

Solicitation NO2010-03 Posting for Utah State Legislature

Redistricting Software and Support

State of Utah



State of Utah

Bid NO2010-03 Posting for Utah State Legislature Redistricting Software and Support

Bid Number NO2010-03 Posting for Utah State Legislature
 Bid Title Redistricting Software and Support

Bid Start Date Jun 21, 2010 1:43:23 PM MDT
 Bid End Date Jul 20, 2010 3:00:00 PM MDT
 Question & Answer End Date Jun 24, 2010 9:30:00 AM MDT

Bid Contact Nancy Orton
 Assistant Director
 Administrative Services

Contract Duration See Specifications
 Contract Renewal See Specifications
 Prices Good for See Specifications

Bid Comments This is a courtesy notification for the Utah State Legislature.

The purpose of this RFP is to enter into a contract with a qualified person or entity to:

1. Purchase REDISTRICTING SOFTWARE, including at least five licenses to use the REDISTRICTING SOFTWARE (with the option to purchase more) for Utah's redistricting process, occasioned by the 2010 federal census.
2. Obtain SOFTWARE SUPPORT SERVICES for the REDISTRICTING SOFTWARE, per the attached detailed specifications.

Do not respond to this solicitation through BidSync. Proposals are to be sent directly to the Utah State Legislature, as detailed in the attached RFP document.

Changes made on Jun 24, 2010 9:25:25 AM MDT

Previous Q & A End Date	Jul 6, 2010 9:00:00 AM MDT	New Q & A End Date	Jun 24, 2010 9:30:00 AM MDT
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Item Response Form

Item NO2010-03 Posting for Utah State Legislature-1-01 - Redistricting Software and Support
 Quantity 1 lot
 Prices are not requested for this item.
 Delivery Location State of Utah
N/A
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 * UT *
 Qty 1

Description

THIS SOLICITATION NOTICE IS POSTED TO OUR WEB PAGE FOR INFORMATION ONLY. DO NOT REMIT SUBMITTALS TO THE STATE OF UTAH DIVISION OF PURCHASING. THIS SOLICITATION NUMBER NO2010-03 IS FOR POSTING PURPOSES ONLY. INTERESTED OFFERORS ARE TO FOLLOW THE DIRECTIONS OUTLINED IN THE ATTACHED DOCUMENT.

The point of contact concerning this solicitation is:

Thomas Vaughn
Associate General Counsel
Office of Legislative Research and General Counsel
tomvaughn@utah.gov
801-538-1032

All communication must be done through the point of contact.

REQUEST FOR PROPOSALS

to

The Utah State Legislature

Issued by:

The Office of Legislative Research and General Counsel

of the Utah State Legislature



Redistricting Software and Support

RFP No. 2010-02

I. RFP CONTACT

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

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

II. DEFINITIONS

As used in this RFP:

1. "LEGISLATURE" means the Utah State Legislature, its members, staff, staff offices, and all employees and agents of the Utah State Legislature and of its staff offices.
2. "MSDST" means Mountain Standard Daylight Savings Time.
3. "OLRGC" means the Office of Legislative Research and General Counsel, a staff office of the Utah State Legislature.
4. "REDISTRICTING SOFTWARE" means the redistricting software described in Section IV of this RFP.
5. "RFP" means this Request for Proposals to the Utah State Legislature for "Redistricting Software and Support, RFP No. 2010-02."
6. "SOFTWARE SUPPORT SERVICES" means the software support described in Section V of this RFP.

III. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this RFP is to enter into a contract with a qualified person or entity to:

1. Purchase REDISTRICTING SOFTWARE, including at least five licenses to use the REDISTRICTING SOFTWARE (with the option to purchase more) to be used for Utah's redistricting process, occasioned by the 2010 federal census.
2. Obtain SOFTWARE SUPPORT SERVICES for the REDISTRICTING SOFTWARE.

IV. SPECIFICATIONS

1. A person or entity responding to this RFP must satisfy the OLRGC that the REDISTRICTING SOFTWARE meets the following specifications:
 - a. Meets or exceeds industry standards for software used in the redistricting process.
 - b. Demonstrated reliability.
 - c. User/learner friendly.
 - d. Capability to quickly draw and process redistricting plans.
 - e. Versatility and functionality that meets or exceeds industry standards.
 - f. Capacity to document and communicate a redistricting plan and any changes to the plan.
 - g. Capacity for data import, export, and integration.
2. Additional consideration may be given for software that is flexible and customizable.

V. SUPPORT

A person or entity responding to this RFP must satisfy the OLRGC that the support provided to the LEGISLATURE for the REDISTRICTING SOFTWARE meets or exceeds industry standards.

VI. TIMELINE

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

RFP Opening Date: June 21, 2010 at 9:00 a.m.

Final Date for Submission of Questions: July 6, 2010 at 9:00 a.m.

Final Date for Addenda to RFP: July 9, 2010 at 3:00 p.m.

RFP Closing Date: July 20, 2010 at 3:00 p.m.

Opening of Responses to RFP: July 21, 2010 at 10:00 a.m., at the offices of the OLRGC.

Award of Contract: Between August 21, 2010 and October 21, 2010, at the offices of the OLRGC. The exact date and time will be announced by addendum at least ten calendar days in advance.

VII. SUBMISSION OF PROPOSALS

1. SUBMISSION TIME, PLACE, AND MANNER

Five written copies of the proposal and one electronic copy (in PDF format) must be received at the following address on or before July 20, 2010 at 3:00 p.m. MSDST:

Attention: Thomas Vaughn
Associate General Counsel
Office of Legislative Research and General Counsel
Utah State Capitol Complex
W210 House Building
Salt Lake City, Utah, 84114

2. LATE SUBMISSIONS

Proposals received after July 20, 2010 at 3:00 p.m. MSDST will not be considered.

VIII. ORGANIZATION OF PROPOSAL

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

1. PROPOSER INFORMATION

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

- a. Title: "Response to RFP for Redistricting Software and Support, RFP No. 2010-02."
- b. Proposer Summary Information:
 - Name:
 - Contact Person:
 - Address:
 - Telephone:
 - Fax:
 - Email:
 - Federal Tax ID Number:

c. Name of REDISTRICTING SOFTWARE.

2. EXECUTIVE SUMMARY

A brief description of the proposer's REDISTRICTING SOFTWARE and SOFTWARE SUPPORT SERVICES.

3. DETAILED RESPONSE

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

- a. A detailed description of the proposer's REDISTRICTING SOFTWARE, including: a description of its compliance with the software specifications described in Section IV of this RFP; and the expiration of the software licenses, if any expiration applies.
- b. A detailed description of the proposer's SOFTWARE SUPPORT SERVICES, including: a description of their compliance with the SOFTWARE SUPPORT SERVICES described in Section V of this RFP; and the length of time that the proposer will provide SOFTWARE SUPPORT SERVICES to the LEGISLATURE for the REDISTRICTING SOFTWARE.
- c. A specific point-by-point response to each requirement of this RFP and all addenda, in the order the requirement is listed in this RFP and all addenda, including a statement that the proposer agrees to comply with that requirement. A response to this RFP that fails to clearly respond to, and agree to comply with, each requirement of this RFP and all addenda may be determined to be non-responsive and invalid.
- d. If proprietary or other information is included in the proposer's response to the RFP that the proposer believes should not be subject to disclosure, the proposer shall designate that information here and comply with the requirements referred to in Section XIV of this RFP.

4. COST

- a. The total cost for the REDISTRICTING SOFTWARE, including each license, specifying the cost for the five licenses requested in this RFP, and any additional licenses that the OLRGC decides to purchase.
- b. The total cost for the SOFTWARE SUPPORT SERVICES or, if there is

no cost for the SOFTWARE SUPPORT SERVICES, a statement that there is no cost for the SOFTWARE SUPPORT SERVICES.

IX. OTHER REQUIREMENTS

1. TRIAL SOFTWARE

Include with the response a complete copy of the REDISTRICTING SOFTWARE that the proposer is offering to the LEGISLATURE and at least three temporary licenses, free of charge, for unlimited use of the REDISTRICTING SOFTWARE for 90 days for evaluation purposes.

2. MISCELLANEOUS

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

X. CONTRACT

The successful proposer will be required to enter into the contract attached to this RFP as Attachment "1". The contract will be modified and completed prior to execution of the contract to include the name of the successful proposer, specific details relating to the proposer and the proposer's response to this RFP, and correct dates and times. The contract will be awarded by John Q. Cannon, Utah's State Liaison for the 2010 Census Redistricting Data Program.

XI. PROPOSAL AND PRICE GUARANTEE PERIOD

Each proposal submitted in response to this RFP, and the prices included in that proposal, are binding on the proposer from the date and time of the closing of this RFP until the later of 100 days after the day on which the RFP closes, or, if the proposer's proposal is accepted, upon provision of the REDISTRICTING SOFTWARE including the number of licenses to use REDISTRICTING SOFTWARE, specified by OLRGC, and completion of the provisions of the SOFTWARE SUPPORT SERVICES to the LEGISLATURE.

XII. QUESTIONS

Questions, requests for changes to this RFP, and requests for clarification must be submitted by email to tomvaughn@utah.gov on or before July 6, 2010 at 9:00 a.m. Responses to substantive questions, responses to requests for clarification, and responses to requests for changes will be provided in the form of an addendum to this RFP.

XIII. ADDENDA

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

<http://le.utah.gov>

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

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

tomvaughn@utah.gov

Each proposer is required to acknowledge receipt of each addendum by email to:

tomvaughn@utah.gov

XIV. PROTECTED INFORMATION

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

XV. MODIFICATIONS TO, OR WITHDRAWAL OF, PROPOSAL

1. PROCEDURE

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

2. EXCEPTION

Discussions may be conducted with offerors (proposers) who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions. Pursuant to Utah Code Subsection 63G-6-408(5)(b), ". . . revisions may be permitted after submissions and before the contract is awarded for the purpose of obtaining best and final offers." Pursuant to Utah Code Subsection 63G-6-408(5)(c), "[i]n conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors." Revisions to proposals after the closing date and time of this RFP may only be permitted by written permission of the RFP contact. Each proposer will receive equal treatment. If the OLRGC decides to enter into discussions with proposers after the closing date of this RFP, but before award of the contract, the OLRGC will inform each proposer who submitted a timely, valid proposal of the schedule for these discussions and procedures for submission of a revised proposal.

XVI. COST OF RESPONDING TO RFP AND CONTRACT NEGOTIATIONS

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

All expenses of the successful proposer relating to conducting contract negotiations, including, but not limited to, drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne by the proposer. The LEGISLATURE assumes no liability for any costs incurred by a proposer relating to contract negotiations.

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

XVII. PROPOSAL EVALUATION CRITERIA

John Q. Cannon, Utah's State Liaison for the 2010 Census Redistricting Data Program, will evaluate each response to this RFP and will award the contract. John Q. Cannon will evaluate each proposer and each response to this RFP based on the following factors:

Points	Criteria
65	The extent to which the REDISTRICTING SOFTWARE meets the specifications described in Section IV.
15	The extent to which the SOFTWARE SUPPORT SERVICES meets or exceeds industry standards.
20	Overall cost of REDISTRICTING SOFTWARE, software licenses, and SOFTWARE SUPPORT SERVICES.

XVIII. MISCELLANEOUS RESERVATION OF RIGHTS

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

XIX. RESTRICTIONS ON PUBLICITY

The successful proposer may not, without the prior written approval of the OLRGC: make any announcement regarding the award of the contract relating to this RFP; or refer to the Utah Legislature or use any data, pictures, or other representation of the Utah Legislature in its advertising, marketing, or other promotional efforts.

XX. DEVIATIONS AND EXCEPTIONS

The proposer shall describe, in writing, any deviations or exceptions from the requirements, terms, and conditions of this RFP. This description shall be in a separate document that is attached to the proposer's response to this RFP and is signed by the proposer or the proposer's authorized agent. In the absence of such a document, the proposal shall be interpreted to agree to the requirements, terms, and conditions of this RFP and the proposer shall be held liable for any deviations from the RFP.

REDISTRICTING SOFTWARE AND SUPPORT AGREEMENT

Relating to RFP No. 2010-02

1. DEFINITIONS

As used in this AGREEMENT:

- 1.1 "AGREEMENT" means this "Redistricting Software and Support Agreement" between OLRGC and VENDOR.
- 1.2 "LEGISLATURE" means the Utah State Legislature.
- 1.3 "OLRGC" means the Office of Legislative Research and General Counsel, a staff office of the LEGISLATURE.
- 1.4 "RFP" means the Request for Proposals to the Utah State Legislature, issued by the OLRGC, for "Redistricting Software and Support, RFP No. 2010-02," and all addenda thereto.
- 1.5 "REDISTRICTING SOFTWARE" means (insert name and description of software).
- 1.6 "SOFTWARE SUPPORT SERVICES" means the software support services described in Section 3.2 of this AGREEMENT.
- 1.7 "VENDOR" means (insert name of VENDOR).

2. PARTIES

This AGREEMENT is between the LEGISLATURE and VENDOR.

3. DUTIES OF VENDOR

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

- 3.1 On or before _____, provide to OLRGC _____ complete and fully functioning copies of its REDISTRICTING SOFTWARE and _____ licenses for unlimited use of the REDISTRICTING SOFTWARE.
- 3.2 Provide support to OLRGC for the REDISTRICTING SOFTWARE as follows:

(Insert particulars of software support here).

4. PAYMENT

- 4.1** In exchange for the timely provision of the REDISTRICTING SOFTWARE and licenses described in Section 3 of this AGREEMENT, the SOFTWARE SUPPORT SERVICES described in Section 3.2 of this AGREEMENT, and fulfillment of the other terms and conditions of this AGREEMENT, OLRGC agrees to pay VENDOR (insert amount and method of billing and payment here).
- 4.2** The amount that OLRGC is required to pay VENDOR under this Section 4 of this AGREEMENT is the entire amount that OLRGC (or the LEGISLATURE) is required to pay VENDOR for the software, licenses, goods, and services described in this AGREEMENT.

5. INDEPENDENT CONTRACTOR

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

6. REPRESENTATIONS

VENDOR represents that it has full legal rights to provide OLRGC with the REDISTRICTING SOFTWARE and the licenses to use the REDISTRICTING SOFTWARE.

7. ASSIGNMENT PROHIBITED

VENDOR may not assign this AGREEMENT, nor any duty or benefit relating to this AGREEMENT, without the prior written permission of OLRGC.

8. TERMINATION OF AGREEMENT

(this section may need to be modified if the length of time that the REDISTRICTING SOFTWARE licenses are valid and the length of time that SOFTWARE SUPPORT SERVICES are provided are different.)

- 8.1** This AGREEMENT terminates on _____.

- 8.2** This AGREEMENT may be terminated at any time before _____, if any of the

following occur:

- 8.2.1** OLRGC and VENDOR agree, in writing, to terminate this AGREEMENT at an earlier date.
- 8.2.2** If either party materially breaches this AGREEMENT and, following the breach:
 - 8.2.2.1** the non-breaching party gives written notice of the breach to the breaching party; and
 - 8.2.2.2** at least seven days after the day on which the breaching party receives the notice described in Section 8.2.2.1 of this AGREEMENT, the non-breaching party sends a written notice of termination to the breaching party, unless, before the end of the seven-day period described in this Section 8.2.2.2 of this AGREEMENT, the breaching party cures the breach.
- 8.3** A material breach by VENDOR includes, but is not limited to:
 - 8.3.1** Failure to timely provide the REDISTRICTING SOFTWARE and the licenses to use the REDISTRICTING SOFTWARE.
 - 8.3.2** Failure to provide the SOFTWARE SUPPORT SERVICES described in this AGREEMENT.
 - 8.3.3** Making a misrepresentation in, or under, this AGREEMENT.
 - 8.3.4** Making a misrepresentation in response to the RFP.
- 8.4** If this AGREEMENT terminates under Section 8.1 of this AGREEMENT, VENDOR is not relieved of VENDOR's obligations under Sections 5, 7, 8, and 10 of this AGREEMENT.
- 8.5** If this AGREEMENT terminates under Section 8.2.1 of this AGREEMENT:
 - 8.5.1** VENDOR is not relieved of VENDOR's obligations under Sections 5, 7, 8, and 10 of this AGREEMENT; and
 - 8.5.2** Payment and other terms relating to the software, licenses, goods, and services described in this AGREEMENT will be expressed in the written document described in Section 8.2.1 of this AGREEMENT.
- 8.6** If this AGREEMENT terminates under Section 8.2.2 of this AGREEMENT due to a breach by VENDOR:
 - 8.6.1** VENDOR is not relieved of VENDOR's obligations under Sections 3, 5, 6, and 8

through 15 of this AGREEMENT; and

8.6.2 Neither OLRGC nor the LEGISLATURE is required to pay, and VENDOR is not entitled to receive, the payment described in Section 4 of this AGREEMENT, or any payment.

8.7 Termination under Section 8.2.2 of this AGREEMENT does not relieve either party of liability for any default prior to the termination.

9. GOVERNING LAW

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

10. EQUAL OPPORTUNITY

VENDOR agrees to abide by the provisions of Titles VI and VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90, which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disabilities. VENDOR further agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

11. SEVERABILITY

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

12. INCORPORATION OF PROVISIONS OF RFP

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

13. MERGER

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

agreements between the parties relating to all or part of the subject matter contained in this AGREEMENT.

14. MODIFICATION OF AGREEMENT

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

15. AUTHORITY TO BIND

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

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

On behalf of VENDOR:

On behalf of LEGISLATURE:

John Q. Cannon
Utah's State Liaison for the
2010 Census Redistricting Data Program

Question and Answers for Bid #NO2010-03 Posting for Utah State Legislature - Redistricting Software and Support

OVERALL BID QUESTIONS

Question 1

Will there be any pre-bid conference to provide further understanding of the scope of this requirement?
(Submitted: Jun 22, 2010 11:26:00 AM MDT)

Answer

- There will not be a pre-bid conference. Questions should be submitted to Thomas R. Vaughn, per instructions in the detailed specifications. They will be answered by addendum. (Answered: Jun 24, 2010 9:22:04 AM MDT)

Question Deadline: Jun 24, 2010 9:30:00 AM MDT