

## UTAH VALLEY UNIVERSITY GENERAL BID PROVISIONS - BIDSUNC

### 1. Preparation of bids:

- a. Failure to examine any drawings, specifications and/or instructions will be at bidder's risk.
- b. Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid.
- c. Time of delivery is a part of the bid and must be adhered to.
- d. Bidder must adhere to the time of delivery specified in the submitted bid. The time of delivery specified will be evaluated as part of the bid evaluation.
- e. Wherever in this solicitation an item is described by using a trade name, model number, catalog number, manufacturer name, or vendor name, it is intended that the words, "or equivalent" apply. "Or equivalent" is defined as any other item equal in material, workmanship and service, and is as efficient and economical in operation as the one specified, as determined by the University. If bidder proposes an alternate item, the bid must clearly be marked as such. Include the trade name, brand name, model number, and/or catalog number, plus a complete description (including specifications and literature) of the proposed alternate. Bidder represents that any alternate item meets the applicable solicitation specification(s) unless bidder describes specifically how the alternate item differs from the applicable solicitation specification(s).
- f. All products must be in new, unused condition unless otherwise requested in this solicitation.
- g. By submitting the bid, bidder certifies that all information provided is accurate, that it is willing and able to furnish the item(s) specified, and that prices quoted are correct.
- h. Where "Freight Cost" is listed as a separate line item, bidders are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost", bidders are to indicate the total freight cost FOB Destination Freight Prepaid. Where there is not a line item for "Freight Cost", bidders are to provide line item pricing FOB Destination Freight Prepaid.
- i. Pricing must be guaranteed for ninety (90) days from the close date of this solicitation unless otherwise noted in the solicitation.

### 2. Submission of Bids:

- a. Electronic bids must be submitted through BidSync.com until the closing date and time indicated on the solicitation. It is the sole responsibility of bidder to ensure that its bid is submitted through BidSync before the closing date and time. There is no cost to bidder to submit electronic bids via BidSync. Electronic bids may require uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents must be attached as separate files. Bids submitted in any other way will not be accepted unless otherwise indicated in the solicitation.
- b. Bids and modifications or corrections thereof received after the closing time specified will be considered late and will not be accepted.
- c. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the University unless expressly included and itemized in the bid.
- d. Failure to submit a bid or to advise the University's Procurement Services that future invitations for bids are desired may result in the forfeiture of the opportunity to receive solicitations in the future.

### 3. Award of Contract:

- a. Bids will not be read at a public opening; however, the information will be publicly disclosed after award in accordance with the Government Records Access and Management Act, Utah Code Ann. § 63g-2-101, et seq., as amended.
- b. Contracts may be made or entered into with the responsible bidder who submits the lowest and best bid that meets solicitation specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which the product(s) are required, delivery time required, discount terms, and other criteria set forth in this solicitation.
- c. Unless bidder specifies otherwise in the bid, the University may accept any item or group of items, or the overall low bid.
- d. The University reserves the right to cancel this solicitation.
- e. The University reserves the right to increase or decrease the quantity of any item and to order any or all of the items at quoted prices, unless bidder specifies otherwise in its bid.
- f. The University reserves the right to reject any and all bids and waive any informality or technicality in bids received, if it is in the best interest of the University.
- g. Before or after the award of a contract, the University has the right to inspect bidder's premises and all business

- records to determine bidder's ability to meet contract requirements.
- h. A written Purchase Order signed by an authorized representative of the University and mailed, or otherwise furnished to the successful bidder, results in a binding contract without action by either party. The contract shall be interpreted, construed, and given effect, in all respects, according to the laws of the State of Utah. The contract shall not be assigned by contractor, in whole or in part, without written consent of the University.
  - i. Authorized representatives of the University's Procurement Services department are the only persons authorized to place orders or commit the University for purchases.
  - j. Multiple contracts may be awarded if the University determines that doing so would be in its best interest.
  - k. Any contract based on this solicitation may be extended by mutual agreement.
  - l. If bidder accepts credit cards, the University reserves the right to place any subsequent order arising from this solicitation via credit card. All credit card bylaws and rules will apply.
4. **Restrictions on Communications with University Staff:** From the issue date of this solicitation until a contractor is selected and a contract award is made, bidders are not allowed to communicate about the subject of this solicitation with any University administrator, faculty, staff, or members of the Board of Trustees except the Purchasing Official assigned to this solicitation, other Procurement Services staff members, individuals authorized in writing by the Purchasing Official, and University representatives during presentations. If violation of this provision occurs, the University reserves the right to reject the bidder's response.
  5. **Contract Terms and Conditions:** Any contract resulting from this solicitation will include, but not be limited to, the applicable terms and conditions contained in the University's Purchase Order Contract Terms and Conditions document viewable at <http://www.uvu.edu/procurement/terms>.
  6. **Amendments:** All changes to this solicitation will be made only through written addenda from the University's Procurement Services department. Answers to questions submitted shall be considered addenda. Bidders may not consider or rely on verbal modifications.
  7. **Bonds:** The University reserves the right to require a bid bond, a supply contract bond or a faithful performance bond from contractor in an amount not to exceed the amount of the contract.
  8. **Samples:** Samples of items, when required, must be furnished, free of charge, to the University. If not destroyed by tests, the sample may, upon request made at the time the sample is furnished, be returned at bidder's expense.
  9. **Warranty:** Contractor warrants that the merchandise will conform to its description and any applicable specifications and shall be of good merchantable quality and fit for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by contractor to the University.
  10. **Energy Conservation and Recycled Products:** Contractors and bidders are encouraged to offer Energy Star certified products or products that meet FEMP standards for energy consumption. The University also encourages bidders to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.
  11. **Conflict:** Unless clearly indicated otherwise in the bid, the University assumes that no employee of the University has sufficient financial or management interest in bidder's organization to cause a conflict of interest should bidder be awarded a contract based on this solicitation.
  12. **Debarment:** Contractors certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (contract) by any governmental department or agency, including other institutions of higher education. If contractor cannot certify this statement, it shall submit a written explanation for review by the University. Contractor must notify the University's Procurement Services department within thirty (30) days if debarred by any governmental entity during the contract period.
  13. **Indemnification:** The University is required to reference provisions of the Utah Governmental Immunity Act, Utah Code Ann. Sec. 63G-7-101 et seq., and to comply with any other requirements mandated by the Utah Attorney General's Office regarding indemnification, attorney's fees, governing law provisions and insurance provisions. Any

contract created under this solicitation must include such terms and conditions as set forth by the University.

14. **Assignment/Subcontract:** Bidder agrees that no contract rights or subcontract rights may be assigned, sold, or transferred, or responsibilities delegated, in whole or in part, under any contract formed upon acceptance of bidder's bid without prior written approval of the University.
15. **Non-appropriation of Funds:** Contractor acknowledges that the University cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the University 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 University may terminate the contract or proportionately reduce the services and purchase obligations from the University upon 30 days written notice. In the case that funds are not appropriated or are reduced, the University will reimburse contractor for products delivered or services performed through the date of cancellation or reduction, and the University will not be liable for any future commitments, penalties, or liquidated damages.
16. **Contract Jurisdiction, Choice of Law, and Venue:** The contract resulting from this solicitation shall be governed by laws of the State of Utah. The parties will submit themselves and any dispute arising from the contract or any breach thereof to the jurisdiction of the courts of the State of Utah. The venue of any dispute shall be in the Third Judicial District Court of Salt Lake County, State of Utah.
17. **Compliance with Laws and Regulations:** Contractor and any and all supplies, services, equipment, and construction proposed in bidder's submission will comply fully with all applicable Federal and State laws and regulations.
18. **Outstanding Tax Lien:** By responding to this solicitation, the bidder affirms that it does not have any outstanding tax liens issued by the Utah State Tax Commission.
19. **State of Utah Sales and Use Tax:**
  - a. Utah State Sales and Use Tax should not be added to invoices or other payment requests submitted to the University. The University's Tax Exempt ID number: 11843640-002-STC.
  - b. Contractor is responsible for complying with all Utah State Sales and Use Tax exemption requirements. Contractor is responsible for payment of all Utah State Sales and Use Tax obligations that arise from contractor's failure to comply with exemption requirements.
20. **Governing Laws and Regulations:** All University purchases are subject to the Utah Procurement Code, Utah Code Ann. § 63G-6a-101, et seq., as amended and the Policies and Procedures set forth by the University.
21. **Records Access and Management:** The Utah Procurement Code, Utah Code Ann. § 63G-6a-101, et seq., as amended, states that the name of each bidder and the amount of each bid shall be recorded, and that such record shall be open to public inspection. The Government Records Access and Management Act, Utah Code Ann. § 63G-2-101, et seq., as amended ("GRAMA"), provides that, if a bidder desires to have certain information contained in its bid protected from such disclosure, the bidder may request such protection by providing a "written claim of business confidentiality," and a "concise statement of reasons supporting the claim of business confidentiality" with its bid (GRAMA, section 63G-2-309). Pricing elements of any bid will not be protected. All material contained in and/or submitted with the bid becomes property of the University and may be returned only at the University's option.
22. **Filing a Protest:** The Utah Procurement Code, U.C.A. § 63G-6a-1601, addresses the procedure for filing a protest regarding the award of bids. It states that a protest must be submitted in writing prior to the opening of bids, unless the aggrieved person did not know the facts giving rise to the protest, in which case the protest must be submitted in writing within seven days after the aggrieved person knows or should have known the facts giving rise to the protest. Protest may be appealed in accordance with the Utah Procurement Code, U.C.A. § 63G-6a part 17.
23. **Gratuities:** The University may disqualify from consideration or terminate any subsequent contract, if it is found that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the offeror, or any agent or representative of the offeror, to any officer or employee of the University with the intent to secure a contract or secure favorable treatment with respect to the awarding or amending of a contract. Bidders must comply with the provisions of the Utah Procurement Code, U.C.A. § 63G-6a-2304.5.