

Solicitation 10-303

Football Field Lighting at Taylorsville High



Granite School District

Bid 10-303

Football Field Lighting at Taylorsville High

Bid Number 10-303
Bid Title Football Field Lighting at Taylorsville High

Bid Start Date Aug 19, 2009 10:35:07 AM MDT
Bid End Date Sep 2, 2009 3:00:00 PM MDT
Question & Answer End Date Aug 27, 2009 12:00:00 PM MDT

Bid Contact Dean A. Pope
Buyer / Manager
Purchasing
385-646-4563
dapope@graniteschools.org

Contract Duration One Time Purchase
Contract Renewal Not Applicable
Prices Good for 60 days

Bid Comments Furnish and deliver (price must include freight and off-load from truck).
Musco Light Structure Green or equal.
Two 70 foot metal poles.
Two 80 foot metal poles.
28 light fixtures (total) with 5,000 hour, 134,000 lumen lamps included.
Must sufficiently light a 360'X160' football field and withstand 85mph wind.
Average kW consumption must be 50.05 or less.
Average constant light levels, 30 footcandles.
Low field perimeter (spill) light.
25 year warranty.
Equipment must be on-site in 4-6 weeks from PO date.

Item Response Form

Item 10-303-1-01 - Field Lighting
Quantity 1 lump sum
Unit Price
Delivery Location Granite School District
TAYLORSVILLE HIGH
5225 S. REDWOOD ROAD
TAYLORSVILLE UT 84123
Qty 1

Description
Furnish, deliver and off-load field lighting equipment as per specifications listed in Bid Comments section.



Purchasing Department Invitation to Bid

2500 South State Street, Salt Lake City, Utah 84115-3110

Legal Company Name (include d/b/a if applicable) 		Federal Tax Identification 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)		Days Required for Delivery After Receipt of Order (see attached for any required minimums) 	
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 FOR BID - INSTRUCTIONS AND GENERAL PROVISIONS

1. ADMINISTRATIVE AUTHORITY: The administration of this purchasing process is conducted by the Granite School District Purchasing Department. No Granite School District Board Member or employee should be contacted in regards to this solicitation other than those listed herein. Such contact may result in the disqualification of your bid.

2. SUBMITTING THE BID: (a) The Granite School District Purchasing Department (DEPARTMENT) allows for 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 Granite School District 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 DEPARTMENT in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Granite School District Purchasing Department, 2500 South State Street, Salt Lake City, UT 84115 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 DEPARTMENT. (d) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Granite School District Procurement Policy, section 3-109. (e) Facsimile transmission of bids to DEPARTMENT will not be considered.

3. 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 DEPARTMENT. If the supplier 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 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. (e) Unless specifically provided for elsewhere in this bid, multiple or alternate bids will not be accepted. (f) Provide information on local availability of parts and service for all items bid and service literature to allow for in-house maintenance and repairs. (g) Bids will not be accepted from vendors who require assignment of payment to another agent. Note: Granite School District will only pay the vendor named on the order. Granite School District will not deal with a factor or make payment to such.

4. 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 DEPARTMENT 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.

5. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

6. 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" 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 DEPARTMENT and may be returned only at the DEPARTMENT's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DEPARTMENT.

7. SAMPLES: Samples of item(s) specified in this bid, when required by DEPARTMENT, must to be furnished free of charge to 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.

8. 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 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 or 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 Granite School 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 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://www.graniteschools.org/C5/TabulationsAwards/default.aspx> (i) Multiple contracts may be awarded if the DEPARTMENT determines it would be in its best interest. (j) The Board of Education reserves the right to purchase such brands as it desires, irrespective of price.

9. DEPARTMENT APPROVAL: Purchase orders placed, or contracts written, with Granite School District, as a result of this bid, will not be legally binding without the written approval of the director of the DEPARTMENT.

10. 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 DEPARTMENT.

11. 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. Granite School District also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All Granite School District purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Granite School District Procurement policies as amended by the Granite School District Board of Education on December 9, 1997. These are available on the Internet at www.purchasing.utah.gov and <http://www.graniteschools.org/C6/Policy/default.aspx>.

(Revision: 06.17.09 - IFB Instructions)

GRANITE SCHOOL DISTRICT | DEPARTMENT OF PURCHASING
2500 South State Street, Salt Lake City, Utah 84115-3110 Telephone (801) 646-4518, Fax (801) 646-4209

PURCHASE ORDER CONTRACT: TERMS AND CONDITIONS

ACCEPTANCE OF THIS PURCHASE ORDER BINDS THE CONTRACTOR TO ALL THESE TERMS AND CONDITIONS AND ALL THE TERMS, CONDITIONS AND PROVISIONS INCLUDED IN THE SOLICITATION THE DEPARTMENT OF PURCHASING OFFERED RELATING TO THIS PURCHASE ORDER.

1. **AUTHORITY:** Provisions of this Purchase Order are pursuant to the authority set forth in the Utah Procurement Code, 63G-6, Utah Code Annotated (U.C.A.) 1953, as amended, and the Granite School District Procurement policies as amended by the Granite School District Board of Education on December 9, 1997. Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Purchase Order shall be governed by the laws of State of Utah. The parties will submit to the jurisdiction of the courts of State of Utah for any dispute arising out of this Purchase Order or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **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 for at least four years. The Contractor agrees to allow State and Federal auditors, and Granite School District 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.

4. **CONFLICT OF INTEREST AND PROCUREMENT ETHICS:** The Contractor represents that none of its officers or employees are officers or employees of Granite School District of Utah, unless disclosure has been made in accordance with 67-16-8, U.C.A., 1953, as amended. Further, Contractor certifies that it has not offered or given any gift or compensation prohibited by 67-16-5, U.C.A., 1953, as amended, to any officer or employee of Granite School District of Utah to secure favorable treatment with respect to being awarded this Purchase Order.

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

6. **INDEMNITY:** The Contractor agrees to indemnify, save harmless, and release Granite School District 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 negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from Granite School District's sole negligence. Nothing in this Agreement shall be deemed as a waiver by any party of the defenses, rights or protections provided by the Utah Governmental Immunity Act (Utah Code Ann. '63G-7-101 et. seq.) nor shall this Agreement be construed with respect to third parties as a waiver of any governmental immunity to which Granite School District is otherwise entitled.

7. **EQUAL OPPORTUNITY 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 workplace. Contractor must include this provision in every subcontract or purchase order relating to purchases by Granite School District of Utah to insure that the subcontractors and vendors are bound by this provision.

8. **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.

9. **CANCELLATION OR REVISION:** This Purchase Order may be changed, revised or canceled only by the Division of Purchasing giving written notice to the Contractor.

10. **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 Granite School District. The Contractor must notify Granite School District Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

11. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that Granite School District cannot contract for the payment of funds not yet appropriated by the Granite School District Board of Education. If funding to Granite School District 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, Granite School District may terminate this contract or proportionately reduce the services

and purchase obligations and the amount due from Granite School District upon 30 days written notice. In the case that funds are not appropriated or are reduced, Granite School District will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and Granite School District will not be liable for any future commitments, penalties, or liquidated damages.

12. SALES TAX EXEMPTION: Granite School District of Utah's sales and use tax exemption number is 11792902023STC. 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 this government entity, unless sales tax is included as a separate line item on this purchase order.

13. 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 Granite School District 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 Granite School District has relied on the Contractor's skill or judgment to consider when it advised Granite 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 Granite School District has not been warned. Remedies available to Granite School District include the following: The Contractor will repair or replace (at no charge to Granite School District) 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 Granite School District may otherwise have under this contract.

14. PUBLIC INFORMATION: Contractor agrees that the Purchase Order, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives Granite School District express permission to make copies of the Purchase Order, related Sales Orders, Invoices, and the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

15. DELIVERY: Orders must be shipped directly to ordering agency at the address listed on P.O. Shipments must be made in accordance with the item(s) as described and priced on this order. Also, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order. UNLESS INDICATED OTHERWISE, ALL ORDERS MUST BE SHIPPED PROMPTLY (WITHIN 5 WORKING DAYS), UPON RECEIPT OF ORDER. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to Granite School District except as to latent defects, fraud and Contractor's warranty obligations.

16. PRICING AND INVOICING: Prices to be paid for item(s) ordered are the prices listed on this Purchase Order, which include all shipping and delivery charges, unless otherwise described on this order. CONTRACTOR WILL, AFTER DELIVERY, PROMPTLY SUBMIT A CORRECT INVOICE (WITHIN 30 DAYS OF SHIPMENT OR DELIVERY OF SERVICES) TO GRANITE SCHOOL DISTRICT ACCOUNTS PAYABLE OFFICE. Contractor agrees that Granite School District has a right to adjust or return any invoice that reflects incorrect pricing. The Purchase Order number shall be listed on all invoices, freight tickets, and correspondence relating to the Purchase Order. Unless otherwise specified, payment terms shall be Net 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. Where prompt payment discounts apply, the period for computing a discount shall begin on the date a correct invoice, including any adjustment for damage or incomplete shipment, is received by Granite School District. Discount will be taken on the total amount of the invoice. All payments to the Contractor will be remitted by mail unless paid by Granite School District's Purchasing Card (major credit card).

17. PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold Granite School District, 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.

18. DEFAULT AND REMEDIES: Any of the following events will constitute cause for Granite School District 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. Granite School 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, Granite School District may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Contract; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

19. 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. Granite School District may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

20. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and expressly approved in

writing by Granite School District Director of Purchasing. 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. Granite School District Purchase Order Standard Terms and Conditions; 2. Granite School District Additional Terms and Conditions; 3. Contractor Terms and Conditions, if applicable.

(Revision date: 06.05.09)



SOLICITATION NO. 10-303

Football Field Lighting at Taylorsville High

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RESPONSES ARE DUE PRIOR TO:

Sep 2, 2009 3:00:00 PM MDT

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RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

Granite School District
Purchasing Department
2500 South State Street
Salt Lake City, UT 84115

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Question and Answers for Bid #10-303 - Football Field Lighting at Taylorsville High

OVERALL BID QUESTIONS

Question 1

- 1) 25 year warranty for what items? Lamps will not last that long. Poles may have wear and tear during the 25 years, and the fixtures may not also last for 25 years.
- 2) Do you need the poles designed to accommodate seven (7) fixtures/lamps each?
- 3) Installation is not required. Please confirm.
- 4) Do you want the bidder to show the design? (Submitted: Aug 25, 2009 4:03:33 PM MDT)

Answer

- 1. Covering the entire system for 25 years. Warranty shall guarantee light levels, lamp replacements, system energy consumption, spill light control and structural integrity. Warranty may exclude fuses, storm damage, vandalism abuse and unauthorized repairs or alterations.
- 2. Galvanized steel poles and cross arm assembly engineered to meet field lighting and energy requirements.
- 3. Confirmed – No installation
- 4. Yes (Answered: Aug 26, 2009 7:03:49 AM MDT)

Question Deadline: Aug 27, 2009 12:00:00 PM MDT