

**DAVIS SCHOOL DISTRICT
INVITATION FOR BID
Instructions and General Provisions**

1. **BID PREPARATION:** (a) All bids should be submitted in BidSync. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) 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 approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed. If the bidder lists a trade name and/or catalog number in the bid, the DISTRICT 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. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By submitting the bid the bidder certifies that all of the information provided is accurate, and that the prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.
2. **SUBMITTING THE BID:** Bids should be submitted electronically via www.BidSync.com (a) Bids, modifications, or corrections received after the closing time specified will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (b) **Fax or email transmission of bids to the Purchasing Department will not be considered.** (c) All prices quoted must be F.O.B. Destination. Additional charges including, but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DEPARTMENT. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the bid document. (d) All DISTRICT purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended; the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33 as amended); and/or the Davis County School District Purchasing Policy 6F-103, as amended. By submitting the bid, the bidder certifies that all information provided is accurate; that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this bid including all terms and conditions.
3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise the DEPARTMENT in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). Three consecutive no responses will automatically result in removal.
4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the DISTRICT.
5. **BONDS:** The DISTRICT has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.
6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DEPARTMENT, must be furnished free of charge. 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. **DEPARTMENT APPROVAL:** Purchase orders placed, or contracts written, with the DISTRICT, as a result of this bid, will not be legally binding without the written approval of the Director of the Purchasing department.
8. **AWARD OF A CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will 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 the invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. 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 DEPARTMENT may accept any item or group of items, or overall low bid. The DEPARTMENT has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DEPARTMENT can reject any and all bids and it can waive any informality or technicality in any bid received, if the DEPARTMENT believes it would serve the best interest of the 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 be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details, see Section 63-56-405 and 406, Utah Code Annotated.
9. **TRADE/PROFESSIONAL LICENSING:** The State of Utah requires any person engaging in a construction trade or professional occupation; or acting as, or representing oneself as a contractor or professional for which licensure is required be licensed before engaging in that trade or professional activity. It is unlawful for any unlicensed person to submit a bid for any work for which a license is required. Any person who violates this provision cannot be awarded or accept a contract for the performance of the work.
10. **EMPLOYMENT PRACTICES CLAUSE:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and 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, bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place. Bidder must include this provision in every subcontract or purchase order relating to purchases by the DISTRICT to insure that the subcontractors and vendors are bound by this provision.

11. **DEBARMENT:** The bidder 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 bidder cannot certify this statement, attach a written explanation for review by the DISTRICT.

12. **WARRANTY (This paragraph is NOT applicable to architect, engineering, and construction service providers):** 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 DISTRICT under this contract for a period of one (1) 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 DISTRICT has relied on the contractor's skill or judgment to consider when it advised the 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 the DISTRICT has not been warned. Remedies available to the DISTRICT include the following: The CONTRACTOR will repair or replace (at no charge to the DISTRICT) the product whose nonconformance is discovered and made known to the CONTRACTOR in writing. If the repair and/or replaced product prove 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 DISTRICT may otherwise have under this contract.

January 24, 2017