

ATTACHMENT "2"
Standard Contract Terms and Conditions
Utah State Legislature

In addition to the terms and conditions included in the IFB, the following terms and conditions will be included in the contract between the successful bidder(s) and the LFA:

1. TERMINATION

This AGREEMENT may be terminated with cause by either party in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. The following terms will survive termination of the AGREEMENT: (to be specified before the AGREEMENT is signed).

2. DEFAULT AND REMEDIES

Nonperformance by CONTRACTOR of a duty under this AGREEMENT or a material breach by CONTRACTOR of any term or condition of this AGREEMENT constitutes cause for the LFA to declare CONTRACTOR in breach of the AGREEMENT. In the event of a breach by CONTRACTOR, LFA will issue a written notice of default providing a period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for liquidated or other damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, the LFA may do one or more of the following:

- 2.1 Exercise any remedy provided by law;
- 2.2 Terminate this AGREEMENT contract and any related AGREEMENTS or portions thereof;
- 2.3 Impose liquidated damages, if liquidated damages are provided for in this AGREEMENT; or
- 2.4 Suspend CONTRACTOR from receiving future bid/proposal solicitations.

3. INDEPENDENT CONTRACTOR

- 3.1 CONTRACTOR is an independent contractor and is not authorized, expressly or by implication, to bind the LEGISLATURE, LFA, Legislative Printing, the State of Utah, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE or the State of Utah to any agreement, settlement, liability, or understanding or to perform any act as agent for the LEGISLATURE, LFA, Legislative Printing, the State of Utah, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE or the State of Utah.
- 3.2 CONTRACTOR is solely responsible to pay for all of CONTRACTOR's materials, travel, and expenses and to pay each employee or subcontractor of CONTRACTOR all 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 AGREEMENT or any duty or benefit relating to this AGREEMENT without the prior written permission of the LFA.

5. GOVERNING LAW

This AGREEMENT shall be construed in accordance with, and governed by, the law of the State of Utah, without reference to principles governing choice or conflicts 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 or the breach of this AGREEMENT. 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 Executive Order 11246, as amended, which prohibits discrimination on the basis of sex;
- 6.3 45 CFR 90, which prohibits discrimination on the basis of age;
- 6.4 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
- 6.5 Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace.

7. INCORPORATION OF PROVISIONS OF RFP AND RESPONSE TO RFP

The provisions of the IFB, including all addendums to this IFB CONTRACTOR's bid, are hereby incorporated into this AGREEMENT by reference. If any conflict exists between the IFB, CONTRACTOR's BID, and this AGREEMENT, the terms and conditions of the following shall prevail in the following order of preference:

- 7.1 this AGREEMENT;
- 7.2 the IFB;
- 7.3 the BID.

8. LOCAL WAREHOUSE AND DISTRIBUTION

CONTRACTOR will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments.

9. LAWS AND REGULATIONS

CONTRACTOR and any and all PRODUCTS, supplies, services, equipment, and construction proposed and furnished under this AGREEMENT will comply fully with all applicable federal and state laws and regulations.

10. PATENTS, COPYRIGHTS, ETC.

CONTRACTOR will release, protect, indemnify, and hold harmless 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.

11. HAZARDOUS CHEMICAL INFORMATION

CONTRACTOR will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to LFA. All safety data sheets and labels will be in accordance with the requirements of law.

12. RECORDS ADMINISTRATION: CONTRACTOR will maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to CONTRACTOR for costs authorized by this AGREEMENT. These records will be retained by CONTRACTOR for at least four years after the AGREEMENT terminates. CONTRACTOR agrees to allow state and federal auditors, and LFA 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.

13. 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 LEGISLATURE to secure favorable treatment with respect to being awarded this contract.

14. 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 director of LFA within 30 days if debarred by any governmental entity during the term of this AGREEMENT.

15. INDEMNITY CLAUSE

CONTRACTOR releases, protects, indemnifies and holds harmless 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.

16. NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this AGREEMENT, CONTRACTOR acknowledges that LFA cannot contract for the payment of funds not yet appropriated. LFA 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, LFA 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.

17. FORCE MAJEURE

Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war that is beyond that party's reasonable control. LFA may terminate this AGREEMENT after determining that such delay or default will prevent successful performance of the contract.

18. MERGER

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.

19. MODIFICATION OF AGREEMENT

This AGREEMENT may be modified only in a written document signed by the Director of LFA (or such other person certified as having the authority to bind LEGISLATURE), on behalf of the LFA, and CONTRACTOR's agent (or such other person certified as having the authority to bind CONTRACTOR) on behalf of CONTRACTOR.

20. AUTHORITY TO BIND

CONTRACTOR and the person who signs this AGREEMENT on behalf of CONTRACTOR represent that the person 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.

21. PUBLIC INFORMATION

This AGREEMENT and all billing and payment documents relating to this AGREEMENT are public records and will be disclosed upon request.

22. SEVERABILITY

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