

Solicitation JG10-004

Information Technology Contract Staffing for Programmers



Granite School District

Bid JG10-004

Information Technology Contract Staffing for Programmers

Bid Number JG10-004
Bid Title Information Technology Contract Staffing for Programmers

Bid Start Date Aug 28, 2009 4:41:16 PM MDT
Bid End Date Sep 14, 2009 2:00:00 PM MDT
Question & Answer End Date Sep 7, 2009 12:00:00 PM MDT

Bid Contact Jared Gardner
 Purchasing Director
 Purchasing
 385-646-4561
 jbgardner@graniteschools.org

Contract Duration 1 year
Contract Renewal 1 annual renewal
Prices Good for 60 days

Bid Comments The purpose of this request for proposal is to enter into a contract with a qualified firm to provide contracted services for up to three information systems programmers / analysts. It is anticipated that this RFP may result in a contract award to a single contractor.

All questions must be posted through BidSync.com

Item Response Form

Item JG10-004-1-01 - n/a
Quantity 1 each
 Prices are not requested for this item.

Delivery Location Granite School District
GRANITE SCHOOL DISTRICT-
INFORMATION SYSTEMS
 2500 SOUTH STATE ST
 120460
 SALT LAKE CITY UT 84115
 Qty 1

Description
 Pricing is to be on the price form provided and submitted as an attachment uploaded on BidSync.



SOLICITATION NO. JG10-004

Information Technology Contract Staffing for Programmers

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RESPONSES ARE DUE PRIOR TO:

Sep 14, 2009 2:00:00 PM MDT

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RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

Granite School District
Purchasing Department
2500 South State Street
Salt Lake City, UT 84115

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Purchasing Department Request for Proposal

2500 South State Street, Salt Lake City, Utah 84115-3110

Legal Company Name (include d/b/a if applicable) 		Federal Tax Identification Number 	
Ordering Address 	City 	State 	Zip Code
Remittance Address (if different from ordering address) 	City 	State 	Zip Code
Type ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person 		
Telephone Number (include area code) 	Fax Number (include area code) 		
Company=s Internet Web Address 	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)		
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 Representative=s Signature 		Date 	
Type or Print Name	Position or Title		

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REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. ADMINISTRATIVE AUTHORITY: The administration of this purchasing process is conducted by the Granite School District Purchasing Department. No Granite School District Board Member or employee should be contacted in regards to this solicitation other than those listed herein. Such contact may result in the disqualification of your proposal.

2. SUBMITTING THE PROPOSAL: (a) The Granite School District Purchasing Department (DEPARTMENT) prefers that proposals be submitted electronically. Electronic proposals 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 proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Granite School District's electronic proposals via BidSync. (b) Electronic proposals 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 proposal directly to the DEPARTMENT in writing: The proposal must be signed in ink, sealed, and delivered to the Granite School District Department of Purchasing, 2500 S. State Street, Salt Lake City, UT 84115-3110 by the "Due Date and Time." The "Solicitation 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 offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DEPARTMENT. (d) Proposals, 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 R33-3-209. (e) Facsimile transmission of proposals to DEPARTMENT will not be considered.

3. PROPOSAL PREPARATION: (a) Delivery time of products and services 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 DEPARTMENT. If the supplier lists a trade name and/or catalog number in the offer, the DEPARTMENT will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers 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) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer's descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date. (g) Unless specifically provided for elsewhere in this solicitation, multiple or alternate proposals will not be accepted. (h) Provide information on local availability of parts and service for all items bid and service literature to allow for in-house maintenance and repairs. (i) Proposals will not be accepted from vendors who require assignment of payment to another agent. Note: Granite School District will only pay the vendor named on the order. Granite School District will not deal with a factor or make payment to such.

4. 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 DEPARTMENT 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.

5. 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.

6. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their proposal which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the proposal. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DEPARTMENT and may be returned only at the DEPARTMENT's option. Proposals submitted may to be reviewed and evaluated by any persons at the discretion of the DEPARTMENT.

7. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

8. SAMPLES: Samples of item(s) specified in this offer, brochures, etc., when required by the DEPARTMENT, must be furnished free of expense to the DEPARTMENT. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

9. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DEPARTMENT, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DEPARTMENT may accept any item or group of items, or overall best offer. The DEPARTMENT can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DEPARTMENT believes it would serve the best interests of the DEPARTMENT. (c) Before, or after, the award of a contract the DEPARTMENT has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DEPARTMENT will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DEPARTMENT staff and those selected by DEPARTMENT to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://www.graniteschools.org/C5/TabulationsAwards/default.aspx> (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering 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. (g) Multiple contracts may be awarded if the DEPARTMENT determines it would be in its best interest. (h) The Board of Education reserves the right to purchase such brands as it desires, irrespective of price.

10. DEPARTMENT APPROVAL: Contracts written with Granite School District, as a result of this proposal, will not be legally binding without the written approval of the Director of the DEPARTMENT.

11. 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 DEPARTMENT.

12. 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. Granite School District also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

13. GOVERNING LAWS AND REGULATIONS: All Granite School District purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Granite School District Procurement policies as amended by the Granite School District Board of Education on December 9, 1997. These are available on the Internet at www.purchasing.utah.gov and <http://www.graniteschools.org/C6/Policy/default.aspx>.

(Revision Date 04.30.09)

CLAIM OF BUSINESS CONFIDENTIALITY

Pursuant to Utah Code Ann., Subsections 63-2-304(1) and (2), and in accordance with Section 63-2-308, [] (company name) asserts a claim of business confidentiality to protect the following information submitted as part of a Request for Proposals.

This claim is asserted because this information requires protection as it includes:

• trade secrets as defined in Section 13-24-2 ("Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy).

• commercial information or non-individual financial information obtained from a person if: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future; [and] (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

This statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

Page	Paragraph	Reason
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]

Please use additional sheets if needed.

You will be notified if a record claimed to be protected herein under Utah Code Ann. § 63-2-304(1) or (2) is classified public or if the governmental entity determines that the record should be released after balancing interests under Utah Code Ann. § 63-2-201(5)(b) or Utah Code Ann. § 63-2-401(6). See Utah Code Ann. § 63-2-308.

Signed:

Date:

Printed Name and Title

ATTACHMENT A: GRANITE SCHOOL DISTRICT 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 Granite School District to purchase certain specified services, and other approved purchases for Granite School District.
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 Granite School District, State and Federal auditors, and Granite School District employees, 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. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of Granite School District, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind Granite School District to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Granite School District, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by Granite School 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 Granite School District for these contract services. Persons employed by Granite School District and acting under the direction of Granite School District shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release Granite School 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 Granite School District's sole negligence. Nothing in this Agreement shall be deemed as a waiver by any party of the defenses, rights or protections provided by the Utah Governmental Immunity Act (Utah Code Ann. ' 63G-7-101 et. seq.) nor shall this Agreement be construed with respect to third parties as a waiver of any governmental immunity to which Granite School District is otherwise entitled.
8. **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.
9. **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.
10. **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.
11. **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 Granite School District. The Contractor must notify Granite School District Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **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.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that Granite School District cannot contract for the payment of funds not yet appropriated by the Board of Education. If funding to Granite School District is reduced due to an order by the Board of Education, or is required by State law, or if federal funding (when applicable) is not provided, Granite School District may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from Granite School District upon 30 days written notice. In the case that funds are not appropriated or are reduced, Granite School District will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and Granite School District will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** Granite School District's sales and use tax exemption number is 11792902023STC. The tangible

personal property or services being purchased are being paid from Granite School District 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.

15. **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 Granite School 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 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 Granite School District has relied on the Contractor's skill or judgment to consider when it advised Granite School 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 Granite School District has not been warned. Remedies available to Granite School District include the following: The Contractor will repair or replace (at no charge to Granite School 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 Granite School District may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives Granite School 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 Granite School District Department 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.
17. **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 Granite School District except as to latent defects, fraud and Contractor's warranty obligations.
18. **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 Granite School District. Granite School 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 Granite School District will be those prices listed in the contract. Granite School District has the right to adjust or return any invoice reflecting incorrect pricing.
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. All payments to the Contractor will be remitted by mail unless paid by Granite School District Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold Granite School 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 Granite School District.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for Granite School District to declare Contractor in default of the contract: 1. Non-performance of contractual requirements; 2. A material breach of any term or condition of this contract. Granite School 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, Granite School 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. Granite School 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 Granite School 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 Granite School 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 (63G-6-1002, Utah Code Annotated, 1953, as amended).

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, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: Granite School District Standard Terms and Conditions; 2. Granite School District Contract Signature Page(s); 3. Granite School 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 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 Granite School 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.
27. **PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this bid/proposal will be guaranteed for the period specified. 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 documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the Granite School District Director of Purchasing. The DISTRICT will be given the immediate benefit of any decrease in the market, or allowable discount.

(Revision Date 06.05.09)

**REQUEST FOR PROPOSAL
CONTRACTED SERVICES FOR
INFORMATION SYSTEMS PROGRAMMER/ANALYST
Solicitation # JG10-004**

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to provide contracted services for up to three information systems programmers/analysts. It is anticipated that this RFP may result in a contract award to a single contractor.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

Granite School District will not be liable for any cost's proposers may incur in the preparation or presentation of this proposal.

ISSUING OFFICE AND RFP REFERENCE NUMBER

Granite School District's Department of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Information Systems Department. The reference number for the transaction is Solicitation # JG10-004. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

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

The preferred method of submitting your proposal is electronically through BidSync (formerly RFP Depot.) However, if you choose to submit hard copies, one original and three identical copies of your proposal must be received at Granite School District Purchasing Department, 2500 S. State Street, Salt Lake City, Utah 84115.

When submitting a proposal 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 RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system.

Electronic proposals 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.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of one year.

The contract may be extended beyond the original contract period one additional year at the district's discretion and by mutual agreement. The potential contract term is two years.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for initial term of the contract.

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 Director of Purchasing.

Granite School District will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, Granite School Districts standard terms and conditions.

QUESTIONS

All questions must be submitted through BIDSYNC (formerly RFP Depot.) Answers will be given via the BIDSYNC site.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

** * * * **

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the Department of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of Granite School District. Materials may be evaluated by anyone designated by the school district as part of the proposal evaluation committee. Materials submitted may be returned only at the district's option.

DETAILED SCOPE OF WORK

Offeror's are to provide **up to three** resumes of candidates for programmer/analysts to

perform contracted services for the Granite School District Information Systems Department.

This RFP process will result in an award of a contract to the firm that successfully proposes the most qualified candidate at the most competitive pricing based upon the criteria given in the RFP. Initially one programmer with their respective staffing company will be selected. The award of this contract will allow the district to return to this same company and select up to two additional programmers at its option to assist in the project. These additional programmers must possess the required candidate requirements. The rate for the additional programmers cannot exceed the rate of the initial programmer by more than 10%. The district is under no obligation to accept proposed additional programmers.

The focus of this position is to provide development and production support for Granite School District's various Information Systems in a .NET environment. Successful candidate may work closely with third party application providers to troubleshoot system issues and manage defects.

REQUIREMENTS AND QUALIFICATIONS

Candidate

This position will develop and implement computer systems for the district. They will work with the District's Student Information System. Applicant must be skilled in design, coding, problem solving, and technical support and training. The position will work with departments and schools personnel. Requires written communication skill, interpersonal relations, and the ability to respond to deadlines.

Required Knowledge and Skills:

- Microsoft Visual Studio .NET
- Microsoft Visual Basic .NET
- Microsoft ASP.NET
- Microsoft ADO.NET
- Microsoft XML Web Services
- Microsoft COM+
- Microsoft SQL Server 2005/2008
- Microsoft T-SQL
- Microsoft C#.NET
- Microsoft .NET Framework
- Windows 2000, 2003 Server
- Windows Workstation 2000, XP
- Java – Java Script – Active X
- HTML/DHTML
- Classic ASP

- SQL Reporting Services

Educational Requirements:

Bachelors Degree in Business, Information Technology, Data Processing or related field. Experience may be substituted for Education. MCAD (Microsoft Certified Applications Developer) preferred

Staffing Firm

1. Provide all necessary staffing services for selected candidate, i.e. (payroll, management, and liability insurance)
2. Provide invoicing to district.
3. Provide replacement candidate should chosen candidate be unable to fulfill contract for any reason. The replacement candidate will require the approval of the district. Also the contracted rate cannot increase for a replacement.
4. Management of candidate must be performed by account manager who resides in the State of Utah. Documentation demonstrating this is to be included in your proposal. Failure to document this will result in immediate disqualification of proposal.

PROPOSAL RESPONSE FORMAT

All proposals must include:

1. **RFP Form.** Granite School District's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.
3. **Candidates Resumes.** Resumes should provide all necessary information to score candidate.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Fully billed costs should be provided for each candidate.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
40 %	Cost

- 30% Candidates demonstrated ability to meet the scope of work
- 25 % Candidates interview and testing
- 5 % References

The selection committee will evaluate the candidates on the demonstrated ability to meet the scope of the work and cost criteria and will then short list the top five candidates. These five candidates will be interviewed and tested via an online computer based test and references will be checked. The interview and testing score along with the reference score will be added to the technical and price scores to arrive at the highest scored candidate.

COST PROPOSAL

Cost is to be submitted based on the following:

Candidate 1 Name _____

Fully Loaded Hourly Rate: \$_____ per/hr.

Candidate 2 Name _____

Fully Loaded Hourly Rate: \$_____ per/hr.

Candidate 3 Name _____

Fully Loaded Hourly Rate: \$_____ per/hr.

RFP EVALUATION SCORESHEET

**CONTRACTED SERVICES FOR
INFORMATION SYSTEMS PROGRAMMER/ANALYST
JG10-004**

Firm Name: _____**Evaluator:** _____**Date:** _____**Score will be assigned as follows:**

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score (0-5)	Weight	Points
1. Candidates demonstrated ability to meet scope of work (30 points possible)			X 6	----
2. Candidates Interview and Testing Scoring (25 points possible)			X 4	----
3. References (5 points possible)			X 2	
4. Cost (40 points possible)	40 points possible			* Inserted by Purchasing
TOTAL EVALUATION POINTS	(100 points possible)		Total	

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

Question and Answers for Bid #JG10-004 - Information Technology Contract Staffing for Programmers

OVERALL BID QUESTIONS

Question 1

Proposal Evaluation Criteria includes References. The RFP didn't appear to outline what you are looking for in these references - references on the staffing company or the candidate. Also, will you accept e-mail copies / approvals as the indicator for the reference? (Submitted: Aug 28, 2009 6:44:47 PM MDT)

Answer

- References are for the candidate. References are to include a company name, contact name, contact email, and contact phone. (Answered: Aug 31, 2009 8:17:26 AM MDT)

Question 2

1. About the account manager in Utah. Does it need to be a part time manager or a full time manager? We are a company based outside Utah and I think this requirement puts companies outside Utah at a disadvantage.

Since we are a small business we want to know whether appointing a part time manager who is resident of Utah AFTER our candidate gets selected.

Is this acceptable? (Submitted: Aug 28, 2009 7:53:34 PM MDT)

Answer

- The manager is to be full time. (Answered: Aug 31, 2009 8:17:26 AM MDT)

Question 3

Can we expect that the accepted candidate(s) will be working 40 hours per week for the duration of the contract? Or is the workload spotty? (Submitted: Aug 29, 2009 9:37:32 AM MDT)

Answer

- Candidates will work 40 hours per week. (Answered: Aug 31, 2009 9:17:54 AM MDT)

Question 4

Will the accepted candidate be provided on-site workspace and equipment or do you expect the candidate to work offsite with his/her own equipment? (Submitted: Aug 29, 2009 9:39:16 AM MDT)

Answer

- Granite will provide them both on-site workspace and equipment. (Answered: Aug 31, 2009 9:17:54 AM MDT)

Question 5

Is there an incumbent staffing company with resources already familiar with Granite School District systems? (Submitted: Aug 31, 2009 8:23:48 AM MDT)

Answer

- There is not an incumbent staffing company for these positions. (Answered: Aug 31, 2009 8:25:05 AM MDT)

Question 6

What is the time frame for appointing the two additional programmers - within how much time after the first one starts working? (Submitted: Aug 31, 2009 12:40:02 PM MDT)

Answer

- It is not know at this time. This will depend upon the analysis done by the initial programmer. (Answered: Sep 1, 2009 10:41:21 AM MDT)

Question 7

May the account manager be one of the on-site staff? (Submitted: Aug 31, 2009 4:12:51 PM MDT)

Answer

- No. The account manager is to act as the manager and a conflict of interest is potential if they hold multiple roles. (Answered: Sep 1, 2009 10:41:21 AM MDT)

Question 8

Is there any consideration given for small, woman owned, veteran, or disadvantaged businesses? (Submitted: Aug 31, 2009 4:14:09 PM MDT)

Answer

- No. Granite School District is under the State of Utah Procurement code which does not provide for such consideration. (Answered: Sep 1, 2009 10:41:21 AM MDT)

Question 9

We are a Texas based company and we will not be able to appoint a manager in UT to manage just one person. However we have a manager in our Houston office who can manage this candidate. Will that work? (Submitted: Sep 1, 2009 10:05:02 PM MDT)

Answer

- Management of candidate must be performed by account manager who resides in the State of Utah. (Answered: Sep 2, 2009 8:26:22 AM MDT)

Question 10

The Proposal Response Format calls for four bullet points. 1. RFP Form, 2. Executive Summary, 3. Candidate Resumes, 4. Cost Proposal. Where in the RFP would Granite like information on the Staffing Vendors placed? (i.e. Documentation demonstrating the role, duties and residence of the account manager, payroll information, liability insurance, management process, screening process etc..)

May we outline the roles, responsibilities and company info before or after the resumes in a "Detailed response" type format / sub-category? Would Granite prefer a separate bullet point for this info? (Submitted: Sep 2, 2009 3:50:06 PM MDT)

Answer

- Please outline this information before the resumes. (Answered: Sep 2, 2009 4:25:27 PM MDT)

Question 11

What Insurance thresholds should be maintained by the staff augmentation vendor?

General Liability?

Workers Compensation?

Umbrella Policy?

Errors & Omissions?

Others? (Submitted: Sep 2, 2009 3:54:39 PM MDT)

Question 12

What "Online Computer Based Test" tool will be utilized to screen candidates? (Submitted: Sep 2, 2009 3:56:27 PM MDT)

Answer

- The tool will not be disclosed until the shortlisted candidates are selected. Note that testing tool will be provided and paid for by Granite School District. (Answered: Sep 2, 2009 4:25:26 PM MDT)

Question Deadline: Sep 7, 2009 12:00:00 PM MDT