ARP EANS
Purchasing Process
The Steps

1. Search for desired service or product using the State Contracts tab on the Utah Division of Purchasing and General Services website, purchasing.Utah.gov.
   ◦ By product
   ◦ By vendor

2. Use the “Get a Quote” feature to make sure the request falls within your approved plan.

3. Email your desired quote to Diana Suddreth for pre-authorization.

4. Contract for your service or product.

5. Send a copy of the contract to diana@suddrethconsulting.com.

6. The vendor will send the invoice to USBE for payment.
Search Contracts

Enter the Keywords
Enter Keywords

Enter the county name:
Enter County Name

Search

Popular Keywords
education learning material  janitorial supplies  smartphone and cell phone accessories  laptop computers

How to Use a Cooperative Contract
Contract # AR3872

Contractor Details

Contact Name
David Burton

Email
david.burton@aruplab.com

Vendor Name
Arup Laboratories

Website
https://www.aruplab.com/

Phone
(801)-583-2787 -2834 Main

Need Help with Contract

Portfolio of Contract
Secure a contract and get approval from the EANS contractor (Diana Suddreth) before procurement.
Bill to Identity: USBE ARP EANS.

Sign as the customer.

Send the completed, signed contract to Diana Suddreth.
Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and as a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform the required services. All agreed upon work under this Agreement will be performed during the Contractor's normal working hours.

2. Contractor warrants that the working environment will be free from effects for thirty (30) days from date of inspection. If any replacement part or item of equipment proves defective, Contractor will agree to replace the item. Contractor shall agree to the benefits of any warranty contractor has received from the manufacturer. Removal and reinstatement of any equipment or materials removed or replaced under the manufacturer’s warranty will be at Customer’s expense and at the job site in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREBY, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and without waiving the Agreement, and the entire Agreement shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Contractor shall accrue a late charge on the balance outstanding at the lesser of (a) 1% per month of (b) the highest annual interest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. Any alteration by, or deviation from, this Agreement including extra work, cost of materials or labor will become an extra charge (cost plus 10% of labor costs, and materials based on Contractor’s rates and in effect) over the sum stated in this Agreement.

5. In the event Contractor must commence legal action to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor attorney’s costs and attorney’s fees incurred by Contractor.

6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the performance of this Agreement, Customer’s entire remedy against Contractor shall be for Contractor to reimburse Customer for all costs and expenses incurred by Customer in connection with any proceeding or suit to recover the amount to be refunded to Customer or the amount paid to Contractor under this Agreement, up to Customer’s direct damages caused by such breach or failure. Reasonable expenses incurred by Contractor in connection with any such claim, including the costs of any legal action, shall be charged to Customer. In the event of any such claim, Customer shall be liable to pay such expenses or fees.

7. Customer shall not be liable for any delay, loss, damage or disruption caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, picketing, work stoppage, public order or crime, electrical or mechanical failure, acts of nature, or by any cause beyond its control.

8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys’ fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, damages, losses and expenses related to or caused by the creation of mold at Customer’s location or the removal of mold at Customer’s location.

9. Customer shall make available to Contractor’s personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA’s Hazard Communication Standard Regulations.

10. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

11. Contractor’s obligations under this proposal and any subsequent contract does not include the identification, abatement, or removal of asbestos, mold, or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right to suspend work and charges against such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work may be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

12. This Agreement is between Contractors and Contractor alone, and neither party intends to bind any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Contractor’s behalf, Contractor is not assuming any duty or obligation to any of Customer’s employees, vendors, clients, subcontractors, directors, officers, shareholders, partners or customers with respect to the services provided to Contractor’s behalf.

13. Each of the parties hereto is an independent contractor and the other party is not a principal or sub-contractor of the other. Neither party shall act as agent of the other, directly or indirectly, as an agent, or in any manner assume or create any obligation or responsibility of the other, or to bind the other.

14. These terms and conditions, together with the attached documents and statements constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor’s headquarters are seated, without giving effect to that State’s conflicts of laws principles.

15. If paying with credit card a 2% surcharge will be added to total project price.
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Questions?

Diana@suddrethconsulting.com