

STATE OF UTAH

**SOLICITATION NO. JG9048**Virtualization Software Licensing-Enterprise Licensing Agreement

RESPONSES ARE DUE PRIOR TO:

Mar 25, 2009 3:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:www.bidsync.comRESPONSES 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 JG9048

Virtualization Software Licensing-Enterprise Licensing Agreement

Bid Number	JG9048
Bid Title	Virtualization Software Licensing-Enterprise Licensing Agreement
Bid Start Date	Mar 10, 2009 9:20:47 AM MDT
Bid End Date	Mar 25, 2009 3:00:00 PM MDT
Question & Answer End Date	Mar 16, 2009 5:00:00 PM MDT
Bid Contact	Jared Gardner Purchasing Agent Purchasing 801-538-3342 jaredgardner@utah.gov
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	60 days
Bid Comments	The purpose of this multi-step bid process is to enter into a contract with a qualified firm to provide an Enterprise License Agreement (ELA) for virtualization software licensing for use in server environments in State data centers. The State requires unlimited licensing installation for the period of the contract.

All questions must be submitted via BidSync.

Item Response Form

Item	JG9048-1-01 - n/a
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	State of Utah <u>See Specifications for Details</u> * * UT *
	Qty 1

Description

No price information is to be entered here. Please see the "Submitting your Bid" section of the bid document. You need to submit your technical and price bids as attachments to your bid.



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)

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)

**Multi-Step Bid
Virtualization Software Licensing ELA
Solicitation # JG9048
March 10, 2009**

PURPOSE OF MULTI-STEP BID PROCESS

The purpose of this multi-step bid process is to enter into a contract with a qualified firm to provide an Enterprise License Agreement (ELA) for virtualization software licensing for use in server environments in State data centers. The State requires unlimited licensing installation for the period of the contract. It is anticipated that this bid may result in a contract award to "a single contractor".

This document is designed to provide interested bidders with sufficient basic information to submit both a technical bid and a price bid meeting minimum requirements. Under this multi-step sealed bid procurement, price bids will be considered only in the second phase and only from those bidders whose unpriced technical bids are found acceptable in the first phase.

BACKGROUND

The need for an enterprise ELA for virtualization software has many business drivers. The initial drivers identified by the State include:

- Data center consolidation;
- Reduction in the number of physical servers in the data centers;
- Reduction in energy utilization by servers;
- Reduced server administration requirements;
- Standardization of server, operating system, and virtualization software environments, and;
- Overall reductions in capital and operating expenses.

The State is seeking ELA virtualization bids from mature ELA virtualization vendors with a substantial base of reference enterprise customers. Decisions for the selection of virtualization ELA vendors will necessarily focus on management tools and integration with existing infrastructure. It is also anticipated that the State will pay for the ELA on a three (3) year installment payment basis.

ISSUING OFFICE AND BID REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Department of Technology Services (DTS). The reference number for the transaction is Solicitation # JG9048. This number must be referred to on all bids, correspondence, and documentation relating to the BID.

SUBMITTING YOUR BID

Bid must be received by the posted due date and time. Bids received after the deadline will

be late and ineligible for consideration.

The preferred method of receiving your bid (technical and price) is electronically through BidSync (formerly RFP Depot). **For electronic submissions you will have two attached documents one titled "Technical Bid" and one titled "Price Bid". These are to be separate from each other, so we can follow the multi-step process.**

However, if you choose to submit hard copies, one original and six (6) identical copies of your technical bid, and one copy of the price bid (submitted in a separate envelope marked "**Price Bid**") must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Bids received after the deadline will be late and ineligible for consideration.

If sending via United States Postal Services (USPS), please mail to the State of Utah Division of Purchasing, P.O. Box 141061, Salt Lake City, Utah 84114-1061.

LENGTH OF CONTRACT

The Contract resulting from this bid will be for a period of three (3) years. It is anticipated that the State will pay for the ELA in annual installments over the three year period of the contract.

The contract may be extended beyond the original contract period for up to two (2) additional years, at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for the entire term of the contract. 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 sufficient documentation supporting the request. 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 bid will include the State's standard terms and conditions.

QUESTIONS

All questions must be submitted through BidSync. Answers will be given via the BidSync site.

DISCUSSIONS WITH BIDDERS

A discussion between the State Purchasing agent and a bidder to clarify their technical bid may be required at the sole discretion of the State after submittal of technical bids.

However, the State may award a contract based on the initial technical bid received without discussion with the Bidder. If a bidder is required to meet with the State for clarification, any expenses incurred by the bidder will be at the bidder's expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

** * * * **

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

DETAILED SCOPE OF WORK

The following example is a VMware example, but other virtualization vendors may quote to this scope in the same manner, substituting their products. Functionality provided must be equal to or greater than the capabilities of the software specified. Any vendor substitutions must provide detailed documentation proving that their solution meets or exceeds the capabilities of the software specified below. Failure to do so will disqualify the vendor's bid.

1. Software; Scope

(a) Software Required

VirtualCenter Server (including VMware Converter, Enterprise)

VMware Infrastructure, Enterprise Edition:

VMware ESX, or ESXi, including VMware VMFS (Virtual Machine File System)*

Virtual SMP

VirtualCenter Agent

VMotion, including Storage VMotion

VMware DRS (Distributed Resource Scheduler), including DPM (Distributed Power Management)

VMware HA (High Availability)

VMware Consolidated Backup

Update Manager

*VMware Infrastructure, Enterprise, includes VMware ESX or ESXi, selected by Customer at the time of installation

Note: Virtual Desktop Infrastructure (VDI) is excluded from this ELA and, therefore, the Software may not be used to create a virtual desktop infrastructure (e.g., hosted desktop solution).

Premier Edition

VMware View Premier 100 Pack:

VMware Infrastructure Enterprise Edition for VMware View Premier (8-Processor) (includes all of the components listed above under VMware Infrastructure, Enterprise Edition) - 100 Concurrent Desktop Virtual Machines

vCenter Server – 1 License

VMware View Manager - 100 Concurrent Desktop Virtual Machines

VMware View Composer - 100 Concurrent Desktop Virtual Machines

VMware ThinApp Virtualization Packager – 1 License

VMware ThinApp Client - 100 Concurrent Desktop Virtual Machines or 100 Devices
 VMware Workstation – 1 License

VMware View Premier 10 Pack:

VMware Infrastructure Enterprise Edition for VMware View Premier (8-Processor) (includes all of the components listed above under VMware Infrastructure, Enterprise Edition) – 10 Concurrent Desktop Virtual Machines
 VMware View Manager - 10 Concurrent Desktop Virtual Machines
 VMware View Composer - 10 Concurrent Desktop Virtual Machines
 VMware ThinApp Client - 10 Concurrent Desktop Virtual Machines or 10 Devices

- (b) Upon payment of the applicable fees by Customer, and subject to the terms of this ELA, Customer shall have the right to deploy the Software, solely for use within its own internal business operations located within the United States, as set forth in the table below, for a period of three (3) years following the Effective Date (“ELA Period”). For the avoidance of doubt, upon expiration of the ELA Period, Customer may continue to use the Software that it has deployed as of such date, subject to the terms of this ELA, but may not deploy additional copies of the Software.

Authorized Deployment	VirtualCenter Server	VMware Infrastructure Enterprise Edition	VMware View Premier 100 Pack	VMware Premier 10 Pack
Maximum Authorized Deployment during ELA Period by Customer	UNLIMITED number of License(s)	UNLIMITED number of License(s)	Not to exceed four (100) Packs (400 Concurrent Desktop VMs)	Not to exceed five (10) Packs (50 Concurrent Desktop VMs)

2. Renewal Services Fees

- (a) Upon expiration of the ELA Period, the Services for the Software and the software previously licensed by Customer as set forth in paragraph (b) below (“Pre-ELA Installed Software”) may be renewed together by Customer directly from VMware for one year for a mutually agreed upon annual fee.

3. Level of Services

In connection with this ELA, VMware shall provide Customer with Platinum level Services for the Software and the Pre-ELA Installed Software.

TECHNICAL REQUIREMENTS AND COMPANY QUALIFICATIONS

Virtualization ELA proposals must support the following basic Virtualization characteristics:

- *Compatibility*: Virtual machines are compatible with all standard x86 computers
- *Isolation*: Virtual machines are isolated from each other as if physically separated
- *Encapsulation*: Virtual machines encapsulate a complete computing environment
- *Hardware Independence*: Virtual machines run independently of underlying hardware

The Virtualization software environment must be supported by a comprehensive suite of management tools including the ability to migrate from physical to virtual, and virtual to physical environments.

The Virtualization software must:

- offer file system clustering;
- support live VM production migration;
- support live storage migration;
- support dynamic load balancing;
- support a diverse range of operating system environments and versions; including, but not limited to the following:
 - o Windows Server 2008
 - o Windows Server 2003
 - o Windows NT 4.0
 - o CentOS 5.0
 - o Red Hat Enterprise Linux versions 2.1-5.0
 - o Red Hat Linux versions 7.0-9.0
 - o SUSE Linux Enterprise Server versions 7.0-10.0
 - o SUSE Linux versions 8.0-10.0
 - o Free BSD versions 5.0-6.0
 - o NetWare versions 6.0-6.5
 - o Solaris 9.0-10.0 OS for x86 Platforms
 - o Ubuntu Linux versions 5.04-8.04
- support 64 bit guest operating systems;
- allow for provisioning from templates;
- allow for snapshots while guest is up;
- support High Availability (HA) requirements;
- support centralized management of multiple VM hosts;
- support logical resource partitioning;
- manage and support memory over subscription;
- support automated online patching of hosts and VMs;
- support real-time updates to host OS without requiring reboot / downtime;
- provide an automated update platform;
- provide Disaster Recovery (DR) capabilities;
- support distributed file systems;
- support centralized backups, and;
- allow for real-time updates to host operating systems and software.

TECHNICAL BID FORMAT

All technical bids must be organized and tabbed with labels for the following headings:

1. **Bid Form.** The State's Invitation to Bid form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the bidder's technical bid. This summary should highlight the major features of the technical bid. It must indicate any requirements that cannot be met by the bidder. The reader should be able to determine the essence of the technical bid by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the technical bid and must contain at least the following information:
 - A. A complete narrative of the bidder's assessment of the work to be performed, the bidder's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the bidder's understanding of the desired overall performance expectations.
 - B. A specific point-by-point response, in the order listed, to each requirement in the technical bid.

TECHNICAL BID EVALUATION CRITERIA

Each area of the evaluation criteria must be addressed in detail in the technical bid. A committee will evaluate technical bids and score each criterion as either:

- Acceptable – Criterion is met.
- Potentially Acceptable – Clarification from bidder is required to determine if the criterion is met; or evaluators believe that the bidder has the capability to meet the criterion by modifying their technical bid.
- Unacceptable – Criterion is not met, nor is the bidder capable of meeting the criteria.

OVERALL BID EVALUATION CRITERIA

Responses will be evaluated based upon the following criteria:

- 1) Demonstrated technical capability (proven track record, references), etc. At least 3 projects similar in scope to this project should be cited with reference contact information for verification.
- 2) Demonstrated financial stability. Virtualization software vendors must provide a Dunn and Bradstreet financial rating of 3A2 or greater, or equivalent.
- 3) Overall acceptability for compliance with virtualization software technical requirements

BID PRICE FORMAT

Price will be evaluated independently from the technical bid. Only those firms who have been determined as “acceptable” during the technical evaluation (step one) will proceed to the price evaluation (step two). Please enumerate all costs on the attached Price Bid Form. Award will be made to the lowest bid from the firm determined to have submitted a technically acceptable bid.

**Virtualization Software Licensing ELA
Solicitation # JG9048**

Multi-Step Bid Technical Rating Sheet

Bidder: _____

Evaluator: _____

Date: _____

	Check One			Evaluator Notes
	Acceptable	Potentially Acceptable	Unacceptable	
1. Demonstrated Technical Capability				
1.1 References				
1.2 Comparable Installations				
1.3 Verifiable Successful Installations				
2. Financial Stability				
3. Technical Criteria				
3.1 OS Environments Supported				
3.2 Centralized VM Management Tools				
3.3 Live VM and Storage migration				
3.4 Clustering and High Availability				
3.5 Provisioning from templates				
3.6 Automated live OS updates and patches				
3.7 Other specified technical requirements				

Virtualization Software Licensing ELA
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PRICE BID

Bidder Name: _____

1. Provide a price bid for the products identified in your technical offer. This price bid must also include the three years' warranty maintenance and support fees. Since these amounts will be paid to the vendor in three equal installments for the initial ELA, please specify the cost per year.

Price for proposed products with three-year maintenance and support fees: \$ _____

Price per year for proposed products and maintenance and support fees: \$ _____

2. Provide pricing for maintenance and support fees, after the warranty period, for the fourth and fifth year of product ownership.

Maintenance and Support Fees – Year 4: \$ _____

Maintenance and Support Fees – Year 5: \$ _____

3. **Total Price Bid** \$ _____

**ATTACHMENT "C" TO CONTRACT
UTAH DEPARTMENT OF TECHNOLOGY SERVICES (DTS)
DEPARTMENT STANDARD TERMS AND CONDITIONS**

1. **NOTICE:** Wherever under this contract one party is required to give formal notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case a signed receipt shall be obtained), or three days after date sent if sent by registered or certified mail, return receipt requested. Formal Notices to the Contractor and to the State shall be addressed as follows:

Contractor: Contact Person and Contractor Address as Indicated on Signed FI-84 State of Utah Contract (Cover) Page of this Contract	State of Utah: Contracts Manager Department of Technology Services 1 State Office Building, 6 th Floor Salt Lake City, Utah 84114
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2. **WAIVER:** The waiver by either party of any provision, term, covenant or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant or condition of this Contract.
3. **REDUCTION OF FUNDS:** (N/A to Open-Ended Contracts): The maximum amount authorized by this contract shall be reduced or contract terminated if required by Federal/State law, regulation, or action or there is significant under utilization of funds, provided the Contractor shall be reimbursed for all services performed in accordance with this contract prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in amount of services to be given by the Contractor. The Department will give the Contractor thirty (30) days notice of reduction.
4. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State the need to suspend the work, but not terminate the contract, this will be done by written NOTICE, which meets the NOTICE requirements of this contract. The work may be reinstated upon advance written NOTICE from the State, to recommence as mutually agreed between the parties. The State understands any such suspension of the work may affect both the time of performance and price to complete the work when reinstated.
5. **WORKERS' COMPENSATION:** The Contractor shall take out, furnish proof, and maintain during the life of this contract workers' compensation insurance for all its employees employed at the site of the project in Utah, and in the event any work is subcontracted, the Contractor agrees to require any of its Subcontractors to similarly provide and furnish proof of workers' compensation insurance for all the latter's employees employed on any site of the project in Utah.
6. **CONFLICT OF INTEREST WITH STATE EMPLOYEES:** In addition to the provisions of State T&C Clause 5, the Contractor certifies, through the execution of the contract, that no person in the State's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The CONTRACTOR will not hire or subcontract with any person having such conflicting interest.
7. **THIRD PARTY CLAIMS INDEMNIFICATION:** Contractor agrees to indemnify the State against third party claims for infringement for materials created and furnished by Contractor, for claims for death, bodily injury, or tangible property damage.
8. **INVOICES:** Each invoice must contain a unique invoice number and a customer account number, detail of work completed (e.g. time x rate) on the contract. The State reserves the right to correct invoices not in accordance with this Contract.

9. **PAYMENT BY THE STATE / INTEREST ON LATE PAYMENTS:** Payments to the Contractor shall generally be made within thirty (30) days of receipt by the State of an accurate invoice and receipt in Finance of the responsible State Project Manager's certification of acceptable completion of work, presuming receipt by the State of a correct, detailed invoice from the Contractor. Utah's Prompt Payment Act, UCA §15-6-2 requires payment within 60 days after receipt of the invoice covering the delivered items or services. If the State's payment is more than 60 days late, interest shall accrue and be charged on payments overdue starting on the 61st day that the State's payment may be overdue, until paid, unless this is a disputed payment. UCA §15-6-3 allows late payment interest at 2% above the rate paid by the IRS on refund claims.

The State's payment of invoices shall be sent via mail, or may be paid electronically at the discretion of the State.

10. **EMPLOYMENT PRACTICES OF CONTRACTOR:** In addition to Employment Practices Clause requirements stated in State T&C Clause 8, the following equal opportunity provisions apply to this contract. The Contractor agrees to abide by the provisions of:
- a. Section 188 of the Workforce Investment Act of 1998 (WIA) (29 USC 2938), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against discrimination to beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity; and
 - b. Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in education programs..
11. **COPYRIGHT:** The contractor agrees that any and all Deliverables prepared for the Department, to the extent to which it is eligible under copyright law in any country, shall be deemed a work made for hire, such that all rights, title and interest in the work and Deliverables reside with the Department. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State Government purposes, such software, modifications and documentation. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right title and interest, including but not limited to copyright patent, trademark and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to Department. Contractor further agrees to provide all assistance reasonably requested by Department in the establishment, preservation, and enforcement of its rights in such work and Deliverables, without any additional compensation to Contractor. Contractor agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to the work and Deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.
12. **LIABILITY INSURANCE:** The Contractor agrees to provide and to maintain during the performance of the contract, at its sole expense, a policy of liability insurance. The limits of the policy shall be no less than \$500,000.00 for each occurrence and \$1,000,000.00 aggregate. The Contractor further agrees to provide the Contracts Manager for the Department of Technology Services with proof of adequate insurance coverage, in accordance with the NOTICE provisions of this contract.

It shall be the responsibility of the Contractor to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the Contractor. Evidence of the subcontractor's insurance coverage shall also be provided to the Contracts Manager for the Department of Technology Services, also in compliance with the NOTICE provisions of this contract.

13. **CITING DEPARTMENT IN ADVERTISING / PUBLICITY:** The Contractor agrees to give credit to the Department of Technology Services (DTS) for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the DTS Public Information Officer. Any publicity given to the project or services provided herein shall identify the Department of Technology Services as sponsoring agency and shall not be released without prior written approval by the DTS Project Manager.

14. **STATE AGENCY WEB SITE BRANDING:** The Contractor agrees to allow the Department of Technology Services to utilize its DTS logo, or a newer version if replaced in the future, on websites produced under terms of this contract. Contractor further agrees to allow state agencies that DTS is ultimately providing consulting services for, such as UDOT, Health, Tax Commission, etc. to also utilize their own Department web site branding and logo, if requested by that state agency.
15. **DRUG-FREE WORKPLACE:** The Contractor understands that the Department provides a drug-free workplace in accordance with all federal and state laws and regulations. The Contractor agrees to abide by the Department's drug-free workplace policies while on State of Utah premises and the Department of Technology Services will provide the Contractor with a copy of these written "drug-free workplace policies".
16. **OVERPAYMENT/UNDERPAYMENT AUDIT EXCEPTIONS/DISALLOWANCES:** The Contractor agrees that if during or subsequent to the contract performance, a CPA audit, or a State agency audit determines that payments were incorrectly reported or paid, the Department may adjust the payments. In contracts, which include a cost reimbursement budget, Contractor expenditures to be eligible for reimbursement must be adequately documented. The Contractor will, upon written request, immediately refund any overpayments determined by audit and for which payment has been made to the contractor, to the Department. The Contractor further agrees that the Department shall have the right to withhold any or all -subsequent payments under this or other contracts that the Contractor may have with the State until recoupment of overpayment is made. The Department agrees to promptly notify the Contractor in the event any underpayments on this contract are discovered.
17. **OWNERSHIP, PROTECTION, AND USE OF STATE OF UTAH, STATE OF UTAH CLIENT, OR STATE OF UTAH EMPLOYEE RECORDS:** Except for confidential medical records held by direct care providers, the State shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this Contract. The Contractor may not use, except in meeting its obligations under this contract, information gathered, reports developed, or conclusions reached in performance of this Contract without the express written consent of the State. The improper use or disclosure by any party of any information concerning a State of Utah client, or a State of Utah employee for any purpose not directly connected with the administration of the Department, or the Contractor's responsibilities with respect to services purchased under this agreement, is prohibited except on written consent of the state agency employee, state agency client, their attorney, or their responsible parent or guardian. The Contractor will be required to sign a Confidential Information Certification form in situations where they will be given access to confidential computerized records. The Contractor agrees to maintain the confidentiality of records it holds as agent for the State as required by GRAMA, or other applicable federal or state law. The State of Utah shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Contractor under the Contract. The Contractor, and any subcontractors under its control, expressly agrees not to use confidential client, or confidential federal, state, or local government data furnished for purposes of contract performance, without prior written permission from the Project Manager for the Department of Technology Services, and appropriate officials of the State Agency.
18. **OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** The improper use or disclosure by any party of protected internal Federal or State business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by the Contractor, Contractor's employees, or their Subcontractors, unless prior written consent has been obtained in advance from the Project Manager for the Department of Technology Services.
19. **OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** All documents and data pertaining to work required by this contract will be the property of the STATE and must be delivered to the STATE within 10 working days after termination or completion of the contract, regardless of the reason for contract termination, and without restriction or limitation to their future use. Any State data that may be returned under provisions of this clause must either be in the format as originally provided, or in a format that is readily usable by the State or that can be formatted in a way that it can be used. Costs to all of these described items will be considered as included in the basic contract compensation of the work described.

20. **CODE OF CONDUCT:** The Contractor agrees to follow and enforce the Department of Technology Services Code of Conduct. If Contractor is working at facilities controlled by other State agencies, Contractor agrees to follow and enforce the Code of Conduct of these other State Agencies when Contractor is providing services at these facilities under provisions of this contract. The Contractor will assure that each employee or volunteer under Contractor's supervision receives a copy of such Code of Conduct, and a signed statement to this effect must be in each Contractor or Subcontractor employee's/volunteer's file and is subject to inspection and review by the Department monitors. Department of Technology Services agrees to provide Contractor with a copy of any applicable codes of conduct. If a Contractor or Subcontractor is working at any state agency which has a Code of Conduct applicable to this Contract, the Department of Technology Services Project Manager will provide Contractor with a copy in advance of Contractor's on-site contract services performance.
21. **TERMINATION UPON DEFAULT:** In the event this contract is terminated as a result of a default by the Contractor, the Department may procure or otherwise obtain, upon such terms and conditions as the Department deems appropriate, services similar to those terminated, and Contractor shall be liable to the Department for any and all damages arising there from, including, but not limited to, attorneys' fees and excess costs incurred by the Department in obtaining similar services..
22. **CONTRACTOR'S RESPONSIBILITIES / QUALITY OF WORK:** The Department will enter into contractual agreement with the Contractor only. The Contractor shall be responsible for all services as required by the RFP/bid. Contractor warrants that all services shall be performed in a professional and workmanlike manner consistent with best industry practice and in accordance with the Statement of Work.
23. **PAYMENT WITHHOLDING:** The Contractor agrees that the adequate reporting, record keeping, and compliance requirements specified in this contract are a material element of performance and that if, in the opinion of the Department, the Contractor's record keeping practices, compliance, and/or reporting to the Department are not conducted in a timely and satisfactory manner, the Department may withhold part or all payments under this or any other contract until such deficiencies have been remedied. **This includes, but is not limited to, Contractors failure to timely provide to the Department of Technology Services Contracts Manager the Contractor's proof of adequate insurance coverage, or Contractor's failure to provide timely invoicing, and/or other requirements described elsewhere within this contract.** In the event of the payment(s) being withheld, the Department agrees to provide ten (10) day advance NOTICE to the Contractor of the deficiencies that must be corrected in order to bring about the release of withheld payment. Contractor shall have ten (10) days thereafter to correct the cited reporting or record keeping practice deficiencies.
24. **CONTRACTOR ACCESS TO SECURE STATE FACILITIES / CRIMINAL CONVICTION INFORMATION / FORMER FELONS:** The Contractor shall provide (at its own expense) the Department with sufficient personal information about its agents or employees, and the agents and employees of its subcontractors (if any) who will enter upon secure premises controlled, held, leased, or occupied by the State during the course of performing this contract so as to facilitate a criminal record check, at state expense, on such personnel by the Department. "Sufficient personal information" about its agents or employees, and the agents and employees of its subcontractors (if any) means for the Contractor to provide to the State Project Manager, in advance of any on-site work, a list of the full names of the designated employees, including their social security number, driver license number and state of issuance, and their birth date. Thereafter, on their first site visit, each contractor employee expected to work on-site shall be fingerprinted by the State, and the State is authorized to conduct a federal criminal background check based upon those fingerprints and personal information provided. Contractor, in executing any duty or exercising any right under this contract, shall not cause or permit any of its agents or employees, and the agents and employees of its subcontractors (if any) who have been convicted of a felony and certain misdemeanors to enter upon any premises controlled, held, leased, or occupied by the Department. A felony and misdemeanor are defined by the jurisdiction of the State of Utah, regardless of where the conviction occurred.

(DTS T&C Version: May 29, 2008)

Question and Answers for Bid #JG9048 - Virtualization Software Licensing-Enterprise Licensing Agreement

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: Mar 16, 2009 5:00:00 PM MDT