

INSTRUCTIONS ON HOW TO COMPLETE A STANDARD SERVICES AGREEMENT

Location: _____

Agreement No. _____



STANDARD SERVICES AGREEMENT WITH CONTRACTOR NAME

This Agreement is entered into by and between the San Mateo County Community College District, a public educational agency (hereinafter called "District") and [Contractor Name], having its principal business address at [Contractor's Legal Address] (hereinafter called "Contractor"). This Agreement shall become effective upon the execution date of this Agreement by both Contractor and District, whichever shall later occur (the "Effective Date"). District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

WHEREAS, it is necessary and desirable that Contractor be engaged by District for the purpose of performing services hereinafter described;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

- Exhibits and Attachments.** The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:
 - Exhibit A — Scope of Services
 - Exhibit B — Data Sharing and Security Standards (if applicable)
 - Appendix 1 — Supplemental Terms and Conditions (if applicable)
- Services to be Provided by Contractor.** Contractor shall perform the agreed-upon services as defined by the scope of work, deliverables, and standard of performance identified in Exhibit A, and in accordance with the terms and conditions in this Agreement. The services listed in this Agreement and in Exhibit A are referred to as "Services."
- Term.** The term of this Agreement shall be from [Enter Term Start Date – Month DD, YYYY] through [Enter Term End Date – Month DD, YYYY].
 - Option to Extend.** This Agreement may be renewed for additional time periods so long as: (1) the original Agreement Term plus the renewal periods does not exceed five years; (2) both Parties execute a renewal in writing; and (3) insurance coverage continues pursuant to the requirements in Section 11 of this Agreement.
- Payment.** In consideration of the services rendered in accordance with all terms and conditions set forth herein and in Exhibit A, District shall make payment to Contractor in the manner specified in Exhibit A.
- Termination.** The District may terminate this Agreement, in whole or in part, for its convenience at any time by written notice to Contractor thirty (30) days prior to the effective date of termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination under this section, Contractor shall be paid for all work satisfactorily performed through the date of termination. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.
- Relationship of the Parties.** It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as District may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of District in any capacity whatsoever. Contractor shall have no authority, expressed or implied,

Note: Location and Agreement No should be added after the Word file is converted into a PDF

Commented [PY1]: Step 1) Enter the legal name of Contractor (must match that stated on Contractor's W-9) here and in the first paragraph below

Commented [PY2]: Step 2) Enter Contractor's legal address

Commented [PY3]: Step 3) Enter Start and End Date of Term (Format: *July 1, 2024*)

IMPORTANT NOTE: The dates included here should be consistent with the dates included in the Scope of Work. The beginning date of the contract should not have already passed. The contract should be signed before the beginning date of the contract.

Before you put in a term start and end date - remember to allow at least 30-60 days for the entire contract process (origination, review and signature).

pursuant to this Agreement to bind District to any obligation whatsoever.

7. **Time of Performance.** Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.
8. **Non-Discrimination.** Contractor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, and any other Federal or State laws and regulations related to Equal Employment Opportunity. Contractor's personnel policies shall be made available to District upon request. In addition, Contractor agrees to require like compliance by all hired subcontractors.
9. **Ownership of Property.** All tangible and intangible property developed, produced and/or provided by Contractor under this Agreement shall become the sole property of District. District's ownership of property developed, produced and/or provided under this Agreement includes, but is not limited to, any specifications, drawings, sketches, models, samples, tools, computer programs, technical information, confidential business information, scripts, customer or personnel information or data, written, oral or otherwise (all hereinafter referred to as "Information"), obtained by Contractor from District or developed by Contractor hereunder or in contemplation hereof shall remain or become the sole property of District. Any copyrightable works or other intellectual property developed in connection with this Agreement shall remain or shall become the sole property of District and, in accordance with Education Code section 72207, Contractor understands that the District's governing board may secure copyrights, in the name of the District, to all such works. If Contractor desires to make use of any such District work for any purpose not related to this agreement, Contractor must first secure prior written consent of District for such use. All copies of such Information in written, graphic or other tangible form shall be returned to District upon termination of this Agreement. Information shall be kept confidential by Contractor, shall be used only in performing hereunder, and may be used for other purposes only upon prior written approval of District Executive Vice Chancellor or Designee.
10. **Licenses, Patents, Permits.** Prior to commencement of work/services to be performed under this Agreement, Contractor shall apply for, obtain and maintain in current status, at his/her own expense, any license, permit or approval required from any agency for the performance of said work/services, or forfeit any right to compensation under this Agreement.
11. **Insurance.** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.
 - 11.1 **Minimum Scope and Limit of Insurance.** Coverage shall be at least as broad as the amount(s) specified below:
 - a. **Commercial General Liability** in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage.
 - b. **Automobile Liability** in an amount not less than \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned and hired vehicles.
(to be checked if motor vehicle used in performing services)
 - c. **Workers' Compensation** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - d. **Umbrella Liability** in an amount not less than the amount specified below per occurrence and general aggregate. \$2,000,000 - or - \$3,000,000 (At least one box must be checked)
 - e. **Professional liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
(to be checked if the work or a portion of the work is expected to involve the use of professional knowledge)

Commented [PY4]: IMPORTANT NOTE: The District does not recommend that insurance coverages be waived or deviated from if possible. However, in those situations where the vendor does not meet the District's insurance requirements, a vendor can request a waiver of insurance. These requests should originate from the vendor, and not volunteered by the College/Department. Reach out to your designated Business Office for assistance.

Commented [PY5]: Step 4) Check box only if the Contractor will be using a motor vehicle to perform services.

For example, a Contractor's vehicle is used in the performance of Work on District property or at a jobsite.

Commented [PY6]: Step 5) Choose the appropriate level of UL insurance depending on the level of risk (i.e. Low or Med):
•\$2M per occurrence/aggregate (Default Choice)
•\$3M per occurrence/aggregate

NOTE: Reference District's Risk Guidelines for SSA (available on General Services Download Site) to determine when to use a Low Risk vs. a Medium Risk.

Commented [PY7]: Step 6) Check box only if the Contractor is expected to involve the use of professional knowledge and/or the Contractor's profession requires a professional license.

If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

- 11.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- a. **Additional Insured Status.** Contractor shall name District and its Board of Trustees, officers, employees, and agents as Additional Insured under its Commercial General Liability policy.
 - b. **Primary Coverage.** Contractor's insurance shall be primary to any insurance or self-insurance maintained by the District.
 - c. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A(-)X, unless otherwise acceptable to the District.
 - d. **Certificates of Insurance and Endorsements.** Contractor shall furnish the District with original certificates of insurance and amendatory endorsements effecting coverages required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage *prior to the commencement of any work*. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall be responsible for all damages to persons or properties that occur as a result of Contractor's or Contractor's employees fault or negligence in connection with the performance of this Agreement.

12. **Indemnification.**

- 12.1 Contractor shall indemnify and save harmless the District and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (a) injuries to or death of any person, including the Contractor's employees/officers/agents; (b) damage to any property of any kind whatsoever and to whomever belonging; (c) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (d) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the District and/or its officers, agents, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.
- 12.2 The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- 12.3 The obligations set forth in this Section shall continue beyond the term of this Agreement as to any act or omission that occurred during or under this Agreement.
- 12.4 The indemnification and hold harmless agreement set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify District, its officers, agents and employees from and defend or settle any claim or action brought against District to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and damages which may be incurred by District, its officers, agents and employees for any such claim or action or settlement thereof.

13. **Accessibility.** Contractor hereby warrants that the products and services to be provided under this Agreement comply 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 in Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products and services which is brought to Contractor's attention. Contractor further agrees to indemnify and hold harmless the San Mateo County Community College District, its governing board, officers, employees and agents, the

California Community Colleges Chancellor's Office, and any California community college using Contractor's products and services from any claim arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with the aforesaid requirements shall constitute a breach and shall be cause for termination of this Agreement.

14. **Assignability and Subcontracting.** Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of District, and any attempted assignment or subcontract without such prior written consent in violation of this paragraph 14 is null and void and shall constitute a material breach of this Agreement by Contractor. In the event of any assignment or subcontract, Contractor shall remain liable to District as principal for the performance of all obligations under this Agreement.
15. **Failure to Perform.** If, at any time, in the opinion of District, Contractor fails to render services of proper quality or has failed to perform, keep, and observe any of the terms or conditions herein contained on the part of Contractor to be performed, kept, and observed, District may give Contractor written notice to correct such conditions or cure such default; and if any such condition or default shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon District or its duly authorized representative may employ other parties or carry this Agreement to completion as District may deem proper.
16. **Force Majeure.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, pandemics, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
17. **Dispute Resolution.** Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of a disinterested third person as mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless a time requirement is extended by stipulation of both parties. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator. A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.
18. **Waivers.** No waiver by District of Contractor's default of any terms or conditions hereof to be performed, kept, or observed by Contractor shall be construed to be or act as a waiver of any subsequent default of any of the terms and conditions herein contained.
19. **Notices.** All notices to be given between the parties hereto shall be in writing and may be served by commercial express/overnight courier service or by depositing the same in the United States mail, postage prepaid and certified receipt requested and addressed as follows:

For District:
San Mateo County Community College District
Office of the Executive Vice Chancellor of Administrative Services
3401 CSM Drive
San Mateo, CA 94402

For Contractor:
[Enter Entity's Name for Notices]
[Enter Individual's Name]
[Enter Notices Address 1]
[Enter Notices Address 2]

Either party by written notice to the other party may change the address of the notice or the names of the persons

Commented [PY8]: Step 7) Enter:
a.) Contractor's Legal Name
b.) Main Point of Contact's Name (and Title if provided)
c.) Address for Legal Notices

If not known, request this information from the Contractor in order to complete the agreement

or parties to receive written notices.

20. **Expenditure of Public Funds.** Contractor agrees to comply with Government Code Section 8546.7 which provides that any agreement involving expenditure of public funds in excess of \$10,000 shall be subject to the examination and audit by the Auditor General for a period of three (3) years after final payment under the agreement.
21. **Public Record.** All agreements become the property of the District and as such become public documents available to be reviewed by the public upon request. Government Code Sections 6250 et. seq., the Public Records Act, define a public record as any writing containing information relating to the conduct of public business. "Writing" means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. Any agreement may be published and made available to the public as part of the Board of Trustees approval process.
22. **Protection of Confidential Information.** Contractor understands and acknowledges that, in the performance of the Services under this Agreement, Contractor may have access to private and confidential information in the District's possession, custody or control, including but not limited to private information regarding students, parents, guardians, faculty, employees, staff, alumni, or other personnel data or information and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the prior written consent of the District or unless otherwise required by law. Contractor will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. The provisions of this section shall survive the termination or expiration of this Agreement.
- 22.1 If checked, Contractor agrees to comply with the District's Data Sharing and Security Standards set forth in Exhibit B, which is attached hereto and incorporated herein, in the performance of the services. Contractor further agrees that it shall treat all information received through the performance of this Agreement in strict accordance with the standards.
23. **Conflict of Interest and Prohibited Interests.** Contractor acknowledges and understands that District policy prohibits any officer, employee, or any other agent of the District authorized in any capacity on behalf of the District to exercise any fiduciary, executive, or other similar functions (collectively, "District Representatives"), from possessing or accepting, directly or indirectly, or in any part thereof, any financial interest in any contract, bid or other procurement activity of the District. Additionally, Contractor acknowledges and understands that District policy prohibits any District Representatives from possessing or accepting any form of gift, payment, undue advantage or influence, directly or indirectly, or in any part thereof, in connection with any contract, bid or other procurement activity of the District. The District reserves the right, before any Agreement is made, to require a written declaration from the Contractor to disclaim any actual or potential conflict of interest involving any District Representatives. Furthermore, the District reserves the right to reject any Contractor and/or immediately terminate this Agreement if any such conflict is discovered. In the event of change in either private interests or services under this Agreement during its term which may result in the existence of an actual or potential conflict(s) of interest, Contractor shall immediately notify the District in writing for District's consideration of the issue. In addition, Contractor shall not be in a reporting relationship to a District employee who is a near relative, nor shall a near relative be in a decision-making position with respect to the Contractor.
24. **Severability.** Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.

Commented [PY9]: Step 8 Check box, only if the Contractor will have access to any personally identifiable info (PII) and/or District IT systems or resources.

If checked, work with District Business Office to modify the SSA to attach Exhibit B prior to sending the final copy of the SSA to the vendor.

25. **Amendments.** This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
26. **Compliance with State, Federal, and Local Laws, Regulations, And Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.
27. **Governing Law and Venue.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California. The parties consent to the exclusive jurisdiction and venue of the Superior Court of San Mateo County, California.
28. **Captions.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
29. **Contrary Tax Positions.** Contractor agrees that it is not entitled to, and will not take, any tax position that is inconsistent with its relationship as a service provider to District with respect to Contractor's management or use of any District-owned property. Contractor agrees that it will not claim any tax deductions or credits including but not limited to depreciation expense, amortization expense, rent expense or investment tax credits with respect to any District-owned property managed or used by Contractor.
30. **Counterparts and Electronic Signatures.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument. Both District and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California Law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing written notice pursuant to this Agreement.
31. **Entire Agreement.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.

IN WITNESS WHEREOF, the respective parties have executed this Agreement on the dates indicated below.

CONTRACTOR

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

Signature

Signature

[Enter Name/Title]
Name/Title of Authorized Signatory

Yanely Pulido, Director of General Services
District Authorized Signatory

Date

Date

Federal Tax Payer Identification Number (EIN):
[Enter EIN #]

Employer Identification Number:
94-3084147

If applicable:
CSLB: [Enter CSLB #] / DIR: [Enter DIR #]

Commented [PY10]: Step 9) Enter Name and Title of Contractor's Authorized Signatory.

If the above items are not known – delete the form field text. This information will need to be added by the Contractor's Signatory.

Commented [PY11]: Enter Contractor's EIN (If not known - delete the form field text). This information will need to be added by the Contractor's Signatory.

Commented [PY12]: For Facilities/Construction Related Work Only:
Enter Contractor's CSLB and DIR#.

If not applicable, delete the form field text and enter "N/A"

EXHIBIT A
SCOPE OF SERVICES

1. Description of Services to be Performed and work product to be delivered to District by Contractor:
(reference and attach additional pages, if necessary)

[Enter a Description to correctly reflect the services. If a separate document (such as the contractor's quote or proposal) will be attached, make sure it **does not include** any of the contractor's terms and conditions. Please reach out to the District Business Office for assistance.]

Commented [PY13]: The Scope of Services provision is one of the most important provisions of the contract. The District can only hold the vendor accountable and responsible for fulfilling the duties that are set forth in the Scope of Work. A Scope of Work that merely generally describes the work that will be performed limits the District's ability to hold the vendor accountable for performing specific duties.

Commented [PY14]: Step 10 Enter a detailed description of the services that the vendor will provide, including: a) the type of work to be performed; b) deliverables the vendor should provide at the completion of the work; c) date by which the work should be completed; if the vendor has multiple deliverables, a due date should be included for each deliverable that the vendor is responsible for providing; and 2) Overall timeline for the completion of the services from commencement of the work until the conclusion of the work.
IMPORTANT NOTE: Work with the District Business Office to incorporate any additional documents.

2. Roles and Responsibilities:

Contractor agrees to:

[Enter Contractor's Roles and Responsibilities....]

Commented [PY15]: Step 11 Describe each party's roles and responsibilities; what each party is required to do, provide, approve, etc.

If the District does not have any specific roles/responsibilities, replace that field text with "Not Applicable"

District agrees to:

[Enter District's Roles and Responsibilities....]

3. Main Point of Contact:

Contractor

Name:

Title:

Phone:

Email Address:

District/College: [Enter Location Name]

Name:

Title:

Phone:

Email Address:

Commented [PY16]: Step 12 Add Point of Contact information for the individuals responsible to manage the contract.

Commented [PY17]: IMPORTANT NOTE: This should be the appropriate person **from the College (or District Office)**, who will be responsible to ensure the contracted services are completed by the vendor. This individual should be the individual in the Department who has knowledge about the contract and can answer questions regarding the reasons why the contract was entered into and the services the vendor is responsible for providing to the District.

4. Amount and Method of Payment:

Single payment, upon successful completion of deliverables.

Multiple payments. Explain how payments will be made (i.e., milestone payments, monthly payments etc.).

[Enter explanation on how payments will be made. Avoid identifying specific payment dates...]

Commented [PY18]: Step 13 Select the method of payment. If multiple payments, describe how payments will be made. At specific milestones? Monthly, Quarterly or Annually?
**Prepayment is acceptable only if the vendor refuses to supply products or services without prepayment. If prepayment is more than 50%, reach out to the Purchasing Department.*

In any event, the total amount paid under this Agreement shall not exceed \$[Enter NTE Amount].

Commented [PY19]: Step 14 Enter the total cost for the contractor's services here (Format: \$1,000.00). Be sure that the amount included here is consistent with the documents the vendor has submitted regarding the total cost for providing services for the entire contract term.

IMPORTANT NOTE: Prior to submitting your contract to Purchasing, be sure your department has sufficient funding to proceed with entering into a contract with the vendor.

Services shall be billed to "San Mateo County Community College District" and become payable after satisfactory completion of services and upon presentation of detailed invoice(s) specifying services being provided. All invoices must be reviewed and approved by assigned District/College Main Point of Contact prior to payment being made to Contractor. Contractor shall send invoices immediately upon performance of work with original receipts (if applicable), to: SMCCCD Accounts Payable Office, 3401 CSM Drive, San Mateo, CA 94402.

**APPENDIX 1
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **Compliance With Prevailing Wage and DIR Registration.** Sections 1.1 or (and) 1.2 applicable only if the box(es) is(are) checked.

- 1.1 Employee / Prevailing Wages; Records; Apprentices. Pursuant to California Labor Codes 1771, 1774, and 1775, this Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by regulation. Contractor and all subcontractors shall pay prevailing wages to its employees on any Agreement in excess of \$1,000.00. Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Codes 1813 and 1815. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 and 1776, including (if this Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to this Agreement. If any Order exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.
- 1.2 Mandatory Contractor and Subcontractor Registration. Pursuant to Labor Code Section 1771.1(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

2. **Remote Services/Use of Virtual Online Platforms.** With District's written consent, Contractor may provide services to District remotely, including by means of telephone or internet telephony, or over the internet through the use of virtual online platforms. Any live event will be broadcast through a private transmission solely sent to invited participants in the virtual attendance through a secure and password protected online platform. Contractor will work with District/College's Point of Contact to set up the remote transmission and to ensure optimal broadcasting quality and security measures are in place leading up to the live event. Contractor will provide standard equipment including working computer with camera and computer microphone, reliable high-speed internet, and video capability. Prior to the event date, District will provide login links with instructions and download links to any required software programs at no cost to Contractor.

3. **Reimbursable Expenses.** Contractor may bill for reimbursable expenses incurred only in connection with the Scope of Services. Authorized reimbursables shall be billed by Contractor to the District at cost (1.0) times the expense incurred by the Contractor and subcontractors. Contractor shall submit invoices for expense costs with Contractor's invoice for payment. Expenses must be supported with documentation that includes but is not limited to receipts, invoices, etc., which clearly associate the expense with the Services.

- 4.1 **"Reimbursable Expenses"** mean actual expenses incurred by Contractor or subcontractors, such as expenses for: transportation and subsistence incidental thereto; toll telephone calls and telegrams, mail and overnight delivery services; reproduction of reports, drawings, specifications and similar publications related to the Services.
- 4.2 Reimbursable Expenses shall not include Local Travel.
- 4.3 **"Local Travel"** means travel between Contractor's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Contractor's office or San Mateo County.
- 4.4 Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by Contractor.

4. [Enter any additional supplemental T&C's, if required – **this modification will require review by District Business Office.** If none, replace all of this text with "Not Used."]

Commented [PY20]: Step 15) Check box, only if the Contractor is subject to prevailing wages (for contracts over \$1,000) and DIR registration (\$15K for M&O / \$25K for Construction).

NOTE: Applicable for most contracts for Facilities Planning, Maintenance & Operations only.

Commented [PY21]: Step 16) Enter any additional terms as needed.
Enter "Not Used.", if no other T&C's need to be added.

IMPORTANT NOTE: Requested modifications will require review and approval by the District Business Office.

Key Updates to Note:

- The template is a fillable form that users complete in Word and print in PDF. The template has been locked to only allow users to complete the required parts of the document, while protecting the sections that should not be edited. Please make sure you read through the contract carefully and the [] areas are filled in correctly. After the agreement is printed to PDF, the user needs to add the proper electronic signature and dates fields.
- The SSA template is no longer saved in separate “Low Risk” and “Medium Risk” versions. Users will need to make sure to select the appropriate risk level for Umbrella Liability coverage limit in Section 11 (Insurance) of the SSA.
- Exhibit A of the SSA has been aligned to match a similar format used in the Independent Contractor Agreement (ICA) template. The purpose of this change is to make sure that agreements correctly describe the services, roles and responsibilities and payment terms both parties are agreeing to.
- The new Appendix 1 includes the District’s supplemental terms and conditions that may be applicable to the contractor’s services. This appendix can also be used to incorporate additional terms and conditions that both parties must agree to.
- If additional terms and conditions need to be added to the SSA, the draft document should be sent to your College Business Office and loaded in the Vendor’s iContracts container to be reviewed and approved, **prior** to the contract being signed by the vendor. If approved, the District Business Office will make sure that any proposed contractual changes to the contract do not conflict with the District’s boilerplate language.