



CONTRACT FOR GOODS AND SERVICES

1. **PARTIES:** This contract is between Salt Lake Community College, a body politic and corporate of the State of Utah (“SLCC”), and the contractor identified below (the “Contractor”).

CONTRACTOR INFORMATION
<i>Business/Individual Name:</i>
<i>Contractor S Number:</i>
<i>Street Address:</i>
<i>City, State, and Zip Code:</i>
<i>Contact Person:</i>
<i>Telephone Number(s):</i>
<i>Email Address:</i>

2. **GENERAL PURPOSE OF CONTRACT:**

3. **TERM:** The term of this contract begins on _____ and ends on _____ unless terminated or extended in accordance with this contract.

4. **CONTRACTOR’S OBLIGATIONS:**

- a.
- b.
- c.

5. **SLCC’S OBLIGATIONS:**

- a.
- b.
- c.

6. **STANDARD CONTRACT TERMS:** SLCC’s Standard Contract Terms specified in Attachment A (the “Standard Terms”) are part of this contract.

7. **OTHER ATTACHMENTS:** The following attachments are part of this contract. Any conflicts between the Standard Terms and other attachments will be resolved in favor of the Standard Terms.
[Insert references to other attachments below. If there are none, delete this Section.]

- a.
- b.
- c.

8. SPECIAL CONDITIONS: [Insert special conditions below. If there are none, delete this Section.]

- a.
- b.
- c.

By signing below, SLCC and the Contractor agree to be bound by this contract, including the Standard Terms and other attachments.

CONTRACTOR

SALT LAKE COMMUNITY COLLEGE

By: _____

By: _____

Print Name and Title

Print Name and Title

Date

Date

ATTACHMENT A

SALT LAKE COMMUNITY COLLEGE STANDARD CONTRACT TERMS

1. These Standard Contract Terms (the “Standard Terms”) are incorporated into, and made part of, the contract to which they are attached (the “Contract”) pursuant to SLCC’s Purchasing Policies and Procedures, the Utah Procurement Code (Utah Code Ann. §§ 63G-6a-101 through 63G-6a-2407, as amended), and all other relevant statutes, regulations, and rules.
2. DEFINITIONS:
 - a. “Confidential Information” means information deemed confidential under applicable state and federal laws, including personal information.
 - b. “Contractor” means the individuals or entities providing Goods and/or Services under the Contract, and their agents, officers, employees, and partners
 - c. “Goods” means all tangible personal property the Contractor is required to deliver under the Contract, including but not limited to materials, supplies, and equipment.
 - d. “Services” means all services the Contractor is required to provide under the Contract.
 - e. “SLCC” means Salt Lake Community College and its departments, divisions, offices, other organizations, employees, or agents.
 - f. “Subcontractor” means a person or entity under contract with a Contractor, or a Contractor’s subcontractor, to provide goods or services to SLCC pursuant to the Contract.
3. CONFLICTS OF INTEREST: The Contractor represents that, except as previously disclosed to SLCC, none of its owners, officers, directors, employees, or agents are SLCC employees, directors, or trustees.
4. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and has no authority, express or implied, to bind SLCC to any contracts, agreements, settlements, or liability of any kind. The Contractor shall not perform any acts as agent for SLCC, except as set forth in the Contract. The compensation specified in the Contract, if any, shall be the total amount payable to the Contractor by SLCC. The Contractor shall pay all income tax and social security amounts due from payments made by SLCC pursuant to the Contract. SLCC’s employees, and others acting under SLCC’s direction, shall not be deemed the Contractor’s employees or agents.
5. TIME IS OF THE ESSENCE: Time is of the essence. The Contractor shall be liable for all damages resulting from failing to timely fulfill its obligations under the Contract.
6. CHANGE IN GOODS AND SERVICES: Any changes in the Goods and/or Services to be provided under the Contract must be in a written document signed by authorized representatives of both parties that expressly specifies all changes in Goods, Services, fees, performance times, and any other significant factors.
7. INDEMNITY: The Contractor shall be liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and hold harmless SLCC and its officers, agents, volunteers, and employees from any and all losses, actions, damages, injury, liability, suits, costs, and proceedings arising out of the Contract, caused in whole or in part by any intentional act or negligence of the Contractor, its officers, agents, volunteers, partners, subcontractors, or employees. Any limitations on the Contractor’s liability, including limitations of liability for anyone for whom the Contractor is responsible, shall not apply to injuries to persons or damages to property.
8. INSURANCE: The Contractor shall, at all times during the term of the Contract, and without interruption, maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The amount of insurance the Contractor shall maintain shall be no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The Contractor shall maintain

workers' compensation insurance during the term of the Contract for all its employees and employees of any Subcontractor. The Contractor shall maintain any other insurance policies required by SLCC. The insurers and policy provisions must be acceptable to SLCC's Director of Risk Management. Each of the Contractor's insurance policies shall include an endorsement naming SLCC and its officers and employees as additional insureds, and the policy shall provide SLCC and its officers and employees primary (not contributing) coverage for any liability arising from the Contractor's acts or omissions. The Contractor is not required to obtain an "additional insured" endorsement for any workers' compensation or professional liability insurance policy. The Contractor shall provide proof of general liability insurance and other required insurance to SLCC upon request. The Contractor waives any right of subrogation against SLCC, its officers, and employees. SLCC reserves the right to modify these insurance limits when warranted. The Contractor's failure to maintain the required insurance during the term of the Contract, and the Contractor's failure to provide proof of the required insurance, shall be deemed material breaches that constitute grounds for termination of the Contract.

9. **EMPLOYMENT PRACTICES:** The Contractor shall comply with all applicable laws, regulations, or orders that prohibit discrimination by any of the Contractor's employees.
10. **DEBARMENT:** The Contractor certifies that it has never been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental department, agency, or political subdivision of any international, state, or local governmental entity.
11. **DELIVERY:** All deliveries under the Contract will be F.O.B. destination with all transportation and handling charges paid by the Contractor unless otherwise specified in the Contract. The responsibility and liability for loss or damage will remain with the Contractor until final inspection and acceptance, at which time responsibility will pass to SLCC, except as to latent defects, fraud, or the Contractor's warranty obligations. The Contractor shall strictly adhere to the delivery and completion schedules specified in the Contract.
12. **ORDERING AND INVOICING:** Unless otherwise stated in the Contract, the Contractor will promptly submit invoices to SLCC within thirty (30) days of the delivery. SLCC will pay the prices listed in the Contract. SLCC has the right to adjust or return any invoice(s) containing incorrect pricing.
13. **PAYMENT:** Unless otherwise stated in the Contract, SLCC will pay invoices within 30 days of receipt of the Goods/Services and the invoice. SLCC will not make any payments for Goods not provided or Services not rendered by the Contractor. The Contractor's acceptance of final payment without submitting a written protest to SLCC within 10 business days of receipt of the final payment shall release SLCC from all claims and liability related to the Contract. SLCC's payment for Goods and/or Services shall not be deemed an acceptance of the Goods and/or Services and shall not constitute a waiver of any claims SLCC may assert related to the Goods and/or Services.
14. **TRAVEL:** Reimbursement for travel costs, if any, will be limited to amounts authorized by the State of Utah and SLCC for airfare and per diem rates for employee travel.
15. **WAIVER:** A waiver of any right under the Contract shall not be construed as a waiver of any subsequent right.
16. **SEVERABILITY:** If any provision of the Contract is declared invalid, the remaining provisions shall remain in effect.
17. **AMENDMENTS:** The Contract may be modified, amended, or supplemented only in a written document executed by authorized representatives of both SLCC and the Contractor. Automatic renewal provisions in the Contract shall not be enforceable.

18. **TERMINATION:** Either party may terminate the Contract for cause by giving the other party written notice of any breach of the Contract and 10 working days after receipt of the notice to cure any breach. If the party receiving the notice fails to cure the breach within 10 working days, the Contract may be terminated for cause immediately. Either party may terminate the Contract without cause by giving the other party 60 days written notice. If the Contract is terminated, all accounts and payments will be processed according to the terms of the Contract. SLCC shall not be liable to the Contractor for Goods/Services that are not requested or accepted by SLCC. SLCC's termination of the Contract shall not relieve the Contractor of liability for any damages or claims arising under the Contract.
19. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** SLCC may terminate the Contract, in whole or in part, by giving the Contractor 30 days written notice that: (a) a change in federal or state legislation, or other applicable laws, materially impacts the ability of either party to perform the Contract; or (b) a change in available state or federal funding impacts SLCC's ability to pay amounts required by the Contract, regardless of whether this change results from legislation, an order of the Governor of Utah, or an order of the President of the United States. SLCC shall not be liable for any damages accruing after giving notice of termination under this provision.
20. **SALES TAX EXEMPTION:** SLCC's Utah sales and use tax exemption number is 11890789-002. Tangible personal property or Services purchased pursuant to the Contract will be paid from SLCC funds and used in the exercise of SLCC's essential functions. Construction materials purchased pursuant to the Contract will be converted into real property unless otherwise stated in the Contract.
21. **SLCC's 501(c)(3) STATUS:** SLCC has tax-exempt status under section 501(c)(3) of the Internal Revenue Code. Thus, sales tax may not apply to the Contractor's purchases directly associated with an SLCC construction project. The Contractor is solely responsible for determining whether this is the case.
22. **WARRANTIES:** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to Goods delivered to SLCC under the Contract. Contractor warrants for a period of one year that the Goods: (a) perform according to all specific claims made by the Contractor; (b) are suitable for the ordinary purposes for which they are used; (c) are suitable for any special purposes identified by the Contractor; (d) are designed and manufactured in a commercially reasonable manner; (e) are manufactured and in all respects create no harm to persons or property; and (f) are free of defects. Unless otherwise specified in the Contract, all Goods provided shall be new and unused of the latest model or design. Remedies available to SLCC under this section include, but are not limited to, Contractor repairing or replacing the Goods at no charge to SLCC within 10 days of written notice informing Contractor of the Goods not performing as required under the Contract. If the repaired and/or replaced Goods prove to be inadequate, or fail their essential purpose, Contractor will refund the full amount of any payments SLCC has made. Nothing in this warranty provision will be construed to limit any rights or remedies SLCC may otherwise have under the Contract.
23. **INTELLECTUAL PROPERTY INDEMNIFICATION:** The Contractor releases, indemnifies, and holds harmless SLCC, its officers, agents, and employees from any damages, expenses, claims, judgments, liabilities, and costs in any claim brought against SLCC for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. If there are any limitations on the Contractor's liability for such claims, they will not apply to the Contract.
24. **OWNERSHIP IN INTELLECTUAL PROPERTY:** SLCC and the Contractor recognize that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed in writing.
25. **ASSIGNMENT:** The Contractor may not assign, sell, transfer, subcontract, or sublet any rights, or delegate any duties, under the Contract without SLCC's prior written approval.

26. **FORCE MAJEURE:** Neither SLCC nor the Contractor will be held responsible for delay or default caused weather, earthquakes, fire, protests, riots, disease, epidemics, pandemics, acts of God, wars, or any other event beyond the parties' reasonable control. The parties may terminate the Contract after determining such delay or default will prevent successful performance of the Contract.
27. **NO ISRAEL BOYCOTT:** Pursuant to Utah Code Ann. § 63G-27-101, the Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees to not engage in any boycott of the State of Israel during the term of the Contract.
28. **PROCUREMENT ETHICS:** A person or entity interested in selling goods, supplies, services, construction, or insurance to SLCC is violating the law if that person gives, or offers to give, any compensation, gratuity, contribution, loan, or reward to any person acting as a procurement officer for SLCC, or to any person in an official capacity who participates in the procurement of goods, supplies, services, construction, or insurance, whether given for their own benefit or the benefit of another person or entity.
29. **NOTICE:** Notice to SLCC required by the Contract is sufficient if it is in writing, mailed first-class, postage prepaid, to Salt Lake Community College, General Counsel's Office, 4600 South Redwood Road, AAB 211F, Salt Lake City, Utah 84123.
30. **ACCESS TO PUBLIC DOCUMENTS.** SLCC is subject to the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*, as amended ("GRAMA"). Pursuant to GRAMA, certain records within SLCC's possession or control, including the Contract, may be subject to public disclosure. Any person or entity that provides SLCC with records that such person or entity believes should be protected from disclosure for business reasons must provide to SLCC, *with the record*, a written claim of business confidentiality and a concise statement of reasons supporting such claim pursuant to Section 63G-2-309 of GRAMA. Notwithstanding any provision to the contrary in the Contract, SLCC may disclose any information or record to the extent required by GRAMA or any other law, and to SLCC's attorneys, accountants, and consultants.
31. **GOVERNMENTAL IMMUNITY.** SLCC is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. §§ Section 63G-7-101 *et seq.*, as amended (the "Act"). Nothing in the Contract shall be construed as a waiver by SLCC of any protections, rights, or defenses available under the Act, including but not limited to the provisions of Section 63G-7-604 regarding limitation of judgments. SLCC does not intend to incur by contract any liability for operations, acts, or omissions of the Contractor or any third party, and nothing in the Contract shall be so interpreted or construed. Notwithstanding any provisions to the contrary in the Contract, any obligations of SLCC to indemnify, hold harmless, or defend contained in the Contract are subject to the Act, and are limited only to claims that arise from the negligent acts or omissions of SLCC, and the total amount of any such obligations, including attorney's fees, is limited to the amounts established by Section 63G-7-604 of the Act.
32. **SLCC'S INSURANCE.** SLCC is insured through its participation in the Risk Management Fund of the State of Utah. *See* Utah Code §§ 63A-4-101 *et seq.*, as amended. Nothing in the Contract shall require SLCC to carry different or additional insurance, and any obligations of SLCC contained in the Contract to name a party as additional insured shall be limited to naming such party as additional insured with respect to SLCC's negligent acts or omissions. If SLCC is required to defend, indemnify, or hold the Contractor harmless, a defense shall be provided by the State of Utah Division of Risk Management through its contracted Assistant Attorneys General.
33. **FAMILY EDUCATION RIGHT AND PRIVACY ACT.** SLCC is subject to the Family Education Rights and Privacy Act, 20 U.S.C. § 1232G; 34 C.F.R. 99 ("FERPA"). The Contractor shall comply with all FERPA requirements. The Contractor will not access or make any disclosures of student educational records to third parties without prior notice to and consent from SLCC, or as otherwise provided by law. For purposes of the Contract, SLCC designates the Contractor as a school official

with a legitimate educational interest in the educational records of participating students to the extent access to SLCC's records is required by the Contractor to perform its obligations under the Contract.

34. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor, and all Goods, Services, supplies, and equipment, shall comply with all applicable state and federal laws and regulations.
35. **RECORDS:** The Contractor shall maintain or supervise the maintenance of all records related to the Contract for at least seven years after the Contract ends, or until all audits initiated within those seven years have been completed, whichever is later. The Contractor agrees that SLCC's employees and staff, the Utah Board of Regents, and state and/or federal auditors may access all records relating to the Contract during normal business hours or by appointment.
36. **RECORDING OF PERFORMANCES:** Unless otherwise stated in the Contract, SLCC may record performances for archival and/or educational purposes. SLCC cannot control third parties from making audio or video recordings of performance with cell phones or other electronic devices. Contractor shall not confiscate electronic devices.
37. **JURISDICTION, CHOICE OF LAW, VENUE:** The Contract shall be governed by Utah law. The Contractor submits to the jurisdiction of Utah's courts and agrees that the Third Judicial District Court of Salt Lake County, Utah, shall have exclusive jurisdiction over all disputes related to the Contract.
38. **ATTORNEY FEES:** The prevailing party in any action or proceeding to enforce or interpret the Contract shall be entitled to an award of costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees.
39. **MISCELLANEOUS:** These Standard Contract Terms will survive the expiration or termination of the Contract. Any provision in the Contract purporting to vest the Contractor with authority or discretion to unilaterally modify the Contract shall have no force or effect. Electronic transmission of the Contract, and retransmission of the Contract, shall be the same as delivery of an original. Upon request of either party, each party shall deliver an original of the Contract with original signatures.
40. **ENTIRE AGREEMENT:** The Contract, including all attachments, constitutes the entire agreement between the parties regarding the subject matter addressed by the Contract. The Contract supersedes all prior agreement between the parties, oral or written, regarding the subject matter addressed by the Contract. The Contract supersedes any other terms in the Contractor's work plans, cost estimates, receiving tickets, invoices, or any other related forms or documents used to implement, record, or invoice Goods or Services provided under the Contract (the "Other Terms"), even if such forms or documents are signed or initialed by an SLCC representative. The Other Terms shall not be considered amendments to the Contract if they are inconsistent with the terms of the Contract.