

Solicitation 2016-2

WEBPAGE/WEBSITE HOSTING AND MAINTENANCE

Bid Designation: Public

Wasatch Front Waste and Recycling District

Bid 2016-2 WEBPAGE/WEBSITE HOSTING AND MAINTENANCE

Bid Number **2016-2**
Bid Title **WEBPAGE/WEBSITE HOSTING AND MAINTENANCE**

Bid Start Date **Oct 6, 2016 8:01:14 AM MDT**
Bid End Date **Oct 28, 2016 5:00:00 PM MDT**
Question &
Answer End **Oct 26, 2016 7:00:00 AM MDT**
Date

Bid Contact **Michael Allan**
385-468-6341
mallan@wasatchfrontwaste.org

Prices Good for **30 days**

Addendum # 1

New Documents **RFP Website 2016 v1.docx**

Removed Documents **RFP Website 2016.docx**

Item Response Form

Item **2016-2--01-01 - WEBPAGE/WEBSITE HOSTING AND MAINTENANCE**

Quantity **1 each**

Unit Price

Delivery Location **Wasatch Front Waste and Recycling District**

Wasatch Front Waste and Recycling District

604 West 6960 South

Midvale UT 84047

Qty 1

Expected Expenditure \$2,000.00

Description

The District has a web page that provides general information such as Rates & Fees, Garbage and Recycling collection days, the types of materials that can be recycled, board meeting minutes and a contact us section. The website also allows residents to sign up for services such as Green Waste and Glass collections. There is also a section for the reservation of bulk and green waste trailer rentals.



Wasatch Front Waste and Recycling District

Legal Company Name <input style="width: 90%;" type="text"/>		Federal Tax Identification Number (DO NOT list social security numbers) <input style="width: 90%;" type="text"/>	
DBA (if applicable) <input style="width: 90%;" type="text"/>		Pursuant to GRAMA, the Federal Tax Identification Number shall be classified as a "Private Record".	
Ordering Address <input style="width: 95%;" type="text"/>	City <input style="width: 95%;" type="text"/>	State <input style="width: 95%;" type="text"/>	Zip Code <input style="width: 95%;" type="text"/>
Remittance Address <input style="width: 95%;" type="text"/>	City <input style="width: 95%;" type="text"/>	State <input style="width: 95%;" type="text"/>	Zip Code <input style="width: 95%;" type="text"/>
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership		<input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	
			Company Contact Person <input style="width: 95%;" type="text"/>
Telephone Number (include area code) <input style="width: 95%;" type="text"/>		Fax Number (include area code) <input style="width: 95%;" type="text"/>	
			E-mail Address <input style="width: 95%;" type="text"/>
Company's Internet Web Address <input style="width: 95%;" type="text"/>			
I certify that to the best of my knowledge the information contained in this solicitation is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of the Wasatch Front Waste and Recycling District Administrative Control Board.			
Vendor Authorized Representative Name <input style="width: 95%;" type="text"/>		Title or Position <input style="width: 95%;" type="text"/>	
		Date <input style="width: 95%;" type="text"/>	
The electronic signature on record with BidSync constitutes the signature for these documents.		REASONABLE ACCOMMODATIONS: Reasonable accommodations (including auxiliary communicative aids and services) for individuals with disabilities will be provided upon receipt of a request within three working days notice. For assistance, please call V/468-2556; TTY users should call 711.	

This form serves as a substitute W-9 Form



BIDDER INFORMATION AND STATEMENT OF QUALIFICATIONS

Legal name of bidding firm: []

DBA, if applicable: []

Federal Tax ID #

[]

Pursuant to GRAMA, the Federal Tax Identification Number shall be classified as a "Private Record."

Address of principle place of business:

[]

City

[]

State

[]

Zip

[]

Ordering address:

[]

City

[]

State

[]

Zip

[]

Remittance address:

[]

City

[]

State

[]

Zip

[]

Type: Corporation

Partnership

Proprietorship

Government

Company contact person:

[]

Telephone:

[]

Fax:

[]

Email:

[]

Company web address:

[]

Average number of employees over past five years in the principle office:

[]

Age of bidding firm:

[]

Experience, special technical capabilities, and expertise of firm; and available equipment necessary or useful relevant to the work or services requested:

[]

[]

[]

Name and qualifications of key employees relevant to the services or work anticipated by District

Name:

[]

Title:

[]

Education, training, qualifications, and availability

[]

[]

Name:

[]

Title:

[]

Education, training, qualifications, and availability

[]

[]

Name:

[]

Title:

[]

Education, training, qualifications, and availability

[]

[]

Name:

[]

Title:

[]

Education, training, qualifications, and availability

[]

[]

[]

References: List five clients or previous projects, two of which must be from the preceding year

Company name:	<input type="text"/>	Contact name:	<input type="text"/>
Phone:	<input type="text"/>	Email:	<input type="text"/>
Project:	<input type="text"/>		
Project dates:	Start: <input type="text"/>	Finish:	<input type="text"/>
Company name:	<input type="text"/>	Contact name:	<input type="text"/>
Phone:	<input type="text"/>	Email:	<input type="text"/>
Project:	<input type="text"/>		
Project dates:	Start: <input type="text"/>	Finish:	<input type="text"/>
Company name:	<input type="text"/>	Contact name:	<input type="text"/>
Phone:	<input type="text"/>	Email:	<input type="text"/>
Project:	<input type="text"/>		
Project dates:	Start: <input type="text"/>	Finish:	<input type="text"/>
Company name:	<input type="text"/>	Contact name:	<input type="text"/>
Phone:	<input type="text"/>	Email:	<input type="text"/>
Project:	<input type="text"/>		
Project dates:	Start: <input type="text"/>	Finish:	<input type="text"/>

I certify that to the best of my knowledge the information contained in this solicitation is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of the Wasatch Front Waste and Recycling District Administrative Control Board.

Authorized representative name:

Title or position: Date:

The electronic signature on record with BidSync constitutes the signature for these documents.

WASATCH FRONT WASTE & RECYCLING DISTRICT STANDARD TERMS AND CONDITIONS

1. **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.
2. **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, State, and local laws and regulations, including applicable licensure and certification requirements.
3. **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 District 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.
4. **STATUS VERIFICATION SYSTEM:** Each Contractor and each person signing on behalf of any Contractor 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 applicable immigration laws including UCA Section **63G-12-302**.
5. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the District to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the District. 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 District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Contractor.
6. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the District, 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 District's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
7. **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.
8. **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.
9. **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.
10. **TERMINATION:** If the terms of this agreement are violated, 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.
11. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the District cannot contract for the payment of funds not yet appropriated by the District Administrative Control Board (ACB). If funding to the District is reduced due to an order by the ACB, or is required by law, or if federal funding (when applicable) is not provided, the District may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the

District upon 30 days written notice. In the case that funds are not appropriated or are reduced, the District will reimburse Contractor for products delivered or services performed before the date of cancellation or reduction, and the District will not be liable for any future commitments, penalties, or liquidated damages.

12. **SALES TAX EXEMPTION:** The District'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.

13. **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 District 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 District 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 District has relied on the Contractor's skill or judgment to consider when it advised the District 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 District has not been warned. Remedies available to the District include the following: The Contractor will repair or replace (at no charge to the District) 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 District may otherwise have under this contract.

14. **INSURANCE:** Contractor must carry insurance with policy limits no less than one million dollars per incident and three million dollars in the aggregate. Contractor must provide proof of insurance to District and must add District as an additional insured with notice of cancellation.

15. **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 District 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 District, 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.

16. **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 District except as to latent defects, fraud and Contractor's warranty obligations.

17. **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 District. The District 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 District will be those prices listed in the contract. The District has the right to adjust or return any invoice reflecting incorrect pricing.

18. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

19. **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. After 60 days from the date a correct invoice is received by the appropriate District official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to the Contractor will be remitted by mail, electronic funds transfer, or the District's Purchasing Card (major credit card).

20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the District, 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.

21. **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 District.

22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the District 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 District 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 District 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.

23. **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 District may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

24. **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 District 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 District, 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

25. **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, or the Contractor's response to the District's Solicitation. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. District Standard Terms and Conditions; 2. District Contract Signature Page(s); 3. District Additional Terms and Conditions; 4. Contractor Terms and Conditions.

26. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related District 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 District. 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.



REQUEST FOR PROPOSAL (RFP)

WEBPAGE/WEBSITE HOSTING AND MAINTENANCE

The Wasatch Front Waste and Recycling District (“District”) invites your firm to submit proposals to provide our organization with all aspects of webpage development/maintenance, and website hosting and maintenance with possible future upgrades and development.

Introduction:

The District provides garbage and recycling collections for over 82,000 homes throughout Salt Lake County. The District functions as a special service district organized by Salt Lake County to serve all the homes in the unincorporated county; and Cottonwood Heights, Herriman, Holladay, Kearns, Magna, Millcreek, Taylorsville, and portions of Murray and Sandy. The District currently has 86 full time employees.

Proposals will be accepted from Oct. 5th through Oct. 28th via BidSync; or via a written response to the WFWRD Deputy Director at 604 W 6960 S., Midvale, UT 84047

The terms of the Contract will be for two years with the possibility of three one-year renewals.

Description of Services:

The District has a web page that provides general information such as Rates & Fees, Garbage and Recycling collection days, the types of materials that can be recycled, board meeting minutes and a contact us section. The website also allows residents to sign up for services such as Green Waste and Glass collections. There is also a section for the reservation of bulk and green waste trailer rentals.

Requirements:

- Hosting of the Districts Website.
- Maintaining the website to include making corrections, updates, as well as troubleshooting and reporting. District employees would need to have the ability to frequently and independently update specific sections of the home page as this is our main communication tool to update residents of issues and changes.
- Maintain and improve upon the existing “Trailer Scheduler” section. The District has a specific number of ‘short’ and ‘long’ trailers that are available each day. Residents select a date and complete rental information and must make payment through a 3rd party

system before being allowed to complete the process. The site should recognize when the schedule is full and not allow additional reservations. It also includes a calendar to show available dates.

- Provide monthly reporting to show site and page visits.
- Provide 24-hour, 7 days a week support and notification of when the site is down.
- Details of business continuation/contingency/fail over and data recovery plans.
- Maintain a >99.7% uptime.
- Maintain standard security protocols to protect the site from intrusion.
- The District would like to see separate pricing on restructuring of the site to improve usability and intractability.
- The District would like to have the possibility of creating a YouTube catalog on a Media/News page in the future, and a separate SharePoint dashboard. Please provide separate/independent pricing on each.
- Provide separate pricing to create a Spanish version of the site.
- Troubleshooting and problem fixes:
 - Provide staff with a 4-hour turnaround time on critical problems that may arise.
 - Provide 24-hour turnaround time for general requests and negotiate what is workable for the District on problem resolution if more than 24 hours is needed.

Notes:

The current website uses the Joomla Content Management system.

The District also maintains a link to a ‘look up tool’ that allows residents to input their address and find information about their services. This tool, and related data, is maintained by the District’s GIS Coordinator.

Selection Criteria:

The proposal will be awarded based on price, level of service that can be proven, developmental proposals, company longevity and hosting capabilities.

Confidentiality

For purposes of the Government Records Access and Management Act, Utah Code Ann. § 63G-2-101 *et seq.*, all information submitted in response to this Request for Information is classified as “protected” under Utah Code Ann. § 63G-6a-505(7). *See also* Utah Code Ann. § 63G-2-305. The District, as a government entity, may not disclose to anyone a record submitted in response to a request for information, except that the information will be re-classified as a public record once (a) a contract has been entered relating to the subject of the Request for Information or (b) a final determination is made not to enter into such a contract and at least two years have passed after the day the Request for Information was issued. Alternatively, information submitted in response to a request for information may, if warranted, be classified as protected information under a claim of business confidentiality, as described in Utah Code Ann. § 63G-2-305(1) or (2). If the responder believes a claim of business confidentiality is warranted, it *must* provide a written claim of business confidentiality at the time the information is provided to the District, and include a concise statement of reasons supporting the claim of business confidentiality. *See* Utah Code Ann. § 63G-2-309(1). A claim of business confidentiality may be appropriate for information such as client lists and non-public financial statements. A responder may use the Claim of Business Confidentiality Form provided by the Utah Division of Purchasing at <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>.

Question and Answers for Bid #2016-2 - WEBPAGE/WEBSITE HOSTING AND MAINTENANCE

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Oct 26, 2016 7:00:00 AM MDT