

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 located at 4600 South Redwood Road, PO Box 30808, Salt Lake City, Utah 84030-0808 (referred to as "SLCC"), and the following Contractor:

CONTRACTOR INFORMATION		LEGAL STATUS (Check One)		
Name:	EIN/SSN:	<input type="checkbox"/>	Sole Proprietor	
Street Address:		<input type="checkbox"/>	Non-Profit Corp	
City:	State:	Zip:	<input type="checkbox"/>	Corporation
Contact Person:		<input type="checkbox"/>	Partnership	
Telephone Numbers:		Email Address:	<input type="checkbox"/>	Government

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is:
[Briefly identify the reason the contract is being created.]

3. CONTRACT PERIOD: Beginning Date: _____ Termination Date: _____, unless terminated earlier or extended in accordance with the terms and conditions of this contract. Renewal options (if any): **[describe renewal options]**.

All payments under this contract will be completed within 90 days after the Termination Date.

4. OBLIGATIONS OF SLCC:

- a.
- b.
- c.
- d.
- e.

5. OBLIGATIONS OF CONTRACTOR:

- a.
- b.
- c.
- d.
- e.

- 6. SPECIAL CONDITIONS: The following special conditions apply to this contract. Any conflict between a special condition and the Attachments referred to below will be resolved in favor of the special condition.
 - a.
 - b.
 - c.
 - d.
 - e.

- 7. ATTACHMENTS: The following attachments are attached hereto and made part of this Contract. Any conflicts between Attachment A and other Attachments, if any, will be resolved in favor of Attachment A.
 - a. Attachment A: Salt Lake Community College Standard Contract Terms & Conditions
 - b.
 - c.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

CONTRACTOR:

SLCC:

 Print Name of Company

SALT LAKE COMMUNITY COLLEGE

By: _____

By: _____

 Print Name of Signer

Its: _____

Date: _____

 Print Title of Signer

Date: _____

Attachment A

SLCC Standard Terms & Conditions For Goods & Services

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. SLCC reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b. **"Contract"** means the written agreement between SLCC and Contractor, including these terms and conditions.
 - c. **"Contractor"** means the individual or entity delivering the goods and/or services identified in this contract. The term "Contractor" includes Contractor's agents, officers, employees, and partners.
 - d. **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and equipment that Contractor is required to deliver to Salt Lake Community College under this contract.
 - e. **"Salt Lake Community College" or "SLCC"** means the entity, including its departments, divisions, offices, other organizations, employees, or agents within Salt Lake Community College identified on the contract signature page(s).
 - f. **"Subcontractor"** means a person under contract with a Contractor or another Subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in the Salt Lake Community College ("SLCC") Purchasing Policies and Procedures, and all applicable sections of the Utah Procurement Code, Title 63G, Chapter 6, Utah Code Annotated, 1953, as amended, and all related statutes, regulations, and rules which permit SLCC to purchase certain specified supplies and services and other approved purchases for SLCC.
3. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in the Third Judicial District Court for Salt Lake County.
4. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
5. **RECORDS ADMINISTRATION:** The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least seven (7) years after the contract terminates, or until all audits initiated within the seven years have been completed, whichever is later. The Contractor agrees to allow SLCC, the Utah Board of Regents, State and/or Federal auditors, and SLCC Staff, access to all the records relating to this contract for audit and inspection and monitoring of services. Such access will be during normal business hours or by appointment.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of SLCC, unless disclosure regarding such has been made to SLCC.
7. **CONTRACTOR IS AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent Contractor, and as such, shall have no authorization, express or implied, to bind SLCC to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for SLCC, except as herein expressly set forth in the contract. Compensation stated herein shall be the total amount payable to the Contractor by SLCC. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from SLCC for these contract services. Persons employed by SLCC and acting under the direction of SLCC shall not be deemed to be employees or agents of the Contractor.

8. **TIME IS OF THE ESSENCE:** The Contractor shall complete the work described in this contract in a timely manner. Time is of the essence and Contractor shall be liable for all damages to SLCC as a result of the failure to timely complete the scope of work required under this contract.
9. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless, SLCC and all its officers, agents, volunteers, and employees from and against any and all losses, actions, damages, injury, liability, suits, costs, and proceedings arising out of Contractor's performance of this contract caused in whole or in part by any intentional act or negligence of the Contractor, its officers, agents, volunteers, partners, Subcontractors, or employees, but not for claims arising from SLCC's sole negligence. The parties agree that if there are any limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
10. **INSURANCE:** Contractor shall at all times during the term of this contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. Contractor shall maintain workers' compensation insurance during the term of the contract for all its employees and any Subcontractor employees related to this contract. Contractor also agrees to maintain any other insurance policies required by SLCC. The insurers and policy provisions must be acceptable to the SLCC's Director of Risk Management. Each of the Contractor's insurance policies shall include an endorsement that names SLCC and its officers and employees as additional insureds and the policy shall provide SLCC and its officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor's acts or omissions in connection with this Contract. The Contractor is not required, however, to obtain an "additional insured" endorsement for any Workers' Compensation or professional liability insurance policy. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to SLCC upon request. Contractor waives any right of subrogation against SLCC and its officers and employees. SLCC reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this contract will be grounds for immediate termination of the contract.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by all applicable laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **SEVERABILITY CLAUSE:** If any provision of this contract is declared by a court of competent jurisdiction to be invalid, the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
13. **AMENDMENTS:** This contract may be amended, modified, or supplemented only by mutual written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
14. **DEBARMENT:** The Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department, agency, or political subdivision of any governmental entity, whether international, state, or local. If Contractor cannot certify this statement, attach a written explanation for review by SLCC. Contractor must notify the SLCC Director of Purchasing within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this contract period.
15. **TERMINATION:** Unless otherwise stated, this contract 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 violation(s), after which this contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given to the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall SLCC be liable to the Contractor for compensation for any good neither requested nor accepted by SLCC. In no event shall SLCC's exercise of its right to terminate this contract relieve the Contractor of any liability to SLCC for any damages or claims arising under this contract.

16. **NONAPPROPRIATION OF FUNDS:** Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part at the sole discretion of SLCC, if SLCC reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this contract; or (ii) a change in available funds affects SLCC's ability to pay under this contract. A change of available funds as used in this paragraph includes but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this section, SLCC will reimburse Contractor for the goods properly ordered and/or services properly performed until the effective date of said notice. SLCC will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
17. **SALES TAX EXEMPTION:** SLCC's State of Utah sales and use tax **exemption number is 11890789-002**. The tangible personal property or services being purchased are being paid from SLCC funds and used in the exercise of SLCC's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
18. **NOTIFICATION SLCC HAS 501(c)(3) STATUS:** SLCC has been granted 501(c)(3) status under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986. SLCC's 501(c)(3) status means sales tax may not apply to a SLCC Contractor's purchase(s) directly associated with a SLCC construction project. Contractor bears the entire responsibility to determine such with the State Tax Commission.
19. **WARRANTY:** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the goods delivered to SLCC under this contract. Contractor warrants for a period of one (1) year that: (i) the goods perform according to all specific claims that Contractor made; (ii) the goods are suitable for the ordinary purposes for which such goods are used; (iii) the goods are suitable for any special purposes identified by the Contractor; (iv) the goods are designed and manufactured in a commercially reasonable manner; (v) the goods are manufactured and in all other respects create no harm to persons or property; and (vi) the goods are free of defects. Unless otherwise specified, 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 the following: Contractor will repair or replace goods at no charge to SLCC within ten (10) days of any written notification informing Contractor of the goods not performing as required under this contract. If the repaired and/or replaced goods prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies SLCC may otherwise have under this contract. Contractor acknowledges that all warranties granted to SLCC by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the Contractor are not applicable to this contract unless otherwise specified and mutually agreed upon in this contract.
20. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by SLCC, Contractor agrees the contract, related pricing documents, and invoices will be public documents, and may be available for distribution. Contractor gives SLCC express permission to make copies of the contract, related sales orders, related pricing documents, and invoices in accordance with the State of Utah's Government Records Access and Management Act. SLCC is not

obligated to inform Contractor of any GRAMA requests for disclosure of this contract, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor, unless otherwise specified in this contract. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to SLCC, except as to latent defects, fraud, or Contractor's warranty obligations. Contractor shall strictly adhere to the delivery and completion schedules specified in this contract.
22. **ORDERING AND INVOICING:** Contractor will promptly submit invoices within thirty (30) days of the delivery date of the goods to SLCC. The Purchase Order number must be listed on all invoices, freight tickets, and correspondence relating to the contract. The State Cooperative Contract number, if applicable, must also be listed. The prices paid by SLCC will be those prices listed in the contract. SLCC has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Unless indicated otherwise in the contract, payment will be made within thirty (30) days. Payments are normally made within thirty (30) days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail, unless paid by SLCC's Purchasing Card (a major credit card). No payment will be made for services not rendered. The acceptance by Contractor of final payment, without a written protest filed with SLCC within ten (10) business days of receipt of final payment, shall release SLCC from all claims and all liability to the Contractor. SLCC's payment for goods and/or services shall not be deemed an acceptance of the goods and/or services and is without prejudice to any and all claims that SLCC may have against Contractor.
24. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will release, indemnify, and hold harmless SLCC, its officers, agents, and employees from and against any and all damages, expenses, claims, judgments, liabilities, and costs in any action or claim brought against SLCC for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
25. **OWNERSHIP IN INTELLECTUAL PROPERTY:** SLCC and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
26. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this contract, in whole or in part, without the prior written approval of SLCC.
27. **REMEDIES:** Any of the following events will constitute cause for SLCC to declare Contractor in default of the contract:
 - i) Contractor's non-performance of its contractual requirements; or
 - ii) Contractor's material breach of any term or condition of the contract. If possible, SLCC may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, SLCC may do one or more of the following:
 - i) exercise any remedy provided by law;
 - ii) terminate this contract and any related contracts or portions thereof;
 - iii) impose liquidated damages, if liquidated damages are listed in this contract; and/or
 - iv) demand a full refund of any payment SLCC has made to Contractor under this contract.
28. **NOTICE:** For purposes of providing notice to SLCC, notice is sufficient if mailed, in writing, first-class, prepaid postage to the following: General Counsel's Office, Salt Lake Community College, 4600 South Redwood Road, AAB 211F, Salt Lake City, Utah 84123.

29. **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 which is beyond that party's reasonable control. SLCC may terminate this contract after determining such delay or default will prevent successful performance of the contract.
30. **ATTORNEY FEES.** In the event it is necessary for either party to bring any action to enforce any of the terms of this Contract, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees incurred.
31. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to SLCC is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of SLCC, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
32. **TRAVEL:** When applicable, reimbursement for travel costs shall be limited to amounts authorized by the State of Utah and SLCC for airfare and per diem rates for employee travel.
33. **RECORDING OF PERFORMANCE:** SLCC may record the performance for archival and/or educational purposes unless otherwise agreed. SLCC advises that it cannot control the use by third parties of cell phones or other personal electronic devices to make audio or video recordings of performance(s) except by announcing the prohibition of such recording. Contractor will not confiscate third party personal electronic devices.
34. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the terms and conditions in this contract, the order of precedence shall be: i) SLCC Standard Terms & Conditions; ii) SLCC Contract Signature Page(s); iii) Additional Terms & Conditions, if any; iv) Contractor's proposal/bid response (incorporated into Agreement by reference); and v) Contractor Terms & Conditions, if any. Any provision attempting to limit the liability of Contractor or limit the rights of SLCC must be in writing and attached to this contract or it is rendered null and void.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this contract. Contractor must promptly notify SLCC of any errors and/or omissions that are discovered.
37. **ENTIRE AGREEMENT:** This contract, including all Attachments, and documents incorporated by reference hereunder, and the related SLCC solicitation (if any) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of SLCC. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.