

**SALT LAKE COMMUNITY COLLEGE**  
New Account Information

ADDRESS: 4600 South Redwood Road  
P.O. Box 30808  
Salt Lake City, Utah 84130-0808

CONTACT PERSON: Travis Kartchner  
Associate Controller

BUSINESS OFFICE PHONE: (801) 957-4224

TYPE OF ENTITY: A non-profit, educational institution established by the State of Utah (Utah Code Annotated, Chapter 53B-1-102)

UTAH SALES TAX: The Salt Lake Community College sales tax exempt number is 11890789-002. However, the College is exempt from all Utah Sales and Use Taxes except for construction materials purchased for and installed by independent contractors.

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 87-6000448

SLCC STANDARD TERMS AND CONDITIONS: The attached terms and conditions will govern all purchases made by SLCC.

BANK INFORMATION: Zions First National Bank

ADDRESS: Taylorsville Branch  
5482 South Redwood Road  
Salt Lake City, Utah 84123  
ACCOUNT NUMBER: 09-11973-6  
CONTACT PERSON: Debera Sharples  
Phone: (801) 215-0011

REMIT INVOICES TO: Salt Lake Community College  
Attn: Accounts Payable  
P. O. Box 30808  
Salt Lake City, Utah 84130-0808

PHONE: (801) 957-4222

EMAIL: ap.invoice@slcc.edu

**\*\*NOTE:** To expedite our payment to you:  
(1) Print the correct SLCC purchase order number on your invoice, and  
(2) Write the SLCC line item description on your billings.

**SALT LAKE COMMUNITY COLLEGE**  
New Account Information

TRADE REFERENCES:

Midwest Office  
987 S. West Temple  
Salt Lake City, UT 84101-2925  
Contact Person: Steve Peterson  
(801) 339-7681 x228  
[stevep@midwestoffice.com](mailto:stevep@midwestoffice.com)

Dell Computer Corporation  
One Dell Way  
RR 8 Box 8715  
Round Rock, TX 78682  
Contact Person: Ryan Maikowski  
(512) 720-7028  
[ryan.maikowski@dell.com](mailto:ryan.maikowski@dell.com)

TV Specialists  
180 E 2100 S  
Salt Lake City, UT 84115  
Contact Person: Dan Austin  
(801) 687-1781  
[dan@tvspec.com](mailto:dan@tvspec.com)



Utah State Tax Commission

# Exemption Certificate for Governments & Schools

(Sales, Use, Tourism and Motor Vehicle Rental Tax)

TC-721G

Rev. 5/18

Name of institution claiming exemption (purchaser) Salt Lake Community College		Telephone Number 801-957-4111	
Street Address 4600 South Redwood Road		City Sale Lake City	State UT
Authorized Signature 		Name (please print) Travis Kartchner	ZIP Code 84119
Name of Seller or Supplier:		Title Controller	
		Date	

The person signing this certificate MUST check the applicable box showing the basis for which the exemption is being claimed.

Email questions to [taxmaster@utah.gov](mailto:taxmaster@utah.gov). You may also write or visit the Tax Commission at 210 N 1950 W, Salt Lake City, UT 84134, or call 801-297-2200 or toll free 1-800-662-4335.

**DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION**  
Keep it with your records in case of an audit.

**UNITED STATES GOVERNMENT OR NATIVE AMERICAN TRIBE**

I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on this form and will be used in the exercise of essential governmental or tribal functions. **NOTE:** Includes sales of tangible personal property to federally chartered credit unions. "Directly" does not include per diem, entity advances, or government reimbursements for employee credit card purchases.

**CONSTRUCTION MATERIALS PURCHASED FOR SCHOOLS OR PUBLIC TRANSIT DISTRICTS**

I certify the construction materials purchased are on behalf of a public elementary or secondary school, or public transit district. I further certify the purchased construction materials will be installed or converted into real property owned by the school or public transit district.

Name of school or public transit district: \_\_\_\_\_

Name of project: \_\_\_\_\_

**FOREIGN DIPLOMAT**

I certify the purchases are authorized by a diplomatic tax exemption card issued by the United States.

Foreign diplomat number: \_\_\_\_\_

**Construction Materials Purchased for Airports**

I certify the construction materials are purchased by, on behalf of, or for the benefit of Salt Lake International Airport, or a new airport owned or operated by a city in Davis, Utah, Washington or Weber County. I further certify the construction materials will be installed or converted into real property owned by and located at the airport.

**UTAH LOCAL GOVERNMENTS AND PUBLIC ELEMENTARY AND SECONDARY SCHOOLS**

**Sales Tax License No.** \_\_\_\_\_

I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on this form and will be used in the exercise of that entity's essential functions. For construction materials, if the purchaser is a Utah local government, these construction materials will be installed or converted into real property by employees of this government entity.

**CAUTION:** This exemption does not apply to government or educational entities of other states and is not valid for lodging-related purchases.

**UTAH STATE GOVERNMENT**

**Sales Tax License No.** 11890789-002-STC

I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on this form and will be used in the exercise of its essential functions. For construction materials, they will be installed or converted into real property by employees of this government entity.

**CAUTION:** This exemption does not apply to other states and is not valid for lodging-related purchases.

**HEBER VALLEY HISTORIC RAILROAD**

I certify these purchases and sales are by the Heber Valley Historic Railroad Authority or its operators and are related to the operation and maintenance of the Heber Valley Historic Railroad.

To be valid this certificate must be filled in completely, including a check mark in the proper box.

**A sales tax license number is required only where indicated.**

Please sign, date and, if applicable, include your license or exemption number.

**NOTE TO SELLER:** Keep this certificate on file since it must be available for audit review.

**NOTE TO PURCHASER:** Keep a copy of this certificate for your records. You must notify the seller of cancellation, modification, or limitation of the exemption you have claimed.

If you need an accommodation under the Americans with Disabilities Act, email [taxada@utah.gov](mailto:taxada@utah.gov), or call 801-297-3811 or TDD 801-297-2020. Please allow three working days for a response.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>Salt Lake Community College</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Government Unit of the State of Utah</b></p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <b>3</b></p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>4600 South Redwood Road</b></p>	Requester's name and address (optional)
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Salt Lake City, UT 84123</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	7	-	6	0	0	0	4	4	8

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ <b>4/3/2023</b></p>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## SLCC PURCHASE ORDER TERMS & CONDITIONS

**ACCEPTANCE OF THIS PURCHASE ORDER BINDS CONTRACTOR TO ALL THESE TERMS AND CONDITIONS AND ALL THE TERMS, CONDITIONS, AND PROVISIONS INCLUDED IN ANY SOLICITATION OFFERED BY SLCC RELATING TO THIS PURCHASE ORDER.**

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 Purchase Order, including these terms and conditions.
  - c) “**Contractor**” means the individual or entity delivering the good or service identified in this Purchase Order. The term “Contractor” shall include 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 Purchase Order.
  - e) “**Response**” means the Contractor’s bid, proposals, quote, or any other document used by the Contractor to respond to SLCC’s Solicitation.
  - f) “**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 Purchase Order Signature Page(s).
  - g) “**Solicitation**” means any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Purchase Order.
  - h) “**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 six (6) years after the contract terminates, or until all audits initiated within the six 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. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as “E-verify”, only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids or to the Multi-Step Process.

### 5.1 Status Verification System

1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.

2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  3. Contractor's failure to comply with this section will be considered a material breach of this Purchase Order.
  4. Manually or electronically 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.
7. **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.
  8. **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 Purchase Order, these terms and conditions, or solicitation documents. 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.
  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 the Purchase Order, 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 Purchase Order for all its employees and any Subcontractor employees related to this contract. Contractor also agrees to maintain any other insurance policies required in the Solicitation. 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 within thirty (30) days of contract award. 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 Purchase Order will be grounds for immediate termination of the Purchase Order.
  11. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the Purchase Order, with responsibility for all Procurement Items delivered and/or performed as stated in this Purchase Order. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Purchase Order into every subcontract with its Subcontractors that will provide the Procurement Item(s) to SLCC under this Purchase Order. Moreover, Contractor is responsible for its Subcontractors compliance under this Purchase Order.
  12. **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.

13. **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.
14. **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.
15. **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 Purchase Order 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 Purchase Order period.
16. **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 Purchase Order may be terminated for cause. This Purchase Order 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 Purchase Order relieve the Contractor of any liability to SLCC for any damages or claims arising under this Purchase Order.
17. **NONAPPROPRIATION OF FUNDS:** Upon thirty (30) days written notice delivered to the Contractor, this Purchase Order 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 Purchase Order; or (ii) a change in available funds affects SLCC's ability to pay under this Purchase Order. 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.
18. **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.
19. **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.
20. **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 Purchase Order. Contractor warrants for a period of one (1) year that: (i) the goods perform according to all specific claims that Contractor made in its Response; (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 in the Contractor's Response; (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 Purchase Order. 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 Purchase Order.

- 21. PUBLIC INFORMATION:** Except as identified in writing and expressly approved by SLCC, Contractor agrees the Purchase Order, 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 Purchase Order, 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 Purchase Order, related purchase orders, related pricing documents, or invoices.
- 22. DELIVERY:** All deliveries under this Purchase Order will be F.O.B. destination with all transportation and handling charges paid for by Contractor, unless otherwise specified in this Purchase Order. 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 Purchase Order.
- 23. 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 Purchase Order. The State Cooperative Contract number, if applicable, must also be listed. The prices paid by SLCC will be those prices listed in the Purchase Order. SLCC has the right to adjust or return any invoice reflecting incorrect pricing.
- 24. PAYMENT:** Unless indicated otherwise in the Purchase Order, 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.
- 25. 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.
- 26. 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.
- 27. ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Purchase Order, in whole or in part, without the prior written approval of SLCC.
- 28. REMEDIES:** Any of the following events will constitute cause for SLCC to declare Contractor in default of the Purchase Order: i) Contractor's non-performance of its contractual requirements; or ii) Contractor's material breach of any term or condition of the Purchase Order. 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 Purchase Order and any related contracts or portions thereof; iii) impose liquidated damages, if liquidated damages are listed in this Purchase Order; iv) suspend Contractor from receiving future SLCC competitive solicitations; or v) demand a full refund of any payment SLCC has made to Contractor under this Purchase Order for goods that do not conform to this Purchase Order.



- 29. FORCE MAJEURE:** Neither party to this Purchase Order 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 Purchase Order after determining such delay or default will prevent successful performance of the Purchase Order.
- 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. 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 Purchase Order, the order of precedence shall be: i) SLCC Purchase Order Terms & Conditions; ii) SLCC Additional Terms & Conditions, if any; iii) Contractor's proposal/bid response (incorporated into Agreement by reference); and iv) 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 Purchase Order or it is rendered null and void.
- 33. WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
- 34. ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Purchase Order. Contractor must promptly notify SLCC of any errors and/or omissions that are discovered.
- 35. 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.