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.
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 Questionaries
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

Webinar Registration
http://goo.gl/forms/txicFBkIlG8

NOTE: This training qualifies as “instructor-led” procurement training for the CPPB & CPPO certification requirements
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
be listed on the amendment as shown in the example below:

**Contract Amount:**

$100,000   (current contract amount)  
0        (amendment amount)  
$100,000    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
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 to 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.

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**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
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 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.

*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.*
# New State Of Utah “Best Value” Cooperative Contracts

<table>
<thead>
<tr>
<th>TITLE</th>
<th>CONTRACT</th>
<th>VENDOR</th>
<th>DATES</th>
<th>ADDITIONAL INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utah Administrative Code Books</td>
<td>PD934</td>
<td>Matthew Bender &amp; Co., Inc</td>
<td>8/1/2015-7/31/2020</td>
<td>New contract/same vendor</td>
</tr>
<tr>
<td>Travel Card</td>
<td>AR800</td>
<td>UMB Bank NA</td>
<td>7/1/2015-6/30/2016</td>
<td>New contract/same vendor</td>
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<tr>
<td>Interpreting and Written Translation Services</td>
<td>MA1841</td>
<td>Craig Enterprises, Inc. dba CommGap Lelani Craig</td>
<td>8/1/2015-7/30/2020</td>
<td>New contract/same vendor; Multiple Award</td>
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<tr>
<td>Interpreting and Written Translation Services</td>
<td>MA2084</td>
<td>Linguistica International</td>
<td>8/1/2015-7/30/2020</td>
<td>New contract/same vendor; Multiple Award</td>
</tr>
<tr>
<td>Interpreting and Written Translation Services</td>
<td>MA2253</td>
<td>InSync Interpreters, LLC</td>
<td>8/1/2015-7/30/2020</td>
<td>Multiple Award Contract</td>
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<tr>
<td>Interpreting and Written Translation Services</td>
<td>MA2254</td>
<td>Catholic Community Services of Utah</td>
<td>8/1/2015-7/30/2020</td>
<td>Multiple Award Contract</td>
</tr>
<tr>
<td>Interpreting and Written Translation Services</td>
<td>MA2255</td>
<td>Asian Association of Utah dba Refugee and Immigrant Center</td>
<td>8/1/2015-7/30/2020</td>
<td>Multiple Award Contract</td>
</tr>
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## Extended State Of Utah “Best Value” Cooperative Contracts

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<tbody>
<tr>
<td>Carpet, Broadloom and Tile</td>
<td>MA2095</td>
<td>Commercial Flooring Systems dba ReSource Utah</td>
<td>4/15/2010-11/20/2015</td>
<td>Multiple Award Contract</td>
</tr>
<tr>
<td>Carpet, Broadloom and Tile</td>
<td>MA2096</td>
<td>Certified Sales and Service, Inc</td>
<td>4/15/2010-11/20/2015</td>
<td>Multiple Award Contract</td>
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<tr>
<td>Carpet, Broadloom and Tile</td>
<td>MA2097</td>
<td>Wall 2 Wall Floor Coverings</td>
<td>4/15/2010-11/20/2015</td>
<td>Multiple Award Contract</td>
</tr>
<tr>
<td>Carpet, Broadloom and Tile</td>
<td>MA2098</td>
<td>Flooring Services Inc.</td>
<td>4/15/2010-11/20/2015</td>
<td>Multiple Award Contract</td>
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<tr>
<td>Fertilizer Products</td>
<td>PA1689</td>
<td>JR Simplot Company</td>
<td>8/10/2010-10/31/2015</td>
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<tr>
<td>Medical, Hospital and Personal Care Items (MMCAP)</td>
<td>MA310</td>
<td>McKesson Medical-Surgical Minnesota Supply Inc.</td>
<td>12/1/2012-7/31/2016</td>
<td>Multiple Award Contract</td>
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<tr>
<td>Vehicle Rental (WSCA)</td>
<td>MA984</td>
<td>The Hertz Corporation</td>
<td>12/2/2009-9/18/2017</td>
<td>Multiple Award Contract</td>
</tr>
<tr>
<td>Managed Print Services</td>
<td>AR329</td>
<td>Xerox Corporation</td>
<td>11/1/2013-2/29/2016</td>
<td>Multiple Award Contract</td>
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<tr>
<td>Managed Print Services</td>
<td>AR333</td>
<td>Hewlett-Packard</td>
<td>11/2/2013-2/29/2016</td>
<td>Multiple Award Contract</td>
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<tr>
<td>Managed Print Services</td>
<td>AR334</td>
<td>Lexmark International Inc.</td>
<td>11/1/2013-2/29/2016</td>
<td>Multiple Award Contract</td>
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<tr>
<td>Managed Print Services</td>
<td>AR335</td>
<td>Canon USA Inc.</td>
<td>11/22/2013-2/29/2016</td>
<td>Multiple Award Contract</td>
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<tr>
<td>Mobile Communications Components</td>
<td>MA158</td>
<td>Talley Communications</td>
<td>2/24/2012-2/23/2018</td>
<td>Multiple Award Contract</td>
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<tr>
<td>Auto Parts (WSCA)</td>
<td>MA063</td>
<td>AutoZone, Parts, Inc.</td>
<td>9/9/2011-12/31/2015</td>
<td>Multiple Award Contract</td>
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<tr>
<td>Sandbags, Polypropylene (1600 Hour UVI Rating)</td>
<td>MA058</td>
<td>Fulton Pacific</td>
<td>4/26/2011-4/30/2016</td>
<td>Multiple Award Contract</td>
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<tr>
<td>Vehicle Lifts and Related Garage Equipment (WSCA)</td>
<td>MA2004</td>
<td>Automotive Resources Inc.</td>
<td>4/1/2006-12/31/2015</td>
<td>Multiple Award Contract</td>
</tr>
<tr>
<td>Bottled Spring Water &amp; Dispensing Equipment</td>
<td>MA294</td>
<td>DS Services of America, Inc. dba Mount Olympus Waters, Inc.</td>
<td>10/1/2012-10/2/2017</td>
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<tr>
<td>Communications—Test Equipment (WSCA)</td>
<td>AR1808</td>
<td>Aeroflex</td>
<td>8/27/2004-12/31/2015</td>
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<tr>
<td>Gateway Devices for Radios, Telephones or Satcom Etc. (WSCA)</td>
<td>AR1782</td>
<td>Raytheon/JPS Communications, Inc.</td>
<td>4/28/2004-12/31/2015</td>
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<tr>
<td>Communications-Radio Equipment (WSCA)</td>
<td>AR1795</td>
<td>Vertex Standard</td>
<td>6/14/2004-12/31/2015</td>
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## Expired or Canceled State Of Utah “Best Value” Cooperative Contracts

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