

Requisition

Supplier: MISCELLANEOUS 0000003680

 ***** CA 95825
 United States

email:

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798

Business Unit: GENFD		OPEN
Req ID:	Date	Page
0001049595	04/09/2024	1
Requisition Name: 2024 - MISCELLENEOUS		
Requester Victoire Chochezi		
Requester Signature		
Buyer: Brenda Haney		
Approved:		
Entered By: KRAVCHUA 09-APR-2024		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	GUEST PRESENTER PEACE POLE EVENT APRIL 29, 2024 AT FOLSOM LAKE COLLEGE	1	EA	300.00	300.00	

300.00 Sub-total
 0.00 Est. tax

Total Requisition Amount: 300.00

SERVICE AGREEMENT GS-78

ERNEST UWAZIE
 8551 CASTLELYONS CT.
 ELK GROVE CA 95624

NOTE: VARIOUS ATTACHMENTS
 ATTACHMENT #1 - VENDOR PACKET
 ATTACHMENT #2 - W9
 ATTACHMENT #3 - FORM GS-79
 ATTACHMENT #4 - FORM GS-154

ATTACHMENT #2 - W9

ATTACHMENT #3 - FORM GS-79

ATTACHMENT #4 - FORM GS-154

SERVICE AGREEMENT

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5100	12	FL.VS.SEAP	62111	00000	570B	300.00

Approval Signature	Approval Signature	Approval Signature
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Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: SEAP
Project Grant: 570B
Program Director: Calvin Monroe
Program Goal: Speaker

Approval Signature	Approval Signature	Approval Signature
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VENDOR PACKET CHECKLIST

COMPLETE AND RETURN:

- Vendor Application
- Federal Tax Form W-9
- CA Tax Form(s) as applicable
- Insurance Certificate and Additional Insured Endorsements as applicable

RETURN THE ABOVE DOCUMENTS VIA EMAIL:

lrccdpurchase@losrios.edu

Please note that this application is to be used for goods and services providers. If your company is a building contractor, please register in Los Rios CCD's vendor portal.

Purchasing Revised 12/04/2020

Dear Vendor:

Welcome! Thank you for your interest in doing business with Los Rios Community College. In accordance with Federal and California state tax laws, backup withholding is required for certain payments to individuals and business entities. Following please find required forms for reporting and complete the appropriate form. Return to Los Rios Purchasing Department via email:

Attn: Purchasing Department
lrccdpurchase@losrios.edu

Internal Revenue Code, section 3406(a)(1)(a) requires Taxpayer Identification Number (TIN) *(24% withholding of payments to be made unless valid TIN provided)*.

California Revenue and Tax Code, section 18662 *(7% withholding to non-California individuals or business entities/corporations without valid TIN)*. Return the following to Los Rios Purchasing Department as noted above:

- **IRS [Form W-9](#)** required to report TIN ([Form W-9](#) instructions)
- **Foreign Vendors - IRS Form [W-8BEN](#), [W-81MY](#), [W-8ECI](#), [W-8EXP](#)**
- **[Form 590](#) - Nonresident Withholding Exemption** *(permanent place of business in California or qualified to do business through the California Secretary of State)*
- **[Form 587](#) – Nonresident Withholding Allocation Worksheet** *(you **do not** have permanent place of business in California, you are **not** qualified to do business through the California Secretary of State)*

If you completed any of the above forms and want to request a waiver or a reduced waiver, the following forms will need to be completed. Return the original form to the Franchise Tax Board to obtain a determination letter. Forward a copy of the determination letter to Los Rios Purchasing as noted above.

- **[Form 588](#) – Nonresident Withholding Waiver Request**
- **[Form 589](#) – Nonresident Reduced Withholding Request**

If we do not receive the completed IRS Form W-9, California Form 590 or 587 with a determination letter from the Franchise Tax Board, backup withholding at 24% for IRS and 7% for the State of California will begin.

Revised 3/24/21

LRCCD

VENDOR APPLICATION

Return signed completed form to Purchasing via email: lrccdpurchase@losrios.edu.

NAME: _____

NAME OF FIRM	FEDERAL ID# OR SOCIAL SECURITY # - / - -	
MAILING ADDRESS	REMIT ADDRESS (if different)	
PHONE	FAX	EMAIL

WEBSITE	ORGANIZATION/REGISTRATION (Check all that apply)															
AUTHORIZED COMPANY REPRESENTATIVES	Individual															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Name</th> <th style="width: 30%;">Title/Capacity</th> <th style="width: 50%;">Email</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name	Title/Capacity	Email													Partnership
Name	Title/Capacity	Email														
	Non Profit															
	_____ Corporation (List State Incorporated)															
	Is business registered in the State of California? Yes No															

PROVIDE LIST OF COMMODITIES, EQUIPMENT, SUPPLIES and/or SERVICES	NAICS/COMMODITY CODE

VENDOR CERTIFICATION	OTHER BUSINESS INFORMATION				
<p>I certify that all statements contained herein are correct. I understand that this information will be used as a basis for evaluating my request to receive bid invitations for purchases. I understand that being placed on the qualified vendor bid list does not in any way represent an endorsement of my firm by Los Rios, nor does it relieve my firm of providing bonds and insurances as required. I further agree to disclose any known or potential conflicts of interest relating to my business and Los Rios. I understand the requirements for fulfilling and invoicing orders. I further certify this firm is an equal opportunity employer.</p> <p>_____ INITIALS</p>	<table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Terms _____</td> <td style="width: 50%;">Discounts Extended _____</td> </tr> <tr> <td colspan="2">Refund/Returns _____</td> </tr> </table>	Payment Terms _____	Discounts Extended _____	Refund/Returns _____	
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Refund/Returns _____					
	<table style="width: 100%;"> <tr> <td style="width: 33%;">SIGNATURE</td> <td style="width: 33%;">TITLE</td> <td style="width: 33%;">DATE</td> </tr> </table>	SIGNATURE	TITLE	DATE	
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INSURANCE REQUIREMENT FOR PERFORMING ON-SITE SERVICES FOR THE LOS RIOS COMMUNITY COLLEGE DISTRICT

All insurance policies shall include additional insured (AI) endorsement naming the Los Rios Community College District, its trustees, officers, employees, volunteers, agents, inspectors, project managers, consultants, their employees and each of them, **as additional insured**. Alternatively, policy can provide blanket AI endorsement referencing written contract.

The minimum insurance coverage to be obtained by the Vendor is as follows:

Commercial/Comprehensive General Liability Insurance (Insurance Services Organization, Inc. form GL-00-01, Ed. 11-89 or equivalent) (ISO CG 00 0 1):

- Bodily Injury and Property Damage Liability Insurance for Premises and Operations
- Personal Injury for Premises and Operations; Independent Contractors
- Incidental Contracts
- Contractual Liability
- Broad Form Comprehensive General Liability Endorsement (Insurance Services Organization, Inc. form GL-04-04, Ed. 5-81 or equivalent)
- Products and Completed Operations which shall be in the amount of not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence for one or more persons injured and property damaged on an occurrence form insurance policy. The aggregate limit of liability for products and completed operations shall not be less than Three Million Dollars (\$3,000,000) for Type A, Two Million Dollars (\$2,000,000) for Type B.
- Any combination of General Liability and Excess Liability Coverage can be combined to meet the Aggregate.

Business Automobile Liability Policy Insurance (Insurance Serving Organization, Inc. form CA 00 0 1 or equivalent):

- Protection against loss as a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile the limits of liability shall not be less than One Million Dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage combined.

Workers' Compensation and Employers' Liability Insurance:

- The Vendor shall be a qualified self-insurer or shall carry full Workers' Compensation and Employers' Liability insurance coverage, either through the State Compensation Insurance Fund or a standard approved policy obtained from a licensed insurance carrier for all persons employed, either directly or through subcontractors, in carrying out the work under this Contract in accordance with the "Workers' Compensation and Insurance Act," Division IV thereof. Employers' limits of liability shall be the prevailing statutory limits of liability.
- If no (zero) employees, complete Sole Proprietor form

The Vendor shall provide a **Certificate of Insurance and required endorsements** to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.

Revised 12/04/20

Los Rios Community College District

TYPES OF CONTRACT SERVICE

Insurance Type*

- A. Specialized Services:
- Asbestos Abatement/Environmental/Air Quality
 - Food Services and Catering
 - Hazardous Waste Services
 - High Voltage Services
 - International Study Travel Abroad
 - Medical Services (including optical and laboratory)
 - Professional Services (Accountants, Actuaries, Architects, Attorneys, Engineers, Financial Services, Insurance, Surveyors, Technology/Cyber/Software as Service)
 - Special Events, Community Services, Transportation Services
 - Other (please specify)_____
- B. Building, Grounds and Maintenance Services:
- Building and Grounds Maintenance (Electrical, HVAC, painting, plumbing, roofing, etc.)
 - Elevator Maintenance
 - Groundskeepers
 - Janitor/Custodial
 - Tree Removal/Trimming
 - Roadway/Parking Lot Striping
- Repair, Installation, and Independent Contractors Services:
- Carpet Installation and Cleaning
 - Door and Window Services
 - Floor Installation, Cost Estimators, Schedule Consultants
 - Independent services contracts (grants writers, professional speakers, trainers, and facilitators, report writers, and evaluation/assessment reports)
 - Locksmith Services
 - Shower/Tub and Tile Repair
 - Garage Door Installation, Fence Repairs

*References Insurance Coverage and Limits

The above list is not all inclusive of contract services. The District reserves the right to change limit requirements based on specific services to be performed.

Los Rios Community College District

INSURANCE COVERAGE AND LIMITS

Type of Contract	Comm'l General Liab.	Business Auto Liab.	Professional Liab.	Workers' Compensation
A or B	√	√		√
Professional Service (Architects Engineers, doctors*)	√	√	√	√

√ = Coverage normally required in contract situation

* = License required by governmental agency

INSURANCE COVERAGE LIMITS			
Coverage	Basis	Type A	Type B
Commercial General Liability (CGL) (Additional Insured)	Occurrence Aggregate	\$1,000,000 \$3,000,000	\$1,000,000 \$2,000,000
Automobile Liability (AL) (Additional Insured)	Occurrence	\$1,000,000	\$1,000,000
Workers' Compensation (WC) Employers' Liability (EL)	Statutory Occurrence	Statutory Limit \$1 mil/\$1 mil /\$1 mil	Statutory Limit \$1 mil/\$1 mil /\$1 mil
Professional Liability (PL) Errors and Omission (E&O)	Aggregate	\$2,000,000 \$2,000,000	N/A
**Technology E&O, PL (IT Consultant)	Occurrence Aggregate	\$2,000,000 \$2,000,000	N/A
**Cyber Liability (Vendor)	Occurrence Aggregate	\$2,000,000 \$2,000,000	N/A
Builders' Risk (BR) (Additional Insured Endorsement)	Occurrence	Completed Project Value	
Property (Installation Floater) Install/Delivered	Contract Value	Additional Insured or Loss Payee Full Replacement – No Coinsurance	
Hazardous Waste Hauling w/MCS 90 Filing (Additional Insured Endorsement)	Occurrence	\$5,000,000	\$5,000,000
Pollution/Environmental	Occurrence Aggregate	\$5,000,000 \$5,000,000	\$1,000,000 \$2,000,000
**Technology/Cyber for IT vendors that have access to private/personal information about the District, student, employee, etc.			

The above list is not all inclusive of contract services. The District reserves the right to change limit requirement's based on specific services to be performed.

Quote Template for “Scope of Services”

Name	Ernest Uwazie
Phone Number	916 7438373
Email Address	uwazieeee@csus.edu
Title of Event	Peace Pole launch
Date/ Time of Event	April 29, 2024, 12-2pm
Price/ Quote	\$300
Description/ Scope of services	Guest lecture/panel presentation on peace and conflict resolution programs and impact.



LOS RIOS
COMMUNITY
 COLLEGE DISTRICT

1919 Spanos Court, Sacramento, CA 95825
 Purchasing Department
lrcdpurchase@losrios.edu

Sacramento City College American River College Cosumnes River College Folsom Lake College

CONFLICT OF INTEREST STATEMENT

This is to certify that the undersigned employee(s) has/have no economic interests which may foreseeably be materially affected by having participated in the development of the specifications for service, equipment and/or material represented by the referenced requisition.

*(Pursuant to District Regulation [R-8323](#) and District Policy [P-8611](#)
 This form must be signed and submitted with the Approved Online Purchase Requisition for those transactions listed below.)*

**Sole Source Requests
 Service Agreements (GS Form 78)
 Selection Committee Recommendations (formal process)**

READ CAREFULLY BEFORE SIGNING:

 Employee/Date

 Selection Committee Member/Date

 Requisition Number

 Selection Committee Member/Date

 Selection Committee Member/Date

 Selection Committee Member/Date

 Selection Committee Member/Date

 Selection Committee Member/Date

OFFICIAL USE ONLY:	
PURCHASE ORDER#	
BUYER/DATE:	

LOS RIOS COMMUNITY COLLEGE DISTRICT
SERVICE AGREEMENT

(Information on the purchase order and the back of this form are part of this Agreement. Please read this important information.)

No. _____ Attachment to Purchase Order No. _____

This Agreement entered this 15 day of April, 2024 by and between the Los Rios Community College District (District) and
(CONTRACTOR), Ernest Uwazie CONTRACTOR No. _____ Social Security No. 455575274

Business Name (if different) _____ FIN No. _____

Check One: Sole Proprietorship Partnership _____ Corporation _____ **Check One:** U.S. Citizen Resident Alien _____ Non-resident Alien _____

Telephone No. 916 7438373 (SSN or FIN No. must be provided for payment)

Address 8551 Castlelyons ct City and State Zip Elk Grove CA 95624

Are you now or have you been an employee of the District? Yes _____ No . If yes, Date _____ Location _____

Are you related to an employee of the District? Yes _____ No . If yes, who _____

GENERAL CONDITIONS:

1. Scope of Work. CONTRACTOR shall perform specific services as set forth below (attach separate schedule if necessary, and reference the attachment). The term of this Agreement is from (date) April 29, 2024 to (date) April 29, 2024. CONTRACTOR shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality.

Panel Presentation peace and conflict resolution at the Peace Pole launch.

2. Compensation. For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 300, during the term of this Agreement. Payment of this amount shall be made in accordance with established District payment schedules, and is contingent upon the CONTRACTOR submitting an invoice to the District Accounts Payable Office, and upon receipt of verification of services satisfactorily rendered (receiver) by the appropriate College/District Administrator. Payment terms are: at presentation of \$300 Payment will be mailed to address on purchase order. CONTRACTOR agrees that none of the terms and conditions associated with its acceptance of this Agreement shall apply to, modify, or be incorporated into this Agreement, and the DISTRICT's acceptance of CONTRACTOR's goods, materials, equipment, services and/or labor or other items covered by or delivered under this Agreement shall not constitute acceptance of any additional or different terms and conditions on behalf of CONTRACTOR.

3. Termination. The DISTRICT shall have the right to terminate this Agreement with or without cause. The District may terminate the Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONTRACTOR. In the event of termination for convenience, CONTRACTOR shall immediately cease rendering services and promptly deliver to the DISTRICT copies of all prepared work product, and CONTRACTOR shall only be entitled to payment for hours actually worked and direct costs incurred, plus a 10% mark-up on direct costs incurred, or the pro-rata share of the contract price, whichever is less. The DISTRICT may terminate the Agreement for cause which shall be effective immediately upon written notice. In the event of a termination for cause, CONTRACTOR shall not be entitled to any further payment, if any becomes due, until the Project is completed. The DISTRICT may proceed with the work in any manner deemed proper by DISTRICT, and all the DISTRICT's costs incurred by the District shall be deducted from any sum otherwise due CONTRACTOR under this Agreement and the balance, if any, shall be paid to CONTRACTOR upon completion of the work. The DISTRICT reserves all rights, including all rights to recover damages, inclusive of attorneys' fees, from CONTRACTOR, in the event of a termination for cause.

4. Integration, Amendments. This Agreement (front & back) and the purchase order constitute the entire Agreement by the parties. No other representations, whether oral or written are part of this Agreement except that the following document(s) are part of this Agreement: N.A.
All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

5. Independent CONTRACTOR not Agent.

- a. CONTRACTOR, and its agents and employees, in the performance of this Agreement, shall be independent contractor(s) and no relationship of employer-employee exists between these parties and the DISTRICT.
- b. CONTRACTOR shall be responsible for determining the means, methods, or sequence used to complete the work required under this Agreement. CONTRACTOR shall be responsible for and accountable to the DISTRICT for the final product or service to be provided.
- c. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's employees, assigned personnel and subcontractors.
- d. Except as otherwise provided in this Agreement, CONTRACTOR is qualified to accomplish the work required in this Agreement and the DISTRICT will provide no training to CONTRACTOR.
- e. Except as otherwise provided in this Agreement, CONTRACTOR's ability to market or provide services to any other client shall not be limited by the DISTRICT.
- f. Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.
- g. Prior to DISTRICT's acceptance of this Agreement, CONTRACTOR shall (a) identify their status as a sole proprietorship, partnership, or corporation, and (b) provide the DISTRICT with a copy of IRS Form W-9, Request for Certification of Federal Taxpayer Identification Number.
- h. CONTRACTOR agrees that, upon request, CONTRACTOR shall provide any documentation requested by the DISTRICT as evidence that appropriate taxes have been paid. If CONTRACTOR fails to pay appropriate taxes or to provide requested documentation, CONTRACTOR hereby agrees to indemnify the DISTRICT against any penalties and taxes levied against the DISTRICT by a taxing agency, and to reimburse the DISTRICT for such penalties and taxes.

Signature below by CONTRACTOR indicates that all parts of this Agreement have been read, understood and accepted.

Name of CONTRACTOR (Printed) Ernest Uwazie

Signature of CONTRACTOR Ernest Uwazie (electronic sig) Date April 15, 2024 Requisition # _____

DISTRIBUTION: White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator

- 6. Licenses, Permits.** CONTRACTOR represents and warrants to the DISTRICT that CONTRACTOR has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under this Agreement.
- 7. Disqualified Employees.** CONTRACTOR shall ensure that persons who perform services on DISTRICT or College property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. CONTRACTOR shall remove any persons immediately upon receiving notice from DISTRICT of the desire of the DISTRICT for the removal of such person(s).
- 8. Indemnification:** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its inspectors, project managers, trustees, officers, agents, employees, affiliates, consultants, subconsultants, volunteers and representatives, and each of them, of and from any and all liabilities, claims demands, suits, causes of action, damages, penalties, infringements of patent rights, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses, property damage, or personal injuries to or death of persons, in law or in equity, of every kind and nature whatsoever, arising out of, alleged to have arisen out of, or relating in any way to any negligent act or omission (including professional negligence, errors and omissions), recklessness or willful misconduct, on the part of CONTRACTOR, or any person or entity for whom CONTRACTOR is responsible, in connection with the work to be performed under this Agreement. CONTRACTOR's obligations hereunder shall not include claims which arise as the result of the active negligence of the DISTRICT, or the sole negligence or willful misconduct of the DISTRICT, its agents, servants or others directly responsible to the DISTRICT, or for defects in design furnished by such persons, other than CONTRACTOR and its agents, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR. It is intended that this Article shall comply with California Civil Code § 2782, et seq.
- 9. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall, at its own expense, maintain in full force insurance as set forth: Commercial General Liability, Auto Liability, Worker's Compensation, and Professional Liability (if a licensed professional). Policy limits for Commercial General Liability shall be \$1,000,000 combined single limit (per occurrence) AND A \$1,000,000, \$2,000,000 or \$3,000,000 AGGREGATE as prescribed by the DISTRICT for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. The DISTRICT shall be named as an additional insured on CONTRACTOR's policies. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT. CONTRACTOR's insurance coverage shall be primary insurance with respect to the DISTRICT. Any insurance or self-insurance maintained by DISTRICT shall be in excess of CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR's insurer shall agree to waive all right of subrogation against the District, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the DISTRICT. At least fifteen (15) days prior to commencing work under this Agreement, CONTRACTOR shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section.
- 10. Equal Employment Opportunity.** CONTRACTOR agrees not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, disability, age, veteran status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, or marital status; or citizenship.
- 11. Compliance with Laws; Attorneys Fees; Successors.** CONTRACTOR shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. To the extent the work concerns the repair or renovation of one or more roofs, and the content of the scope of work triggers the duties set forth in Public Contract Code Section 3000 et seq. relating to Roofing Projects, as defined therein, the parties agree that they shall fully comply with the legal requirements set forth therein. This Agreement shall be governed by the laws of the State of California without regard to its choice of law provisions. Venue shall be in the County where the work is performed. In any civil action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.
- 12. Assignment Prohibited.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 13. General Safety Orders.** All materials, supplies and services sold to DISTRICT shall conform to the general safety orders of the State of California. Except as otherwise provided in this Agreement, all materials must be new and of the best quality of their respective kinds.
- 14. Time.** Time is of the essence in this Agreement.
- 15. Public Works Projects.** CONTRACTOR must comply with all statutes, regulations, laws, and ordinances applicable to, and governing, California public works projects including, without limitation, all applicable provisions of the Public Contract Code, Labor Code and all requirements regarding the payment of prevailing wages.
- 16. Costs.** Except as otherwise provided for in this Agreement, the DISTRICT shall not reimburse CONTRACTOR for any business expenses, surcharges, or other costs.
- 17. Work Authorization.** Prior to DISTRICT's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. department; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. The DISTRICT shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 18. Warranty.** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor covered by this Agreement shall conform to the requirements set forth or incorporated into this Agreement and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor covered by this Agreement will be fit and sufficient for the particular purposes intended by DISTRICT. Unless agreed upon otherwise between DISTRICT and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by the DISTRICT; or (c) any warranty period provided under any applicable California law. CONTRACTOR represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, DISTRICT will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
- 19. Waiver.** CONTRACTOR agrees that a waiver by DISTRICT of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Similarly, the acceptance by DISTRICT of the performance of any work or services by CONTRACTOR and/or the failure of the DISTRICT to object to any aspect of the work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this Agreement.
- 20. CERTIFICATION.** CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.