

# OGDEN CITY CORPORATION REQUEST FOR BID

## SOPHOS CENTRAL INTERCEPT

Ogden City Corporation is accepting sealed bids for the furnishing of a 12-month Sophos Central Intercept Solution.

Bid information and bid sheet may be downloaded (pdf format), free of charge, from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Bidders are responsible for securing any and all addenda issued.

Two copies of the sealed bid shall be submitted to: Ogden City Purchasing, c/o the Information Desk at the 1st floor of the Municipal Building located at 2549 Washington Blvd. Ogden, Utah 84401 by **May 18, 2022, no later than 11 AM**, at which time they will be opened and read aloud at the 7<sup>th</sup> Floor Conference Room. **LATE BIDS WILL NOT BE ACCEPTED.**

Ogden City reserves the right to accept or reject any bid that best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from local, women and minority owned businesses and other disadvantaged business enterprises.

**PUBLISHED:** April 30 & May 7, 2022



## OGDEN CITY CORPORATION REQUEST FOR BID

### SOPHOS CENTRAL INTERCEPT

**Date:** April 28, 2022

Ogden City Corporation is accepting sealed bids for the furnishing of item(s) described below.

#### Bid Details:

**Items to be quoted:** Central Intercept X Advanced with XDR and MTR Advanced

**Product:** MUAJ1GTAA

**Quantity:** 840

**Specifications:** 500-999 USERS

**Items to be quoted:** RENEWAL- GOV Central Intercept X Advanced for Server with XDR and MRT Advanced

**Product:** MVAHIGTAA

**Quantity:** 140

**Specifications:** 100-999 SERVERS

**Delivery:** Quote FOB Ogden - Monday-Friday 8:00 am – 5:00 pm

**Location:** Ogden City Municipal Building  
2549 Washington Blvd.  
ATTN: IT Division  
Ogden, UT 84401

### **Important Information:**

- Pursuant to Ogden City administrative policy 1210-3, the standardization of this IT purchase will allow for consistent staff training and support services. Therefore, there will be no alternative bid / item that will be accepted.
- This is a single award purchase contract.
- There will NOT be a pre-bid conference.
- Submit sealed bids in one envelope and mark the title of the bid/project on the envelope. Bid shall be considered valid for 6 months.

### **General Terms & Conditions:**

Vendors providing goods or services to the Ogden City ("City") acknowledge that by delivering such goods or services they agree to the following terms and conditions. Should a formal contract be executed between City and the Vendor ("Vendor") whether as a result of a formal bid or not, the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

1. **ACCEPTANCE:** Acceptance of this Purchase Order, including the terms and conditions set forth herein, shall constitute the formation of a binding and enforceable contract between City and Vendor. City hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by City. Vendor's action in (a) accepting this order, (b) delivering materials or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.
2. **INSURANCE:** All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.
3. **PACKING SLIPS** or other suitable shipping documents shall accompany each shipment and shall show; Vendor company name and address, name and address for

City Department to which shipment is being made, City Purchase Order Number and descriptive information as to the items delivered.

A City Purchase Order must be obtained by Vendor before order fulfillment takes place.

4. INVOICES submitted for payment shall be addressed to Ogden City, Accounts Payable Dept., 2549 Washington Blvd 5 th Floor, Ogden City, UT 84401 and shall reference the City approved Purchase Order number.

5. TAXES: City is tax exempt, license number 11912436-002-STC. Invoices shall not include sales tax.

6. PAYMENT: Payment will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later. City will not be liable to pay late fees or interest.

7. CHANGES/QUANTITIES: No changes may be made to this order without written authorization from City's purchasing representative. Exact quantities ordered should be shipped, except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.

8. BACK ORDERS: All back orders must be approved by City's Purchasing Department. If orders cannot be timely delivered, Vendor shall immediately advise City in writing.

9. QUALITY CONTROL: Goods supplied as a result of this Purchase Order shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at Vendor's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

10. WARRANTY: Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

11. PATENTS: Upon acceptance of this order, Vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringements, copyrights, or sale franchises arising out of this order.

12. SHIPPING: All prices must be F.O.B. destination. No boxing or packing charges will be allowed by City unless specifically authorized on the face of this order.
13. RISK OF LOSS: Risk of loss, damage, or destruction of materials covered by this order, regardless of F.O.B. point, shall be and remain with Vendor until the goods are delivered to the destination set out in the order and accepted by City.
14. DELIVERIES: Delivery shall not be made to any place other than the destination indicated on the Purchase Order.
15. CANCELLATIONS: City reserves the right to cancel purchase orders for failure on the part of Vendor to deliver as promised, or within a reasonable time if no delivery commitment is made, unless acceptable notification of delay is given to City by Vendor.
16. LIABILITY: Any person, firm or corporation performing services pursuant to this Purchase Order shall be liable for all damages incurred while in performance of such services. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either party hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.
17. APPLICABLE LAW: This Purchase Order shall be interpreted and enforced according to the provisions of Utah Law, and Vendor shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations.

**ADDITIONAL INFORMATION:**

1. Ogden City welcomes and encourages bids from local, women and minority owned businesses and other disadvantaged business enterprises. Ogden City reserves

the right to cancel or modify this request for bids. There is no guarantee that Ogden City will place the requested goods/services under contract.

2. All costs related to the preparation of bids and any related activities are the sole responsibility of the offeror. No reimbursement will be made by Ogden City for any costs incurred in preparing bids.

3. The City reserves the right to issue contracts to multiple vendors.

4. Ogden City reserves the right to accept or reject this bid or split any portion thereof or call for new bids if their interest or convenience is better by such a course. If any of the above terms are not acceptable to the bidder, it is the bidder's responsibility to so state in writing.

5. Contact Information – If you have questions regarding this RFB:

Technical questions should be directed to Andy Lefgren at 801-629-8724.

Other inquiries should be directed to the Purchasing Office via phone 801-629-8742 or email [purchasing@ogdencity.com](mailto:purchasing@ogdencity.com)

Question and answer period ends on May 13, 2022, at 3 PM.

6. Bid Submission: **May 18, no later than 11 AM**; two (2) copies of the bid and all required documentation shall be submitted in one sealed envelope. On the envelope, indicate your company's name and the RFB name "SOPHOS CENTRAL INTERCEPT SOLUTION"

If the bid is submitted by mail or other delivery service, it must be addressed to the Purchasing Office, 2549 Washington Blvd, Suite 510, Ogden UT 84401. It must be received prior to the submission deadline.

The bid may also be hand-carried to the 1st Floor Information Desk (west entrance of the building) at the same address. **LATE BIDS WILL NOT BE ACCEPTED.**

No facsimile or email transmittals will be accepted.

It is the sole responsibility of those responding to this RFB to ensure that their submittal is made to the correct location and in compliance with the stated date and time. City offices are closed on holidays.

Once submitted, all bids, including attachments, supplementary materials, addenda, etc. become the property of the City and will not be returned to the offeror. These are considered public records unless protected within [Utah Code 63G-2-1](#).

7. Bid Opening: Bids will be opened and read aloud shortly after the bid deadline at the 7<sup>th</sup> Floor Conference room of the Municipal Building. Bid results will be published on the City's webpage shortly after bid opening - <https://www.ogdencity.com/264/Purchasing>

<b>OGDEN CITY CORPORATION</b> <b>REQUEST FOR BID FORM</b> <u>SOPHOS CENTRAL INTERCEPT SOLUTION</u>			
<b>BID DEADLINE: May 18, 2022; No later than 11 AM</b> <b>LATE or FAXED BIDS WILL NOT BE ACCEPTED</b>			
Quote Price ( <b>FOB OGDEN, UTAH OUR DOCK</b> ): Ogden City Municipal Building 2549 Washington Blvd. Ogden, UT 84401		Bid will be honored until: Six (6) Months from Bid Deadline	
Delivery Date: <b>TBD</b>		Discount Terms: <b>NET 30</b>	
Company:		Phone:	
Ordering Address:		City:	State:
Type or Print Name:		Email Address:	
Authorized Representative's Signature:		Position or Title:	
	<b>PRODUCT DESCRIPTION</b>	<b>Unit Price</b>	<b>Total Price</b>
Qty 840	<b>MUAJ1GTAA</b> Central Intercept X Advanced with XDR and MTR Advanced 500-999 USERS	\$ _____	\$ _____
Qty 140	<b>MVAHIGTAA</b> RENEWAL- GOV Central Intercept X Advanced for Server with XDR and MRT Advanced 100-999 SERVERS	\$ _____	\$ _____
			<b>Grand Total Price</b> \$ _____



## ADDENDA ACKNOWLEDGEMENT

If applicable, enter below the date(s) an addendum was issued to this RFB.

Receipt of the following addenda is hereby acknowledged:

1.(Date) \_\_\_\_\_

2.(Date) \_\_\_\_\_

### **Bidder Information:**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Firm's Name

\_\_\_\_\_  
Authorized Signature