the best value to, and provide the highest benefit to, the LEGISLATURE. The LEGISLATURE reserves

the right to make this choice without comparing the scores of a COMMUNICATIONS SYSTEM in one category to the scores of a COMMUNICATIONS SYSTEM in another category. Hosted and non-hosted categories of the same type of COMMUNICATIONS SYSTEM may be combined for comparison, depending on the number of responses received in those categories.

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

c. EVALUATION CATEGORIES

For the category of responses selected:

- i. Except as provided in Sections X.1.b, X.1.c.v, and X.1.c.vi of this RFP, hosted VoIP SYSTEMs will be evaluated against other hosted VoIP SYSTEMs only.
- ii. Except as provided in Sections X.1.b, X.1.c.v, and X.1.c.vi of this RFP, non-hosted VoIP SYSTEMs will be evaluated against other non-hosted VoIP SYSTEMs only.
- iii. Except as provided in Sections X.1.b, X.1.c.v, and X.1.c.vi of this RFP, hosted PBX SYSTEMs will be evaluated against other hosted PBX SYSTEMs only.
- iv. Except as provided in Sections X.1.b, X.1.c.v, and X.1.c.vi of this RFP, non-hosted PBX SYSTEMs will be evaluated against other non-hosted PBX SYSTEMs only.
- v. Except as provided in Sections X.1.b, X.1.c.vii, and X.1.c.viii of this RFP, hosted ALTERNATE SYSTEMs will be grouped and evaluated with the hosted category to which they are most closely related, at the discretion of the LEGISLATURE.
- vi. Except as provided in Sections X.1.b, X.1.c.vii, and X.1.c.viii of this RFP, non-hosted ALTERNATE SYSTEMs will be grouped and evaluated with the non-hosted category to which they are most closely related, at the discretion of the LEGISLATURE.
- vii. ALTERNATE SYSTEMs that are based on receptionist phones

that transfer calls to end users who have cell phones only and do not have desk phones will be evaluated against other ALTERNATE SYSTEMS of this type only.

- viii. ALTERNATE SYSTEMS that are communications systems that replace the need for, or functions of, a phone system will be evaluated against other ALTERNATE SYSTEMS of this type only.

2. CONTRACT

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

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 responder from the date and time of the closing of this RFP until the later of 90 days after the day on which the RFP closes, or, if the responder's proposal is accepted, upon provision of the COMMUNICATIONS SYSTEM 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 tvaughn@le.utah.gov on or before June 6, 2012 at 1:00 p.m. (MDT). Responses to substantive questions, responses to requests for clarification, and responses to requests for changes will be provided in the form of an addendum to this RFP.

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 responders, potential responders, and other interested persons are required to check the website on a regular basis in order to receive notice of, or a copy of, any

addendum.

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

tvaughn@le.utah.gov

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. A responder who desires to request protected status of any information submitted in the responder's response to this RFP must specifically identify the information that it desires to protect and the reasons that the information should be afforded protected status under the law. In making this request, the responder shall comply with the requirements of Utah Code Section 63G-2-305, Utah Code Section 63G-2-309, and all other applicable requirements of law. The OLRGC's decision regarding the protected status of information shall be final and binding on the responder. Each responder will indemnify, defend, and hold forever harmless the Utah Legislature, its members, offices, and staff from any and all liability relating to the disclosure of information included in the responder's response to this RFP, even if the responder requested protected or other confidential status for the information.

XV. MODIFICATIONS TO, OR WITHDRAWAL OF, PROPOSAL

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

version of an offer by a responder who is a finalist will be binding on the responder.

XVI. COST OF RESPONDING TO RFP AND CONTRACT NEGOTIATIONS

1. All expenses relating to responding to this RFP, including, but not limited to, preparing, submitting, and presenting a proposal, attending meetings in relation to this RFP, site visit expenses, and all travel, dining, lodging, and communication expenses will be borne by the responder. The LEGISLATURE assumes no liability for any costs incurred by a responder in responding to this RFP.
2. All expenses of the successful responder relating to conducting contract negotiations, including, but not limited to, drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne by the responder. The LEGISLATURE assumes no liability for any costs incurred by a responder relating to contract negotiations.
3. Responder will not bill the LEGISLATURE for any expense that was incurred prior to the time that the contract is signed by all parties.

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 COMMUNICATIONS SYSTEM, including the maintenance and support services, meets the specifications described in this RFP and provides the best solution to the LEGISLATURE.
20	Overall cost of the COMMUNICATIONS SYSTEM to the LEGISLATURE (see Section VIII.4.d. of this RFP).
15	The experience of the responder in providing the COMMUNICATIONS SYSTEM and support services.

XVIII. MISCELLANEOUS RESERVATION OF RIGHTS

The OLRGC reserves the right to not award a contract to any of the responders who respond to this RFP, to cancel this RFP at any time, or to issue a new RFP for the same or similar services. The OLRGC reserves the right to reject and not consider any response to this RFP that does not strictly comply with the requirements of this RFP or with the requirements of law.

XIX. RESTRICTIONS ON PUBLICITY

The successful responder may not, without the prior written approval of the OLRGC, do any of the following:

1. make any announcement regarding the award of the contract relating to this RFP;
or
2. refer to the Utah Legislature, or use any data, pictures, or other representation of the Utah Legislature, in its advertising, marketing, or other promotional efforts.

XX. DEVIATIONS AND EXCEPTIONS

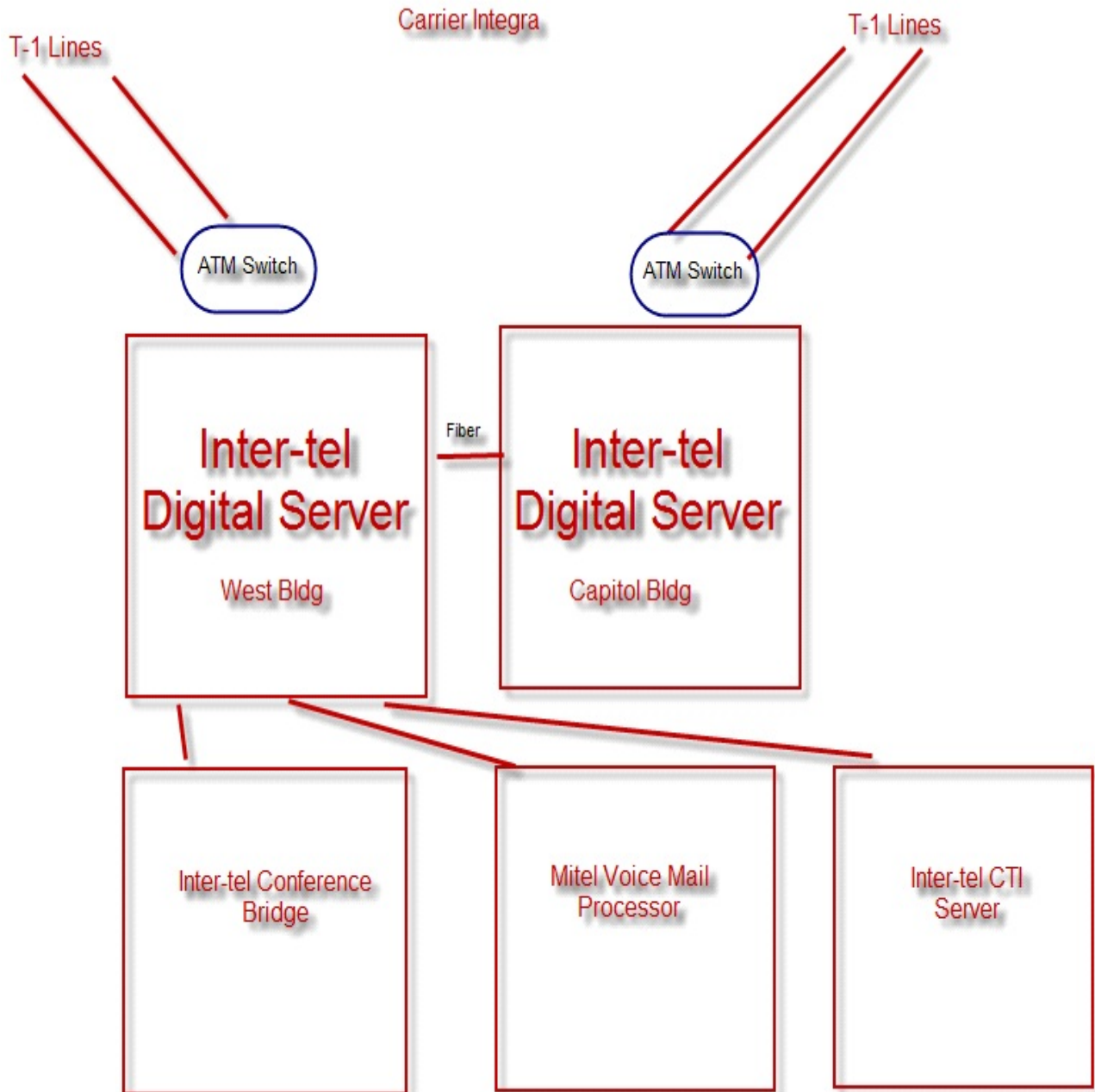
The responder shall describe, in writing, any deviations or exceptions from the requirements, terms, and conditions of this RFP. This description shall be in a separate document that is attached to the responder's response to this RFP and is signed by the responder or the responder's authorized agent. In the absence of such a document, the proposal shall be interpreted to agree to the requirements, terms, and conditions of this RFP and the responder shall be held liable for any deviations from the RFP. Deviations and exceptions claimed by a responder may result in rejection of the responder's proposal on the grounds that the proposal is not responsive to the RFP.

XXI. GOVERNING LAW

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

ATTACHMENT "1"

DIAGRAM OF CURRENT SYSTEM



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

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

1. TERMINATION

This AGREEMENT may be terminated with cause by either party in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. The following terms will survive termination of the AGREEMENT: (to be specified before the AGREEMENT is signed).

2. DEFAULT AND REMEDIES

Nonperformance by CONTRACTOR of a duty under this AGREEMENT or a material breach by CONTRACTOR of any term or condition of this AGREEMENT constitutes cause for the LEGISLATURE to declare CONTRACTOR in breach of the AGREEMENT. In the event of a breach by CONTRACTOR, LEGISLATURE will issue a written notice of default providing a period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for liquidated or other damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, the LEGISLATURE may do one or more of the following:

- 2.1 exercise any remedy provided by law;
- 2.2 terminate this AGREEMENT contract and any related AGREEMENTS or portions thereof;
- 2.3 impose liquidated damages, if liquidated damages are provided for in this AGREEMENT; or
- 2.4 suspend CONTRACTOR from receiving future bid/proposal solicitations.

3. INDEPENDENT CONTRACTOR

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

4. ASSIGNMENT PROHIBITED

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

5. GOVERNING LAW

This AGREEMENT shall be construed in accordance with, and governed by, the law of the State of Utah, without reference to principles governing choice or conflicts of laws. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this AGREEMENT or the breach of this AGREEMENT. Venue shall be in Salt Lake City, Utah, in the Third Judicial District Court for Salt Lake County.

6. EQUAL OPPORTUNITY

CONTRACTOR agrees to abide by the provisions of:

- 6.1 Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. Sec. 2000e), which prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin;
- 6.2 Executive Order 11246, as amended, which prohibits discrimination on the basis of sex;
- 6.3 45 CFR 90, which prohibits discrimination on the basis of age;
- 6.4 Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, as applicable, which prohibit discrimination on the basis of disabilities; and
- 6.5 Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace.

7. INCORPORATION OF PROVISIONS OF RFP AND RESPONSE TO RFP

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

- 7.1 this AGREEMENT;
- 7.2 the RFP;
- 7.3 CONTRACTOR's response to the RFP.

8. LOCAL WAREHOUSE AND DISTRIBUTION

CONTRACTOR will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments.

9. LAWS AND REGULATIONS

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

10. PATENTS, COPYRIGHTS, ETC.

CONTRACTOR will release, protect, indemnify, and hold harmless the LEGISLATURE from liability of any kind or nature relating to CONTRACTOR's use or provision of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in the

performance of this AGREEMENT.

11. HAZARDOUS CHEMICAL INFORMATION

CONTRACTOR will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to LEGISLATURE. All safety data sheets and labels will be in accordance with the requirements of law.

12. RECORDS ADMINISTRATION

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

13. CONFLICT OF INTEREST

CONTRACTOR certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the LEGISLATURE to secure favorable treatment with respect to being awarded this contract.

14. DEBARMENT

CONTRACTOR certifies that neither CONTRACTOR nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this AGREEMENT, by any governmental department or agency. CONTRACTOR will notify the director of OLRGC within 30 days if CONTRACTOR is debarred by any governmental entity during the term of this AGREEMENT.

15. INDEMNITY CLAUSE

CONTRACTOR releases, protects, indemnifies and holds harmless LEGISLATURE from and against any damage, cost, or liability, including reasonable attorney fees for any and all injuries to persons or property, or claims for money damages, arising from acts or omissions of the CONTRACTOR and the CONTRACTOR's employees, subcontractors, and volunteers.

16. NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this AGREEMENT, CONTRACTOR acknowledges that LEGISLATURE cannot contract for the payment of funds not yet appropriated. LEGISLATURE may, without penalty or liability of any kind, terminate this AGREEMENT by providing 30 days written notice to CONTRACTOR that this AGREEMENT is terminated due to the non-appropriation of funds. If this AGREEMENT is terminated under this provision, LFA will pay all amounts due to CONTRACTOR through the date of termination and will not be liable for any future commitments, penalties, or damages of any kind.

17. FORCE MAJEURE

Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God, or war that is beyond that party's reasonable control. LEGISLATURE may terminate this AGREEMENT after determining that such delay or default will prevent successful performance of the contract.

18. MERGER

This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter contained in this AGREEMENT. There are no covenants, terms, or conditions, express or implied, written or unwritten, that govern the subject matter of this AGREEMENT, except as expressly described in this AGREEMENT. This AGREEMENT supersedes all prior agreements between the parties relating to all or part of the subject matter contained in this AGREEMENT.

19. MODIFICATION OF AGREEMENT

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

20. AUTHORITY TO BIND

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

21. PUBLIC INFORMATION

This AGREEMENT and all billing and payment documents relating to this AGREEMENT are public records and will be disclosed upon request.

22. SEVERABILITY

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