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Agency Contracts – Year End Planning

The Division of Purchasing receives a large volume of contracts and amendments from mid-April through June each year. The processing time will generally take longer during the busy year end. Plan ahead so that your agency contracts will be processed timely.

Please note the following information:

1. Send your contracts and amendments for the current fiscal year as early as possible. Contracts and amendments should be sent to Tara Eutsler [Mailbox: 141061] to begin the review process.
2. Please be aware of the following deadlines:
 - a. Contracts and amendments should be received by the Division of Purchasing by June 1, in order to be processed during this fiscal year. Sending contracts in by May 1 is a better choice. The contracts/amendments that arrive by June 1 are first priority.
 - b. Contracts/amendments received after June 1 are second priority. The Division of Purchasing cannot guarantee that contracts received after June 1 will be completed by fiscal year end.
3. Most agency contracts and amendments route through four employees' workloads in the Division of Purchasing before being sent to State Finance. The contracts are processed as follows:
 - a. Purchasing Technician enters contracts

and amendments into the Contract Tracking System and into FINET.

- b. Purchasing Agents review the contracts for procurement issues.
 - c. A Contract Analyst does a legal review. Contract will have to be returned the agency if changes are required.
 - d. Kent D. Beers, Director of State Purchasing, does a final review for Purchasing and signs the contracts. (For lower dollar contracts, the contract goes back to the Purchasing Agent for signature.)
 - e. After Purchasing has completed its processing, Sheri Witucki, Contract Analyst for the Division of Finance, reviews and signs off/stamps on the contracts.
4. If the contracts or amendments have any problems, they are "held" until the issue is resolved.
5. For any purchases to be made this fiscal year, the contract or amendment needs to be fully approved and signed. Also, the purchases or services need to be received before June 30.

Plan ahead and process your contracts and amendments early so that the fiscal year end will run smoothly for your agency and for the Division of Purchasing.



DID YOU KNOW...

Did you know that we have new State Cooperative Contracts for Computer Application Training?

These contracts include training services for on-site classroom environments and virtual on-line training courses that allow users to complete training at their desk. Some of the courses include: Crystal Reports, Excel, Adobe Acrobat, Quickbooks, Java Fundamentals, Introduction to SQL Servers, and C++ Advanced Topics.

These are just a few of the courses offered - there are hundreds of courses identified in the contracts or links to vendor course catalogs in the contract summary report (if provided by the vendor). The contracts include: MA1453 - Computer Learning Centers of Utah - DBA New Horizons; MA357 - Career Step; MA358 - Pluralsight; MA368 Skillsoft.

Please contact Jennifer Porter at jenniferporter@utah.gov with any questions.

■ -Jennifer Porter

DID YOU KNOW...

Does your UPS or FedEx invoice show a Service Charge for pick-up? ...It shouldn't.

If your account shows a weekly service charge for a pick-up, you may end up saving \$1,000.00 a year per account by removing the charge. In August of 2011, WSCA negotiated "no charge" for parcel pick-up. If your district, agency, or school is being invoiced a weekly pick-up fee, please contact the vendor's account representative and have the fee removed from the account.

■ -Garret Johnston

MONTHLY TRAINING

State Purchasing is pleased to announce the training for February 2013 will be taught by Shirley Williams, a contract analyst with the Division of Purchasing.

The training is titled "Contract Basics" and "Negotiations of Terms and Conditions in Contracts." This training will be held at:

**The State Archives Building
346 South Rio Grande
Salt Lake City, Utah**

**Thursday, February 28, 2013
10:00 am – 12:00 pm**

This training is for anyone who has contact or input on the agency contract process even on an occasional basis.

If you are interested in attending the training session you must **reserve your spot** by contacting Krista Park at kristapark@utah.gov.

Please include your name, e-mail address and phone number.

We are limited to 45 people so get registered early.

We look forward to your attendance at these training sessions.

If you have any suggestions for future training sessions send your ideas to dgundersen@utah.gov.

■ -Debbie Gunderson

COMMON MISTAKES ON CONTRACTS

Below is a list of common mistakes that are made on Agency Contracts. Please check that your contracts are prepared correctly before they are signed by the parties, and sent to State Purchasing.

1. Signatures Missing: Vendor or agency signatures are missing, or are only on some of the copies.
2. Finet Codes: Vendor numbers or commodity codes need to be listed on the contract.
3. Contract Totals: The contract needs to list the Total for the Contract Period, not just the annual amount. On Amendments, the ending Contract Total from the original or the last Amendment should be carried forward as the beginning Contract Total (listed as the "current contract amount" on the current Amendment).
4. Math Errors: The Amendment Amount needs to be added correctly to the current Contract Total. Double check the math on contracts.
5. Scope of Work: Contracts should have a Scope of Work included in the contract. The Scope of Work needs to describe the main work that will be done under the contract. If the contract is just to purchase supplies, a price list would be acceptable.
6. Cost Detail: Contracts need to have reasonable cost detail. Cost detail should include information such as price lists, costs by tasks, hourly rates, etc. There should be enough detail that Accounts Payable Personnel can tell that the amounts charged look reasonable. The cost detail can be included in the Scope of Work or it can be a separate attachment.
7. Attachments not Listed: All attachments to the contract or amendment need to be listed on the Contract.
8. Attachments need to be *Attached*: If an attachment is listed, then make sure that the attachment is attached to each copy of the contract or amendment.
9. Effective Date: Generally, the Effective Date of the contract should be a date in the future, and should be a date close to the time the contract has been signed by all parties, including State Purchasing's signature. For Amendments, check that the Effective Date of the Amendment is listed. Contracts should be renewed timely, or the renewal options may be denied by Purchasing.
10. Handwritten/Visible Changes: Handwritten and visible changes should be initialed by both parties, except for minor changes, such as accounting code corrections or contract number corrections. Sometimes a Contractor makes a handwritten change to the contract when they are signing the contract, and the agency is unaware that the change was made.
11. White-Out: White-out should not normally be used on contracts. One cannot tell whose white-out changes are the last changes, and who actually made the changes. Changes to contracts should be visible changes.
12. Sole Source: If applicable, the approved Sole Source Request Form needs to be included with the contract when the contract is sent to State Purchasing. The Sole Source Form does not need to be an attachment to the contract, but it should be included as backup information with the contract. The contract period and renewal options should match what was approved on the Sole Source. The Contract Total should not go over the Total approved in the Sole Source for the full contract and renewals, unless a new Sole Source Request is processed for any additional amounts.
13. Standard Terms and Conditions: The State Standard Terms and Conditions (State T&Cs) should be attached to the contract. For most contracts, there should NOT be changes to the State T&Cs. If the State T&Cs have been revised, please check that any changes are in line with State Purchasing's guidelines and, if there are material changes, that the changes are approved in writing by an Assistant Attorney General.
14. Vendor Terms and Conditions: Vendor Terms and Conditions (Vendor T&Cs) should be reviewed closely. Generally, an Assistant Attorney General for the agency should approve the Vendor T&Cs in writing. Attach the Assistant Attorney General's approval as backup information to the contract, when sending the contract to State Purchasing. Watch for any Vendor T&Cs that are incorporated into the contract by reference (such as in a Sales Order or listed in a vendor term).

■ -Shirley Williams

NEWSLETTER INFO

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

If there is anyone else in your office that would like to receive this mailing or be taken off the mailing list, have him or her send an email to kristapark@utah.gov.

If you have Purchasing Update questions, suggestions, or comments, please call Krista Park at 801-538-9633 or send an e-mail to kristapark@utah.gov.

Please also visit the Division of Purchasing on the Internet at <http://www.purchasing.utah.gov> for additional information and past issues.

New Contracts

Title	Contract	Vendor	Dates	Additional Information
Cleaning and Janitorial Supplies	MA-336	Bell Janitorial Supply	01/01/2013 – 02/28/2017	
Cleaning and Janitorial Supplies	MA-338	Brady Industries	01/01/2013 – 02/28/2017	
Cleaning and Janitorial Supplies	MA-339	Hylon Koburn Chemicals	01/01/2013 – 02/28/2017	
Cleaning and Janitorial Supplies	MA-343	Janisan, Inc	01/01/2013 – 02/28/2017	
Cleaning and Janitorial Supplies	MA-354	Waxie Sanitary Supply	01/01/2013 – 02/28/2017	
Public Cloud Hosting Service	MA-265	Dewberry and Davis Service Operations Inc	08/01/12 – 07/31/15	
Yard Dump Bodies with Fold Down Sides	MA-304	Semi Service Inc	01/07/13 – 01/08/18	
Yard Dump Bodies with Fold Down Sides	MA-368	Legacy Equipment	01/07/13 – 01/08/18	
Yard Dump Bodies with Fold Down Sides	MA-369	KJR Truck Services	01/07/13 – 01/08/18	

Extended Contracts

Title	Contract	Vendor	Extended Until	Additional Information
Air Filters/Filter Media	MA-1240	E M I Filtration Products, LLC	01/31/15	
Auto Parts (WSCA)	MA-063	AutoZone Parts, Inc	12/12/13	
Cheese and Butter	PD-1948	Nicholas and Company	01/01/17	
Communications Battery	AR-694	Facility Shield International	12/02/13	
Pagers & Paging Services	MA-1485	American Messaging Services	03/18/13	
Contract Amendment to MA2093	MA-2093	Wright Line	03/24/15	
Contract Amendment to PA835	PA-835	NASCO MODESTO	12/31/15	

Other Contracts

Title	Contract	Vendor	Dates	Additional Information
Freestanding Metal Furniture, Files, Chairs	MA-117	Henrikson/Butler Design Group	08/01/2006 – 12/30/2012	Expired 12/30/12
Freestanding Metal Furniture, Files, Chairs	MA-345	MBI, Inc.	08/01/2006 – 12/30/2012	Expired 12/30/12
Systems Furniture – Herman Miller	MA-786	Henrikson/Butler Design Group	11/14/2004 – 12/30/2012	Expired 12/30/12
Systems Furniture - Haworth	MA-883	CCG Howells	11/14/2004 – 12/30/2012	Expired 12/30/12
Freestanding Metal Furniture, Files, Chairs	MA-1417	Midwest Commercial Interiors	08/01/06 – 12/30/12	Expired 12/30/12
Freestanding Metal Furniture, Files, Chairs	MA-1420	CCG Howells	08/01/06 – 12/30/12	Expired 12/30/12
Freestanding Metal Furniture, Files, Chairs	AR-2015	Craig Johnson & Associates	08/01/06 – 12/30/12	Expired 12/30/12
Auto Parts	MA-2115	Genuine Parts Co. dba NAPA Auto Parts	06/24/10 – 12/12/13	Contact Info Updated
Chemical Management Systems	MA-1312	Brady Industries	04/01/06 – 02/28/13	Cancelled as of 01/02/13

