REQUEST FOR QUOTATION

RFQ No. HD761018

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
Phone (602) 542-1040
Fax (602) 542-1741

Quotations are due by 3:00 P.M., P.S.T. September 15, 2006

Date August 30, 2005

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation. The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting http://www.azspo.az.gov/PoliciesDocuments/terms/UIOv7.pdf for the Instructions, and http://www.azspo.az.gov/PoliciesDocuments/terms/UTCv7.pdf for the Terms and Conditions.

In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. A small business is defined as having fewer than 100 employees or less than 4 million dollars in gross receipts. By signing this form, the Offeror self certifies that it is a small business as defined above.

Delivery Location: **Office of Nutrition Services, Warehouse**
4309 West Van Buren, Phoenix, AZ 95017

Procurement Officer: Dee Vlahos **Phone 602-364-1482**
Fax: (602) 542-1741 **Email:** vlahosd@azdhs.gov

VENDOR QUOTATION

Item	Description of Material or Service	Quantity	Unit	Unit Price	Extended Price
1.	MyPyramid Mini Poster (8-1/2"x11") (Please state quantity per package)	250	Pkgs of 100	$	$
2.	MyPyramid Tips for Families (8-1/2"x11") (Please state quantity per package)	750	Pkgs of 100	$	$
3.	Spanish MyPyramid Mini Poster (8-1/2"x11") (Please state quantity per package)	100	Pkgs of 100	$	$
4.	Spanish MyPyramid Tips for Families (8-1/2"x11") (Please state quantity per package)	400	Pkgs of 100	$	$
	Sub-Total				$
	Tax (Rate)				$
	Total				**$**

THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made _____ calendar days after receipt of order. Payment Terms: _____

Company Name	Address	City	State	Zip Code	Phone No. Fa No.

Signature _____ Date _____ Typed Name and Title _____

Please check as many as applicable:

_____I certify that my company is a Woman-Owned Business Enterprise (WBE).
A WBE is defined as an enterprise where a woman owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____I certify that my company is a Minority-Owned Business Enterprise (MBE).
An MBE is defined as an enterprise where an ethnic minority owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____I certify that my company is a Small Business. A Small Business is defined as a company having fewer than one hundred (100) employees or less that four million dollars in gross receipts.

Procurement Administrator: _____ Date: _____

SPECIAL TERMS & CONDITIONS

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1. PURPOSE:

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

2. TERM OF CONTRACT (1 YEAR):

The term of the resultant contract shall commence upon award and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

3. TERM OF CONTRACT (48 MONTHS):

By mutual agreement, any resultant contract may be extended in twelve (12) month increments for a maximum of four (4) years. The contract term shall not exceed a total of five (5) years from the date of the contract award, or $50,000, whichever comes first.

4. CONTRACT TYPE:

[X] Fixed Price

5. ESTIMATED QUATITIES:

The quantities listed are estimated quantities. ADHS reserves the right to purchase more or less than those listed without penalties.

6. LICENSES:

The Contractor shall maintain in current status, all certifications, and federal, state and local licenses and permits required for the operation of the business conducted by the contractor. At contract aware, Contractor shall furnish proof if requested by the Agency.

7. INFORMATION DISCLOSURE:

The Contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

8. INDEMNIFICATION:

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising

solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

9. SHIPPING-FOB DESTINATION:

Prices shall be F.O.B. destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The Department will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

10. RECORDS:

Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes Section 35-214 each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the auditor general, the attorney general, and the department of health services, procurement office or any agency doing business under this contract.

11. OFFSHORE PERFORMANCE OF WORK PROHIBITED:

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

12. FEDERAL IMMIGRATION AND NATIONALITY ACT:

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

SCOPE OF SERVICES

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1. Objective:

To provide requested handouts for health educators.

2. Specifications:

The selected vendor shall provide the handouts as requested.

a. The handout name shall be labeled on the outside of the shipping carton.

b. All cartons and paperwork shall be labeled with Contract Number and Purchase Order number.

c. All shipping cartons shall be sturdy enough to be transported to their final destination.

d. All handouts will be shipped to the following address:

Office of Nutrition Services Warehouse
4309 West Van Buren
Phoenix, AZ 85017

Vendor Must Call Before Delivery
PHONE: 602-568-2353
FAX : 602-442-6867

3. Delivery Schedule:

Vendor must state their best delivery time.

4. Notices, Reports and Invoices:

The following address shall be used from the contractor to the Arizona Department of Health Services:

Attn: Sue Zevan
150 No. 18th Ave., Suite 320
Phoenix, AZ 85007
zevans@azdhs.gov
602-364-3323

Or

Attn: Sharon Sass
150 No. 18th Ave., Suite 320
Phoenix, AZ 85007
sasss@azdhs.gov
602-542-2826