



INVITATION FOR BIDS

(This is not an order) Issue date: 11 May 2010

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| Your Company's Name: _____ | | Due Date: 26 May 2010, 2 p.m. |
| COMPANY INFORMATION: FED ID #: _____ Contact Person: _____ Ordering Address: _____ Telephone: () _____ Fax: () _____ Remit Address: _____ E-mail: _____ Discount Terms: _____ What is your lead time in order to begin this project? _____ Prices guaranteed until (date) _____ Total Material Cost: \$ _____ Total Labor Cost: \$ _____ Total Project Cost: \$ _____ Alternate # ___ Cost: \$ _____ Contractor's Utah License # _____ Acknowledgement of receipt of Addendums through _____ | | <ul style="list-style-type: none"> ✓ Review attached Instructions & General Provisions sheet. ✓ Bid MUST be received by the above due date. ✓ Bid must be in a sealed envelope marked with the Bid Number. ✓ If you do not wish to bid, please return your bid marked "NO BID." ✓ Bid MUST be signed to be accepted. ✓ Faxed IFB's will NOT be accepted! ✓ This Invitation for Bids implies no obligation on the part of the Salt Lake School District. <p>MAIL BID TO:</p> <p>Salt Lake City School District Auxiliary Service Department 995 W Beardsley Place Salt Lake City, UT 84119</p> <p>Questions concerning this Bid should be directed to: Greg Maynard/ Steve Bennett Tel. (801) 578-8264 /974-8392, 971-6019 Fax (801) 578-8262</p> |

BOND & INSURANCE INSTRUCTIONSS: [] None [X] Bond will be required: Type: [] Bid, [X] Performance/Payment (100%) for projects which will exceed \$80,000. Proof of insurance required: [X] yes, [] no

The Salt Lake City School District's Auxiliary Service Department is seeking one or more qualified and certified contractors to dig-out and restripe and or Overlay and restripe a total of three locations of which the following location is included on this bid: Horizonte School (1234 S Main St.) Overlay approx 62,000 sq ft.

A mandatory pre-bid walk through will be held for all nine schools on May 20, 2010 starting at 9 a.m. at Ensign Elementary (775 N 12th Ave) west parking lot and proceed through all three schools. Attendees will be provided with an important information sheet regarding alternates, completion dates and striping diagrams.

Scope of Work:

1. Prior to starting work, the awarded contractor(s) will need to submit a Payment and Performance Bond should the total of the award exceed \$80,000. Also said contractor(s) will need to sign and return the District's "Short Form District Contract" and a "Contractor Notification Form" provided by the Auxiliary Service Department.
2. Contractor will be responsible for restriping parking and driveway areas as it exits or per map diagram issued by District: Striping on playgrounds must be 2" wide and in the parking areas 4" wide.
3. Any sub-contractor use will require prior approval by the District.

The winning contractor(s) will provide all electrical power, own restroom, labor, materials, equipment, supervision and service necessary to complete these projects. In addition, the contractor will remove all related debris and return the site to a clean state.

The District reserves the right to award the project(s) based on the best value for the District to include but not limited to the following constrains & criteria: budget constraints, time schedules, past performance, materials used or other factors affecting the use of the facilities

We agree to furnish the services and products as indicated above to the Salt Lake City School District per their instructions and specifications.

Authorized Signature: _____ Title (print): _____ Date: _____

Instructions and General Provisions

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price 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 Department will assume the item meets the specifications unless the bid clearly states or 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 signing 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:** (a) The bid must be signed in ink, sealed in a properly addressed envelope and either mailed or delivered to the Salt Lake City School District, Purchasing Department, Room 118, 440 East, 100 South, Salt Lake City, Utah 84111, or as otherwise directed by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) 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 R33-109. (c) Your bid will be considered only if it is submitted on the forms provided by the Department. Facsimile transmission of bids to the Department will not be considered. (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost 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 Department. (e) All purchases are subject to the Utah Procurement Code, Title 63G, Chapter 6 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33), and The Salt Lake City School Board, Policy F-2.
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 the 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 School District.
5. **BONDS:** The SLCS D has the right to require a 5% bid bond and/or a 100% payment/performance bond from the bidder .
6. **SAMPLES:** Samples of item(s) specified in this bid, when required by the Department, must be furnished free of charge to the 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.
7. **WARRANTY:** The contractor/supplier agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the School District under this contract for the 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 applies 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/supplier 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 School District has relied on the contractor's skill or judgment to consider when it advised the 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 the School District has not been warned. Remedies available to the School District include the following: The contractor/seller will repair or replace (at no charge to the School District) the product whose nonconformance is discovered and made known to the contractor/seller in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor/seller 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 School District may otherwise have under this contract.
8. **DEPARTMENT APPROVAL:** Purchase orders placed or contracts written by the School District, as a result of this bid, will not be legally binding without the written approval of the director of the Purchasing Department.
9. **AMENDMENTS:** It may be necessary to issue amendments to the original specifications or bid documents. Bidders are responsible to verify whether or not they have received the latest amendments. Also, the terms of the contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of the Director of Purchasing.
10. **AWARD OF 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 this 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 School District may accept any item or group of items, or overall low bid, and has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The School District can reject any and all bids, if the School District believes it would serve the best interest of the District. (e) Before or after the award of a contract, the School District has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) The School District does not guarantee to make any purchase under the awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount.
11. **PROTEST PROCEDURES:** A protest of a solicitation must be filed in writing with the Purchasing Department before the solicitation due date and time. A protest of the award shall be submitted in writing to the Purchasing Department within five working days after the aggrieved person knows or should have known of the facts giving rise thereto. The protest shall include: 1) Name, address, and phone number of the protestor; 2) The original signature of the protestor or its representative; 3) A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; 4) The form of relief requested.
12. **CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled without cause by the School District upon 60 days written notice, prior to the effective date of cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.
13. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of service, 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 Disability 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 workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the School District to insure that the subcontractors and vendors are bound by this provision.
14. **REGULATORY COMPLIANCE:** The contractor/seller represents and warrants that the goods or services furnished hereunder (including all labels, packaging and containers for said goods) comply with all applicable standards, rules and regulations in effect under requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods and services. As applicable, the contractor/seller shall furnish "Material Safety Data Sheets" in compliance to all laws.
15. **TAXES:** The Salt Lake City School District is exempt from the payment of Federal Excise Taxes and State Sales Tax 11906942-005-STC
16. Contractor must be in compliance with all State and Federal laws relating to foreign immigrant's work permits and background checks.