



Request for Qualifications and Proposals (RFQ&P)

No. 3777-2021

District-wide Smart Vending Machine Services

Proposal Due Date

Friday, August 27, 2021

At 12:00 pm

Procurement, Central Services and Risk Management

purchasing-dept@socccd.edu

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Notice Inviting Proposals: Request for Qualification/Proposal (RFQ&P) No. 3777-2021

District: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Project: RFQ&P 3777-2021
District-wide Smart Vending Machine Services
RFQ&P Deadline: Friday, August 27, 2021
5:00 pm
**Email Address for
Receipt of Proposals:** purchasing-dept@socccd.edu

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated time, responses to the Request for Qualifications and Proposals for the above Project.

There will be an optional pre-proposal meeting conducted via Zoom on August 17, 2021 at 10:00am. All RFQ&P respondents shall confirm their attendance by email to: purchasing-dept@socccd.edu by August 16, 2021 at 5:00pm. The subject line should read: "RFQ&P No. 3777-2021 Pre-Proposal Meeting Confirmation." Physical presence is not required. A call-in number will be provided prior to the meeting day to those who confirm attendance.

A complete Request for Qualifications and Proposals may be viewed online at www.socccd.edu at the Bids link.

Any and all questions must be sent via email to purchasing-dept@socccd.edu. Proposers shall reference RFQ&P No. 3282-2021 in the email subject line. The final day for questions shall be August 10, 2021, no later than 5:00pm.

The District reserves the right to reject any or all submittals or to waive any irregularities and/or informalities in any proposals.

No proposer may withdraw any proposal for a period of one hundred and eighty (180) calendar days after the submission deadline.

Priya Jerome

Executive Director, Procurement, Central Services & Risk Management

RFQ&P No. 3777-2021 District-wide Smart Vending Machine Services

SCHEDULE

Date of Issue / Document Available	7/29/2021
Deadline for Requests for Information (RFI) / Questions from Proposers to be Submitted via Email to: purchasing-dept@socccd.edu	8/10/2021 5:00pm
Optional Pre-Proposal Meeting Conducted via Zoom Conference Call	8/17/2021 10:00 AM Zoom conference call information will be sent to all proposers that RSVP.
District Responds to RFI's	8/20/2021 End of Day
Deadline for Submittal of Proposals via Email to: purchasing-dept@socccd.edu	Friday, August 27, 2021 12:00 pm
Contract Negotiations (if needed)	Dates TBD All negotiations will take place via Zoom conference calls.
Desired Start Date	TBD (around September 2021)

1. DISTRICT OVERVIEW

South Orange County Community District encompasses 382 square miles in South Orange County serving over 909,000 residents in 26 communities. We know that higher education is directly linked to quality of life and economic vitality. We have helped generations of families achieve their educational and career goals since 1967.

This multi-campus district is comprised of Saddleback College in the City of Mission Viejo (1967), Irvine Valley College in the city of Irvine (1985) and Advanced Technology Education Park (2007) in the city of Tustin.

The District is governed by a seven-member elected Board of Trustees and the District's chief executive officer is the Chancellor.

District Services provides centralized administrative services to our three campuses including: Chancellor and Trustee Services, Business Services, Technology and Learning Services, and Human Resources. These departments provide accounting, benefits, facilities planning, fiscal services, human resources, information technology, institutional research and planning, payroll, public affairs, procurement, contracting, risk management, and warehouse/mailroom services to our district.

The District continually assesses the effectiveness of its services through district-wide surveys, shared governance committees and task forces that are established to accomplish specific projects. Strategic planning is an essential tool for guiding our direction and assuring compliance with accreditation standards.

SADDLEBACK COLLEGE (SC) OVERVIEW

Prior to the pandemic, SC served approximately 20,000 students on campus each semester and approximately 1,400 College and District employees. Current food services consist of two outside coffee carts with coffee service and pre-packaged foods and limited beverages, along with snack and Pepsi beverage vending machines in a variety of locations. The college does not currently have an operational cafeteria, so they will be contracting with catered food options and food trucks.

IRVINE VALLEY COLLEGE (IVC) & THE ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP) OVERVIEW

Prior to the pandemic, IVC served approximately 15,000 students and 800 employees on the IVC campus and the Innovated Design, Engineering and Automation (IDEA) building at the ATEP satellite campus. Current food services consist of one outside coffee cart with coffee service and pre-packaged foods and limited beverages, along with snack and Pepsi beverage vending machines in a variety of locations. IVC does not currently have an operational cafeteria, so they will be contracting with catered food options and food trucks. Current food services for the IDEA Building at ATEP are limited to snack and Pepsi beverage vending machines with no cafeteria or coffee carts.

PROJECT OVERVIEW

The District seeks a smart vending machine operator (Contractor) to provide, stock, and manage smart vending machines for food and/or hot beverages at SC, IVC, and the IDEA Building at ATEP. The District is looking to enhance the colleges' food services experience by providing smart vending machines with quality food and hot beverage options at reasonable prices. The District reserves the right to enter into agreements with multiple Contractors if deemed to be the most effective method of delivering services to its students and employees.

2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

PURPOSE OF RFQ&P

South Orange County Community College District (District) is seeking to retain one or more qualified Contractors to provide District-wide Smart Vending Machine Services. The entirety of this RFQ&P sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

DEFINITION OF TERMS

- The designation of District refers to the South Orange County Community College District, a political subdivision of the State of California.
- The term "**Proposers**" refers to Companies/Contractors that elect to submit proposals for District-wide Smart Vending Machine Services.
- The terms "**Contract**" and "**Agreement**" shall be used interchangeably within this document.
- Throughout this document, the term "**District**" shall be used to designate the rights and responsibilities of the South Orange County Community College District.
- The term "**District-wide**" represents District Services (DS), Irvine Valley College (IVC), Saddleback Community College (SC), and the Advanced Technology Education Park (ATEP).
- The terms "**Contractor**" and "**Proposer**" shall be used to designate the rights and responsibilities of the successful company responding to this RFQ&P.

PROPOSAL QUESTIONS

All questions regarding this RFQ&P should be sent, via e-mail to Priya Jerome at purchasing-dept@socccd.edu.

Questions will only be accepted until 8/10/2021 no later than 5:00 PM. The e-mail subject line should read: "Your company name/Questions regarding RFQ&P No. 3777-2021." No direct responses will be sent to the Proposer asking the question. Questions will be answered in the form of an **Addendum** and sent to all potential respondents on/about 5:00PM on 8/20/2021. All addendums to this RFQ&P will be posted on the District's web site.

PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received via email submission as follows:

Email Submission:

Proposals are to be submitted, via e-mail, to the Purchasing Department no later than **12:00 pm** on **Friday, August 27, 2021**. Submit Proposal to: purchasing-dept@socccd.edu The Proposal must be emailed to the address above as an attachment in Word or PDF format and not exceed file size of 10MB. Proposals with documents exceeding 10MB in size should be saved to a smaller file size or split up and sent as separate emails. Subject line of e-mail containing submitted proposal

should include and read “name of your company/submittal for RFQ&P No. 3777-2021 (“Email 1 of XX” if more than one).”

Proposals submitted in response are to be labeled Form A, B, C etc. and be in the following order:

1. **Cover Letter of Proposer’s Company Information** – PROPOSAL FORM A
2. **Project Team** – PROPOSAL FORM B
3. **Project Related Experience, Approach and Methodology** – PROPOSAL FORM C
4. **Project Schedule** – PROPOSAL FORM D
5. **Food and Beverage Options and Pricing** – PROPOSAL FORM E
6. **References** – PROPOSAL FORM F
7. **General Terms and Conditions** – PROPOSAL FORM G
8. **Addenda Acknowledgement** – PROPOSAL FORM H
9. **Appendices**
 - A. Non-Collusion Declaration
 - B. Equal Opportunity Affirmative Action Statement
 - C. Certificate Regarding Worker’s Compensation
 - D. Maps for SC, IVC and ATEP
 - E. Sample Agreement
 - F. Submission Checklist

Oral, telephone, facsimile (fax machine) proposals **will not** be accepted.

RIGHT TO REJECT

This RFQ&P does not constitute a commitment by the District to award a contract. The District reserves the right to waive any irregularities and/or informalities and to reject any or all proposals and/or to cancel the Request for Qualifications & Proposals. The District expressly reserves the right to postpone the proposal opening date for its own convenience. The award shall be made on the proposal(s) that serve(s) the best interest of the District and will not be evaluated solely on a monetary basis; however, proposers are encouraged to submit their best prices in their proposals. Award will be based on proposer’s qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District’s Governing Board.

MODIFICATIONS TO PROPOSALS

The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner. No modifications will be allowed after the RFQ&P due date and time has passed.

PUBLIC RECORDS

All materials submitted in response to the RFQ&P are deemed property of the District upon submission to the District. Responses to the RFQ&P and other materials submitted in connection therewith shall be deemed “public records” except for those marked or noted by a Respondent as “trade secrets” (as that term is defined and used in Civil Code §3426.1), “confidential” or “proprietary”. Financial statements are not subject to disclosure under the Public Records Act. The foregoing notwithstanding, the District may reject for non-responsiveness a Response to the RFQ&P which indiscriminately notes that the Response or portions thereof are “Trade Secret”, “Confidential”, or “Proprietary” and exempt from disclosure as a public record. Notwithstanding the designation of materials submitted in response to the RFQ&P as “public records” such materials shall not be subject to disclosure under the Public Records Act until after the District has issued a recommendation for award of the Architectural Services Agreement. The District is not liable or responsible for the disclosure of RFQ&P Responses, or portions thereof, deemed to be public records, including those records exempt from disclosure if disclosure is required by law, by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of an RFQ&P Response deemed exempt from disclosure hereunder, by submitting an RFQ&P Response, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District’s sole involvement in any such action shall be that of a disinterested stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

ORDINANCES, LAWS AND REGULATIONS

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request via e-mail to purchasing-dept@socccd.edu at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: “Your Company Name/Withdrawal of RFQ&P No. 3777-2021.” No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFQ&P.

IRREVOCABLE OFFER

Proposals shall be considered irrevocable offers for a period of one hundred and eighty (180) days from the date of receipt and may not be withdrawn during this period without consent of the District.

COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this RFQ&P, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

COMPLETION OF PROPOSALS

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal. Proposers are required to follow and adhere to the format as prescribed in this RFQ&P.

EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall thoroughly examine the contents of this RFQ&P. The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the Proposer/Contractor from obligations with respect to this RFQ&P or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If any ambiguity, conflict, discrepancy, omission or other errors in the RFQ&P is discovered, then the Proposer shall notify the District of the error in writing and request modification or clarification of the document through the timelines and process identified in the Proposal Questions / Requests for Information (RFI) section of this RFQ&P. All requests for clarifications shall be sent to the attention of the Executive Director of Procurement, Central Services and Risk Management by email at purchasing-dept@socccd.edu.

ERROR IN PROPOSAL

Proposer shall be bound by the terms and conditions of the proposal. However, if material errors are found in a proposal, the District may notify the Proposer that the submitted proposal requires correction of the errors. The District reserves the right to request additional information and/or clarification to allow corrections of errors or omissions.

RESPONDENTS CONTINUING OBLIGATION

Each Respondent is under a continuing obligation, commencing upon submission of its RFQ/P Response, to immediately notify the District, in writing, if it learns that any of the following have occurred: (i) any statement made in any portion of its RFQ/P Response was false, misleading or omits material facts rendering any statement in its RFQ/P Response to be false or misleading; (ii) circumstances have occurred since the Respondent submitted its RFQ/P Response that, if they had occurred prior to the date that the Respondent submitted its RFQ/P Response, would have

required the disclosure of such circumstances; or (iii) the Respondent has undergone a change in ownership in which ownership of fifty percent (50%) of more of its stock, ownership equity or assets has changed.

NO DISTRICT WARRANTY

Respondents are solely responsible for confirmation of the suitability of any information provided by the District relating to the Project or this RFQ&P, including, estimates of costs, statements of needs or requirements, projections, and budgets. The District does not warrant the accuracy, sufficiency or completeness of such information.

AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that all proposals submitted shall be in the most favorable terms possible, both economically and technically.

CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract for the project as soon as possible. The initial term of this Agreement is anticipated to be for one (1) year beginning in September 2021. The District reserves the option to extend the term of the contract for additional periods. Each extension term shall be executed via a duly signed Amendment by both parties. After award, contract is subject to cancellation with 30-days written notice by either party. The Agreement shall not exceed five (5) years.

INDEPENDENT CONTRACTOR STATUS

It is expressly understood that the Contractor named in any contract entered into by the District is acting as an "independent contractor" and not as an agent or employee of the District.

DISTRICT MODIFICATIONS TO PROPOSALS

Any interpretation, modifications, correction, or change of this RFQ&P will be made by written Addendum and will be issued by the District and shall become part of the RFQ&P. Interpretations, corrections, or changes of this RFQ&P made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. All Addenda issued to this RFQ&P will be posted to the District web site at www.socccd.edu on the bids link. Addenda will also be e-mailed to all that are known to have received a copy of the RFQ&P. **Since failure to acknowledge any Addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal. See Proposal Form H.**

NEGOTIATION

District reserves the right to negotiate the final pricing and all other terms and conditions before award of contract.

AWARD OF CONTRACT

The award will be made to the responsive and responsible Contractor judged to offer the most advantages and deemed the best fit for the District. At the time of the formal award, the apparent successful Contractor shall have agreed to contract terms representing the

understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement.

FINAL CONTRACT

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final Agreement between the District and the Proposer;
- B. This RFQ&P as originally released, with Appendices and any addenda released prior to proposal opening.
- C. The Proposer's proposal in total, including all addenda and attachments;

All of the above documents are intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the final Agreement and the provisions set forth in the above referenced documents and/or any other attachments or exhibits thereto (referred to as "referenced documents" for the purposes of this section), the Agreement shall control, unless the provisions set forth in any of the above "referenced documents" to this Agreement provide the District with greater benefits or more expansive services in which case such provisions set forth in any "referenced documents" shall compliment the terms of the Agreement. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFQ&P.

NON-COLLUSION DECLARATION

Declarations are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer must accept and sign the Equal Opportunity and Affirmative Action Statement set forth in Appendix B.

PROHIBITED INTEREST

No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Proposer shall receive no compensation hereunder should bidder aid, abet or knowingly participate in violation of this article or breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the District in procuring the services on the open market which the Proposer agreed to perform, shall be borne and paid for by the Proposer.

QUALITY OF WORK

The Proposer shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. If it is determined by the District that such services and/or materials do not meet requirements of the District, the Proposer shall be required to correct the same at their own expense.

QUALITY OF PERSONNEL ASSIGNED TO THE WORK

The Proposer shall not employ on this account any unfit person or anyone not skilled in the work assigned to her/him and shall devote only its best qualified personnel to work under this contract. Should the District deem anyone employed under any contract which may arise as a result of this RFQ&P to be incompetent or unfit to perform their duties and so inform the Proposer, the Proposer shall immediately remove such person from this work and such individual shall not again, without prior written permission of the District, be assigned to work under this contract.

PROPOSER CONDUCT

During the RFQ&P window (from release of this RFQ&P to final award), proposer is not permitted to contact any District employees, members of the evaluation committee, members of the Board of Trustees or any consultant or professional retained by the District for the purpose of providing the District advice or professional services relating to the Project or the RFQ&P unless at the request of the District's designated contact person (Priya Jerome, Executive Director of Procurement, Central Services & Risk Management) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

ACCESSIBILITY OF INFORMATION TECHNOLOGY

Proposer hereby warrants that the Work 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. Proposer agrees to respond promptly and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Proposer further agrees to indemnify and hold harmless the District from and against any claim arising out of Proposer's failure to comply with these requirements. Proposer acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement or cancellation of the order.

3. EVALUATION OF PROPOSALS

The proposals shall be primarily evaluated based upon qualifications of the Proposer and personnel, innovativeness, demonstrated knowledge, and estimated fees. Experience with higher education and California community college clients is desirable, but not absolutely required.

Selection Process

All proposals will be examined for merit and ranked by a screening committee according to quality and responsiveness. The top proposals will be placed on a short list of finalists and may be called for interviews. The interview process may include members from the District's leadership in addition to select members of the screening committee.

Team members giving the presentation shall consist of those who will actually direct, execute, and complete the project. The Contractor/s selected as first choice will be notified and asked to negotiate final terms of the contract. Contracts will be forwarded to the Board of Trustees for approval and authorization to proceed.

Content and Order of RFQ&P Response

Contractor's proposal should be concise and contain the proposal form and sections as identified below. RFQ&P responses submitted in formats other than those prescribed in this RFQ&P document may be rejected at the sole discretion of the District. All sections identified below must be included for the RFQ&P response to be considered complete and must be divided into tabbed sections.

Proposal Form	Section Title	Points
B	Project Team	15
C	Project Related Experience, Approach and Methodology	30
D	Project Schedule	20
E	Food & Beverage Options and Sample Pricing Model	20
F	References	15
	Total	100
Interviews		Points
		100

4. SCOPE OF SERVICES

The District seeks a smart vending machine operator (Contractor) to provide and manage automatic smart fridge and/or hot coffee/beverage vending machines at SC, IVC, and the IDEA Building at ATEP. The District is looking to enhance the colleges' food services experience by providing smart vending machines with quality food and beverage options at reasonable prices. The District reserves the right to enter into agreements with multiple Contractors if deemed to be the most effective method of delivering services to its students and employees.

The comprehensive scope of services shall include but not be limited to the following:

General Services

1. At no cost to the District, provide a sufficient number of new or newly refurbished automatic smart fridge and/or hot coffee/beverage vending machines (Machines) in excellent appearance and operating condition.
2. All Machines shall be kept in clean, sanitary, and working order at no cost to the District 24 hours per day, 7 days per week to provide students, faculty and staff with sufficient amounts of food and beverages. All maintenance, repairs, and part shall include but not be limited to any meters, electronic monitoring systems, electronic sales equipment and special attachments.
3. Any Machine that does not operate correctly shall be replaced by Contractor within five (5) business days.
4. In the event that District-owned utilities supporting vending machines require repair (i.e., water lines, drain lines and power lines), it will be the responsibility of the Contractor to immediately notify the District.
5. Contractor will assume all responsibility for damage to the vending machines caused by neglect, vandalism, or any other cause.
6. Only authorized Contractor personnel shall remove or repair the Machines.

Machine Locations

1. The District anticipates installing Machines in the following locations, however all locations and quantities shall be mutually approved by the District and Contractor. The District reserves the right to have the machines placed in an area that does not impact District operations, services, or safety regulations.

Recommended Machine Locations for SC:

Description of Location	Machine Type
Student Services Center	Hot Beverage
Student Services Center	Smart Fridge
LRC Vending Area	Hot Beverage
LRC Vending Area	Smart Fridge
Village Vending Area	Hot Beverage
Village Vending Area	Smart Fridge

Recommended Machine Locations for IVC and ATEP:

Description of Location	Machine Type
B100 Vending Area	Hot Beverage
B100 Vending Area	Smart Fridge
Student Services Center	Smart Fridge
A200 Vending Area	Smart Fridge
IDEA Building at ATEP	Hot Beverage
IDEA Building at ATEP	Smart Fridge

2. Prior approval will be required by the District prior to installing and/or moving any machines on campus.
3. Additional machines shall be installed upon request of the District.
4. Machines shall be removed within five (5) days upon request of the District.
5. Machines shall be installed within two (2) weeks upon award of contract.

Machine Specifications

1. All Machines shall be new or newly refurbished condition
2. Machines should complement the area in which they are located.
3. All Machines shall be able to accept coin, dollar bills, and debit/credit card readers. A “Mobile Pay” option is desirable, but not required.
4. All Machines shall include an identification number and decal providing the telephone number for emergency service and customer refund information.
5. All Machines shall provide thermal overload protection and all other necessary safety devices which shall be maintained in operating condition at all times by the Contractor.
6. All Machines shall be approved by the Underwriter’s Laboratories, Inc., the National Sanitation Foundation, National Automatic Merchandising Association, and the Los Angeles County Health Department.

Food and Beverage Offerings/Variety

1. All food and beverages provided must be mutually agreed upon by the District and the Contractor.
2. Provide both healthy and affordable options based upon the demographics of the students being served.
3. Provide reasonable sizes per portion.
4. Each food and beverage item shall identify the calorie count and all other applicable nutritional information.
5. Contractor shall provide sustainability options, to include but not limited to:
 - a. Use of corn-based products (i.e., cups, containers, lids, etc.)
 - b. Limited or non-use of Styrofoam products
 - c. Use of energy efficient machines
 - d. Limited or non-use of single-use plastic containers
 - e. Other sustainable practices

Pricing

1. Pricing for all food and beverage options shall be reasonable and based on current marketing prices for the geographic locations of SC, IVC and ATEP.
2. Thirty (30) days prior to the beginning of any awarded agreement term, pricing may be renegotiated provided the successful Contractor can prove to the satisfaction of the District that costs have increased by the percentage of Contractor's requested increase or more, during the preceding one-year period.

Pepsi Exclusivity

1. Only hot beverages can be provided in the Machines. Beverage vending machines are a separate (from food service operations) revenue source for the District. At this time, the District has an exclusive agreement with PepsiCo. In the future, the contract for dispensed beverages could change to another Firm.
2. Contractor shall not sell or dispense any beverages which compete with Pepsi, the District's exclusive beverage provider. The District's exclusive provider will determine whether or not if beverages sold by the Contractor competes with its family of beverages.

District's Evaluation of Services

1. The District reserves the right to have designated representatives review, inspect, and evaluate the operation and condition of the Machines at any time with respect to the quantity and quality of food and beverages sold and served, the methods of service, pricing, safety, sanitation, and maintenance at levels satisfactory to the District.
2. The District shall have the right to inspect any and all Machines at any time for sanitation and housekeeping reasons and conduct bacteriological examinations of the Machines and products vended that the District deems appropriate. To this end, the Contractor will provide a designated representative with the necessary means to access all vending machines. The District agrees to notify Contractor in advance whenever such access is required.
3. For the purpose of tracking commissions, refunds, and vending machine failures, the Contractor will develop a policy, procedures, and an execution plan that will identify the performance of machines, type of machines, and location.

Health and Safety Regulations

1. All food and beverage products requiring refrigeration and/or freezing are to be transported and maintained at proper temperatures from point of origin to point of delivery.
2. All aspects of the services, food, beverages, and machines awarded as a result of this RFQ&P shall comply with all applicable state and local health and sanitation regulations and District safety requirements.
3. Service trucks and vehicles shall not drive upon any District sidewalk without the written permission of the District. The Contractor shall be subject to citation for each violation of this requirement in accordance with existing laws.

Supervision/Coordination

1. Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its employees.
2. All on-duty employees of Contractor shall be easily identifiable as representatives of the Contractor by wearing a name tag and/or uniform.
3. District shall coordinate all activities connected with the provision of services awarded as a result of this RFQ&P and shall meet with the assigned Contractor's representative(s) on a periodic basis to coordinate enforcement of District policy, the implementation of suggestions and requests, and the prompt resolution of complaints. It will be the responsibility of Contractor to respond, in writing if so requested, to inquiries, requests for change, and recommendations.

Sales and Refunds

1. Contractor agrees to provide a statement report of all vending sales for each machine to the District by the 5th business day of the month for the previous month. Any commissions due the District must be paid on a monthly basis by the fifteenth calendar day of the following month. Any monies due, which are not paid within sixty (60) days of due date will, upon election by the District, terminate this agreement.
2. Contractor shall provide an acceptable customer refund policy, procedure, and execution plan for vending machines.
3. Contractor will process refunds within seven (7) working days of the occurrence.

PROPOSAL FORM A
COVER LETTER AND PROPOSER'S COMPANY INFORMATION
(1 Page Limit for Cover Letter)
(No Page Limit for Proposer's Company Information)

Cover Letter: Proposer shall include all of the information noted below in a letter format.

The individual who is authorized to bind Services for the Development of a District and Colleges' District-wide Smart Vending Machine Services Proposal (hence, "Proposer") contractually must sign the cover letter, must indicate the signatory is so authorized, and must indicate the title or position of the signatory. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement from the Proposer that acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must contain the following:

- The Proposer's name, address, e-mail, telephone, and facsimile number.
- The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter and statement signatory is authorized to bind the Proposer.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- Provide all the named people who will actually perform the work when the Program begins.
- A statement to the effect that the proposal is a firm and irrevocable offer, good for one hundred and eighty (180) days.
- A statement expressing the Proposer's willingness to perform the services as described in this RFQ&P.
- A statement indicating that all forms, certificates and compliance requirements included in this RFQ&P are completed and duly submitted in the proposal response.
- A statement that there is no conflict of interest.
- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFQ&P.
- A statement attesting that the Proposer is not on the federal list of current companies or individuals that have been declared ineligible to receive Federal contracts due to a violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. Section 793; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Section 4212.
- Please indicate if the Proposer's company is a small, minority, women, and/or disabled veteran business enterprise by providing a copy of the current certification.

Proposer's Company Information: Include all of the requested information below:

- Type of Company:
Corporation: _____ Proprietorship: _____ Partnership: _____
Joint Venture: _____ Other (please describe): _____
- Business License Number: _____
- Number of years in business under company name: _____
- Has the company changed its name within the past 3 years?
YES NO
If yes, provide former name(s): _____
- Have there been any recent (within the last three years) changes in control/ownership of the company?
YES NO
If yes, explain. _____
- Have owner, officers or principals of the Company ever had their business license suspended or revoked for any reason?
YES NO
If yes, please explain. _____
- Does the Company have an acceptable history of working proactively to avoid litigation?
YES NO
If no, please provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years. _____
- Within the past five (5) years, have one or more contract(s) to provide services to which been terminated for default of the Company?
YES NO
If yes, please explain. _____

PROPOSAL FORM B
PROJECT TEAM
(One Page Limit Per Resume)

Submit resumes for each team member including sub-contractors proposed to provide service to the District including specific qualifications and recent related experience providing similar services. **List the proposed staff's current and anticipated availability during the contract period.** Include the following data and any other relevant information for the District to evaluate:

1. Provide total number of staff currently employed by the Contractor.
2. Resumes should include the Project Manager/Executive or person(s) providing oversight of the project team, if applicable.
3. Identify person/s who will be principally responsible for working with the District. Indicate the role and responsibility of each person/s, and how many years of experience relative to the proposed role.
4. Indicate whether or not individual is currently a direct employee of the Contractor. If a direct employee, indicate how many years with the company.
5. Link each named person with the specific tasks, responsibilities, and deliverables.
6. If more than one person is named as a candidate for a specific role, include above information for all listed persons.

PROPOSAL FORM C
PROJECT RELATED EXPERIENCE, APPROACH AND METHODOLOGY
(6 Page Limit)

1. Provide a summary of your company's experience in relation to the services contemplated in this RFQ&P.
2. Provide a summary of your company's experience working with Community Colleges. Name and state the number of public entity clients served within the past 5 years.
3. Describe your company's overall approach to providing smart vending machine services for food and hot beverages at multiple service locations at each college (SC and IVC) including the IDEA building at ATEP to support the educational environment and support student and employee satisfaction and engagement.
4. Describe how a variety of product options will be provided to meet the needs of a diverse population of students and employees, including various ethnic concepts and price ranges.
5. Describe how quality, cost effective options will be provided to maximizes the value to customers in all price ranges.
6. Describe how the nutritional information will be provided to customers.
7. Propose your company's recommended locations and corresponding Machine types. Provide documentation including pictures, specifications, and payment options (cash, credit, mobile pay) for all proposed Machines (documentation will not count towards page limit).
8. Describe the Machine's payment options (cash, credit, mobile pay, etc.) including the capability to provide accurate and comprehensive sales reports.
9. Describe any promotional incentives you intend to issue to District staff and students.
10. Describe the customer satisfaction program you will implement at the colleges. How will the Contractor receive customer feedback?
11. Identify any special services typically provided that are not listed in the Scope of Services. Ensure that pricing for these services are included in Proposal Form E.

PROPOSAL FORM D
PROJECT SCHEDULE
(Two Page Limit)

The Contractor will work closely with the District and campuses to ensure accurate, timely, and sufficient information necessary is gathered to complete the project. Accordingly, please respond to the following:

1. Contractor shall provide detailed illustrative project schedule that includes but is not limited to the following
 - a. Recommended Machines and locations – list all Machines separately by location (SC, IVC and ATE)
 - b. Milestones, timelines for completion and the work plan for the installation and implementation of all Machines District-wide.
 - c. Milestones, timelines for completion and the work plan for selecting, ordering, and filling all Machines District-wide with food and beverages.
 - d. Indicate the company's proximity to SC, IVC, and ATEP, and the Contractor's availability to accomplish the work.
2. Contractor shall describe plans and schedule for inspection, testing, maintenance, repairs, and part replacement for all Machines District-wide. Include initial response time to notifications of issues with Machines and on-site response time.

PROPOSAL FORM E
FOOD AND BEVERAGE OPTIONS AND PRICING
(NO PAGE LIMIT)

1. Provide all available options for food and beverage options to be included with the services contemplated in this RFQ&P. Include the following:
 - a. Brief product description
 - b. Nutritional information
 - c. Pricing
2. Describe the pricing model to be assigned for the food and beverage options contemplated in this RFQ&P. Include the rationale and approach to the proposed pricing model.
3. Describe how price increases will be limited during the term of the contract.

Notes:

1. There shall be no cost to the District for any and all products and services to be provided as a result of this RFQ&P.
2. All pricing and product selections are subject to negotiation and approval by the District.
3. Thirty (30) days prior to the beginning of any term of the awarded contract, the pricing may be renegotiated provided the successful Contractor can prove to the satisfaction of the District that costs have increased by the percentage of requested increase or more, during the preceding one-year period.

**PROPOSAL FORM F
REFERENCES**

Each Proposer must be able to present both current and past evidence of satisfactory experience in providing services requested. List all four-year higher education and community college districts that you or your company has contracted with in the last five (5) years. Include the name of the institution or district, contact person, email address and phone number of individuals who can evaluate work that has been completed by the contractor(s)/firm/team member(s) in the past five (5) years. The District has prioritized collegiality and collaboration, and assessing how consultant(s) will function within that culture will be a critical evaluation component.

REFERENCES

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

Dates of Services: From: _____ To: _____

Types of Services Provided: _____

PROPOSAL FORM G GENERAL TERMS AND CONDITIONS

Offer Held Firm: The Proposer agrees that it will not withdraw its offer for a period of *one hundred and eighty (180)* calendar days from the opening date.

Right to Reject and Final Agreement: The Proposer understands that the District reserves the right to reject any or all proposals and to waive any irregularities and/or informalities in the evaluation of proposals. Contingent to evaluation of proposals received, the District reserves the discretion to alter, modify, change, include or reduce the RFQ&P scope and pursuant to these changes and the successful negotiations with the Proposers, establish the final agreement.

Bidder Certification: The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

Execution of a Contract: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements immediately upon receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Proposer agrees to assume operations under the contract after the Board approval of contract and within ten (10) calendar days following the District's notification to proceed.

Exceptions to Specifications: In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFQ&P document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the RFQ&P submittal which is to be titled "Exceptions."

Conflicts of Interest: All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is an employee of the South Orange County Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Financial Statement: Prior to the award of contract, the District reserves the right to request and the proposer shall provide the current financial statement of the Proposer that is reviewed or audited by a Certified Public Accountant.

Required Submittals: The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

District's Right to Award: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

Legally Binding: It is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered and declares under penalty of perjury under California law that the firm's proposal response to this RFQ&P is true and correct.

Litigation History: List all related litigation in the last five (5) years filed by either an owner, owner's consultant, or contractor, against the firm.

SUBMITTED BY:

Company Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

By: Signature (Manual)

By: Signature (Typed or Printed)

PROPOSAL FORM H
Addenda Acknowledgement

Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

APPENDIX A
Non-Collusion Declaration

NON-COLLUSION DECLARATION
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, Proposer, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Print Name

Signature

APPENDIX B
Equal Opportunity Affirmative Action Statement

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, 2018.

Name of individual, company or corporation

By: _____

Title: _____

Address: _____

City State Zip Code

APPENDIX C
Certificate Regarding Worker's Compensation

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of individual, company or corporation

By: _____

Title: _____

Address: _____

City State Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPENDIX D
Sample Agreement
District-wide Smart Vending Machine Services

Note: The sample Agreement may be subject to changes pursuant to negotiations.

The Respondent shall thoroughly review the below Agreement. As part of the proposal submission, indicate in a separate Tab of the RFQ&P Response the Respondent's acceptance of all terms and conditions set forth in the Agreement. If there is any term or condition of the Agreement, which a Respondent requests to be modified, the Respondent must: (i) specifically identify such term or condition; and (ii) set forth the specific text of the modification requested for each such term or condition. Notwithstanding any requested modification to any term or condition of the Agreement, no such modifications are binding on the District or enforceable against the District unless the District affirmatively and specifically accepts any such requested modification. Any Respondent whose RFQ&P Response does not identify requested modifications to terms or conditions of the Agreement will be deemed to have agreed to all terms and conditions set forth therein; if awarded the Agreement, such Respondent must execute the Agreement in the form and content attached hereto subject only to elements of such Respondent's RFQ&P Response accepted by the District.

Proposer agrees to the Agreement's terms and conditions with no exceptions.

YES NO

If no, pursuant to the above instructions, submit all exceptions in a separate tab.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is between South Orange County Community College District **[[Campus Location]]** ("District"), at 28000 Marguerite Parkway, Mission Viejo CA 92692, a California community college district and political subdivision of the State of California, and **[[Name (Primary Second Party)]]** ("Contractor"), at **[[Street Line 1 (Primary Second Party)]]**, **[[City/Town (Primary Second Party)]]** **[[State/Province (Primary Second Party)]]** **[[Postal Code (Primary Second Party)]]**. District and Contractor are also referred to collectively as the "Parties," and individually as "Party."

WHEREAS, District is in need of services and advice as it will assist the District in discharging its legal obligation to provide an adequate educational program;

WHEREAS, Contractor has represented to the District that Contractor is knowledgeable and qualified in skills required for this project and covenants that Contractor is capable of performing the services required under the Agreement; and

WHEREAS, District desires to obtain specialized services and/or advice stated in the Statement of Service reflected in this Agreement and is hereinafter referred to as the "Project" or "Services," located within the District.

NOW THEREFORE, the Parties agree as follows:

- 1. Statement of Service.** The Contractor's services shall consist of those services performed by the Contractor and Contractor's employees as enumerated in this Agreement, along with all aspects of services as identified in RFQ&P 3777-2021 District-wide Smart Vending Machine Services, referenced herein and made a part hereof as Attachment A and Contractor's Proposal, referenced herein and made a part hereof as Attachment B. The Agreement, Attachment A and Attachment B shall collectively be defined as the "Services." The Parties understand and agree that the Agreement along with the Final Fee and Rate Proposal (Attachment C) shall be the prevailing and governing documents and that Attachments A and B are intended to cooperate and be complementary.
- 2. Term.** This Agreement shall commence on **[[Start Date]]**, and shall end no later than **[[End Date]]**, and may be modified only by mutual written agreement of the Parties. The District shall have the discretion to terminate this Agreement at any time by providing Contractor thirty (30) days prior written notice specifying the date of termination.
- 3. Payment.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total amount not to exceed **[[Contract Total Amount (Spelled Out)]]** Dollars (\$ **[[Contract Total Amount]]**). Additional details: **N/A**.

The District will not pay any reimbursable expenses of the Contractor and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the Contractor to make payments properly to its employees or subcontractors; or (3) failure of Contractor to perform its services in a timely manner so as to conform to Project schedule.

- 4. Invoices.** Contractor to send invoices to AccountsPayable@socccd.edu or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. Payment shall be net 30 days upon satisfactory completion and acceptance of Services. If payment term differs, it must be noted in Article 3. **To ensure prompt and accurate payment, all invoices related to this Agreement shall reference the following Agreement Number: DSPCRM-ICA-3777-2021**
- 5. Materials and Expenses.** Contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District. Contractor's

Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of their profession.

6. **Transportation.** Contractor hereby acknowledges and understands that it is their responsibility to arrange for transportation to provide all Services necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss, which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with the Hold Harmless and Indemnification provision herein.
7. **Taxes.** Contractor acknowledges and agrees that it is their sole responsibility to report as income their compensation received from the District and to make the requisite tax filings and payments to the appropriate federal, state and/or local taxation authorities. No part of Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, disability insurance, or any other similar state or federal tax obligation.
8. **California State Tax Withholding for Nonresidents of California.** It is mutually understood that if Contractor is a nonresident of California, which may include California nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from FTB. As of January 1, 2008, the standard withholding amount for all payments to nonresident California contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, P.O. Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.
9. **Standard of Care and Professional Conduct.** The Contractor shall perform all Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Contractor will furnish, at its expense, the Services that is set forth in this Agreement and represents that the Services is within the technical and professional areas of expertise of the Contractor or any subcontractor the Contractor has engaged or will engage to perform the Services. If the District desires, the District shall request in writing, the Contractor to provide Services in addition to, or different from, the Services described herein. The Contractor shall advise the District in writing of any Services that, in the Contractor's opinion, lie outside of the technical and professional expertise of the Contractor. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

Contractor or Contractor's employees, subcontractors, or volunteers who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services described herein, a threat to the safety of persons or property, or any of Contractor's employees, subcontractors, or volunteers who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed by the Contractor and shall not be contracted to perform this or any future Services for the District.

10. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payroll, records of personnel and other data related to all matters covered by this Agreement.
11. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement.
12. **Termination.** Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, District shall compensate Contractor only for Services satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying

Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

13. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, the Contractor and its subcontractors 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 Contractor, its officials, officers, agents, employees, representatives, subcontractor, or volunteers, in connection with the performance or non-performance of Contractor installed/provided equipment/materials and the Contractor'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, Contractor and its subcontractors 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. Contractor 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 Contractor'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. Contractor's and its subcontractor'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 Contractor and/or its subcontractor from their 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.

14. **Insurance.** The Contractor and its subcontractors 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, Contractor's required minimum coverage limits set forth herein at the commencement of a renewal term by providing Contractor and subcontractor (if applicable) 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, Contractor shall maintain Workers' Compensation insurance 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) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses involving "Any Auto".
 - F. Additional Insured Endorsement. Contractor and its subcontractors shall each issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to Contractor and its subcontractor's Commercial General Liability and Automobile Liability insurance policies.
 - G. Primary and non-contributory endorsement. Contractor's and its subcontractor'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. Contractor and its subcontractors shall each 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 Contractor's and subcontractor's commercial general liability, automobile liability, and workers' compensation 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. Written notice of cancellation or material modification shall be from the insurer(s) issuing the policy(ies) of insurance to the District or the Contractor and subcontractor (if applicable).
 - J. Certificate(s) of Insurance and Endorsement(s). Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to District upon Contractor's execution of this Agreement. No Services shall commence by Contractor or its subcontractors until the required certificate(s) of insurance and endorsement(s) have been furnished to the District.
15. **Public Retirement System Retirees**. Contractor must disclose to District if Contractor has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor has retired from CalSTRS and hours worked limitations if Contractor has retired from CalPERS. If Contractor has retired from either CalSTRS or CalPERS, Contractor should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 – June 30).
16. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent Contractor and not an employee of the District. Contractor and its subcontractors, understand and agree that they shall not be considered officers, agents, employees, or volunteers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility of their actions and/or liabilities including those of their employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware that the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or subcontractors. Contractor agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees or subcontractors.
17. **Use of Subcontractors**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express written approval of the District. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. If written approval for Contractor's use of a subcontractor is provided by the District, Contractor warrants that said subcontractor shall have sufficient skill and experience to perform the Services assigned to them. Contractor further represents that its subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. District retains the right to obtain copies of subcontractor's insurance coverage at any time. Nothing in this Article shall be interpreted as creating a contractual

relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in the Hold Harmless and Indemnification provision herein.

18. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express written approval of the District.
19. **Employment with Public Agency.** If Contractor is an employee of another public agency, Contractor agrees that they will not receive salary or remuneration, other than vacation pay, for the actual time in which Services are actually being performed pursuant to this Agreement.
20. **Representations and Warranties.** Contractor on its own behalf and on behalf of all its employees, makes the following certifications, representations, and warranties for the benefit of the District. In addition, Contractor acknowledges and agrees that the District, in deciding to engage Contractor pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Contractor's engagement hereunder:

Contractor and its employees are qualified in all respects to provide to the District all of the Services contemplated by this Agreement and, to the extent required by any applicable laws, Contractor and its employees have all licenses, permits, qualifications, and/or governmental approvals that are legally required to perform the Services as described herein. Such licenses, permits, qualifications, and/or governmental approvals shall be maintained throughout the term of this Agreement.

Contractor, in providing the Services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws. Contractor shall be liable for all violations of such laws and regulations in connection with the Services as described herein.

Contractor warrants all services related to installation of all equipment and materials, and shall perform all replacement and/or repairs within a reasonable time in accordance with industry standards. Contractor shall be responsible for transferring to the District all manufacturer related product warranties and guarantees where applicable.

21. **Equal Opportunity/Non-Discrimination.** Contractor 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 Contractor 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.

Contractor shall ensure that all Services and benefits rendered to the District, its Board of Trustees, officers, agents, employees, representatives, students, 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. Contractor shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

22. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** Contractor and its subcontractors 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.

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

COVID-19 Related Responsibilities. Contractor and its subcontractors shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving Contractor, its subcontractors, and any of their employees performing Services on District property pursuant to the terms of this Agreement, Contractor and/or subcontractor 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.

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

23. **Certification Regarding the California Penal Code Section 290.** By executing this Agreement, Contractor agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Contractor certifies and understands that every person required to register under Section 290 shall disclose their status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent Contractor, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this Article is a misdemeanor punishable by a fine not exceeding One Thousand Dollars (\$1,000), by imprisonment in a county jail not to exceed a period of six (6) months, or by both that fine and imprisonment.
24. **Background Check.** Contractor hereby certifies that Contractor has never been charged with a felony, including any "violent felony" as defined in California Civil Code Section 667.5(c) or serious felony defined by California Civil Code Section 1192.7 prior to, or on the date of, this Agreement. Contractor shall notify District in writing immediately if Contractor is charged with any felony during the term of this Agreement in which case District may terminate this Agreement immediately. Contractor further hereby authorizes the District or other organizations to conduct a comprehensive review of his/her background upon District's request. Contractor hereby consents to the background check to the fullest extent permitted by law. Contractor agrees to indemnify, defend and hold harmless the District from any claims, damages, harms, and costs, including legal and processing fees arising from the requirements of this Article, including any such issue arising from any felony Contractor has been charged with, or is charged with, during this Agreement. Failure to complete any required step to provide the background check and information required herein upon District request within thirty (30) days shall be grounds for termination of this Agreement.
25. **Profanity Prohibited.** Profanity of any kind, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property or any property while Contractor and/or subcontractor are performing Services described herein is prohibited.
26. **Mandatory Dress Code.** Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above Article.
27. **Trademark/Logo Use.** Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event permission is granted, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.
28. **Originality of Services.**
 - A. **Matters Produced Under this Agreement.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all rights, titles and interests in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
 - B. **Contractor Use of Other Copyright/Trademark/Patent Materials.** Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to defend, indemnify, and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District

reserves the right to require verification.

29. **Rights to Data.** Contractor grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of Services under this Agreement.

30. **Confidentiality.** Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws, which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in this Agreement. Confidential information may include, but is not limited to, information related to the District's research, development, trade secrets, and business affairs. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents, or contractors in violation of the provisions of this Agreement.

Contractor shall advise the District of any and all materials subject to any copyright restrictions or requirements, which are used or recommended for use by Contractor to achieve the project goals. In the event Contractor shall fail to advise the District of such use under this Agreement, and as a result, the District should be found in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the Contractor's Services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

31. **Non-Waiver.** The failure of District or Contractor 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.

32. **Notices.** All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Article. At the date of this Agreement:

DISTRICT:

South Orange County Community College District
Priya Jerome, Executive Director of Procurement,
Central Services, and Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692
(949) 582-4850 / purchasing-dept@socccd.edu

CONTRACTOR:

[[Name (Primary Second Party)]]
[[Contact Name (Primary Second Party Contact)]], [[Contact Title (Primary
Second Party Contact)]]
[[Street Line 1 (Primary Second Party)]]
[[City/Town (Primary Second Party)]], [[State/Province (Primary Second Party)]]
[[Postal Code (Primary Second Party)]]
[[Contact Phone Number (Primary Second Party Contact)]] / [[Contact E-mail
(Primary Second Party Contact)]]

A Party may change their designated representative and/or address for the purposes of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Article.

33. **Supersedes.** This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.
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. **Force Majeure.** The Contractor 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 Contractor'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.
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. **Interpretation.** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Articles or other provisions of this Agreement. Any reference in this Agreement to an Article, unless specified otherwise, shall be a reference to an Article of this Agreement.
38. **Conflict of Interest.** Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor 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) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Services under this Agreement any person or entity having any such interests.
39. **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, Contractor 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, Contractor certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. 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 Contractor's present responsibility;

3. 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;
 4. 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;
 5. 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
 6. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.
40. **Accessibility of Information and Communication Technology.** Contractor 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. Contractor 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. Contractor 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. Contractor further agrees to indemnify and hold harmless the District from and against any claim arising out of Contractor's failure to comply with these requirements. Contractor 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.
41. **Entire Agreement and Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by the District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall complement the terms of this Agreement.
42. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition, and covenant of this Agreement.
43. **Approval by District's Board of Trustees.** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Parties, the day and year signed below.

CONTRACTOR

DISTRICT

[[NAME (PRIMARY SECOND PARTY)]]

South Orange County Community College District

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CONTRACTOR PROTOCOLS WHILE ON DISTRICT PROPERTY
DURING COVID-19 PANDEMIC**

The Contractor and/or Consultant along with their subcontractors and subconsultants, hereafter referred to as "Contractor" shall follow these Protocols as a condition of being permitted on District property. The dually executed Agreement for the Contractor's Services shall be the governing document and this Protocol document is intended to be supplementary. The Contractor acknowledges that when it relates to COVID-19, the Contractor 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 Contractor 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 Contractor's employee(s) to immediate removal from the District's premises.

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

1. Contractor 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

- Contractor 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 (Contractor shall supply and make available hand sanitizer/wipes)
 - Cover cough or sneeze

3. Implement cleaning and disinfecting protocols

- Contractor shall ensure that adequate cleaning and disinfecting supplies are available at every job site on District premises
- Contractor shall ensure that any and all equipment, objects, and surfaces are cleaned and disinfected after each use

4. Implement physical distancing guidelines

A minimum of 6 feet of physical distance between all individuals shall be maintained while on District property.

APPENDIX E
MAPS FOR SC, IVC AND ATEP

Link to map for SC: <https://maps.saddleback.edu/?id=1262#!ct/49526>

Link to map for IVC: <https://www.ivc.edu/about/maps>

Link to map for ATEP: http://www.socccd.edu/about/about_planning_atep.html

<p>APPENDIX F Submission Checklist South Orange County Community College District District-wide Smart Vending Machine Services</p>

Item	Included in RFQ&P Response
Proposal Form A: Cover Letter and Proposer's Company Information	
Proposal Form B: Project Team	
Proposal Form C: Project Related Experience, Approach and Methodology	
Proposal Form D: Project Schedule	
Proposal Form E: Food and Beverage Options and Pricing	
Proposal Form F: References	
Proposal Form G: General Terms and Conditions	
Proposal Form H: Addenda Acknowledgement	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Certificate Regarding Workers' Compensation	
Appendix D: Maps for SC, IVC and ATEP	For reference only
Appendix E: Sample Agreement for District-wide Smart Vending Machine Services	Only notate changed/exceptions to the Sample Agreement pursuant to the instructions highlighted and identified in Appendix E.
Appendix F: Submission Checklist	For reference only