



**Procurement Services – 4000 Lancaster Drive NE, Salem, OR 97305**

**Phone: 503.399.5014 Email: [procurement@chemeketa.edu](mailto:procurement@chemeketa.edu)**

### **General Terms and Conditions for Personal/Professional Services Contracts**

#### **1) Term and Termination**

College may terminate this Contract effective upon delivery of written notice to Contractor or at such later date as may be established by College under any of the following conditions:

- a) If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of Work. This Contract may be modified to accommodate a reduction in funds.
- b) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Work is no longer allowable or appropriate for purchase under this Contract or is no longer eligible for the funding proposed for payments authorized by this Contract.
- c) If any license, certificate, or insurance required by law or regulation to be held by Contractor to provide the Work required by this Contract is for any reason denied, revoked or not renewed.
- d) If Contractor fails to provide the Work called for by this Contract within the time specified herein or any extension thereof.
- e) If Contractor fails to perform any of the provisions of this Contract or so fails to pursue the Work as to endanger the performance of this Contract in accordance with its terms and after written notice from College, fails to correct such failure(s) within ten (10) days or such longer period as the College may authorize.
- f) College may terminate this Contract effective upon delivery of written notice to Contractor at any time. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either Party already accrued prior to such termination.

#### **2) Compliance with Laws**

Contractor certifies that in performing this contract it will comply with all applicable provisions of the federal, state and local laws, regulations, rules, orders, codes, administrative rules, ordinances, and College policies applicable to the provision of goods and/or services under this Contract, including, without limitation, the provisions of ORS 279A, 279B, 279C; the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and the 2008 amendment to the Americans with Disabilities Act; ORS 659A.142 and ORS 659A.400 through ORS 659A.409; (v) the Age Discrimination Act; ORS 659.800 et al, and all amendments of regulations and administrative rules established pursuant to those laws; (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

- a) Contractor agrees not to discriminate against any client, employee, or applicant for employment or for services, because of race, religion, color, national origin, ethnicity, sex, sexual orientation

or identity, veterans status, pregnancy or related conditions, disability, or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause may be barred forthwith from receiving awards of any purchase order, purchase agreement, contract, or similar acquisition instrument, from the College unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

**3) Governing Law Venue**

This Contract shall be governed by and construed according to the laws of the State of Oregon. Venue for any action related to this Contract shall be in the Circuit Court for the County of Marion, Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

**4) Access to Records**

College, the Secretary of State's Office of the state of Oregon and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this specific Contract for the purpose of making audit, examination, excerpts and transcripts.

**5) Payment, Contributions, Liens, Withholding**

Contractor shall:

- a) Make payment promptly, as due, to all persons supplying to Contractor, labor or material for the performance of the Work provided for in the Contract.
- b) Pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of the Contract.
- c) Not permit any lien or claim to be filed or prosecuted against a State, County, School District, Municipality, Municipal Corporation or subdivision thereof, on account of any labor or material furnished.
- d) Pay to the Oregon Department of Revenue all sums withheld from employees under ORS 316.167. [2003 c.794 §76a]

**6) Conditions Concerning Payment of Claims by Public Officers, Payment to Persons Furnishing Labor or Materials and Complaints.**

If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the State, County, School District, Municipality, Municipal Corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.

- a) The payment of a claim in the manner authorized in this section does not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims. [2003 c.794 §140]

**7) Medical Payments**

Contractor shall promptly, as due, make payment to any: person, co-partnership, association or

corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury to the employees of Contractor, all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

**8) Force Majeure**

Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God, and/or war which was beyond Contractor's reasonable control.

**9) Electronic Copy Deemed Original**

If Contractor delivers a signed Contract for Personal/Professional Services (Document) to College as an e-mail attachment, facsimile transmission or by U.S. mail, Contractor acknowledges that College is replying on Contractor's representation that the Document has not been altered. Contractor further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, College may produce a tangible copy of the Document transmitted by Contractor to College by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by College or its assignee, if any, as the copy available for access and review by Contractor, College or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy and the restored copy shall become the authoritative copy. At the College's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of this Document.

Chemeketa Community College prohibits unlawful discrimination based on race, color, religion, national origin, sex, marital status, disability, protected veteran status, age, gender, gender identity, sexual orientation, pregnancy, whistleblowing, genetic information, domestic abuse victim, or any other status protected by federal, state, or local law in any area, activity or operation of the College. The College also prohibits retaliation against an individual for engaging in activity protected under this policy, and interfering with rights or privileges granted under federal, state or local laws.

Under College policies, equal opportunity for employment, admission, and participation in the College's programs, services, and activities will be extended to all persons, and the College will promote equal opportunity and treatment through application of its policies and other College efforts designed for that purpose.

Persons having questions or concerns about Title IX, which includes gender based discrimination, sexual harassment, sexual violence, interpersonal violence, and stalking, contact the Title IX coordinator at 503.365.4723, 4000 Lancaster Dr. NE, Salem, OR 97305, or <http://go.chemeketa.edu/titleix>. Individuals may also contact the U.S. Department of Education, Office for Civil Rights (OCR), 810 3rd Avenue #750, Seattle, WA 98104, 206.607.1600.

Equal Employment Opportunity or Affirmative Action should contact the Affirmative Action Officer at 503.399.2537, 4000 Lancaster Dr NE, Salem OR 97305.

To request this publication in an alternative format, please call 503.399.5192.