ATTACHMENT A: WASATCH COUNTY SCHOOL DISTRICT (WCSD)
CONTRACT STANDARD TERMS AND CONDITIONS

1. AUTHORITY: Provisions of this contract ("Contract") are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the WCSD to purchase certain specified services, and other approved purchases for the WCSD.

2. CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE: The provisions of this Contract shall be governed by the laws of the State of Utah.

3. LAWS AND REGULATIONS: The person or entity contracting with WCSD under this Contract ("Contractor") and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.

4. 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 four years after the Contract terminates, or until all audits initiated within four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and WCSD staff, access to all the records for this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. TIME: The Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this Contract and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.

6. TIME IS OF THE ESSENCE: For all work and services under this Contract, time is of the essence and Contractor shall be liable for all damages to WCSD and anyone for whom WCSD may be liable, as a result of the failure to timely complete the scope of work required under this Contract.

7. PAYMENT: 7.1. Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate WCSD official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.

7.2. The contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail.

7.3. The acceptance by the Contractor of final payment without written protest filed with WCSD within ten (10) working days of receipt of final payment shall release WCSD from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.

8. CHANGES IN SCOPE: Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant changes arising from the changes in the scope of services.

9. CERTIFICATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”: The Contractor agrees to the following:

9.1. Status Verification System

9.1.1. Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302.

9.1.2. The Contractor shall require that the following provision be placed in each subcontract at every tier: “The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, in all accordance with applicable employee status verification immigration laws including Utah Code Ann. Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.”

9.1.3. WCSD will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.

9.1.4. Signing the Proposal is deemed the Contractor’s certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. Section 63G-12-302.

9.2. Indemnity Clause for Status Verification System

9.2.1. Contractor (includes, but is not limited to any Contractor or Consultant) shall protect, indemnify and hold harmless, WCSD and its officers, employees, agents, representatives and anyone that WCSD may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Contractor’s subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

10. CONFLICT OF INTEREST: Contractor represents that none of its officers or employees are officers or employees of WCSD, unless disclosure has been made in accordance with Section 67-16-9, Utah Code Annotated, 1953, as amended. Contractor also represents that it has no conflict of interest in performing the services for WCSD under this Contract, unless such conflict of interest has been disclosed to WCSD and approved to proceed, notwithstanding the conflict, has been obtained from WCSD in writing.

11. CONTRACTOR AN INDEPENDENT CONTRACTOR: The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind WCSD to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for WCSD, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the WCSD. The Contractor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from WCSD for these Contract services. Persons employed by WCSD and acting under the direction of WCSD shall not be deemed to be employees or agents of the Contractor.

12. EMPLOYMENT PRACTICES CLAUSE: The contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits 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; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 304 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah’s Executive Order, dated December 13, 2006, which prohibits sexual harassment in the workplace. Contractor also agrees to abide by any laws and policies of WCSD regarding any of the above mentioned prohibitions in this paragraph.

13. PERFORMANCE EVALUATION: WCSD may conduct a performance evaluation of the Contractor’s services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor’s subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.

14. WAIVERS: No waiver by WCSD or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.

15. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

16. REMEDIATION OR MODIFICATIONS: This Contract may be amended, modified, or supplemented only in written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.

17. SUSPENSION/DEBARMENT: The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Contractor cannot certify this statement, attach a written explanation for review by WCSD. The Contractor must notify WCSD within 30 days if suspended or debarred by any governmental entity during the Contract period.

18. TERMINATION: 18.1 Unless otherwise stated in the Additional Terms and Conditions of WCSD, if applicable, 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 violations, after which this Contract may be terminated for cause. 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.
20. **STANDARD OF CARE:** The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to WCSD for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor’s claim against WCSD), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.

21. **WCSD REVIEWS, LIMITATIONS:** The right of WCSD to perform reviews and/or comment upon the services of the Contractor, as well as any approval by WCSD, shall not be construed as relieving the entity/user, approval or acceptance, or payment for any of the services required under this Contract. No review by WCSD or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by WCSD of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to WCSD in accordance with applicable law for all damages to WCSD caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.

22. **SALES TAX EXEMPTION:** The WCSD sales and use tax exemption number is 11944465-003-STC. The tangible personal property or services begin purchased are being paid from WCSD funds and used in the exercise of that entity’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.

23. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Contractor gives WCSD express permission to make copies of this Contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except Contractor’s response to the solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

24. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold WCSD, its officers, agents and employees, harmless from liability of any kind or nature, including the Contractor’s use of any copyrighted or uncopyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.

25. **ASSIGNMENTS/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of WCSD.

26. **DEFAULT AND REMEDIES:**
26.1. Any of the following events will constitute cause for WCSD to declare Contractor in default of this Contract:
26.1.1. Nonperformance of contractual requirements; or
26.1.2. A material breach of any term or condition of this Contract.
26.2. Should Contractor be in default under any of the provisions under Subsection 26.1 above, WCSD will 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, WCSD may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; and/or (4) Suspend Contractor from receiving future solicitations.

27. **FORCE MAJEUERE:** 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. WCSD may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.

28. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to WCSD is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of WCSD or who in any official capacity 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 (63G-6-1002, Utah Code Annotated, 1953, as amended).

29. **CONFLICT OF TERMS:** In order for any terms and conditions of the Contractor to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Contractor to 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 the Contract, the order of precedence shall be: (1) Attachment A: WCSD Terms and Conditions; (2) Additional Terms and Conditions of WCSD; (3) Terms and Conditions of the Contractor, if any.

30. **ENTIRE CONTRACT:** This Contract including all attachments and documents incorporated hereunder, and the related WCSD solicitation documents, if any, constitutes the entire Contract 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 Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on 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 initiated by a representative of WCSD. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.

31. **DISPUTE RESOLUTION:** In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. WCSD after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If WCSD appoints such an expert or panel, WCSD and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.