

**STANDARD TERMS AND CONDITIONS**  
**APPLICABLE TO CONTRACTS WITH LEGISLATIVE PROCUREMENT UNITS**  
(Last revised December 6, 2019)

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

1. TERMINATION

1.1 This CONTRACT 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 contract may be terminated for cause.

1.2 The Legislative Procurement Unit may terminate this CONTRACT at any time when:

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

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

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

2. DEFAULT AND REMEDIES

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

2.1 Exercise any remedy provided by law; or

2.2 Suspend CONTRACTOR from receiving future bid/proposal solicitations.

3. INDEPENDENT CONTRACTOR RELATIONSHIP

3.1 CONTRACTOR is an independent contractor and, except as expressly authorized by this CONTRACT 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.

- 3.2 Except as otherwise expressly provided in this CONTRACT, 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.

#### 4. ASSIGNMENT PROHIBITED

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

#### 5. GOVERNING LAW

This CONTRACT 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 CONTRACT or the breach of this CONTRACT. Venue shall be in Salt Lake City, Utah, in the Third Judicial District Court for Salt Lake County.

#### 6. EQUAL OPPORTUNITY

CONTRACTOR agrees to abide by the provisions of:

- 6.1 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;
- 6.2 Utah Code Section 34A-5-106;
- 6.3 Executive Order 11246, as amended, which prohibits discrimination on the basis of sex;
- 6.4 45 C.F.R. 90, which prohibits discrimination on the basis of age;
- 6.5 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
- 6.6 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.

## 7. 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 CONTRACT by reference. If any conflict exists between the RFP, CONTRACTOR's proposal, and this CONTRACT, the terms and conditions of the following shall prevail in the following order of preference:

- 7.1 this CONTRACT;
- 7.2 the RFP;
- 7.3 CONTRACTOR's proposal.

## 8. LAWS AND REGULATIONS

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

## 9. 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 CONTRACT.

## 10. 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 CONTRACT. CONTRACTOR shall retain these records for at least four years after the CONTRACT terminates. CONTRACTOR agrees to allow state and federal auditors and legislative staff access to all the records relating to this CONTRACT, for audit, for inspection, and for the monitoring of services. Such access will be during normal business hours, or by appointment.

## 11. 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 contract.

## 12. 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 CONTRACT 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 CONTRACT.

#### 13. 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, 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.

#### 14. NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this CONTRACT, 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 CONTRACT by providing 30 days' written notice to CONTRACTOR that this CONTRACT is terminated due to the non-appropriation of funds. If this CONTRACT 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.

#### 15. FORCE MAJEURE

Neither party to this contract 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 CONTRACT after determining that such delay or default will prevent successful performance of the contract.

#### 16. MERGER

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

#### 17. MODIFICATION OF CONTRACT

This CONTRACT 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.

#### 18. AUTHORITY TO BIND

CONTRACTOR and the person who signs this CONTRACT on behalf of CONTRACTOR represent that the person who signs this CONTRACT has the authority to bind CONTRACTOR, and does, by signing this CONTRACT, bind CONTRACTOR to the terms and conditions of this CONTRACT.

#### 19. PUBLIC INFORMATION

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

#### 20. SEVERABILITY

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

#### 21. EXPENSE REIMBURSEMENT

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

#### 22. WORK PRODUCT

All work product of the CONSULTANT under this CONTRACT 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 CONTRACT, CONSULTANT 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. For purposes of this Section 22, work product includes all documents supplied to or produced by the CONSULTANT under this CONTRACT, whether in paper, electronic, or other format, including reports, summaries, charts, maps, analyses, comments, or other materials, and the information contained in them.