

STATE OF UTAH



SOLICITATION NO. MJ9063

EST3 Fire Alarm System Maintenance/Support

RESPONSES ARE DUE PRIOR TO:

Jul 16, 2009 10:00:00 AM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid MJ9063

EST3 Fire Alarm System Maintenance/Support

Bid Number **MJ9063**
 Bid Title **EST3 Fire Alarm System Maintenance/Support**

Bid Start Date **Jun 11, 2009 5:45:45 PM MDT**
 Bid End Date **Jul 16, 2009 10:00:00 AM MDT**
 Question & Answer End Date **Jul 13, 2009 7:00:00 AM MDT**

Bid Contact **Matt Jenkins**
Submit all questions through BidSync

Contract Duration **2 years**
 Contract Renewal **3 annual renewals**
 Prices Good for **2 years**
 Pre-Bid Conference **Jul 9, 2009 10:00:00 AM MDT**
Attendance is mandatory
Location: Central Utah Correctional Facility (CUCF) located at 255 East 300 North in Gunnison, Utah
Potential CONTRACTORS must RSVP to the UDC Contract Coordinator at HShreve@utah.gov no later than noon on Monday, July 6th. RSVP must include name, birth date, driver's license number and social security number of each site visit attendee to facilitate the required background checks.

Bid Comments **Please direct all questions electronically through BidSync.**

Item Response Form

Item **MJ9063-1-01 - Fire Alarm System Maintenance/Support**
 Quantity **1 n/a**
 Prices are not requested for this item.
 Delivery Location **State of Utah**
Central Utah Correctional Facility(CUCF)
 255 East 300 North
 Gunnison UT 84634
Qty 1

Description
 See specification.



State of Utah Invitation to Bid

Legal Company Name (include d/b/a if applicable) 		Federal Tax Identification Number 		State of Utah Sales Tax ID Number 	
Ordering Address 		City 		State 	Zip Code
Remittance Address (if different from ordering address)		City 		State 	Zip Code
Type: ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government		Company Contact Person 			
Telephone Number (include area code) 	Fax Number (include area code) 	Email Address 			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) ttt		Days Required for Delivery After Receipt of Order (see attached for any required minimums) ttt			
Brand/Trade Name 		Price Guarantee Period (see attached specifications for any required minimums)			
Minimum Order 		Company's Internet Web Address 			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ☐ No ☐ . If no, enter where produced, etc. 					
Offeror=s Authorized Representative=s Signature 			Date 		
Type or Print Name 			Position or Title 		

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE BID: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) www.bidsync.com until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via BidSync. (b) Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (d) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (e) Facsimile transmission of bids to DIVISION will not be considered.

2. BID PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through RFP Depot shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

6. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. AWARD OF CONTRACT: (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened

publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any or all bids, and it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract (s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (h) Bid tabulations and awards are posted <http://purchasing.utah.gov/vendor/bidtab.html> (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

8. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

9. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 22 October 2008 - ITB Instructions)

**INVITATION TO BID (ITB)
MAINTENANCE / SUPPORT OF EDWARDS SYSTEM TECHNOLOGIES III (EST3)
FIRE ALARM SYSTEM EQUIPMENT
UTAH DEPARTMENT OF CORRECTIONS**

PURPOSE OF THE BID PROCESS

The State of Utah, Department of Corrections (UDC), initiates this Invitation to Bid (ITB).

The general purpose of this ITB is to provide interested offerors an opportunity to bid for a contract that provides upgrades, training, and support of General Electric Edwards System Technologies III (EST3) fire alarm system equipment at the Central Utah Correctional Facility (CUCF) located at 255 East 300 North in Gunnison, Utah. The contract may be awarded based on the initial bids received, without discussion of such bids. Accordingly, each bid should be submitted with the most favorable price, references and services. UDC reserves the right to reject any or all bids received. It is anticipated that this ITB shall result in a contract award to a single CONTRACTOR.

The information provided herein is intended to give prospective bidders sufficient basic information to submit bids that meet minimum requirements.

LENGTH OF CONTRACT

The contract resulting from this ITB will be for a period of two (2) years. The proposed contract will become effective August 1, 2009, and will be in effect until July 31, 2011, unless a breach of contract occurs or UDC determines that its priorities have changed or funds have been canceled at which time the contract will be terminated. The contract may be extended beyond the original contract period year-to-year for up to three (3) additional years at the State's discretion and by mutual agreement. Contract will be awarded to the lowest bidding responsive and responsible bidder.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for the initial two (2) year contract term. Any request for price adjustment must be for an equal guarantee period, must be made at least 30 days prior to the effective date, must include sufficient documentation supporting the request, and demonstrate a logic mathematical link between current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this ITB will include, but not be limited to, the State of Utah Standard Terms and Conditions (Attachment A), and Utah Department of Corrections Standard Terms and Conditions (Attachment B).

MANDATORY SITE VISIT

A mandatory site visit to the location will be held to provide vendors an opportunity to better assess the scope and ask questions. Potential CONTRACTORS must attend to be eligible to bid. The site visit will be held on **Thursday, July 9, 2009, at 10:00 a.m.** at the Central Utah Correctional Facility (CUCF) located at 255 East 300 North in Gunnison, Utah. Visitors are subject to the security requirements as outlined in Section VI. Potential CONTRACTORS must RSVP to the UDC Contract Coordinator at HShreve@utah.gov no later than noon on Monday, July 6th. RSVP must include name, birth date, driver's license number and social security number of each site visit attendee to facilitate the required background checks.

DETAILED SCOPE OF WORK

The successful offeror agrees to the following detailed scope of work, as it will appear in the resulting contract.

I. SCOPE OF WORK

A. Contractor Requirements

CONTRACTOR must:

1. Be a GE/EST Strategic Partner, authorized to purchase the EST3 product line, and attain EST3 Factory Certifications;

2. Have and maintain EST3 Factory Certification, with a minimum of five (5) years experience – allowing them to make any necessary or desired changes to CUCF's networked Fire Alarm System at any time;
3. Be EST Fireworks Factory Certified – authorized to support and maintain CUCF's two Campus Fireworks Fire Alarm Graphic Display Computers; and
4. Capable of and shall provide interfacing with or converting CUCF's existing data to the accepted operating system with no interruption in service at no additional cost.

B. Training Requirement

CONTRACTOR/Vendor will provide no fewer than eight (8) hours of annual on-site training dedicated to the operation of the EST3 Fire Alarm Systems. Training schedule will be coordinated between the CONTRACTOR and UDC, and will continue throughout the life of the contract.

C. Automatic Upgrades

1. Firmware upgrades for current equipment including six (6) existing EST3 main panels and thirteen (13) existing remote annunciators, as well as software upgrades as they become available from the manufacturer.
2. Hardware (required PCs, etc for two (2) established Fireworks locations, to meet current State standards) and firmware upgrades for the front end, EST Fireworks, and color graphics, as well as software upgrades as they become available from the manufacturer(s).

D. Coverage

Components of the EST3 Fire Alarm System are approximately ten (10) years old. Specific details related to equipment age will be available during the site visit. CONTRACTOR must acknowledge this is a turn-key contract and shall cover troubleshooting, equipment outages, and replacement of any failed equipment to include:

1. All buildings on the CUCF site with installed EST3 Fire Alarm Systems, or related components as of January 1, 2009, as listed below:
 - a. Six (6) Main EST3 Panels:
 - i. Boulder Housing Fire Response Rooms
 - ii. Utah Correctional Industries (UCI)
 - iii. Central Control Basement
 - iv. Henry Housing Fire Response Room
 - v. Plant Maintenance Building
 - vi. Central Boiler Plan
 - b. Thirteen (13) Remote Annunciators:
 - i. Boulder Housing Control Room
 - ii. Elm Housing Control Room
 - iii. Fir Housing Control Room
 - iv. Gale Housing Control Room
 - v. Hickory Housing Control Room
 - vi. Aspen Housing Control Room
 - vii. Birch Housing Control Room
 - viii. Cedar Housing Control Room
 - ix. SMU / Infirmary Housing Control Room
 - x. Central Control Room
 - xi. Warehouse
 - xii. Hazmat Building
 - xiii. Enforcement Building
 - c. Two (2) Firework Terminals:
 - i. Administration Safety Office
 - ii. Central Control Room
 - d. Approximately 1,150 system devices of all kinds, includes detectors, manual pulls, modules, etc.

2. Be amended as required to cover new buildings constructed on the CUCF site, for the duration of the contract, by mutual agreement of both parties;
3. For the duration of the contract term – CONTRACTOR / vendor shall provide the following:
 - a. Replace and/or repair of all failed fire alarm components (excludes misuse, or acts of nature);
 - b. All labor required to keep the EST3 and all directly related system components and accessories in full operation;
 - c. Provide 24-hour a day, 365 days per year emergency response within six (6) hours for critical failures and 48 hour response for non-critical failures;
 - d. Conduct quarterly scheduled site visits for testing, cleaning, and inspection of at least 25% of the existing EST3 system. At the completion of the fourth quarter inspection, a re-certification certificate shall be provided to the facility. All system installation, operations, and maintenance activities must fully comply with NFPA 72.2002 Edition; and
 - e. Maintain a reasonable stock of EST3 System spare parts as needed to facilitate efficient repair of CUCF system failures. Note: CUCF does maintain an inventory of some system components such as budget, etc, allow. When needed, these CUCF "system parts" will be made available to the CONTRACTOR / vendor to facilitate repairs. In any such case the CONTRACTOR / vendor will replace all "loaned parts" to CUCF as soon as possible.

E. Warranty

CONTRACTOR / vendor must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchased under this contract.

II. COST OF SERVICES

- A. Payment under this contract shall be based on an annual cost for all services and products as defined in the contract.
- B. All procurements are subject to provisions of the State of Utah, including the Utah Procurement Code and rules promulgated by the State Division of Purchasing.

III. BILLING PROCEDURES

- A. To be paid for services completed under this contract an invoice shall be submitted to the Utah Department of Corrections, attention UDC Finance, 14717 S Minuteman Dr, Draper, Utah, 84020-9549.
- B. Each invoice must reference the contract number.

IV. TIME OF PAYMENT

- A. UDC will pay CONTRACTOR annually upon receipt of invoice. Payments must be made with funding allocated for the fiscal year in which the service and/or products are delivered.
- B. All payments made by UDC to CONTRACTOR shall be made in accordance with the Utah Prompt Payment Act, Utah Code Annotated, 15-6-1 et. seq. upon receipt of an invoice.

V. PLACE OF PAYMENT

All payments by UDC to CONTRACTOR shall be sent to CONTRACTOR'S address as it appears on Page 1, Paragraph 1, entitled CONTRACTING PARTIES.

VI. SECURITY MEASURES

UDC reserves the right to conduct a background check on all persons who enter UDC properties. CONTRACT staff providing services under this contract will be required to obtain Contractor Identification. CONTRACTOR upon signing the resulting contract shall be required to submit a list of all employees servicing the contract. If any new employee begins working under this

contract, their names, birth dates, driver's license numbers and social security numbers shall be given to UDC as they begin employment. UDC retains the discretion to deny participation of any CONTRACTOR staff based upon criminal background information or convictions. No contracted staff shall be permitted to work within the bounds and environs of this contract until the background checks have been finalized and approved. CONTRACTOR agrees that employees entering UDC property will cooperate with all security measures, including, but not limited to, searches. CONTRACTOR agrees that the use of wireless devices within the Institutional Operations is prohibited.

VII. LICENSURE

- A. CONTRACTOR agrees to maintain for the duration of the contract period all licenses necessary to lawfully perform the services covered by this contract, including a Utah Business License.
- B. CONTRACTOR must provide proof of all required certification.
- C. CONTRACTOR'S business and professional licenses will be requested and shall remain on file in the Contract Coordinator's office throughout the entire contract term.
- D. CONTRACTOR further agrees to advise UDC immediately in writing of any limitation, cancellation, or other termination of such license.

VIII. INSURANCE

CONTRACTOR shall maintain the following minimum per occurrence insurance coverage, and **\$3,000,000.00 aggregate liability coverage**, throughout the life of the contract:

General Liability	\$1,000,000.00
Occurrence Liability	\$1,000,000.00
Personal Injury	\$1,000,000.00
Workers compensation	\$100,000.00

Said coverage will continue throughout the term of the contract. A copy of the Certificate of Insurance shall be provided to and maintained by the Contract Coordinator, throughout the life of the contract. The successful bidder shall have the insurance carrier send the Certification to the Contract Coordinator prior to initiation of the contract. The successful bidder through the insurance company must agree to notify UDC immediately in writing of any limitation, modification, cancellation, or other termination of such insurance coverage.

IX. SUBCONTRACTORS

1. CONTRACTOR must disclose any plans to utilize a SUBCONTRACTOR for accomplishing any portion of the services described herein
2. CONTRACTOR is solely responsible for SUBCONTRACTORS compliance with all the terms and conditions of the contract.
3. CONTRACTOR is liable for performance of the SUBCONTRACTORS.
 1. CONTRACTOR shall submit a list of all SUBCONTRACTORS employees servicing the contract.
 2. If any new employee begins working under SUBCONTRACTOR, CONTRACTOR will submit their names, birth dates, driver's license numbers and social security numbers to UDC as they begin employment.
 3. CONTRACTOR will ensure SUBCONTRACTOR and SUBCONTRACTOR'S employees entering prison property will cooperate with all security measures, including, but not limited to, searches.
4. SUBCONTRACTOR will be held to the same performance standards as the CONTRACTOR.
5. CONTRACTOR maintains sole responsibility for payment of any SUBCONTRACTORS.

ATTACHMENT B
UTAH DEPARTMENT OF CORRECTIONS STANDARD TERMS AND CONDITIONS

1. **ASSIGNMENT AND DELEGATION:** Neither party shall assign any right or delegate any duty under this contract without the express written and signed consent of the other party.
2. **ATTORNEY'S FEES:** If either party brings an action, in law or equity, to compel the performance of, or to recover for the breach of, any agreement, covenant, or promise contained in this contract, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees, the amount of any judgment, and all costs incurred.
3. **CONTRACT FORMATION:** No legally enforceable rights or duties shall arise between the parties under this contract until: (a) the respective representatives of CONTRACTOR and UDC sign the contract; and (b) the contract is approved and signed by the respective representatives of the UDC Office of Administrative Services, the UDC Bureau of Financial Services, and the State of Utah's Divisions of Purchasing and Finance.
4. **CONTRACTOR ACCESS TO UDC FACILITIES:** UDC shall have the right to deny CONTRACTOR'S agents and employees--or the agents and employees of its SUBCONTRACTORS (if any)--access to any premises controlled, held, leased, or occupied by UDC if, in the sole judgment of UDC, such personnel pose a threat to any of UDC legitimate security interests. Contractor will submit to all security checks that UDC deems necessary; including, but not limited to, searches of person and equipment. No one under the age of 18 will be allowed on property.
5. **CRIMINAL CONVICTION INFORMATION:** Upon written request by UDC, CONTRACTOR shall provide (at CONTRACTOR'S expense) UDC with sufficient personal information about its agents or employees--and the agents and employees of its SUBCONTRACTORS (if any)--who will enter upon premises controlled, held, leased, or occupied by UDC during the course of performing this contract so as to facilitate a criminal record check, at UDC expense, on such personnel by UDC.
6. **FORMER FELONS / MISDEMEANANTS:** CONTRACTOR, in executing any duty or exercising any right under this contract, shall not cause or permit any of its agents or employees--or the agents or employees of its SUBCONTRACTORS (if any)--who have been convicted of a felony or two (2) or more misdemeanors to enter upon any premises controlled, held, leased, or occupied by UDC. A given crime shall be deemed a felony if defined as such by the jurisdiction where the conviction occurred. Any requests for exceptions shall be submitted--in writing through the appropriate chain of command--to the Division Directors, who shall make the final decision.
7. **INTEGRATION:** The parties declare this contract to be the final and complete expression of their agreement, and it shall not be contradicted, supplemented, or varied by any prior or contemporaneous oral or written agreements, representations, or understandings. No modifications of this agreement will be binding on either party, unless made in writing and signed by persons authorized to sign agreements on behalf of the CONTRACTOR and UDC.
8. **NON-APPROPRIATION OF FUNDS:** UDC's continued performance after the start of the State of Utah's next fiscal year is expressly contingent upon funds for this contract being appropriated, budgeted, or otherwise made available. If funds are not made available for the next fiscal years, this contract will automatically terminate at the end of the current fiscal year.
9. **OCCUPATIONAL SAFETY AND HEALTH:** (This clause will be considered a part of this contract only if required by law, rule, or regulation). CONTRACTOR represents that it is in compliance with Occupational Safety and Health Administration (OSHA) standards on blood borne pathogens set forth in 29 CFR 1910.1030, for any of the CONTRACTOR'S employees who provide services to UDC pursuant to this contract.
10. **PARAGRAPH AND SECTION HEADINGS:** Paragraph and section headings throughout this contract are used for the sole purpose of facilitating the quick location of various contract provisions. Consequently, such headings do not create contractual rights or obligations, nor are they to be construed as a substantive part of the paragraphs or sections to which they belong.
11. **PUBLIC ACCESS TO CONTRACT INFORMATION:** This contract is a public document, and both CONTRACTOR and UDC shall allow members of the general public to inspect a copy of the same during their regular business hours. Interested parties may obtain a copy of this contract at their own expense.
12. **MONITORING AND REVIEW OF CONTRACT/AGREEMENT:** UDC, either itself or through a designated third-party, will monitor and review CONTRACTORS delivery of services and compliance with the contract/agreement. Monitoring shall include, but not be limited to, verification that specified duties are being properly performed, that appropriate documentation exists, that charges submitted are properly substantiated, and that payments are made in accordance with agreement costs. Monitoring of CONTRACTOR'S records related to this contract/agreement may be performed with or without prior notification by UDC or its designee.

13. IMMUNITY ACT: No Provision of this contract shall be construed to bring contractors or their agents, employees, or subcontractors (if any) within the coverage of the Utah Governmental Immunity Act, Utah Code Annotated § 63G-7-101 et seq.
14. WORKERS' COMPENSATION: CONTRACTOR shall be responsible to provide Workers' Compensation Insurance for itself and its agents and/or employees or the agents and employees of its subcontractor. Contractor will defend, indemnify, and hold UDC harmless from any claim or liability arising out of CONTRACTORS' or its agents' and/or employees' workers' compensation claims or its SUBCONTRACTORS' employees' and/or agents' worker's compensation claims.
15. CONTRACTOR IS AN INDEPENDENT CONTRACTOR: CONTRACTOR acknowledges and agrees that it is providing its services and the services performed by its employees and/or agents as an independent contractor and not as an employee of UDC or the State of Utah. CONTRACTOR acknowledges and agrees that it is not entitled to any benefits, wages, or rights to which employees of UDC are entitled, including but not limited to retirement, medical/dental, leave, and overtime benefits. As an independent contractor, CONTRACTOR is solely responsible to pay appropriate federal and state taxes, FICA and FUTA on payments received by it and its employees and/or agents. CONTRACTOR agrees to indemnify UDC for all losses arising out of CONTRACTOR'S or SUBCONTRACTORS' tax liabilities, including any and all penalties, assessments, and/or claims against UDC.
16. WAIVER OF CLAIMS: CONTRACTOR and/or his agents/employees expressly and knowingly waive(s) any claim to wages, employment benefits and/or rights entitled to employees of UDC. By waiving its claims, CONTRACTOR agrees that neither it nor its employees/agents will file claims for wages and/or employment benefits entitled to employees of UDC, including but not limited to claims arising under the Federal Labor and Standards Act (FLSA) and/or State employment laws. CONTRACTOR agrees to indemnify, defend, and hold the UDC harmless against claims for employee wages, benefits, and/or rights otherwise entitled to employees of UDC.
17. CONFIDENTIALITY: CONTRACTOR hereby agrees, as to any records or records series provided to CONTRACTOR by the Utah Department of Corrections (UDC) which are classified pursuant to the Utah Government Records and Management Act (GRAMA) as "private," "controlled," or "protected," that CONTRACTOR is subject to the same GRAMA restrictions on disclosure by CONTRACTOR of such records or record series as is UDC. CONTRACTOR further agrees that any such record or record series requested are necessary for the performance of CONTRACTOR'S contract with UDC; that the CONTRACTOR'S use of the records or record series produces a public benefit that outweighs the individual privacy right that protect the records or record series; that the records or record series will only be used for the performance of the contract with UDC; that the records or record series will not be disclosed to any other person; and that the records or record series will not be used for advertising or solicitation purposes.

Contractor understands that any person who intentionally discloses, provides a copy of, or improperly uses such records or record series, knowing that the disclosure is prohibited, is guilty of a class B misdemeanor.
18. CONTRACTOR TRAINING: All CONTRACTOR'S officers, employees, subcontractors, agents, or volunteers, providing services pertaining directly to this contract, shall successfully complete orientation or a training session offered by UDC prior to contract implementation.
19. CUSTODIAL SEXUAL MISCONDUCT: Utah Statute 76-5-412 prohibits sexual contact to a person in custody by an employee, private provider, or CONTRACTOR for the Utah Department of Corrections. A violation of this statute could result in a felony or a misdemeanor conviction. Consent of the person in custody is not a defense to any violation or attempted violation of this statute. CONTRACTOR must provide written notice of Utah Code Annotated § 76-5-412 to any employees having contact with offenders pursuant to this contract.

In addition, the Utah Division of Occupational and Professional Licensing (DOPL) is legislatively responsible to investigate complaints regarding the conduct of individuals practicing in regulated occupations and professions. DOPL may be notified of violations of conduct for those UDC CONTRACTORS who are licensed under DOPL. Refer to Title 58 of the Utah Code and Title R156 of the Utah Administrative Code for details.
20. RESEARCH / EXPERIMENTS: Any research or experiments including offenders must be approved by the Departmental Review Board. Sociological/psychological research or experiments including offenders under the jurisdiction of UDC requires prior written approval of the Division Director/designee and written, informed, and voluntary consent from each offender included.

Revised May 2009

-----END OF ATTACHMENT B-----

COST BREAKDOWN

Bidder Company Name**Name and Title of Person Authorized to Bid**

The CONTRACTOR agrees to provide turn-key service with specified upgrades, training, inspection, and complete support (including trouble-shooting, equipment outages, and replacement of any failed equipment) of General Electric Edwards System Technologies III (EST3) fire alarm system at the Central Utah Correctional Facility (CUCF) located at 255 East 300 North in Gunnison, Utah.

Payment under this contract shall be based on an all inclusive annual cost for all defined services and products as defined in the contract.

Cost per Fiscal Year \$_____

This maintenance / support agreement is all inclusive and CONTRACTORS will not be paid according to an hourly rate. Still potential CONTRACTORS are asked to provide the hourly rate used to estimate their bid \$_____

Based on recent history, the CONTRACTOR should expect to spend a minimum of one full day on-site per month. This estimate is provided only to assist potential vendors in estimating staffing needs. This estimate is not a guarantee of the necessary level of service. Actual level of service will be based on need and is difficult to predict with any certainty. CONTRACTOR must be prepared to spend whatever time is necessary to trouble-shoot and repair and/or replace equipment – whether that requires one day or several.

SUGGESTED SOURCES**Professional Systems Technology, Inc.**

Greg Lassig
225 West Cottage Ave
Sandy, UT 84070
Tele (801) 649-6696
Fax (801) 415-5155
Greg.lassig@prosystech.net

**Interstate Fire & Services Inc
dba State Fire Sales & Service**

Brent
240 West 3680 South
Salt Lake City, UT 84115
Tele (801) 228-2100
Fax (801) 269-1606
brent@statefire.com

Spectrum West Inc.

4070 South 300 West
Murray, UT 84107
Tele (801) 2656-1843
Fax (801) 268-8653
specwest1@aol.com

Wasatch Electric a Div of Dynalectric

B. Carlile
2455 West 1500 South, Ste A
Salt Lake City, UT 84104
Tele (801) 487-4511
Fax (801) 487-5032
bcarlile@wasatchelectric.com

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional

Terms and Conditions; 4. Contractor Terms and Conditions.

26. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 3 Sept 2008)

Question and Answers for Bid #MJ9063 - EST3 Fire Alarm System Maintenance/Support

OVERALL BID QUESTIONS

Question 1

Are you accepting Bids with EST3 Equivalency? Please let me know. Ryan Shurtleff
Peak Alarm
ryan@peakalarm.com (Submitted: Jun 15, 2009 10:35:31 AM MDT)

Answer

- NO. All equipment, parts, and components must be General Electric Edwards System Technologies III (EST3) fire alarm system equipment . . . and per Invitation to Bid, Page 1 of 8 [p. 6], Section I, SCOPE OF WORK, Paragraph A, Contractor Requirements:

"CONTRACTOR must:

1. Be a GE/EST Strategic Partner, authorized to purchase the EST3 product line, and attain EST3 Factory Certifications;
2. Have and maintain EST3 Factory Certification, with a minimum of five (5) years experience - allowing them to make any necessary or desired changes to CUCF's networked Fire Alarm System at any time;
3. Be EST Fireworks Factory Certified - authorized to support and maintain CUCF's two Campus Fireworks Fire Alarm Graphic Display Computers; and
4. Capable of and shall provide interfacing with or converting CUCF's existing data to the accepted operating system with no interruption in service at no additional cost." (Answered: Jun 15, 2009 4:29:27 PM MDT)

Question Deadline: Jul 13, 2009 7:00:00 AM MDT