

STATE OF UTAH

**SOLICITATION NO. TS10019**

Intelligence Data Management System

RESPONSES ARE DUE PRIOR TO:

Dec 3, 2009 2:00:00 PM MST

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:www.bidsync.comRESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid TS10019

Intelligence Data Management System

Bid Number TS10019
Bid Title Intelligence Data Management System

Bid Start Date Nov 18, 2009 10:54:50 AM MST
Bid End Date Dec 3, 2009 2:00:00 PM MST
Question & Answer End Date Nov 24, 2009 2:00:00 PM MST

Bid Contact Tracey Stevens
Purchasing Agent
State of Utah

Contract Duration 5 years
Contract Renewal 3 annual renewals
Prices Good for 1 year

Bid Comments Please refer to the attached detailed specifications.

Questions concerning this solicitation MUST be submitted via the BidSync electronic system.

If you have any questions related to the system, trouble submitting your response or attaching documents in the BidSync site, please contact Vendor Customer Support at 801-765-9245 or 800-990-9339.

NOTE: SUPPLIERS ARE ENCOURAGED TO SUBMIT RESPONSES WELL IN ADVANCE OF THE STATED END DATE & TIME TO ALLOW FOR UNFORESEEN CIRCUMSTANCES OR LONGER PROCESSING TIMES RELATED TO SUBMISSION PROCESS. LATE RESPONSES CANNOT BE ACCEPTED AND WILL NOT COMPLETE THE PROCESS IF IN TRANSMISSION.

Item Response Form

Item TS10019-1-01 - Intelligence Data Management System
Quantity 1 lot
Unit Price
Delivery Location State of Utah
See Specifications for Details
*
* UT *
Qty 1

Description

The purpose of this bid is to enter into a contract with a qualified firm to provide a commercial off-the-shelf (COTS) technological solution that allows the Statewide Information & Analysis Center to collect, manage, search, share, analyze, and disseminate validated criminal intelligence data with its numerous law enforcement and intelligence partners operating throughout the State of Utah.

INVITATION TO BID
Agency Contract for
Intelligence Data Management System
Solicitation # TS10019

1. Purpose of Invitation to Bid (ITB)

The State of Utah, Division of Purchasing is soliciting competitive bids through an Invitation to Bid (ITB) to secure a contract for the purchase of Software. It is anticipated that this bid will result in a contract award to a single contractor.

2. Issuing Office and ITB Reference Number

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # TS10019. This number must be referred to on all bids, correspondence and documentation relating to this ITB.

3. Submitting your bid

Bids must be received by the posted due date and time. Bids received after the deadline will be late and ineligible for consideration.

The preferred method of submitting your bid is electronically through BidSync (formerly RFP Depot.) However, if you choose to submit a hard copy it must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, Utah 84114-1061 by the posted due date and time.

When submitting a bid electronically through BidSync, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the bid. If you are in the middle of uploading your bid at the closing time, the system will stop the process and your bid will not be received by the system.

Electronic bids may require uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. However, the submission of documents containing embedded documents (zip files), mov, wmp, and mp3 files are prohibited. All documents should be attached as separate files.

4. Procurement/Contract Manager

The Procurement/Contract Manager is:

Tracey Stevens, or as assigned by the State of Utah
State of Utah
Division of Purchasing
State Office Building, Capitol Hill
Room 3150
Salt Lake City UT 84114-1061

tstevens@utah.gov

5. Contract Term

The contract resulting from this ITB will be for a period of five (5) years with the option for three (3) additional one (1) year periods.

6. Price Guarantee Period

1 Year.

Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

7. Changes or Modifications to Procurement

Any changes or modifications to this solicitation will only be accomplished in a written addendum sent from the Division of Purchasing. Any other form is not binding. Bidders submitting a bid based on any information other than that which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

Any irregularities or lack of clarity in the ITB should be brought to the Procurement Managers attention (in writing via email) as soon as possible so that a corrective written addendum may be furnished to prospective bidders.

8. Cancellation of Solicitation

This ITB may be canceled at any time when the State of Utah, Division of Purchasing determines such action to be in the best interest of the State of Utah.

Purpose of Bid:

The purpose of this bid is to enter into a contract with a qualified firm to provide a commercial off-the-shelf (COTS) technological solution that allows the Statewide Information & Analysis Center to collect, manage, search, share, analyze, and disseminate validated criminal intelligence data with its numerous law enforcement and intelligence partners operating throughout the State of Utah. Such a solution will assist with requisite law enforcement, homeland security, and public safety operational missions for preparation, prevention, response, and recovery efforts related to criminal activity (to include that of a terroristic nature) that could affect Utah, as well as the Nation.

This bid is designed to provide interested bidders with sufficient information to submit bids that meet the SIAC's minimum requirements; it is not intended to limit or exclude any relevant or essential data. Suppliers are at liberty and are encouraged to expand upon the requirement specifications to verify service capability under any agreement.

Background:

The SIAC's intelligence storage, retention, dissemination, and purging capabilities are regulated through strict compliance requirements, Federal laws (28 CFR Part 23), as well as by SIAC policy and other guidelines. Compliance is particularly applicable when Federal funding is utilized for systems containing criminal intelligence data, and multiple agencies are participating. Regulations are meant to protect the rights of citizens, groups and businesses, minimize liability, and ensure intelligence data can be kept secure from inappropriate access. The SIAC seeks to purchase an intelligence data management system designed to provide compliance with State and Federal mandates that must be met when the SIAC collects, manages, searches, shares, analyzes, and disseminates criminal intelligence; using a Federally-funded, multi-agency criminal intelligence management system to process criminal intelligence data.

The intelligence system that SIAC is seeking to acquire must be 28 CFR Part 23 compliant, Windows-based with an integrated web-based platform, and include a mechanism that provides a mandatory supervisory review and approval process of intelligence data prior to entering the "system" (also referred to as a "holding bin" for intelligence data submissions). The system must also be a commercial-off-the-shelf product that requires no customization to perform the aforementioned requirements. A review process – i.e., holding bin – is required to ensure that intelligence data entries meet all policy and legal standards **prior to data being entered into the "system" and becoming accessible to other intelligence system users.** In addition, automated processes must verify that intelligence is accurately stored and classified; when retention limits are met, a notification is made requiring review or data is purged from the system; and that auditing processes exist for compliance management. Furthermore, an enterprise licensing option must be available that allows unlimited access to the system by all relevant SIAC partners operating throughout the State of Utah.

Minimum System Requirements:**Licensing:**

- § Unlimited Licensing within the State of Utah

Windows-based application

- § Core application must be Windows-based

Web-enabled component of application:

- § The system must have a web-enabled version intended for use by those working outside of the SIAC facility, whose needs are primarily search/inquiry and input of intelligence submissions with linked information.
- § The web-version must be a fully HTML-based, web-enabled application that can be run on all mainstream browsers.
 - Must **NOT** rely on client-side controls of any sort, including 3rd party components or active controls.
 - Must be a true central-point, server-based management and application hosting, and not a hybrid model.

Open – non-proprietary – database architecture:

- § System's data access and databases must be industry-standard, and utilize SQLServer.
- § Must enable access for analytical 3rd party products such as ESRI ArcGIS geographic mapping software, and I2 Analysts Notebook link charting software.
- § Interaction and data interchange using industry-standard formats with other systems via XML and other industry-standard data interchange formats.
- § Must have capability of connecting multiple, disparate databases within same system (i.e.; separate databases for narcotics-related intelligence and general/all crime intelligence).

Capability for system integration:

- § System must be adaptable/compatible to other analytic software/hardware tools/solutions, such as those identified as "standards" by the U.S. Department of Justice's Global Justice Information Sharing Initiative Intelligence Working Group (i.e., GIS mapping solutions, spreadsheets, relational databases, word processing, link analysis, flow chart, etc.)
- § System must be compatible/capable of integrating with Microsoft SharePoint and the .NET framework, through web parts, so that the System's capacities can be leveraged through a SharePoint platform.
 - Web Parts should be capable of integrating with Active Directory at a secure level.

Product customization

- § Must allow for user definable fields: i.e., intelligence submission, case, subject, vehicle, group and business records must have user defined fields that can be re-named by the administrator.
- § Combo box pick-list values can be set.

Categories and MOs:

- § System must offer the ability for the user to index and categorize their data by creating multiple categories of any type --- criminal activity, gang, set, type of group or whatever is needed; allowing each intelligence submission, group and person record to be categorized in any number of ways.
- § The MOs feature must allow for a MO hierarchy to be created by analysts and linked to person, intel and case records.

Linked file integration

- § One or more files of any type can be linked to each intelligence submission.

- § One or more digital images can be linked to each person, business, group, address, and vehicle record.

Investigative support functionalities:

- § When a subject, vehicle, address or phone number is entered into the system, the user is notified if it is already in the database in order to identify links and tie-ins.
- § Any of the primary record types - case, subjects, vehicles, groups, businesses, and sources - can be linked with another via intelligence submission records.
- § Any of the primary record types can be linked to an unlimited number of addresses or phone numbers.
- § Full search on any field or combination of fields.
- § Narrative word and phrase search with text highlight identification feature.

Security and access control:

- § Access levels: Must have capability to assign access levels to each primary record. Each user is assigned an access level and can only view records at or below their access level.
- § Usage modes: Must have capability to assign each user a usage mode. Usage modes are: 1) normal view and edit, and 2) view only.
- § Access to dissemination/request features must be set separately for each user.
- § Access to review/purge features must be set separately for each user.
- § A user's access level, usage mode, request/dissemination and purge use must be specific to each intelligence database in the system. Therefore, a user can be assigned a different level of access—or no access—in each database.
- § Usage Log: Must have a “usage log” that runs in the background recording system usage including viewing, editing, adding, purging, etc. of all primary records in order to meet SIAC required compliance standards, according to SIAC policy.
- § Full-featured system administration application: Must have a setting that allows the “system administrator” to be the only user able to access the complete functionality of the system, regardless of access level.
- § Must have the ability to constrain individual users from deleting/purging records that they did not originally enter into the system.

- § Mandatory entry of source: System must force mandatory entry of source and reliability information when entry of an intelligence submission is initiated.
- § Mandatory entry of submission-related information: Must include: type of criminal activity (criminal predicate), content validity indicator, source reliability indicator, dissemination setting, reason, and access screening level.

Features that support and assist in the management of the intelligence:

- § Assignment of supervisors responsible for review of intelligence submission.
 - Reminder at login of outstanding assigned submissions.
- § Assignment of users responsible for follow-up of intelligence submissions.
 - Reminder at login of outstanding assigned submissions.
- § Incoming holding bin so that all newly entered submissions by users are held back from all normal access within the system pending verification, review, and approval by supervisors that are trained and knowledgeable of policy and regulations.
- § Assignment of Tasks: Must have the capability to create and link one or more tasks to each intelligence submission. Tasks can be assigned to individual users, with reminders displayed at login.

Automatic calculation of purge date on initial entry based on retention schedules:

- § The purge date of each new intelligence record is calculated based on retention classification.
- § When new intelligence submissions are entered, purge dates are automatically calculated based on the “days out” of the retention classification to ensure that appropriate retention parameters are in-place for each primary record.
- § Selection of retention classification must be mandatory when entering new intelligence submissions.
- § Automatic purge date calculation – the number of days out value that’s applied – is configured for each retention classification by the system administrator based on agency criteria.

Automatic up-keep of purge/review dates when new submissions are linked to existing records:

- § The purge/review dates of person, business, vehicle, or group records as well as records of their previously linked intelligence submissions are automatically updated to reflect the latest linked submission. This process must be automated each time a group, person, business or vehicle is linked to an intelligence submission.

- § The time period that the SIAC can retain the subject in the system is pushed out based on newer information being received on – and linked to -- the subject. In addition to subjects, this applies to group, vehicle and business records and their linked intelligence submissions.
- § Retention of subjects, businesses, groups and vehicles and their linked intelligence submissions are updated appropriately as new submissions are received, while records with no new intelligence received within a given time period will become candidates for review and purge.

Notification and support of periodic review of records approaching or past their purge/review date:

- § The review/purge process must be designed to promote review prior to purge. Records must be reviewed based on being overdue for review or approaching overdue status; this review must be performed by designated users that are configured by the system's administrator to have access to the purge/review features of the system.
- § Review and purge features must support and initiate periodic review of records and purge when necessary. The review module should display records that are overdue in terms of review, plus those coming due during the next 30, 60 and 90 days out.

Mandatory purge/review log entry when a record's purge date is changed by a user:

- § Logging of each change in a record's purge date with documentation regarding the reason for the change to the Purge/Review log.
- § All relevant links and/or linked records must be deleted along with the primary record being purged.
- § A purge log must be maintained by the system into which it is captured, and it must contain the following data: file number, purge date, time, user performing purge and reason for purge.

Full-featured dissemination log with configurable mandatory entry:

- § The system's dissemination log record must track the dissemination of information to entities outside of the criminal intelligence function.
- § Request and dissemination log must include linking capabilities: A dissemination/request log record must have the capability of being linked to one or more person and intelligence submission records. Each person and intelligence record must be capable of being linked to one or more dissemination log records in order to provide easy access to the dissemination and request history of a record.

Total Cost:

- § NTE \$140,000

State's/SIAC's IT staff must be granted authority to implement system integration efforts at no cost applied by Vendor, and without being dependent on the vendor.

All features must be supported by both the Windows and web-enabled versions.

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multi-Step Process.

5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits 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 No. 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 prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract 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. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
18. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

21. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use 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.
22. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
23. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
24. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
25. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
26. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
27. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 3 Nov. 2009)



State of Utah Invitation for Bid

Legal Company Name (include d/b/a if applicable) 		Federal Tax Identification Number		State of Utah Sales Tax ID Number
Ordering Address 		City 	State 	Zip Code
Remittance Address (if different from ordering address) 		City 	State 	Zip Code
Type ☐ Corporation ☐ Partnership ☐ ☐ Government Proprietorship		Company Contact Person 		
Telephone Number (include Area Code) 	Fax Number (include area code) 	Email Address 		
Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
Brand/Trade Name 		Price Guarantee Period (see attached specifications for any required minimums) 		
Minimum Order 		Company's Internet Web Address 		
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ☐ No ☐ . If no, enter where produced, etc. 				

Offeror=s Authorized Representatives=s Signature 	Date
Type or Print Name 	Position or Title

NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to www.bidsync.com;
- B. Locate the bid (solicitation) to which you are responding;
 - a. Click the "Search" tab on the top left of the page;
 - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

INVITATION FOR BID - INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE BID: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) www.bidsync.com until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via BidSync. (b) Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (d) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (e) Facsimile transmission of bids to DIVISION will not be considered.

2. BID PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

6. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. AWARD OF CONTRACT: (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation for bid. (b) The bids are opened publicly.

The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation for bid at any time prior to the award of contract. (d) The DIVISION can reject any or all bids, and it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (h) Bid tabulations and awards are posted <http://purchasing.utah.gov/vendor/bidtab.html> (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

8. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

9. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision Date: 3 Nov. 2009 - IFB Instructions)

Question and Answers for Bid #TS10019 - Intelligence Data Management System

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Nov 24, 2009 2:00:00 PM MST