

STANDARD TERMS AND CONDITIONS
APPLICABLE TO AGREEMENTS WITH LEGISLATIVE PROCUREMENT UNITS
(Last revised March 29, 2022)

In addition to the terms and conditions included in the RFP, the following terms and conditions will be included in an AGREEMENT between the CONTRACTOR and the Legislative Procurement Unit:

TERMINATION

This AGREEMENT may be terminated for cause by CONTRACTOR in advance of the specified termination date, upon the CONTRACTOR giving written notice of the Legislative Procurement Unit's default. The Legislative Procurement Unit will be given (30) thirty working days after notification to correct and cease the violations, after which, if the violations are not corrected or ceased, the AGREEMENT may be terminated for cause.

The Legislative Procurement Unit may terminate this AGREEMENT at any time if:

the services that are the subject of this AGREEMENT are no longer needed; or

the Legislative Procurement Unit is not satisfied with the CONTRACTOR or the services provided.

The following terms will survive termination of the AGREEMENT: (to be specified before the AGREEMENT is signed).

DEFAULT AND REMEDIES

If CONTRACTOR breaches this AGREEMENT, the Legislative Procurement Unit may do one or more of the following:

exercise any remedy provided by law; or

suspend CONTRACTOR from receiving future solicitations.

INDEPENDENT CONTRACTOR RELATIONSHIP

CONTRACTOR is an independent contractor and, except as expressly authorized by this AGREEMENT or by the Legislative Procurement Unit, is not authorized, expressly or by implication, to bind the LEGISLATURE, the State of Utah, the Legislative Procurement Unit, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE, the State of Utah, or the Legislative Procurement Unit to any contract, settlement, liability, or understanding or to perform any act as agent for the LEGISLATURE, the State of Utah, the Legislative Procurement Unit, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE, the State of Utah, or the Legislative Procurement Unit.

Except as otherwise expressly provided in this AGREEMENT, CONTRACTOR is solely

responsible to pay for all of CONTRACTOR's expenses and to pay each employee or subcontractor of CONTRACTOR all salary, wages, payments, expenses, fees, taxes, costs, insurance, and benefits of any kind relating to an employee or subcontractor of CONTRACTOR.

ASSIGNMENT PROHIBITED

CONTRACTOR may not assign this AGREEMENT or any duty or benefit relating to this AGREEMENT without the prior written permission of the Legislative Procurement Unit.

GOVERNING LAW

This AGREEMENT shall be construed in accordance with, and governed by, the laws of the State of Utah, without reference to principles governing choice or conflict of laws. The parties will submit to the jurisdiction of the courts of the State of Utah any dispute arising out of this AGREEMENT or the breach of this AGREEMENT. Venue shall be in Salt Lake City, Utah, in the Third Judicial District Court for Salt Lake County.

EQUAL OPPORTUNITY

CONTRACTOR agrees to abide by the provisions of:

Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. Sec. 2000e), which prohibit 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;

Utah Code Section 34A-5-106;

Executive Order 11246, as amended, which prohibits discrimination on the basis of sex;

45 C.F.R. 90, which prohibits discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, as applicable, which prohibit discrimination on the basis of disabilities; and

Utah Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace, and the Workplace Discrimination and Harassment Policy adopted by the Utah Senate and Utah House of Representatives.

INCORPORATION OF PROVISIONS OF RFP AND PROPOSAL

The provisions of the RFP, including all addenda to the RFP, and CONTRACTOR's proposal submitted in response to the RFP, are hereby incorporated into this AGREEMENT by reference. If any conflict exists between the RFP, CONTRACTOR's proposal, and this AGREEMENT, the terms and conditions of the following shall prevail in the following order of preference:

this AGREEMENT;

the RFP; and

CONTRACTOR's proposal.

LAWS AND REGULATIONS

CONTRACTOR and any and all hardware, software, supplies, services, equipment, and construction proposed or furnished under this AGREEMENT shall comply fully with all applicable federal and state laws and regulations.

PATENTS, COPYRIGHTS, ETC.

CONTRACTOR releases and shall protect, indemnify, and hold harmless the Legislative Procurement Unit and the LEGISLATURE from liability of any kind or nature relating to CONTRACTOR's use or provision 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 AGREEMENT.

RECORDS ADMINISTRATION

CONTRACTOR shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to CONTRACTOR for costs authorized by this AGREEMENT. CONTRACTOR shall retain these records for at least four years after the AGREEMENT terminates. CONTRACTOR agrees to allow state and federal auditors and legislative staff access to all the records relating to this AGREEMENT, for audit, for inspection, and for the monitoring of services. Such access will be during normal business hours, or by appointment.

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 Legislative Procurement Unit or the LEGISLATURE to secure favorable treatment with respect to being awarded this AGREEMENT.

DEBARMENT

CONTRACTOR certifies that neither CONTRACTOR nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this AGREEMENT by any governmental department or agency. CONTRACTOR will notify the Legislative Procurement Unit within 30 days if debarred by any governmental entity during the term of this AGREEMENT.

INDEMNITY CLAUSE

CONTRACTOR releases, protects, defends, indemnifies, and holds harmless the Legislative Procurement Unit and the LEGISLATURE from and against any damage, cost, or liability, including reasonable attorney fees and court costs, for any and all injuries to persons or property, or claims for money damages, arising from acts or omissions of the CONTRACTOR and the CONTRACTOR's employees, subcontractors, and volunteers.

NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this AGREEMENT, CONTRACTOR acknowledges that the Legislative Procurement Unit cannot contract for the payment of funds not yet appropriated. The Legislative Procurement Unit may, without penalty or liability of any kind, terminate this AGREEMENT by providing 30 days' written notice to CONTRACTOR that this AGREEMENT is terminated due to the non-appropriation of funds. If this AGREEMENT is terminated under this provision, the Legislative Procurement Unit will pay all amounts due to CONTRACTOR through the date of termination and will not be liable for any future commitments, penalties, or damages of any kind.

FORCE MAJEURE

Neither party to this AGREEMENT will be held responsible for a delay or default caused by fire, a riot, an act of God, or a war that is beyond that party's reasonable control. The Legislative Procurement Unit may terminate this AGREEMENT after determining that such delay or default will prevent successful performance of the AGREEMENT.

MERGER

This AGREEMENT constitutes the entire contract between the parties with respect to the subject matter contained in this AGREEMENT. There are no covenants, terms, or conditions, express or implied, written or unwritten, that govern the subject matter of this AGREEMENT, except as expressly described in this AGREEMENT. This AGREEMENT supersedes all prior agreements between the parties relating to all or part of the subject matter contained in this AGREEMENT.

MODIFICATION OF AGREEMENT

This AGREEMENT may be modified only in a written document signed by the director/chair of the Legislative Procurement Unit (or such other person certified as having the authority to bind the Legislative Procurement Unit), on behalf of the Legislative Procurement Unit, and CONTRACTOR's agent (or such other person certified as having the authority to bind CONTRACTOR), on behalf of CONTRACTOR.

AUTHORITY TO BIND

CONTRACTOR and the individual who signs this AGREEMENT on behalf of CONTRACTOR represent that the individual who signs this AGREEMENT has the authority to bind

CONTRACTOR, and does, by signing this AGREEMENT, bind CONTRACTOR to the terms and conditions of this AGREEMENT.

PUBLIC INFORMATION

This AGREEMENT and documents relating to this AGREEMENT are subject to release in accordance with Utah Code, Title 63G, Chapter 2, Government Records Access and Management Act.

SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this AGREEMENT is illegal or void does not affect the legality or enforceability of any other provision of this AGREEMENT, unless the provisions are mutually dependent.

EXPENSE REIMBURSEMENT

A CONTRACTOR may not receive reimbursement for an expense the CONTRACTOR incurs in the performance of this AGREEMENT that is inconsistent with the provisions of Rule R25-7 of the Utah Administrative Code.

WORK PRODUCT

All work product of the CONTRACTOR under this AGREEMENT is the exclusive property of the legislative procurement unit, whether or not the work for which the work product is created is executed. After termination of the AGREEMENT, CONTRACTOR may use any final, publicly available work product for educational, outreach, promotional, or similar purposes, but otherwise may not use any work product for any purpose without the prior written consent of the legislative procurement unit. Work product includes all documents supplied to or produced by the CONTRACTOR under this AGREEMENT, whether in paper, electronic, or other format, including reports, summaries, charts, maps, analyses, comments, or other materials, and the information contained in them.