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Request for Proposals #22-007 - E-Rate Access Point Support Renewal

Prepared by : Casey Bowden/Technology

DUE: March 10, 2022 2:00 PM Mountain Time

1 electronic copy of the proposal must be submitted via
U3P Utah Public Procurement Place (SciQuest)
(you may also submit 1 redacted copy electronically)

Proposals must be received no later than 2:00 PM on March 10, 2022.

A. Purpose of this RFP

Ogden School District (the "District"or "OSD") is accepting proposals from qualified, reputable firms for Access Point Support Renewal that will meet or exceed specifications listed below. Bids will be evaluated and each requirement will be scored. A higher emphasis will be placed on initial costs, licensing costs, yearly maintenance costs and support costs.

This RFP is designed to provide interested parties with sufficient basic information to submit proposals meeting the minimum requirements, but is not intended to limit a proposal's content or exclude any relevant proposal. Respondents are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

B. General Requirements & Information

The vendor shall be a registered E-RATE service provider and will provide their SPIN number as part of the bid process. The service provider must accept the Service Provider Invoice (SPI) method for E-RATE billing. Please enter the SPIN number and acknowledgement of the SPI billing method in the "Proposal Response" section of the bid response.

Awarding and funding of this RFP will be dependent on E-RATE funding approval. The District reserves the right to cancel any portion of the RFP if E-RATE funding is denied, not fully funded, or District funds become unavailable on a school by school basis.

All questions regarding this RFP will be submitted and responded to through SciQuest https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah. If any person submitting a bid is in doubt as to the true meaning of any part of the bid specifications, the vendor may submit a written request electronically through the SciQuest website. Questions and responses will be posted on the SciQuest website. **Questions must be submitted by February 22, 2022 by 12:00 pm**. No other Ogden School District employee, Board Member, or evaluation committee member should be contacted concerning this RFP, during the selection process. Failure to comply with this requirement may result in disqualification.

All products offered in response to this solicitation shall be new, current and in ongoing production; shall have been formally announced for general marketing purposes, shall be a model or type currently functioning in a user (paying customer) environment, and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Used, refurbished, demo, prototype or gray market equipment will not be acceptable in this Bid. All products must be supplied through an authorized distribution channel. All products listed below are for reference only and any equal or greater product from any vendor can be substituted.

Protected / Proprietary Information: The Government Records Access and Management Act (GRAMA), UCA § 63G-2-305, 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, the Utah Uniform Trade Secrets Act, if the person submitting the trade secret has provided the governmental entity with the information

specified in UCA § 63G-2-309 (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 UCA § 63G-2-309;

And

(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, subject to Subsections (1) and (2), that this Subsection (6) does not restrict the right of a person to have access to, after the contract or grant has been awarded and signed by all parties.

Pricing may not be classified as confidential or protected and will be considered public information after award of the contract.

Process for Requesting Non-Disclosure: Any Offeror requesting that a record be protected shall include with the proposal a Claim of Business Confidentiality. To protect information under a Claim of Business Confidentiality, the Offeror must complete the Claim of Business Confidentiality form with the following information:

1. Provide a written Claim of Business Confidentiality at the time the information (proposal) is submitted, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (UCA § 63G-2-309(1)).
3. Submit an electronic “redacted” (excluding protected information) copy of the proposal. Copy must clearly be marked “Redacted Version.”

An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY”, and if so identified, shall be considered non-responsive unless the Offeror removes the designation.

Redacted Copy: If an Offeror submits a proposal that contains information claimed to be business confidential or protected information, the Offeror must submit two separate proposals: one electronic redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and a non-redacted version for evaluation purposes, clearly marked as "Protected Business Confidential." All materials submitted become the property of the Ogden School District. Materials may be evaluated by anyone designated by the District as part of the proposal evaluation committee. Materials submitted may be returned only at the District’s option.

C. Proposal Response: Technical Evaluation

Each respondent should set forth its most compelling case for being selected to provide services requested in this RFP. All proposals must be organized and tabbed with the following sections in this order:

1. **Executive Summary (2 pages Maximum) (15 Points)**

The letter of transmittal should include:

a. An introduction of the firm, including name, address, telephone number and email address of primary contact and others authorized to deal with this proposal response;
b. A general statement of interest and what sets your firm and product apart from other potential respondents;
c. E-Rate spin number;
d. Acknowledgement of the SPI billing method.

2. **Detailed Discussion (15 Points)**

a. Demonstrated ability: The responder will have demonstrated ability providing hardware in the quality and quantity requested in this RFP.
b. Responder shall list at least 3 previous examples of satisfying an order of this size or larger. Please include name and contact information.
c. Timeline of delivery: The responder will provide an approximate delivery time table for complete order to arrive at the District once purchase is finalized.
d. After sale support: The responder will describe their ability to support the District after the sale is completed. Specify warranty support on the new equipment and other sales needs the District may have in response to this purchase.
e. Please quote all line items with Description, part number, quantity and amounts separately.
f. Vendors will need to include the E-Rate SPIN number on Fee Proposal or Quote.

3. **Requested Items and Hardware Compatibility (30 Points)**

Serial numbers and/or Contract numbers can be provided if requested.
Renewal will be from 9/20/22 to 6/30/2023 or 1 year ending 6/30/2022

Basic Maintenance Support Renewal for existing AP's

a. Quantity 390 HPE/Aruba Software and Technical Support and Software Updates for AP-325 AP's (JW327A)
b. Quantity 14 HPE/Aruba Software and Technical Support and Software Updates for AP-315 AP's (JW813A)
c. Quantity 3 HPE/Aruba Software and Technical Support and Software Updates for AP-377 AP's (JZ183A)
d. Quantity 5 HPE/Aruba Software and Technical Support and Software Updates for AP-345 AP's (JZ033A)
e. Quantity 105 HPE/Aruba Software and Technical Support and Software Updates for AP-535 AP's (JZ337A)
f. Quantity 6 HPE/Aruba Software and Technical Support and Software Updates for AP-387 AP's (R0K14A)

D. Fee Proposal and Fee Schedule (40 Points)

Fee proposal should include a clearly delineated Description, Part Number, Quantity and Cost breakdown as listed in Section C and ***must be submitted as a separate attachment from the technical proposal. The entire proposal will be deemed non-responsive and will not be scored if not submitted as two separate attachments.***

E. Evaluation Criteria

The proposal will be analyzed and respondents may be requested to respond to a committee of District officials for any clarifying questions regarding the RFP or proposed equipment. The District reserves the right to accept or reject any proposal. It is also the right of the District to waive any formality or technicality if determined to be in the best interest of the school district.

Evaluation Rubric

Technical Evaluation	
Executive Summary (Section C #1)	15 points
Detailed Discussion (Section C #2)	15 points
Requested Items and hardware Compatibility (Section C #3)	30 points
Cost Proposal Evaluation	
Fee Proposal and Fee Schedule (Section D)	40 points

Award shall be made to the respondent deemed most capable of providing the system and support deemed to most effectively meet District needs taking into account the proposals and evaluation factors here outlined.

F. Terms of Agreement

All recommendations from the selection committee are subject to board approval. Once the Board has approved the recommendation, the district may then enter into a contractual agreement with the selected vendor. The Board of Education of Ogden City School District reserves the right to reject any or all bids or to waive any information or technicality in any bid in the interest of the Board of Education of Ogden City School District.

G. Standard Contract Terms and Conditions

Any contract resulting from this RFP will include, but not be limited to, Ogden School District's Standard Contract Terms and Conditions attached. Offerors requesting exceptions and/or additions to the Standard Terms and Conditions, as set forth in this RFP, must include the exceptions and/or additions with the proposal response. Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. Ogden School District reserves the right to negotiate or refuse any exceptions and/or additions.

STANDARD CONTRACT TERMS AND CONDITIONS

This Standard Contract Terms and Conditions ("contract") is entered into this 18th day of March 2022, by and between the Ogden City School District ("DISTRICT") and _____ ("CONTRACTOR"). For the purposes of this contract DISTRICT and CONTRACTOR may be referred to collectively by the term "parties".

The CONTRACTOR agrees to perform services and/or provide materials set forth in RFP 22-007 - E-Rate Access Point Support Renewal. CONTRACTOR shall not commence with the performance of services until such time as DISTRICT notifies CONTRACTOR to proceed.

Fees for services and/or materials will be based on the cost proposal submitted by CONTRACTOR as part of the bid process for RFP 22-007 - E-Rate Access Point Support Renewal. A copy of the cost proposal shall be attached to and become a part of this contract.

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1. **AUTHORITY**: Provisions of this contract are pursuant to the authority set forth in Utah Code § 63G - 6a Utah Procurement Code; as amended, Utah Administrative Code R33, Administrative Services, Purchasing and General Services, and/or Ogden City School District's Purchasing and Procurement Policy; and related statutes which govern DISTRICT'S purchase of good and services.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, & VENUE**: 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 breach thereof. Venue shall be in Ogden City, in the Judicial Court for Weber County.

3. **LAWS AND REGULATIONS**: CONTRACTOR and any and all supplies, services and equipment furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including licensure and certification requirements.

4. **RECORDS ADMINISTRATION**: CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for payments made to CONTRACTOR for costs authorized by this contract. These records shall be retained by 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. CONTRACTOR agrees to allow DISTRICT, State, and Federal auditors and DISTRICT staff, access to all records to this contract for audit, inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM"**: The Status Verification System, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids or to the Multiple State Bids.

   5.1. **Status Verification System**

      5.1.1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named CONTRACTOR has registered and is participating in the Status Verification System to verify the work eligibility status of the CONTRACTOR'S new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA § 63G-12-302.

5.1.2. CONTRACTOR shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA § 63G-12-302 and to comply with all applicable employee status verification laws. Such an affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

5.1.3. DISTRICT will not consider a proposal for award, nor make any award where there has not been compliance with this section.

5.1.4. Manually or electronically signing the Proposal is deemed CONTRACTOR'S certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA § 63G-12-302.

5.2. **Indemnity Clause for Status Verification System**

5.2.1. CONTRACTOR (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, DISTRICT and its officers, employees, agents, representatives and any one the DISTRICT may be liable to, against any claim, damages or liability arising out of or resulting from violations of Section 5 of this Contract whether violated by employees, agents, or contractors of the following; (a) CONTRACTOR; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the CONTRACTOR or Subcontractor may be liable.

5.2.2. Notwithstanding Section 5.2.1 above, Design Professionals or Designers under direct contract with DISTRICT shall only be required to indemnify DISTRICT for a liability claim that arises out of the Design Professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the Design Professional shall be required to indemnify the DISTRICT in regard to subcontractors or sub consultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

6. **CONFLICT OF INTEREST**: CONTRACTOR represents that none of its officers or employees are officers or employees of the DISTRICT, unless disclosure has been made in accordance with U. C. A. § 67-18.

7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR**: CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind DISTRICT to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for DISTRICT, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to CONTRACTOR by DISTRICT. CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from DISTRICT for these contract services. Persons employed by DISTRICT and acting under the direction of the DISTRICT shall not be deemed to be employees or agents of CONTRACTOR.

8. **INDEMNITY CLAUSE**: CONTRACTOR agrees to indemnify, save harmless, and release DISTRICT, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from DISTRICT'S sole negligence. The parties agree that if there are any Limitations of CONTRACTOR'S Liability, including a limitation of liability for anyone for whom CONTRACTOR is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

9. **EMPLOYMENT PRACTICES CLAUSE**: 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 discriminiation 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, CONTRACTOR agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

10. **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.

11. **RENEGOTIATION OR MODIFICATIONS**: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.

12. **DEBARMENT**: CONTRACTOR certifies that neither it nor its principals are presently nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If CONTRACTOR cannot certify this statement, attach a written explanation for review by the DISTRICT. CONTRACTOR must notify the District Director of Purchasing within 30 days if debarred by any governmental entity during the contract period.

13. **TERMINATION**: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, for cause by either party, in advance of the specified termination date, upon written notice being given 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 the date of termination.

14. **NON-APPROPRIATION OF FUNDS**: CONTRACTOR acknowledges that the DISTRICT cannot contract for the payment of funds not yet appropriated by the Utah State Legislature, Utah State Board of Education or District Board of Education (BOARD). If the DISTRICT becomes subjected to a legislative change, revocation of statutory authority, lack of appropriated funds or availability of funds which would render CONTRACTOR'S delivery or performance under the contract impossible, or unnecessary, this contract will be terminated, either in whole or in part. If funding to DISTRICT is reduced due to an order by the Legislature or Governor, or is required by State Law, or if federal funding (when applicable) is not provided, or required any return or "give-back" of funds required for DISTRICT to continue payments, or if the BOARD mandates any cuts or holdbacks in spending, DISTRICT may terminate this contract or proportionately reduce the services and purchases of obligations and the amount due from the DISTRICT upon 30 days written notice. Where funding is controlled entirely by DISTRICT, before discontinuing funding, DISTRICT, at its discretion, will make efforts to; a) identify other goods/services that perform substantially the same functions; b) identify if any funding is available through a reallocation or reprogramming of other appropriated or non-appropriated funds, and c) make its best efforts to request and secure such funds from the appropriate entities (collectively, a "Non-Appropriation"). If a Non-Appropriation occurs, DISTRICT shall remit all amounts due to CONTRACTOR through the date of termination. DISTRICT shall not be in default under this contract for nonpayment and will not be liable for any future commitments, penalties, or liquidated damages.

15. **SALES TAX EXEMPTION**: DISTRICT's sales and use tax exemption number is 12057251-002-STC. The tangible personal property or services being purchased are being paid from DISTRICT funds and used in the exercise of that

entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of DISTRICT, unless otherwise stated in the contract.

16. **WARRANTY (This paragraph is NOT applicable to architect, engineering, and construction service providers.)** CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to DISTRICT under this contract for a period of one (1) year, unless otherwise specified and mutually agreed upon elsewhere in this contract. CONTRACTOR 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, 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 DISTRICT has relied on CONTRACTOR'S skill or judgment to consider when it advised 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 DISTRICT has not been warned. Remedies available to DISTRICT include the following: CONTRACTOR will repair or replace (at no charge to DISTRICT) the product whose nonconformance is discovered and made known to CONTRACTOR in writing. If the repair and/or replaced product proves to be inadequate, or fails of its essential purpose, 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 DISTRICT may otherwise have under this contract.

17. **INSURANCE**: CONTRACTOR must carry insurance with policy limits no less than $1,000,000 per incident and $3,000,000 in aggregate. CONTRACTOR must provide proof of insurance to DISTRICT and must add DISTRICT as an additional insurance with notice of cancellation.

18. **PUBLIC INFORMATION**: CONTRACTOR agrees that the contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. CONTRACTOR gives DISTRICT express permission to make copies of the contract, related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except as for sections identified in writing and expressly approved by DISTRICT'S Purchasing Department, CONTRACTOR also agrees that CONTRACTOR'S response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. Permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information or similar notation.

19. **DELIVERY**: Unless otherwise specified in this contract, all deliveries will be F. O. B. destination with all transportation and handling charges paid by CONTRACTOR. Responsibility and liability for loss or damage will remain with CONTRACTOR until final inspection and acceptance when responsibility will pass to DISTRICT except as to latent defects, fraud and CONTRACTOR'S warranty obligations.

20. **ORDERING AND INVOICING**: All orders will be shipped promptly in accordance with the delivery schedule. CONTRACTOR will promptly submit invoices (within 30 days of shipment or delivery of services) to DISTRICT. DISTRICT contract number and/or release number shall be listed on all invoices, freight tickets, and correspondence relating to the contract orders. Prices paid by DISTRICT will be those prices listed in the contract. DISTRICT has the right to adjust or return any invoices reflecting incorrect pricing or upon which DISTRICT contract number and/or release number is not listed.

21. **PROMPT PAYMENT DISCOUNT**: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. CONTRACTOR shall list payment discount terms on invoices. The prompt payment discount will apply to payments made with DISTRICT Purchasing or Travel Card (major credit card); and checks. The date from which discount time is calculated will be

the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. **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. After 60 days from the date a correct invoice is received by the appropriate DISTRICT official, CONTRACTOR may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus 2%, computed similarly as the requirements of U.C.A. § 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to CONTRACTOR will be remitted by mail, electronic funds transfer, or DISTRICT Purchasing Card (major credit card).

23. **PATENTS, COPYRIGHTS, ETC.**: CONTRACTOR will release indemnity and hold DISTRICT, its officers, agents and employees harmless from liability of any kind or nature, including CONTRACTOR'S use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention or appliance furnished or used in the performance of this contract.

24. **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 DISTRICT.

25. **DEFAULT AND REMEDIES**: Any of the following events will constitute cause for DISTRICT to declare CONTRACTOR in default of this contract: 1) nonperformance of contractual requirements; 2) material breach of any term or condition of this contract. DISTRICT will issue a written notice of default providing a ten (10) day period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR'S liability for damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, DISTRICT may do one or more of the following: 1) exercise any remedy provided by law; 2) terminate this contract and any related contracts or portions thereof; 3) impose liquidated damages, if liquidated damages are listed in the contract; 4) suspend CONTRACTOR from receiving future solicitations.

26. **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. DISTRICT may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

27. **PROCUREMENT ETHICS**: CONTRACTOR understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the DISTRICT is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the DISTRICT, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization. (U.C.A. § 63G-6a-2304.5).

28. **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 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) Attachment a: District Standard Contract Terms and Conditions; 2) District Contract Signature page(s); 3) District Special Terms and Conditions; 4) Contractor Terms and Conditions.

29. **ENTIRE AGREEMENT**: This agreement, including all Attachments and documents incorporated hereunder, and the related DISTRICT 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 CONTRACTOR'S work plans, cost estimate forms, receiving tickets, or any other related standard forms or documents 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 initiated by a representative of DISTRICT. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

By signing below, you agree to the above listed terms and conditions.

_____ _____

Signature of Vendor Representative Date

_____

Title

_____ _____

Signature of Ogden City School District Representative Date

_____

Title

STANDARD CONTRACT TERMS AND CONDITIONS

RFP 22-007 - E-Rate Access Point Support Renewal

COST PROPOSAL / FEE SCHEDULE

CLAIM OF BUSINESS CONFIDENTIALITY

Pursuant to Utah Code Annotated § 63-2-302(1) and (2), and in accordance with § 63-2-308, _____ (Company Name) asserts a claim of business confidentiality to protect the following information submitted as part of a Request for Proposal.

This claim is asserted because this information requires protection as it includes:

- ❑ trade secret as defined in section 13-24-2 ("Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that; (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy).

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

This statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

Page	Paragraph	Reason

Please use additional sheets if needed.

CLAIM OF BUSINESS CONFIDENTIALITY

You will be notified if a record claimed to be protected herein under Utah Code Annotated § 63-2-304(1) or (2) is classified public or if the governmental entity determines that the record should be released after balancing interests under Utah Code Annotated § 63-2- 201(5)(b) or Utah Code Annotated § 63-2-401(6). See Utah Code Annotated § 63-2-308.

_____ _____

Signature of Company Representative Date

_____

Printed Name and Title