

## STANDARD TERMS AND CONDITIONS APPLICABLE TO AGREEMENT WITH LEGISLATIVE PROCUREMENT UNIT

(Last revised February 25, 2025)

In addition to the terms and conditions included in the solicitation, the following standard terms and conditions will be included in an agreement between a contractor and legislative procurement unit, as applicable.

1. **Termination.** This AGREEMENT terminates on \_\_\_\_\_ (to be specified before the AGREEMENT is signed).

This AGREEMENT may be terminated for cause by the CONTRACTOR in advance of the termination date, and upon the CONTRACTOR giving written notice of the LEGISLATIVE PROCUREMENT UNIT's default. The CONTRACTOR shall give the LEGISLATIVE PROCUREMENT UNIT thirty (30) business days after the 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:

- a. the services under this AGREEMENT are no longer needed; or
  - b. the LEGISLATIVE PROCUREMENT UNIT is not satisfied with the CONTRACTOR or the services provided.
2. **Non-appropriation of Funds.** Notwithstanding any other provision of this AGREEMENT, the CONTRACTOR acknowledges that the LEGISLATIVE PROCUREMENT UNIT cannot contract for the payment of funds not yet appropriated by the Utah Legislature. The LEGISLATIVE PROCUREMENT UNIT may, without penalty or liability of any kind, terminate this AGREEMENT by providing thirty (30) calendar days' written notice to the 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 the CONTRACTOR through the date of termination and will not be liable for any future commitments, penalties, or damages of any kind.
  3. **Survival.** All rights and obligations under this AGREEMENT cease upon termination of this AGREEMENT, except for the rights and obligations that expressly survive termination of this AGREEMENT, including this paragraph and Paragraphs \_\_\_\_\_ (to be specified before the AGREEMENT is signed).
  4. **Default and Remedies.** If the CONTRACTOR breaches this AGREEMENT, the LEGISLATIVE PROCUREMENT UNIT may do one or more of the following:
    - a. exercise any remedy provided by law; or
    - b. suspend the CONTRACTOR from receiving future solicitations.
  5. **Incorporation.** The provisions of the LEGISLATIVE PROCUREMENT UNIT's solicitation and the CONTRACTOR's proposal submitted in response to the LEGISLATIVE PROCUREMENT UNIT's solicitation are hereby incorporated into this AGREEMENT by reference. If any conflict exists between the LEGISLATIVE PROCUREMENT UNIT's solicitation, the CONTRACTOR's proposal, and this AGREEMENT, the terms and conditions of the following shall prevail in the following order of preference:
    - a. this AGREEMENT;

- b. the LEGISLATIVE PROCUREMENT UNIT's solicitation; and
  - c. the CONTRACTOR's proposal.
6. **Indemnity.** The CONTRACTOR releases, protects, defends, indemnifies, and holds harmless the LEGISLATIVE PROCUREMENT UNIT and the Utah 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.
7. **Patents and Copyrights.** The CONTRACTOR releases and shall protect, indemnify, and hold harmless the LEGISLATIVE PROCUREMENT UNIT and the Utah Legislature from liability of any kind or nature relating to the 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.
8. **Public Information.** This AGREEMENT and documents relating to this AGREEMENT are subject to public release in accordance with Utah Code, Title 63G, Chapter 2, Government Records Access and Management Act. The CONTRACTOR acknowledges that information created or exchanged in the course performance under this AGREEMENT may be subject to Utah Code, Title 63G, Chapter 2, Government Records Access and Management Act. The CONTRACTOR agrees to exercise professional judgment and care when creating documents or other materials intended to be confidential or privileged that may be subject to disclosure under Utah Code, Title 63G, Chapter 2, Government Records Access and Management Act.
9. **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, the 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.
10. **No Gift or Compensation.** The CONTRACTOR certifies that the CONTRACTOR 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 Utah Legislature to secure favorable treatment with respect to being awarded this AGREEMENT.
11. **Conflict of Interest.** The CONTRACTOR certifies that the CONTRACTOR has done a thorough review of conflicts of interest and the CONTRACTOR's performance under this AGREEMENT creates no current potential or actual conflict of interest for the CONTRACTOR between the pecuniary and personal interests of the CONTRACTOR and the duties owed to the LEGISLATIVE PROCUREMENT UNIT under this AGREEMENT. If, during the term of this AGREEMENT, the CONTRACTOR becomes aware of any potential conflict of interest the CONTRACTOR's performance under this AGREEMENT creates, the CONTRACTOR shall immediately notify the LEGISLATIVE PROCUREMENT UNIT of the conflict.

12. **Independent Contractor.** The CONTRACTOR is an independent contractor of the LEGISLATIVE PROCUREMENT UNIT and is not authorized, expressly or by implication, to bind the LEGISLATIVE PROCUREMENT UNIT, the Utah Legislature, the State of Utah, or any member, office, officer, department, agent, official, or employee of the LEGISLATIVE PROCUREMENT UNIT, the Utah Legislature, or the State of Utah to any agreement, settlement, liability, or understanding or to perform any act as agent for the LEGISLATIVE PROCUREMENT UNIT, the Utah Legislature, the State of Utah, or any member, office, officer, department, agent, official, or employee of the LEGISLATIVE PROCUREMENT UNIT, the Utah Legislature, or the State of Utah. Except as otherwise expressly provided in this AGREEMENT, the CONTRACTOR is solely responsible for paying for all the CONTRACTOR's expenses and for paying each employee or subcontractor of the CONTRACTOR all salary, wages, payments, expenses, fees, taxes, costs, insurance, and benefits of any kind relating to an employee or subcontractor of the CONTRACTOR.
13. **Records Administration.** The CONTRACTOR shall maintain all records necessary to properly account for the payments made to the CONTRACTOR for fees and expenses authorized by this AGREEMENT for at least four (4) years after the AGREEMENT terminates. The CONTRACTOR agrees to allow state and federal auditors and legislative staff access to all the records relating to this AGREEMENT for audit, inspection, and the monitoring of performance under this AGREEMENT. Such access will be during normal business hours or by appointment.
14. **Assignment Prohibited.** The CONTRACTOR may not assign this AGREEMENT or any duty or benefit relating to this AGREEMENT without prior written authorization by the LEGISLATIVE PROCUREMENT UNIT.
15. **Debarment.** The CONTRACTOR certifies that neither the CONTRACTOR nor the CONTRACTOR's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this AGREEMENT by any governmental entity. The CONTRACTOR will notify the LEGISLATIVE PROCUREMENT UNIT within thirty (30) days if debarred by any governmental entity during the term of this AGREEMENT.
16. **Authority.** The CONTRACTOR and the individual who signs this AGREEMENT on behalf of the CONTRACTOR represent that the individual who signs this AGREEMENT has the authority to bind the CONTRACTOR, and does, by signing this AGREEMENT, bind the CONTRACTOR to the terms and conditions of this AGREEMENT.
17. **Entire Agreement.** This AGREEMENT constitutes the entire agreement 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.
18. **Modification.** This AGREEMENT may be modified only by mutual written agreement by the parties.

19. **Force Majeure.** Neither party to this AGREEMENT will be held responsible for a delay or default caused by fire, riot, act of God, or war that is beyond that party's reasonable control. The LEGISLATIVE PROCUREMENT UNIT may terminate this AGREEMENT after determining that such a delay or default will prevent successful performance of the AGREEMENT.
20. **Severability.** If any provision of this AGREEMENT is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, the remaining provisions of this AGREEMENT are not affected and shall remain in full force and effect, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had not been contained in this AGREEMENT.
21. **Choice of Law, Jurisdiction, and Venue.** This AGREEMENT is 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 for any dispute arising out of this AGREEMENT. Venue will be in Salt Lake City, Utah, in the Third Judicial District Court for Salt Lake County.
22. **Waiver.** A party's waiver of any provision, term, covenant, or condition of this AGREEMENT is not a waiver of any other provision, term, covenant, or condition of this AGREEMENT, and is not a waiver of any subsequent breach of a provision, term, covenant, or condition of this AGREEMENT.