

**UTAH VALLEY UNIVERSITY**  
**PURCHASE ORDER CONTRACT TERMS AND CONDITIONS**

1. **AGREEMENT:** This Purchase Order Contract ("Contract"), including all attachments and documents incorporated herein and the related solicitation, constitutes the entire agreement between UVU and the vendor listed on the Purchase Order ("Vendor") (collectively "parties") with respect to its subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. This Contract shall be accepted by the Vendor in any manner permitted by law or upon the first of the following to occur: the Vendor makes or signs any other form or letter of acknowledgment; any performance by the Vendor hereunder; or ten (10) days after the Vendor's receipt of this Contract.
2. **CONFLICT OF TERMS:** In the event of any conflict regarding Contract terms and conditions, the order of precedence shall be: 1) the terms and conditions of this Contract; 2) the terms and conditions included in a separate contract signed by UVU and the Vendor; 3) the Vendor's terms and conditions. The Vendor may request, by submitting in writing, other terms and conditions which, if approved by UVU, may be added to this Contract. No other terms or conditions will apply to this Contract, including terms listed or referenced on the Vendor's website or terms listed in the Vendor's quotation/sales order, etc.
3. **RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only by written amendment executed by authorized persons of the parties and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.
4. **DEBARMENT:** The Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction(s) arising from this Contract by any governmental department or agency. If the Vendor cannot certify this statement, it shall attach a written explanation for review by UVU. The Vendor must notify the Director of Procurement Services at UVU within 30 days if the Vendor is debarred by any governmental entity during this Contract period.
5. **LAWS AND REGULATIONS:** The Vendor and any and all supplies, services, equipment, and construction furnished under this Contract shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
6. **EMPLOYMENT STATUS VERIFICATION SYSTEM:** If this Contract arises from a Request for Proposal process and provides for the physical performance of services within the State of Utah, the Vendor or the Vendor's service provider is required, pursuant to U.C.A. § 63G-12-302, as amended, to register and participate in the Status Verification System (E-verify) to verify the work eligibility status of the Vendor's or the Vendor's service provider's employees hired on or after July 1, 2009 and employed in the State of Utah. Acceptance of this contract is deemed the Vendor's certification of compliance with all provisions of the employment status verification certification required by all applicable status verification laws including U.C.A. § 63G-12-302. The Vendor shall hold UVU and its officers and employees harmless from any claim, damages or liability arising from Vendor's violation of any of the requirements of the Status Verification System.
7. **EMPLOYMENT PRACTICES CLAUSE:** The Vendor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 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 C.F.R. 90, which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disabilities. Also, the Vendor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
8. **CONFLICT OF INTEREST:** The Vendor represents that none of its officers or employees are officers or employees of UVU, unless disclosure has been made in accordance with U.C.A. § 67-16-8, as amended, and applicable UVU policy.
9. **PROCUREMENT ETHICS:** The Vendor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to UVU is violating U.C.A. § 63G-6a-2304.5, as amended, if the person gives or offers to give any emolument, gratuity, contribution, loan or reward, or any promise thereof, to any person acting as a procurement officer on behalf of UVU, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether given for the person's own use or for the use or benefit of any other person or organization. The Vendor represents that it has not provided, attempted to provide, or offered any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, directly or indirectly, to any employee or agent of UVU for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of this Contract or any procurement contract. The Vendor further represents that it has not solicited, accepted, or attempted to accept any kickback from any employee or agent of UVU. The vendor agrees to abide by all stipulations outlined in U.C.A. § 63G-6a-2304.5.
10. **ASSIGNMENT/SUBCONTRACT:** The Vendor shall not assign, sell, transfer, subcontract, sublet or delegate any rights or responsibilities under this Contract, in whole or in part, without the prior written approval of UVU.

11. **PATENTS, COPYRIGHTS, ETC.:** The Vendor shall release, indemnify and hold UVU and its officers, agents and employees harmless from liability of any kind or nature, including liability arising from the Vendor'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.
12. **INDEMNIFICATION:** To the extent authorized by law, the Vendor shall indemnify, save and hold harmless UVU, the State of Utah and their employees and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act of omission by the Vendor or its employees, agents, subcontractors, or assignees in connection with this Contract.
13. **PUBLIC INFORMATION:** The Vendor agrees that this Contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. The Vendor gives UVU express permission to make copies of this Contract and related Sales Orders and Invoices in accordance with U.C.A. § 63G-2-101, et seq., as amended (the Utah Government Records Access and Management Act ("GRAMA")). Except for sections of this Contract identified in writing and expressly approved by UVU Procurement Services, the Vendor also agrees that the Vendor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA. The permission to make copies will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
14. **NONAPPROPRIATION OF FUNDS:** The Vendor acknowledges that UVU cannot contract for the payment of funds not appropriated by the Utah State Legislature. If funding to UVU is reduced by an order of the Legislature or the Governor or by State law; or if federal funding (when applicable) is not provided, UVU may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from UVU thirty (30) days after the date it provides written notice to the Vendor. In the event that funds are not appropriated or are reduced, UVU will reimburse the Vendor for products delivered or services performed through the date of cancellation or reduction of funding, and UVU will not be liable for any future commitments, penalties, or liquidated damages.
15. **FORCE MAJEURE:** Neither party to this Contract will be responsible for delay or default caused by fire, riot, acts of God, pandemic, epidemic, or other world health emergency, and/or war which is beyond the party's reasonable control. UVU may terminate this Contract after determining such delay or default may reasonably prevent successful performance of this Contract.
16. **SEPARABILITY CLAUSE:** A declaration by any court of competent jurisdiction, or by any other binding legal source, 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 such provisions are mutually dependent.
17. **GOVERNING LAW, JURISDICTION AND VENUE:** This Contract shall be governed by the laws of the State of Utah. The parties will submit themselves and any dispute arising from this Contract or any breach thereof to the jurisdiction of the courts of the State of Utah. The venue of any dispute shall be in the Third Judicial District Court of Salt Lake County, State of Utah.
18. **DEFAULT:** UVU may cancel this Contract, in whole or in part, without liability to UVU if deliveries are not made at the time and place and in the quantities or types of goods or services specified in this Contract or in the event of a breach by the Vendor of any of the other terms or conditions of this Contract. UVU may terminate this Contract in whole or in part at any time for its convenience three days after the date it provides written notice to the Vendor. On receipt by the Vendor of such notice, the Vendor shall, to the extent specified therein, stop work hereunder, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in the Vendor's possession in which UVU has, or may acquire, an interest. Any termination claim must be submitted to UVU within sixty (60) days after the date of the termination. Any cancellation or termination by UVU, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of UVU against the Vendor. UVU shall have the right to audit all elements of any termination claim, and the Vendor shall make available to UVU on request all books, records, and papers relating thereto.
19. **TERMINATION:** This Contract may be terminated, with cause, by either party, in advance of the specified termination date, upon written notice given by the other party. The party in violation will have ten (10) working days after notification to correct and cease the violations, 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 given 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.
20. **PRICING:** The prices charged UVU are to be no higher than prices charged on orders placed by others for similar quantities or similar conditions subsequent to the Vendor's last general announced price change. The Vendor acknowledges that regardless of the price quoted or otherwise provided to UVU by the Vendor, the Vendor's price will be the lowest prevailing market price.
21. **INVOICING:** The Vendor will promptly submit invoices (within 30 days of shipment or delivery of services) to UVU. The UVU purchase order number shall be listed on all invoices and correspondence relating to a Contract order. The prices paid by UVU will be those prices listed in this Contract. UVU has the right to adjust or return any invoice reflecting incorrect pricing.

22. **DELIVERY:** All orders will be shipped promptly in accordance with the delivery schedule. All shipments are to be made F.O.B. destination, freight prepaid, to the receiving point at UVU, unless otherwise indicated on the purchase order. A copy of a packing list must accompany each shipment. The UVU purchase order number shall be listed on all packing slips, freight tickets, manifests, and other related documents.
23. **INSPECTION OF GOODS:** Risk of loss or damage to goods shall be on the Vendor until they have been delivered to and accepted by UVU, notwithstanding any other terms contained herein. All goods will be received by UVU subject to its right of inspection and rejection. UVU shall be allowed a reasonable period of time not to be less than ten (10) days from its receipt of the goods to inspect them and to notify the Vendor of any non-conformance with the terms and conditions of this Contract. UVU may reject any goods which do not conform to the terms and conditions of this Contract. Goods so rejected may be returned to the Vendor or held by UVU at the Vendor's risk and expense. Any goods shipped in excess of the quantity specified in this Contract will, at UVU's option, be returned at the Vendor's expense.
24. **WARRANTY:** The Vendor expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of section 70A-2-314(2) of the Utah Uniform Commercial Code in effect on the date of this Contract. In addition to all warranties prescribed by law, the goods shall conform to any specifications, drawings, and other description furnished by UVU and shall be free from defects in materials and workmanship. The Vendor also warrants that, to the extent the goods are not manufactured in conformance with detailed designs furnished by UVU, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to UVU for a period of one year after delivery.
25. **SALES TAX EXEMPTION:** UVU is exempt from Utah Sales and Use Taxes. (See the Tax Exempt ID number on this Contract.) Do not include taxes when submitting invoices. A Utah Sales and Use Tax Exemption Certificate will be furnished upon request. The Vendor is responsible for complying with all tax exemption requirements. The Vendor is responsible for payment of all tax obligations that arise from the Vendor's failure to comply with exemption requirements.
26. **PAYMENT:** Payments shall be made within 30 days following the date the commodities listed on this purchase order are delivered or otherwise provided to UVU or the date a correct invoice is received by UVU, whichever is later. After 45 days, the Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. All payments to the Vendor will be remitted by mail, electronic funds transfer, or UVU's Purchasing Card (major credit card). The cash discount period will start from date of receipt of an acceptable invoice by UVU or from date of receipt of acceptable merchandise by UVU, whichever is later.
27. **INDEPENDENT CONTRACTOR:** The Vendor is an independent contractor and shall have no authorization, express or implied, to bind UVU to any agreements, settlements, liability or undertaking whatsoever, and shall be responsible for the payment of all income tax and social security amounts resulting from payments received from UVU.
28. **OUTSTANDING TAX LIEN:** By responding to this solicitation, the bidder affirms that it does not have any outstanding tax liens issued by the Utah State Tax Commission.