Revision #2

Purchasing Agent: David Gill
Phone: (801) 538-3254
Email: dgill@utah.gov

Item: HEAVY EQUIPMENT RENTAL WITH OPERATOR. STORE IS LOCATED IN SALINA

Vendor:	35279I	Rasmussen Excavation L.L.C. 155 East 200 South P.O. Box 70 Salina, UT 84654

General, Sales and Usage Contact:	Rodney Rasmussen
Telephone:	(435) 529-7975
Fax number:	(435) 529-2135
Email address:	rodney@airquick.net
Report Type:	Line Item
Price:	See price sheet
Terms:	Net 30 days
Effective dates:	4/16/2007 through 4/15/2009
Remaining renewal options:	3 one-year renewals
Days required for delivery:	Within 48 hours
Price guarantee period:	1 Year
Transportation:	See "Transport" on Price Sheet
Other conditions:	

Revision #2: Vibratory roller and asphalt paver prices corrected.

Bid No. GL7072

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 DO in Finet. Agencies will return to the vendor any invoice which reflects incorrect pricing.

Refer also to these multiple award contracts: MA153 Construction Materials, MA201 Lyndon Jones, MA202 Coughlin, MA207 Gales Gold, MA279 Rasmussen, MA280 Staker & Parson, MA283 Burdick, MA1036 Nielson, MA1664 Morgan.

Provide documentation for your choice of supplier and rental rate. Attach this documentation to each rental contract/purchase order file copy.

FINET COMMODITY CODE(S): For Agency use only
91371 - MAINTENANCE AND REPAIR, HIGHWAY AND ROAD
92968 - ROAD AND HIGHWAY EQUIP(NOT OTHERWISE CLASSIFIED) MAINT/REPAIR
97566 - ROAD AND HIGHWAY EQUIPMENT RENTAL OR LEASE

REVISION HISTORY:
Revision #1: Addition of 8 & 14 ton vibratory rollers with water supplied.
Revision #2: Vibratory roller and asphalt paver prices corrected.

Price Sheet

Equipment		Hourly	Daily	Weekly	Weekend	Overtime	Emergency	$/hr Transport	AGL
Water Truck	3500 Gallon	$70.00	$560.00	$2,800.00	$70.00	$75.00	$80.00	$70.00	7
Sweeper	4 Wheel self propelled	$65.00	$520.00	$2,600.00	$65.00	$75.00	$75.00	$80.00	4
Roller - Vibratory	Self propelled, 8 ton, single drum	$80.00	$640.00	$3,200.00	$80.00	$90.00	$90.00	$80.00	5
	8 ton with water supplied	$92.00	$736.00	$3,680.00	$92.00	$92.00	$92.00	$80.00	5
	Pneumatic tire 9 wheel	$70.00	$560.00	$2,800.00	$70.00	$70.00	$80.00	$80.00	4
	Self propelled, 14 tons, double drum Cat 634-B	$120.00	$960.00	$4,800.00	$120.00	$135.00	$135.00	$80.00	8
	14 ton with water supplied	$132.00	$1,056.00	$5,280.00	$132.00	$144.00	$144.00	$80.00	8
Asphalt paver with 2-crew	Blaw Knox 5510 or equal	$180.00	$1,440.00	$7,200.00	$180.00	$195.00	$195.00	$80.00	7
	Additional screed man	$30.00	$240.00	$1,200.00	$45.00	$45.00	$45.00		
	Additional laborer	$25.00	$200.00	$1,000.00	$30.00	$30.00	$35.00		
	Winrow Elevator with Dump Man	$70.00	$560.00	$2,800.00	$70.00	$70.00	$80.00	$80.00	5
Excavator	Caterpillar 320	$125.00	$1,000.00	$5,000.00	$125.00	$140.00	$140.00	$80.00	8
	Hoe Ram attachment	$10.00	$80.00	$400.00	$10.00	$10.00	$10.00	$40.00	1
Dump Truck	10 cubic yard, 3 axel	$70.00	$560.00	$2,800.00	$70.00	$80.00	$80.00	$70.00	8
	Rock bed, 10 cubic yard, 3 axel	$80.00	$640.00	$3,200.00	$80.00	$90.00	$90.00	$80.00	9
Pup Trailer	8 cubic yard minimum, 2 axel	$18.00	$144.00	$720.00	$18.00	$18.00	$25.00	$18.00	2
Motor Grader	CAT #140H or equal	$100.00	$800.00	$4,000.00	$100.00	$110.00	$110.00	$80.00	8
Front End Loader	Cat 950	$95.00	$760.00	$3,800.00	$95.00	$110.00	$110.00	$80.00	7
Belly Dump	Single, 22 cubic yard	$75.00	$600.00	$3,000.00	$75.00	$85.00	$85.00	$75.00	10
	Double, 28 cubic yard	$100.00	$800.00	$5,000.00	$100.00	$110.00	$110.00	$100.00	12

Heavy Equipment Rental with Operator.
See "Full Contract" for all sections.

2.2. The pricing within the bid must be net pricing (to include all costs other than transport) and guaranteed for a minimum of **one year**.

3.2. **Fuel**. Equipment is to be delivered with a full tank of fuel and returned with a full tank of fuel.

3.3. **Fuel Charge/Credit**. When the price of on-highway diesel fuel exceeds $2.55 per gallon, contractor may charge for the difference in price multiplied by the AGL (average gallons per hour) multiplied by the hours of actual use. Pricing for any given week will be based on the Monday price of the Energy Information Administration listing for the Rocky Mountain Region found at:
http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp

For example, if in a given week the price of fuel was $2.85, $0.30 (2.85 – 2.55 = 0.30) may be used to calculate the fuel charge ($0.30 x AGL x hours = fuel charge).

Should the cost of fuel drop below $2.30 the same formula shall be used to calculate the credit due the state. E.g. ($2.30 - lower price) x AGL x hours = fuel credit.

3.4. **Operation Supplies**. Contractor shall furnish all operating supplies. The cost of supplies which must be provided by the user shall be deducted from contractor's invoice.

3.5. **Equipment Operator**. The equipment is to be operated by a licensed and trained employee of the contractor. The user reserves the right to request that an operator be replaced.

3.6. **Breakdowns and Repairs**. During the rental period, if equipment breaks down due to normal wear and tear it shall be the contractor's responsibility to repair the equipment without cost to the user.

3.7. **Insurance.** The contactor must provide evidence of insurance as required by the user before the equipment may be operated. The user shall not be liable for accidents caused by the operator.

3.8. **Response**. Equipment should be supplied within a forty-eight (48) hours' notice whenever possible.

3.9. **Definitions.**

Day	-	8 hours
Week	-	40 hours
Overtime	-	Hours on a certain date that exceed the above number of hours for that period
Weekend	-	Hours of Operation on Saturday, Sunday, or a State Holiday.
Emergency Time	-	Rental required with less than twenty-four (24) hours' notice.

Bid Tabulation Packet
for
Solicitation GL7072

Heavy Equipment Rental With Operator

State of Utah

Bid #GL7072 - Heavy Equipment Rental With Operator

Creation Date	Mar 2, 2007	End Date	Mar 21, 2007 2:00:00 PM MDT
Start Date	Mar 5, 2007 11:40:32 AM MST	Awarded Date	Apr 10, 2007

GL7072-1-01 Heavy Equipment Rental With Operator

Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Gales Gold & Excavation	First Offer - $0.00	1 / contract	$0.00	Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			
Burdick Paving, Corp.	First Offer - $0.00	1 / contract	$0.00	Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Prices are listed on spreadsheet; total price would be based on number of days equipment is rented.			
Nielson Construction [Ad]	First Offer - $0.00	1 / contract	$0.00	Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: RENTAL RATES WITH OPERATOR ARE IN ATTACHMENT			
Staker & Parson Companies	First Offer - $0.00	1 / contract	$0.00	Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: See attachment for unit prices.			
Construction Material Recycling	First Offer - $0.00	1 / contract	$0.00	Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Prices are attached			
Lyndon Jones Construction	First Offer - $0.01	1 / contract	$0.01	Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Please See Attached Rental Rates Spread Sheet.			
Coughlin Company [Ad]	First Offer - $1.00	1 / contract	$1.00	Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			
Morgan Asphalt, Inc.	First Offer - $1.00	1 / contract	$1.00	Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			

Vendor Totals

Burdick Paving, Corp. $0.00

Bid Contact Ryan Snow
ryan@burdickpaving.com
Ph 435-722-5013
Fax 435-722-2810

Address 1368 S 3000 W
PO Box 459
Roosevelt, UT 84066

Vendor Code 20015

Agency Notes:

Vendor Notes:

Gales Gold & Excavation $0.00

Bid Contact gale george
gale@gcrete.net
Ph 435-743-4545
Fax 435-743-4548

Address 1000 S 1500 W box 923
Fillmore, UT 84631

Vendor Code 23184

Agency Notes:

Vendor Notes:

Construction Material Recycling			$0.00
Bid Contact	Cody Thorn cmr_cody@msn.com Ph 801-518-7645 Fax 801-446-6252	Address	1267 W Chapel Ridge Dr. South Jordan, UT 84095
Agency Notes:		Vendor Notes:	
Nielson Construction [Ad]			$0.00
Bid Contact	W. Wayne McCandless nielsons@etv.net Ph 435-687-2494 x126	Address	P.O. Box 620 Huntington, UT 84528
Vendor Code	21885		
Bid Notes	RENTAL RATE WITH OPERATOR ARE IN THE ATTACHMENT		
Agency Notes:		Vendor Notes:	
Staker & Parson Companies			$0.00
Bid Contact	JC Wheelwright jwheelwright@stakerparson.com Ph 801-258-3900	Address	1730 N. Beck St. Salt Lake City, UT 84116
Agency Notes:		Vendor Notes:	
Lyndon Jones Construction			$0.01
Bid Contact	Eric McLean ericm@jonesconst.com Ph 801-253-3478 Fax 801-254-9124	Address	1277 Chapel Ridge DR South Jordan, UT 84095
Agency Notes:		Vendor Notes:	
Coughlin Company [Ad]			$1.00
Bid Contact	Darren Coughlin darren@coughlincompany.com Ph 435-634-1266 Fax 435-674-5119	Address	845N Industrial #2 St. George, UT 84770
Bid Notes	4 Hour Minimum Charge		
Agency Notes:		Vendor Notes:	
Morgan Asphalt, Inc.			$1.00
Bid Contact	Jeffery Talbot jeff@morganasphalt.com Ph 801-595-0010	Address	1970 N. Redwood Rd Salt Lake City, UT 84116
Agency Notes:		Vendor Notes:	

* * All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Burdick Paving, Corp.

Bid Contact Ryan Snow
ryan@burdickpaving.com
Ph 435-722-5013
Fax 435-722-2810

Address 1368 S 3000 W
PO Box 459
Roosevelt, UT 84066

Vendor Code 20015

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GL7072-1-01	Heavy Equipment Rental With Operator	Supplier Product Code: Prices are listed on spreadsheet; total price would be based on number of days equipment is rented.	First Offer - $0.00	1 / contract	$0.00	Y	Y
			Vendor Total			$0.00	

Burdick Paving, Corp.

Item: Heavy Equipment Rental With Operator

Attachments

RENTAL_RATES_with_operator.xls

Rental Rates

Category	Model/Description	Inch/Foot	Hourly	Daily	Weekly	Weekend	Overtime	Emergency	$/hr Transport	AGL
#1 Rotomill	Model #CMI 750 without water truck, 7 foot.	$	$	$	$	$	$	$	$/hr	av.gal/hr
	With water truck	$	$	$	$	$	$	$	$/hr	av.gal/hr
#1 Rotomill	Model #CMI 750 without water truck, 10 foot.	$	$	$	$	$	$	$	$/hr	av.gal/hr
	With water truck	$	$	$	$	$	$	$	$/hr	av.gal/hr
#2 Tailgate Spreader	Screed Man only, Layton H500B		$	$	$	$	$	$	$/hr	av.gal/hr
#3 Crane	18 Ton		$	$	$	$	$	$	$/hr	av.gal/hr
#4 Oil Distributor	2000 gallon, 2 axle		$	$1,200.00	$	$	$	$	$105.00	av.gal/hr
	3000 gallon, 3 axle		$	$	$	$	$	$	$/hr	av.gal/hr
#5 Chip Spreader	Self-propelled, 12' wide		$	$1,200.00	$	$	$	$	$105.00	av.gal/hr
#6 Water Truck	2500 gallon		$	$	$	$	$	$	$/hr	av.gal/hr
	3500 gallon		$	$ 950.00	$	$	$	$	$105.00	av.gal/hr
#7 Sweeper	3 wheel self propelled		$	$	$	$	$	$	$/hr	av.gal/hr
	4 wheel self propelled		$	$ 850.00	$	$	$	$	$105.00	av.gal/hr
	Vacuum pickup- model Tymco 600		$	$	$	$	$	$	$/hr	av.gal/hr
	Mechanical Pickup		$	$	$	$	$	$	$/hr	av.gal/hr
#8 Roller -Vibratory	Self Propelled up to 3 ton, single or double drum		$	$	$	$	$	$	$/hr	av.gal/hr
	Self propelled 3 to 10 ton, single or double drum, model RexSP910		$	$ 900.00	$	$	$	$	$105.00	av.gal/hr
	Pneumatic Tire 9 or 11 Wheel		$	$ 850.00	$	$	$	$	$105.00	av.gal/hr
#9 Wheel Loader	Caterpillar 966F		$	$1,200.00	$	$	$	$	$105.00	av.gal/hr
#10 Backhoe w/attachments	Caterpillar 436D		$	$	$	$	$	$	$/hr	av.gal/hr
	Case 580C Super		$	$ 750.00	$	$	$	$	$105.00	av.gal/hr
#11 Skid Steer Loader w/attachments	Bobcat S185		$	$	$	$	$	$		av.gal/hr
#12 Asphalt Paver with 2-Crew	Blaw Knox 5510		$	$1,800.00	$	$	$	$	$/hr $105.00	av.gal/hr
	Additional Screed Man		$	$ 350.00	$	$	$	$		
	Additional Laborer		$	$ 310.00	$	$	$	$		
	Winrow Elevator with Dump Man		$	$	$	$	$	$	$/hr	av.gal/hr
	Shuttle Buggy with Operator		$	$	$	$	$	$	$/hr	av.gal/hr
#13 Dozer	Caterpillar D6R / w/ripper		$	$	$	$	$	$	$/hr	av.gal/hr
	Caterpillar D8R / w/ripper		$	$2,000.00	$	$	$	$	$105.00	av.gal/hr
#14 Excavator	Caterpillar 320		$	$1,300.00	$	$	$	$	$105.00	av.gal/hr
	Caterpillar 330		$	$1,500.00	$	$	$	$	$105.00	av.gal/hr
	Caterpillar 345		$	$	$	$	$	$	$/hr	av.gal/hr
	Hoe ram attachment		$	$	$	$	$	$	$/hr	av.gal/hr
#15 Dump Truck	10 Cubic yard, 3 axel		$	$ 850.00	$	$	$	$	$105.00	av.gal/hr
	14 Cubic yard, 5 axel		$	$1,000.00	$	$	$	$	$105.00	av.gal/hr
	Rock bed, 10 cubic yard, 3 axel		$	$1,000.00	$	$	$	$	$105.00	av.gal/hr
#16 Pup Trailer	8 Cubic yard minimum, 3 or 4 axle		$	$	$	$	$	$	$/hr	av.gal/hr
#17 Motor Grader	CAT #140H		$	$1,250.00	$	$	$	$	$105.00	av.gal/hr
#18 Front End Loader	Cat 950		$	$	$	$	$	$	$/hr	av.gal/hr
	Cat 966		$	$	$	$	$	$	$/hr	av.gal/hr
#19 Belly Dump	Single, 22 cubic yard		$	$1,050.00	$	$	$	$	$105.00	av.gal/hr
	Double, 28 cubic yard		$	$1,250.00	$	$	$	$	$105.00	av.gal/hr
#20 Vactor	Vactor 2100 5 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 10 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 12 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 15 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr

Vendor: **Burdick Paving, Corp.**

STATE OF UTAH
Invitation to Bid

Legal Company Name (include d/b/a if applicable) **Burdick Paving**	Federal Tax Identification Number **870409214**	State of Utah Tax ID Number **870409214**	
Ordering Address **PO Box 459**	City **Roosevelt**	State **UT**	Zip Code **84066**
Remittance Address (if different from ordering address)	City	State	Zip Code
Type ☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person **Kerry Farnsworth**		
Telephone Number (include area code) **4357225013**	Fax Number (include area code) **4357222810**	Email Address **kerry@burdickpaving.com**	
Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered) **N/A**	Days Required for Delivery After Receipt of Order (see attached for any required minimums) **N/A**		
Brand/Trade Name **N/A**	Price Guarantee Period (see attached specifications for any required minimums) **N/A**		
Minimum Order **N/A**	Company's Internet Web Address **www.burdickpaving.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.			
Offeror's Authorized Representative's Signature **Kerry Farnsworth**	Date **3/16/07**		
Type or Print Name **Kerry Farnsworth**	Position or Title **VP**		

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

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: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "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 or 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 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.

12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 12 September 2006 - ITB Instructions)

Vendor: **Burdick Paving, Corp.**

State Cooperative Contract
Heavy Equipment Rental With Operator

1. **Introduction**

1.1. Multiple state cooperative contracts are contemplated to facilitate the rental of heavy equipment with operator for users such as state agencies, cities, counties, towns, and school districts. Contracts will be two (2) years with three (3) one-year renewal options.

2. **Bid Requirements**

2.1. The bid is divided into two parts. The first part is the dialog boxes provided in sections 3.8 through 3.14 at the end of this document.

The second part is an Excel file. This should be downloaded from RFP Depot, filled in, and uploaded to RFP Depot. Brand names and model numbers shall be changed to reflect the exact brand and model you are offering. Minor changes to descriptions may also be changed to reflect your equipment. Descriptions provided shall clarify information, not hide information. You may insert rows as needed in the Excel file to provide other options. When not bidding an item leave it blank but do not delete the row. You must highlight all changes.

2.2. The pricing within the bid must be net pricing (to include all costs other than transport) and guaranteed for a minimum of **one year**.

2.3. The transportation costs shall be bid in dollars-per-hour or dollars- per-mile. I bidding in dollrs-per-mile, you must change the column heading to $/mi.

3. **Rental Equipment Requirements**

3.1. **Equipment**. All equipment must be of current design and be in good operating condition.

3.2. **Fuel**. Equipment is to be delivered with a full tank of fuel and returned with a full tank of fuel.

3.3. **Fuel Charge/Credit**. When the price of on-highway diesel fuel exceeds $2.55 per gallon, contractor may charge for the difference in price multiplied by the AGL (average gallons per hour) multiplied by the hours of actual use. Pricing for any given week will be based on the Monday price of the Energy Information Administration listing for the Rocky Mountain Region found at:
http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp

For example, if in a given week the price of fuel was $2.85, $0.30 (2.85 – 2.55 = 0.30) may be used to calculate the fuel charge ($0.30 x AGL x hours = fuel

charge).

Should the cost of fuel drop below $2.30 the same formula shall be used to calculate the credit due the state. E.g. ($2.30 - lower price) x AGL x hours = fuel credit.

3.4. **Operation Supplies**. Contractor shall furnish all operating supplies. The cost of supplies which must be provided by the user shall be deducted from contractor's invoice.

3.5. **Equipment Operator**. The equipment is to be operated by a licensed and trained employee of the contractor. The user reserves the right to request that an operator be replaced.

3.6. **Breakdowns and Repairs**. During the rental period, if equipment breaks down due to normal wear and tear it shall be the contractor's responsibility to repair the equipment without cost to the user.

3.7. **Insurance.** The contactor must provide evidence of insurance as required by the user before the equipment may be operated. The user shall not be liable for accidents caused by the operator.

3.8. **Response**. Equipment should be supplied within a forty-eight (48) hours' notice whenever possible. Comment here on the normal availability of equipment.
One week notice.

3.9. **Definitions.** Please fill in the blanks.

Day -	**up to 10 hours**
Week-	
Overtime-	**over 10 hours**
Weekend-	Hours of operation on Saturday, Sunday or a State Holiday.
Emergency Time-	Rental required with less than twenty-four (24) hours' notice.
Inch/Foot-	Price for rotomill rental based on cutting 1" in depth and 1' in length.

3.10 State what additional **fees** if any, are invoiced.
none

3.11 State any **other** items/parameters applicable to this (resulting) contract.

Uintah Basin only.

3.12 Provide **a list** of all your Utah **rental stores** and contact information. Note: Each rental store listed shall be bound by the same rental rates. If different, each store must submit their own bid.

N/A

3.13 Indicate if you have **a system in place** to fully perform the reporting function stated in Section 20 of the terms and conditions? ("**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases [rental transactions] by each agency and political subdivision [under *this* contract].") ☑ Yes or ☐ No? If yes, briefly explain the system.

Computer accounting software tracks usage, and entered into Excel and emailed to state.

3.14 Provide **any additional comments** such as exceptions, additions, etc.

Uintah Basin only.

Gales Gold & Excavation

Bid Contact gale george
gale@gcrete.net
Ph 435-743-4545
Fax 435-743-4548

Address 1000 S 1500 W box 923
Fillmore, UT 84631

Vendor Code 23184

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GL7072-1-01	Heavy Equipment Rental With Operator	Supplier Product Code:	First Offer - $0.00	1 / contract	$0.00	Y	Y
			Vendor Total			$0.00	

Gales Gold & Excavation

Item: Heavy Equipment Rental With Operator

Attachments

Copy of RENTAL_RATES_with_operator.xls

Rental Rates

Category	Model/Description	Inch/Foot	Hourly	Daily	Weekly	Weekend	Overtime	Emergency	$/hr Transport	AGL
#1 Rotomill	Model #CMI 750 without water truck, 7 foot.	$	$	$	$	$	$	$	$/hr	av.gal/hr
	With water truck	$	$	$	$	$	$	$	$/hr	av.gal/hr
#1 Rotomill	Model #CMI 750 without water truck, 10 foot.	$	$	$	$	$	$	$	$/hr	av.gal/hr
	With water truck	$	$	$	$	$	$	$	$/hr	av.gal/hr
#2 Tailgate Spreader	Screed Man only, Layton H500B		$	$	$	$	$	$	$/hr	av.gal/hr
#3 Crane	18 Ton		$	$	$	$	$	$	$/hr	av.gal/hr
#4 Oil Distributor	2000 gallon, 2 axle		$	$	$	$	$	$	$/hr	av.gal/hr
	3000 gallon, 3 axle		$	$	$	$	$	$	$/hr	av.gal/hr
#5 Chip Spreader	Self-propelled, 12' wide		$	$	$	$	$	$	$/hr	av.gal/hr
#6 Water Truck	2500 gallon		$	$	$	$	$	$	$/hr	av.gal/hr
	3500 gallon		$	$	$	$	$	$	$/hr	av.gal/hr
#7 Sweeper	3 wheel self propelled		$	$	$	$	$	$	$/hr	av.gal/hr
	4 wheel self propelled		$	$	$	$	$	$	$/hr	av.gal/hr
	Vacuum pickup- model Tymco 600		$	$	$	$	$	$	$/hr	av.gal/hr
	mechanic servise truck /crane/welder/air compressor		$85.00	$680.00	$3,400.00	$105.00	$105.00	$105.00	$85.00	$4.00
#8 Roller -Vibratory	Self Propelled up to 3 ton, single or double drum		$	$	$	$	$	$	$/hr	av.gal/hr
	rex pd-600 sheeps foot compactor		$85.00	$680.00	$3,400.00	$105.00	$105.00	$105.00	$105.00	$5.00
	Pneumatic Tire 9 or 11 Wheel		$	$	$	$	$	$	$/hr	av.gal/hr
#9 Wheel Loader	**volvo 150-c**		$135.00	$1,080.00	$5,400.00	$155.00	$155.00	$155.00	$145.00	$13.00
#10 Backhoe w/attachments	Caterpillar 436D		$	$	$	$	$	$	$/hr	av.gal/hr
	jcb 214		$85.00	$680.00	$3,400.00	$105.00	$105.00	$105.00	$105.00	$5.00
#11 Skid Steer Loader w/attachments	**new holland ls170**		$95.00	$760.00	$3,800.00	$115.00	$115.00	$115.00	$105.00	$3.00
#12 Asphalt Paver with 2-Crew	Blaw Knox 5510		$	$	$	$	$	$	$/hr	av.gal/hr
	Additional Screed Man		$	$	$	$	$	$		
	Additional Laborer		$45.00	$360.00	$1,800.00	$65.00	$65.00	$65.00		
	Winrow Elevator with Dump Man		$	$	$	$	$	$	$/hr	av.gal/hr
	Shuttle Buggy with Operator		$	$	$	$	$	$	$/hr	av.gal/hr
#13 Dozer	Caterpillar D6R / w/ripper		$	$	$	$	$	$	$/hr	av.gal/hr
	international td20b /w/ripper		$135.00	$1,080.00	$5,400.00	$155.00	$155.00	$155.00	$145.00	$13.00
#14 Excavator	**kobelco 100**		$95.00	$760.00	$3,800.00	$115.00	$115.00	$115.00	$105.00	$5.00
	komotsu pc 220-3		$135.00	$1,080.00	$5,400.00	$155.00	$155.00	$155.00	$145.00	$13.00
	Caterpillar 345		$	$	$	$	$	$	$/hr	av.gal/hr
	Hoe ram attachment		$	$	$	$	$	$	$/hr	av.gal/hr
#15 Dump Truck	10 Cubic yard, 3 axel		$	$	$	$	$	$	$/hr	av.gal/hr
	12 cubic yard,4axle		$95.00	$760.00	$3,800.00	$115.00	$115.00	$115.00	$95.00	$10.00
	Rock bed, 10 cubic yard, 3 axel		$	$	$	$	$	$	$/hr	av.gal/hr
#16 Pup Trailer	8 Cubic yard minimum, 3 or 4 axle		$20.00	$160.00	$800.00	$20.00	$20.00	$20.00	$20.00	$0.00
#17 Motor Grader	CAT #140H		$	$	$	$	$	$	$/hr	av.gal/hr
#18 Front End Loader	Cat 950		$	$	$	$	$	$	$/hr	av.gal/hr
	volvo 150-c		$135.00	$1,080.00	$5,400.00	$155.00	$155.00	$155.00	$145.00	$13.00
#19 Belly Dump	Single, 22 cubic yard		$105.00	$840.00	$4,200.00	$125.00	$125.00	$125.00	$105.00	$10.00
	Double, 28 cubic yard		$135.00	$1,080.00	$5,400.00	$155.00	$155.00	$155.00	$135.00	$12.00
#20 Vactor	Vactor 2100 5 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 10 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 12 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 15 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr

Vendor: **Gales Gold & Excavation**

STATE OF UTAH
Invitation to Bid

Legal Company Name (include d/b/a if applicable) **Gales Gold & Excavation**	Federal Tax Identification Number **87-0465970**	State of Utah Tax ID Number **D82307**	
Ordering Address **1500 W. 1000 S.**	City **Fillmore**	State **Ut**	Zip Code **84631**
Remittance Address (if different from ordering address) **PO Box 923**	City **Fillmore**	State **Ut**	Zip Code **84631**
Type ☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person **Gale George**		
Telephone Number (include area code) **435-743-4545**	Fax Number (include area code) **435-743-4548**	Email Address **gale@gcrete.net**	
Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered) **n/a**	Days Required for Delivery After Receipt of Order (see attached for any required minimums) **n/a**		
Brand/Trade Name	Price Guarantee Period (see attached specifications for any required minimums) **3 years**		
Minimum Order **n/a**	Company's Internet Web Address **n/a**		
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.			
Offeror's Authorized Representative's Signature **Gale George**	Date **2/27/2007**		
Type or Print Name **Gale George**	Position or Title **President/owner**		

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

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: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "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 or 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 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.

12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 12 September 2006 - ITB Instructions)

Vendor: **Gales Gold & Excavation**

State Cooperative Contract
Heavy Equipment Rental With Operator

1. **Introduction**

1.1. Multiple state cooperative contracts are contemplated to facilitate the rental of heavy equipment with operator for users such as state agencies, cities, counties, towns, and school districts. Contracts will be two (2) years with three (3) one-year renewal options.

2. **Bid Requirements**

2.1. The bid is divided into two parts. The first part is the dialog boxes provided in sections 3.8 through 3.14 at the end of this document.

The second part is an Excel file. This should be downloaded from RFP Depot, filled in, and uploaded to RFP Depot. Brand names and model numbers shall be changed to reflect the exact brand and model you are offering. Minor changes to descriptions may also be changed to reflect your equipment. Descriptions provided shall clarify information, not hide information. You may insert rows as needed in the Excel file to provide other options. When not bidding an item leave it blank but do not delete the row. You must highlight all changes.

2.2. The pricing within the bid must be net pricing (to include all costs other than transport) and guaranteed for a minimum of **one year**.

2.3. The transportation costs shall be bid in dollars-per-hour or dollars- per-mile. I bidding in dollrs-per-mile, you must change the column heading to $/mi.

3. **Rental Equipment Requirements**

3.1. **Equipment**. All equipment must be of current design and be in good operating condition.

3.2. **Fuel**. Equipment is to be delivered with a full tank of fuel and returned with a full tank of fuel.

3.3. **Fuel Charge/Credit**. When the price of on-highway diesel fuel exceeds $2.55 per gallon, contractor may charge for the difference in price multiplied by the AGL (average gallons per hour) multiplied by the hours of actual use. Pricing for any given week will be based on the Monday price of the Energy Information Administration listing for the Rocky Mountain Region found at:
http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp

For example, if in a given week the price of fuel was $2.85, $0.30 (2.85 – 2.55 = 0.30) may be used to calculate the fuel charge ($0.30 x AGL x hours = fuel

charge).

Should the cost of fuel drop below $2.30 the same formula shall be used to calculate the credit due the state. E.g. ($2.30 - lower price) x AGL x hours = fuel credit.

3.4. **Operation Supplies**. Contractor shall furnish all operating supplies. The cost of supplies which must be provided by the user shall be deducted from contractor's invoice.

3.5. **Equipment Operator**. The equipment is to be operated by a licensed and trained employee of the contractor. The user reserves the right to request that an operator be replaced.

3.6. **Breakdowns and Repairs**. During the rental period, if equipment breaks down due to normal wear and tear it shall be the contractor's responsibility to repair the equipment without cost to the user.

3.7. **Insurance.** The contactor must provide evidence of insurance as required by the user before the equipment may be operated. The user shall not be liable for accidents caused by the operator.

3.8. **Response**. Equipment should be supplied within a forty-eight (48) hours' notice whenever possible. Comment here on the normal availability of equipment.

3.9. **Definitions.** Please fill in the blanks.

Day -	**8 hrs**
Week-	**40hrs**
Overtime-	**after 8 hrs**
Weekend-	Hours of operation on Saturday, Sunday or a State Holiday.
Emergency Time-	Rental required with less than twenty-four (24) hours' notice.
Inch/Foot-	Price for rotomill rental based on cutting 1" in depth and 1' in length.

3.10 State what additional **fees** if any, are invoiced.
fuel sursharge

3.11 State any **other** items/parameters applicable to this (resulting) contract.

3.12 Provide **a list** of all your Utah **rental stores** and contact information. Note: Each rental store listed shall be bound by the same rental rates. If different, each store must submit their own bid.

3.13 Indicate if you have **a system in place** to fully perform the reporting function stated in Section 20 of the terms and conditions? ("**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases [rental transactions] by each agency and political subdivision [under *this* contract].") ☐ Yes or ☐ No? If yes, briefly explain the system.

3.14 Provide **any additional comments** such as exceptions, additions, etc.

Construction Material Recycling

Bid Contact Cody Thorn
cmr_cody@msn.com
Ph 801-518-7645
Fax 801-446-6252

Address 1267 W Chapel Ridge Dr.
South Jordan, UT 84095

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GL7072-1-01	Heavy Equipment Rental With Operator	Supplier Product Code: Prices are attached	First Offer - $0.00	1 / contract	$0.00	Y	Y
			Vendor Total			$0.00	

Construction Material Recycling

Item: Heavy Equipment Rental With Operator

Attachments

Copy of RENTAL_RATES_with_operator.xls

Rental Rates

Category	Model/Description	Inch/Foot	Hourly	Daily	Weekly	Weekend	Overtime	Emergency	$/hr Transport	AGL
#1 Rotomill	Model #CMI 750 without water truck, 7 foot.	0.05	$600.00	$4,800.00	$24,000.00	$675.00	$675.00	$675.00	$130.00	25
	With water truck	0.06	$80.00	$640.00	$3,200.00	$100.00	$100.00	$100.00	$80.00	8
#1 Rotomill	Model #CMI 750 without water truck, 10 foot.	0.05	$1,100.00	$8,800.00	$44,000.00	$1,220.00	$1,220.00	$1,220.00	$300.00	50
	With water truck	0.06	$80.00	$640.00	$3,200.00	$100.00	$100.00	$100.00	$80.00	8
#2 Tailgate Spreader	Screed Man only, Layton H500B		$	$	$	$	$	$	$/hr	av.gal/hr
#3 Crane	18 Ton		$	$	$	$	$	$	$/hr	av.gal/hr
#4 Oil Distributor	2000 gallon, 2 axle		$	$	$	$	$	$	$/hr	av.gal/hr
	3000 gallon, 3 axle		$	$	$	$	$	$	$/hr	av.gal/hr
#5 Chip Spreader	Self-propelled, 12' wide		$	$	$	$	$	$	$/hr	av.gal/hr
#6 Water Truck	2500 gallon		$	$	$	$	$	$	$/hr	av.gal/hr
	3500 gallon		$	$	$	$	$	$	$/hr	av.gal/hr
#7 Sweeper	3 wheel self propelled		$	$	$	$	$	$	$/hr	av.gal/hr
	4 wheel self propelled		$80.00	$640.00	$3,200.00	$100.00	$100.00	$100.00	$80.00	5
	Vacuum pickup- model Tymco 600		$	$	$	$	$	$	$/hr	av.gal/hr
	Mechanical Pickup		$125.00	$1,000.00	$5,000.00	$150.00	$145.00	$145.00	$125.00	8
#8 Roller -Vibratory	Self Propelled up to 3 ton, single or double drum		$	$	$	$	$	$	$/hr	av.gal/hr
	Self propelled 3 to 10 ton, single or double drum, model RexSP910		$	$	$	$	$	$	$/hr	av.gal/hr
	Pneumatic Tire 9 or 11 Wheel		$	$	$	$	$	$	$/hr	av.gal/hr
#9 Wheel Loader	Caterpillar 966F		$	$	$	$	$	$	$/hr	av.gal/hr
#10 Backhoe w/attachments	Caterpillar 436D		$	$	$	$	$	$	$/hr	av.gal/hr
	Case 580C Super		$	$	$	$	$	$	$/hr	av.gal/hr
#11 Skid Steer Loader w/attachments	Bobcat S185		$	$	$	$	$	$	$/hr	av.gal/hr
#12 Asphalt Paver with 2-Crew	Blaw Knox 5510		$	$	$	$	$	$	$/hr	av.gal/hr
	Additional Screed Man		$	$	$	$	$	$		
	Additional Laborer		$	$	$	$	$	$		
	Winrow Elevator with Dump Man		$	$	$	$	$	$	$/hr	av.gal/hr
	Shuttle Buggy with Operator		$	$	$	$	$	$	$/hr	av.gal/hr
#13 Dozer	Caterpillar D6R / w/ripper		$	$	$	$	$	$	$/hr	av.gal/hr
	Caterpillar D8R / w/ripper		$	$	$	$	$	$	$/hr	av.gal/hr
#14 Excavator	Caterpillar 320		$	$	$	$	$	$	$/hr	av.gal/hr
	Caterpillar 330		$	$	$	$	$	$	$/hr	av.gal/hr
	Caterpillar 345		$	$	$	$	$	$	$/hr	av.gal/hr
	Hoe ram attachment		$	$	$	$	$	$	$/hr	av.gal/hr
#15 Dump Truck	10 Cubic yard, 3 axel		$	$	$	$	$	$	$/hr	av.gal/hr
	14 Cubic yard, 5 axel		$80.00	$640.00	$3,200.00	$100.00	$100.00	$100.00	$80.00	8
	Rock bed, 10 cubic yard, 3 axel		$85.00	$680.00	$3,400.00	$105.00	$105.00	$105.00	$85.00	8
#16 Pup Trailer	8 Cubic yard minimum, 3 or 4 axle		$	$	$	$	$	$	$/hr	av.gal/hr
#17 Motor Grader	CAT #140H		$	$	$	$	$	$	$/hr	av.gal/hr
#18 Front End Loader	Cat 950		$	$	$	$	$	$	$/hr	av.gal/hr
	Cat 966		$	$	$	$	$	$	$/hr	av.gal/hr
#19 Belly Dump	Single, 22 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Double, 28 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
#20 Vactor	Vactor 2100 5 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 10 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 12 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 15 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr

Vendor: **Construction Material Recycling**

STATE OF UTAH
Invitation to Bid

Legal Company Name (include d/b/a if applicable) **Construction Material Recycling**	Federal Tax Identification Number **20-0947029**	State of Utah Tax ID Number **Z81479**	
Ordering Address **1267 W Chapel Ridge Dr**	City **South Jordan**	State **UT**	Zip Code **84095**
Remittance Address (if different from ordering address)	City	State	Zip Code
Type ☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person **Cody Thorn**		
Telephone Number (include area code) **801-518-7645**	Fax Number (include area code) **801-446-6252**	Email Address **cmr_cody@msn.com**	
Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered) **Not Applicable**	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
Brand/Trade Name **Rotomilling**	Price Guarantee Period (see attached specifications for any required minimums)		
Minimum Order **3 hr**	Company's Internet Web Address		
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.			
Offeror's Authorized Representative's Signature	Date **03-21-07**		
Type or Print Name **Cody Thorn**	Position or Title **Project Manager**		

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

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: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "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 or 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 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.

12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 12 September 2006 - ITB Instructions)

Vendor: **Construction Material Recycling**

State Cooperative Contract
Heavy Equipment Rental With Operator

1. **Introduction**

1.1. Multiple state cooperative contracts are contemplated to facilitate the rental of heavy equipment with operator for users such as state agencies, cities, counties, towns, and school districts. Contracts will be two (2) years with three (3) one-year renewal options.

2. **Bid Requirements**

2.1. The bid is divided into two parts. The first part is the dialog boxes provided in sections 3.8 through 3.14 at the end of this document.

The second part is an Excel file. This should be downloaded from RFP Depot, filled in, and uploaded to RFP Depot. Brand names and model numbers shall be changed to reflect the exact brand and model you are offering. Minor changes to descriptions may also be changed to reflect your equipment. Descriptions provided shall clarify information, not hide information. You may insert rows as needed in the Excel file to provide other options. When not bidding an item leave it blank but do not delete the row. You must highlight all changes.

2.2. The pricing within the bid must be net pricing (to include all costs other than transport) and guaranteed for a minimum of **one year**.

2.3. The transportation costs shall be bid in dollars-per-hour or dollars- per-mile. I bidding in dollrs-per-mile, you must change the column heading to $/mi.

3. **Rental Equipment Requirements**

3.1. **Equipment**. All equipment must be of current design and be in good operating condition.

3.2. **Fuel**. Equipment is to be delivered with a full tank of fuel and returned with a full tank of fuel.

3.3. **Fuel Charge/Credit**. When the price of on-highway diesel fuel exceeds $2.55 per gallon, contractor may charge for the difference in price multiplied by the AGL (average gallons per hour) multiplied by the hours of actual use. Pricing for any given week will be based on the Monday price of the Energy Information Administration listing for the Rocky Mountain Region found at:
http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp

For example, if in a given week the price of fuel was $2.85, $0.30 (2.85 – 2.55 = 0.30) may be used to calculate the fuel charge ($0.30 x AGL x hours = fuel

charge).

Should the cost of fuel drop below $2.30 the same formula shall be used to calculate the credit due the state. E.g. ($2.30 - lower price) x AGL x hours = fuel credit.

3.4. **Operation Supplies**. Contractor shall furnish all operating supplies. The cost of supplies which must be provided by the user shall be deducted from contractor's invoice.

3.5. **Equipment Operator**. The equipment is to be operated by a licensed and trained employee of the contractor. The user reserves the right to request that an operator be replaced.

3.6. **Breakdowns and Repairs**. During the rental period, if equipment breaks down due to normal wear and tear it shall be the contractor's responsibility to repair the equipment without cost to the user.

3.7. **Insurance.** The contactor must provide evidence of insurance as required by the user before the equipment may be operated. The user shall not be liable for accidents caused by the operator.

3.8. **Response**. Equipment should be supplied within a forty-eight (48) hours' notice whenever possible. Comment here on the normal availability of equipment.

3.9. **Definitions.** Please fill in the blanks.

Day - **8 Hours**
Week- **40 Hours**
Overtime- **Hours that exceed a 8 hours shifts a day and Night work 7:00 pm to 2:00 am.**
Weekend- Hours of operation on Saturday, Sunday or a State Holiday.
Emergency Time- Rental required with less than twenty-four (24) hours' notice.
Inch/Foot- Price for rotomill rental based on cutting 1" in depth and 1' in length.

3.10 State what additional **fees** if any, are invoiced.

3.11 State any **other** items/parameters applicable to this (resulting) contract.

3.12 Provide **a list** of all your Utah **rental stores** and contact information. Note: Each rental store listed shall be bound by the same rental rates. If different, each store must submit their own bid.

3.13 Indicate if you have **a system in place** to fully perform the reporting function stated in Section 20 of the terms and conditions? ("**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases [rental transactions] by each agency and political subdivision [under *this* contract].") ☑ Yes or ☐ No? If yes, briefly explain the system.

We track this reports on each job and our software is capable of printing quarterly reports.

3.14 Provide **any additional comments** such as exceptions, additions, etc.

Price includes operator and ground person.
A $ 2,000 Minimum charge for 7 foot mill per day.
Rotomill # 2: Our full lane milling machine is a 12 feet 6 inches.

Nielson Construction

Bid Contact W. Wayne McCandless
nielsons@etv.net
Ph 435-687-2494 x126

Address P.O. Box 620
Huntington, UT 84528

Vendor Code 21885

Bid Notes RENTAL RATE WITH OPERATOR ARE IN THE ATTACHMENT

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GL7072-1-01	Heavy Equipment Rental With Operator	Supplier Product Code: RENTAL RATES WITH OPERATOR ARE IN ATTACHMENT	First Offer - $0.00	1 / contract	$0.00	Y	Y
			Vendor Total			$0.00	

Nielson Construction

Item: Heavy Equipment Rental With Operator

Attachments

rental rates.xls

Rental Rates

Category	Model/Description	Inch/Foot	Hourly	Daily	Weekly	Weekend	Overtime	Emergency	$/hr Transport	AGL
#1 Rotomill	Model #CMI 750 without water truck, 7 foot.	$	$	$	$	$	$	$	$/hr	av.gal/hr
	With water truck	$	$	$	$	$	$	$	$/hr	av.gal/hr
#1 Rotomill	Model #CMI 750 without water truck, 10 foot.	$	$	$	$	$	$	$	$/hr	av.gal/hr
	With water truck	$	$	$	$	$	$	$	$/hr	av.gal/hr
#2 Tailgate Spreader	Screed Man only, Layton H500B		$	$	$	$	$	$	$/hr	av.gal/hr
#3 Crane	18 Ton		$105.00	$840.00	$4,200.00	$140.00	$140.00	$155.00	$135.00	$6.00
#4 Oil Distributor	2000 gallon, 2 axle		$100.00	$800.00	$4,000.00	$135.00	$135.00	$150.00	$100.00	$8.00
	3000 gallon, 3 axle		$100.00	$800.00	$4,000.00	$135.00	$135.00	$150.00	$100.00	$8.00
#5 Chip Spreader	Self-propelled, 12' wide		$150.00	$1,200.00	$6,000.00	$185.00	$185.00	$200.00	$135.00	$5.00
#6 Water Truck	2500 gallon		$	$	$	$	$	$	$/hr	av.gal/hr
	3500 gallon		$80.00	$640.00	$3,200.00	$115.00	$115.00	$130.00	$80.00	$8.00
#7 Sweeper	3 wheel self propelled		$65.00	$520.00	$2,600.00	$100.00	$100.00	$115.00	$135.00	$4.00
	4 wheel self propelled		$70.00	$560.00	$2,800.00	$105.00	$105.00	$120.00	$135.00	$5.00
	Vacuum pickup- model Tymco 600		$	$	$	$	$	$	$/hr	av.gal/hr
	Mechanical Pickup		$	$	$	$	$	$	$/hr	av.gal/hr
#8 Roller -Vibratory	Self Propelled up to 3 ton, single or double drum		$80.00	$640.00	$3,200.00	$115.00	$115.00	$130.00	$135.00	$4.00
	Self propelled 3 to 10 ton, single or double drum, model RexSP910		$90.00	$720.00	$3,600.00	$125.00	$125.00	$140.00	$135.00	$5.00
	Pneumatic Tire 9 or 11 Wheel		$80.00	$640.00	$3,200.00	$115.00	$115.00	$130.00	$135.00	$4.00
#9 Wheel Loader	Caterpillar 966F		$115.00	$920.00	$4,600.00	$150.00	$150.00	$165.00	$135.00	$10.00
#10 Backhoe w/attachments	Caterpillar 436D		$	$	$	$	$	$	$/hr	av.gal/hr
	Case 580C Super		$75.00	$600.00	$3,000.00	$110.00	$110.00	$125.00	$135.00	$3.00
#11 Skid Steer Loader w/attachments	Bobcat S185		$70.00	$560.00	$2,800.00	$105.00	$105.00	$120.00	$135.00	$3.00
#12 Asphalt Paver with 2-Crew	Blaw Knox 5510		$225.00	$1,800.00	$9,000.00	$260.00	$260.00	$275.00	$135.00	$10.00
	Additional Screed Man		$38.00	$304.00	$1,520.00	$57.00	$57.00	$76.00		
	Additional Laborer		$35.00	$280.00	$1,400.00	$52.00	$52.00	$70.00		
	Winrow Elevator with Dump Man		$105.00	$840.00	$4,200.00	$140.00	$140.00	$155.00	$135.00	$6.00
	Shuttle Buggy with Operator		$200.00	$1,600.00	$8,000.00	$235.00	$235.00	$250.00	$135.00	$10.00
#13 Dozer	Caterpillar D6R / w/ripper		$125.00	$1,000.00	$5,000.00	$160.00	$160.00	$175.00	$135.00	$9.00
	Caterpillar D8R / w/ripper		$185.00	$1,480.00	$7,400.00	$220.00	$220.00	$235.00	$135.00	$13.00
#14 Excavator	Caterpillar 320		$120.00	$960.00	$4,800.00	$155.00	$155.00	$170.00	$135.00	$6.00
	Caterpillar 330		$155.00	$1,240.00	$6,200.00	$190.00	$190.00	$205.00	$135.00	$9.00
	Caterpillar 345		$210.00	$1,680.00	$8,400.00	$245.00	$245.00	$260.00	$135.00	$14.00
	Hoe ram attachment		$80.00	$640.00	$3,200.00	$115.00	$115.00	$150.00	$/hr	av.gal/hr
#15 Dump Truck	10 Cubic yard, 3 axel		$75.00	$600.00	$3,000.00	$110.00	$110.00	$125.00	$75.00	$8.00
	14 Cubic yard, 5 axel		$95.00	$760.00	$3,800.00	$130.00	$130.00	$145.00	$95.00	$8.00
	Rock bed, 10 cubic yard, 3 axel		$85.00	$680.00	$3,400.00	$120.00	$120.00	$135.00	$85.00	$8.00
#16 Pup Trailer	8 Cubic yard minimum, 3 or 4 axle		$40.00	$320.00	$1,600.00	$75.00	$75.00	$90.00	$40.00	av.gal/hr
#17 Motor Grader	CAT #140H		$130.00	$1,040.00	$5,200.00	$165.00	$165.00	$180.00	$135.00	$7.00
#18 Front End Loader	Cat 950		$85.00	$680.00	$3,400.00	$120.00	$120.00	$135.00	$135.00	$7.00
	Cat 966		$105.00	$840.00	$4,200.00	$140.00	$140.00	$155.00	$135.00	$8.00
#19 Belly Dump	Single, 22 cubic yard		$85.00	$680.00	$3,400.00	$120.00	$120.00	$135.00	$85.00	$9.00
	Double, 28 cubic yard		$115.00	$920.00	$4,600.00	$150.00	$150.00	$165.00	$115.00	$10.00
#20 Vactor	Vactor 2100 5 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 10 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 12 cubic yard		$235.00	$1,880.00	$9,400.00	$270.00	$270.00	$285.00	$235.00	$10.00
	Vactor 2100 15 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr

Vendor: **Nielson Construction**

STATE OF UTAH
Invitation to Bid

Legal Company Name (include d/b/a if applicable) **Nielson Construction**	Federal Tax Identification Number **87-0384698**	State of Utah Tax ID Number **E02649**	
Ordering Address **480 NORTH 400 WEST**	City **HUNTINGTON**	State **UT**	Zip Code **84582**
Remittance Address (if different from ordering address) **P.O. BOX 620**	City **HUNTINGTON**	State **UT**	Zip Code **84528**
Type ☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person **Wayne McCandless**		
Telephone Number (include area code) **(435)687-2494**	Fax Number (include area code) **(425)687-9721**	Email Address **waynemc@nielsonconstruction.com**	
Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered) **none**	Days Required for Delivery After Receipt of Order (see attached for any required minimums) **48 hours**		
Brand/Trade Name **n/a**	Price Guarantee Period (see attached specifications for any required minimums) **2 years**		
Minimum Order	Company's Internet Web Address **nielsonconstruction.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.			
Offeror's Authorized Representative's Signature **Wayne L. Nielson**	Date **3/20/2007**		
Type or Print Name **Wayne L. Nielson**	Position or Title **Corporate President**		

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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 or 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 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.

12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 12 September 2006 - ITB Instructions)

Vendor: **Nielson Construction**

State Cooperative Contract
Heavy Equipment Rental With Operator

1. **Introduction**

1.1. Multiple state cooperative contracts are contemplated to facilitate the rental of heavy equipment with operator for users such as state agencies, cities, counties, towns, and school districts. Contracts will be two (2) years with three (3) one-year renewal options.

2. **Bid Requirements**

2.1. The bid is divided into two parts. The first part is the dialog boxes provided in sections 3.8 through 3.14 at the end of this document.

The second part is an Excel file. This should be downloaded from RFP Depot, filled in, and uploaded to RFP Depot. Brand names and model numbers shall be changed to reflect the exact brand and model you are offering. Minor changes to descriptions may also be changed to reflect your equipment. Descriptions provided shall clarify information, not hide information. You may insert rows as needed in the Excel file to provide other options. When not bidding an item leave it blank but do not delete the row. You must highlight all changes.

2.2. The pricing within the bid must be net pricing (to include all costs other than transport) and guaranteed for a minimum of **one year**.

2.3. The transportation costs shall be bid in dollars-per-hour or dollars- per-mile. I bidding in dollrs-per-mile, you must change the column heading to $/mi.

3. **Rental Equipment Requirements**

3.1. **Equipment**. All equipment must be of current design and be in good operating condition.

3.2. **Fuel**. Equipment is to be delivered with a full tank of fuel and returned with a full tank of fuel.

3.3. **Fuel Charge/Credit**. When the price of on-highway diesel fuel exceeds $2.55 per gallon, contractor may charge for the difference in price multiplied by the AGL (average gallons per hour) multiplied by the hours of actual use. Pricing for any given week will be based on the Monday price of the Energy Information Administration listing for the Rocky Mountain Region found at:
http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp

For example, if in a given week the price of fuel was $2.85, $0.30 (2.85 – 2.55 = 0.30) may be used to calculate the fuel charge ($0.30 x AGL x hours = fuel

charge).

Should the cost of fuel drop below $2.30 the same formula shall be used to calculate the credit due the state. E.g. ($2.30 - lower price) x AGL x hours = fuel credit.

3.4. **Operation Supplies**. Contractor shall furnish all operating supplies. The cost of supplies which must be provided by the user shall be deducted from contractor's invoice.

3.5. **Equipment Operator**. The equipment is to be operated by a licensed and trained employee of the contractor. The user reserves the right to request that an operator be replaced.

3.6. **Breakdowns and Repairs**. During the rental period, if equipment breaks down due to normal wear and tear it shall be the contractor's responsibility to repair the equipment without cost to the user.

3.7. **Insurance.** The contactor must provide evidence of insurance as required by the user before the equipment may be operated. The user shall not be liable for accidents caused by the operator.

3.8. **Response**. Equipment should be supplied within a forty-eight (48) hours' notice whenever possible. Comment here on the normal availability of equipment.
48 hours

3.9. **Definitions.** Please fill in the blanks.

Day -	**8 hours**
Week-	**40 hours**
Overtime-	**Over 8 hours a day or 40 hours a week**
Weekend-	Hours of operation on Saturday, Sunday or a State Holiday.
Emergency Time-	Rental required with less than twenty-four (24) hours' notice.
Inch/Foot-	Price for rotomill rental based on cutting 1" in depth and 1' in length.

3.10 State what additional **fees** if any, are invoiced.
$75 per man per diem for work outside 100 mile radious from rental stores

3.11 State any **other** items/parameters applicable to this (resulting) contract.
none

3.12 Provide **a list** of all your Utah **rental stores** and contact information. Note: Each rental store listed shall be bound by the same rental rates. If different, each store must submit their own bid.
825 North Loop Road Huntington Utah 84528

750 East Ridge Road Price Utah 84501

3.13 Indicate if you have **a system in place** to fully perform the reporting function stated in Section 20 of the terms and conditions? ("**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases [rental transactions] by each agency and political subdivision [under *this* contract].") ☑ Yes or ☐ No? If yes, briefly explain the system.
Within one month of the end of each quarter sales must be reported to the state sales report website for what items were invoiced on this contract during the quarter.

3.14 Provide **any additional comments** such as exceptions, additions, etc.

Staker & Parson Companies

Bid Contact JC Wheelwright
jwheelwright@stakerparson.com
Ph 801-258-3900

Address 1730 N. Beck St.
Salt Lake City, UT 84116

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GL7072-1-01	Heavy Equipment Rental With Operator	Supplier Product Code: See attachment for unit prices.	First Offer - $0.00	1 / contract	$0.00	Y	Y
			Vendor Total			$0.00	

Staker & Parson Companies

Item: Heavy Equipment Rental With Operator

Attachments

RENTAL_RATES_with_operator.xls

Rental Rates

Category	Model/Description	Inch/Foot	Hourly	Daily	Weekly	Weekend	Overtime	Emergency	$/hr Transport	av.gal/hr AGL
#1 Rotomill	Model #CMI 750 without water truck, 7 foot.	$	$765.00	$6,120.00	$30,600.00	$890.00	$890.00	$950.00	$130.00	$30.00
	With water truck	$	$125.00	$1,000.00	$5,000.00	$160.00	$160.00	$160.00	$125.00	$8.00
#1 Rotomill	Model #CMI 750 without water truck, 10 foot.	$	$900.00	$7,200.00	$36,000.00	$1,020.00	$1,020.00	$1,100.00	$165.00	$45.00
	With water truck	$	$125.00	$1,000.00	$5,000.00	$160.00	$160.00	$160.00	$125.00	$8.00
#2 Tailgate Spreader	Screed Man only, Layton H500B		$70.00	$560.00	$2,800.00	$79.00	$79.00	$84.00	$95.00	$0.00
#3 Crane	18 Ton		$	$	$	$	$	$	$/hr	av.gal/hr
#4 Oil Distributor	2000 gallon, 2 axle		$110.00	$880.00	$4,400.00	$121.00	$121.00	$135.00	$110.00	$6.00
	3000 gallon, 3 axle		$115.00	$920.00	$4,600.00	$126.00	$126.00	$138.00	$115.00	$6.00
#5 Chip Spreader	Self-propelled, 12' wide		$	$	$	$	$	$	$/hr	av.gal/hr
#6 Water Truck	2500 gallon		$90.00	$720.00	$3,600.00	$100.00	$100.00	$108.00	$90.00	$5.50
	3500 gallon		$95.00	$760.00	$3,800.00	$105.00	$105.00	$114.00	$95.00	$5.50
#7 Sweeper	3 wheel self propelled		$	$	$	$	$	$	$/hr	av.gal/hr
	4 wheel self propelled		$80.00	$640.00	$3,200.00	$89.00	$89.00	$96.00	$120.00	$3.00
	Vacuum pickup- model Tymco 600		$145.00	$1,160.00	$5,800.00	$156.00	$156.00	$174.00	$145.00	$8.00
	Mechanical Pickup		$	$	$	$	$	$	$/hr	av.gal/hr
#8 Roller -Vibratory	Self Propelled up to 3 ton, single or double drum		$90.00	$720.00	$3,600.00	$101.00	$101.00	$108.00	$120.00	$3.00
	Self propelled 3 to 10 ton, single or double drum, model RexSP910		$100.00	$800.00	$4,000.00	$111.00	$111.00	$120.00	$120.00	$5.00
	Pneumatic Tire 9 or 11 Wheel		$	$	$	$	$	$	$/hr	av.gal/hr
#9 Wheel Loader	Caterpillar 966F		$130.00	$1,040.00	$5,200.00	$142.00	$142.00	$156.00	$120.00	$7.00
#10 Backhoe w/attachments	Caterpillar 436D		$105.00	$840.00	$4,200.00	$117.00	$117.00	$126.00	$120.00	$3.00
	Case 580C Super		$95.00	$760.00	$3,800.00	$107.00	$107.00	$114.00	$120.00	$3.00
#11 Skid Steer Loader	Bobcat S185		$90.00			$102.00	$102.00	$108.00		$3.00
w/attachments				$720.00	$3,600.00	$	$	$	$120.00	av.gal/hr
#12 Asphalt Paver with 2-Crew	Blaw Knox 5510		$245.00	$1,960.00	$9,800.00	$269.00	$269.00	$294.00	$120.00	$7.00
	Additional Screed Man		$45.00	$360.00	$1,800.00	$53.00	$53.00	$56.00		
	Additional Laborer		$42.00	$336.00	$1,680.00	$50.00	$50.00	$53.00		
	Winrow Elevator with Dump Man		$110.00	$880.00	$4,400.00	$121.00	$121.00	$132.00	$120.00	$5.00
	Shuttle Buggy with Operator		$250.00	$2,000.00	$10,000.00	$265.00	$265.00	$300.00	$165.00	$12.00
#13 Dozer	Caterpillar D6R / w/ripper		$120.00	$960.00	$4,800.00	$132.00	$132.00	$144.00	$120.00	$10.00
	Caterpillar D8R / w/ripper		$210.00	$1,680.00	$8,400.00	$222.00	$222.00	$252.00	$165.00	$12.00
#14 Excavator	Caterpillar 320		$130.00	$1,040.00	$5,200.00	$142.00	$142.00	$156.00	$120.00	$7.00
	Caterpillar 330		$135.00	$1,080.00	$5,400.00	$147.00	$147.00	$162.00	$150.00	$9.00
	Caterpillar 345		$	$	$	$	$	$	$/hr	av.gal/hr
	Hoe ram attachment		$	$	$	$	$	$	$/hr	av.gal/hr
#15 Dump Truck	10 Cubic yard, 3 axel		$	$	$	$	$	$	$/hr	av.gal/hr
	14 Cubic yard, 5 axel		$95.00	$760.00	$3,800.00	$104.00	$104.00	$114.00	$95.00	$8.00
	Rock bed, 10 cubic yard, 3 axel		$	$	$	$	$	$	$/hr	av.gal/hr
#16 Pup Trailer	8 Cubic yard minimum, 3 or 4 axle		$15.00	$120.00	$600.00	$15.00	$15.00	$22.50	$15.00	$2.00
#17 Motor Grader	CAT #140H		$135.00	$1,080.00	$5,400.00	$150.00	$150.00	$162.00	$120.00	$5.00
#18 Front End Loader	Cat 950		$110.00	$880.00	$4,400.00	$121.00	$121.00	$132.00	$120.00	$6.00
	Cat 966		$130.00	$1,040.00	$5,200.00	$142.00	$142.00	$156.00	$120.00	$7.00
#19 Belly Dump	Single, 22 cubic yard		$125.00	$1,000.00	$5,000.00	$134.00	$134.00	$150.00	$125.00	$8.00
	Double, 28 cubic yard		$140.00	$1,120.00	$5,600.00	$149.00	$149.00	$168.00	$140.00	$10.00
#20 Vactor	Vactor 2100 5 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 10 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 12 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 15 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr

Vendor: **Staker & Parson Companies**

STATE OF UTAH
Invitation to Bid

Legal Company Name (include d/b/a if applicable) **Staker & Parson Companies, dba Staker Paving and Construction**	Federal Tax Identification Number **87-0674587**	State of Utah Tax ID Number	
Ordering Address **1730 N. Beck St.**	City **Salt Lake City**	State **Ut**	Zip Code **84116**
Remittance Address (if different from ordering address)	City	State	Zip Code
Type ☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person **JC Wheelwright**		
Telephone Number (include area code) **801-258-3920**	Fax Number (include area code) **801-258-3997**	Email Address **jwheelwright@stakerparson.com**	
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 **www.stakerparson.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.			
Offeror's Authorized Representative's Signature **Michael R. Kurz**	Date **3/21/07**		
Type or Print Name **Michael R. Kurz**	Position or Title **Vice President**		

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

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: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "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 or 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 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.

12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 12 September 2006 - ITB Instructions)

Vendor: **Staker & Parson Companies**

State Cooperative Contract
Heavy Equipment Rental With Operator

1. **Introduction**

1.1. Multiple state cooperative contracts are contemplated to facilitate the rental of heavy equipment with operator for users such as state agencies, cities, counties, towns, and school districts. Contracts will be two (2) years with three (3) one-year renewal options.

2. **Bid Requirements**

2.1. The bid is divided into two parts. The first part is the dialog boxes provided in sections 3.8 through 3.14 at the end of this document.

The second part is an Excel file. This should be downloaded from RFP Depot, filled in, and uploaded to RFP Depot. Brand names and model numbers shall be changed to reflect the exact brand and model you are offering. Minor changes to descriptions may also be changed to reflect your equipment. Descriptions provided shall clarify information, not hide information. You may insert rows as needed in the Excel file to provide other options. When not bidding an item leave it blank but do not delete the row. You must highlight all changes.

2.2. The pricing within the bid must be net pricing (to include all costs other than transport) and guaranteed for a minimum of **one year**.

2.3. The transportation costs shall be bid in dollars-per-hour or dollars- per-mile. I bidding in dollrs-per-mile, you must change the column heading to $/mi.

3. **Rental Equipment Requirements**

3.1. **Equipment**. All equipment must be of current design and be in good operating condition.

3.2. **Fuel**. Equipment is to be delivered with a full tank of fuel and returned with a full tank of fuel.

3.3. **Fuel Charge/Credit**. When the price of on-highway diesel fuel exceeds $2.55 per gallon, contractor may charge for the difference in price multiplied by the AGL (average gallons per hour) multiplied by the hours of actual use. Pricing for any given week will be based on the Monday price of the Energy Information Administration listing for the Rocky Mountain Region found at:
http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp

For example, if in a given week the price of fuel was $2.85, $0.30 (2.85 – 2.55 = 0.30) may be used to calculate the fuel charge ($0.30 x AGL x hours = fuel

charge).

Should the cost of fuel drop below $2.30 the same formula shall be used to calculate the credit due the state. E.g. ($2.30 - lower price) x AGL x hours = fuel credit.

3.4. **Operation Supplies**. Contractor shall furnish all operating supplies. The cost of supplies which must be provided by the user shall be deducted from contractor's invoice.

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3.6. **Breakdowns and Repairs**. During the rental period, if equipment breaks down due to normal wear and tear it shall be the contractor's responsibility to repair the equipment without cost to the user.

3.7. **Insurance.** The contactor must provide evidence of insurance as required by the user before the equipment may be operated. The user shall not be liable for accidents caused by the operator.

3.8. **Response**. Equipment should be supplied within a forty-eight (48) hours' notice whenever possible. Comment here on the normal availability of equipment.

3.9. **Definitions.** Please fill in the blanks.

Day -	**8**
Week-	**40**
Overtime-	**Shifts Starting After 6 PM to 5 AM**
Weekend-	Hours of operation on Saturday, Sunday or a State Holiday.
Emergency Time-	Rental required with less than twenty-four (24) hours' notice.
Inch/Foot-	Price for rotomill rental based on cutting 1" in depth and 1' in length.

3.10 State what additional **fees** if any, are invoiced.

3.11 State any **other** items/parameters applicable to this (resulting) contract.

All equipment subject to a 4 hour minimum per job. If the equipment moves on its own power to job, the mobilization will be included in the 4 hr. minimum.

3.12 Provide **a list** of all your Utah **rental stores** and contact information. Note: Each rental store listed shall be bound by the same rental rates. If different, each store must submit their own bid.

Orem - Serving Utah, Juab, and Wasatch counties. Contact is Gordon Staker. (801-765-0003)

Salt Lake - Serving Salt Lake, Davis, Tooele, and Summit counties. Contact is JC Wheelwright. (801) 258-3920

Ogden - Serving Box Elder, Rich, Cache, and Weber counties. Contact is Jess Udy. (801) 809-2444

3.13 Indicate if you have **a system in place** to fully perform the reporting function stated in Section 20 of the terms and conditions? ("**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases [rental transactions] by each agency and political subdivision [under *this* contract].") ☐ Yes or ☐ No? If yes, briefly explain the system.

3.14 Provide **any additional comments** such as exceptions, additions, etc.

Lyndon Jones Construction

Bid Contact Eric McLean
ericm@jonesconst.com
Ph 801-253-3478
Fax 801-254-9124

Address 1277 Chapel Ridge DR
South Jordan, UT 84095

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GL7072-1-01	Heavy Equipment Rental With Operator	Supplier Product Code: Please See Attached Rental Rates Spread Sheet.	First Offer - $0.01	1 / contract	$0.01	Y	Y
			Vendor Total			$0.01	

Lyndon Jones Construction

Item: Heavy Equipment Rental With Operator

Attachments

RENTAL_RATES_with_operator.xls

Rental Rates

Category	Model/Description	Inch/Foot	Hourly	Daily	Weekly	Weekend	Overtime	Emergency	$/hr Transport	AGL
#1 Rotomill	Model #CMI 750 without water truck, 7 foot.	$ 0.07	$650.00	$5,200.00	$26,000.00	$700.00	$700.00	$700.00	$130.00	25
	With water truck	$ 0.01	$75.00	$600.00	$3,000.00	$95.00	$95.00	$95.00	$75.00	8
#1 Rotomill	Model #CMI 750 without water truck, 10 foot.	$ 0.07	$1,200.00	$9,600.00	$48,000.00	$1,250.00	$1,250.00	$1,250.00	$320.00	50
	With water truck	$ 0.01	$75.00	$600.00	$3,000.00	$95.00	$95.00	$95.00	$75.00	8
#2 Tailgate Spreader	Screed Man only, Layton H500B									
#3 Crane	18 Ton		$95.00	$760.00	$3,800.00	$115.00	$115.00	$115.00	$/hr	8
#4 Oil Distributor	2000 gallon, 2 axle									
	3000 gallon, 3 axle									
#5 Chip Spreader	Self-propelled, 12' wide									
#6 Water Truck	2500 gallon		$75.00	$600.00	$3,000.00	$95.00	$95.00	$95.00	$75.00	7
	3500 gallon		$85.00	$680.00	$3,400.00	$105.00	$105.00	$105.00	$85.00	8
#7 Sweeper	3 wheel self propelled		$60.00	$480.00	$2,400.00	$80.00	$80.00	$80.00	$60.00	4
	4 wheel self propelled		$80.00	$640.00	$3,200.00	$100.00	$100.00	$100.00	$80.00	4
	Vacuum pickup- model Tymco 600		$110.00	$880.00	$4,400.00	$130.00	$130.00	$130.00	$110.00	8
	Mechanical Pickup		$125.00	$1,000.00	$5,000.00	$145.00	$145.00	$145.00	$125.00	8
#8 Roller -Vibratory	Self Propelled up to 3 ton, single or double drum		$65.00	$520.00	$2,600.00	$85.00	$85.00	$85.00	$110.00	6
	Self propelled 3 to 10 ton, single or double drum, model RexSP910		$75.00	$600.00	$3,000.00	$95.00	$95.00	$95.00	$110.00	7
	Pneumatic Tire 9 or 11 Wheel									
#9 Wheel Loader	Caterpillar 966F		$150.00	$1,200.00	$6,000.00	$170.00	$170.00	$170.00	$200.00	10
#10 Backhoe w/attachments	Caterpillar 436D		$90.00	$720.00	$3,600.00	$110.00	$110.00	$110.00	$110.00	5
	Case 580C Super		$90.00	$720.00	$3,600.00	$110.00	$110.00	$110.00	$110.00	5
#11 Skid Steer Loader w/attachments	Bobcat S185		$65.00	$520.00	$2,600.00	$85.00	$85.00	$85.00	$110.00	4
#12 Asphalt Paver with 2-Crew	Blaw Knox 5510									
	Additional Screed Man									
	Additional Laborer									
	Winrow Elevator with Dump Man									
	Shuttle Buggy with Operator									
#13 Dozer	Caterpillar D6R / w/ripper									
	Caterpillar D8R / w/ripper									
#14 Excavator	Caterpillar 320		$120.00	$960.00	$4,800.00	$140.00	$140.00	$140.00	$110.00	7
	Caterpillar 330		$160.00	$1,280.00	$6,400.00	$180.00	$180.00	$180.00	$110.00	8
	Caterpillar 345		$175.00	$1,400.00	$7,000.00	$195.00	$195.00	$195.00	$200.00	9
	Hoe ram attachment		$20.00	$160.00	$800.00	$40.00	$40.00	$40.00	$30.00	1
#15 Dump Truck	10 Cubic yard, 3 axel		$70.00	$560.00	$2,800.00	$90.00	$90.00	$90.00	$70.00	7
	14 Cubic yard, 5 axel		$80.00	$640.00	$3,200.00	$100.00	$100.00	$100.00	$80.00	8
	Rock bed, 10 cubic yard, 3 axel		$80.00	$640.00	$3,200.00	$100.00	$100.00	$100.00	$80.00	7
#16 Pup Trailer	8 Cubic yard minimum, 3 or 4 axle		$30.00	$240.00	$1,200.00	$50.00	$50.00	$50.00	$30.00	3
#17 Motor Grader	CAT #140H		$120.00	$960.00	$4,800.00	$140.00	$140.00	$140.00	$110.00	7
#18 Front End Loader	Cat 950		$130.00	$1,040.00	$5,200.00	$150.00	$150.00	$150.00	$200.00	6
	Cat 966		$175.00	$1,400.00	$7,000.00	$195.00	$195.00	$195.00	$200.00	8
#19 Belly Dump	Single, 22 cubic yard		$90.00	$720.00	$3,600.00	$110.00	$110.00	$110.00	$90.00	8
	Double, 28 cubic yard		$125.00	$1,000.00	$5,000.00	$145.00	$145.00	$145.00	$125.00	12
#20 Vactor	Vactor 2100 5 cubic yard		$210.00	$1,680.00	$8,400.00	$230.00	$230.00	$230.00	$210.00	7
	Vactor 2100 10 cubic yard		$225.00	$1,800.00	$9,000.00	$245.00	$245.00	$245.00	$225.00	8
	Vactor 2100 12 cubic yard		$235.00	$1,880.00	$9,400.00	$255.00	$255.00	$255.00	$235.00	8
	Vactor 2100 15 cubic yard		$250.00	$2,000.00	$10,000.00	$270.00	$270.00	$270.00	$250.00	8

Vendor: **Lyndon Jones Construction**

STATE OF UTAH
Invitation to Bid

Legal Company Name (include d/b/a if applicable) **Lyndon Jones Construction**	Federal Tax Identification Number **87-0513921**	State of Utah Tax ID Number	
Ordering Address **1277 Chapel Ridge DR**	City **South Jordan**	State **Ut**	Zip Code **84095**
Remittance Address (if different from ordering address)	City	State	Zip Code
Type ☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person **Eric**		
Telephone Number (include area code) **801-253-3478**	Fax Number (include area code) **801-254-9124**	Email Address **ericm@jonesconst.com**	
Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered) **n/a**	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 **1 hr**	Company's Internet Web Address		
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.			
Offeror's Authorized Representative's Signature **Lyndon Jones**	Date **3-21-2007**		
Type or Print Name **Lyndon Jones**	Position or Title **Owner / CEO**		

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

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: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "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 or 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 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.

12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 12 September 2006 - ITB Instructions)

Vendor: **Lyndon Jones Construction**

State Cooperative Contract
Heavy Equipment Rental With Operator

1. **Introduction**

1.1. Multiple state cooperative contracts are contemplated to facilitate the rental of heavy equipment with operator for users such as state agencies, cities, counties, towns, and school districts. Contracts will be two (2) years with three (3) one-year renewal options.

2. **Bid Requirements**

2.1. The bid is divided into two parts. The first part is the dialog boxes provided in sections 3.8 through 3.14 at the end of this document.

The second part is an Excel file. This should be downloaded from RFP Depot, filled in, and uploaded to RFP Depot. Brand names and model numbers shall be changed to reflect the exact brand and model you are offering. Minor changes to descriptions may also be changed to reflect your equipment. Descriptions provided shall clarify information, not hide information. You may insert rows as needed in the Excel file to provide other options. When not bidding an item leave it blank but do not delete the row. You must highlight all changes.

2.2. The pricing within the bid must be net pricing (to include all costs other than transport) and guaranteed for a minimum of **one year**.

2.3. The transportation costs shall be bid in dollars-per-hour or dollars- per-mile. I bidding in dollrs-per-mile, you must change the column heading to $/mi.

3. **Rental Equipment Requirements**

3.1. **Equipment**. All equipment must be of current design and be in good operating condition.

3.2. **Fuel**. Equipment is to be delivered with a full tank of fuel and returned with a full tank of fuel.

3.3. **Fuel Charge/Credit**. When the price of on-highway diesel fuel exceeds $2.55 per gallon, contractor may charge for the difference in price multiplied by the AGL (average gallons per hour) multiplied by the hours of actual use. Pricing for any given week will be based on the Monday price of the Energy Information Administration listing for the Rocky Mountain Region found at:
http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp

For example, if in a given week the price of fuel was $2.85, $0.30 (2.85 – 2.55 = 0.30) may be used to calculate the fuel charge ($0.30 x AGL x hours = fuel

charge).

Should the cost of fuel drop below $2.30 the same formula shall be used to calculate the credit due the state. E.g. ($2.30 - lower price) x AGL x hours = fuel credit.

3.4. **Operation Supplies**. Contractor shall furnish all operating supplies. The cost of supplies which must be provided by the user shall be deducted from contractor's invoice.

3.5. **Equipment Operator**. The equipment is to be operated by a licensed and trained employee of the contractor. The user reserves the right to request that an operator be replaced.

3.6. **Breakdowns and Repairs**. During the rental period, if equipment breaks down due to normal wear and tear it shall be the contractor's responsibility to repair the equipment without cost to the user.

3.7. **Insurance.** The contactor must provide evidence of insurance as required by the user before the equipment may be operated. The user shall not be liable for accidents caused by the operator.

3.8. **Response**. Equipment should be supplied within a forty-eight (48) hours' notice whenever possible. Comment here on the normal availability of equipment. **Available with 48 hr or sooner. Will accomodate as needed.**

3.9. **Definitions.** Please fill in the blanks.

Day -	**8hr. max. (any 8hr block between 7am and 7pm**
Week-	**5 days (8hrs/dy max)**
Overtime-	**anything over 8hr in one day or at night**
Weekend-	Hours of operation on Saturday, Sunday or a State Holiday.
Emergency Time-	Rental required with less than twenty-four (24) hours' notice.
Inch/Foot-	Price for rotomill rental based on cutting 1" in depth and 1' in length.

3.10 State what additional **fees** if any, are invoiced.
7' rotomill has a $2,000 per day minimum charge. 10' rotomill (bid as 12'6" wide) has a $5,000 per day minimum charge.

3.11 State any **other** items/parameters applicable to this (resulting) contract.
n/a

3.12 Provide **a list** of all your Utah **rental stores** and contact information. Note: Each rental store listed shall be bound by the same rental rates. If different, each store must submit their own bid.
South Jordan, UT

3.13 Indicate if you have **a system in place** to fully perform the reporting function stated in Section 20 of the terms and conditions? ("**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases [rental transactions] by each agency and political subdivision [under *this* contract].") ☑ Yes or ☐ No? If yes, briefly explain the system.
Print outs available upon request. Our accounting software (Computerease) is capable of such a report.

3.14 Provide **any additional comments** such as exceptions, additions, etc.

All equipment includes an operator.

Coughlin Company

Bid Contact Darren Coughlin
darren@coughlincompany.com
Ph 435-634-1266
Fax 435-674-5119

Address 845N Industrial #2
St. George, UT 84770

Bid Notes 4 Hour Minimum Charge

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GL7072-1-01	Heavy Equipment Rental With Operator	Supplier Product Code:	First Offer - $1.00	1 / contract	$1.00	Y	Y
			Vendor Total			$1.00	

Coughlin Company

Item: Heavy Equipment Rental With Operator

Attachments

Bid for State Con..xls

Rental Rates

Category	Model/Description	Inch/Foot	Hourly	Daily	Weekly	Weekend	Overtime	Emergency	$/hr Transport	AGL
#1 Rotomill	Model #CMI 800-7 without water truck, 7 foot.	N/A	$750.00	$6,000.00	$30,000.00	$875.00	$875.00	$875.00	$125.00	$24.00
	With water truck	N/A	$125.00	$1,000.00	$5,000.00	$157.00	$157.00	$157.00	$125.00	$10.00
#1 Rotomill	Model #CMI 1050 without water truck, 10 foot.	N/A	$875.00	$7,000.00	$35,000.00	$1,000.00	$1,000.00	$1,000.00	$225.00	$30.00
	With water truck	N/A	$125.00	$1,000.00	$5,000.00	$157.00	$157.00	$157.00	$125.00	$10.00
#2 Tailgate Spreader	Screed Man only, Layton H500B		$	$	$	$	$	$	$/hr	av.gal/hr
#3 Crane	18 Ton		$	$	$	$	$	$	$/hr	av.gal/hr
#4 Oil Distributor	2000 gallon, 2 axle		$	$	$	$	$	$	$/hr	av.gal/hr
	3000 gallon, 3 axle		$	$	$	$	$	$	$/hr	av.gal/hr
#5 Chip Spreader	Self-propelled, 12' wide		$	$	$	$	$	$	$/hr	av.gal/hr
#6 Water Truck	2500 gallon		$	$	$	$	$	$	$/hr	av.gal/hr
	3500 gallon		$	$	$	$	$	$	$/hr	av.gal/hr
#7 Sweeper	3 wheel self propelled		$	$	$	$	$	$	$/hr	av.gal/hr
	4 wheel self propelled		$125.00	$1,000.00	$5,000.00	$157.00	$157.00	$157.00	$125.00	$6.00
	Vacuum pickup- model Tymco 600		$	$	$	$	$	$	$/hr	av.gal/hr
	Mechanical Pickup		$175.00	$1,400.00	$7,000.00	$218.00	$218.00	$218.00	$125.00	$9.00
#8 Roller -Vibratory	Self Propelled up to 3 ton, single or double drum		$	$	$	$	$	$	$/hr	av.gal/hr
	Self propelled 3 to 10 ton, single or double drum, model RexSP910		$	$	$	$	$	$	$/hr	av.gal/hr
	Pneumatic Tire 9 or 11 Wheel		$	$	$	$	$	$	$/hr	av.gal/hr
#9 Wheel Loader	Caterpillar 966F		$	$	$	$	$	$	$/hr	av.gal/hr
#10 Backhoe w/attachments	Caterpillar 436D		$	$	$	$	$	$	$/hr	av.gal/hr
	Case 580C Super		$	$	$	$	$	$	$/hr	av.gal/hr
#11 Skid Steer Loader w/attachments	Bobcat S185		$	$	$	$	$	$	$/hr	av.gal/hr
#12 Asphalt Paver with 2-Crew	Blaw Knox 5510		$	$	$	$	$	$	$/hr	av.gal/hr
	Additional Screed Man		$	$	$	$	$	$		
	Additional Laborer		$	$	$	$	$	$		
	Winrow Elevator with Dump Man		$	$	$	$	$	$	$/hr	av.gal/hr
	Shuttle Buggy with Operator		$	$	$	$	$	$	$/hr	av.gal/hr
#13 Dozer	Caterpillar D6R / w/ripper		$	$	$	$	$	$	$/hr	av.gal/hr
	Caterpillar D8R / w/ripper		$	$	$	$	$	$	$/hr	av.gal/hr
#14 Excavator	Caterpillar 320		$	$	$	$	$	$	$/hr	av.gal/hr
	Caterpillar 330		$	$	$	$	$	$	$/hr	av.gal/hr
	Caterpillar 345		$	$	$	$	$	$	$/hr	av.gal/hr
	Hoe ram attachment		$	$	$	$	$	$	$/hr	av.gal/hr
#15 Dump Truck	10 Cubic yard, 3 axel		$	$	$	$	$	$	$/hr	av.gal/hr
	14 Cubic yard, 5 axel		$	$	$	$	$	$	$/hr	av.gal/hr
	Rock bed, 10 cubic yard, 3 axel		$	$	$	$	$	$	$/hr	av.gal/hr
#16 Pup Trailer	8 Cubic yard minimum, 3 or 4 axle		$	$	$	$	$	$	$/hr	av.gal/hr
#17 Motor Grader	CAT #140H		$	$	$	$	$	$	$/hr	av.gal/hr
#18 Front End Loader	Cat 950		$	$	$	$	$	$	$/hr	av.gal/hr
	Cat 966		$	$	$	$	$	$	$/hr	av.gal/hr
#19 Belly Dump	Single, 22 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Double, 28 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
#20 Vactor	Vactor 2100 5 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 10 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 12 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 15 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr

Vendor: **Coughlin Company**

STATE OF UTAH
Invitation to Bid

Legal Company Name (include d/b/a if applicable) **Coughlin Company I Inc.**	Federal Tax Identification Number **87-0350245**	State of Utah Tax ID Number **713324-0142**	
Ordering Address **845N. Industrial Road**	City **St. George**	State **UT**	Zip Code **84770**
Remittance Address (if different from ordering address)	City	State	Zip Code
Type ☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person **Darren Coughlin**		
Telephone Number (include area code) **435-634-1266**	Fax Number (include area code) **435-674-5119**	Email Address **darren@coughlincompany.com**	
Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered) **n/a**	Days Required for Delivery After Receipt of Order (see attached for any required minimums) **2**		
Brand/Trade Name **Rotomilling**	Price Guarantee Period (see attached specifications for any required minimums) **1 Year**		
Minimum Order **4 hours**	Company's Internet Web Address **www.coughlincompany.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.**USA**			
Offeror's Authorized Representative's Signature **Darren Coughlin**	Date **3-15-07**		
Type or Print Name **Darren Coughlin**	Position or Title **President**		

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

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.

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12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 12 September 2006 - ITB Instructions)

Vendor: **Coughlin Company**

State Cooperative Contract
Heavy Equipment Rental With Operator

1. **Introduction**

1.1. Multiple state cooperative contracts are contemplated to facilitate the rental of heavy equipment with operator for users such as state agencies, cities, counties, towns, and school districts. Contracts will be two (2) years with three (3) one-year renewal options.

2. **Bid Requirements**

2.1. The bid is divided into two parts. The first part is the dialog boxes provided in sections 3.8 through 3.14 at the end of this document.

The second part is an Excel file. This should be downloaded from RFP Depot, filled in, and uploaded to RFP Depot. Brand names and model numbers shall be changed to reflect the exact brand and model you are offering. Minor changes to descriptions may also be changed to reflect your equipment. Descriptions provided shall clarify information, not hide information. You may insert rows as needed in the Excel file to provide other options. When not bidding an item leave it blank but do not delete the row. You must highlight all changes.

2.2. The pricing within the bid must be net pricing (to include all costs other than transport) and guaranteed for a minimum of **one year**.

2.3. The transportation costs shall be bid in dollars-per-hour or dollars- per-mile. I bidding in dollrs-per-mile, you must change the column heading to $/mi.

3. **Rental Equipment Requirements**

3.1. **Equipment**. All equipment must be of current design and be in good operating condition.

3.2. **Fuel**. Equipment is to be delivered with a full tank of fuel and returned with a full tank of fuel.

3.3. **Fuel Charge/Credit**. When the price of on-highway diesel fuel exceeds $2.55 per gallon, contractor may charge for the difference in price multiplied by the AGL (average gallons per hour) multiplied by the hours of actual use. Pricing for any given week will be based on the Monday price of the Energy Information Administration listing for the Rocky Mountain Region found at:
http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp

For example, if in a given week the price of fuel was $2.85, $0.30 (2.85 – 2.55 = 0.30) may be used to calculate the fuel charge ($0.30 x AGL x hours = fuel

charge).

Should the cost of fuel drop below $2.30 the same formula shall be used to calculate the credit due the state. E.g. ($2.30 - lower price) x AGL x hours = fuel credit.

3.4. **Operation Supplies**. Contractor shall furnish all operating supplies. The cost of supplies which must be provided by the user shall be deducted from contractor's invoice.

3.5. **Equipment Operator**. The equipment is to be operated by a licensed and trained employee of the contractor. The user reserves the right to request that an operator be replaced.

3.6. **Breakdowns and Repairs**. During the rental period, if equipment breaks down due to normal wear and tear it shall be the contractor's responsibility to repair the equipment without cost to the user.

3.7. **Insurance.** The contactor must provide evidence of insurance as required by the user before the equipment may be operated. The user shall not be liable for accidents caused by the operator.

3.8. **Response**. Equipment should be supplied within a forty-eight (48) hours' notice whenever possible. Comment here on the normal availability of equipment.
Coughlin Company has 8 late model Rotomills and work statewide.
We rotate the mills for servicing and have one or two available at all times.

3.9. **Definitions.** Please fill in the blanks.

Day -	**8 Hours**
Week-	**5 Days**
Overtime-	**After 8 Hours**
Weekend-	Hours of operation on Saturday, Sunday or a State Holiday.
Emergency Time-	Rental required with less than twenty-four (24) hours' notice.
Inch/Foot-	Price for rotomill rental based on cutting 1" in depth and 1' in length.

3.10 State what additional **fees** if any, are invoiced.
Prices are qutoted with a four hour minimum. Hourly price includes: 7' or 10' late model rotomill (2002 to 2006) two skilled operators, late model service truck,feul,teeth,and all other services to necessitate full operation excluding water and brooming. Prices for brooming and water truck will be quoted on separate line items.

3.11 State any **other** items/parameters applicable to this (resulting) contract.
Water source for the rotomilling and brooming operation.

3.12 Provide **a list** of all your Utah **rental stores** and contact information. Note: Each rental store listed shall be bound by the same rental rates. If different, each store must submit their own bid.

Coughlin Company
845N Industrial Rd.
St. George UT 84770

3.13 Indicate if you have **a system in place** to fully perform the reporting function stated in Section 20 of the terms and conditions? ("**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases [rental transactions] by each agency and political subdivision [under *this* contract].") ☑ Yes or ☐ No? If yes, briefly explain the system.

We have detailed operator logs that are transfered to Quickbooks for billing and tracking costs.

3.14 Provide **any additional comments** such as exceptions, additions, etc.

Coughlin Company has late model equipment and skilled operators. We have worked on numerous UDot projects with sucess and satisfaction of our product. Coughlin Company also has the capability of several different widths and a fine head rotor (1/4" spacing) that is great for bump grinding, or maintaining rough spots.

Morgan Asphalt, Inc.

Bid Contact Jeffery Talbot
jeff@morganasphalt.com
Ph 801-595-0010

Address 1970 N. Redwood Rd
Salt Lake City, UT 84116

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GL7072-1-01	Heavy Equipment Rental With Operator	Supplier Product Code:	First Offer - $1.00	1 / contract	$1.00	Y	Y
			Vendor Total			$1.00	

Morgan Asphalt, Inc.

Item: Heavy Equipment Rental With Operator

Attachments

RENTAL_RATES_with_operator.xls

Rental Rates

Category	Model/Description	Inch/Foot	Hourly	Daily	Weekly	Weekend	Overtime	Emergency	$/hr Transport	AGL
#1 Rotomill	Model #CMI 800-7 without water truck, 7 foot.	N/A	$750.00	$6,000.00	$30,000.00	$825.00	$825.00	$875.00	$145.00	$25.00
	With water truck	N/A	$70.00	$560.00	$2,800.00	$80.00	$80.00	$90.00	$70.00	$8.00
#1 Rotomill	Model #CMI 1050 without water truck, 10 foot.	N/A	$875.00	$7,000.00	$35,000.00	$950.00	$950.00	$1,000.00	$230.00	$30.00
	With water truck	N/A	$70.00	$560.00	$2,800.00	$80.00	$80.00	$90.00	$70.00	$8.00
#2 Tailgate Spreader	Screed Man only, Layton H500B		$50.00	$400.00	$2,000.00	$60.00	$60.00	$70.00	$85.00	$0.00
#3 Crane	18 Ton		$	$	$	$	$	$	$/hr	av.gal/hr
#4 Oil Distributor	2000 gallon, 2 axle		$90.00	$720.00	$3,600.00	$100.00	$100.00	$110.00	$90.00	$8.00
	3000 gallon, 3 axle		$	$	$	$	$	$	$/hr	av.gal/hr
#5 Chip Spreader	Self-propelled, 12' wide		$	$	$	$	$	$	$/hr	av.gal/hr
#6 Water Truck	2500 gallon		$65.00	$520.00	$2,600.00	$75.00	$75.00	$85.00	$65.00	$8.00
	3500 gallon		$70.00	$560.00	$2,800.00	$80.00	$80.00	$90.00	$70.00	$8.00
#7 Sweeper	3 wheel self propelled		$60.00	$480.00	$2,400.00	$70.00	$70.00	$80.00	$55.00	$4.00
	4 wheel self propelled		$60.00	$480.00	$2,400.00	$70.00	$70.00	$80.00	$55.00	$4.00
	Vacuum pickup- model Tymco 600		$	$	$	$	$	$	$/hr	av.gal/hr
	Mechanical Pickup Elgin Road Wizard		$115.00	$920.00	$4,600.00	$125.00	$125.00	$135.00	$115.00	$8.00
#8 Roller -Vibratory	Self Propelled up to 3 ton, single or double drum		$65.00	$520.00	$2,600.00	$75.00	$75.00	$85.00	$100.00	$4.00
	Self propelled 3 to 10 ton, single or double drum, model RexSP910		$85.00	$680.00	$3,400.00	$95.00	$95.00	$105.00	$100.00	$6.00
	Pneumatic Tire 9 or 11 Wheel		$	$	$	$	$	$	$/hr	av.gal/hr
#9 Wheel Loader	Caterpillar 966F		$	$	$	$	$	$	$/hr	av.gal/hr
#10 Backhoe w/attachments	Caterpillar 420D		$75.00	$600.00	$3,000.00	$85.00	$85.00	$95.00	$100.00	$6.00
	Case 580C Super		$	$	$	$	$	$	$/hr	av.gal/hr
#11 Skid Steer Loader w/attachments	Caterpillar 246B		$70.00	$560.00	$2,800.00	$80.00	$80.00	$90.00	$100.00	$5.00
#12 Asphalt Paver with 2-Crew	Blaw Knox 5510		$195.00	$1,560.00	$7,800.00	$205.00	$205.00	$215.00	$100.00	$8.00
	Additional Screed Man		$40.00	$320.00	$1,600.00	$50.00	$50.00	$60.00		
	Additional Laborer		$40.00	$320.00	$1,600.00	$50.00	$50.00	$60.00		
	Winrow Elevator with Dump Man		$	$	$	$	$	$	$/hr	av.gal/hr
	Shuttle Buggy with Operator		$	$	$	$	$	$	$/hr	av.gal/hr
#13 Dozer	Caterpillar D6MXL / w/ripper		$145.00	$1,160.00	$5,800.00	$155.00	$155.00	$165.00	$145.00	$12.00
	Caterpillar D8R / w/ripper		$185.00	$1,480.00	$7,400.00	$195.00	$195.00	$205.00	$145.00	$14.00
#14 Excavator	Caterpillar 320		$125.00	$1,000.00	$5,000.00	$135.00	$135.00	$145.00	$145.00	$8.00
	Caterpillar 330		$140.00	$1,120.00	$5,600.00	$150.00	$150.00	$160.00	$145.00	$10.00
	Caterpillar 345		$	$	$	$	$	$	$/hr	av.gal/hr
	Hoe ram attachment		$	$	$	$	$	$	$/hr	av.gal/hr
#15 Dump Truck	10 Cubic yard, 3 axel		$75.00	$600.00	$3,000.00	$85.00	$85.00	$95.00	$75.00	$6.00
	14 Cubic yard, 5 axel		$85.00	$680.00	$3,400.00	$95.00	$95.00	$105.00	$85.00	$8.00
	Rock bed, 10 cubic yard, 3 axel		$	$	$	$	$	$	$/hr	av.gal/hr
#16 Pup Trailer	8 Cubic yard minimum, 3 or 4 axle		$20.00	$160.00	$800.00	$25.00	$25.00	$30.00	$20.00	$2.00
#17 Motor Grader	CAT #140H		$120.00	$960.00	$4,800.00	$130.00	$130.00	$140.00	$145.00	$8.00
#18 Front End Loader	Cat 950 G		$110.00	$880.00	$4,400.00	$120.00	$120.00	$130.00	$145.00	$8.00
	Cat 966		$	$	$	$	$	$	$/hr	av.gal/hr
#19 Belly Dump	Single, 22 cubic yard		$90.00	$720.00	$3,600.00	$100.00	$100.00	$110.00	$90.00	$8.00
	Double, 28 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
#20 Vactor	Vactor 2100 5 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 10 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 12 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 15 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr

Vendor: **Morgan Asphalt, Inc.**

STATE OF UTAH
Invitation to Bid

Legal Company Name (include d/b/a if applicable) **Morgan Asphalt, Inc.**	Federal Tax Identification Number **87-0556185**	State of Utah Tax ID Number	
Ordering Address **P.O. Box 16085**	City **Salt Lake City**	State **Ut**	Zip Code **84116**
Remittance Address (if different from ordering address) **P.O. Box 16085**	City **Salt Lake City**	State **Ut**	Zip Code **84116**
Type ☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person **Jeffery D. Talbot**		
Telephone Number (include area code) **(801) 595-0010**	Fax Number (include area code) **(801) 595-0020**	Email Address **jeff@morganasphalt.com**	
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) **1 Year**		
Minimum Order	Company's Internet Web Address **www.morganasphalt.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.			
Offeror's Authorized Representative's Signature	Date **3/19/07**		
Type or Print Name **Jeffery D. Talbot**	Position or Title **Project Manager**		

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12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 12 September 2006 - ITB Instructions)

Vendor: **Morgan Asphalt, Inc.**

State Cooperative Contract
Heavy Equipment Rental With Operator

1. **Introduction**

1.1. Multiple state cooperative contracts are contemplated to facilitate the rental of heavy equipment with operator for users such as state agencies, cities, counties, towns, and school districts. Contracts will be two (2) years with three (3) one-year renewal options.

2. **Bid Requirements**

2.1. The bid is divided into two parts. The first part is the dialog boxes provided in sections 3.8 through 3.14 at the end of this document.

The second part is an Excel file. This should be downloaded from RFP Depot, filled in, and uploaded to RFP Depot. Brand names and model numbers shall be changed to reflect the exact brand and model you are offering. Minor changes to descriptions may also be changed to reflect your equipment. Descriptions provided shall clarify information, not hide information. You may insert rows as needed in the Excel file to provide other options. When not bidding an item leave it blank but do not delete the row. You must highlight all changes.

2.2. The pricing within the bid must be net pricing (to include all costs other than transport) and guaranteed for a minimum of **one year**.

2.3. The transportation costs shall be bid in dollars-per-hour or dollars- per-mile. I bidding in dollrs-per-mile, you must change the column heading to $/mi.

3. **Rental Equipment Requirements**

3.1. **Equipment**. All equipment must be of current design and be in good operating condition.

3.2. **Fuel**. Equipment is to be delivered with a full tank of fuel and returned with a full tank of fuel.

3.3. **Fuel Charge/Credit**. When the price of on-highway diesel fuel exceeds $2.55 per gallon, contractor may charge for the difference in price multiplied by the AGL (average gallons per hour) multiplied by the hours of actual use. Pricing for any given week will be based on the Monday price of the Energy Information Administration listing for the Rocky Mountain Region found at:
http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp

For example, if in a given week the price of fuel was $2.85, $0.30 (2.85 – 2.55 = 0.30) may be used to calculate the fuel charge ($0.30 x AGL x hours = fuel

charge).

Should the cost of fuel drop below $2.30 the same formula shall be used to calculate the credit due the state. E.g. ($2.30 - lower price) x AGL x hours = fuel credit.

3.4. **Operation Supplies**. Contractor shall furnish all operating supplies. The cost of supplies which must be provided by the user shall be deducted from contractor's invoice.

3.5. **Equipment Operator**. The equipment is to be operated by a licensed and trained employee of the contractor. The user reserves the right to request that an operator be replaced.

3.6. **Breakdowns and Repairs**. During the rental period, if equipment breaks down due to normal wear and tear it shall be the contractor's responsibility to repair the equipment without cost to the user.

3.7. **Insurance.** The contactor must provide evidence of insurance as required by the user before the equipment may be operated. The user shall not be liable for accidents caused by the operator.

3.8. **Response**. Equipment should be supplied within a forty-eight (48) hours' notice whenever possible. Comment here on the normal availability of equipment.
48 Hrs notice is sufficient on a normal basis.

3.9. **Definitions.** Please fill in the blanks.

Day -	**8 Hrs**
Week-	**40 Hours**
Overtime-	**Over 8 Hours a day**
Weekend-	Hours of operation on Saturday, Sunday or a State Holiday.
Emergency Time-	Rental required with less than twenty-four (24) hours' notice.
Inch/Foot-	Price for rotomill rental based on cutting 1" in depth and 1' in length.

3.10 State what additional **fees** if any, are invoiced.
$.94 per Gallon for CSS1 Tack Oil.

3.11 State any **other** items/parameters applicable to this (resulting) contract.

3.12 Provide **a list** of all your Utah **rental stores** and contact information. Note: Each rental store listed shall be bound by the same rental rates. If different, each store must submit their own bid.

3.13 Indicate if you have **a system in place** to fully perform the reporting function stated in Section 20 of the terms and conditions? ("**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases [rental transactions] by each agency and political subdivision [under *this* contract].") ☑ Yes or ☐ No? If yes, briefly explain the system.

Filling out the appropriate forms and e-mailing them to the State Purchasing Agent. Morgan Asphalt has been doing this for the last 4 years.

3.14 Provide **any additional comments** such as exceptions, additions, etc.

1. Minimum 4 hour charge for Rotomill.

2. Transportation to be charged to and from the jobsite.

Original hard copy bid

STATE OF UTAH
Invitation to Bid

MA279

Legal Company Name (include d/b/a if applicable)	Federal Tax Identification Number	State of Utah Tax ID Number
RASMUSSEN EXCAVATION L.L.C.	20-3960892	

Ordering Address	City	State	Zip Code
P.O. BOX 70	SALINA	Ut	84654

Remittance Address (if different from ordering address)	City	State	Zip Code

Type	Company Contact Person
☐ Corporation ☒ Partnership ☐ Proprietorship ☐ Government	

Telephone Number (include area code)	Fax Number (include area code)	Email Address
(435) 201-1700 435-529-7975	435-529-2135	rodney@airquick.net

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 ☐ No ☐ . If no, enter where produced, etc.

Offeror's Authorized Representative's Signature	Date
Rodney Rasmussen	3-19-2007
Type or Print Name	**Position or Title**
Rodney Rasmussen	Partner

DRR

JOJcode for DR 3-23-07

Dave Gill - Questions on Equipment, Heavier Roller

From:
To: Dave Gill
Date: 4/9/2007 10:56 AM
Subject: Questions on Equipment, Heavier Roller
CC: RODNEY RASMUSSEN

Good Morning, Gill

Here is the information, you ask for on the heavier Roller.

A

#8 Roller-Vibratory Hourly Daily Weekly Weekend Overtime Emergency Transport AGL
Cat, 634-B.....$120.00-960.00- $4800.00- $120.00- $135.00- $135.00 $80.00 8
Self Propelled, Double Drum, 14 Tons.

Thanks,
Rodney Rasmussen

Price Sheet

Equipment

~~Rental Rates~~

Category	Model/Description	Inch/Foot	Hourly	Daily	Weekly	Weekend	Overtime	Emergency	$/hr Transport	AGL
#1 Rotomill	Model #CMI 750 without water truck, 7 foot.	$	$	$	$	$	$	$	$/hr	av.gal/hr
	With water truck	$	$	$	$	$	$	$	$/hr	av.gal/hr
#1 Rotomill	Model #CMI 750 without water truck, 10 foot.	$	$	$	$	$	$	$	$/hr	av.gal/hr
	With water truck	$	$	$	$	$	$	$	$/hr	av.gal/hr
#2 Tailgate Spreader	Screed Man only, Layton H500B		$	$	$	$	$	$	$/hr	av.gal/hr
#3 Crane	18 Ton		$	$	$	$	$	$	$/hr	av.gal/hr
#4 Oil Distributor	2000 gallon, 2 axle		$	$	$	$	$	$	$/hr	av.gal/hr
	3000 gallon, 3 axle		$	$	$	$	$	$	$/hr	av.gal/hr
#5 Chip Spreader	Self-propelled, 12' wide		$	$	$	$	$	$	$/hr	av.gal/hr
#6 Water Truck	2500 gallon		$	$	$	$	$	$	$/hr	av.gal/hr
	3500 gallon		$70.00	$560.00	$2,800.00	$70.00	$75.00	$80.00	$70.00	7
#7 Sweeper	3 wheel self propelled		$	$	$	$	$	$	$/hr	av.gal/hr
	4 wheel self propelled		$65.00	$520.00	$2,600.00	$65.00	$75.00	$75.00	$80.00	4
	Vacuum pickup- model Tymco 600		$	$	$	$	$	$	$/hr	av.gal/hr
	Mechanical Pickup		$	$	$	$	$	$	$/hr	av.gal/hr
#8 Roller -Vibratory	~~Self Propelled up to 3 ton, single or double drum~~		~~$~~	~~$~~	~~$~~	~~$~~	~~$~~	~~$~~	~~$/hr~~	~~av.gal/hr~~
	Self propelled 8 ~~to 19~~ ton, single ~~or double~~ drum, ~~model RoxCP910~~		$80.00	$640.00	$3,200.00	$80.00	$90.00	$90.00	$80.00	5
A	Pneumatic Tire ~~9 or 44~~ Wheel		$70.00	$560.00	$2,800.00	$70.00	$70.00	$80.00	$80.00	4
#9 Wheel Loader	Caterpillar 966F		$	$	$	$	$	$	$/hr	av.gal/hr
#10 Backhoe w/attachments	Caterpillar 436D		$	$	$	$	$	$	$/hr	av.gal/hr
	Case 580C Super		$	$	$	$	$	$	$/hr	av.gal/hr
#11 Skid Steer Loader w/attachments	Bobcat S185		$	$	$	$	$	$		av.gal/hr
									$/hr	
#12 Asphalt Paver with 2-Crew	Blaw Knox 5510, or Equal		$180.00	$1,440.00	$7,200.00	$180.00	$195.00	$195.00	$80.00	7
	Additional Screed Man		$30.00	$240.00	$1,200.00	$45.00	$45.00	$45.00		
	Additional Laborer		$25.00	$200.00	$1,000.00	$30.00	$30.00	$35.00		
	Winrow Elevator with Dump Man		$70.00	$560.00	$2,800.00	$70.00	$70.00	$80.00	$80.00	5
	Shuttle Buggy with Operator		$	$	$	$	$	$	$/hr	av.gal/hr
#13 Dozer	Caterpillar D6R / w/ripper		$	$	$	$	$	$	$/hr	av.gal/hr
	Caterpillar D8R / w/ripper		$	$	$	$	$	$	$/hr	av.gal/hr
#14 Excavator	Caterpillar 320		$125.00	$1,000.00	$5,000.00	$125.00	$140.00	$140.00	$80.00	8
	Caterpillar 330		$	$	$	$	$	$	$/hr	av.gal/hr
	Caterpillar 345		$	$	$	$	$	$	$/hr	av.gal/hr
	Hoe ram attachment		$10.00	$80.00	$400.00	$10.00	$10.00	$10.00	$40.00	1
#15 Dump Truck	10 Cubic yard, 3 axel		$70.00	$560.00	$2,800.00	$70.00	$80.00	$80.00	$70.00	8
	14 Cubic yard, 5 axel		$	$	$	$	$	$	$/hr	av.gal/hr
	Rock bed, 10 cubic yard, 3 axel		$80.00	$640.00	$3,200.00	$80.00	$90.00	$90.00	$80.00	9
#16 Pup Trailer	8 Cubic yard minimum, 2 axel		$18.00	$144.00	$720.00	$18.00	$18.00	$25.00	$18.00	2
#17 Motor Grader	CAT #140H or Equal		$100.00	$800.00	$4,000.00	$100.00	$110.00	$110.00	$80.00	8
#18 Front End Loader	Cat 950		$95.00	$760.00	$3,800.00	$95.00	$110.00	$110.00	$80.00	7
	Cat 966		$	$	$	$	$	$	$/hr	av.gal/hr
#19 Belly Dump	Single, 22 cubic yard		$75.00	$600.00	$3,000.00	$75.00	$85.00	$85.00	$75.00	10
	Double, 28 cubic yard		$100.00	$800.00	$5,000.00	$100.00	$110.00	$110.00	$100.00	12
#20 Vactor	Vactor 2100 5 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 10 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 12 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 15 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr

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Excel Program

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Solicitation GL7072

Heavy Equipment Rental With Operator

State of Utah

Bid GL7072
Heavy Equipment Rental With Operator

Bid Number	GL7072
Bid Title	Heavy Equipment Rental With Operator
Bid Start Date	Mar 5, 2007 11:40:32 AM MST
Bid End Date	Mar 21, 2007 2:00:00 PM MDT
Question & Answer End Date	Mar 19, 2007 11:30:00 AM MDT
Bid Contact	David Gill Submit all questions through RFP Depot. Purchasing 801-538-3254 dgill@utah.gov
Contract Duration	2 years
Contract Renewal	3 annual renewals
Prices Good for	1 year
Bid Comments	See specification.

Item Response Form

Item	GL7072-1-01 - Heavy Equipment Rental With Operator
Quantity	1 contract
Unit Price	
Delivery Location	State of Utah No Location Specified Qty 1

Description
See specification.

STATE OF UTAH
Invitation to Bid

Legal Company Name (include d/b/a if applicable)	Federal Tax Identification Number	State of Utah Tax ID Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ 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 ☐ No ☐. If no, enter where produced, etc.			
Offeror's Authorized Representative's Signature	Date		
Type or Print Name	Position or Title		

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

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: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "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 or 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 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.

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(Revision: 12 September 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: Bid/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 bid/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 bid/proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this bid/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 documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. 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 BIDS/PROPOSALS: Bids/proposals may be modified or withdrawn prior to the time set for the opening of bids/proposals. After the time set for the opening of bids/proposals, no bids/proposals may be modified or withdrawn.

27. BID/PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in bid/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 bid/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 bid/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 bid/proposal, the offeror certifies that the bid/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: 16 Jan 2007

State Cooperative Contract
Heavy Equipment Rental With Operator

1. **Introduction**

1.1. Multiple state cooperative contracts are contemplated to facilitate the rental of heavy equipment with operator for users such as state agencies, cities, counties, towns, and school districts. Contracts will be two (2) years with three (3) one-year renewal options.

2. **Bid Requirements**

2.1. The bid is divided into two parts. The first part is the dialog boxes provided in sections 3.8 through 3.14 at the end of this document.

The second part is an Excel file. This should be downloaded from RFP Depot, filled in, and uploaded to RFP Depot. Brand names and model numbers shall be changed to reflect the exact brand and model you are offering. Minor changes to descriptions may also be changed to reflect your equipment. Descriptions provided shall clarify information, not hide information. You may insert rows as needed in the Excel file to provide other options. When not bidding an item leave it blank but do not delete the row. You must highlight all changes.

2.2. The pricing within the bid must be net pricing (to include all costs other than transport) and guaranteed for a minimum of **one year**.

2.3. The transportation costs shall be bid in dollars-per-hour or dollars- per-mile. I bidding in dollrs-per-mile, you must change the column heading to $/mi.

3. **Rental Equipment Requirements**

3.1. **Equipment**. All equipment must be of current design and be in good operating condition.

3.2. **Fuel**. Equipment is to be delivered with a full tank of fuel and returned with a full tank of fuel.

3.3. **Fuel Charge/Credit**. When the price of on-highway diesel fuel exceeds $2.55 per gallon, contractor may charge for the difference in price multiplied by the AGL (average gallons per hour) multiplied by the hours of actual use. Pricing for any given week will be based on the Monday price of the Energy Information Administration listing for the Rocky Mountain Region found at:
http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp

For example, if in a given week the price of fuel was $2.85, $0.30 (2.85 – 2.55 = 0.30) may be used to calculate the fuel charge ($0.30 x AGL x hours = fuel charge).

Should the cost of fuel drop below $2.30 the same formula shall be used to calculate the credit due the state. E.g. ($2.30 - lower price) x AGL x hours = fuel credit.

3.4. **Operation Supplies**. Contractor shall furnish all operating supplies. The cost of supplies which must be provided by the user shall be deducted from contractor's invoice.

3.5. **Equipment Operator**. The equipment is to be operated by a licensed and trained employee of the contractor. The user reserves the right to request that an operator be replaced.

3.6. **Breakdowns and Repairs**. During the rental period, if equipment breaks down due to normal wear and tear it shall be the contractor's responsibility to repair the equipment without cost to the user.

3.7. **Insurance.** The contactor must provide evidence of insurance as required by the user before the equipment may be operated. The user shall not be liable for accidents caused by the operator.

3.8. **Response**. Equipment should be supplied within a forty-eight (48) hours' notice whenever possible. Comment here on the normal availability of equipment.

3.9. **Definitions.** Please fill in the blanks.

Day -

Week-

Overtime-

Weekend- Hours of operation on Saturday, Sunday or a State Holiday.

Emergency Time- Rental required with less than twenty-four (24) hours' notice.

Inch/Foot- Price for rotomill rental based on cutting 1" in depth and 1' in length.

3.10 State what additional **fees** if any, are invoiced.

3.11 State any **other** items/parameters applicable to this (resulting) contract.

3.12 Provide **a list** of all your Utah **rental stores** and contact information. Note: Each rental store listed shall be bound by the same rental rates. If different, each store must submit their own bid.

3.13 Indicate if you have **a system in place** to fully perform the reporting function stated in Section 20 of the terms and conditions? ("**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases [rental transactions] by each agency and political subdivision [under *this* contract].") ☐ Yes or ☐ No? If yes, briefly explain the system.

3.14 Provide **any additional comments** such as exceptions, additions, etc.

Rental Rates

Category	Model/Description	Inch/Foot	Hourly	Daily	Weekly	Weekend	Overtime	Emergency	$/hr Transport	AGL
#1 Rotomill	Model #CMI 750 without water truck, 7 foot.	$	$	$	$	$	$	$	$/hr	av.gal/hr
	With water truck	$	$	$	$	$	$	$	$/hr	av.gal/hr
#1 Rotomill	Model #CMI 750 without water truck, 10 foot.	$	$	$	$	$	$	$	$/hr	av.gal/hr
	With water truck	$	$	$	$	$	$	$	$/hr	av.gal/hr
#2 Tailgate Spreader	Screed Man only, Layton H500B		$	$	$	$	$	$	$/hr	av.gal/hr
#3 Crane	18 Ton		$	$	$	$	$	$	$/hr	av.gal/hr
#4 Oil Distributor	2000 gallon, 2 axle		$	$	$	$	$	$	$/hr	av.gal/hr
	3000 gallon, 3 axle		$	$	$	$	$	$	$/hr	av.gal/hr
#5 Chip Spreader	Self-propelled, 12' wide		$	$	$	$	$	$	$/hr	av.gal/hr
#6 Water Truck	2500 gallon		$	$	$	$	$	$	$/hr	av.gal/hr
	3500 gallon		$	$	$	$	$	$	$/hr	av.gal/hr
#7 Sweeper	3 wheel self propelled		$	$	$	$	$	$	$/hr	av.gal/hr
	4 wheel self propelled		$	$	$	$	$	$	$/hr	av.gal/hr
	Vacuum pickup- model Tymco 600		$	$	$	$	$	$	$/hr	av.gal/hr
	Mechanical Pickup		$	$	$	$	$	$	$/hr	av.gal/hr
#8 Roller -Vibratory	Self Propelled up to 3 ton, single or double drum		$	$	$	$	$	$	$/hr	av.gal/hr
	Self propelled 3 to 10 ton, single or double drum, model RexSP910		$	$	$	$	$	$	$/hr	av.gal/hr
	Pneumatic Tire 9 or 11 Wheel		$	$	$	$	$	$	$/hr	av.gal/hr
#9 Wheel Loader	Caterpillar 966F		$	$	$	$	$	$	$/hr	av.gal/hr
#10 Backhoe w/attachments	Caterpillar 436D		$	$	$	$	$	$	$/hr	av.gal/hr
	Case 580C Super		$	$	$	$	$	$	$/hr	av.gal/hr
#11 Skid Steer Loader w/attachments	Bobcat S185		$	$	$	$	$	$	$/hr	av.gal/hr
#12 Asphalt Paver with 2-Crew	Blaw Knox 5510		$	$	$	$	$	$	$/hr	av.gal/hr
	Additional Screed Man		$	$	$	$	$	$		
	Additional Laborer		$	$	$	$	$	$		
	Winrow Elevator with Dump Man		$	$	$	$	$	$	$/hr	av.gal/hr
	Shuttle Buggy with Operator		$	$	$	$	$	$	$/hr	av.gal/hr
#13 Dozer	Caterpillar D6R / w/ripper		$	$	$	$	$	$	$/hr	av.gal/hr
	Caterpillar D8R / w/ripper		$	$	$	$	$	$	$/hr	av.gal/hr
#14 Excavator	Caterpillar 320		$	$	$	$	$	$	$/hr	av.gal/hr
	Caterpillar 330		$	$	$	$	$	$	$/hr	av.gal/hr
	Caterpillar 345		$	$	$	$	$	$	$/hr	av.gal/hr
	Hoe ram attachment		$	$	$	$	$	$	$/hr	av.gal/hr
#15 Dump Truck	10 Cubic yard, 3 axel		$	$	$	$	$	$	$/hr	av.gal/hr
	14 Cubic yard, 5 axel		$	$	$	$	$	$	$/hr	av.gal/hr
	Rock bed, 10 cubic yard, 3 axel		$	$	$	$	$	$	$/hr	av.gal/hr
#16 Pup Trailer	8 Cubic yard minimum, 3 or 4 axle		$	$	$	$	$	$	$/hr	av.gal/hr
#17 Motor Grader	CAT #140H		$	$	$	$	$	$	$/hr	av.gal/hr
#18 Front End Loader	Cat 950		$	$	$	$	$	$	$/hr	av.gal/hr
	Cat 966		$	$	$	$	$	$	$/hr	av.gal/hr
#19 Belly Dump	Single, 22 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Double, 28 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
#20 Vactor	Vactor 2100 5 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 10 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 12 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr
	Vactor 2100 15 cubic yard		$	$	$	$	$	$	$/hr	av.gal/hr

Questions and Answers

Question

Would Someone Call Me I have several Questions on Bid No.GL7072, Thanks, Rodney Rasmussen, Ph.435-201-1700 (Submitted: Mar 12, 2007 10:36:38 AM MDT)

Answer

- Please submit questions through RFP Depot. If you need technical assistance you may contact them at support@rfpdepot.com or 801-765-9245. (Answered: Mar 14, 2007 9:58:17 AM MDT)

Question

Is this bid for the entire state or are we bidding on specific zones as in the past? (Submitted: Mar 15, 2007 8:38:45 AM MDT)

Answer

- There are no zones as in the past. You may be considered anywhere in the state where your rental rate plus transportation is competitive. (Answered: Mar 15, 2007 8:43:56 AM MDT)

Question

On the rental rate spread sheet on the agl when I enter an amount a $ sign is by it. Should it be average gallons per hour or average gallons per hour multiplied by current feul costs? (Submitted: Mar 15, 2007 3:48:46 PM MDT)

Answer

- The appearance of the dollar sign is an error. Please change it or ignore it. What is wanted is the average gallons per hour. (Answered: Mar 15, 2007 4:27:29 PM MDT)

Question

On the rental rate spread sheet there is a line item "with water truck". Do you want the rate for just the water truck or Rotomill and water truck combined? (Submitted: Mar 15, 2007 4:05:40 PM MDT)

Answer

- Just the water truck. It will be understood that both rates will apply when a water truck is added. (Answered: Mar 15, 2007 4:28:28 PM MDT)

Question

What is a vactor? (Submitted: Mar 16, 2007 12:15:31 PM MDT)

Answer

- A vactor is used by UDOT mostly to clean culverts. Types may be seen at www.vactor.com (Answered: Mar 16, 2007 12:18:09 PM MDT)