



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Purchase Agreement #adsf

This Agreement for the purchase of certain “Goods and Services” is made by and between the Rancho Santiago Community College District (hereinafter “District”), a California community college district and political subdivision of the State of California, located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of **Enter College and Department or District** and **Enter Supplier Name**, a **Select Supplier’s Entity**, having its principal place of business located at **Enter Supplier’s Address** (hereinafter “Supplier”).

1. Statement of Work

Supplier agrees to provide the Goods and/or Services as more fully described in Attachment A: Statement of Work, referencing this Agreement number, and any and all incorporated documents at the prices set forth herein. District is not obligated to purchase a minimum amount of Goods and/or Services from Supplier. Nothing in the Statement of Work will be construed to prevent District from entering into similar agreements with any third parties, including, without limitation, other parties that may be in competition with Supplier.

2. Term

The term of the Agreement shall be in accordance with the applicable Statement of Work referencing this Agreement number and is subject to earlier termination as provided below. This Agreement may be extended upon the mutual written agreement of the parties.

3. Purchase Order

Unless otherwise provided in this Agreement, Supplier may not begin providing Goods and/or Services, including access or licenses, until District approves a Purchase Order for said Goods and/or Services. District does not make payments in advance of the completion of delivery of Goods and Services.

4. Invoices

Supplier shall be required to submit an invoice in accordance with Section 3 of the General Terms and Conditions to AP@RSCCD.edu.

All payment terms shall be Net 30.

5. Notices

In accordance with Article 16 of the General Terms and Conditions, notices shall be given by personal service or overnight courier service or by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid to the addresses specified below.

To District, regarding all matters, to the address below:

Name	ATTENTION: VICE CHANCELLOR OF BUSINESS SERVICES
Office	Rancho Santiago Community College District
Address	2323 N. Broadway, Santa Ana, CA 92706

With a copy to the applicable College Vice President or Assistant Vice Chancellor:

Name & Title	Enter Administrator name and title
Department and College	Enter Department and College
Address	Enter Address

With a copy to the applicable Department Administrator:

Name & Title	Enter Administrator name and title
Department and College	Enter Department and College
Phone	Enter Phone number
Email	Enter Email address
Address	Enter Address

For matters related to breach of Data Protection Exhibit, send a copy to

Name	ATTENTION: Assistant Vice Chancellor, Information Technology Services
Office	Rancho Santiago Community College District
Address	2323 N. Broadway, Santa Ana, CA 92706

To Supplier:

Name & Title	Enter Supplier's contact's name and title for notice
Company	Enter Company name
Phone	Enter phone number
Email	Enter Email address
Address	Enter Address

6. Federal Funding

Are federal and/or state funds being utilized for this Agreement? Yes

7. Follow-on Restriction

If the Goods and/or Services involve consulting services, Supplier understands and agrees that Supplier cannot later be considered for any contract work to perform "required, suggested, or otherwise deemed appropriate" service flowing out of the consulting services performed pursuant to this Agreement.

8. Insurance

Supplier shall deliver the PDF version of the Certificate of Insurance and all additional insured endorsements to Purchasing Services at purchasing@rscgd.edu by email with the following text in the subject field: CERTIFICATE OF INSURANCE – **Enter Supplier’s Name**.

9. Record Keeping

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977 (Civil Code §§ 1798 through 1798.78), which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between District and Supplier, records will normally become District’s property, and subject to state law and District policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

10. Incorporated Documents

The following documents are incorporated and made a part of the Agreement by reference as if fully set forth herein, listed in the order of precedence following the Agreement:

- Attachment A Statement of Work
- General Terms and Conditions, dated November 9, 2023
- Data Protection Exhibit ****Contracts Management Services will delete if inapplicable
- Service Level Agreement Exhibit **** Contracts Management Services delete if inapplicable
- Governmental Accounting Standards Board Statement No. 96 Form (hereinafter “GASB SBITA form”) **** Contracts Management Services delete if inapplicable
- Other (specify): **Enter Additional Attachments or “N/A” if inapplicable**

General Purchase Terms and Conditions can be found here:

https://www.rscgd.edu/Departments/BusinessServices/Documents/General%20Purchase%20Terms%20and%20Conditions%20V1_11092024.pdf

11. Entire Agreement

This Agreement, including all incorporated documents, contain the entire agreement between the parties and supersede all prior written or oral communications or agreements with respect to the subject matter herein.

The Agreement is signed below by the parties’ duly authorized representatives and shall be deemed executed as of the date of the final signature below.

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

ENTER SUPPLIER

Signature Date

Signature of Supplier Date

Enter Signatory Name and Title

Name, Title

Name, Title

ATTACHMENT A: STATEMENT OF WORK

This Statement of Work (“SOW”) is issued pursuant to Purchase Agreement or Bid Number #Enter Contract Number/Bid number or “N/A” if inapplicable between District and Supplier this SOW is attached and hereby made a part of (“Agreement”).

1. Term of SOW

This SOW will begin on Enter start date of work (“Effective Date”), or until the issuance of a valid and applicable purchase order, whichever is later, and continue through Enter end date of work (“Expiry Date”). This SOW may not be renewed or otherwise amended except as set forth in the Agreement.

2. Description of Goods and/or Services and Completion Timeframe

-----To insert additional lines in the table below, click on the blue + sign at the end of the line item.-----

Supplier Obligations				
Line Item	Deliverables	Description	Completion Date or Timeframe	Cost
1	Insert each tangible work product that is to be delivered from Supplier. For example, a “license” or the name of the good or service	Enter detailed information of the good and/or services	Specific dates are best; can be stated as “Week 1”, “Week 2”, etc.	Insert the dollar value of each deliverable.

3. Pricing, Invoicing Method, and Settlement Method and Terms

Pricing is addressed below. ----Insert accordingly----

- a) “Fixed Price Services” to be rendered under this SOW, including Goods and/or Services to be provided as part of Fixed Price Services, are described in this section as: Insert Fixed Price Here

----OR----

- b) “Time and Materials Services” to be rendered under this SOW, including Goods and/or Services to be provided as part of Time and Materials Services are not to exceed: Insert not to exceed dollar amount here
- c) The rates applicable to each person who will render Time and Materials Services are as follows:

-----To insert additional lines in the table below, click on the blue + sign at the end of the line item.-----

Name of Person Rendering Services	Rate per Hour/Day	Estimated Duration	Extended Cost of Fees (in USD)
Enter Name	Can include time and materials using hourly rate, whether there is a “not to exceed” cap, or a flat fee	Specify duration (e.g., 120 hours, 3 months, or 1 year	Specify dollar amount
Estimated Maximum Cost:			Specify max cost

- d) **OPTIONAL:** Outline payment schedule as needed: what percent must be paid at what times, including milestones. Otherwise, simply put “N/A”.

4. District Obligations

Include appropriate language such as “District will provide...” or put “N/A” if inapplicable

5. Place(s) of Performance

Indicate where the Services will be provided or the Goods will be delivered. Examples are “Remote Services”, “On XXX campus”, etc.

6. Key Personnel

Supplier’s Account Manager is listed below, is subject to District approval, and has overall responsibility for managing the District/Supplier relationship:

Name & Title	Enter Supplier Account Manager name and title.
Company	Enter Supplier Company name.
Phone	Enter Supplier phone number.
Email	Enter Supplier email.
Address	Enter Supplier address.

Subcontractors authorized to provide Goods and/or Services under this SOW:

Name of Subcontractor	Goods and/or Services the Subcontractor will provide
Enter Subcontractor name or N/A.	Enter Subcontractor’s services or N/A.

The District’s contact, responsible for acceptance/rejection of project results/deliverables, is:

Name & Title	Enter RSCCD Project Manager Name and Title.
College & Department	Enter RSCCD College & Department Name.
Phone	Enter RSCCD phone number.
Email	Enter RSCCD email address.
Address	Enter RSCCD address.

7. Acceptance Criteria and Testing

If applicable, provide details of the Acceptance Criteria and testing which each Good and/or Service must meet and any milestone for any Good and/or Service in order for the District to accept completion of the Good and/or Service. If not, enter “N/A”.

8. Changes to the Statement of Work

District may desire to change the Goods and/or Services following execution of this SOW. If so, District will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier’s receipt of District’s Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in

good faith will provide District with a written, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of District's Amendment. District will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether District accepts Supplier's assessment of the costs, expenses, and timeline for completion. After written acceptance by the District and approval of the Amendment by the District's Board of Trustees, District will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment. All other terms and conditions of the Agreement shall remain in full force and effect.

---END STATEMENT OF WORK---