

Claim of Business Confidentiality

Pursuant to Utah Code Ann., Sections 63G-2-304-305 and 308, Horizon Software International, LLC asserts a claim of business confidentiality to protect the following information submitted as part of a response to a Request for Proposal or Invitation for Bids.

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

trade secrets 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 finance 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 or bid:

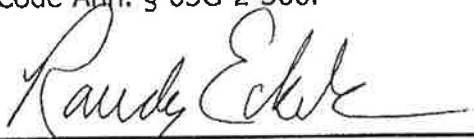
| Page | Paragraph | Reason |
|---------------|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pages 4 - 12 | Section 3.02 in its entirety | This information is defined as a Trade Secret because it details the software architecture, the specific processes used to accomplish tasks within the software, etc. and it would be considered harmful if released to a competitor of Horizon. |
| Pages 75 - 78 | Sample Project Plan Section | This information is defined as a Trade Secret because it details the unique internal processes utilized to implement our solution, and further it would be considered harmful if released to a competitor of Horizon. |
| Page 89 | Data Flow Overview | This information is defined as a Trade Secret because it details the overall system schematics for the Horizon system, and it would be considered harmful if released to a competitor of Horizon. |
| Insert at End | Sample Reports | This information is defined as a Trade Secret because it details the specific proprietary reports that can be produced from the Horizon software, and it would be considered harmful if released to a competitor of Horizon. |

Please use additional sheets if needed.

If you do not identify specific information as being confidential, it will be assumed that your response contains non confidential information and may become subject to public disclosure.

You will be notified if a record claimed to be protected herein under Utah Code Ann. § 63G-2-305 or 305 are classified public or if the governmental entity determines that the record should be released after balancing interests under Utah Code Ann. § 63G-2-201(5)(b) or Utah Code Ann. § 63G-2-401(6).

See Utah Code Ann. § 63G-2-308.

Signature 

Date 2-28-13

Printed Name and Title **RANDY ECKELS PRESIDENT**

Non-Discrimination Statement: The Salt Lake City School District does not discriminate on the basis of age, color, disability, gender, gender identity, national origin, pregnancy, race, religion, or sexual orientation in its programs and activities, except where appropriate and allowed by law. The following person has been designated to handle inquiries and complaints regarding prohibited discrimination, harassment, and retaliation: Kathleen Christy, Assistant Superintendent, 440 East 100 South, Salt Lake City, UT 84111, 801-578-8251. You may also contact the Office for Civil Rights, Denver, CO, 303-844-5600.

RFP CERTIFICATION FORM

Attachment A

CERTIFICATION OF PROPOSAL

We have read the Salt Lake City School District Request for Proposals and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the proposal requirements. We further understand that our ability to meet the criteria and provide the required services/product shall be judged solely by the Salt Lake City School District.

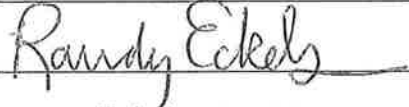
We further certify that, since the receipt of this RFP, no contact, discussion, or negotiation have been made nor will be made regarding this request with any Salt Lake City School District employee or board member other than the listed contact people in the RFP. We understand that any such contact could disqualify this proposal.

We further certify that we are properly licensed to conduct business within the scope of this RFP, in the State of Utah.

We certify that all schedules and addenda contained herein shall be considered part of the entire RFP response and that the complete document submitted shall be considered a legally binding document.

Submitted by: Corey Marcel

Firm Name: Horizon Software International, LLC

Authorized Signature: 

Name and Title: Randy Eckels, President

Telephone #: 800-741-7100

Date: January 15, 2013

Purchase Order

Terms and Conditions

The following terms and conditions and any specifications, drawings, and additional terms and conditions which may be incorporated by reference or appended hereto are part of this purchase order. By accepting this order or any part thereof, the Seller agrees to and accepts all terms and conditions. See the district web site for additional Terms and Conditions at <http://www.slcschools.org/departments/purchasing/>.

- 1. Acknowledgment:** There is no acknowledgment copy of this purchase order. Any discrepancies in price, quantities, items or delivery, must be phoned to the cognizant buyer at our Purchasing Department within 48 hours of your receipt of this purchase order.
- 2. Authority:** Provisions of this contract are pursuant to the authority set forth in 63G-6a, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes and Salt Lake City School District Board policies which permit the Salt Lake City School District (District) to purchase certain specified services, and other approved purchases for the District: Administrative Procedures Relating to Board Policy F2.
- 3. Cancellation or Revision:** "This Purchase Order may be changed, revised or canceled only by the Purchasing Department giving written notice to the Supplier."
- 4. Contract Jurisdiction, Choice of Law, and Venue:** The 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 the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 5. Conflict of Terms:** "Contractor Terms and Conditions that apply must be in writing and expressly approved in writing by the 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. ---- School District Purchase Order Standard Terms and Conditions; 2. ---- School District Additional Terms and Conditions; 3. Contractor Terms and Conditions, if applicable."
- 6. District Furnished or Paid-for-Items:** All artwork, specifications, tools, equipment and other items furnished to the seller, or paid by the District shall a) remain the District's property, or upon acquisition by Seller, shall become District property; b) be safely kept by Seller in good and usable order; c) be promptly returned to District upon request.
- 7. Employee Status Verification:** The Contractor verifies that they are in compliance with the Utah Illegal Immigration laws including UCA 63G-12-302. The law makes it unlawful for a Utah employer to terminate a U.S. citizen and replace that individual with an undocumented worker hired after July 1, 2009. It also requires contractors who perform physical services within the State to register and participate in a Status Verification System, e-Verify, before entering into contracts with public employers. Contracts awarded through a request for proposal process require a clause mandating the prime and subcontractor to use an approved Status Verification System, i.e. E-Verify.
- 8. 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 the School District to insure that the subcontractors and vendors are bound by this provision.
- 9. Failure to Deliver:** In the event of the Seller's failure to deliver as and when specified, the District reserves the right to cancel this order or any part thereof without prejudice to its other rights, and Seller agrees that Buyer may return part or all of any shipment so made and may charge the Seller with any loss or expenses sustained as a result of such failure to deliver.
- 10. 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. The DISTRICT may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 11. Freight and Invoicing:** Excessive charges for incorrect description or from routing other than given on the Purchase Order will be charged to Seller's account. All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the District. The District purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the District will be those prices listed in the contract. The District has the right to adjust or return any invoice reflecting incorrect pricing.
- 12. Indemnity Clause:** The CONTRACTOR agrees to indemnify, save harmless, and release the 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 Purchase Order 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 the DISTRICT's sole negligence.
- 13. Patents, Copyrights, Etc.:** The Contractor shall release, indemnify and hold 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.
- 14. Rejections:** If any goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the order, in addition to any other right which it may have under warranties or otherwise, the District shall have the right to reject and return such goods with proper return authorization at Seller's expense. Such goods shall not be replaced without written authorization from the buyer.
- 15. Tax Exemption:** The Salt Lake City School District's sales and use tax exemption number is **11906942-005-STC**

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