



STATE OF UTAH

PURCHASING UPDATE

INSURANCE CLAUSE IN CONTRACT TERMS AND CONDITIONS

Inside this issue:

Insurance Clause in Contracts	1
Procurement Education Partnership Seminar	2
Contract Amendment Guidelines	3-5
Did You Know? Temporary Employment Services	6
Did You Know? Face to Face Interpreting & Translation Services	6
Did You Know? Telephone Based Interpreter Services	6
State of Utah "Best Value" Cooperative Contracts—New, Extended, and Canceled	7-9

In the Standard Terms and Conditions for contracts, there is an Insurance Clause that requires action by the contracting agency. Located in Section 16 in the Standard Terms and Conditions for Goods and in Section 16 in the Standard Terms and Conditions for Services, the clause reads:

INSURANCE: Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to the State Entity within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

When an agency contract is being awarded, the agency is responsible for getting a copy of the proof of insurance from the Contractor. The agency must verify that the State was added as an additional insured and that the State will be notified if the insurance is cancelled. The agency must keep this documentation for the full time the contract is valid. Except in rare instances, the proof of insurance should not be an attachment to the contract.

If, during the preparation of a solicitation, an agency believes the Insurance Clause does not apply, the agency should contact the purchasing agent from State Purchasing to determine any changes that might be appropriate. Changes to the policy limits will need to be approved by both the agency's Assistant Attorney General and by Risk Management's Assistant Attorney General.



DIVISION OF PURCHASING & GENERAL SERVICES

PROCUREMENT EDUCATION PARTNERSHIP SEMINAR

HOSTED BY NASPO VALUE POINT AND THE STATE OF UTAH, DIVISION OF
PURCHASING AND GENERAL SERVICES

Topics & Presenters

Administrative Rule Update	Kent Beers
RFI - Tips, Tricks, & Samples	Paul Mash
Negotiating Contract Terms & Conditions	Alan Bachman
RFP and IFB Questionnaires	Chris Hughes & Terri O'Toole
Writing Better Specifications	Chris Hughes & Terri O'Toole
Solicitation Requirements for Multiple Awards	Jennifer Salts

DATE: 1 September 2015

TIME: 9 AM – 4 PM

LOCATION: State Office Building; 1st floor Auditorium
450 North State Street, Salt Lake City, Utah

There is no cost to attend this training
Lunch will be served to those who are registered

On Location Attendance Registration ▶▶▶ <http://goo.gl/forms/txcFBkIIG8>

Webinar Registration ▶▶▶ [Webinar Registration Link](#)

CONTRACT AMENDMENT GUIDELINES

By Shirley Williams

This document provides guidelines when preparing a Contract Amendment. For additional information, please contact the Division of Purchasing.

1. Renew Contracts Timely: If a contract has renewal options, the contract should be renewed prior to the current contract expiration date. Please review Purchasing's "Contract Renewal Policy" on the "Purchasing Forms" website. It is the best practice to renew timely.

For renewals that are processed after the contract expires, there is a 30 day grace period for renewing contracts. Contracts renewed between 31-90 days past the contract end date must have written justification and have a memo signed by a Director. Contracts that are not renewed within 90 days will lose their renewal options, and a new procurement must be completed for future purchases.

2. Renewal Options: On existing contracts, please renew the contract for all remaining renewal options, or send a Memo to State Purchasing explaining why the contract should be renewed for a shorter period.

The original contract governs how many years the contract can be renewed. Generally, the Contract Period must not be renewed for longer than the time approved on the original contract. In the rare case when an agency needs an extra renewal period not allowed by the contract and has good justification for an extra renewal period, the agency must contact State Purchasing for approval prior to processing an amendment.

3. Contract Period – Changing the End Date: If the Contract Period is changing, the Contract Period would be changed as shown in the example below:

Contract Period:

1/1/2013 (original starting date)
12/31/2015 (current ending date)
12/31/2017 **new ending date**

The Contract Period should not be left blank. When the new ending date is left blank, the amendment will be held by State Purchasing until Purchasing has email approval from the contractor and the agency to add "N/A" to the line, if there are no changes.

4. Contract Period – No Changes: If no changes will be made to the Contract Period on an amendment, the current ending date and the new ending date should match as shown in the example below:

Contract Period:

1/1/2013 (original starting date)
12/31/2017 (current ending date)
12/31/2017 **new ending date**

Second Option: Another option would be to list "N/A" or "No change" on the new ending date line. Do not leave the new ending date blank.

5. Contract Amounts – Changing the Contract Amount: If the Contract Amount is changing, the Contract Amount would be changed as shown in the example below:

Contract Amount:

\$100,000 (current contract amount)
20,000 (amendment amount)
\$120,000 **new contract amount**

[Note: Add current amount to amendment amount]

The **new contract amount** should not be left blank, since an amount could be added, after the amendment was signed. When the contract amounts are left blank, the amendment will be held by State Purchasing until Purchasing has email approval from the contractor and the agency to add "N/A" to the line, if there are no changes.

6. Contract Amounts – No Changes: If no money is being added or removed during the amendment process, the contract amounts should

CONTRACT AMENDMENT GUIDELINES (CONT.)

be listed on the amendment as shown in the example below:

Contract Amount:

<u>\$100,000</u>	(current contract amount)
<u>-0-</u>	(amendment amount)
<u>\$100,000</u>	new contract amount

[Note: Add current amount to amendment amount]

Second Option: Another option would be to list "N/A" or "No change" on the new contract amount line. Do not leave the new contract amount blank.

7. Contract Totals: The ending contract total from the previous amendment, or, if this is the first amendment, the contract total from the original contract should be carried forward as the current contract amount on the current amendment. List the additional funds to be added on the amendment amount line. Add the two amounts and list the sum on the new contract amount line. Double check the math on amendments.

8. Other Changes: Any changes other than the Contract Period or the Contract Amount would be listed under the Other Changes Section. This would include any attachments to the amendment, unit price changes, budget changes, contractor name or ownership changes, etc. If there are no additional changes, list "No change" in this Section.

9. Cost Details: Contracts need to have reasonable cost details for any money added in an amendment. If the unit costs are the same as the original contract, such as a price list or hourly rates, then no additional information would need to be identified. Cost Details would be listed under Other Changes, or within an attachment to the Amendment.

10. Attachments: List all attachments that will apply and are attached to the amendment in the Other Changes Section. If a document is only "clipped" to the amendment but it is NOT listed in the Other Changes Section, it is not legally a part of the contract.

Attachments that replace previous attachments should have the same Attachment Title as the previous attachment; although, the Attachment Title could be Attachment B-1 (or "Attachment B (Revised)") for a previous Attachment B. The title must be listed in the Attachment Header. Sample wording under Other Changes for a revised attachment is: "Attachment B-1 is replacing Attachment B."

If the attachment is NOT replacing a previous attachment, the attachment must have a unique Attachment Title from previous attachments that have been added in the contract.

11. Terms and Conditions: Normally there will not be changes made to the State Terms and Conditions or to the Contractor's Terms and Conditions, if applicable, after the original contract is processed. If contractor requests changes to the original terms and conditions, the agency should contact State Purchasing for guidance. Any changes made to the State Terms and Conditions or to the Contractor's Terms and Conditions: 1) must be in conformity to the requirements in the original solicitation; 2) must be evaluated carefully; and 3) must be approved by the agency's Assistant Attorney General and by State Purchasing.

12. Confidential or Proprietary Information: The following cannot be listed as confidential or proprietary in State contracts or amendments: the contract or amendment document, terms and conditions, pricing, sales orders, or invoices. Watch for headers, footers, cover page notes, or clauses that identify the documents as confidential or proprietary, and have the notation deleted or changed.

13. Effective Date of Amendment: The Effective Date of Amendment is the date that the changes listed in the amendment become effective. The Effective Date of Amendment would be: 1) the date that the renewal period starts, or 2) the date that a new price list will be effective, or 3) when the

CONTRACT AMENDMENT GUIDELINES (CONT.)

agency will start procuring the products or services listed in the amendment, etc. The Effective Date of Amendment must be filled in and should not be backdated unless Section 1 above applies.

14. Multiple Pages: If the amendment form extends to multiple pages, add a header or footer on the additional pages identifying the contract and amendment numbers. It may be beneficial to also identify the agency and contractor.

A sample header would be:

"Department of Administrative Services and ABC Company: Contract 156001, Amendment 1"

15. Sole Source: If there is a new Sole Source processed to cover additional products or services in an existing contract, the approved "Sole Source Request Form" must be included with the amendment when the amendment is sent to State Purchasing. The "Sole Source Request Form" should not be a formal attachment to the contract, but it should be included as backup information with the amendment. The contract total and/or the contract period should not go over the dollar amount or contract period approved in the Sole Source Request, unless approved in writing by State Purchasing.

16. Handwritten/Visible Changes: Handwritten and visible changes must be initialed by

both parties, except for minor changes, such as accounting code corrections or contract number corrections. Sometimes, during the signature process, a contractor makes a handwritten change to the contract, and the agency is unaware that the change was made.

17. White-Out: White-out must not be used on amendments. One cannot tell whose white-out changes are the last changes, or who actually made the changes. Changes to amendments should be visible changes and initialed by both parties.

18. Signatures: The signature block must be on one page. Do not have one or two signatures isolated on a separate page, as there is a potential for integrity problems with the amendment. When the signatures on an amendment are split between two pages, State Purchasing will return the contract to the agency to have the amendment re-written and routed for new signatures.



CHANGES IN THE DIVISION OF PURCHASING

The Division of Purchasing would like to announce that Christopher Hughes has been promoted to Assistant Director over Contract Legal Review within the Division.

Also, the Division of Purchasing would like to welcome the following new employee:

Chad Hinds— Purchasing Agent



STATE OF UTAH

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**We're on the
Web !**

[purchasing .utah.gov](http://purchasing.utah.gov)

This newsletter was edited by Shirley Williams. If you have any questions or comments, please email them to swilliams@utah.gov.

DID YOU KNOW:

Did you know the Statewide Cooperative Contract for TEMPORARY EMPLOYMENT SERVICES was recently re-solicited and we have a great mixture of new and incumbent vendors on this current contract that runs from 5/25/2015 to 5/25/2020. Vendors on this multiple award contract are listed below:

MA1090 Elwood Staffing Services
MA2242 InGenesis, Inc.
MA1822 Strategic Staffing Inc.
MA2241 Express Services, Inc.
MA2243 Remedy Intelligent Staffing
MA203 Advantage Services Inc.

This Statewide Cooperative Contract for Temporary Employment Services requires the Vendors to provide qualified

temporary staffing for all job categories listed below for the entire state of Utah at their agreed upon contract percentage:

Clerical Office Support
Financial / Accounting
Light Industrial
Heavy Industrial
Skilled Trades
Drivers and Heavy Equipment Operators
Medical Office Support
Additional Services

Agencies will order temporary employment services on an as needed basis. The end user shall establish the temporary employee's hourly pay rate.

DID YOU KNOW:

Did you know contracts for "Face to Face Interpreting and Written Translation Services" were recently awarded to 5 providers:

MA1841- CommGap
MA2084- Linguistica International
MA2253- InSync Interpreters, LLC
MA2254- Catholic Community Services of Utah
MA2255- Asian Association of Utah
Effective dates: 08/01/2015 through 07/30/2020

DID YOU KNOW:

NASPO Valuepoint (formerly WSCA) recently conducted a solicitation for "Telephone Based Interpreter Services", and awarded 3 contracts:

MA978- CTS Language Link
MA2238- Linguistica International
MA2239- Voiance Language Services LLC

Utah has now finalized the participating addenda for these providers.

Effective dates: 07/21/2015 through 07/20/2020

Contract summary sheets for all of these providers are now available for viewing on the State of Utah's Cooperative Contracts webpage. For any questions about these contracts, please contact Mark Parry at mparry@utah.gov.



NEW STATE OF UTAH “BEST VALUE” COOPERATIVE CONTRACTS

TITLE	CONTRACT	VENDOR	DATES	ADDITIONAL INFORMATION
Utah Administrative Code Books	PD934	Matthew Bender & Co., Inc	8/1/2015-7/31/2020	New contract/same vendor
Travel Card	AR800	UMB Bank NA	7/1/2015-6/30/2016	New contract/same vendor
Interpreting and Written Translation Services	MA1841	Craig Enterprises, Inc. dba CommGap Lelani Craig	8/1/2015-7/30/2020	New contract/same vendor; Multiple Award
Interpreting and Written Translation Services	MA2084	Linguistica International	8/1/2015-7/30/2020	New contract/same vendor; Multiple Award
Interpreting and Written Translation Services	MA2253	InSync Interpreters, LLC	8/1/2015-7/30/2020	Multiple Award Contract
Interpreting and Written Translation Services	MA2254	Catholic Community Services of Utah	8/1/2015-7/30/2020	Multiple Award Contract
Interpreting and Written Translation Services	MA2255	Asian Association of Utah dba Refugee and Immigrant Center	8/1/2015-7/30/2020	Multiple Award Contract

EXTENDED STATE OF UTAH “BEST VALUE” COOPERATIVE CONTRACTS

TITLE	CONTRACT	VENDOR	DATES	ADDITIONAL INFORMATION
Carpet, Broadloom and Tile	MA2095	Commercial Flooring Systems dba ReSource Utah	4/15/2010-11/20/2015	Multiple Award Contract
Carpet, Broadloom and Tile	MA2096	Certified Sales and Service, Inc	4/15/2010-11/20/2015	Multiple Award Contract
Carpet, Broadloom and Tile	MA2097	Wall 2 Wall Floor Coverings	4/15/2010-11/20/2015	Multiple Award Contract
Carpet, Broadloom and Tile	MA2098	Flooring Services Inc.	4/15/2010-11/20/2015	Multiple Award Contract

*The brief information in this newsletter is intended to highlight new contracts and contract changes. Always read the entire contract information sheet prior to making a purchasing decision.

EXTENDED STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACTS

TITLE	CONTRACT	VENDOR	DATES	ADDITIONAL INFORMATION
Fertilizer Products	PA1689	JR Simplot Company	8/10/2010-10/31/2015	
Medical, Hospital and Personal Care Items (MMCAP)	MA310	McKesson Medical-Surgical Minnesota Supply Inc.	12/1/2012-7/31/2016	Multiple Award Contract
Vehicle Rental (WSCA)	MA984	The Hertz Corporation	12/2/2009-9/18/2017	Multiple Award Contract
Managed Print Services	AR329	Xerox Corporation	11/1/2013-2/29/2016	Multiple Award Contract
Managed Print Services	AR333	Hewlett-Packard	11/22/2013-2/29/2016	Multiple Award Contract
Managed Print Services	AR334	Lexmark International Inc.	11/1/2013-2/29/2016	Multiple Award Contract
Managed Print Services	AR335	Canon USA Inc.	11/22/2013-2/29/2016	Multiple Award Contract
Mobile Communications Components	MA158	Talley Communications	2/24/2012-2/23/2018	Multiple Award Contract
Auto Parts (WSCA)	MA063	AutoZone, Parts, Inc.	9/9/2011-12/31/2015	Multiple Award Contract
Sandbags, Polypropylene (1600 Hour UVI Rating)	MA058	Fulton Pacific	4/26/2011-4/30/2016	Multiple Award Contract
Vehicle Lifts and Related Garage Equipment (WSCA)	MA2004	Automotive Resources Inc.	4/1/2006-12/31/2015	Multiple Award Contract
Bottled Spring Water & Dispensing Equipment	MA294	DS Services of America, Inc. dba Mount Olympus Waters, Inc.	10/1/2012-10/2/2017	

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EXTENDED STATE OF UTAH “BEST VALUE” COOPERATIVE CONTRACTS

TITLE	CONTRACT	VENDOR	DATES	ADDITIONAL INFORMATION
Communications—Test Equipment (WSCA)	AR1808	Aeroflex	8/27/2004-12/31/2015	
Gateway Devices for Radios, Telephones or Satcom Etc. (WSCA)	AR1782	Raytheon/JPS Communications, Inc.	4/28/2004-12/31/2015	
Towers, 3 Legged Triangular Hollow Leg Self Support & 4 Legged Hollow Self Support Towers (WSCA)	AR1944	Valmont Structures	10/6/2005-12/31/2015	
Communications-Radio Equipment (WSCA)	AR1795	Vertex Standard	6/14/2004-12/31/2015	
Microwave Antenna Systems, Waveguides & Associated Hardware (WSCA)	AR850	Radio Frequency Systems, Inc.	1/20/2004-12/31/2015	

EXPIRED OR CANCELED STATE OF UTAH “BEST VALUE” COOPERATIVE CONTRACTS

TITLE	CONTRACT	VENDOR	DATES	ADDITIONAL INFORMATION

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