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
http://www.purchasing.state.ut.us

Invitation to Bid

Solicitation Number: **EN3023**

Due Date: **10/29/02 at 2:00 P.M.**
.

Date Sent: October 15, 2002

Goods and services to be purchased: **NEW RAW MILK TANK INSTALLED**

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 ☐ 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

Invitation to Bid

Solicitation Number: EN3023

Due Date: 10/29/02

Vendor Name:

Item#	Qty	Unit	Description	Unit Price	Extension
001	1	EACH	NEW RAW MILK TANK INSTALLED AS PER ATTACHED SPECIFICATIONS	$	$
002	1	EACH	USED RAW MILK TANK INSTALLED AS PER ATTACHED SPECIFICATIONS	$	$

FOR MORE INFORMATION AND CLARIFICATION REGARDING THE ATTACHED SPECIFICATIONS, PLEASE CONTACT CHARLIE AT 801-633-8716.
FOR PURCHASING QUESTIONS OR CLARIFICATION PLEASE CONTACT EULA NEEL AT 801-538-3145
*****
REFERENCE RX: 410 37000000001

Ship To:

UTAH CORRECTIONAL INDUSTRIES WAREHOUSE
P.O. BOX 850
DRAPER, UTAH 84020-0850

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID 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. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (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 approved equal" apply. "Or approved equal" 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 bidder lists a trade name and/or catalog number in the bid, the DIVISION 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. MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS. (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) 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 bid 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. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). Three consecutive no responses will automatically result in removal.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must to be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to 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 bidder in an amount not to exceed the amount of the contract.

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

7. **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 the State of Utah 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 applies 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 the State has relied on the contractor's skill or judgement to consider when it advised the State 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 the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) 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 the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. **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 in the presence of one or more witnesses. 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 DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION 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 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder 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 bidder 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.

Bid Specifications on Raw Milk Tank and Installation

BID #EN3023

Tank Specifications, new or reconditioned used

- **4,000 GALLON TANK (HORIZONTAL)**
  - 96" Diameter or less
  - 50% cooling jacket for glycol
  - Stainless steel front head
  - Front manhole
  - Horizontal or vertical agitator
  - 2" plug outlet valve
  - No foam inlet
  - Dual Thermometer wells
  - Digital indicating thermometer
  - Front head sight glass
  - Adjustable feet
  - Calibrated level indicating sight glass
  - CIP spray balls
  - 24-hour recording thermometer 0 – 200 degree with RTD probe. Adjustable set point system and controls to activate glycol system on demand.
- **PUMP #1**
  - Sanitary 3A centrifugal pump
  - Minimum pump output 250 gallons per minute at 125' head. Sanitary 3" inlet x 2" outlet, sanitary clamp connections
  - 10 horsepower three phase 3600 rpm.
  - Mounted on base
- **PUMP #2**
  - Sanitary 3A centrifugal pump
  - 50 Gallon per minute at 15 feet of head
  - 1 horsepower, 3 phase, 1750 rpm.
  - Mounted at base
  - 2" inlet 1 1/2" outlet
- **PIPING**
  - All 304 Stainless steel piping, seamless, polished ID and OD 16 gauge.
  - 160 ft of 2" piping
    - 2" 3 way plug valve
  - 100 ft. of 1 ½" piping
    - 1 ½" 3 way plug valve with sanitary clamp.
  - Installation needs to include the following: All stainless steel piping, sanitary clamps elbows, faros, hangers, plates, gaskets, etc.
    - Include warranty information on tank, pumps, and piping.
    - Vendor must provide proposed installation drawings to satisfy regulatory agencies to include Department of Agriculture.
    - Installation must meet current 3A standards.
    - Installation costs are FOB Draper Milk Plant.
    - Installation shall include all labor and miscellaneous items needed to complete installation.
    - Installation must include all electrical wiring, and starters.
- **GLYCOL PIPING**
  - 200 ft. 2" galvanized
  - 2 each shut-off valves
  - Include installation to existing glycol system with vendor providing hangers, pipes, and clamps, etc.

- Bid to include Terms of Payment

- Installation to be completed within 60 days from acceptance of bid.