

Solicitation ND11123

Red Hat Enterprise Linux Basic Support Subscription Renewal



Salt Lake County

Feb 7, 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 ND11123

Red Hat Enterprise Linux Basic Support Subscription Renewal

Bid Number **ND11123**
Bid Title **Red Hat Enterprise Linux Basic Support Subscription Renewal**

Bid Start Date **Jan 31, 2011 2:05:22 PM MST**
Bid End Date **Feb 7, 2011 3:00:00 PM MST**
Question & Answer End Date **Feb 3, 2011 1:00:00 PM MST**

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

Contract Duration **One Time Purchase**
Contract Renewal **Not Applicable**
Prices Good for **90 days**

Bid Comments **Quotes will only be considered from Red Hat or their authorized resellers.**

Item Response Form

Item **ND11123-1-01 - Red hat Enterprise Linux (1-2 sockets) Basic Support Subscription 1 year**
Quantity **30 each**
Unit Price
Delivery Location **Salt Lake County**
Information Services
2001 S State St #NL-300
Salt Lake City UT 84190-3050
Qty 30

Description

Maintenance to be web support only (includes 4 Virtualization instances). Configured SKUS RH0197181RN. Coverage 2/16/11 to 2/15/12.

SALT LAKE COUNTY REQUEST FOR QUOTE



Legal Company Name 		Federal Tax Identification Number (DO NOT list social security numbers) 	
Dba (if applicable) 			
Ordering Address 	City 	State 	Zip Code
Remittance Address 	City 	State 	Zip Code
Type ☐ Corporation ☐ Proprietorship ☐ Partnership ☐ Government		Company Contact Person 	
Telephone Number (include area code) 	Fax Number (include area code) 	E-mail Address 	
Early Payment Discount Terms 		Days Required for Delivery after Receipt of Order (see attached specifications for any required minimums) 	
Company's Internet Web Address 			
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 		Date 	
		Position or Title 	
The electronic signature on record with BidSync constitutes the signature for these documents.		REASONABLE ACCOMMODATIONS: Reasonable accommodations (including auxiliary communicative aids and services) for individuals with disabilities 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

Approved as to form, Ofc of District Attorney, 12/3/09

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

QUOTE TERMS AND CONDITIONS

Salt Lake County ordinances limit campaign contributions to county candidates by individuals or businesses contracting with Salt Lake County. In order to avoid criminal penalties, please check the County's website, www.slco.org, for details of the County's rules concerning political campaign contributions and contracting.

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

1. PREPARATION OF QUOTES: (a) Failure to examine any drawings, specifications and instructions will be at vendor's risk. (b) 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. (c) 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 quotes 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. (d) Delivery time promised by vendor must be a part of the quote and adhered to if awarded the purchase. (e) By signing the quote, or by electronic submission, the vendor certifies that all of the information provided is accurate, and the prices offered are correct. (f) All items quoted must be new and unused unless otherwise specified. (g) The quote form must be signed or if submitted electronically, the electronic signature will be used. Vendor acknowledges that it has read the entire quote documents and accepts the terms and conditions as stated. Any modifications to the quote document's terms and conditions MAY render the quote non-responsive. Vendor also acknowledges that this quote solicitation shall be a part of any award made by Salt Lake County.

2. SUBMISSION OF QUOTES: (a) Quotes may be submitted electronically through the County's designated system and include an electronic signature, by facsimile or email, or delivered to Contracts and Procurement. Quotes submitted on paper quote forms must be signed. (b) Quotes received after the closing date and time may be considered by the Purchasing Agent. (c) Quotes issued on authorized county forms should be submitted on forms provided; quotes submitted on alternate forms may not 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 in the quote in order for the County to pay for the same under an awarded purchase. (e) By submitting a quote, vendor agrees that all costs associated with preparation of the quote shall be the vendor's sole responsibility and County shall have no obligation to pay vendor's quote preparation costs for any reason whatsoever. (f) Quotes that are not signed or submitted electronically, or do not include all of the Terms and Conditions may be deemed non-responsive. (g) Answers to questions that are submitted electronically may be considered as an addendum to the quote. (h) All quotes are to be firm for 60 days from the date of quote 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. COMPLIANCE: Vendor agrees to comply with all federal, state and local laws, rules and regulations during the term of the contract and will comply with any required changes in the laws within 180 days.

4. 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 quote submittal, at the vendor's expense.

5. AWARD: (a) Award will be issued to the most responsible, responsive vendor making the lowest and/or best quote conforming to the specifications. County shall have sole discretion to determine the responsibility of vendors', and the responsiveness of quotes. (b) Unless specifically stated otherwise in this quote, the County may accept any item or group of items, or overall low quote. County also reserves the right to award to more than one vendor. Quotes will not be evaluated and accepted only upon an "all or nothing" basis, unless the vendor specifically states that its quote must be accepted on that basis. (c) County shall have the right to cancel this solicitation at any time before award for any reason, or reject all quotes. County may also waive any informality, technicality, or irregularity in quotes that does not affect or render ambiguous price, quantity, quality, or delivery. The County reserves the right to reject any or all bids deemed to be in the best interest of Salt Lake County. (d) County's acceptance of a quote shall be binding, dating from the time of acceptance. Acceptance shall occur upon award by official action of the County. (e) The County will post the intent to award tabulation documents at www.cp.slco.org

6. LAWS OF UTAH: The purchase shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County. 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, Third District Court, Salt Lake County.

7. ASSIGNMENT AND SUBCONTRACTING: Vendor shall not assign or transfer neither its duties of performance nor its rights to compensation; vendor shall not subcontract for its performance under this purchase without the prior written consent of County.

8. WARRANTY: Vendor 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 vendor to the County. Said warranties shall be in addition to any warranties express or implied under the laws of the State of Utah. Vendor warrants and assumes full and sole responsibility for all products that it licenses, contracts, or sells to

the County under this purchase for a period of one year, unless otherwise specified by the County. Vendor acknowledges that all warranties provided under the Uniform Commercial Code of the State of Utah apply to this purchase. Product liability disclaimers and/or warranty disclaimers by vendor are not applicable to this purchase unless otherwise specified and accepted in writing by the County. Remedies available to the County include, but are not limited to, the following: The vendor will repair or replace, at no charge to the County, each and every nonconforming product and/or service 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 vendor 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 purchase or pursuant to law.

9. RISK OF LOSS: Title to the equipment or goods shall at all times be and remain with the successful vendor and said vendor 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 vendor that the equipment or goods delivered satisfactorily conform to the specifications.

10. 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 Quote shall be submitted, in writing, prior to the opening of the quotes. 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. Further details are set forth in section 3.20.15.0, Salt Lake County Code of Ordinances.

11. CONFLICT OF INTEREST: Any officer, employee, agent, representative or member of the council, board, or committee of the county must disclose any interest or conflict they have in this quote as required by the Utah Public Officer's and Employee's Ethics Act, Utah Code Ann. § 67-16-1, et seq.; the County Officers and Employees Disclosure Act, Utah Code Ann. § 17-16a-1, et seq., and Chapters 2.07 (Salt Lake County Ethics Code), 3.16.120, and 3.20.060, Salt Lake County Code of Ordinances, 2001. Offerror certifies that neither the vendor nor anyone in its firm or company has either directly or indirectly restrained free and competitive bidding, participated in any collusion, or otherwise taken any action unauthorized by the Salt Lake County Purchasing Ordinances or applicable law. The disclosure shall be made in writing and must be included in your quote.

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

13. 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.

14. 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 quote 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.

15. PUBLIC INFORMATION: Vendor acknowledges that County is a governmental entity subject to the Utah Government

Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101-901, et seq. As a result, this quote, and documents associated with this quote, may be deemed public documents subject to disclosure.

16. PROPRIETARY INFORMATION: Vendors are required to mark and identify specific proprietary information contained in their quotes that is not to be disclosed to the public. Each request for non-disclosure should be accompanied by a specific justification explaining why the information is proprietary and should be protected. Price and service elements will not be considered proprietary. County will make the final determination with regard to disclosure.

17. RECORDS: Vendor will maintain or supervise the maintenance of all records necessary to properly account for all payments relating to this purchase. The Vendor agrees to allow access by the County to all records relating to this purchase for auditing and monitoring of services. Such access shall be during reasonable business hours.

18. REQUEST FOR QUOTES AND QUOTE SUBMITTAL: The purchase order shall include all of the provisions and specifications of this request for quotes, all addenda and the vendors quote. In the event of any inconsistency between the terms and conditions of the Request for Quote (RFQ) and the quote submittal, the RFQ shall control unless a separate exceptions sheet is executed by both parties modifying the terms and conditions of the RFQ, in which event the exceptions sheet shall control.

19. PRICES: Prices are firm 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.

20. 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.

21. 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.

22. 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.

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

24. 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 working-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.

25. INDEMNIFICATION: Vendor agrees to indemnify and hold harmless and defend Salt Lake County, its officers, agents, and employees from and against any and all losses, damages, injuries, liabilities, and claims, including reasonable attorney fees, for personal injury or death, damages to personal property and liens of workmen and material, but only to the extent such damages result from or arise out of the negligence or wrongful acts of vendor, its employees, subcontractors, or agents.

26. CANCELLATION: The County reserves the right to cancel the purchase order upon written notice to the vendor for unauthorized substitution of product, excessive delays in filling orders, poor quality or failure to perform as outlined in the specifications of this solicitation for material breach, or for reasons deemed to be in the best interest of the County.

27. INDEPENDENT VENDOR: The relationship of County and awarded vendor shall be that of an independent vendor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent vendor under federal, state and local laws, 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 vendor.

28. EQUAL OPPORTUNITY: Vendor, and all persons acting on its behalf, shall comply with all federal, state and county laws, rules and regulations governing discrimination and employment and shall not discriminate in the engagement or employment of any person or in the application for employment of any person in violation of any of the applicable laws.

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:

QUOTE ND11123
Red Hat Enterprise Linux Basic Support Subscription Renewal

GENERAL REQUIREMENTS

1.0 SCOPE:

Salt Lake County Contracts and Procurement on behalf of Information Services invites your company to provide a quote on providing Basic Support Subscription Renewal for Red Hat Enterprise Linux licenses. Dates of service will be from February 16, 2011 – February 15, 2012. Quotes will only be considered from Red Hat Linux or their authorized resellers.

2.0 AWARD:

Purchases will be awarded to the lowest responsive, responsible vendor submitting the lowest cost including delivery. County will determine the low vendor based upon price(s) quoted on the attached quote schedule. Salt Lake County may reject any or all quotes if it is deemed to be in the best interest of the County.

3.0 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".

4.0 BASIC SUPPORT SUBSCRIPTION:

Includes 1 year subscription of web support only (includes 4 Virtualization Instances). Configured SKUS #RH0197181RN, coverage period 2/16/11 to 2/15/12

Question and Answers for Bid #ND11123 - Red Hat Enterprise Linux Basic Support Subscription 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 1:00:00 PM MST