

Solicitation DS-2721

Software Support



Granite School District

Bid DS-2721 Software Support

Bid Number DS-2721
Bid Title Software Support

Bid Start Date Apr 21, 2010 11:58:33 AM MDT
Bid End Date Apr 28, 2010 9:00:00 AM MDT
Question & Answer End Date Apr 27, 2010 10:00:00 AM MDT

Bid Contact Debbie Smith
dsmith@graniteschools.org

Contract Duration One Time Purchase
Contract Renewal Not Applicable
Prices Good for 60 days

Item Response Form

Item DS-2721-1-01 - Service Agreement
Quantity 1 lot
Unit Price
Delivery Location Granite School District
GRANITE SCHOOL DISTRICT-
INFORMATION SYSTEMS
2500 SOUTH STATE ST
120460
SALT LAKE CITY UT 84115
Qty 1

Description
Sony (1) one year Software Service Agreement Compliance Vault, E series 8000, Part #SMS1CV2UE8000

Item DS-2721-1-02 - Equipment Exchange
Quantity 1 lot
Unit Price
Delivery Location Granite School District
GRANITE SCHOOL DISTRICT-
INFORMATION SYSTEMS
2500 SOUTH STATE ST
120460
SALT LAKE CITY UT 84115
Qty 1

Description
Sony (1) one year Equipment Exchange S, E series 8000, Part #ARW1CV2UE8000



SOLICITATION NO. DS-2721

Software Support

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RESPONSES ARE DUE PRIOR TO:

Apr 28, 2010 9:00:00 AM MDT

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RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

Granite School District
Purchasing Department
2500 South State Street
Salt Lake City, UT 84115

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Purchasing Department Request for Quotation

2500 South State Street, Salt Lake City, Utah 84115-3110

Legal Company Name (include d/b/a if applicable) 		Federal Tax Identification 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 quotation purposes, quotation discounts less than 30 days will not be considered) 		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
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

REQUEST FOR QUOTATION - INSTRUCTIONS AND GENERAL PROVISIONS

1. ADMINISTRATIVE AUTHORITY: The administration of this purchasing process is conducted by the Granite School District Purchasing Department. No Granite School District Board Member or employee should be contacted in regards to this solicitation other than those listed herein. Such contact may result in the disqualification of your quotation.

2. SUBMITTING THE QUOTATION: (a) The Granite School District Purchasing Department (hereafter referred to as DEPARTMENT) allows for quotations be submitted electronically. Electronic quotations 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 quotation reaches BidSync before the closing date and time. There is no cost to the supplier to submit Granite School District electronic quotations via BidSync. (b) Electronic quotations 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 quote directly to the DEPARTMENT in writing: The quote must be signed in ink and delivered to the Granite School District Purchasing Department, 2500 South State Street, Salt Lake City, UT 84115 or faxed to (385) 646-4209 by the due date and time. The "Solicitation Number" and "Due Date" must appear on the outside of the envelope or on the fax cover page. 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 quoted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. Unit price will govern, if there is an error in the extension. (d) The DEPARTMENT will consider faxed quotes. Faxed quotes are submitted at the sole option and risk of the supplier. Access to the DEPARTMENT fax machine is on a "first come first served" basis and the DEPARTMENT does not guarantee the supplier's access to the machine at any particular time.

3. QUOTATION 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 DEPARTMENT. If the supplier lists a trade name and/or catalog number in the bid, the DEPARTMENT will assume the item meets the specifications unless the quote clearly states it is an alternate, and describes specifically how it differs from the item specified. All quotes 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 quotation 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 quote may not be withdrawn for a period of 60 days from quote due date. (e) Incomplete quotes may be rejected. (f) Unless specifically provided for elsewhere in this quotation, multiple or alternate quotations will not be accepted. (g) Provide information on local availability of parts and service for all items quotation and service literature to allow for in-house maintenance and repairs. (h) Quotations will not be accepted from vendors who require assignment of payment to another agent. Note: Granite School District will only pay the vendor named on the Purchase Order. Granite School District will not deal with a factor or make payment to such.

4. 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

DEPARTMENT will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the DEPARTMENT'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.

5. SOLICITATION AMENDMENTS: Any changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Suppliers/Contractors are cautioned not to consider verbal modifications.

6. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their quotation which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the quotation. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" with a specific justification explaining why the information is to be protected. Pricing and service elements of any quotation will not be considered proprietary. All material becomes the property of the DEPARTMENT and may be returned only at the DEPARTMENT's option. Quotations submitted may to be reviewed and evaluated by any persons at the discretion of the DEPARTMENT.

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

8. AWARD OF CONTRACT: (a) This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after award. To obtain a copy of the tabulation and award information please go to www.graniteschools.org, Purchasing Department, Tabulations/Awards. (b) The contract will be awarded with reasonable promptness, by written notice to the lowest responsible supplier 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 request for quotation. (c) The DEPARTMENT may accept any item or group of items, or overall low quotation. The DEPARTMENT has the right to cancel this invitation to quotation at any time prior to the award of contract. (d) The DEPARTMENT can reject any or all quotations, and it can waive any informality, or technicality in any quotation received, if the DEPARTMENT believes it would serve the best interest of the Granite School District. (e) Before, or after, the award of a contract the DEPARTMENT has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DEPARTMENT 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) Multiple contracts may be awarded if the DEPARTMENT determines it would be in its best interest. (i) The Board of Education reserves the right to purchase such brands as it desires, irrespective of price.

9. DEPARTMENT APPROVAL: Purchase orders placed, or contracts written, with Granite School District, as a result of this quotation, will not be legally binding without the written approval of the director of the DEPARTMENT.

10. 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 DEPARTMENT.

11. 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. Granite School District also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All Granite School District purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Granite School District Procurement policies as amended by the Granite School District Board of Education on December 9, 1997. These are available on the Internet at www.purchasing.utah.gov and www.graniteschools.org, Purchasing Department.

13. SHERMAN ANTITRUST ACT (Restraint of free trade): Supplier or contractor certifies compliance with all provisions of the federal Sherman Act including "independent price determination".

(RFQ Instructions Revision 10.06.09)

ATTACHMENT A: GRANITE SCHOOL DISTRICT 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 Granite School District to purchase certain specified services, and other approved purchases for Granite School District.
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 Granite School District, State and Federal auditors, and Granite School District employees, 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 Granite School District, 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 Granite School District to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Granite School District, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by Granite School District. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from Granite School District for these contract services. Persons employed by Granite School District and acting under the direction of Granite School District shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release Granite School District, 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 Granite School District's sole negligence. Nothing in this Agreement shall be deemed as a waiver by any party of the defenses, rights or protections provided by the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.) nor shall this Agreement be construed with respect to third parties as a waiver of any governmental immunity to which Granite School District is otherwise entitled.
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 Granite School District. The Contractor must notify Granite School District 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 Granite School District cannot contract for the payment of funds not yet appropriated by the Board of Education. If funding to Granite School District is reduced due to an order by the Board of Education, or is required by State law, or if federal funding (when applicable) is not provided, Granite School District may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from Granite School District upon 30 days written notice. In the case that funds are not appropriated or are reduced, Granite School District will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and Granite School District will not be liable for any future commitments, penalties, or liquidated damages.

14. **SALES TAX EXEMPTION:** Granite School District's sales and use tax exemption number is 11792902023STC. The tangible personal property or services being purchased are being paid from Granite School District 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 Granite School District 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 Granite School District has relied on the Contractor's skill or judgment to consider when it advised Granite School District 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 Granite School District has not been warned. Remedies available to Granite School District include the following: The Contractor will repair or replace (at no charge to Granite School District) 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 Granite School District 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 Granite School District 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 Granite School District Department 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 Granite School District 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 Granite School District. Granite School District 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 Granite School District will be those prices listed in the contract. Granite School District 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 Granite School District Purchasing Card (major credit card).

20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold Granite School District, 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 Granite School District.

22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for Granite School District to declare Contractor in default of the contract: 1. Non-performance of contractual requirements; 2. A material breach of any term or condition of this contract. Granite School District 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, Granite School District 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. Granite School District 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 Granite School District 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 Granite School District, 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: Granite School District Standard Terms and Conditions; 2. Granite School District Contract Signature Page(s); 3. Granite School District 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 Granite School District. 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.

27. **PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this bid/proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the Granite School District Director of Purchasing. The DISTRICT will be given the immediate benefit of any decrease in the market, or allowable discount.

(Revision Date 06.05.09)

Question and Answers for Bid #DS-2721 - Software Support

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: Apr 27, 2010 10:00:00 AM MDT