

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO 0001071232

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

Date	Revision	Page
04/23/2013		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
769389 SPOROV POONV	04DOGH128	

Vendor: 0000033927
 CHEN JIA-MO
 3715 TALLYHO DR # 28
 SACRAMENTO CA 95826

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	FEEES TO COVER SERVICES FOR ADJUDICATOR FOR THE YOUTH ENSEMBLE ORCHESTRA AUDITION 8/12/2012	1.00	EA	150.00	150.00	08/12/2012

ENCLOSE SERVICE AGREEMENT #45134 DATED 3/6/13


Sub Total Amount	150.00
Sales Tax Amount	0.00
Total PO Amount	150.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	12	FL.VA.ORCH	68900	00000	696A	150.00	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>

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.

Los Rios Community College District

Requisition

Page _____ of _____

Req. No. 769389
P.O. NO.

Vendor Code	DATE <u>March 26, 2013</u>
Approved	VENDOR <u>Jai-Mo Chen</u>
Terms	ADDRESS <u>3715 E. Jallyho Dric#28</u>
F.O.B.	CITY <u>Sacramento</u> STATE <u>CA</u> ZIP <u>95826</u>
PHONE <u>(916) 337-0562</u> FAX _____	

DELIVERY INSTRUCTIONS	
0400GH128	
Location Code	<u>0400GH128</u>
College/District Location	<u>FCC</u>
Department	<u>Foundation</u>
Division	<u>Instructional</u>
Date Required	

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	Fees to cover services for adjudicator for me	1	1	\$150.00	\$150.00
2	Youth Ensemble Orchestra audition				
3	August 12, 2012				
4					
5	see attached scope of work SA# 45134				
6					
7					
8					
9	<u>Note:</u>				
10	Area has been asked to obtain				
11	a new vendor application & WR.				
12	see attached email dated 3/28/13.				
13					

Purchases Charged to Categorical Programs, Grants or Special Projects		Sales Tax
This purchase is in compliance with the requirements of <u>FCC Foundation</u>		
<u>Sally Hoover</u> <small>Program Director/Coordinator Signature</small>	<u>696A</u> <small>Project/Grant Number</small>	Total \$150.00
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:	TYPED/PRINT	DATE
<u>Eugeniy Spornov</u>		<u>3/20/13</u>
REQUESTED BY:	SIGNATURE	DATE
<u>[Signature]</u>		<u>3/26/13</u>
AUTHORIZED:	DEAN OR AUTHORIZED SIGNATURE	DATE
<u>[Signature]</u>		<u>3/28/13</u>
APPROVED:	VICE PRESIDENT, ADMINISTRATION	DATE

Bus. Unit	Account*	Fund	Org	
<u>68900</u>	<u>000001</u>	<u>2013</u>	<u>696A</u>	\$150.00
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.

Haney, Brenda

Pending

From: Haney, Brenda
Sent: Thursday, March 28, 2013 11:16 AM
To: Nielsen, Ruth
Cc: Williams, David
Subject: 2nd Request_ FOR YOUR ACTION _ REQ#_769389 / SA#45134 _CHEN, JIA-MO WORK FOR YOUTH ORCHESTRA
Attachments: SKonica2-bu13032806300.pdf; INQUIRY RE:_CHEN, JIA-MO WORK FOR YOUTH ORCHESTRA
Importance: High

Ruth / David –

New Vendor Packet is required for this GENFD REQ#_769389 / SA#_45134.

Please have Jai-Mo Chen complete the coversheet, vendor application and W9 if any changes.

➤ If no changes to W9 – DO should be able to use the one on file dated 6/7/12.

Link to LRCCD Vendor Packet:

<http://www.losrios.edu/lrc/purchasing/VENDORFORM.pdf>

NOTE: LRCCD Purchasing System requires a separate Vendor ID (VID) for LRCCD/ GENFD Purchase Orders. The FY 2013 Campus Based VID from FLC/ BANFL PO#_CBF120070SA /40270 is not valid for GENFD use.

Thank you,

Brenda Haney

FLC Business Services

☎ 916.608.6635

✉ haneyb@flc.losrios.edu

3/

*send REQ/SA detail to
DO Purchasing w/ em copy
Vendor Packet pending.
Area 7 to provide.*



LIMITED PURCHASE ORDER
(Not to Exceed \$200.00)

VENDOR NAME AND ADDRESS:
Jai-Mo Chen
3715 E. Jallyho Drive #28
Sacramento, CA 95824

DELIVERY INSTRUCTIONS: Deliver to Address Below
(Check one) Will Call
3715 E. Jallyho Drive #28
Sacramento, CA 95824

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES
1	<i>Fees to cover services for</i>
2	<i>adjudicator for the Youth</i>
3	<i>ensemble orchestra audition</i>
4	<i>August 12, 2012</i>
5	
6	<i>see attached scope of work</i>
7	
8	
9	
10	

Folsom Lake College Business Services
LPO - YOUR ACTION REQUIRED
To: *Rita Nielsen*
Date: *3/20/13* LPO No. *F2290*

Dean/Mgr/Supv approval required
IT Approval Required - (Software)

Brenda

① GS-127 attached.
② unauthorized letter attached
③ New vendor packet not needed
Vendor was previously used in June 2012 by *Shelma*.

Return

Required LPO's cannot be used for SA. ② Provide letter explanation for unauthorized purchase
Thank you, Brenda Haney

③ Provide New Vendor Packet - blanks attached link on ID website.

Purchases Charged to Categorical Programs, Grants or Special Project
This purchased is in compliance with the requirements of:

PIC Foundation
Program Name
Sally Hoover For grants/special projects *69*
Program Director/Coord. Signature Project/Gr

Program Goal/Objective Number/Explanation

VENDOR: Reference P.O. number on all invoices and packing slips. T invoice may not exceed \$200.00 including tax and shipping costs. I invoices in duplicate to: Los Rios Community College District, Account Department, 1919 Spanos Court, Sacramento, CA 95825.

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

Evgeniy Sporov *3-18-13* *GENFD / 5100 / 12 / FL VA-ORCH*
REQUESTED BY: TYPED/PRINT DATE
ES

Bus. Unit	Account	Fund	Org	Amount
<i>68900</i>	<i>00000</i>	<i>203</i>	<i>696A</i>	<i>\$ 150.00</i>

REQUESTED BY: (SIGNATURE) DATE
[Signature] *3/18/13*
APPROVED: DEAN OR OTHER AUTHORIZED SIGNATURE DATE

Bus. Unit	Account	Fund	Org	Amount
				\$

APPROVED: VICE PRESIDENT, ADMINISTRATION DATE


Program	Sub-Class	BY	Proj/Grnt	Amount
				\$



F O L S O M L A K E C O L L E G E
EL DORADO CENTER ♦ RANCHO CORDOVA CENTER

INTEROFFICE MEMORANDUM

TO: Brenda Haney, Business Services
Ruth Nielsen, Visual and Performing Arts
Sally Howard, College Advancement Officer

FROM: David Williams 
Dean, Visual and Performing Arts

SUBJECT: Unauthorized Purchase: Jai-Mo Chen

DATE: 3/26/2013

I am submitting a Requisition in the amount of \$150.00 to cover services provided by Jai-Mo Chen on August 12, 2012 on behalf of the Folsom Lake College Youth Chamber Orchestra.

Mr. Chen was initially contracted by President Thelma Scott-Skillman to assist Dr. Evgeniy Sporov in auditioning participants for the orchestra. For his services, he was paid \$150.00 per audition for two auditions for a total of \$300.00.

After it was determined by Dr. Sporov that an additional audition would be required, he asked Mr. Chen to assist with this third audition and promised him the "usual rate" of \$150.00. This promise was made by Dr. Sporov prior to my oversight involvement in the orchestra, so I was unaware of the promise to pay. This represents an unauthorized purchase.

I only learned of this agreement months later when Mr. Chen asked Dr. Sporov about his payment. After talking to Kathleen Kirklin, she and I agreed that payment of \$150.00 was not unreasonable and so I am requesting payment at this time.

Thank you for your consideration.

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. 45134

Attachment to Purchase Order No. _____

This Agreement entered this 6th day of March by and between the Los Rios Community College District (District) and (CONTRACTOR), Jia-Mo Chen CONTRACTOR No. _____ Social Security No. 602-48-1817

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) 337-0562 (SSN or FIN No. must be provided for payment)

Address 3715 Tallyho Drive #28 City and State Zip Sacramento, CA 95826

Are you now or have you been an employee of the District? Yes No _____ If yes, Date 6-2012 Location FLC

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) 8-12-12 to (date) 8-12-12. 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 \$ 150.00 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: 150.00 for one day 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: _____ 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) Jia-Mo Chen

Signature of CONTRACTOR Jia-Mo Chen Date 3/6/13 Requisition # 769389

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

~~Vendor # 1115 SCOTT BANKER Ltd~~

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Jia-Mo Chen

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Other (see instructions) ▶

Requester's name and address (optional)
Folsom Lake College
Los Rios Community College District

Address (number, street, and apt. or suite no.)
3715 Tally Ho Dr. #28

City, state, and ZIP code
Sacramento, CA 95826

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
6	0	2	-	4	5	-	1	8	1	7
Employer identification number										

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Jia-Mo Chen Date ▶ 6/17/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**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 <u>June 2-3, 2012</u> | <input checked="" 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 <u>technical expert in "shrugs."</u> | <input checked="" 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 checked="" type="checkbox"/> |
| 6. Can the contractor quit for any reason other than the District's breach of contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Can the District terminate the contract for any reason other than the contractor's breach of contract? | <input checked="" 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:
Less than 25%- _____ Between 25% & 50% _____ Over 50 % _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Does this individual have a substantial investment in his/her business, maintain facilities, own/rent equipment, etc.? | <input checked="" 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 checked="" 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 checked="" 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:  Date: 3/18/13

LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form

Requisition No UO F2290
Description of Services _____
Youth Ensemble adjudicator

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:

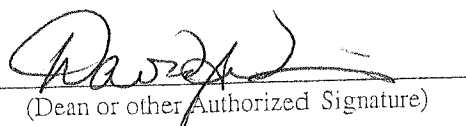
- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. Is this a continuing Service Agreement that was in place before January 1, 2003? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The Legislature has specifically mandated or 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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: 
(Dean or other Authorized Signature)

Date: 3/18/13