

## STATE OF UTAH



### **SOLICITATION NO. TO9069**

Washer/Extractor

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RESPONSES ARE DUE PRIOR TO:

May 20, 2009 2:00:00 PM MDT

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RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

[www.bidsync.com](http://www.bidsync.com)

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah  
Division of Purchasing  
3150 State Office Building, Capitol Hill  
Salt Lake City, Utah 84114-1061

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## Bid TO9069 Washer/Extractor

Bid Number TO9069  
Bid Title Washer/Extractor

Bid Start Date May 6, 2009 6:27:49 AM MDT  
Bid End Date May 20, 2009 2:00:00 PM MDT  
Question & Answer End Date May 15, 2009 7:00:00 AM MDT

Bid Contact Terri O'Toole  
Purchasing Agent  
Division of Purchasing  
801-538-3147  
TOTOOLE@Utah.gov

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

Bid Comments The Department of Corrections requests bids for two washer/extractors to be delivered and installed at Central Utah Correctional Facility in Gunnison, Utah.

Please direct all questions online through BidSync.

### Item Response Form

Item TO9069-1-01 - Washer/Extractor  
Quantity 2 each  
Unit Price   
Delivery Location State of Utah  
Department of Corrections - Gunnison  
255 East 300 North  
Gunnison UT 84634  
Qty 2  
Description per specification.

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Item TO9069-1-02 - Freight - FOB Destination  
Quantity 1 package  
Unit Price   
Delivery Location State of Utah  
Department of Corrections - Gunnison  
255 East 300 North  
Gunnison UT 84634  
Qty 1  
Description

Indicate the total freight cost (for complete order) FOB Destination and complete the 'Freight Information' document. The Division will analyze the freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or the State's carrier).



# State of Utah Invitation to Bid

Legal Company Name (include d/b/a if applicable)  [Redacted]		Federal Tax Identification Number  [Redacted]	
Ordering Address  [Redacted]		City  [Redacted]	State  [Redacted] Zip Code  [Redacted]
Remittance Address (if different from ordering address)  [Redacted]		City  [Redacted]	State  [Redacted] Zip Code  [Redacted]
Type: <input checked="" type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership  <input checked="" type="checkbox"/> Proprietorship <input checked="" type="checkbox"/> Government		Company Contact Person  [Redacted]	
Telephone Number (include area code)  [Redacted]	Fax Number (include area code)  [Redacted]	Email Address  [Redacted]	
Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered) ttt		Days Required for Delivery After Receipt of Order (see attached for any required minimums) ttt	
Brand/Trade Name  [Redacted]		Price Guarantee Period (see attached specifications for any required minimums)  [Redacted]	
Minimum Order  [Redacted]		Company's Internet Web Address  [Redacted]	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> . If no, enter where produced, etc.  [Redacted]			
Offeror=s Authorized Representative=s Signature  [Redacted]		Date  [Redacted]	
Type or Print Name  [Redacted]		Position or Title  [Redacted]	

## INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

**1. SUBMITTING THE BID:** (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) [www.bidsync.com](http://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 Utah's 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 DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and 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. 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 DIVISION. (d) 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. (e) Facsimile transmission of bids to DIVISION will not be considered.

**2. 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 DIVISION. If the supplier 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. 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.

**3. 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 DIVISION 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.

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

**5. 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" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> 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 DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

**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, be returned at the bidder's expense.

**7. 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 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 or 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 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://purchasing.utah.gov/vendor/bidtab.html> (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

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

**9. 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 DIVISION.

**10. 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. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**11. 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 Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

**12. SALES TAX ID NUMBER:** Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at [www.tax.utah.gov/sales](http://www.tax.utah.gov/sales). The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 22 October 2008 - ITB Instructions)

## Freight Information

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 information below. The DIVISION will analyze freight charges separately from the product cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier).

SHIPPING POINT AND ZIP CODE	<input type="text"/>
SHIPPING WEIGHT	<input type="text"/>
MODE OF TRANSPORTATION (Check appropriate boxes)	
<input type="checkbox"/> Small parcel ground	
<input type="checkbox"/> Express small package air	
<input type="checkbox"/> LTL (Less Than Truck load)	
NMFC Class #	<input type="text"/>
NMFC Item #	<input type="text"/>
Total Cubic Feet of Shipment: <input type="text"/>	
Total Linear Feet of Deck Space Required: <input type="text"/>	
<input type="checkbox"/> Truckload	
<input type="checkbox"/> Van	
<input type="checkbox"/> Flatbed	
<input type="checkbox"/> Air Freight	
<input type="checkbox"/> Temperature Control Required	
<input type="checkbox"/> Over Dimension (attach shipment dimensions)	
<input type="checkbox"/> If shipment will ship from more than one point of origin attach information	
<input type="checkbox"/> Other (attach information)	

(Revised Jan. 22, 2008)

**STATE OF UTAH | DIVISION OF PURCHASING**  
 3150 State Office Building, Salt Lake City, Utah 84114-1061 Telephone (801) 538-3026, Fax (801) 538-3882

**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 DIVISION 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 Utah State Procurement Rules and Regulations. 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 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 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 State Agency 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 the State 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 the State 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 the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.

**6. INDEMNITY:** The Contractor agrees to indemnify, save harmless, and release the State 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 the State's sole negligence.

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

**11. NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State 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, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

**12. SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. The

tangible personal property or services being purchased are being paid from State 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 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 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 the State has relied on the Contractor's skill or judgment 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.

**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 the State 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 address specified. 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 the State 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 THE ORDERING AGENCY.** Contractor agrees that the state 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 the state. Discount will be taken on the total amount of the invoice. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

**17. PATENTS, COPYRIGHTS, ETC.:** The Contractor shall release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted 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 the State 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. The State 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, the State 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. The State 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 the State 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. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions, if applicable.

(Revision date: 3 Sept 2008)

## Department of Corrections

## Washer/Extractor

Bid #TO9069

## General Information:

The Department of Corrections requests bids for two washer/extractors to be delivered to Central Utah Correctional Facility, 255 East 300 North, Gunnison, Utah 84634. The use of the brand name is for the purpose of designating the standard of quality, performance, and characteristics and is not intended to limit or restrict competition.

## Specifications:

Unimac 150 lb Washer/Extractor MDL. UW150PV Qty = 2

Must have the following capabilities:

150 # capacity at 300 g-force

7 speed inverter drive

Stainless steel construction

Front jet spray

480 volts/3 phase

Limited access unilink computer controls

Capable of being operated and controlled manually

Auxiliary heat capable

Water reuse capable

30 programmable water levels

Trouble shooting front panel output

PC or PDA programmer capable

Must have certified service center within 150 miles of Gunnison, Utah

Price must include installation. Bidders must submit freight charges separately, and complete the freight form.

One is replacing an old machine and one is a new installation. Water and power are in place.

## Question and Answers for Bid #TO9069 - Washer/Extractor

### OVERALL BID QUESTIONS

#### Question 1

access to the room which units are in, stairs, smallest door dimensions H x W into rooms with units, Dock for drop off ?, means of unloading off truck available-fork lift? , type of drains--trough or individual drain. steam connection type-if used or needed. (Submitted: May 6, 2009 2:30:07 PM MDT)

#### Answer

- 1- access to the room is through a roll up door with an 8' by 8' opening and adjustable dock plate.
- 2- means of unloading, two 5,000 lb pallet jacks or a small forklift (forklift available with advance notice)
- 3- drain type is trough.
- 4- no steam connection. (Answered: May 7, 2009 10:06:42 AM MDT)

Question Deadline: May 15, 2009 7:00:00 AM MDT