

DECLARATION. This document sets forth the general terms and conditions that are *part and parcel* of every Purchase Order issued by South Orange County Community College District, hereinafter referred to as "District". A District purchase order along with the terms and conditions herein constitute a legally binding contract between the District and any vendor/reseller/contractor/consultant that conducts business with the District. A vendor/reseller/contractor/consultant shall be hereinafter referred to as "Supplier". Throughout this document, the term "Supplier" shall include employees and/or agents of Supplier, and the terms "contract" and "agreement" will be used interchangeably. District contracts, bids, and procurement transactions are executed in compliance with all applicable Government, Labor, Education, Civil, State/Municipal codes, many of which are referenced at the end of this document and as stated in District *Purchasing and Contracting Policy* BP3200.

1. **CONTRACTS.** All contracts entered into with the District must be approved by the District Governing Board in order to be an enforceable obligation. Each Governing Board-approved contract is intended to work in concert with a corresponding District issued purchase order; such Governing Board-approved contract takes precedence over the purchase order in the procurement action but is still subject to the general Terms and Conditions herein. In cases where conflict exists between the general Terms and Conditions herein and the Governing Board approved contract, the language in this document must be interpreted in favor of and complimentary to the Governing Board approved contract. If Supplier provided a quote or proposal for goods or services related to this agreement, the Supplier's quote or proposal shall only be incorporated into this agreement as it relates to the Supplier's goods, services or scope of work to be provided to the District. All other terms and conditions in the Supplier's quote or proposal shall not be incorporated herein unless agreed upon in writing by the District.
2. **PURCHASE ORDERS.** The District's Procurement department is the only authorized office that can issue a purchase order (PO) or otherwise commit and authorize District funds for the procurement of merchandise or services. Accordingly, a Supplier must be in possession of a properly authorized, hard-copy or electronic PO prior to providing merchandise or rendering services. The District will not be responsible for items delivered without a PO and reserves the right to reject or return such items, at Supplier's expense, without payment.
3. **PURCHASE ORDER PRICE.** Prices and amounts shown on the purchase order are the maximum amounts authorized on the order. If price is omitted or incorrect on the order, except where the order is given in acceptance of quoted prices, it is agreed that Supplier's price will be the lower of the prevailing market price and the last quote given to the District by Supplier for the same item or service.
4. **VARIATION IN QUANTITY OR QUALITY.** All goods and services must be as specified on the purchase order. No variation in specifications, quality or quantity of any item or service called for by this order shall be allowed without prior written consent from the District's Procurement department.
5. **PREPARATION AND PACKAGING.** All items shall be prepared and packaged for shipment in a manner that will prevent damage in transit. The District reserves the right to reject any shipment which appears to have suffered damage in transit.
6. **PACKING LIST.** Itemized packing list must be sent with each shipment. List purchase order number on outside of box.
7. **SHIPPING.** Unless otherwise specified in the purchase order, all goods are to be shipped *FOB Destination*. Where the District has given specific written authorization to ship goods *FOB Shipping Point*, the supplier shall prepay all shipping charges, route goods the most cost-efficient manner consistent with District's need date, and add the actual shipping charges to the invoice. The District, at its own discretion, may require proof of actual shipping charges. The District's purchase order number must be clearly referenced on each parcel and packing slip. Failure to include this information may cause a delay in inspection and acceptance of the order, resulting in a delay of payment. Regardless of the FOB designation, Supplier agrees to bear all risks of loss, injury, delay, or destruction of goods and materials ordered herein which occur prior to delivery, and such loss, injury, delay or destruction shall not release Supplier from an obligation hereunder.
8. **RECEIVING.** Receiving hours are 6:30 AM to 3:00 PM on weekdays. No goods will be received on weekends or District holidays.
9. **FEDERAL EXCISE TAX.** The District is exempt from Federal Excise Tax. Bill California State Sales Tax or Use Tax only, when applicable.
10. **INSPECTION AND ACCEPTANCE.** All articles shall be subject to inspection and acceptance or rejection by the District. Inspection and acceptance will be at the receiving destination.

11. **INVOICES.** Separate invoices are required for each purchase order. Invoices shall be submitted by email to accountspayable@socccd.edu or by U.S. Mail to the District's Accounts Payable department and shall contain the following information: Purchase order number, item number and description, quantity, unit price and extended totals for items delivered. Sales tax, where applicable, shall be shown separately. Cost associated with shipping, handling, packaging, crating, delivery, fuel surcharges, etc. shall also be shown separately, where possible. Failure to send invoice to the Accounts Payable department with the above information in a timely manner may cause a delay in payment. Supplier shall make every effort to consolidate invoices when partial shipments are made against a single purchase order.
12. **PAYMENT DISCOUNTS.** In connection with any discount offered, the payment discount period shall begin on the date of delivery and acceptance at destination. The District shall be entitled to the maximum educational discount or any other discount offered.
13. **PAYMENT OF INVOICES.** District payment terms shall be Net 30 unless otherwise specified on the purchase order. Payment will be made by the District's Accounts Payable office within thirty (30) days after proper receipt of goods/services has been verified provided that an invoice for such goods or services has been received by District's Accounts Payable office. Payment by the District shall constitute full and final payment, unless Supplier files a claim for error or omission within ninety (90) days of the date of invoice.
14. **INCENTIVES.** The District prohibits the use of any gifts, incentives, inducements, favors, monetary returns, and rebates either promised or given ("Incentives") for employee personal benefit. District employees are not to accept Incentives from any Vendor. Providing Incentives shall result in the immediate termination of Vendor's existing and future orders. The District will take appropriate actions including, but not limited to, referral to local law enforcement authorities.
15. **HEALTH AND SAFETY.** The Supplier certifies, by shipment, that all goods and equipment furnished under this order meets or exceeds all applicable Federal and State health and safety regulations including, but not limited to, CAL-OSHA codes. All shipments of chemicals, hazardous and toxic material must include Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard (29 CFR 1910-1200).
16. **WARRANTY.** Supplier warrants that all goods or services furnished under this order shall be in accordance with District specifications. All goods shall be new, merchantable, fit for their intended purposes, free from all defects in materials and workmanship, free from defects in design, in good working order and shall perform in accordance with the manufacturer's standard specifications. All work and services shall be done and completed in a thorough, workmanlike manner. All goods furnished and all work performed shall be subject to the District's inspection and acceptance. Goods and services which are not in accordance and conformity with the specifications shall be rejected and, in the case of goods, promptly removed from the District premises at Supplier's expense. The District shall determine the acceptability of the goods and services and its decision shall be final and binding upon the parties. Supplier warrants that all items are free and clear of all liens and encumbrances and that Supplier has a good and marketable title to same at the time title passes to the District. Manufacturer's and/or Supplier's stated period of warranty shall commence upon District's acceptance of goods or completion of services. Supplier agrees that all supplies, equipment or services furnished under this order shall be covered by the most favorable commercial warranties the Supplier provides any customer for such goods or services, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the District by any other provisions of this order.
17. **ACCESSIBILITY OF INFORMATION AND COMMUNICATION TECHNOLOGY.** Supplier hereby warrants that the Services to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Products covered under this provision include, without limitation, the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; source codes and desktop and portable computers. Supplier agrees to respond promptly and resolve any complaints regarding accessibility of its products or services that are brought to its attention. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. Supplier is responsible for all claims and expenses

borne by the District, which arise out of the Services under this Agreement, found to be non-compliant with Federal and California laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of Services produced. Supplier further agrees to indemnify and hold harmless the District from and against any claim arising out of Supplier's failure to comply with these requirements. Supplier acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement or cancellation of the Services.

18. **ELECTRICAL, RADIO, AND ELECTRONIC EQUIPMENT.** All electrical, radio and electronic equipment materials, supplies, and accessories called for in the specifications must bear the seal of approval of the Underwriters Lab, Inc. Where seals of approval are not visibly identifiable, a signed statement of such approval shall be furnished to the District if so requested.
19. **DEFAULT BY SUPPLIER.** The District shall hold Supplier liable and responsible for all damages sustained due to failure or neglect of the Supplier to comply with any term and/or condition herein. It is understood that time is of the essence in the delivery of the purchased goods or services, unless stipulated otherwise by the District. If Supplier fails or neglects to furnish or deliver any of the goods or services at the prices named and at the times and places herein stated, or otherwise fails or neglects to comply with the terms of the purchase, the District may cancel the purchase in its entirety, and may place the order elsewhere upon written notice of cancellation to Supplier in default. Additionally, the District shall retain all other rights and remedies under the law.
20. **NON-WAIVER.** The failure of District or Supplier to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Contract shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
21. **FORCE MAJEURE.** The Supplier and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the Supplier's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
22. **HOLD HARMLESS AND INDEMNIFICATION.** To the fullest extent permitted by law, the Supplier shall defend (with counsel of District's choosing), indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages or injuries/illnesses (including COVID-19) of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, equipment failure and/or malfunction, faulty installation, errors or omissions, negligence, recklessness or willful misconduct of Supplier, its officials, officers, agents, employees, representatives, subcontractor, or volunteers, in connection with the performance or non-performance of Supplier installed/provided equipment/materials and the Supplier's Services of this Agreement or obligations hereunder, including without limitation the payment of all consequential damages, expert witness fees, attorney's fees, and other related costs and expenses. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Supplier shall defend, indemnify, and hold harmless South Orange County Community College District, its Board of Trustees, officers, agents, employees, representatives, and volunteers from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. Supplier shall reimburse the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents,

employees, representatives, and/or volunteers be liable for any loss of Supplier's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.

- a. Supplier's obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.
 - b. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
 - c. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Supplier from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.
23. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this agreement, Supplier is an independent contractor and not an officer, employee, partner, joint venture, or agent of the District, and shall not apply for or receive statutory benefits available to employees of the District because Supplier is not an employee of the District.
24. **COMPLIANCE WITH APPLICABLE LAWS, POLICIES, PROCEDURES, RULES & REGULATIONS.** Supplier shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to a smoke, alcohol, and controlled substances free campus, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

Supplier agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now and may in the future become applicable to Supplier, its business, equipment, and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services. Additionally, Supplier shall strictly comply with all health and safety guidelines consistent with Cal/OSHA and CDC.

COVID-19 Related Responsibilities. Supplier shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving Supplier performing Services on District property pursuant to the terms of this Agreement, Supplier shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

Supplier shall ensure that its employees will at all times comply with COVID-19 Addendum - *Supplier Protocols While on District Property During COVID-19 Pandemic.*

Compliance with Economic Sanctions Imposed in Response to Russia's Invasion of Ukraine. Supplier shall comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal Executive Order 14065 and the sanctions identified on the U.S. Department of the Treasury website. Supplier shall comply with any sanctions imposed under state law, including with respect to, but not limited to, Executive Order N-6-22 from the State of California's Executive Department:

<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

25. **EQUAL OPPORTUNITY/NON-DISCRIMINATION.** Supplier shall not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as a Supplier because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

Supplier shall ensure that all Services and benefits rendered to the District, its Board of Trustees, officers, agents, employees, representatives, students, suppliers/consultants/contractors, and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. Supplier shall comply with Americans with Disabilities Act and the

Rehabilitation Act of 1973, as amended.

26. **PREVAILING WAGE.** For public works projects, as defined by the Labor Code section 1720, greater than \$1,000, the Supplier shall pay the general prevailing rate of per diem wages to all workers employed on contracted project as established by the California Department of Industrial Relations (Labor Code section 1771).
27. **DIR REGISTRATION FOR PUBLIC WORKS PROJECTS.** This article shall only apply to public works projects as defined by Labor Code section 1720. The Department of Industrial Relations (DIR) requires all contractors, subcontractors and service providers who perform work on a Public Works project to be registered with the DIR in accordance with Labor Code section 1725.5. The District's Procurement department may at any time request proof of DIR registration from contractors. It is the responsibility of the Supplier/Contractor performing public works projects at the District to be registered with the DIR **prior** to submitting a bid or proposal for any public work (public works as defined by Labor Code section 1720 -1771). If the Supplier/Contractor is not properly registered, the District cannot do business with the Contractor/Supplier. This DIR registration requirement applies to subcontractors who perform public works as well. It shall be the Supplier's/Contractor's obligation to provide the District with written evidence of compliance with these requirements by all of its subcontractors. All such public works shall also be subject to prevailing wage compliance monitoring and enforcement by the DIR including, but not limited to, submission of certified payroll as required by DIR.
28. **CANRA.** In accordance with the Child Abuse and Neglect Report Act (CANRA) and California Penal Code 11166, parties shall ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement will report any known or suspected child abuse or neglect to a child protective agency, by telephone and within 36 hours of the suspected abuse or neglect.
29. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent upon the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.
30. **INSURANCE.** The Supplier shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. District may adjust, Supplier's required minimum coverage limits set forth herein at the commencement of a renewal term by providing Supplier written notice.
 - a. A.M. Best Financial Rating. Policies of insurance required herein shall be issued by insurers with an A.M. Best financial rating of A:VII or better.
 - b. Admitted Carrier(s). Policies of insurance shall be afforded by insurers who are admitted - licensed to transact business in the State of California.
 - c. Workers' Compensation and Employer's Liability. In accordance with the laws of the State of California, Supplier shall purchase and maintain Workers' Compensation insurance with statutory limits and Employer's Liability coverage with not less than One Million Dollars (\$1,000,000) for Each Accident, One Million Dollars (\$1,000,000) for Disease - Each Employee, and One Million Dollars (\$1,000,000) for Disease - Policy Limit.
 - d. Commercial General Liability. Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses including, but not limited to blanket contractual, broad form property damage, products & completed operations, personal injury, and wrongful death.
 - e. Automobile Liability. Insurance with combined single limits of not less than One Million Dollars (\$1,000,000) to cover losses involving Symbol 1, "Any Auto".
 - f. Additional Insured Endorsement. Supplier shall issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to Supplier's Commercial General Liability and Automobile Liability insurance policies.
 - g. Primary and non-contributory endorsement. Supplier's insurance coverage and limits shall be primary and any of the District's insurance coverage and limits shall be non-contributory.
 - h. Waiver of Subrogation Endorsements. Supplier shall issue District an endorsement waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers with respect to Supplier's

Commercial General Liability, Automobile Liability, and Workers' Compensation insurance policies.

- i. No Cancellation or Material Modification. Policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to District. The Supplier's insurer(s) shall provide written notice of cancellation or material modification to the District.
- j. Certificate(s) of Insurance and Endorsement(s). Certificate(s) and endorsements evidencing the required coverages and limits set forth herein shall be provided to the District prior to or upon Supplier's execution of this Agreement. Any endorsements limiting coverage shall be stricken. No Services shall commence by Supplier until the required certificate(s) of insurance and endorsement(s) have been furnished to the District. Should Supplier's insurance expire during the term of this Agreement, renewal certificate(s) of insurance and endorsement(s) shall be provided prior to the expiration of the policies or within 10 days of expiration.
- k. The District's obligation to collect the required certificate(s) and endorsement(s) and/or the Supplier's failure to furnish such documents and/or purchase and maintain coverage and limits as stipulated above shall not be deemed a waiver of this provision at any time. Furthermore, the Supplier's failure to purchase and maintain the insurance coverage and limits for the term as identified above and/or to comply with any provisions in this section shall be deemed a breach of contract.

31. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY.

(Applicable to all agreements funded in part or whole with federal funds).

- a. By executing this contractual instrument, Supplier agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- b. By executing this contractual instrument, Supplier certifies to the best of its knowledge and belief that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for:
 - (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract;
 - (b) Violation of Federal or State antitrust statutes;
 - (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or
 - (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Supplier's present responsibility;
 - iii. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in B.2.) above, of this certification;
 - iv. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
 - v. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
 - vi. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

32. CONFLICT OF INTEREST. Supplier hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Supplier has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Services under this Agreement; (ii) Supplier has no business or financial interests which are in conflict with Supplier's obligations to District under this Agreement; and (iii) Supplier

shall not employ in the performance of Services under this Agreement any person or entity having any such interests.

33. **STORM WATER MANAGEMENT.** The District has adopted a Storm Water Management Plan (SWMP). The SWMP was prepared in accordance with waste discharge requirements for storm water discharges from small municipal separate storm sewer systems (General NPDES Permit No. CAS000004) adopted by the State Water Resources Control Board. Supplier shall comply with the District's SWMP requirements and include all costs for compliance in the contract amount. The Supplier shall also comply with the lawful requirements of other agencies regarding discharges to the storm drain system or other watercourses, including all applicable City, County, State and Federal storm water requirements.
34. **GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with jurisdiction/venue in Orange, California.
35. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the agreement shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.
36. **SEVERABILITY.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
37. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
38. **ASSIGNMENT OF AGREEMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or Supplier without prior written consent of the other.
39. **RIGHT TO AUDIT.** District reserves the right to access and audit the Supplier's records related to this agreement for a period of four (4) years after payment of any invoice.
40. **TAXES.** Unless required by law, Supplier shall pay, and has included in the prices of this purchase order, any federal, state or local tax, transportation tax, or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery.
41. **TERMINATION FOR CAUSE.** District may terminate this agreement in the event of a substantial failure of performance or default by Supplier, including insolvency of Supplier. In such event, District shall not be liable to Supplier for any amounts, and Vendor shall be liable for, and shall hold District harmless from, any damages occasioned by the Supplier's breach or default. If it should be determined that the District has improperly terminated this agreement for cause, such termination shall be deemed to be for District's convenience as set forth below.
42. **TERMINATION FOR CONVENIENCE.** District shall have the right to terminate this agreement in whole or in part at any time, and from time to time, by written or telegraphic notice effective upon receipt by Supplier of such notice, without cause even though Supplier is not in breach of any obligation hereunder. Upon receipt of notice of termination for convenience, Supplier shall immediately discontinue performance and shall comply with District's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this agreement. Upon termination for convenience, Supplier shall be compensated only for those services or goods which have been adequately rendered and delivered to the District through the effective date of such termination. Supplier shall be entitled to no further compensation. However, said payment shall not exceed the price specified herein for such items. Supplier shall advise the District, in writing, of Supplier's claim, if any, for termination costs within five (5) days after receipt of the notice of termination. Termination in accordance with this article shall not affect District's obligation to pay for items accepted by District prior to such termination.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SUPPLIER PROTOCOLS WHILE ON DISTRICT PROPERTY DURING COVID-19 PANDEMIC

The Supplier along with their subcontractors and subconsultants, hereafter referred to as "Supplier" shall follow these Protocols as a condition of being permitted on District property. The dually executed Agreement for the Supplier's Services shall be the governing document and this Protocol document is intended to be supplementary. The Supplier acknowledges that when it relates to COVID-19, the Supplier shall adjust business operations to comply with COVID-19 specific safety guidelines prescribed by federal, state, and local governmental agencies, including the Orange County Health Care Agency (OCHCA), Centers for Disease Control and Prevention (CDC), and Cal/OSHA. The Supplier further acknowledges that all safety guidelines prescribed and updated by federal, state, and local governmental agencies, including the OCHCA, CDC, and Cal/OSHA shall be followed at all times and that this Protocols document should be treated as additional, providing the District with the greatest levels of protection. Failure to comply with any of the Protocols identified herein, may subject the Supplier's employee(s) to immediate removal from the District's premises.

As a requirement to perform Services on campus, the Supplier agrees that its employees shall adhere to the following.

1. **Supplier shall train employees on how to limit the spread of COVID-19 pursuant to the symptoms as identified by the CDC and Cal/OSHA, including but not limited to the following:**
 - Fever or chills
 - Cough
 - Shortness of breath or difficulty breathing
 - Fatigue
 - Muscle or body aches
 - Headache
 - New loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting
 - Diarrhea
2. **Implement control measures**
 - Supplier shall provide an adequate supply of personal protective equipment (PPE) such as face masks/coverings to all of its employees to wear at all times while on District property
 - Direct all employees to:
 - Wash hands often with soap and water for at least 20 seconds
 - Use hand sanitizer/wipes when soap and water are not available (Supplier shall supply and make available hand sanitizer/wipes)
 - Cover cough or sneeze
3. **Implement cleaning and disinfecting protocols**
 - Supplier shall ensure that adequate cleaning and disinfecting supplies are available at every job site on District premises
 - Supplier shall ensure that any and all equipment, objects, and surfaces are cleaned and disinfected after each use
4. **Implement physical distancing guidelines**

Maintain physical distance between all individuals while on District property, in accordance with CDC guidelines.