

Solicitation ND11121

NetScout nGenius Hardware/Software Support Renewal



Salt Lake County

Feb 14, 2011

Please scan and attach bid related documents, i.e., licenses, certifications, descriptive literature, etc., into BidSync when entering your electronic bid submittal.

If you do not have scan capability, please mail documents to Salt Lake County Contracts and Procurement, 2001 S State St. Suite N4500, SLC, UT 84190-3100.

Be sure to include a cover letter identifying your company and/or a business card with your documents. The bid number and bid open date should be printed on the outside of the envelope.

Bid ND11121

NetScout nGenius Hardware/Sftware Support Renewal

Bid Number **ND11121**
 Bid Title **NetScout nGenius Hardware/Sftware Support Renewal**

Bid Start Date **Jan 28, 2011 2:28:14 PM MST**
 Bid End Date **Feb 14, 2011 3:00:00 PM MST**
 Question & Answer End Date **Feb 3, 2011 5:00:00 PM MST**

Bid Contact **Glendon Mitchell**
801-468-2493
gmitchell@slco.org

Contract Duration **One Time Purchase**
 Contract Renewal **Not Applicable**
 Prices Good for **30 days**

Bid Comments **Bids will only be considered from NetScout or their authorized resellers/business partners.**

Item Response Form

Item **ND11121-1-01 - NGenius AFM, Enterprise, 4-port Configurable. 1 Yr. Price**
 Quantity **1 each**
 Unit Price
 Delivery Location **Salt Lake County**
Information Services
 2001 S State St #NL-300
 Salt Lake City UT 84190-3050
Qty 1

Description

Product # 4910/HS with serial number: ATSP113352, 1 year pricing.

Item **ND11121-1-02 - Two port T1/A WAN, HDXFE, 1GB, 1 Yr. Price**
 Quantity **1 each**
 Unit Price
 Delivery Location **Salt Lake County**
Information Services
 2001 S State St #NL-300
 Salt Lake City UT 84190-3050
Qty 1

Description

Product #9482/1G/HDXFE, serial number: 2003100323. 1 year pricing

Item **ND11121-1-03 - Probe, 2-port 1000 Base-SX Giga, 1 Yr. Price**
Quantity **1 each**
Unit Price
Delivery Location **Salt Lake County**
[Information Services](#)
2001 S State St #NL-300
Salt Lake City UT 84190-3050
Qty 1

Description

Product #9902/HC, serial number: 2004090387. 1 year pricing.

Item **ND11121-1-04 - Probe, 4-port Gig Ethernet Config., HC, 1 Yr. Pricing**
Quantity **1 each**
Unit Price
Delivery Location **Salt Lake County**
[Information Services](#)
2001 S State St #NL-300
Salt Lake City UT 84190-3050
Qty 1

Description

Product #9910/HD, serial number 2003020064. 1 year pricing

Item **ND11121-1-05 - Probe, 4-port 1000 Base-SX Giga, 1 Yr. Pricing.**
Quantity **1 each**
Unit Price
Delivery Location **Salt Lake County**
[Information Services](#)
2001 S State St #NL-300
Salt Lake City UT 84190-3050
Qty 1

Description

Product #9912/1G, serial number 2003020064. 1 year pricing

Item **ND11121-1-06 - Software: Kit, PM v4.1 Mastercare, WIN, 1 Yr. Pricing**
Quantity **1 each**
Unit Price
Delivery Location **Salt Lake County**
[Information Services](#)
2001 S State St #NL-300
Salt Lake City UT 84190-3050
Qty 1

Description

Product #9500W-M, serial number: 4000073251. 1 year pricing

SALT LAKE COUNTY REQUEST FOR BID



Legal Company Name <input type="text"/>		Federal Tax Identification Number (DO NOT list social security numbers) <input type="text"/>	
Dba (if applicable) <input type="text"/>			
Ordering Address <input type="text"/>	City <input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
Remittance Address <input type="text"/>	City <input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person <input type="text"/>		
Telephone Number (include area code) <input type="text"/>	Fax Number (include area code) <input type="text"/>	E-mail Address <input type="text"/>	
Early Payment Discount Terms <input type="text"/>	Days Required for Delivery after Receipt of Order (see attached specifications for any required minimums) <input type="text"/>		
Company's Internet Web Address <input type="text"/>			
I certify that to the best of my knowledge the information contained in this solicitation is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of the Mayor of Salt Lake County.			
Vendor Authorized Representative Type or Print Name <input type="text"/>		Date <input type="text"/>	
		Position or Title <input type="text"/>	
The electronic signature on record with BidSync		REASONABLE ACCOMMODATIONS: Reasonable accommodations (including auxiliary communicative aids and services) for individuals with disabilities	

constitutes the signature for these documents.

will be provided upon receipt of a request within three working days notice. For assistance, please call V/468-2556; TTY users should call 711.

This form serves as a substitute W-9 Form

DA Standard Form No.
2010-3735

REASONABLE ACCOMMODATIONS: Reasonable accommodations (including auxiliary communicative aids and services) for individuals with disabilities will be provided upon receipt of a request within three (3) working days notice. For assistance call 801-468-2556; TTY users call 711.

TERMS AND CONDITIONS

These general terms and conditions shall apply unless otherwise more specifically provided for in any of the attached specifications.

1. PREPARATION OF BIDS: (a) Failure to examine any drawings, specifications and instructions will be at bidder's risk. (b) All prices and notations must be printed in ink or typewritten or submitted electronically through the county's designated system. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (c) Price each item separately. Unit price must be shown and a total price must be entered for each item. In the event of a discrepancy in the extension of unit prices, unit prices shall govern. (d) Any manufacturers' brand names, trade names, catalog numbers, "or equals" used in the specifications are intended to establish and describe general performance levels and standards. Such references are not intended to be restrictive, and bids are invited on these and comparable brands and models of products of any manufacturer. Any other brands or models substantially equivalent to those specified will be considered for award unless otherwise noted. The Purchasing Agent reserves the right to determine equivalency with recommendations from the using agency. (e) Delivery time promised by bidder must be a part of the bid and adhered to if awarded the contract. (f) By signing the bid or by electronic submission, the bidder certifies that all of the information provided is accurate, and the prices bid are correct. (g) All items bid must be new and unused unless otherwise specified. (h) The bid form should be signed or if submitted electronically, the electronic signature will be considered valid. Bidder acknowledges that it has read the entire bid documents and accepts the terms and conditions as stated. Any modifications to the bid document's terms and conditions MAY render the bid non-responsive. Bidder also acknowledges that this bid solicitation shall be a part of any awarded contract with Salt Lake County.

2. SUBMISSION OF BIDS: (a) Bids may be signed in ink and placed in a sealed envelope with the bid number and date of bid opening marked on the outside of the envelope. Bids may also be submitted by electronic copy through the county's designated system and include an electronic signature. (b) Bids, modifications or corrections, unsealed or received after the closing time specified will not be considered. (c) Only bids submitted on authorized County bid forms will be considered. (d) All charges for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be expressly included and itemized in the bid in order for the County to pay for the same under an awarded contract. (e) By submitting its bid, bidder agrees that all costs associated with preparation of its bid shall be the bidder's sole responsibility and County shall have no obligation to pay bidder's bid preparation costs for any reason whatsoever. (f) Bids that are not signed or submitted electronically or do not include all of the enclosed Terms and Conditions may be deemed non-responsive. (g) Answers to questions that are submitted electronically through the county's designated system may be considered as an addendum to the bid. (h) All bids are to be firm for 90 days from the date of bid opening, unless other reasonable times are stated as part of the County's specifications. (i) All purchases are made according to County ordinances and purchasing policies.

3. BONDS: The County reserves the right to require the bidder to provide a bid bond, a supply contract bond, a performance bond and/or a payment bond in an amount or amounts set by the County. If such a bond is required in the attached specifications, list the price of the bond as a separate item. Bonds must be written by a corporate surety authorized to do business in the State of Utah and be in a form acceptable to the County. If County requires bonding, County must be named as a loss payee.

4. AWARD OF CONTRACT: (a) The contract will be awarded to the most responsible, responsive bidder making the lowest and/or best bid conforming to the specifications. County shall have sole discretion to determine the responsibility of bidders, and the responsiveness of bids. (b) Unless specifically stated otherwise in this bid, the County may accept any item or group of items, or overall low bid. County also reserves the right to award to more than one bidder. Bids will not be evaluated and accepted only upon an "all or nothing" basis, unless the bidder specifically states that its bid must be accepted on that basis. (c) County shall have the right to cancel this solicitation at any time before award of contract for any reason, or reject all bids. County may also waive any informality, technicality, or irregularity in bids that does not affect or render ambiguous price, quantity, quality, or delivery. (d) County's acceptance of a bid shall create a binding contract, dating from the time of acceptance. Acceptance shall occur upon award of a contract by official action of the County, and execution of a contract by the

authorized County official(s). (e) The County will post the intent to award tabulation documents at www.cp.slco.org/

5. WARRANTY: Bidder expressly warrants that the merchandise will conform to its description and all specifications, shall be of good merchantable quality, and fit for the known purpose for which it is required. This warranty is in addition to any standard warranty or service guarantee given by the bidder to the County. Said warranties shall be in addition to any warranties express or implied under the laws of the State of Utah. Bidder warrants and assumes full and sole responsibility for all products that it licenses, contracts, or sells to the County under this Contract for a period of one year, unless otherwise specified. Bidder acknowledges that all warranties provided under the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers by bidder are not applicable to this contract unless otherwise specified and accepted in writing by the County. Remedies available to the County include, but are not limited to, the following: The contractor will repair or replace, at no charge to the County, each and every nonconforming product upon discovery of the nonconformance and written notice from the County. If the repaired and/or replaced product does not meet the specifications and is not accepted by the County, the contractor will refund the full amount of all payments previously made by the County. Nothing in this warranty section will be construed to limit any rights or remedies the County may otherwise have under this contract or pursuant to law.

6. SAMPLES: Samples, when required, must be furnished free of expense to the County. If not destroyed by testing, they may be returned, if requested in the bid submittal, at the bidder's expense.

7. RISK OF LOSS: Title to the equipment or goods shall at all times be and remain with the successful bidder and said bidder shall bear the entire risk of loss, damage, destruction or theft of the equipment or goods, until delivered to the County at the designated delivery location. After delivery, County shall assume the risk of loss for the equipment or goods ONLY to the extent of the County's negligence during the fifteen (15) days discovery period prior to acceptance or rejection by the County. "Acceptance" is defined as the time when County signifies to the successful bidder that the equipment or goods delivered satisfactorily conform to the specifications of the resulting contract.

8. PROTESTS: Persons who are aggrieved by the written specifications or recommended award may protest to the Purchasing Agent. A protest in regard to the specifications of a Request for Bids, Request for Bids and Resulting Contract or Best Value Bids shall be submitted, in writing, prior to the opening of the bids. All other protests shall be submitted, in writing, within five (5) working days after the aggrieved person knows or should have known of the recommended award. Protest letters should specifically state completely the facts that constitute error in the specifications or the intent to award and the desired remedy. Salt Lake County Code of Ordinances § 3.20.150.

9. LICENSING: The successful bidder is responsible, at its sole expense, to acquire, maintain and renew during the term of the contract, all necessary permits, licenses and/or certifications required for its lawful performance of its duties and obligations under the contract.

10. REGISTRATION: Bidder must be registered with the Utah Division of Corporations and Commercial Code, if applicable, and shall maintain this registration active and current through the term of the contract. This provision shall apply whether the bidder is doing business as an individual, association, partnership, limited liability company, corporation, or otherwise. All forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994 or by accessing www.commerce.utah.gov.

11. TAXES AND CONSTRUCTION MATERIALS EXEMPTION: Construction materials to be installed by Salt Lake County's employees, unless otherwise noted, receive sales tax exemption. Sales tax will not be calculated in the bid price to the County. If there is a change and non-County persons perform the installation, the County must remit the appropriate sales tax to the State Tax Commission. Salt Lake County's Sales Tax License Number is 12152670005. Salt Lake County certifies that the tangible personal property or services purchased are to be paid directly with funds from the entity noted on the purchase order and will be used in the exercise of Salt Lake County essential functions as a local government entity. The exemption certificate must be completed by an individual authorized to sign a purchase order on behalf of the County.

12. RECORDS: Contractor will maintain or supervise the maintenance of all records necessary to properly account for the payments made to the contractor authorized by this contract. Contractor agrees to allow access to the County of all records relating to this contract for auditing and monitoring of services. Such access shall be during reasonable business hours.

13. REQUEST FOR BIDS AND BID SUBMITTAL: The contract shall include all of the provisions and specifications of this bid, all addenda and the vendor's bid. In the event of any inconsistency between the terms and conditions of the bid and the bid submittal, the bid shall control unless a separate exceptions sheet is executed by both parties modifying the terms and conditions of the bid, in which event the exceptions sheet shall control.

14. TRANSPORTATION: Transportation charges must be prepaid by vendor. Vendor shall also bear risk of loss or damage and must carry property damage and liability insurance covering items subject to this order and carriage

until delivered to County's FOB designated delivery location.

15. PRICES: Prices are firm for the duration of this contract and are FOB Salt Lake County's designated delivery location. The vendor acknowledges that the County reserves the right to adjust any invoice that reflects incorrect pricing.

16. PAYMENT TERMS: Payment terms are normally net 30 days after receipt of invoice or receipt of delivery whichever is later, unless otherwise agreed to by both the Vendor and the County prior to the award of this purchase. Early payment discounts less than 20 days will not be considered for award analysis purposes.

17. INVOICING: Invoices are to be submitted, in duplicate, directly to the ordering division or agency, unless otherwise specified in the specifications attached hereto, with payment to be made by the Salt Lake County Auditor. References on the invoice should note the ordering agency or division's name and purchase order number or contract number.

18. SUBSTITUTIONS: Materials other than those specified on the order must not be substituted without County's prior written authorization. If materials are rejected, they will be held for disposition at vendor's sole risk and expense, notwithstanding prior payment.

19. STOCK: Vendor guarantees that a stock will be maintained within Salt Lake County for the sole use of Salt Lake County or that delivery will be guaranteed within a five working-day period. Unusually large order quantities will be exempt from the foregoing requirement, but must be delivered no later than 10 days after the receipt of the order unless another term is specified. If any unusual delays are anticipated due to strikes, shortages, etc., the Division of Contracts and Procurement shall be notified immediately.

20. INDEPENDENT CONTRACTOR: The relationship of County and Contractor under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Contractor of employer and employee, partners or joint venturers.

21. AGENCY: No agent, employee or servant of Contractor or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Contractor and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Contractor and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Contractor is an independent contractor.

22. PROFESSIONALISM: Contractor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Contractor agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Contractor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Contractor further agrees that it will not accept any fee or financial remuneration from any entity or person other than Salt Lake County for its performance under this Agreement.

23. INDEMNIFICATION: Contractor agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Contractor, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement.

24. GOVERNMENTAL IMMUNITY: County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904 (2010). The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

25. NO OFFICER OR EMPLOYEE INTEREST: It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Contractor or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Contractor's operations, or authorizes funding or payments to Contractor.

26. ETHICAL STANDARDS: Contractor represents that it has not: (a) provided an illegal gift to any County officer

or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07 (2010); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

27. CAMPAIGN CONTRIBUTIONS: The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Salt Lake County Code of Ordinances § 2.72A (2010). Contractor acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Contractor further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

28. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.

29. TERMINATION FOR DEFAULT: County may terminate this Agreement if Contractor fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

30. COMPLIANCE WITH LAWS: Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Contractor of applicable law shall constitute an event of default under this Agreement and Contractor shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

31. NON-DISCRIMINATION: Contractor and any agent of Contractor agree that they shall comply with all federal, state and county laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

32. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS ("URS"): Salt Lake County is a URS "participating employer." Entering into an agreement with Salt Lake County may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code Ann. § 49-11-504 to -505 (2010). In addition, Contractor is required to immediately notify Salt Lake County if a retiree of URS is the contractor; or an owner, operator, or principal of the contractor. Contractor shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

33. LABOR REGULATIONS AND REQUIREMENTS: Contractor agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. Contractor shall indemnify and hold County harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by Contractor, its agents or employees.

34. GRAMA: Contractor acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901 (2010). As a result, County is required to disclose certain information and materials to the public, upon request. Contractor agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by the County. Generally, any document submitted to the County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

35. SUBCONTRACTING: Contractor agrees that it shall not subcontract to provide any of the services under this agreement or execute performance of its obligations under this agreement without prior express written consent of County.

36. GOVERNING LAW: It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions including, but not limited to, court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

37. SEVERABILITY AND AMENDMENT: If any provision of this contract or the bid specifications is declared by a court to be illegal or in conflict with any law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this contract. This contract shall not be modified or amended except in writing signed by the County and vendor

Environmental Compliance Practices

Bidder/Vendor/Contractor Compliance Statement and Non-Debarment Certification

1. In compliance with Executive Order #2006-1, Salt Lake County has implemented environmentally responsible procurement practices. The County requires all persons, businesses, corporations and other entities doing business or entering into a contract with the County to comply with all federal, state and local environmental laws, rules and regulations. Compliance with environmental laws, rules and regulations is a relevant factor in evaluating the integrity and responsibility of a business. The county, in its sole discretion, may not solicit proposals from, award contracts to, procure, or otherwise enter into business arrangements with any person, business, corporation or other organization that is noncompliant. If a bidder, vendor or contractor is: suspended, proposed for debarment, debarred, ineligible or excluded from contracting with another government entity due to environmental non-compliance, the County in its sole discretion, may deem the bidder, vendor or contractor non-responsible and decline to award a contract.

2. Based on the foregoing, the bidder/vendor/contractor certifies, to the best of its knowledge, that neither the bidder/vendor/contractor nor any owner, officer or agent of the bidder/vendor/contractor:

- 2.1 is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from the award of a contract or purchase by any federal, state or local agency based on a finding, determination, notice of violation or order of environmental non-compliance;
- 2.2 is presently indicted or charged by a government entity in a criminal, civil or administrative proceeding with the commission of any offense, violation, or failure to comply with any federal, state, or local environmental law, rule or regulation, indicating a lack of business integrity or business honesty affecting its responsibility as a county contractor;
- 2.3 has, within the last three (3) years, been convicted, or had a civil judgment or administrative order rendered against it for any offense or violation, including but not limited to environmental noncompliance, indicating a lack of business integrity or business honesty affecting its responsibility as a county contractor;
- 2.4 has, within the last three (3) years, had a contract/purchase terminated due to an act or omission, including but not limited to environmental non-compliance, demonstrating a lack of business integrity or business honesty affecting its responsibility as a county contractor.

3. Bidder/vendor/contractor shall require any subcontractor/supplier to disclose in writing, whether at the time of the award of the subcontract, the subcontractor complies with the certification requirements in subparagraphs 2.1, 2.2, 2.3 and 2.4 above.

4. Bidder/vendor/contractor shall immediately notify the county in writing if, at any time before the award, the bidder/vendor/contractor learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.

5. If it is later determined that bidder/vendor/contractor knowingly rendered an erroneous certification under this provision, in addition to other available remedies, the county in its sole discretion, may terminate the contract/purchase for default.

District Attorney No. 2008-5129
Date approved: May 13, 2008

Preference Given for Local Business

The County Council passed a policy that County purchases shall be awarded through a local preference system.

A local preference may accrue to a vendor who submits the low, responsive price for a goods and/or services contract if other factors are met. To be considered for a preference, offerors must agree to provide a complete and signed Local Certification Form, which includes a street address within the County that is not a post office box, a copy of a current business license issued by the County or any of the cities within the boundaries of the County and proof of registration with the State of Utah of an authorized agent to accept service of process. In addition, offeror must maintain local business status and current business license as required for the period of the contract. Completion of required information under the Alternative A portion of this document shall serve as compliance of submittal of a Local Certification Form.

For the preference to apply, the preferred offerors price cannot be higher than 104% of the lowest offeror who does not claim a preference for award of this contract if the total amount of the contract is under \$250,000. If the amount of the contract is between \$250,001 and \$1,000,000 the offerors price cannot be higher than 101% of the low offeror who does not claim a preference for this award of contract. For contracts of \$1,000,001 and greater, the preferred offerors bid cannot be higher than \$50,000 of the low offeror who does not claim a preference for award of this contract.

- € **Alternative A** shall be to complete a signed Local Certification Form, which includes a street address within the County that is not a post office box, a copy of a current business license issued by the County or any of the cities within the boundaries of the County and proof of registration with the State of Utah of an authorized agent to accept service of process. If marking this box as requesting Alternative A, please complete the Local Certification Form on page 2 of this Attachment A and submit required documentation with bid response.
- € **Alternative B** Marking this box as Alternative B the vendor is choosing not to submit under a local preference.

If no Alternative A bids are submitted or the Alternative A bid does not fall within the limits shown above, the bid will be awarded to the lowest responsive responsible bidder without preference.

Vendors may qualify for either the health care preference or the local business preference, but not both.

If required documents are not submitted with the solicitation requesting Alternative A preference, documentation must be provided within (5) five days after being notified that their bid is under consideration for award based upon this preference. If the documentation is not received within the five-day limit, the County will disqualify the preference status.

The County will have the right to monitor the contractors compliance with requirements for local preference status. Violation of this contract condition shall be the basis for immediate termination of the contract for default by the contractor.

Local Preference Certification Form

(Offeror to provide documentation qualifying them for local preference as stated)

Company Name:

Street Address:

Signature of Authorized Agent:

Proof of Registration with the State of Utah:

Copy of Business License within Salt Lake County Attached: Yes No

Business License Number:

Business License Issue Date:



Political Contribution

1.12.00

NOTICE TO ALL BIDDERS, VENDORS, CONSULTANTS, AND CONTRACTORS REGARDING CAMPAIGN CONTRIBUTIONS:

Campaign Contributions Ordinance - Salt Lake County campaign contributions ordinance limits a “contractor” from making campaign contributions to county candidates. For purposes of the campaign finance disclosure ordinance, a “contractor” is defined as “any person, business, corporation, or other entity that executes a written agreement with the County for the acquisition or management of goods, services, or property, or the disposal of surplus goods, whether personal, real, or intangible, including all amendments, extensions, or addendums to the existing contract.”

Limitation on Contributions by Contractors - Any person, business, corporation or other entity that is a contractor with the County is prohibited from making a total of contributions that exceed \$100.00 to any candidate for county office during the term of the contract and during a single election cycle as defined in the ordinance. For purposes of the ordinance, a person or entity shall be considered a contractor and doing business with the County if it is engaged in any contract with the County on the date of the contribution or it has contracted with the County at any time during a one-year period prior to the date of the contribution. Any person, business, corporation or other entity making contributions of \$100.00 or more to any county candidate shall be prohibited from entering into a contract for at least one year after the date the contribution was made. This limitation on campaign contributions applies only to contracts in excess of \$10,000 and does not apply to contracts entered into by the County pursuant to existing statewide contracts, small cost purchases, and expedited contracts when the County Council waives the requirements of the campaign finance disclosure ordinance as to that particular expedited contract.

Penalties – (1) If a contribution or contributions are received from a “contractor” and without a candidate’s knowledge of a violation of the County’s campaign finance disclosure ordinance, the candidate may return the contribution without penalty if the contribution is returned within ten (10) days after the candidate knows of the violation, by way of notification from the County Clerk.

(2) If any contribution is made in violation of the prohibition on contributions by contractors, any existing county contract with the contractor may be voided, at the discretion of the county mayor or council. Any contractor who knowingly makes a contribution or contributions in violation of this provision shall be guilty of a class B misdemeanor.

(3) If any contribution is made in violation of the prohibition on contributions by contractors, the official to whom that contribution is made must return the contribution. Any elected official who knowingly takes a contribution or contributions in violation of the campaign finance disclosure ordinance and does not return the contribution will be guilty of a class B misdemeanor.

END OF PARAGRAPH 1.12 (POLITICAL CONTRIBUTION NOTICE)

BID ND11121
NetScout nGenius Hardware/Software Support Renewal

GENERAL REQUIREMENTS

1.0 SCOPE:

Salt Lake County Contracts and Procurement, on behalf of Information Services invites your company to bid on providing Mastercare support service renewals for hardware and software for their NetScout nGenius products. Terms of support will be from April 1, 2011 thru March 31, 2012. Bids will only be considered from NetScout or their authorized resellers/business partners. No changes will be considered without prior written authorization.

2.0 CONTENTS:

If any provision or specification in this "Request for Bid" (RFB) is ambiguous or is disputed by a bidder, the bidder must notify the County Contracts and Procurement Division prior to the opening of the bids. No dispute or protest concerning the ambiguity of these bid specifications or provisions of this RFB shall be received following opening of the bids.

3.0 AWARD:

Purchases will be awarded to the lowest responsive, responsible bidder submitting the lowest cost including delivery. County will determine the low bidder based upon price(s) bid on 1 year support. Salt Lake County reserves the right to purchase 2 years of support or 3 years of support from the low bidder of 1 year support. Salt Lake County may reject any or all bids if it is deemed to be in the best interest of the County.

4.0 QUESTIONS:

Written questions shall be submitted to the www.BidSync.com by the due date and time posted. Answers to questions will be posted on BidSync. Changes to the specifications will be released in an addendum to the "Request for Bid".

5.0 MASTERCARE SUPPORT SERVICE:

Mastercare support to include 24x7 access to technical support, one hour priority response on technical support calls, access to software and firmware updates, advanced replacement or onsite repair of covered hardware and all other services of NetScout's Mastercare support.



Document in Process

This document is currently being revised. The final document will be available soon.

If you have any questions, please contact BidSync Customer Support (support@bidsync.com) and reference the bid associated with this document.

Question and Answers for Bid #ND11121 - NetScout nGenius Hardware/Sftware Support Renewal

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 3, 2011 5:00:00 PM MST