Revision number:

Purchasing Agent: Terri O'Toole
Email totoole@utah.gov
Phone #: 801-538-3147

Item: Sandbags

Vendor: 31848E	Safety Supply and Sign 3200 South Redwood Rd. West Valley UT 84119
Internet Homepage:	www.safetysupplyandsign.com
General/Sales/Usage Contact:	Kelly Matkin
Telephone:	(801) 973-2266
Fax number:	(801) 973-8044
Email:	Kelly@safetysupplyandsign.com
Reporting Type:	Line-Item
Brand/trade name:	Gulf Pride
Price:	See price list
Terms:	Net 30 days
Effective dates:	4/25/06 through 4/24/08
Remaining one-year renewals:	Two annual renewal options
Maximum potential termination date:	04/24/2010
Days required for delivery:	5 to 10 Days ARO
Price guarantee period:	90 days
Freight:	Included in price
Minimum order:	1000 each
Min shipment without charges:	1000 each
Other conditions:	

THIS IS A NEW CONTRACT.

BID NO. TO6901

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.

Multiple awards have been issued. See the list of contracts listed below before making a purchase decision.

Company Name	Contract Number	Sandbag Type
HDF Services	MA1998	Burlap and Poly Bag
Fulton Pacific	MA1999	Burlap and Poly Bag

Poly Sandbag 14"x 26" 200 HR UV Military Green:

Order Qty	1000-7000	8000-12,000	13,000-25,000	26,000-60,000	61,000-125,000	126,000-399,000	400,000 plus
Price per 1000	$142.65	$129.69	$123.79	$116.72	$108.46	$107.28	$103.75

Poly Sandbag 14" x 26" 1600 HR UV White:

Order Qty	1000-7000	8000-12,000	13,000-25,000	26,000-60,000	61,000-125,000	126,000-399,000	400,000 plus
Price per 1000	$183.92	$165.06	$153.27	$141.28	$134.40	$133.22	$128.51

Quality Specifications:
Sandbags supplied to the State shall be free from defects. The State reserves the right to reject sandbags that are defective, or any sandbags not conforming to the specifications as outlined in this bid or represented in the offer.

Freight Terms:
Supplier shall ship all sandbags FOB destination, freight included in the product price.

Specifications:
All sandbags must be 14" x 26 and be hemmed top with a tie cord or other means of securing/closure. Additional specifications may be noted on description above.

FINET COMMODITY CODE(S):
08555000000 – BAGS, SAND

State of Utah

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

Department of Administrative Services
D'ARCY DIXON PIGNANELLI
Executive Director

Division of Purchasing and General Services
DOUGLAS G. RICHINS, C.P.M.
Division Director

Date: April 26, 2006

Attn: Kelly Matkin:

The State of Utah is pleased to inform you that **Safety Supply and Sign** has been awarded a State Cooperative Contract **MA1997** as a result of solicitation number TO6901.

Attached, is a copy of the signature page and a copy of the contract information summary which state agencies and political subdivisions will access at www.purchasing.utah.gov.> state contracts >. It is important that you read all documents enclosed to verify prices, terms, conditions, etc. Please inform me of any discrepancies immediately.

A full contract representing the entire agreement is also viewable.

Please be advised that a usage report must be furnished by your company each quarter as outlined in the letter attached. Failure to supply these reports may result in cancellation of the contract. Please contact me with any questions regarding quarterly reports.

Thank you for your interest in doing business with the State of Utah.

Sincerely,

Terri O'Toole
Purchasing Agent
State of Utah Division of Purchasing
801-538-3147

3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114-1061
telephone (801) 538-3026, facsimile (801) 538-3882, www.purchasing.utah.gov

Vendor Response Form

State of Utah
Invitation to Bid
State Cooperative Contract

3848E

Company Name SAFETY SUPPLY AND SIGN *		Federal Tax Identification Number 870286845 *	
Ordering Address 3200 SOUTH REDWOOD RD *	City WEST VALLEY *	State UT *	Zip Code 84119 *
Remittance Address (if different from ordering address)	City	State	Zip Code
Type ☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Government		Company Contact Person KELLY MATKIN *	
Telephone Number (include area code) 801-973-2266 *	Fax Number (include area code) 801-973-8044	Email Address kelly@safetysupplyandsign.com	
Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered) NET 30		Days Required for Delivery After Receipt of Order (see attached for any required minimums) 5 to 10 days ARO	
Brand/Trade Name GULF PRIDE *		Price Guarantee Period (see attached specifications for any required minimums) 90 DAYS	
Minimum Order 1000		Company's Internet Web Address www.safetysupplyandsign.com	
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. INDONESIA			
Offeror's Authorized Representative's Signature KELLY MATKIN	Print or type name and title SALES MANAGER *	Date 4/14/06 *	
State of Utah Division of Purchasing Approval Douglas G. Richins, Director	Date 4/25/06	Contract Number	

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS
STATE COOPERATIVE CONTRACT

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 RFP Depot, LLC (www.rfpdepot.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) 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. (c) 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. (d) 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: 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. 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/contractinfo/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 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 63-56-404 and 63-56-405 Utah Code Annotated. (h) Bid tabulations and awards are posted www.purchasing.utah.gov/BidProcessing/BidTabulations.asp. (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 to 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.

(Revision: 2 February 2006 - ITB Instructions)

Please enter your password below and click Save to save your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

Note: To take exception - 1) Click Save. 2) Create a Word document detailing your exceptions. 3) Upload exceptions as an attachment to your offer on RFP Depot's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **KELLYM**

Password *

Save Close

* Required fields

Vendor Response Form

Standard Contract Terms and Conditions
State of Utah, State Cooperative Contract

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract 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 Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

3. LAWS AND REGULATIONS: The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.

4. RECORDS ADMINISTRATION: The Contractor will 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. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the 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.

5. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

6. INDEPENDENT CONTRACTOR: Contractor will be an independent Contractor, and as such will 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 expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax 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 will not be deemed to be employees or agents of the Contractor.

7. INDEMNITY CLAUSE: The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

8. EMPLOYMENT PRACTICES 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 work place.

9. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

10. RENEGOTIATION OR MODIFICATIONS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.

11. 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.

12. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all

accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. 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 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.

14. TAXES: Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. 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 otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

15. 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.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the

period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will 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 un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. 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 period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other 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 and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future proposal solicitations.

32. 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.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices 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, or copyright information.

36. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

37. 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.

38. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. 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. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.

39. ENTIRE AGREEMENT: This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: 2 Feb 2006

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

Note: To take exception - 1) Click Save. 2) Create a Word document detailing your exceptions. 3) Upload exceptions as an attachment to your offer on RFP Depot's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **KELLYM**

Password *

Save Close

* Required fields

STATE COOPERATIVE CONTRACT - SANDBAGS

BID# TO6901 – April 2006

PURPOSE:
The purpose of this Invitation to Bid is to establish a state cooperative, multi-year contract for the purchase of sandbags, for the State of Utah departments, agencies, institutions and political subdivisions (i.e. colleges, school districts, counties, cities, etc.). All specifications and instructions are in addition to the Standard Terms and Conditions (attachment A) attached.

BASIS OF AWARD:
The State of Utah reserves the right to award this contract as a multi-award. The State reserves the right to reject any or all bids in whole or part offered in response to this bid.

The contract(s) shall be awarded to the lowest responsive and responsible bidder meeting specifications. Consideration shall be given to the quality of the products to be supplied, conformity to the specifications, delivery and price.

PRICING:
Prices quoted shall be net including transportation/delivery charges paid fully by the seller. No additional charges will be allowed for packing.

SAMPLES OF PRODUCTS:
The State of Utah may request that samples of sandbags, similar in nature to this request, be included with bid. The State of Utah has the option of examining and judging samples for quality acceptability.

CONTRACT TERM:
Contract shall be valid for a two (2) year period from May 2006 through April 2008. Contract may be extended for an additional two-year period. Either party shall have the right to cancel the contract at anytime for any reason following a 60-day written notice of cancellation. Cancellation of the contract due to contractor default may be immediate.

PRICE GUARANTEE PERIOD:
Pricing must be guaranteed for 90 days. If adjustments are necessary at the end of this period, the contractor shall give thirty (30) days written notice to the State. The letter must include documentation to support the price increase (as indicated under Price Increase Adjustments). In the event the new price proposals are not acceptable, the contract may be canceled. Any adjustment or amendment to the contract shall not be effective until approved by the State of Utah.

PRICE INCREASE ADJUSTMENTS:
The Division of Purchasing reserves the right to require additional supporting information on any request for increase. The State of Utah will be given the immediate benefit of any price decreases in sanbag prices.

It is understood and agreed in the event of a reduction in the manufacturer's price, the State of Utah will be given the full benefit of such decline in price immediately upon effective date of reduction.

MANDATORY USAGE REPORT REQUIREMENT:
One of the primary goals in administering this contract is to keep accurate records regarding its actual value. Consequently, contractor will be required to provide quarterly usage reports to the Division of Purchasing. All reports must be submitted, using our template, in electronic format via e-mail to both contract manager and to salesreports@utah.gov.

After contract award, you will be provided by email an **Excel** spreadsheet template that includes instructions, sample data and all information that must be provided.

Quarterly Report Submission
Quarterly reports must coincide with the quarters in the State of Utah fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30.
Quarter #2: October 1 through December 31, due annually by January 30.
Quarter #3: January 1 through March 31, due annually by April 30.
Quarter #4: April 1 through June 30, due annually by July 30.

Bidders shall identify below the name of the individual responsible for preparation of the mandatory usage reports:

NAME:	KELLY MATKIN
MAILING ADDRESS:	3240 So REDWOOD RD WVC UT 84119
TELEPHONE #:	801-973-2266
FAX NUMBER:	801-973-8044
EMAIL ADDRESS:	Kelly@SafetySupplyAndSign.com

QUALITY SPECIFICATIONS:
Sandbags supplied to the State shall be free from defects. The State reserves the right to reject sandbags that are defective, or any sandbags not conforming to the specifications as outlined in this bid.

DELIVERY REQUIREMENTS:
Sandbags must be delivered to the location specified on the agency order form within the number of working days authorized, in adherence to the following:

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. Delivery or transportation expenses are the responsibility of the seller.

Delivery time will be between the hours of 8:00 AM and 5:00 PM, Monday through Friday (except State holidays).

The maximum number of days required to complete agency orders will be a consideration in award. Bids will not be considered if lead time exceeds 5 days.

If the contractor exceeds the delivery time for a normal delivery, the contractor may be charged late charges. Liquidated damages imposed by the State against the contractor for failure to meet delivery schedule will be 2% of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond its control such as acts of God, national emergency, strikes or fire. The State will assess penalties for late delivery in all cases except those that relate to causes beyond the contractor's control. The contractor must notify the ordering agency, in writing, on a timely basis, of such developments stating reason, justification and extent of delay.

FREIGHT TERMS OF SALE F.O.B. DESTINATION, FREIGHT PREPAID:
Contractor shall ship all sandbags F.O.B. destination, freight included in the product price. Please see Attachment A – Standard Contract Terms and Conditions for further freight terms information.

ORDERS:
Contractor must be able to accept orders via email, fax and through an electronic ordering system. Please provide details of your electronic ordering system with bid.

SPECIFICS:
The intent of this Invitation for Bid is to establish a term contract to supply sandbags for State of Utah government agencies to use for the construction of levees, dikes, and barricades for erosion control, flood walls, traffic control, or other uses as deemed necessary.

HISTORICAL USAGE:
No usage data from previous contracts is available. Usage varies due to run-off conditions.

SANDBAG SPECIFICATIONS:
SIZE: All sandbags must be 14"W x 26"L
CLOSURE: All sandbags must be hemmed top with tie cord or other means of securing.
ORDER QUANTITIES: Please state minimum order quantity and case quantities.
LEAD TIME: Bid must include lead time.

Item #1- Burlap sandbags (empty)
Item #2- Poly sandbags (empty)
Item #3- Plastic sandbags (empty)
Item #4- Sandbag filling tool, scoop type instrument for one person bag filling.

Please include specifications for each sandbag type.

Vendor Response Form

State of Utah Contract for Sandbags
Solicitation #TO6901

Please complete the following order terms:

Lead Time 5-10 days

Minimum Order Quantity 1000

Case Quantities 1000 per Bundle

Please enter your password below and click Save to save your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

Note: To take exception - 1) Click Save. 2) Create a Word document detailing your exceptions. 3) Upload exceptions as an attachment to your offer on RFP Depot's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **KELLYM**

Password 1qm *

Save Close

* Required fields

RFP Depot

State of Utah

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Schedule | Task | Note

Steps for placing a bid:

- View and accept all documents in the Documents section
- Review the Questions & Answers section
- Fill out qualifications for this agency. Click here.
- **Follow the two step process for placing offers:**
  1. Click the place offer button at the bottom of this page and enter your offers
  2. On the offer page, click the next button to confirm your offers

It is important that you review the information on this page for additional steps or instructions to complete the bidding process.

Bid #TO6901 - Sandbags Description

TO6901-1-01 - ITEM #1 BURLAP SANDBAGS LINE ITEM 1 OF 4

Time Left	**4 hrs, 28 min**		
Bid Started	**Apr 10, 2006 8:51:01 AM MDT**		
Bid Ends	**Apr 19, 2006 2:00:00 PM MDT**		
Agency Information	**State of Utah, UT (view agency's bids)**	Q & A	**Questions & Answers on Item** **Questions: 1** **Deadline: Apr 19, 2006 9:00:00 AM MDT**
Bid Contact	**see contact information**		
Delivery Location	**One or more of the following locations**		
	State of Utah No Location Specified Qty 1 Expected Expenditure n/a		

DESCRIPTION

Bid Number	**TO6901-1-01**
Title	**Item #1 Burlap Sandbags**
Contract Duration	**2 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**90 days**

	1-999	1,000-4,999	5,000-9,999	10,000-24,999	25,000-99,999	100,000-249,999	250,000 plus
Item #1 Burlap Sandbags		No Bid on Burlap					

Description **Burlap sandbags**

DOCUMENTS

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1. Cover Page [download] Optional
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3. Terms and Conditions - State Cooperative Contract w/o Local Warehouse Clause [download]
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Schedule Task Note

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It is important that you review the information on this page for additional steps or instructions to complete the bidding process.

Bid #TO6901 - Sandbags Description

TO6901-1-02 - ITEM #2 POLY SANDBAGS LINE ITEM 2 OF 4

Time Left	**4 hrs, 27 min**		
Bid Started	**Apr 10, 2006 8:51:01 AM MDT**		
Bid Ends	**Apr 19, 2006 2:00:00 PM MDT**		
Agency Information	**State of Utah, UT (view agency's bids)**	Q & A	**Questions & Answers on Item Deadline: Apr 19, 2006 9:00:00 AM MDT**
Bid Contact	**see contact information**		
Delivery Location	**One or more of the following locations**		
	State of Utah		
	No Location Specified		
	Qty 1		
	Expected Expenditure n/a		

DESCRIPTION

OPTION 1 200 HR UV MILITARY Green

Bid Number	**TO6901-1-02**
Title	**Item #2 Poly Sandbags**
Contract Duration	**2 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**90 days**

	1-999	1,000-4,999	5,000-9,999	10,000-24,999	25,000-99,999	100,000-249,999	250,000 plus
		.14	.13	.12	.11	.11	.10
Item #2 Poly Sandbags	—	142.65 per 1000	142.65 per 1000 up to 7000 7 to 12K @ 129.69 per 1000	129.69 per 1000 up to 12K 13 to 25K @ 123.79 per 1000	116.72 per 1000 26-60K 60-125K 108.46 per 1000	108.46 per 1000 100 to 125K 126 to 250K 107.25 per 1000	400 to 500K @ 103.75 per 1000
Description	**Poly sandbags**						

DOCUMENTS

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Bid #TO6901 - Sandbags Description

TO6901-1-02 - ITEM #2 POLY SANDBAGS LINE ITEM 2 OF 4

Time Left	**4 hrs, 26 min**		
Bid Started	**Apr 10, 2006 8:51:01 AM MDT**		
Bid Ends	**Apr 19, 2006 2:00:00 PM MDT**		
Agency Information	**State of Utah, UT (view agency's bids)**	Q & A	**Questions & Answers on Item Deadline: Apr 19, 2006 9:00:00 AM MDT**
Bid Contact	**see contact information**		
Delivery Location	**One or more of the following locations**		
	State of Utah		
	No Location Specified		
	Qty 1		
	Expected Expenditure n/a		

DESCRIPTION

Bid Number	**TO6901-1-02**	OPTION 2 1600 HR UV White Bag					
Title	**Item #2 Poly Sandbags**						
Contract Duration	**2 years**	* This is what we sold to UDOT last year					
Contract Renewal	**2 annual renewals**						
Prices Good for	**90 days**	.18	.17	.15	.13	.13	.13
	1-999	1,000-4,999	5,000-9,999	10,000-24,999	25,000-99,999	100,000-249,999	250,000 plus
Item #2 Poly Sandbags	—	183.92 per 1000	183.92 per 1000 up to 7000 7 to 12K @	165.56 per 1000 up to 12,000 13 to 25K @	141.25 per 1000 26-60K 61-125K @	134.40 per 1000 100 to 125K 126 to 250K @	400 to 500K @ 128.[illegible]
Description	**Poly sandbags**	18	165.56 per 1000 .17	153.27 per 1000 .15	134.40 per 1000 .13	@ 133.22 per 1000 .13	per 1000 .13

DOCUMENTS

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Schedule Task Note

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- Fill out qualifications for this agency. Click here.
- **Follow the two step process for placing offers:**
  1. Click the place offer button at the bottom of this page and enter your offers
  2. On the offer page, click the next button to confirm your offers

It is important that you review the information on this page for additional steps or instructions to complete the bidding process.

Bid #TO6901 - Sandbags Description

TO6901-1-03 - ITEM #3 PLASTIC SANDBAGS LINE ITEM 3 OF 4

Time Left	**4 hrs, 11 min**		
Bid Started	**Apr 10, 2006 8:51:01 AM MDT**		
Bid Ends	**Apr 19, 2006 2:00:00 PM MDT**		
Agency Information	**State of Utah, UT (view agency's bids)**	Q & A	**Questions & Answers on Item Deadline: Apr 19, 2006 9:00:00 AM MDT**
Bid Contact	**see contact information**		
Delivery Location	**One or more of the following locations**		

State of Utah
No Location Specified

Qty 1
Expected Expenditure n/a

DESCRIPTION

Bid Number	**TO6901-1-03**
Title	**Item #3 Plastic Sandbags**
Contract Duration	**2 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**90 days**

RECOMMEND OPTION 2
1600 HR UV Poly Bag

	1-999	1,000-4,999	5,000-9,999	10,000-24,999	25,000-99,999	100,000-249,999	250,000 plus
Item #3 Plastic Sandbags			NO BID				

Description **Plastic sandbags**

DOCUMENTS

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Steps for placing a bid:

- View and accept all documents in the Documents section
- Fill out qualifications for this agency. Click here.
- **Follow the two step process for placing offers:**
  1. Click the place offer button at the bottom of this page and enter your offers
  2. On the offer page, click the next button to confirm your offers

It is important that you review the information on this page for additional steps or instructions to complete the bidding process.

Bid #TO6901 - Sandbags Description

TO6901-1-04 - ITEM #4 SANDBAG FILLING TOOL LINE ITEM 4 OF 4

Time Left	**4 hrs, 27 min**		
Bid Started	**Apr 10, 2006 8:51:01 AM MDT**		
Bid Ends	**Apr 19, 2006 2:00:00 PM MDT**		
Agency Information	**State of Utah, UT (view agency's bids)**	Q & A	**Questions & Answers on Item Deadline: Apr 19, 2006 9:00:00 AM MDT**
Bid Contact	**see contact information**		
Delivery Location	**One or more of the following locations**		

State of Utah

No Location Specified

Qty 1

Expected Expenditure n/a

DESCRIPTION

Bid Number	**TO6901-1-04**
Title	**Item #4 Sandbag Filling Tool**
Contract Duration	**2 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**90 days**

	1-999	1,000-4,999	5,000-9,999	10,000-24,999	25,000-99,999	100,000-249,999	250,000 plus
Item #4 Sandbag Filling Tool		No Bid					

Description **Sandbag filling tool**

DOCUMENTS

Note: You need to view or accept all documents prior to placing an offer. To accept or view a pending document, click on the name of the document, NOT on [download]. Click on download only if you want to save the document to your computer and/or

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Vendor Response Form

STATE OF UTAH

SOLICITATION NO. TO6901

Sandbags

RESPONSES ARE DUE PRIOR TO:

Apr 19, 2006 2:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.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

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

Note: To take exception - 1) Click Save. 2) Create a Word document detailing your exceptions. 3) Upload exceptions as an attachment to your offer on RFP Depot's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **KELLYM**

Password *

Save Delete Close

* Required fields

Burlap Sandbags	1-999	1,000-4,999	5,000-9,999	10,000-24,999	25,000-99,999	100,000-249,999	250,000 plus	Lead Time	Min. Order	Notes
HDF Services	N/A	0.30	0.29	0.28	0.27	0.27	0.26	30 Days	1,000	
Fulton Pacific	N/A	0.45	0.39	0.38	0.37	0.35	0.35	5 Days	1,500	
Donald Davis Bags	N/A	N/A	N/A	N/A	0.48	0.46	N/A	5 Days	25,000	Slightly irregular size
Interstate Barricades	1.25	0.95	0.83	0.75	0.70	0.63	0.60	7-14 Days	250	

Poly Sandbags	1-999	1,000-4,999	5,000-9,999	10,000-24,999	25,000-99,999	100,000-249,999	250,000 plus	Lead Time	Min. Order	Notes
Safety Sply & Sign	N/A	0.14	0.13	0.12	0.11	0.11	0.10	5-10 Days	1,000	200 Hr. UV - Green
HDF Services	N/A	0.15	0.15	0.14	0.14	0.13	0.13	30 Days	1,000	
Safety Sply & Sign	N/A	0.18	0.17	0.15	0.13	0.13	0.13	5-10 Days	1,000	1600 Hr. UV - White
Fulton Pacific Company	N/A	0.25	0.18	0.17	0.16	0.14	0.13	5 Days	1,000	UV
Donald Davis Bags	N/A	N/A	N/A	N/A	0.17	0.16	0.15	5 Days	25,000	
Interstate Barricades	0.90	0.43	0.39	0.36	0.29	0.23	0.19	N/A	N/A	
Cratex Corporation	0.34	0.24	0.22	0.19	0.14	0.12	0.11	5 Days*	100	**FOB:Birmingham**, larger quantities may require more lead time

Delivered pricing, except for Cratex Corporation.

STATE OF UTAH

SOLICITATION NO. TO6901

Sandbags

RESPONSES ARE DUE PRIOR TO:

Apr 19, 2006 2:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.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

Bid TO6901
Sandbags

Bid Number	TO6901
Bid Title	Sandbags
Bid Start Date	Apr 10, 2006 8:51:01 AM MDT
Bid End Date	Apr 19, 2006 2:00:00 PM MDT
Question & Answer End Date	Apr 19, 2006 9:00:00 AM MDT
Bid Contact	Terri O'Toole Purchasing Agent Division of Purchasing 801-538-3147 TOTOOLE@Utah.gov
Contract Duration	2 years
Contract Renewal	2 annual renewals
Prices Good for	90 days
Bid Comments	Statewide contract to supply sandbags for State of Utah government agencies. Bidders may make offers on one or all of the items. Please direct all questions online through RFP Depot.

Item Response Form

Item TO6901-1-01 - Item #1 Burlap Sandbags

	1-999	1,000-4,999	5,000-9,999	10,000-24,999	25,000-99,999	100,000-249,999	250,000 plus
Item #1 Burlap Sandbags							

Delivery Location State of Utah
No Location Specified

Qty 1

Description
Burlap sandbags

Item TO6901-1-02 - Item #2 Poly Sandbags

	1-999	1,000-4,999	5,000-9,999	10,000-24,999	25,000-99,999	100,000-249,999	250,000 plus
Item #2 Poly Sandbags							

Delivery Location State of Utah
No Location Specified

Qty 1

Description
Poly sandbags

Item TO6901-1-03 - Item #3 Plastic Sandbags

	1-999	1,000-4,999	5,000-9,999	10,000-24,999	25,000-99,999	100,000-249,999	250,000 plus
Item #3 Plastic Sandbags							

Delivery Location State of Utah
No Location Specified

Qty 1

Description
Plastic sandbags

Item TO6901-1-04 - Item #4 Sandbag Filling Tool

	1-999	1,000-4,999	5,000-9,999	10,000-24,999	25,000-99,999	100,000-249,999	250,000 plus
Item #4 Sandbag Filling Tool							

Delivery Location State of Utah
No Location Specified

Qty 1

Description
Sandbag filling tool

State of Utah
Invitation to Bid
State Cooperative Contract

Company Name			Federal Tax Identification Number
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type e Corporation e Partnership e Proprietorship e Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)	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)		
Brand/Trade Name	Price Guarantee Period (see attached specifications for any required minimums)		
Minimum Order	Company's Internet Web Address		
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes e No e . If no, enter where produced, etc.			
Offeror's Authorized Representative's Signature	Print or type name and title	Date	
State of Utah Division of Purchasing Approval Douglas G. Richins, Director	Date	Contract Number	

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS
STATE COOPERATIVE CONTRACT

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 RFP Depot, LLC (www.rfpdepot.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) 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. (c) 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. (d) 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: 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. 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/contractinfo/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 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 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted www.purchasing.utah.gov/BidProcessing/BidTabulations.asp. (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 to 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.

(Revision: 2 February 2006 - ITB Instructions)

Standard Contract Terms and Conditions
State of Utah, State Cooperative Contract

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract 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 Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

3. LAWS AND REGULATIONS: The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.

4. RECORDS ADMINISTRATION: The Contractor will 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. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the 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.

5. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

6. INDEPENDENT CONTRACTOR: Contractor will be an independent Contractor, and as such will 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 expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax 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 will not be deemed to be employees or agents of the Contractor.

7. INDEMNITY CLAUSE: The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

8. EMPLOYMENT PRACTICES 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 work place.

9. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

10. RENEGOTIATION OR MODIFICATIONS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.

11. 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.

12. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all

accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. 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 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.

14. TAXES: Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. 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 otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

15. 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.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the

period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) “Purchasing Card” (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will 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 un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. 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 period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other 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 and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future proposal solicitations.

32. 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.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices 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, or copyright information.

36. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

37. 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.

38. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. 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. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.

39. ENTIRE AGREEMENT: This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: 2 Feb 2006

STATE COOPERATIVE CONTRACT - SANDBAGS

BID# TO6901 – April 2006

PURPOSE:
The purpose of this Invitation to Bid is to establish a state cooperative, multi-year contract for the purchase of sandbags, for the State of Utah departments, agencies, institutions and political subdivisions (i.e. colleges, school districts, counties, cities, etc.). All specifications and instructions are in addition to the Standard Terms and Conditions (attachment A) attached.

BASIS OF AWARD:
The State of Utah reserves the right to award this contract as a multi-award. The State reserves the right to reject any or all bids in whole or part offered in response to this bid.

The contract(s) shall be awarded to the lowest responsive and responsible bidder meeting specifications. Consideration shall be given to the quality of the products to be supplied, conformity to the specifications, delivery and price.

PRICING:
Prices quoted shall be net including transportation/delivery charges paid fully by the seller. No additional charges will be allowed for packing.

SAMPLES OF PRODUCTS:
The State of Utah may request that samples of sandbags, similar in nature to this request, be included with bid. The State of Utah has the option of examining and judging samples for quality acceptability.

CONTRACT TERM:
Contract shall be valid for a two (2) year period from May 2006 through April 2008. Contract may be extended for an additional two-year period. Either party shall have the right to cancel the contract at anytime for any reason following a 60-day written notice of cancellation. Cancellation of the contract due to contractor default may be immediate.

PRICE GUARANTEE PERIOD:
Pricing must be guaranteed for 90 days. If adjustments are necessary at the end of this period, the contractor shall give thirty (30) days written notice to the State. The letter must include documentation to support the price increase (as indicated under Price Increase Adjustments). In the event the new price proposals are not acceptable, the contract may be canceled. Any adjustment or amendment to the contract shall not be effective until approved by the State of Utah.

PRICE INCREASE ADJUSTMENTS:
The Division of Purchasing reserves the right to require additional supporting information on any request for increase. The State of Utah will be given the immediate benefit of any price decreases in sanbag prices.

It is understood and agreed in the event of a reduction in the manufacturer's price, the State of Utah will be given the full benefit of such decline in price immediately upon effective date of reduction.

MANDATORY USAGE REPORT REQUIREMENT:
One of the primary goals in administering this contract is to keep accurate records regarding its actual value. Consequently, contractor will be required to provide quarterly usage reports to the Division of Purchasing. All reports must be submitted, using our template, in electronic format via e-mail to both contract manager and to salesreports@utah.gov.

After contract award, you will be provided by email an **Excel** spreadsheet template that includes instructions, sample data and all information that must be provided.

Quarterly Report Submission
Quarterly reports must coincide with the quarters in the State of Utah fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30.
Quarter #2: October 1 through December 31, due annually by January 30.
Quarter #3: January 1 through March 31, due annually by April 30.
Quarter #4: April 1 through June 30, due annually by July 30.

Bidders shall identify below the name of the individual responsible for preparation of the mandatory usage reports:

NAME:	
MAILING ADDRESS:	
TELEPHONE #:	
FAX NUMBER:	
EMAIL ADDRESS:	

QUALITY SPECIFICATIONS:
Sandbags supplied to the State shall be free from defects. The State reserves the right to reject sandbags that are defective, or any sandbags not conforming to the specifications as outlined in this bid.

DELIVERY REQUIREMENTS:
Sandbags must be delivered to the location specified on the agency order form within the number of working days authorized, in adherence to the following:

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. Delivery or transportation expenses are the responsibility of the seller.

Delivery time will be between the hours of 8:00 AM and 5:00 PM, Monday through Friday (except State holidays).

The maximum number of days required to complete agency orders will be a consideration in award. Bids will not be considered if lead time exceeds 5 days.

If the contractor exceeds the delivery time for a normal delivery, the contractor may be charged late charges. Liquidated damages imposed by the State against the contractor for failure to meet delivery schedule will be 2% of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond its control such as acts of God, national emergency, strikes or fire. The State will assess penalties for late delivery in all cases except those that relate to causes beyond the contractor's control. The contractor must notify the ordering agency, in writing, on a timely basis, of such developments stating reason, justification and extent of delay.

FREIGHT TERMS OF SALE F.O.B. DESTINATION, FREIGHT PREPAID:
Contractor shall ship all sandbags F.O.B. destination, freight included in the product price. Please see Attachment A – Standard Contract Terms and Conditions for further freight terms information.

ORDERS:
Contractor must be able to accept orders via email, fax and through an electronic ordering system. Please provide details of your electronic ordering system with bid.

SPECIFICS:
The intent of this Invitation for Bid is to establish a term contract to supply sandbags for State of Utah government agencies to use for the construction of levees, dikes, and barricades for erosion control, flood walls, traffic control, or other uses as deemed necessary.

HISTORICAL USAGE:
No usage data from previous contracts is available. Usage varies due to run-off conditions.

SANDBAG SPECIFICATIONS:
SIZE: All sandbags must be 14”W x 26”L
CLOSURE: All sandbags must be hemmed top with tie cord or other means of securing.
ORDER QUANTITIES: Please state minimum order quantity and case quantities.
LEAD TIME: Bid must include lead time.

Item #1- Burlap sandbags (empty)
Item #2- Poly sandbags (empty)
Item #3- Plastic sandbags (empty)
Item #4- Sandbag filling tool, scoop type instrument for one person bag filling.

Please include specifications for each sandbag type.

State of Utah Contract for Sandbags
Solicitation #TO6901

Please complete the following order terms:

Lead Time _____

Minimum Order Quantity _____

Case Quantities _____

Questions and Answers

Question

What is the quantity desired quarterly? (Submitted: Apr 10, 2006 9:31:34 AM MDT)

Answer

- We do not have an estimate of usage. (Answered: Apr 10, 2006 9:44:30 AM MDT)