

**LOS RIOS COMMUNITY COLLEGE DISTRICT**

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

**PURCHASE ORDER NO  
CHANGE ORDER**

**0001070827**

*PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS  
AND CONDITIONS.*

Date	Revision	Page
03/22/2013	2 - 06/17/2013	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:		
769134 BATTERSHELL POONV		

**Vendor:** 0000033814  
AFFARI PROJECT LLC  
2308 BRIGADOON COURT  
VIRGINIA BEACH VA 23455-1917

**Phone:** (202) 643-9322

**email:**

**Ship To:** FOLSOM LAKE COLLEGE  
RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM CA 95630  
United States

**Bill To:** 1919 Spanos Court  
Sacramento CA 95825-3981  
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	CONSULTATION & RECOMMENDATIONS FOR THE FLC INSIDER FOR 12 HOURS AT \$90 EACH HOUR	12.00	EA	90.00	1,080.00	03/28/2013
JOB INCLUDES : 1. DESIGN/USER INTERFACE NEEDS 2. SEARCH FUNCTION CAPABILITIES 3. CONTENT MANAGEMENT 4. NAVIGATION/MEMU ARCHITECTURE 5. SECURITY/PERMISSIONS 6. FILE MANAGEMENT 7. CMS DESIGN						
2- 1	50% DEPOSIT DUE UPON SIGNING OF PROJECT PROPOSAL, DATED MAY 1, 2013 FOR WEBSITE DESIGN & DEVELOPMENT PACKAGE - PHASE II, ITEM A OF ADDENDUDUM TO SERVICE AGREEMENT # 45426.	1.00	EA	4,525.00	0.00	CANCEL
3- 1	25% DEPOSIT DUE AT START OF WEBSITE DESIGN & DEVELOPMENT - PHASE II, ITEM A OF ADDENDUDUM TO SERVICE AGREEMENT # 45426.	1.00	EA	2,262.50	0.00	CANCEL
4- 1	25% BALANCE UPON COMPLETION OF WEBSITE DESIGN & DEVELOPMENT - PHASE II, ITEM A OF ADDENDUDUM TO SERVICE AGREEMENT # 45426.	1.00	EA	2,262.50	0.00	CANCEL
5- 1	MAINTENANCE SERVICES FOR WEBSITE DESIGN & DEVELOPMENT - FROM NOVEMBER 1, 2013 - MARCH 31, 2014 PHASE II, ITEM B OF ADDENDUDUM TO SERVICE AGREEMENT # 45426	1.00	EA	1,350.00	0.00	CANCEL

ENCLOSE SERVICE AGREEMENT # 45426 DATED 3/1/13

4/2/13 - VP  
UPDATE THE VENDOR NAME  
AS PER JENNIFER ALFORD'S EMAIL DATED 4/1/13

DO NOT SEND CHANGE ORDER TO VENDOR

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

*[Handwritten Signature]* 06/17/13

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATASHEETS (MSDS) must be provided with the delivery of product as required by law.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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FAX: (916) 568-3145

**PURCHASE ORDER NO  
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**0001070827**

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AND CONDITIONS.*

<b>Date</b>	<b>Revision</b>	<b>Page</b>
03/22/2013	2 - 06/17/2013	2
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>
NET 30	Shipping Point	Best Metho
<b>Reference:</b>		
769134 BATTERSHELL POONV		

**Vendor:** 0000033814  
AFFARI PROJECT LLC  
2308 BRIGADOON COURT  
VIRGINIA BEACH VA 23455-1917

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**email:**

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United States

**Bill To:** 1919 Spanos Court  
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United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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5/23/13 - VP

LINES 2 TO 5 - ADD

SERVICE AGREEMENT NO. 45426 INCLUDES: ORIGINAL SERVICE AGREEMENT DATED 3/20/2013 AND ADDENDUM TO SERVICE AGREEMENT DATED MAY 16, 2013 WITH PROJECT PROPOSAL/ SCOPE OF WORK DATED MAY 1, 2013.

PAYMENT SCHEDULE:

LINE# 1 CONSULTATION SERVICES COMPLETED, INVOICE# 2012-193  
LINE# 2 50% DUE UPON SIGNING OF PROJECT PROPOSAL, INVOICE# 2012-261  
LINE# 3 25% DUE AT START OF DEVELOPMENT - VENDOR TO INVOICE  
LINE# 4 25% DUE UPON DEVELOPMENT COMPLETION - VENDOR TO INVOICE  
LINE# 5 MAINTENANCE SERVICES - VENDOR TO INVOICE

REQUESTED BY K. KIRKLIN 5/17/13

AS PER BRENDA HANEY'S EMAIL DATED 5/17/13

ENCLOSE PROJECT PROPOSAL DATED 5/1/13

6/17/13 LINES 2 TO 5 CANCEL EFFECTIVE 6/6/13 PER J HARMAN 6/6/13.

SERVICE AGREEMENT # 45426 INCLUDES : ORIGINAL SERVICE AGREEMENT DATED 3/20/13

CANCEL EFFECTIVE 6/6/13 - ADDENDUM TO SERVICE AGREEMENT DATED MAY 16, 2013 WITH PROJECT PROPOSAL/SCOPE WORK DATED MAY 1, 2013.

PAYMENT SCHEDULE LINE 1 CONSULTATION SERVICES COMPLETED, INVOICE # 2012-193-PAYMENT AUTHORIZED.

**Sub Total Amount**

1,080.00

**Sales Tax Amount**

0.00

**Total PO Amount**

1,080.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5100	11	FL.VA.PISO	60100	00000	101E	1,080.00	2013

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Authorized Signature**

*[Handwritten Signature]* 06/17/13

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**MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.**

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**PURCHASE ORDER NO  
CHANGE ORDER****0001070827***PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS  
AND CONDITIONS.*

<b>Date</b> 03/22/2013	<b>Revision</b> 2 - 06/17/2013	<b>Page</b> 3
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Metho
<b>Reference:</b> 769134 BATTERSHELL POONV		

**Vendor:** 0000033814  
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 2308 BRIGADOON COURT  
 VIRGINIA BEACH VA 23455-1917

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**Bill To:** 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

**Tax Exempt?** N

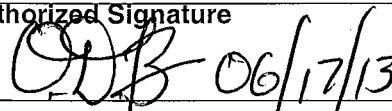
Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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Verification of this purchase order can be made using the Los Rios Community College District web site listed below.  
 If you have any questions, please contact the Purchasing Office at (916) 568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Authorized Signature**

 06/17/13

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**PURCHASE ORDER NO  
CHANGE ORDER**

**0001070827**

Date	Revision	Page
03/22/2013	1 - 05/23/2013	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
769134 BATTERSHELL POONV	04ADMN	

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 VIRGINIA BEACH VA 23455-1917  
  
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JOB INCLUDES : 1. DESIGN/USER INTERFACE NEEDS 2. SEARCH FUNCTION CAPABILITIES 3. CONTENT MANAGEMENT 4. NAVIGATION/MEMU ARCHITECTURE 5. SECURITY/PERMISSIONS 6. FILE MANAGEMENT 7. CMS DESIGN					
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3- 1	25% DEPOSIT DUE AT START OF WEBSITE DESIGN & DEVELOPMENT - PHASE II, ITEM A OF ADDENDUDUM TO SERVICE AGREEMENT # 45426.	1.00 EA	2,262.50	2,262.50	05/23/2013
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ENCLOSE SERVICE AGREEMENT # 45426 DATED 3/1/13

4/2/13 - VP  
 UPDATE THE VENDOR NAME  
 AS PER JENNIFER ALFORD'S EMAIL DATED 4/1/13

DO NOT SEND CHANGE ORDER TO VENDOR

*5/23/13  
 Pending Final  
 DO Approval & Signature  
 Pending Pmt for  
 lines 1 and 2.*

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Unauthorized**

**PURCHASE ORDER NO 0001070827  
CHANGE ORDER**

<b>Date</b>	<b>Revision</b>	<b>Page</b>
03/22/2013	1 - 05/23/2013	2
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Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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5/23/13 - VP

LINES 2 TO 5 - ADD

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 LINE# 5 MAINTENANCE SERVICES - VENDOR TO INVOICE  
 REQUESTED BY K. KIRKLIN 5/17/13  
 AS PER BRENDA HANEY'S EMAIL DATED 5/17/13

<b>Sub Total Amount</b>	11,480.00
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	11,480.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5100	11	FL.VA.PISO	60100	00000	101E	11,480.00	2013

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

**Unauthorized**

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## Change Order Request

**PAGE 1 of 2**

PO # 0001070827

Request Date: May 16, 2013

College/Dept: FLC

Vendor Name AFFARI PROJECT LLC

Vendor # 0000033814

(one PO per request)

**ADD TO PO:**

**LINE# 2**

QTY: 1 UOM: EA UNIT PRICE: \$4525.00

**DESCRIPTION:**

50% DEPOSIT DUE UPON SIGNING OF PROJECT PROPOSAL, DATED MAY 1, 2013 FOR WEBSITE DESIGN & DEVELOPMENT PACKAGE – PHASE II, ITEM A OF ADDENDUDUM TO SERVICE AGREEMENT # 45426.

**LINE# 3**

QTY: 1 UOM: EA UNIT PRICE: \$2262.50

**DESCRIPTION:**

25% DEPOSIT DUE AT START OF WEBSITE DESIGN & DEVELOPMENT – PHASE II, ITEM A OF ADDENDUDUM TO SERVICE AGREEMENT # 45426.

**LINE# 4**

QTY: 1 UOM: EA UNIT PRICE: \$2262.50

**DESCRIPTION:**

25% BALANCE UPON COMPLETION OF WEBSITE DESIGN & DEVELOPMENT – PHASE II, ITEM A OF ADDENDUDUM TO SERVICE AGREEMENT # 45426.

**LINE# 5**

QTY: 1 UOM: EA UNIT PRICE: \$1,350.00

**DESCRIPTION:**

MAINTENANCE SERVICES FOR WEBSITE DESIGN & DEVELOPMENT – FROM NOVEMBER 1, 2013 – MARCH 31, 2014 PHASE II, ITEM B OF ADDENDUDUM TO SERVICE AGREEMENT # 45426.

**BUDGET:** GENFD 5100 11 FL.VA.PISO 60100 00000 2013 101E

DO NOT SEND CHANGE ORDER TO VENDOR

New PO Total = \$11,480.00

## Change Order Request

**PAGE 2 of 2**

PO # 0001070827

Request Date: May 16, 2013

College/Dept: FLC

Vendor Name AFFARI PROJECT LLC

Vendor #0000033814

### **PO COMMENTS TO BE ADDED:**

**SERVICE AGREEMENT NO. 45426 INCLUDES: ORIGINAL SERVICE AGREEMENT DATED 3/20/2013 AND ADDENDUM TO SERVICE AGREEMENT DATED MAY 16, 2013 WITH PROJECT PROPOSAL/ SCOPE OF WORK DATED MAY 1, 2013.**

### **PAYMENT SCHEDULE:**

LINE# 1       CONSULTATION SERVICES COMPLETED, INVOICE# 2012-193 ENCLOSED  
LINE# 2       50% DUE UPON SIGNING OF PROJECT PROPOSAL, INVOICE# 2012-261 ENCLOSED  
LINE# 3       25% DUE AT START OF DEVELOPMENT - VENDOR TO INVOICE  
LINE# 4       25% DUE UPON DEVELOPMENT COMPLETION – VENDOR TO INVOICE  
LINE# 5       MAINTENANCE SERVICES – VENDOR TO INVOICE

OTHER: Requested by K. Kirklin 5/17/13

Completed should be forwarded via e-mail by an **authorized signer** to the **DO – Purchasing** mailbox.

Change Order  
PO. 1070887  
S.A. # 45426

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

ARC  CRC  DO   FLC  FM  SCC  OTHER \_\_\_\_\_

Agreement/Contract With: The Affair Project LLC

Subject Matter: Website Design & Development  
Consultation

This agreement consists of the following documents:

Project Proposal

Funding Source: College Canyon Amount \$ 10,400<sup>00</sup>  
101E

GENED 5100 11 FL VA PISO 60100 0000 101E  
**Approved as to Substance (Originator)**

By: Kathleen Kubler Date: 5/10/13  
*Area Manager/Supervisor*

(Print Name)

**College VPA, DO, FM, Director**

By: Kathleen Kubler Date: 5/10/13

(Print Name)

**General Services**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Director, General Services*

**Approved as to Form: (When necessary)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*General Counsel*

**Los Rios Community College District**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Deputy Chancellor*





ADDENDUM TO SERVICE AGREEMENT NO. 45426  
May 16, 2013

1. Scope of Work.  
Phase II - Website Design & Development Consultation  
May 16, 2013 through March 31, 2014  
Scope of work details are outlined in Project Proposal – Website Design & Development Consultation (Phase II)
2. Compensation: Phase II - \$10,400.00
  - a. Development package (May 16 to November 1, 2013): \$9,050
  - b. Maintenance (November 1, 2013 to March 31, 2014): \$1,350.00
3. Payment terms: 50% due upon signing of project proposal, 25% at start of Development, 25% upon completion of Development. Contract must submit an invoice before payments can be processed.
4. Integration, Amendments.  
Project Proposal – Website Design & Development Consultation dated May 1, 2013 are part of Service Agreement No. 45426

All other terms and conditions of Service Agreement No. 45426 remain the same.



# Project Proposal

## *Website Design & Development Consultation*

**Prepared For:**

Folsom Lake College

**Prepared by:**

David Sudarma, Creative Director

Daman Stancill, Client Specialist

May 1, 2013



# Executive Summary

Greetings Matthew,

We're excited to be moving into the next phase of the Insider project with you. We truly believe this will be a big step forward for the Insider as well as for the faculty and staff who utilize this tool day in and day out. We have prepared this proposal with the necessary elements discovered in our discovery and implementation document. We anticipate ~~anticipate~~ a successful launch as we work with you and your team through this entire process. If you have any questions or concerns, do not hesitate to contact me or any of our team members. We're happy to be a resource to you and your staff.

Best regards,

David Sudarma  
Creative Director  
The Affari Project



# Project Scope

The following areas are covered by the scope of the Folsom Lake College Insider project. Per the discoveries made in the implementation plan, these are the areas being proposed for development and consultation. Each area will be addressed per the guidelines and specifications defined in the implementation plan.

## Application Development:

The following applications will be programmed and integrated to create the Insider website. They will be integrated with each other and with the various systems required to create a fully integrated experience. Each application will be optimized for speed and expansion.

- Wordpress
- W3 Total Cache
- Active Directory Integration
- Google Apps Integration (Drive - Docs, Sheets, Slides)
- Zend Google Data API
- Enhanced Wordpress Search
- Gravity Forms

## Consultation:

- **Information Architecture Consultation** - Folsom Lake College's team will work with the Affari Project team to architect and organize the various parts of the Insider website. While FLC staff will be responsible for compiling the needed information, Affari will give guidance to the process throughout the entire IA phase.
- **Design Consultation** - The Affari Project's design team will provide feedback as well as design ideas and suggestions to the FLC design staff. The design consultation provided will take into account the underlying architecture and usability of the site along with the overall esthetic.



## **Retainer (Maintenance):**

**Training & On Going Development** - Upon completion of development, Affari's team will kick off the site launch with an in depth training session. Following training, Affari staff will be available to answer questions via telephone and email. As time goes on, Wordpress and associated applications will release updates. Affari's development team will ensure that these updates are installed properly. Ultimately the retainer will allow Affari's team to be a total resource for any needs surrounding the Insider website both from a development and support perspective. Based on the proposed retainer plan, up to 10 hours of time may be rolled over at any given month.

## **Understanding of FLC's responsibilities:**

- Static design of all needed pages and elements
- Provide information necessary during Information Architecture phase
- Updating and Adding all content
- Provide a server that meets the requirements of the mentioned plugins and applications
- Provide the necessary access needed for Affari's team to develop the Insider site
- Questions asked by the Affari will need to be answered within 24-48 hours to ensure Affari's ability to maintain the timeline at hand.

## **Timeline**

The Affari team will follow the timeline sent to us by Matt on April 29, 2013.



# Budget

## Cost and Outline: Educational Institution

This package includes all items that are discussed above. The cost of this package is \$9,050.00 which is paid as follows: 50% upon signing, 25% at the start of Development and 25% upon Development completion. Should the number of hours for consultation need to be increase, we will bill overages on the next planned billing cycle. Below are the cost details of the project:

Development Package	Quantity	Unit Price	Cost
Information Architecture	10	\$90.00	\$900.00
Design Consultation	10	\$90.00	\$900.00
Development	1	\$7,250.00	\$7,250.00
<b>Total</b>			<b>\$9,050.00</b>

Ongoing Monthly Retainer	Quantity	Unit Price	Cost
Minimum Number of Estimated Ongoing Maintenance Hours Begins November 2013 (anticipated launch)	15	\$90.00	\$1,350.00
<b>Total</b>			<b>\$1,350.00</b>

Thank you for this opportunity to be of service to you. We look forward to working with you and will do our best to ensure that everyone working on behalf of Affari provides you with the highest quality services in a responsive and efficient manner. Please do not hesitate to call us at any time, if you have any questions.

Best Regards,

David Sudarma



# Terms & Conditions

## Ownership of Artwork

Until full payment has been made, The Affari Project, LLC retains ownership of all original artwork, program codes or parts contained therein, whether preliminary or final. Upon full payment, the client shall obtain ownership of the final artwork and program codes to use and distribute as they see fit. The Affari Project, LLC retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable the client will be given any necessary credit for usage of the project elements.

## Production and Delivery of Project

The client will assume any shipping or insurance costs related to the project. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval from client and The Affari Project, LLC. The Affari Project, LLC shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of The Affari Project, LLC. If such event(s) occur, it shall entitle The Affari Project, LLC to extend the completion/delivery date, by the time equivalent to the period of such delay. If delays are caused by the client and extended beyond 45 days past the given phase, a fee may be assessed at the discretion of The Affari Project.

## Third Party Shipping

In the event any material necessary for the production of the project must be shipped to a third party for additional processing, typesetting, photographic work, color separation, press work, or binding, The Affari Project, LLC will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

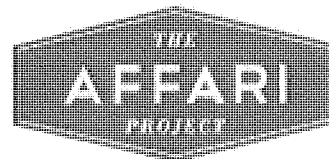
## Web Hosting

The client understands that any web hosting services require a separate contract with a web hosting service company. The client agrees to select a web hosting service which allows The Affari Project, LLC full access to the web site directory, web database, and web scripting programs via FTP and Shell. The client further understands that the web hosting company must have the required technologies available for use as specified in the site outline. Maintenance contracts may or may not necessitate a separate contract with a web hosting company. The client shall not hold The Affari Project responsible for any delays or errors on the part of the web hosting company.

## Claims Period

Claims for defects, damages, and/or shortages must be made by the client in writing within a period of <sup>thirty (30) KK</sup> ~~fifteen (15)~~ days after delivery of all or any part of the agreed project. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.

Web hosting fees and any information to be used on the final web site shall be paid for by the client. All publicly viewable files and artwork will be compatible with the all standard HTML5 browsers (Google Chrome, Firefox and Internet Explorer 9). The Affari Project, LLC is not responsible for any errors that may occur in the display of the web site due to modifications by any other party.



Upon final approval of the design, no further revisions or changes to it will be done (any changes outside of text) or allowed. A revision is a request for change to the web site by the client after the client has already approved that particular part, phase or aspect of the web site.

### **Proofing of the Final Project**

It is agreed that it is the client's responsibility to ensure that there are no spelling or grammatical errors contained in the final product. It is agreed that the designer is not responsible or held liable for any errors contained in the final product after the final product has been committed to print or posted in view of the public.

### **Cancellation**

In the event of cancellation of the project, ownership of all copyrights, original artwork, programming code, disks, and any electronic files shall be returned and retained by The Affari Project, LLC, any made payments will be the possession of The Affari Project, LLC and will not be refunded to the client.

### **Acceptance of Agreement**

Upon signing this agreement and receipt of first payment the contract terms and conditions as well as all other terms specified in this document are agreed upon and will be executed appropriately.

### **SEEN, ACKNOWLEDGE, AND AGREE:**

I have read and understand the conditions set forth in this letter and agree to them on this \_\_\_\_ day of \_\_\_\_\_, 2013.

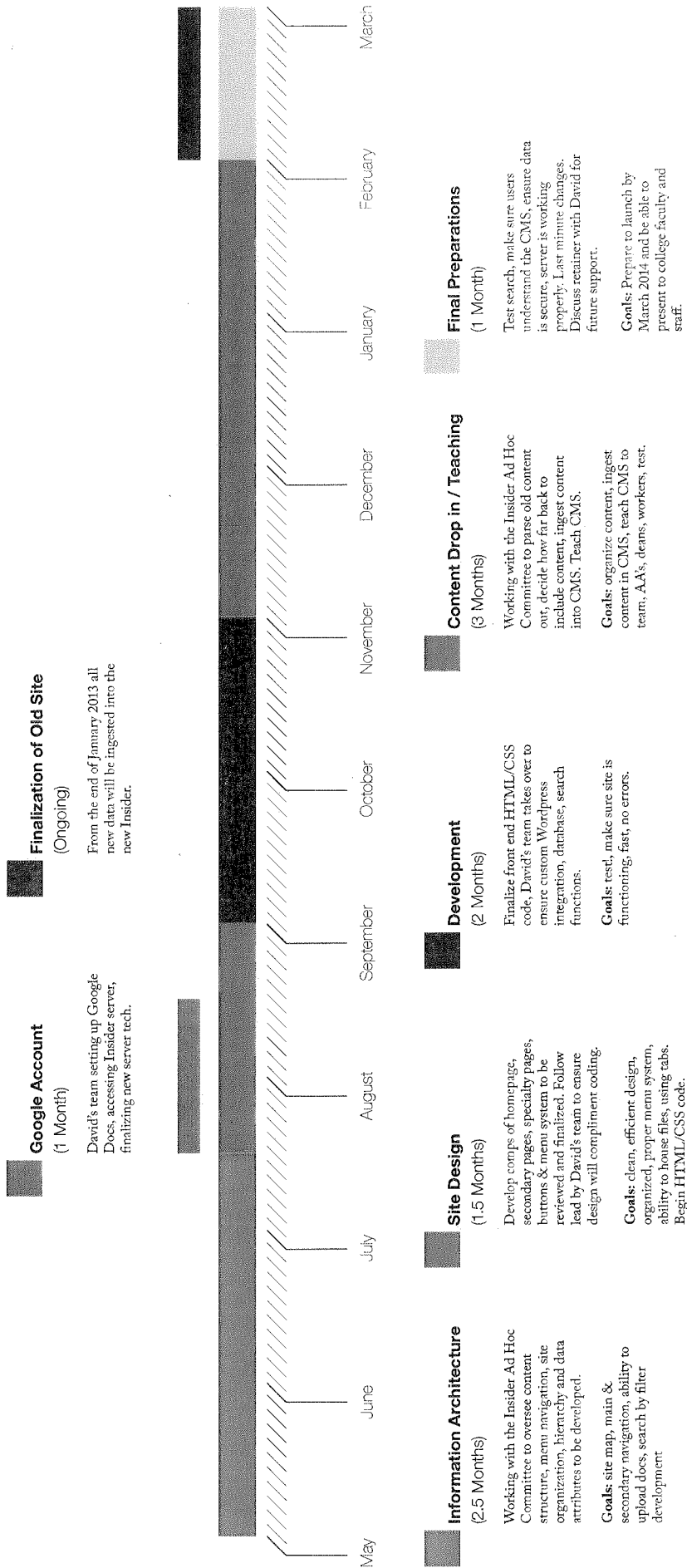
\_\_\_\_\_  
By: \_\_\_\_\_  
Folsom Lake College

\_\_\_\_\_  
David Sudarma  
The Affari Project



# Insider Redesign

## Timeline



# Invoice

## The Affari Project

PO Box 55200  
Virginia Beach, VA  
23471-9200



www.affariproject.com

hello@affariproject.com

202.643.9322

**Bill To:**

Kathleen Kirklin  
Folsom Lake College  
kirklik@flc.losrios.edu

PO Number: 0001070827

Date	Invoice No.
05/16/13	2012-261

Terms	Project
Net 15	

Item	Description	Quantity	Rate	Amount
Project Payment	First Half of Consultation and Development Agreement	0.5	9,050.00	4,525.00T
			0.00	0.00
<div data-bbox="94 1669 1104 1906" data-label="Text"> <p>Thank you for choosing The Affari Project. We are excited to continue to provide you with the best business and web development services and look forward to working with you in the future!</p> <p>Best Regards, The Affari Project Team</p> </div>				
			<b>Total</b>	<b>\$4,525.00</b>

# Invoice

## The Affari Project

PO Box 55200  
Virginia Beach, VA  
23471-9200



www.affariproject.com

hello@affariproject.com

202.643.9322

**Bill To:**

Kathleen Kirklin  
Folsom Lake College  
kirklik@flc.losrios.edu

PO Number: 0001070827

Date	Invoice No.
03/05/13	2012-193

Terms	Project
Net 15	

Item	Description	Quantity	Rate	Amount
Consulting	Due Diligence and Development Analysis for Folsom Lake College	12	90.00	1,080.00
			0.00	0.00
<div data-bbox="94 1669 1104 1906" data-label="Text"> <p>Thank you for choosing The Affari Project. We are excited to continue to provide you with the best business and web development services and look forward to working with you in the future!</p> <p>Best Regards, The Affari Project Team</p> </div>				
			<b>Total</b>	<b>\$1,080.00</b>

**LOS RIOS COMMUNITY COLLEGE DISTRICT**

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

**PURCHASE ORDER NO**

**0001070827**

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date	Revision	Page
03/22/2013		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
769134 BATTERSHELL POONV	04ADMM	

**Vendor:** 0000033814  
 AFFARI PROJECT LLC  
 2308 BRIGADOON COURT  
 VIRGINIA BEACH VA 23455-1917

**Phone:** (202) 643-9322

**email:**

DO NOT SEND TO VENDOR

**Ship To:** FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630  
 United States

**Bill To:** 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	CONSULTATION & RECOMMENDATIONS FOR THE FLC INSIDER FOR 12 HOURS AT \$90 EACH HOUR	12.00	EA	90.00	1,080.00	03/28/2013

JOB INCLUDES :

1. DESIGN/USER INTERFACE NEEDS
2. SEARCH FUNCTION CAPABILITIES
3. CONTENT MANAGEMENT
4. NAVIGATION/MEMU ARCHITECTURE
5. SECURITY/PERMISSIONS
6. FILE MANAGEMENT
7. CMS DESIGN

ENCLOSE SERVICE AGREEMENT # 45426 DATED 3/1/13

4/2/13 - VP  
 UPDATE THE VENDOR NAME  
 AS PER JENNIFER ALFORD'S EMAIL DATED 4/1/13

DO NOT SEND CHANGE ORDER TO VENDOR

Sub Total Amount	1,080.00
Sales Tax Amount	0.00
Total PO Amount	1,080.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VA.PISO	60100	00000	101E	1,080.00	2013

DO NOT SEND TO VENDOR

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature  


Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

## PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all **claims**, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR 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.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD 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. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD'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 of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD 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.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order 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 will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD 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 LRCCD; or (c) any warranty period provided under any applicable California law.

# Los Rios Community College District

## Requisition

Page      of     

Req. No. **769134**  
P.O. NO.           

Vendor Code            DATE 2/28/2013

Approved            VENDOR The Affari Project, LLC

Terms            ADDRESS P.O. Box 55200

F.O.B.            CITY Virginia Beach STATE VA ZIP 23471

PHONE (202) 643-9322 FAX           

DELIVERY INSTRUCTIONS

**04FLCADMIN**  
Location Code

**FLC**                      **ADMIN**  
College/District Location      Department

Division            Date Required           

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. <b>DO NOT USE A SECOND REQUISITION.</b>					
1	Consultation & Recommendations for the	12	hour	90.00	1,080.00
2	FLC Insider includes:				
3	Design/User Interface Needs				
4	Search Function Capabilities				
5	Content Management				
6	Navigation/Menu Architecture				
7	Security/Permissions				
8	File Management				
9	CMS Design				
10					
11					
12					
13					
Purchases Charged to Categorical Programs, Grants or Special Projects					SalesTax
This purchase is in compliance with the requirements of <u>          </u> Program Name					
Program Director/Coordinator Signature <u>          </u> For grants/special projects Project/Grant Number <u>          </u>					<b>Total</b> <b>1,080.00</b>

Program Goal/Objective Number/Explanation           

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: Matthew Battershell      TYPED/PRINT      DATE 2/28/2013

REQUESTED BY: Matthew Battershell      SIGNATURE      DATE 2/28/13

AUTHORIZED: Kathleen Kurbles      DEAN OR AUTHORIZED SIGNATURE      DATE 2/28/13

APPROVED:                 VICEPRESIDENT, ADMINISTRATION      DATE           

GENFD / 5100 / 11 / FL.VA.PISO

Bus. Unit	Account*	Fund	Org	Amount
60100	00000	2013	101E	\$ 1,080.00
Program	Sub-Class	BY	Proj/Grnt	Amount
Bus. Unit	Account*	Fund	Org	\$
Program	Sub-Class	BY	Proj/Grnt	Amount

\* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code            Dept.           

Building            Room No.           

**Instructions on Reverse**

3/20/13 to DC

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. 45426

Attachment to Purchase Order No. \_\_\_\_\_

This Agreement entered this 1st day of March by and between the Los Rios Community College District (District) and  
(CONTRACTOR), The Affari Project LLC CONTRACTOR No. \_\_\_\_\_ Social Security No. \_\_\_\_\_

Business Name (if different) \_\_\_\_\_ FIN No. 45-4553419

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

Telephone No. (202) 643-9322 (SSN or FIN No. must be provided for payment)

Address P.O. Box 55200 City and State Zip Virginia Beach, VA 23471-9200

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) 3/20/13 to (date) 4/30/13. 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.

2. **Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$1,080.00 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: NET 30 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: Project Proposal. All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

5. **Independent CONTRACTOR not Agent.**

- 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.
- 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.
- 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.
- 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.
- 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.
- Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.
- 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.
- 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) David Sudarma

Signature of CONTRACTOR  Date 3/20/2013 Requisition # 769134

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



# Project Proposal

*Website Design & Development Consultation*

**Prepared For:**

Folsom Lake College

**Prepared by:**

David Sudarma, Creative Director

Daman Stancill, Client Specialist

January 15, 2013





# Budget

## Cost and Outline: Educational Institution

This package includes all items that are discussed above. The cost of this package is \$1,080, which is paid upon the signing of this Proposal Letter. Below are the cost details of the package:

Description	Quantity	Unit Price	Cost
Consultation and Recommendation	12	\$90.00	\$1,080.00
<b>Total</b>			<b>\$1,080.00</b>



# Terms & Conditions

## Ownership of Artwork

Until full payment has been made, The Affari Project, LLC retains ownership of all original artwork, program codes or parts contained therein, whether preliminary or final. Upon full payment, the client shall obtain ownership of the final artwork and program codes to use and distribute as they see fit. The Affari Project, LLC retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable the client will be given any necessary credit for usage of the project elements.

## Production and Delivery of Project

The client will assume any shipping or insurance costs related to the project. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval from client and The Affari Project, LLC. The Affari Project, LLC shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of The Affari Project, LLC. If such event(s) occur, it shall entitle The Affari Project, LLC to extend the completion/delivery date, by the time equivalent to the period of such delay. If delays are caused by the client and extended beyond 45 days past the given phase, a fee may be assessed at the discretion of The Affari Project.

## Third Party Shipping

In the event any material necessary for the production of the project must be shipped to a third party for additional processing, typesetting, photographic work, color separation, press work, or binding, The Affari Project, LLC will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

## Web Hosting

The client understands that any web hosting services require a separate contract with a web hosting service company. The client agrees to select a web hosting service which allows The Affari Project, LLC full access to the web site directory, web database, and web scripting programs via FTP and Shell. The client further understands that the web hosting company must have the required technologies available for use as specified in the site outline. Maintenance contracts may or may not necessitate a separate contract with a web hosting company. The client shall not hold The Affari Project responsible for any delays or errors on the part of the web hosting company.

## Claims Period

Claims for defects, damages, and/or shortages must be made by the client in writing within a period of fifteen (15) days after delivery of all or any part of the agreed project. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.

Web hosting fees and any information to be used on the final web site shall be paid for by the client. All publicly viewable files and artwork will be compatible with the all standard HTML5 browsers (Google Chrome, Firefox and Internet Explorer 9). The Affari Project, LLC is not responsible for any errors that may occur in the display of the web site due to modifications by any other party.

**LOS RIOS COMMUNITY COLLEGE DISTRICT  
INDEPENDENT CONTRACTOR vs. EMPLOYEE CHECKLIST**

This questionnaire is to be used to determine if an individual is an independent contractor or employee. The individual should be consulted where necessary to answer all questions. If you believe that the individual qualifies as an independent contractor, submit a requisition, service agreement, checklist, and any explanatory attachments. The contract will not be valid until a Purchase Order is issued, and no agreements should be made nor should work commence before that time. Due consideration should be given to all questions, since the penalty to the originating department for misclassification is approximately 50% of the contract amount. For more information see the District Purchasing Guide. If you have any questions or require assistance, please contact the Director, Accounting Services at the District Office.

- |   | Y                        | N                                   |
|---|--------------------------|-------------------------------------|
| 1. Has this person ever been employed by the District? If so, please explain when and in what capacity _____  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Does the work include teaching, training, facilitating, counseling, curriculum development, workshops, seminars, or any other function related to education? If so, please explain _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Will the District exercise any control, direction or supervision of the contractor? If so, please explain _____  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to any of the above questions is "Yes" this person should be classified as an employee. If you believe that independent contractor status can still be justified, please attach a statement explaining why, and continue to question #4. If the answer to all of the above questions is "No", continue to question #4.

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 4. Must this individual perform the services (as opposed to the individual subcontracting or assigning the work to others)? Please explain to what extent the individual may or may not hire/subcontract others to do the work _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Has this individual worked for the District as an independent contractor in the past? If so, please explain the nature of past services (for what period, continuous vs. intermittent, how many hours, etc.) _____                | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Can the contractor quit for any reason other than the District's breach of contract?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Can the District terminate the contract for any reason other than the contractor's breach of contract?  | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to three or more of these questions 4 through 7 are "Yes" this person should be classified as an employee. If you believe that independent contractor status can still be justified, please attach a statement explaining why and continue to question #8.

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 8. Does the individual operate an independent trade or business, offering these same services to the general public? If so, please ask the individual what proportion of their annual revenues are obtained from the District:<br>Less than 25%- _____ Between 25% & 50% _____ Over 50 % _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Does this individual have a substantial investment in his/her business, maintain facilities, own/rent equipment, etc.?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Does the individual provide all materials, supplies, and support services necessary for performance of this service? If no, please explain _____   | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Does the individual bear the cost of any travel and business expenses incurred to perform this service (no District reimbursement)?  | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to questions 8 through 11 is "Yes", and the answer to questions 1 through 7 is "No", this individual can be classified as an independent contractor.

The above information has been compiled and reviewed per District Guidelines:

Originator: Kathleen Kerker Date: 2/27/2013

LOS RIOS COMMUNITY COLLEGE DISTRICT  
Service Agreement Certification Form

Requisition No \_\_\_\_\_  
Description of Services Consulting on redesign of college intranet site

As of January 1, 2003, Education Code Section 88003.1 restricts the District's ability to contract for services. Before a requisition can be processed, the following certificate must be completed indicating that the required service meets the Ed Code criteria.

**Section I**

The requisition will not go forward for processing unless you answer yes to at least one of the questions below:

- |  | Yes                                 | No                                  |
|--|-------------------------------------|-------------------------------------|
| 1. Is this a continuing Service Agreement that was in place before January 1, 2003?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. The Legislature has specifically mandated or authorized the service to be contracted out.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. The necessary services are either unavailable within the District workforce, cannot be satisfactorily performed by employees, or are very highly specialized. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. The services are incidental to a contract for the purchase of real or personal property, for example a service contract for office equipment.                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5. Contracting out is necessary to avoid a conflict of interest or other legal problem, or where an outside perspective is needed.                               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 6. The service is needed to respond to an emergency. The contract shall be no longer than sixty days.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by District staff.                       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 8. The services are so urgent, temporary or occasional that the delay in the District's hiring process would frustrate the purpose.                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**Section II**

If the services do not fall within one of the above exceptions, the requisition will not go forward unless you answer yes to all of the following questions:

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 1. There clearly will be actual overall cost savings.  | <input type="checkbox"/> | <input type="checkbox"/> |
| a. The District must consider the salaries and benefits of additional staff and the cost of additional space, equipment and materials. | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The District shall not include the District's indirect overhead costs, unless those costs would be exclusively caused by the work.  | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The District shall include the District's costs of supervising, inspecting or monitoring the contractor.                            | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The services are not being contracted out solely to save money.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The contract does not cause the displacement of District employees.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The savings must be large enough that market fluctuations will not tip the balance.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. The amount of savings must clearly justify the size and duration of the contract.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. The contract must be publicly bid.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The contract includes specific qualifications of the staff that will perform the work and includes nondiscrimination provisions.    | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. There is minimal risk of contractor rate increases.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The contract is with a firm.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. The potential economic advantage of contracting out is not outweighed by the public interest in having the work done in-house.     | <input type="checkbox"/> | <input type="checkbox"/> |

If the services do not qualify under Section I or II, then the services must be completed by District staff and the requisition cannot be processed.

Certified by: Kathleen Keckler  
(Dean or other Authorized Signature)

Date: 2/27/2013