CLERK/AUDITOR
Purchasing Department
2380 Washington Blvd. Ste 320, Ogden, Utah 84401
Telephone: (801) 399-8856/8868

Date 30 August 2010
Req. # 08-30

INVITATION TO BID
This Is Not An Order

Annette Jacobs - Purchasing Agent

Please quote prices, F.O.B.
Ogden, Utah

Quotations will be received until **2:00 p.m**
at the Purchasing Agent's Office
On : 14 Sept 2010

By: Annette Jacobs

Sealed Bids Must be Marked As Follows:	
Inmate Clothing	14Sept 2010
Jail	08-30

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Weber County is accepting sealed bids for Inmate Clothing. See attached Specifications Contact Steffani Ebert at 801-778-6704 with any questions regarding specifications. Bids may be split between more than one vendor if to do so is in the best interest of the County. Please note lead time on the bid. Cost as well as lead time may be taken into consideration when awarding this bid. Costs must include all stenciling where specified All shipping cost must be included in the cost. Weber County reserves the right to reject any or all bids and waive any informality or irregularity in any bid or bids, if to do so is in the best interest of the County		
All discounts must be included in the above unit cost no time limit on discounts		Grand Total	

Delivery Date after receiving:
Order:

Bids may be faxed prior to bid opening - **FAX#: (801) 399-8683** - and notifying Purchasing Office.
NO BID WILL BE CONSIDERED THAT IS NOT IN AT THE TIME SET FOR BID OPENING.
Bidders are responsible for reviewing terms and conditions on reverse side.
Bidders signature on this form acknowledges bidder has read and accepted said terms.

Company

Telephone Number

Address

City State Zip

Authorized Signature Date

WEBER COUNTY PURCHASING DEPARTMENT
TERMS AND CONDITIONS

1. **RIGHT TO REJECT**: Weber County Corp. reserves the right to reject or accept this bid, or any portion thereof, and to reject and call for new bids if their interests or convenience is better served by such a course. If any portion of the above terms are not acceptable it is the bidders responsibility to so state in writing.

2. **PREPARATION OF BIDS:**

(a) Failure to examine any drawings, specifications and instructions will be at bidder's risk,

(b) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid.

(c) Price "each item separately. Unit price shall be shown and total price shall be entered for each item bid. (d) Time of delivery is a part of the bid and must be adhered to.

(e) Prices quoted are firm for complete delivery of quantities specified. (f) In case of error in extension, unit price will govern.

(g) Wherever in these forms and specifications an article or material is defined by using a trade name and/or the name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted therewith, shall be implied. It is to be understood that any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired, unless "No Sub" has been entered. In the event "No Sub" is entered, the bid must be for the specified item with no substitution allowed.

3. **FAILURE TO BID:** Failure to bid or to advise the County Purchasing Department that future invitations for bids are desired may result in removal of your name from the bidders list.

4. **SUBMISSION OF BIDS:**
(a) Bids must be signed and in sealed envelopes with the "Requisition Number" and bid opening date written on the envelope.

(b) Bids and modifications or corrections thereof received after the closing time specified will not be considered.

(c) Only Bids submitted on bid forms furnished by the County will be considered unless the request for bid specifies otherwise. Bids transmitted by facsimile machine prior to the closing time specified will be accepted, providing that any documentations or material required to accompany the bid, and that cannot be transmitted by fax, is received within two working days following the closing date of the bid. The County Purchasing Agent must be notified one hour prior to closing time that is specified on the bid, that bid form is being sent by facsimile machine.

(d) No charge for delivery, drayage. express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the County unless expressly included and itemized in the bid.

5. **BONDS:** The County reserves the right to require a bid bond, a 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 items, when required must be furnished free of expense to the County and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. **WARRANTY:** Seller warrants that the merchandise will conform to its description and any applicable specifications, shall be of good merchantable quality and for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser.

8. **APPROVAL**: Only purchase orders placed, or contracts that have written approval by the Department of Purchasing and County Commission will be binding upon the Weber County as result of bid.

9. **AWARD OF CONTRACT:**

(a) Contracts and Purchases will be made or entered into with the responsible bidder making the lowest bid, or best offer meeting specifications, expected quality, and suitability for intended use. Determination of best offer shall be at the sole discretion of the County subject to County's right to reject any or all bids.

(b) Unless the bidder has specified otherwise in this bid by stating that individual unit prices are valid only if all items are accepted by the County, the County may accept any item or group of items of any kind and split or divide the order.

(c) The County reserves the right to reject any or all bids and waive any informality or technicality in bids received in the interest of the county.

(d) The acceptance by the Board of County Commissioners of this quotation shall create a binding and enforceable Contract of Sale with Weber County, dating from the time of said acceptance, without further action by either party and even though a written purchase order has not been furnished to or received by the successful bidder. Said created Contract of Sale shall include all of the provisions and specifications of the request for quotation, offer, acceptance and purchase order relating thereto. Said contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Utah and the Ordinances of Weber County and shall not be assignable by the vendor in whole or in part without the written consent of the County.

10. **RIGHT TO WITHDRAW:** The County reserves the right to cancel and/or withdraw this invitation to bid at any time that it shall be in the best interest of the County to do so. If invitation to bid is withdrawn, notice will be mailed to the prospective bidders as soon as possible.

11. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal.

11.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.

2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The County will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

11.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the County and its officers, employees, agents, representatives and anyone that the County may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the County shall only be required to indemnify the County for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the County in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.