

Solicitation W92656

Internet Content Filtering Solution



University of Utah

Bid W92656 Internet Content Filtering Solution

Bid Number **W92656**
Bid Title **Internet Content Filtering Solution**

Bid Start Date **Jan 27, 2011 4:21:49 PM MST**
Bid End Date **Feb 10, 2011 2:00:00 PM MST**
Question & Answer
End Date **Feb 7, 2011 2:00:00 PM MST**

Bid Contact **Mary Louise Hughes**
Buyer
Purchasing
801-581-5729
mlhughes@purchasing.utah.edu

Contract Duration **3 years**
Contract Renewal **Not Applicable**
Prices Good for **See Specifications**

Bid Comments **Please see bid specifications in documents section.**

This is to be a 36-month subscription, contract to begin 7/16/2011.

All question regarding this bid must be posted in the question and answer section of this bid.

The Terms and Conditions outlined in Appendix 'B' become a part of this inquiry or any award resulting from your quotation.

Item Response Form

Item **W92656-1-01 - Internet Content Filtering Solution**
Quantity **1 each**
Unit Price
Delivery Location **University of Utah**
University of Utah
1901 E South Campus Dr Rm 151
Salt Lake City UT 84112
Qty 1

Description

M86 Web Filtering and Reporting Bundle - 36 month subscription with unlimited users.

See complete specifications in documents section.



SOLICITATION NO. *W92656*

Internet Content Filtering Solution

RESPONSES ARE DUE PRIOR TO:

Feb 10, 2011 2:00:00 PM MST

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

University of Utah
Purchasing Department
Attn: Bids & Proposals, *W92656*
1901 E South Campus Drive Rm 151
Salt Lake City, UT 84112

Request for Bids for Internet Content Filtering Solutions

Objective

To acquire a long-term, reliable and quality Internet Content Filtering solution focused on and tailored for education.

General Description

In accordance with our objectives UEN has assembled a Filtering Technology Evaluation Committee which has evaluated internet content filter solutions available in the marketplace and found that M86Security, currently in place, provides us the best overall solution for our needs.

We are looking for bids from resellers to provide unlimited license for use of M86Security products covering K-12 Public Schools, Charter Schools, Private Schools, Libraries and Universities where K-12 Visitor are commonly present. when identified as a customer of the Utah Education Network located in the state of Utah. This is to include the Web Filtering and Reporting Suite, WebMarshall inline Web Filtering software w/ Sophos AV, Mobile Client Web Filtering, the M86 VuSafe product and any other current or future products existing during the contract period.

Contract Length

Contract length will be 3 years with and option to renew at the same terms for 2 additional 12 Month periods.

Payment Terms

Multi year contracts will be paid in 1 year increments after the fiscal year starts July 1st.

Support Requirements

M86Security will be required to provide 24/7/365 Tech support for UEN and it's customer's hardware, Software, implementation and on-going support needs based on a tired approach in which all UEN customer support calls will first be routed to UEN Network Operations as Tier 1 support and then to M86Security's Tier 2 support directly.

M86Security will additionally offer a 12 month parts warranty on any existing UEN R3000 Appliance.

Hardware Purchases

Hardware will be purchased directly by UEN Customers at special pre-negotiated UEN pricing through reseller. All hardware purchased will include a 60 month advanced replacement warranty.

Contact information

If any clarification is needed regarding this document please contact Wes Furgason @ 801-883-4899 or email wes@uen.org

Request for Quote or Bid - Terms and Conditions

1. The University reserves the right to cancel this Request.
2. The University reserves the right to purchase brands as it desires, irrespective of price.
3. The University reserves the right to increase or decrease the quantity of any item and to order any or all of the items at quoted prices, unless Seller specifically states otherwise in its quote/bid.
4. Seller is to provide quotes/bids only for items that Seller can supply.
5. Price each item separately. Unit price shall be shown and a total shall be entered for each item bid. In the event of an error in extension, the unit price will govern.
6. Time of delivery is part of the quotation and must be adhered to. The university reserves the right to cancel any order based on this Request and the subsequent quote or bid if the delivery date is not met.
7. Prices must be firm for complete delivery of quantities specified.
8. The University reserves the right to accept or reject any or all quotes/bids and to waive any informality or technicality in any quote or bid in the interest of the University.
9. The following applies when item(s) or material(s) are defined in this Request by using a Trade Name or by stating a Brand Name and catalog number of a manufacturer, "OR EQUIVALENT." In all such cases the term "equivalent" means any other make equal in material, workmanship and service, and is as efficient and economical in operation as the one specified. Unless Seller states otherwise in their quote/bid the University will assume that the proposed items meet all specifications and/or are equal to the product specified. If Seller proposes an alternate item, the quote/bid must clearly be marked as such. Include the trade name, brand name, model number, and/or catalog number, plus a complete description (including specifications and literature) of the proposed alternate.
10. Failure to respond to the Request, or to advise the Purchasing Department that future Requests are desired, may result in the forfeiture of the opportunity to receive Requests in the future.
11. Quotes or bids (or any modifications or corrections to any quote or bid) that are submitted after the closing date and time will not be accepted.
12. No charges for the following will be paid by the University unless expressly included and itemized in the quote/bid: Delivery, drayage, express, parcel post, packaging, carriage, insurance, license fees, permits, cost of bonds, customs duty, or any other such fee.
13. The University reserves the right to require a bid bond, a supply contract, or a faithful performance bond from Seller in an amount not to exceed the amount of the contract.
14. Authorized representatives of the University of Utah's Purchasing Department are the only persons authorized to place orders or commit the University for purchases.
15. Unless specifically stated otherwise in the quote/bid the University may accept any item, or group of items, or the complete overall low quote/bid that meets all specifications.
16. A written Purchase Order mailed or otherwise furnished to the Seller within a reasonable time results in a binding contract which shall apply in all disputes arising out of this Request for Quote or Bid and/or any subsequent order, without application or any principles of choice of laws. Orders resulting from the Request and any subsequent quote/bid shall not be assignable by the Seller in whole or in part without written consent of the University.
17. If Seller accepts credit cards, the University reserves the right to place any subsequent order arising from the Request for the Quote or Bid via credit card. All credit card bylaws and rules apply.
18. Samples of items, when required, must be furnished free of expense to the University and if not destroyed by test may, upon request made at the time the sample is furnished, be returned at the Seller's expense.
19. Seller warrants that merchandise will conform to its description and any applicable specifications, shall be good merchantable quality and fit for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by the Seller to the Buyer.
20. Unless clearly indicated otherwise in the quote/bid, the University assumes that no employee of the University has sufficient financial or management interest in the Seller's organization to cause a conflict of interest should Seller be awarded an order based on this Request.
21. State of Utah Sales and Use Tax:
 - a. Utah State Sales and Use Tax should not be added.
 - b. The Seller is responsible for complying with all Utah State Sales and Use Tax exemption requirements. The Seller is responsible for payment of all Utah State Sales and Use Tax obligations that arise from the Seller's failure to comply with exemption requirements.
22. Any order based on the Request may be extended by mutual agreement.
23. The Government Records Access and Management Act, Section 63-2-101 et seq., Utah Code Ann. (1953), as amended ("GRAMA") provides that information in the quotes/bids submitted may be open for public inspection at the time the quotes/bids is opened. If a Seller desires to have certain information contained in its quote/bid protected from such disclosure, the Seller may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons

- supporting the claim of business confidentiality" with the quote/bid (GRAMA, Section 63-2-308). Pricing elements of any quote/bid will not be considered protected.¹ All material contained in and/or submitted with the quote/bid becomes property of the University and may be returned only at the University's option.
24. The Utah State Procurement Code (Section 63-56-45) addresses the procedure for filing a protest regarding the award of quotes/bids and proposals. The Code states that protests "shall be submitted in writing within five working days after the aggrieved person knows or should have known the facts giving rise thereto."
 25. The University is committed to policies of equal opportunity, affirmative action, and nondiscrimination. The University seeks to provide equal access to its programs, services and activities for people with disabilities. Reasonable prior notice is needed to arrange accommodations. Evidence of practices not consistent with these policies should be reported to the Office of Equal Opportunity and Affirmative Action, 801-581-8365 (Voice or TTY).
 26. The University of Utah Health Sciences Center is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This transaction may fall under the jurisdiction of HIPAA and seller must comply with applicable state and federal HIPAA laws. If you have any questions, please contact the HIPAA Regulatory Office at 801-587-9241.
 27. Environmentally Preferable Purchasing: The contractor is encouraged to offer Energy Star certified products, EPEAT (Electronic Product Environmental Assessment Tool) recommended products, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The University of Utah also encourages contractors to offer products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services. Items considered in this comparison may include raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal.

¹ Proposals submitted in response to a Request for Proposal (RFP) are subject to the above Terms and Conditions and to other Terms and Conditions supplied with the RFP, however, the GRAMA rules (#24 above) are different. Only the non-confidential portions of the proposal responses become available to the public, after award of the order (not at the time of opening).

DEFINITIONS

"Buyer" = The University of Utah (aka "University")

"Request" = This Request for Quote/Bid

"Proposal" = Response to a Request for Proposal ("RFP")

"Seller" = Supplier who submits a proposal and/or is awarded a contract based on this Request for Quote/Bid.

ADDITIONAL TERMS & CONDITIONS

We, the undersigned, propose to furnish the above goods/services at the prices contained in this response, and guarantee that if the order is placed with us we will furnish these goods/services in accordance with Buyer's specifications unless clearly indicated otherwise in the response.

Federal Tax I.D. #:	<input style="width: 95%;" type="text"/>
Vender Proposal #:	<input style="width: 95%;" type="text"/>
How many days offered for acceptance:	<input style="width: 15%;" type="text"/> calendar days
Method of Shipment (via truck, air, etc.):	<input style="width: 95%;" type="text"/>
From (city of origin):	<input style="width: 95%;" type="text"/>
Shipment within how many days after receipt of order:	<input style="width: 15%;" type="text"/> calendar days
Payment Terms:	<input style="width: 95%;" type="text"/>
F.O.B.:	<input style="width: 95%;" type="text"/>
Company Name:	<input style="width: 95%;" type="text"/>
Phone #:	<input style="width: 95%;" type="text"/>
Fax #:	<input style="width: 95%;" type="text"/>

By signing this document you acknowledge the receipt of all required documents and addendum (s).

Signature of Authorized Representative:

Type/Print Name: Date:

Note: The Small Business Administration has classified this firm as:

Small,
 Large,
 Minority Owned,
 Woman Owned,
 Veteran Owned

UNIVERSITY OF UTAH
Terms and Conditions of Purchase

APPENDIX B
Section 1

The Board of Trustees of the University of Utah hereinafter called "U of U" has entered into a contract with the United States of America hereinafter called "Government." This order is entered into in furtherance of the performance of the work provided for in said contract.

1. **ACCEPTANCE.** The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of services covered by this order, shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made part of the order only to the extent of specifying the nature of the materials, supplies or services ordered, the price thereof and delivery date, and then only to the extent that such terms are consistent with the terms and conditions of this order.

2. **WAIVER.** The failure of U of U to enforce at any time any of the provisions of this contract, or exercise any option herein provided, or to require at any time performance by the seller of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of U of U thereafter to enforce each and every provision.

3. **WARRANTIES.** Seller warrants the articles delivered hereunder to be free from defects in labor, material and manufacture, and to be in compliance with any drawings or specifications incorporated or referenced herein and with any samples furnished by the Seller. All warranties shall run to U of U, its successors and assigns.

Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to U of U by any other Article of this order.

4. **DISCOUNT DATE.** The date for calculation of any cash discount offered by the Seller and provided for on the face of this order is (i) the date material is received, (ii) the date material is scheduled to be received under the order or (iii) the date an acceptable invoice is received, whichever is later. Where such date falls within the first 15 days of any month, discount will be taken when payment is made by the 25th of said month. Where such date falls after, discount will be taken when payment is made by the 10th of the following month. If these terms are in conflict with terms on the invoice and a longer term is granted on the invoice, the invoice terms will apply.

5. **INSPECTION.** All work performed and all deliverable items are subject to inspection and acceptance at destination notwithstanding any payments or inspection at source. Final inspection and acceptance shall be conclusive except as to latent defects, fraud, such gross mistakes as amount to fraud, and the Seller's warranty obligations. Supplies to be furnished hereunder shall be subject to inspection by U of U and/or government inspectors upon the premises of the Seller. Seller, without additional cost, shall provide all reasonable facilities and assistance for the safety and convenience of such inspectors. At the time of inspections, Seller shall make available to the inspectors copies of all drawings, specifications and process, preservation and packaging data applicable to the articles ordered herein.

6. **ASSIGNMENT.** This order is assignable by U of U. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of U of U. In event such consent is given, it shall not relieve Seller from any of the obligations of this order and any transferee or subcontractor shall be considered the agent of the Seller and, as between the parties hereto, Seller shall be and remain liable as if no such transfer or subletting had been made.

7. **CHANGES.** U of U may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of U of U. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless U of U waives this condition. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

8. **SHIPPING AND INSTRUCTION.** Shipments must be made as specified on the face of the order unless subsequently modified in writing by U of U. If shipment does not exceed 20 pounds gross weight, or \$100.00 in value, ship Parcel Post uninsured. Shipments in excess of \$100.00 should be insured to supplement carriers maximum responsibility. Originals of all government bills of lading, air bills, and rail and air express receipts shall be mailed to the U of U Receiving Department. Do not ship C.O.D. for goods or freight charges without U of U advance approval.

9. **LABOR DISPUTES.** Seller shall give prompt notice to U of U of any actual or potential labor dispute which delays or may delay timely performance of this order.

10. **TERMINATION FOR CONVENIENCE AND CAUSE.**

- i. U of U may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part at any time. U of U shall pay Seller as full compensation for performance until such termination: (a) the unit or pro rata order price for the delivered and accepted portion; and (b) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by U of U, with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price.
- ii. U of U may by written notice terminate this order for Seller's default, in whole or part, at any time, if seller refuses or fails to comply with the

- provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the materials or supplies or perform the services within the time specified or any written extension thereof. In such event, U of U may purchase of otherwise secure materials, supplies or services and, except as otherwise provided herein, Seller shall be liable to U of U for any excess costs occasioned of U of U thereby. If, after notice of termination for default, U of U determines that the Seller was not in default or that failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or the public enemy, acts of U of U, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of U of U, unless U of U shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.
- iii. If U of U determines that Seller has been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, U of U may extend the time for completion of work called for by this order, when promptly applied for in writing by Seller, and if such delay is due to failure of U of U, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of U of U to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.
 - iv. The rights and remedies of U of U provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
 - v. As used in this Article, the word "Seller" includes Seller and his sub-suppliers at any tier.

11. **TITLE.** Title to the material and supplies purchased hereunder shall pass directly from Seller to U of U or Government at the f.o.b. point shown, subject to the right of the U of U to reject upon inspection.

12. **PAYMENT, EXTRA CHARGES, DRAFTS.** Seller shall be paid upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. U of U will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by transportation receipts, or facsimile, if transportation is payable and charged as a separate item.

13. **PATENT INDEMNITY.** Seller shall indemnify U of U and Government and its officers, agents, and employees against liability, including costs, for infringement of Letter patent (except Letters Patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of Government) resulting from Seller's furnishing or supplying standard parts or components or utilizing its normal practices or methods in the performance of this order to any parts, components, practices, or methods as to which Seller has secured indemnification form liability. The foregoing indemnity shall not apply unless Seller shall have been informed as soon as practicable by U of U or Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to participate in the defense thereof and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

Seller shall pay all royalty and license fees relating to the items covered hereby. In the event any third party shall claim that the manufacture, use and sale of these goods covered hereby, infringement of any copyright, trademark or patent, the Seller shall indemnify U of U and hold U of U harmless from any cost, expenses, damage or loss incurred in any manner by U of U on account of any such alleged infringement.

14. **DECLARED VALUATION OF SHIPMENTS.** Except as otherwise provided on the face of this order, all shipments by Seller under this order for U of U account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

15. **ASSIGNMENT.** This order is assignable by U of U. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of U of U Purchasing Agent.

16. **LIABILITY FOR U OF U FURNISHED PROPERTY.** Seller assumes complete liability for any tooling, articles or material furnished by U of U to Seller in connection with this order and Seller agrees to pay for all such tooling, articles or material spoiled by it or not otherwise accounted for to U of U's satisfaction. The furnishing to Seller of any tooling articles, or material in connection with this order shall not, unless otherwise expressly provided, be construed to vest title thereto to Seller.

17. **AFFIRMATIVE ACTION.** Unless exempted by rules, regulations or orders of the Secretary of Labor, during the performance of each contract with the U of U, the contractor agrees as follows:

- i. The contractor will not discriminate in violation of law against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, veteran of the Vietnam era, or disabled veteran status. The contractor will take appropriate action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, religion, sex, national origin, age, handicap, veteran of the Vietnam era, or disabled veteran status.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, veteran of the Vietnam era, or disabled veteran status.
- iii. The contractor has filed all equal employment opportunity reports (EEO-6) forms as required by the Civil Rights Act of 1964.
- iv. The contractor will comply with all applicable provisions, rules, regulations, and relevant orders of the Secretary of Labor pursuant to relevant orders and acts.
- v. Contractor will furnish all information reports required by applicable executive orders or acts, and by the rules, regulations, and applicable orders of the Secretary of Labor, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. The contractor has, if required by law, a written compliance program.
- vii. The contractor agrees to post in conspicuous places, available to employees and applicants, required notices relating to the employer's obligation to take affirmative action, and to employ and advance in employment without regard to race, color, religion, sex, national origin, age, handicap, veteran of the Vietnam era, or disabled veteran status, and their rights.
- viii. Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting office, advising a labor union or workers' representative of the contractor's affirmative action and nondiscrimination commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- ix. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized and such other sanctions may be imposed and remedies invoked as provided in executive orders, or acts, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- x. The contractor agrees that employment openings of the contractor, including those not generated by this contract, shall be listed at an appropriate local office of the state employment service system wherein the opening occurs. The contractor further agrees to revise such reports to such local office regarding employment openings and hires as may be required.
- xi. Nothing herein is intended to relieve the contractor from any requirements in applicable laws, executive orders or regulations regarding non-discrimination in employment.
- xii. The contractor hereby certifies that it does not or will not maintain segregated facilities nor permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, sex, national origin, age handicap, veteran of the Vietnam era, or disabled veteran status.

18. INDEMNIFICATION AND INSURANCE. In the event the Seller, its employees, agents, or subcontractors, enter premises occupied by or under the control of the Buyer in the performance of this order, the Seller agrees that it will be responsible to, and indemnify and hold harmless, the Buyer, its trustees, officers, employees, from any loss, cost damage, expense, or liability by reason of property damages or personal injury of whatsoever kind or character, arising out of, as a result of, or in connection with such performance occasioned by the negligence or other fault, by act or omission, of the Seller, its agents, employees, or subcontractors; and the Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above, and will maintain worker's compensation coverage (either by insurance or, if qualified pursuant to law, through a self-insurance program) covering all employees performing this order on premises occupied by or under the control of the Buyer.

19. KICKBACK PROHIBITIONS. Seller represents that they have not provided, attempted to provide, or offered any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, directly or indirectly, to any employee or agent of the U of U for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of any procurement contract, Seller further represents that they have not been solicited, accepted, or attempted to accept any kickback from any employee or agent of the U of U. Incidents of kickback may be reported in writing to the Department of Internal Audit, 407 Park Building, University of Utah, Salt Lake City, Utah 84112 or by calling 1-801-581-5997.

20 HIPAA. The University of Utah Health Sciences Center is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This transaction may fall under the jurisdiction of HIPAA and Seller must comply with applicable state and federal HIPAA laws. If you have any questions, please contact the HIPAA Regulatory Office at (801) 587-9241.

21. OTHER APPLICABLE LAWS. Any provision required to be included in a contract of this type of any applicable and valid federal, state or local statutes, act, executive order, law, ordinance, rule or regulation will be deemed to be incorporated herein including examination of records by the Comptroller General.

Government Subcontract Provisions

Section 2

If this order is a subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of this Section 2 and any other provisions of this order the terms and conditions of this Section 2 shall prevail. The term "FAR" means Federal Acquisition Regulations, including revisions in effect on the date of this order. The terms "Contractor," "Government," and "Contracting Officer," as used in the clauses incorporated by this reference, shall be deemed to refer to the "Seller." "Buyer" and "University of Utah" (U of U) respectively except for clauses FAR 52.215-1, 52.215-2, 52.227-12, and 52.227-1 where "Government" means "United States Government." Any reference to a "Disputes" clause in any of the clauses listed below shall be deemed to refer to the "Disputes" clause contained in the Prime Contract. In no event shall any such reference to a "Disputes" clause be construed to allow the Seller, without the concurrence or approval of the U of U to prosecute an appeal either directly or in the name of the U of U, to the Contracting Officer of such Prime Contract.

The following provisions apply regardless of the amount of this order:

1. Equal Opportunity - FAR 52.222-26
2. Anti-kickback Procedures - FAR 52.203-7
3. Integrity of Unit Prices - FAR 52.215-14
4. Preference for U.S. Flag Air Carriers - FAR 52.247-63
5. Restrictions on Subcontract or Sales - FAR 52.203-6
6. Certification and Disclosure Regarding Payments to Influence Certain federal Transactions - FAR 52.203-11
7. Limitation of Payments to Influence Certain Federal Transactions - FAR 52.203-12

The following provisions apply if the amount of this order exceeds \$10,000:

1. Affirmative Action for Handicapped Workers - FAR 52.222-36

The following provisions apply if the amount of this order exceeds \$25,000:

1. Audit-Negotiation - FAR 52.215-2
2. Affirmative Action for Vietnam Era Veterans -FAR 52.222 35
3. Examination of Records - FAR 52.215-2(e)
4. Certification of Nonsegregated Facilities - FAR 52.222-21
5. Utilization of Small Business Concerns and: Small Disadvantaged, Women-Owned, Veteran-Owned, Service Disabled Veteran-Owned, HUBZone, - FAR 52.219-8
6. Employment Reports on Vietnam Era Veterans and FAR 52.222-37

The following provisions apply if the amount of this order exceeds \$25,000:

1. Notice and Assistance Regarding Patent & Copyright Infringement - FAR 52.227-2
2. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters - FAR 52.209-5
3. Authorization and Consent - FAR 52.227.1
4. Use of U.S. Flag Commercial Vessels - FAR 52.247-64

The following provisions apply if the amount of this order exceeds \$100,000:

1. Subcontractor Cost and Pricing Data - FAR 52.215-12 (or FAR 52.215-25 for cost/price modifications)
2. Limitation on Payments to Influence Certain Federal Transactions - FAR 52.203-12

The following provisions apply if the amount of this order exceeds \$500,000:

1. Small Business Subcontracting Plan - FAR 52.219-9

The following provisions apply if the order involves design, development, or research:

1. Rights in Technical Data and Computer Software - DOD FAR Supp. 252-227-7013
2. Restrictive Marketing on Technical Data - DOD FAR supp. 252.227-7018
3. Patent rights (short form) FAR 52.227-11 or patent rights (long form) FAR 52.227-12 or in the case of an order under a NASA prime contract use NASA new technology clause or in the case of an order under a DOE prime contract use DOE PR9-9 107-s(a) long form.
4. Acknowledgement of Sponsorship under DOD Prime Contract:

The Contractor agrees that in the release of information relating to this contract such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the agency set forth in the schedule of this contract, and that the content of the information does not necessarily reflect the position or the policy of the government and no official endorsement should be inferred. For the purpose of this clause, "information" includes but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc. Nothing in the foregoing shall effect compliance with the requirements of the clause of this contract entitled "Military Security Requirements." The contractor further agrees to include this provision in any subcontract awarded as a result of this contract.

Publication of results under DOE Prime Contracts:

Research results obtained under this contract shall be made available to all through normal and accepted channels without restriction except that no Restricted Data as defined in the Atomic Energy Act of 1954, as amended, or other classified information shall be disclosed to unauthorized persons. Published results shall indicate that the research was supported by the Commission. A copy of each article submitted by the Contractor for publication shall be promptly sent to the Commission. The Contractor shall also inform the Commission when the article is published and furnish six copies of the article as finally published. It is recognized that during the course of the work hereunder or subsequent thereto, the Contractor, its employees, or its subcontractors, may from time to time, desire to publish, within the limit of security requirements, information regarding technical or scientific developments arising in the course of the contract. In order the public disclosure of such information will not adversely affect the patent interest of the Commission, such information shall be withheld from public disclosure if it discloses an invention, or discovery; such invention or discovery shall be promptly reported to the Commission for patent review and possible filing of a patent application, and such information shall thereafter be withheld from public disclosure for a period of four months unless written authorization provides for earlier release.

The following provisions apply under Other Specific Conditions:

1. Filing Patent Applications - FAR 52.227-10
2. Patent Rights - Retention by Contractor - (Short Form) FAR 52.227-11/or
3. Patent Rights - Retention by Contractor - (Long Form) FAR 52.227-12/or
4. Patent Rights-Retention by U of U - FAR 52.227-13
5. Military Security Requirements - FAR 52.204-2

6. Notice of Government Labor Disputes - FAR 52.222-1
7. Service Contract Act of 1965, as Amended - FAR 52.222-41
8. Contract Hours and Safety Standards - FAR 52.222-4

The following provision applies if the contract involves hazardous materials:

1. Hazardous material identification and Material Safety Data - FAR 52.223-3

The following provisions apply to construction contracts:

1. Davis-Bacon Act - FAR 52.222.32
2. Contract Termination-Debarment - FAR 52.222-12
3. Apprentices and Trainees - FAR 52.222-9
4. Payrolls and Basic Records - FAR 53.222-8
5. Compliance with Copeland Act Requirements - FAR 52.222-10
6. Withholding of Funds - FAR 52.222-7
7. Subcontracts (Labor Standards) - FAR 52.222-11
8. Disputes Concerning Labor Standards - FAR 52.222-14
9. Compliance with Davis-Bacon and Related Act Regulations - FAR 52.222-13
10. Certification of Eligibility - FAR 52.222-15

Question and Answers for Bid #W92656 - Internet Content Filtering Solution

OVERALL BID QUESTIONS

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

Question Deadline: Feb 7, 2011 2:00:00 PM MST