



# Riverton City Purchasing

12830 South 1700 West \* Riverton, Utah 84065

## REQUEST FOR QUOTATION

Quotation No.: CC17122

**BEFORE REPLYING TO THIS QUOTATION PLEASE READ THE INSTRUCTIONS AND GENERAL PROVISIONS PROVIDED WITH THIS DOCUMENT**  
**REPLIES MUST BE LEGIBLE**

Company: \_\_\_\_\_ Fed. ID No. \_\_\_\_\_

Legal Status: Sole Proprietor Non-Profit Corp. Profit Corp. Partnership Gov. \_\_\_\_\_

Ordering Address: \_\_\_\_\_

\_\_\_\_\_ Contact Person: \_\_\_\_\_

Department: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Requisition Number: 156251 E-Mail: \_\_\_\_\_

Inquiries Sent To: Craig Calvert Remit Address: \_\_\_\_\_

E-Mail: [ccalvert@rivertoncity.com](mailto:ccalvert@rivertoncity.com) Price Guaranteed Until - Date: \_\_\_\_\_

Phone: 801-208-3175 Date Sent: 9/7/2017 Payment Terms: \_\_\_\_\_ Shipment will be made \_\_\_\_\_ A.R.O.

- The item(s) specified on this quotation are produced, mined, grown, manufactured, or performed in Utah? Yes  No   
 IF **No** then where produced, etc.: \_\_\_\_\_
- Quotations must include manufacturer's descriptive literature & F.O.B. origin and destination freight cost or freight allowed or they may be rejected.
- Terms of shipment for F.O.B. origin means: Shipper load, carrier count and stow, consignee unload, freight collect!**

**RETURN QUOTATION TO:**  
**Riverton City**  
 Attn: Purchasing  
 12830 S. Redwood Road  
 Riverton, Utah 84065  
 Phone: 801-208-3175  
 Fax: 801-208-3176  
 Visit the Riverton City Home Page at: [www.rivertoncity.com](http://www.rivertoncity.com)

**Note:** Quotations MUST be received by:  
**September 14, 2017**  
**THE QUOTATION NUMBER LISTED IN THE UPPER RIGHT-HAND CORNER OF THIS DOCUMENT MUST BE REFERENCED WHEN RETURNED.**

**FREIGHT INFORMATION:**  
 Shipping point and zip code: \_\_\_\_\_  
 National Motor Freight Classification: \_\_\_\_\_  
 Shipping Weight: \_\_\_\_\_

Item(s) and Specifications	Quantity	Unit	Net Unit Price	Extended Price
Quote to replace rod iron panels. panels need to match existing fencing. A car ran into the fencing. The brick pillars will be replaced. Fencing contractor is to attach fence brackets to the new pillars and install the fencing. The damaged and existing fence is by Mountain View Park, 13960 south Lookout Peak Drive.  See the attached contract terms and conditions.	1	Lot		-

**Total Price, without freight (FOB Origin) \$** \_\_\_\_\_ **-**      **Total Price, with freight (FOB Destination) \$** \_\_\_\_\_ **-**

Receipt of addendum acknowledgement. Addendum # 1\_\_2\_\_3\_\_4\_\_5\_\_6\_\_

The undersigned certifies that the vendor is willing and able to furnish the item(s) specified on this quotation!

**Vendors Authorized Agent:** type or print NAME and TITLE) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Please SIGN IN INK or this quote may be rejected, Your signature indicates you have read and agreed to the Instructions & General Provisions.*  
*Electronic submittal Implies signature*

# Request for Quotation Instructions and General Provisions

## "Failure to comply with the following instructions may cause rejection of this quotation"

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### 1. Administrative Authority:

The administration of this purchasing process is conducted by the Riverton City Purchasing Agent. No contact of the City Mayor, City Council or any employee in regards to this solicitation other than those listed herein.

### 2. No Obligation Implied:

This Request for Quotation implies no obligation on the part of Riverton City.

### 3. Contract requirements:

Any contract that may arise from this Request for Quotation is subject to the following Terms and Conditions:

**INDEMNIFICATION** - The contractor agrees to protect, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims liens, demands and causes of action of every kind and character arising out of performance of the Work by the contractor or by its subcontractors, including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities). The Contractor further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claim, demand or cause of action is due solely to the fault of Riverton City and, release, indemnify and hold the Buyer, 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 unpatented invention, article or appliance furnished or used in the performance of this contract. Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

**INDEPENDENT CONTRACT** - It is understood and agreed by the parties that the contractor is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Contractor's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

**INSURANCE** - The contractor agrees to acquire and maintain the appropriate insurance, in the appropriate amounts, for the service(s) provided. This may include, but not limited to workers compensation, liability and errors in omission. Proof of insurance will be provided to the City upon request.

**WORKFORCE** - The Contractor agrees to register and participate in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the state. The Contractor further agrees to have each contractor or subcontractor who works for or under main contractor, certify by affidavit that the contractor or subcontractor has verified through the Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

### 4. Riverton City Reservations:

The right is reserved to cancel this Request for Quotation or to accept or reject any or all quotes, and to waive any informality or technicality in any quote, in the interest of Riverton City. Riverton City reserves the right to award multiple contracts to more than one vendor for the same or similar items. Riverton City reserves the right for an option to renew or extend any contract that may arise from this Request for Quotation, not to exceed four (4) renewals or extensions. Unless specifically provided for elsewhere in this quote, multiple or alternate quotes will not be accepted. The City Mayor and City Council reserves the right to purchase such brands as it desires, irrespective of price. The right is reserved, unless supplier countermands, to increase or decrease the quantity of any item(s) as the quoted price. Riverton City reserves the right to cancel any item(s) not delivered after the purchase order issued. Riverton City reserves the right to select some or all of the items from any vendor unless an "all or nothing" statement is included in the quote. Riverton City does not guarantee to make any purchase from this quote. Estimated quantities are for quoting purposes only and are not to be interpreted as a guarantee to purchase any amount.

### 5. Failure to Quote:

Failure to respond may result in the removal of your firm from the vendor's list for the commodity(s) listed. Unless you advise the Purchasing Agent prior to the quote due date that you desire to receive future invitations to quote on this commodity. Three consecutive no responses will result in removal

### 6. Quote Preparation:

- A. Fill out this quote form completely filling in all blanks, either in ink or typewritten. All information provided must be legible.
- B. Errors may be crossed out and corrections made in ink or typewritten (no type covers) adjacent and must be initialed in ink by the person signing the quote.
- C. Any manufacturer's name, trade names, brand names or catalog number(s) used in this specification are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive, and quotes are invited on these and comparable brands or products by any manufacturer. All items will be evaluated on an "**acceptable substitute**" basis unless stated otherwise, Riverton City determining acceptability.
- D. Price each item separately and extend, unless each item makes up a complete system or a lot price requested. Unit price will govern if there is an error in the extension.
- E. Furnish descriptive literature for each item quoted. If a substitute is offered make a full written explanation on the quote as to its brand name, model number etc.
- F. Submit your quote on the documents furnished herein.
- G. Do not quote on items you cannot supply promptly.
- H. Provide information on local availability of parts and service for all items quoted and service literature to allow for in-house maintenance and repairs

### 7. Quote Submittal:

- A. The quote must be signed in ink and delivered to Purchasing by the "**Due Date & Time.**" Quotes may be delivered via mail, fax or electronic means. **Electronic submittal implies signature.**
- B. Quotes, modifications, or corrections received after the closing time on the "**Due Date**" will be considered late.
- C. All purchases are subject to Riverton City purchasing ordinance.

### 8. Warranties:

Contractor warrants that all equipment, and/or materials, and/or labor that is furnished or performed will be free from defects for a minimum period of twelve (12) months from date of acceptance. Upon notice from the City of any defect during the applicable warranty period, the affected item, parts or work shall be redone, redesigned, repaired or replaced by contractor (at contractor's expense) at a time acceptable to the City.

### 9. Conformance Warranty:

Vendor warrants the item(s) quoted will conform to the description as quoted, and applicable specifications, and shall be of good and merchantable quality for the known purpose for which it is sold.

### 10. Quote Evaluation:

Any item quoted is subject to evaluation. Any item which fails to qualify for approval when evaluated shall not be accepted regardless of compliance to quote requirements.

**Quotes will not be accepted from vendors who require assignment of payment to another agent. Note: Riverton City will only pay the vendor named on the order. Riverton City will not deal with a factor or make payment to such.**

### 11. Antidiscrimination Act:

The vendor agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (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, which prohibits discrimination on the basis of handicap. This purchase may be canceled if the vendor fails to comply with the provisions of these laws and regulations. **Vendor must include this provision in every subcontract or purchase order relating to purchases by Riverton City to insure that subcontractors and vendors are bound by this provision.**

## ATTACHMENT "A"

### STANDARD CONTRACT TERMS AND CONDITIONS

#### **TERMS OF AGREEMENT**

In the event of any conflict between these standard terms and conditions and any other terms and condition included in this agreement, these standard contract terms and conditions, Attachment "A", will govern.

#### **NON-AVAILABILITY OF FUNDS**

It is understood that if the department fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of the contract or the lawful order issued in or for any fiscal year during the term of this contract, the contract and all lawful order's issued shall terminate on the date said funds are no longer available without any termination charges or liability incurring to the City. The City shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue this amendment. Non-Availability of Funds or failure to receive authorization for the expenditure of sufficient funds as used herein means a level of funding that results in less funding than that which was allocated to department in the immediately preceding fiscal year.

#### **LIABILITY**

Any damages occurring from the execution of the contract, incidental or otherwise, to City or private properties must be repaired, at the contractor's expense, to the owner's satisfaction.

#### **INDEMNIFICATION**

The contractor agrees to protect, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims liens, demands and causes of action of every kind and character arising out of performance of the Work by the contractor or by its subcontractors, including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities).

The Contractor further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claim, demand or cause of action is due solely to the fault of Riverton City and, release, indemnify and hold the Buyer, 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 unpatented invention, article or appliance furnished or used in the performance of this contract.

Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

#### **INSURANCE**

Riverton City requires the insurance provider to be rated an A- or better or a financial category of VII (7) or Higher as rated by AM Best Ratings.

Workers Compensation insurance, sufficient to cover all employees in the employ during the term of the contract including any renewal thereof must be maintained. Coverage amount should be amount required by Utah Workmen's Compensation Laws. All subcontractors are required to also carry workers compensation

insurance as specified above. The City will require employees from companies who choose to not carry workers compensation insurance, (three or less employees) to obtain a Workers Compensation Waiver Form from the State of Utah.

Commercial General Liability insurance in the amount of \$1,000,000.00 per occurrence with an aggregate of \$2,000,000.00.

Commercial Auto insurance in the amount of \$1,000,000.00 per occurrence. The insurance must apply to hired, not owned and owned vehicles.

Insurance needs to include Project Name with the location and description of the project, and the Project Number and Bid Number (if known). Insurance must name as the certificate holder; Riverton City, its elected officials, appointed officials, officers, employees and volunteers. Coverage is for all operation performed by or on behalf of the named insured.

Riverton City will assume no liabilities for the contractor including any of the contractor's representatives, employees or properties. The contractor agrees to, at all times, protect, indemnify, defend and hold harmless the City and city employees from any and all claims. Contractor shall, at all times, keep the work area in a neat, clean, safe and secure condition to avoid the risk of loss, theft, vandalism or sabotage.

Insurance provided is required to be primary and non-contributory.

Proof of coverage must be provided before work can begin, and agrees to provide proof of insurance upon demand by the City throughout the terms of the contract. The insurance policy must be written to have a 30 day written cancelation notice. If any of the required insurance coverage is cancelled or lapse, the City may at the City's discretion, obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus 10% for administrative charges, from any monies that are owing to contractor.

### **INDEPENDENT CONTRACT**

It is understood and agreed by the parties that the contractor is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Contractor's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

### **ASSIGNMENT**

The contractor shall not assign this agreement or assign, pledge transfer or otherwise dispose of its interest or this agreement, without the specific consent of the City, and that no such assignment, pledge, mortgage, transfer, or other disposition shall relieve the contractor of its obligations hereunder, nor shall such an assignment of other disposition terminate any such claim or defense which the City may have. Riverton City may assert any claim or defense it may have against the contractor and against any such assignee.

### **LICENSE**

Contractor must meet all current licensing requirements of the City, County and State of Utah to do the type of work required under this solicitation including the proper license classifications with a sufficient monetary limit as established and issued by the division of occupational and professional licensing, state department of commerce. Licensing must be current and valid at the date of bid opening.

License Number: \_\_\_\_\_

### **OSHA REQUIREMENTS**

Contractor agrees to comply with all OSHA requirements that may be associated with this project. For any OSAH violation that occurs with this project the Contractor agrees to pay any fine assessed to the City and the City will not accept any bids from the contractor on any project for the next year.

### **WORKFORCE**

The Contractor agrees to register and participate in a status verification system such as E-Verify, to verify the work eligibility status of the Contractor's new employees that are employed in the state. The Contractor further agrees to have each contractor or subcontractor who works for or under main contractor, certify by affidavit that the contractor or subcontractor has verified through a status verification system the employment status of each new employee of the respective contractor or subcontractor.

### **NO OFFICER OR EMPLOYEE INTEREST**

It is understood and agreed that no officer or employee of Riverton City has or shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of the contractor or any member of their families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises contractor's operations, or authorizes funding of payments to the contractor.

### **AFFIDAVITS**

At the time of, or prior to, commencing work, the contractor may be required to submit a sworn affidavit from each officer, employee or agent of the contractor who has been in contact or communicated with any officer, agent, or employee of the City during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

"I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, has either directly or indirectly restrained free and competitive bidding by entering into any agreement, participating in any collusion, or otherwise taken any action unauthorized by the governing body of the City, or in violation of applicable law to secure favorable treatment with respect to being awarded this contract."

### **NON-DISCRIMINATION/AFFIRMATIVE ACTION**

The Respondent agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (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, which prohibits discrimination on the basis of handicap. This agreement may be canceled if the contractor fails to comply with the provisions of these laws and regulations. ***The Contractor must include this provision in every subcontract or purchase order relating to purchases by Riverton City to insure that subcontractors and vendors are bound by this provision.***

### **MODIFICATION OR WITHDRAWAL**

Solicitations may be modified or withdrawn prior to the time set for the opening. After the time set for the opening, there may be no modifications or withdrawals.

### **LAW**

This contract shall be governed and constituted in accordance with the laws of the State of Utah.

### **DEFAULT**

If either party fails to perform its obligations, the other party may give written notice specifying the nature of the failure, and requesting the defaulting party to remedy it. If the default is not corrected within thirty (30) days of the notice date, the non-defaulting party may pursue the remedy provided herein, and without waiving that remedy, it may terminate this agreement. If the failure reasonably justifies faster action, the notice may require correction within less than thirty (30) days, and the non-defaulting party may take reasonable action to protect its interest. If the failure is one that reasonably requires more than thirty (30) days to correct, the correction period shall be extended beyond thirty (30) days, so long as the defaulting party promptly commences to correct the default and diligently pursues it to completion.

In the event either party needs to enforce the terms of this agreement by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

### **ENTIRE AGREEMENT**

This Agreement, together with the attachments hereto, contains the entire Agreement between the parties, and supersedes all prior agreements, and oral or written representations with respect to the subject matter hereto, and no statements, promises, or inducements made by either party or agents for either party, that are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered except in writing, signed and dated by the parties.