

# Contracts and the University of Utah

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Contract  
Management –  
Who to contact?

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# What's in a Contract?

Scope of Work

Cost Detail

Attachments

Effective Date

Terms and Conditions

# Scope of Work

- **Contracts should have a Scope of Work, or similar attachment, 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 only for purchasing supplies, a price list would be acceptable.**

## 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 as a separate attachment.**

# Attachment

- **If an attachment is listed in the contract, then make sure that the attachment is attached to the contract.**

## Effective Date

- The Effective Date of the contract should not be before the solicitation award date. Generally, the Effective Date should be a date in the future, and usually is a date close to the time the contract has been signed by all parties.

## Terms and Conditions

- The appropriate Terms and Conditions (GEA, Vendor, or ICA) should be attached to the contract. The T&Cs that were included in the solicitation should be the version used in the contract. For most contracts, there should NOT be changes to the T&Cs (pre-approved GEA and ICA). Any changes to pre-approved contract templates require approval prior to signing/executing.



## Independent Contractor Services Agreement (ICA) vs Governmental Entity Addendum (GEA)

- An ICA is to be used for services, not goods, with an Independent Contractor. See policy 3-111 and ICA Checklist. Scope of work and rate detail are to be attached as Exhibit A to the ICA. Note, a GEA is not to be used in conjunction with the U of U ICA, as the terms are addressed in the ICA.
- A GEA is an addendum to be executed in conjunction with a vendor's contract/agreement/terms and conditions, etc. University of Utah is a governmental entity of the State of Utah and a public institution of higher education. The University of Utah is subject to a number of laws and policies specifically applicable to Utah governmental entities, including Utah's government records act and Utah's governmental immunity act. Also, as a state entity, the University is insured through the State of Utah's Risk Management Office and is represented by the Attorney General's Office in certain matters. The GEA addresses these and other related issues.

# How are contracts approved?

- Standard Terms and Conditions (T&Cs): The appropriate Terms and Conditions should be attached to the pre-approved University contract. The T&Cs that were included in a solicitation should be the version used in the contract. For most contracts, there should NOT be changes to the T&Cs.
- If the contract is a result of a Request for Proposal (RFP) or Sole Source, T&Cs may be negotiated, when appropriate. If the T&Cs have been revised, please check that the changes are in line with Contract Management's guidelines and, if there are material changes, that the changes are approved in writing by the Office of General Counsel (OGC). Some changes to terms and conditions must be approved in writing by Risk Management or other divisions, as applicable. The approvals of the OGC must be sent with the contract, as a backup document, when the contract is sent to Contract Management.
- If the contract is the result of an Invitation for Bid (IFB), the T&Cs from the solicitation must be used. No changes can be made to the T&Cs unless an Addendum to the IFB identifies changes that will apply to all vendors. Contract Management initiates the contract review process with OGC upon request from purchasing.
- Vendor Terms and Conditions and/or proposed changes/redlines to University Terms and Conditions: Vendor Terms and Conditions (Vendor T&Cs) should be reviewed closely. The OGC must approve the Vendor T&Cs in writing. Attach the OGC's approval as backup information to the contract when sending the contract to Contract Management. Watch for any Vendor T&Cs that are incorporated into the contract by reference; for example, terms and conditions listed in a Sales Order or in a vendor term. Vendor T&Cs that will apply should be printed in hard copy and added as an attachment to the contract.
- Proposed changes/redlines to our University Terms and Conditions require written approval from OGC. These requests should be submitted with a vendor's bid response.

## How long are contracts:

- **Contracts have a maximum of 5 years and must match the period listed in the original solicitation. They may only be longer in extenuating circumstances and with Chief Procurement Officer (CPO) approval.**

## What is TCM?

- **Total Contract Manager (TCM)** is a central repository for all procurement related contracts. TCM provides electronic access to campus department and U-wide contracts, features a quick search function, as well as reporting capabilities. TCM also provides the ability to set notifications in advance of a contract(s) expiration date, or other requirements to allow sufficient time to finalize a new contract. TCM is enabled through the campus-wide UShop Marketplace. The system provides transparency and compliance with both state and federal procurement laws, thus strengthening the university from multiple liabilities.

# What is Archer?

- Archer is a central repository for Health Sciences related contracts, including legal review/approval and other approval processes. Archer contracts that are procurement related are also to be added to the TCM repository upon Archer completion and prior to purchase order issuance.

# Contract with the U – how do I get one?

- With the exception of occasional contracts with extraordinary circumstances that justify the award of a sole source contract, the University of Utah conducts competitive procurements for all products and services in accordance with the Utah Procurement Code 63G, 6a.
- University publicly-posted bids are posted to Periscope S2G (formerly BidSync):  
<https://www.periscopeholdings.com> - Pre-approved University contracts are to be utilized as a standard and when possible.
- Our University may utilize state-wide contracts issued by the State of Utah. See  
<https://statecontracts.utah.gov/Home/Search>
- For use of Cooperative contracts (NASPO, Omnia, etc.), a participating addendum with state issued contract number is required.

## Where do I find the Standard Terms and Conditions?

- University of Utah Terms & Conditions of Purchase may be viewed at the following link:  
[http://fbs.admin.utah.edu/purchasing/supplier/po\\_terms](http://fbs.admin.utah.edu/purchasing/supplier/po_terms) . A link to our terms and conditions is included with our issued purchase orders: For solicitations, terms and conditions will be included with the solicitation document(s). If there is a signed/executed contract in place, that contract number (TCM #) is to be referenced on the subsequent purchase order(s).

# What are Amendments?

A contract amendment is used to make changes to an original contract after it has been signed, but does not replace it.



## Renewal Option Amendments

- **Contracts should be renewed timely, or the renewal options may be denied by Contract Management. On existing contracts, please renew the contract for all remaining renewal options, or send a Memo to Contract Management explaining why the contract should be renewed for a shorter period. The original contract governs how many years the contract can be renewed. Generally, the contract period must not be renewed for longer than the time approved on the original contract, which should account for the associated procurement process. If the agency is requesting an extra renewal period, the agency should contact Contract Management for approval.**

# Terms and Conditions Amendments

- For most amendments, there should NOT be changes to the Terms and Conditions (T&Cs) that were listed in the original contract. If a department requests changes to the original terms and conditions, they should contact Contract Management or OGC for guidance.

# Contract Assignment Amendments

- As allowable per original contract, used for contract entity re-assignments. Include effective date, legal change type, and signed by all parties (old vendor, new vendor, university).

# What are Addendums?

A contract addendum is used to make additions to an original contract after it has been signed, but does not replace it.

# Costs and Fees

- **Costs and fees are defined within the original solicitation (RFP, IFB, etc.) or other procurement process. Costs may be firm and “all-inclusive”, firm and fixed for the initial or full term, or may allow for price escalation(s). Refer to the contract and solicitation document for specifics and instructions on how to request an increase, if allowable, and/or to notify of a decrease.**

How do obligations, aka notifications, about contracts work?

- **Obligations/Notifications are generated as a courtesy by Contract Management from TCM. The notifications are sent to the individuals listed as Contract Manager or Stakeholder per contract.**

What if I am not  
the correct  
person to receive  
obligation  
notifications?

- **Notify Contract Management and we will update TCM according to the information provided.**

I would no longer like to receive email notifications from TCM. How do I disable them?

- To disable all obligations/notices, notify Contract Management to remove you from the distribution.
- To stop the notice from being emailed to you on any one TCM obligation/notification, you may click on the view Contract Obligation, click on the option to complete, add a message of response/outcome in the text box that pops up, and submit completion for that notice. That will send your text box response to all people that are listed in that TCM contract and will be saved as documentation in TCM. That reminder will then discontinue. If action is required regarding the contract, be sure to follow up accordingly.



## Who may sign contracts?

- Purchasing and Accounts Payable do not sign agreements and do not track signature authority. Refer to the University policy for signing official documents: <https://regulations.utah.edu/administration/3-004.php>. That policy gives authority to members of the president's cabinet (e.g. VPs), who can further delegate authority and often do to deans and department heads. Delegations of authority should be in writing and kept by anyone who signs on behalf of the University.
- Another resource is <https://hr.apps.utah.edu/uofu/hrs/OrgTreeLookup/orgtreelookup> which shows the members of the president's cabinet (e.g. VPs), by Department Org ID.

What information  
may be  
considered  
confidential or  
proprietary?

- **Confidential or Proprietary Information:** The following cannot be listed as confidential or proprietary in contracts: contracts, terms and conditions, pricing, sales orders, or invoices. Generally, most of the vendor's response to the solicitation cannot be confidential. Watch for headers, footers, cover page notes, or clauses that identify the documents as confidential or proprietary, and have the notation deleted or changed.

Are contract  
payments  
processed  
automatically?

- No. Payments are not process via TCM or Archer or Purchasing. To process a payment for procurement items, following purchase order (PO) issuance from UShop, submit an approved invoice, or invoices, from the vendor to accounts payable with the PO number referenced ([ap@admin.utah.edu](mailto:ap@admin.utah.edu)). Or use the new Invoice Submission Form (<https://fbs.admin.utah.edu/accountspayable/>) to upload invoices directly to accounts payable. Invoices up to the PO amount may be processed under said PO.

Questions?

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