**MAIL TO:**

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
FAX (801) 538-3882
http://www.purchasing.state.ut.us

# Request for Quotation

Solicitation Number: **EN3008**

Due Date: **08/20/02**

Date Sent: August 2, 2002

Goods and services to be purchased: **INSTALLATION OF BARRIER FREE C-6 CEILING LIFT FOR CAROUSEL**

## Please complete

| | | | |
|---|---|---|---|
| Company Name | | Federal Tax Identification Number | |
| Ordering Address | City | State | Zip Code |
| Remittance Address (if different from ordering address) | City | State | Zip Code |
| Type<br>☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government | Company Contact Person | | |
| Telephone Number (include area code) | Fax Number (include area code) | | |
| Company's Internet Web Address | 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) | | |

The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. Please review all documents carefully before completing.

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 |

**STATE OF UTAH**
**DIVISION OF PURCHASING &**
**GENERAL SERVICES**

# Request for Quotation

**Solicitation Number:** **EN3008**

**Due Date:** **08/20/02**

Vendor Name:

| Item# | Qty | Unit | Description | Unit Price | Extension |
|---|---|---|---|---|---|
| 001 | 1 | EA. | INSTALLATION OF BARRIER C-6 CEILING LIFT FOR CAROUSEL (OR EQUIVALENT)<br><br>UP & DOWN: 6 FUNCTION LIFT WHICH MOTORS UP AND DOWN<br><br>RIGHT & LIFT: LEFT AND RIGHT ALONG THE TRACK AND BACKWARD OF FORWARD BY USE OF A TRAVERSING TRACK OR CAROUSEL.<br><br>56" OF ALUMINUM TRACK; 2 EA. DOCKING (CHARGING) STATIONS; 1 EA. CAROUSEL; 3 EA. 90 DEGREE TURNS (1 WILL BE CUT TO 2 EA. 45"S); TRACK CONNECTION AND HARDWARE TO INSTALL; LABOR TO BLOCK CEILING FOR MANUFACTURE INSTALLATION; LABOR AND PAINTING TO RETURN ROOMS TO ORIGINAL CONDITION.<br><br>SEE ATTACHED DIAGRAM<br><br>ALL BIDDERS MUST VIEW SITE PRIOR TO BIDDING, CONSUMER AND BIDDER MUST SIGN FORM ED-1 TO BE RETURNED WITH BID.<br><br>CONSUMER: SASHA DAVIS, 95 NORTH 200 WEST, MANTI<br>PHONE: (435) 835-3700. | $ | $ |

**QUESTIONS ON SPECIFICATIONS CALL JANICE CHRISTENSEN AT (801) 538-7623.**
QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL EULA NEEL AT (801) 538-3145.
RX: 400 33000000003

**Ship To:** **MANTI UT**

## FREIGHT CHARGES (if applicable)

| | |
|---|---|
| SHIPPING POINT AND ZIP CODE | |
| SHIPPING WEIGHT | |
| MODE OF TRANSPORTATION (Please check one)<br><br>**Q** Small package/Ground **Q** LTL(Less than truck load) **Q** Truckload **Q** Air **Q** Other (Please specify)<br>NMFC Class # _____<br>NMFC Item # _____ | |
| TOTAL PRICE LESS FREIGHT (FOB Origin) | **$** |
| TOTAL PRICE INCLUDING FREIGHT (FOB Destination) | **$** |

## REQUEST FOR QUOTATION - INSTRUCTIONS AND GENERAL PROVISIONS

**1. QUOTATION PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item 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 quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) 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 Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the quote clearly states it is an alternate, and describes specifically how it differs from the item specified. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. (f) By signing the quotation the vendor 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. (g) This quote may not be withdrawn for a period of 60 days from quote due date. (h) Incomplete quotes may be rejected.

**2. SUBMITTING THE QUOTATION:** (a) The quote must be signed in ink and returned to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by due date and time. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) The state reserves the right to consider faxed quotes. Fax quotes are submitted at the sole option and risk of the vendor and must be responsive to all conditions and specifications included in the Request for Quotation (RFQ). Access to state facsimile machine is on a "first come first served" basis and the state does not guarantee the vendor's access to the machine at any particular time. (c) All prices quoted must be both F.O.B. Origin and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the quotation for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

**3. FAILURE TO RESPOND:** Failure to respond may result in the removal of your firm from the vendor's list for the commodity(s) listed.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their quote which is not to be disclosed to the public or used for purposes other than the evaluation of the quote. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any quote will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Quotes submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the vendor in an amount not to exceed the amount of the contract.

**6. SAMPLES:** Samples of item(s) specified in the RFQ, when required by DIVISION, must be furnished free of charge to DIVISION. Any items not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the vendor's expense.

**7. WARRANTY (including Year 2000):**
The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the State of Utah under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, **especially to ensure year 2000 compatibility and fitness,** (e) the product has been properly designed and manufactured, and (f) the product is free of significant defects or unusual problems about which the State has not been warned. In general, **"year 2000 compatibility and fitness"** means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2000, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2000, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations. If problems arise, the contractor will repair or replace (at no charge to the State) the product whose noncompliance is discovered and made known to the contractor in writing. If there is a Year 2000 problem, the contractor agrees to immediately assign senior engineering staff to work continuously until the product problem is corrected, time being of the essence. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract with respect to defects other than Year 2000 performance.

**8. DIVISION APPROVAL:** Purchase Orders placed, or contracts written, with the State of Utah, as a result of this RFQ, will not be legally binding without the appropriate signature of the DIVISION.

**9. AWARD OF CONTRACT:** (a) **This is an informal quotation which will not be read at a public opening;** however, the information may be publicly reviewed after award. To obtain a copy of this record (tabulation) you may either enclose a stamped self-addressed envelope, or review tabulation in our office. (b) The contract will be awarded with reasonable promptness, by written notice to the lowest responsible vendor 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 request for quotation. (c) The DIVISION may accept any item or group of items, or overall low quote. (d) The DIVISION has the right to cancel this request for quotation at any time prior to the award of contract. (e) The DIVISION can reject any and all quotes or waive any informality, or technicality in any quote received, if the DIVISION believes it would serve the best interest of the State. (f) Before, or after, the award of a contract the DIVISION has the right to inspect the vendor's premises and all business records to determine the holder's ability to meet contract requirements. (g) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount. (h) Utah has a reciprocal preference law which will to be applied against vendors quoting products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated. (i) Multiple contracts may be awarded if the State determines it would be in its best interest.

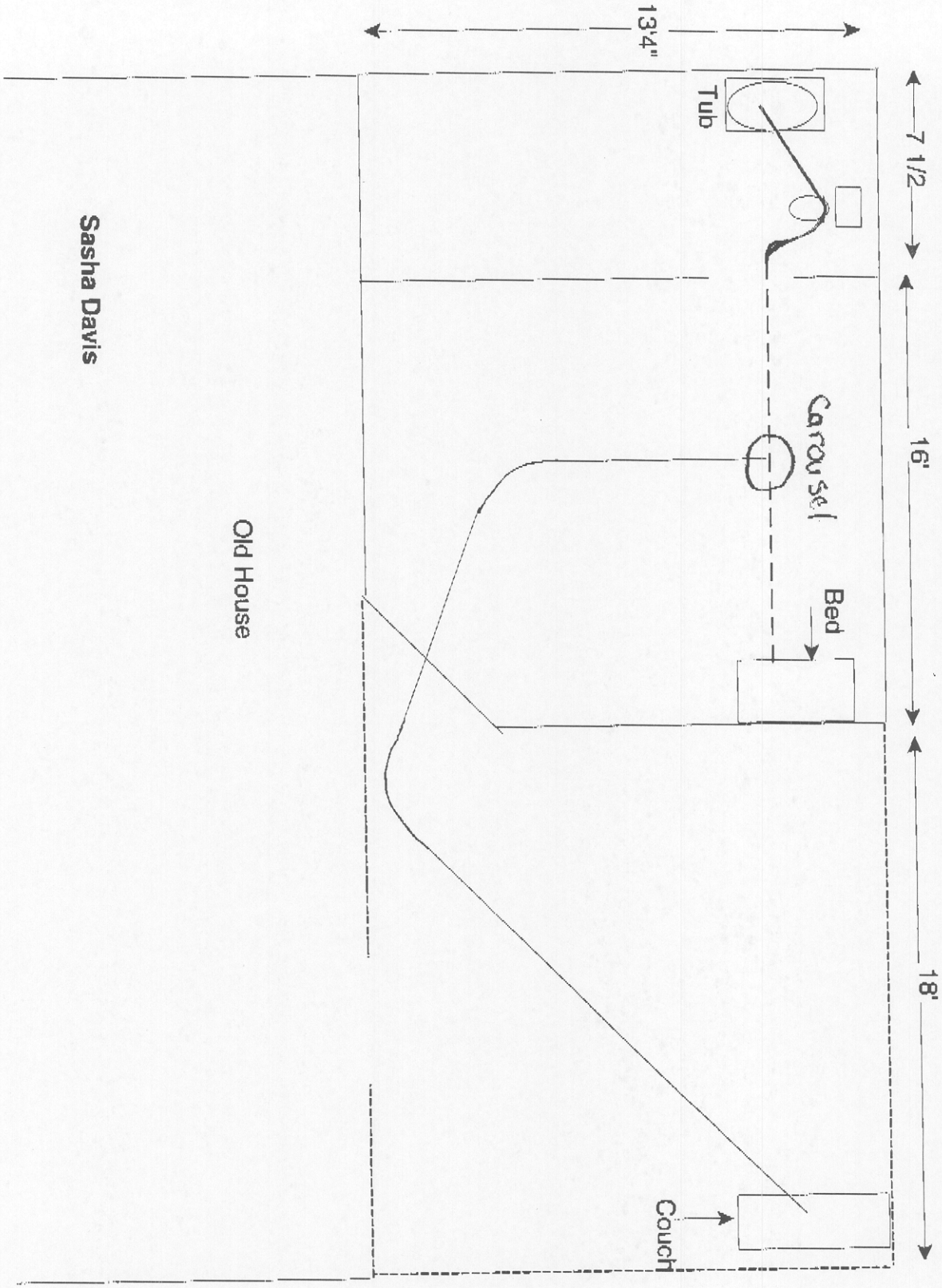
**10. ANTI-DISCRIMINATION ACT:** The vendor agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for 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 vendor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**11. 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 STATE.

**12. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.state.ut.us. (Revision April 1, 1999 - RFQ.Instructions)

RX 400 33-3

ORIGINAL



## ADDITIONAL TERMS AND CONDITIONS

**1.** Vendor assures that specifications will be met and delivery of product and/or service will be made in a timely manner.

**2.** Vendors must submit warranty information with their bids and demonstrate the ability to do repairs covered under warranty in a timely manner (must respond to requests within three days).

**3.** Vendors must comply with the 1997 Assistive Technology Warranty Act. For information on the Act call JeNeal Shaw at (801 538-7535, or Tom England at (801) 887-9388.

**4.** Vendors submitting bids on **equivalent equipment** must submit a complete list of specifications and brochure with their bid and must meet with the Independent Living/Vocational Rehabilitation consumer or their representative prior to bidding to assure the equipment/service meets the consumer's needs.

**5.** If permits are required a copy of the permit(s) must be submitted with vendor's invoice before payment will be made.

**6.** Vendor understands that after the consumer has received the device and/or service, appropriate measures will be taken to insure the device and/or service is what was ordered, that it is working correctly, and meets the needs of the consumer before the vendor's bill is approved for payment.

**I certify that I have read and will comply with the above terms and conditions**

**Vendor signature**_____

**Title**_____

*(**Note to vendors**: Please fill in the appropriate information below and have the consumer sign it at the time of your visit. Attach this form to your bid. Bids that are returned without this certification may be considered unresponsive.)*

## CERTIFICATION OF CONSUMER MEETING

This is to certify that_____ of _____
(Individual's name) (Company name)

met with me to assess my needs on_____as required by bid number_____
(date)

_____
(signature: I.L./V.R. consumer or their representative)

**ED - 1** (revised April, 2000)