

Los Rios Community College District

PURCHASE ORDER NO 0001114330

Purchasing: (916)568-3071 * FAX (916) 568-3145
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000046172
STONEBRIDGE PROPERTIES LLC
3500 AMERICAN RIVER DRIVE
SACRAMENTO CA 95864

Phone: (916) 768-2262

email: rsater@teichert.com

Date	Revision	Page
02/03/2021		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1028701 CHAVEZA HANEYB	01ADMN	

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

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
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	FLC CONCEPTUAL PARKING PLANNING (CUNNINGHAM ENGINEERING)	1.00 JOB	3,960.94	3,960.94	02/02/2021
2- 1	ADMINISTRATIVE FEE	1.00 JOB	396.09	396.09	02/02/2021

PAY INVOICE# 98108 02-02-2021

Sub Total Amount	4,357.03
Sales Tax Amount	0.00
Total PO Amount	4,357.03

<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.OFFC	67700	00000	101E	4,357.03	2021

0001028701HARMANJ02-FEB-2021

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 good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good 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

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

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 person 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 \$1M, \$2M, or \$3M AGGREGATE as prescribed by DISTRICT requirements 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. LRCCD insurance requirements can be viewed on the following website www.losrios.edu/purchasing.
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 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, CONTRACTOR's 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. CONTRACTOR further represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, LRCCD will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless LRCCD from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
23. **CERTIFICATION:** CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.

Requisition

Supplier: STONEBRIDGE PROPERTIES LLC 0000046172
3500 AMERICAN RIVER DRIVE
SACRAMENTO CA 95864
United States

Phone: (916) 768-2262
email: rsater@teichert.com

Ship To: RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001028701	02/02/2021	1	
Requisition Name:			
STONEBRIDGE PROPERTIES LLC			
Requester			
Augustine Chavez			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: TAYLORJ 02-FEB-2021			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	FLC CONCEPTUAL PARKING PLANNING (CUNNINGHAM ENGINEERING)	1	JOB	3,960.94	3,960.94	
2-1	ADMINISTRATIVE FEE	1	JOB	396.09	396.09	
					4,357.03	Sub-total
					0.00	Est. tax
Total Requisition Amount:					4,357.03	

PREPAY INVOICE 98108 DTD 2/02/2021

UNAUTHORIZED LETTER

CONFLICT OF INTEREST, IND CONTRACTOR VS EMPLOYEE, SERVICE AGREEMENT CERT

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5100	11	FL.VA.OFFC	67700	00000	101E	4,357.03

Approval Signature	Approval Signature	Approval Signature
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INVOICE
StoneBridge Properties, LLC
3500 American River Dr., Sacramento, CA 95864

Los Rios Community College District

INVOICE NO: 98108
DATE: 02/02/2021

ITEM NO.	DESCRIPTION	QTY THIS PERIOD	UNIT PRICE	AMOUNT THIS PERIOD
1.	Folsom Lake College Conceptual Parking Planning (Cunningham Engineering)	1.00	3,960.94	3,960.94
2.	Administrative Fees (10%)	1.00	396.09	396.09
				4,357.03
AMOUNT THIS INVOICE\$				4,357.03
AMOUNT PAST DUE\$				-
AMOUNT DUE THIS INVOICE\$				4,357.03

REMIT TO: StoneBridge Properties, LLC., 3500 American River Dr., Sacramento, CA 95864

Date: 01/29/2021

To: Purchasing Supervisor

From: Augustine Chavez Jr.

re: Unauthorized Purchase

Description of purchase:

Parking analysis for future parking plans

Why purchase was made prior to purchase order being issued:

Verbal agreement. Then follow up by me was not completed.

Who approved the purchase: Augustine Chavez Jr.

Actions taken to mitigate future unauthorized purchase:

Make sure to follow up.


Signature

01/29/21
Date

LOS RIOS COMMUNITY COLLEGE DISTRICT

1919 Spanos Court, Sacramento, CA 95825

Phone (916) 568-3071 FAX (916) 568-3145

Purchasing Department

lrccdpurchase@losrios.edu



Sacramento City College

American River College

Cosumnes River College

Folsom Lake College

CONFLICT OF INTEREST STATEMENT

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

(Pursuant to District Regulation R-8323 and District Policy P-8611)

This form must be signed and submitted with the Purchase Requisition (GS Form 127) for those transactions listed below.)

- ❖ Sole Source
- ❖ Professional Service Agreements
- ❖ Service Agreements (GS Form 78: Rev. 2/2012)
- ❖ Selection Committee Recommendations (formal process)

READ CAREFULLY BEFORE SIGNING:

Augustine Chang *01/29/21*
Employee/Date

Selection Committee Member/Date

Requisition Number

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

OFFICIAL USE ONLY:	
PURCHASE ORDER#	
BUYER/DATE:	

LOS RIOS COMMUNITY COLLEGE DISTRICT 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
<input type="checkbox"/> | N
<input checked="" type="checkbox"/> |
|---|-------------------------------|--|
| 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 checked="" 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 type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Can the District terminate the contract for any reason other than the contractor's breach of contract? | <input type="checkbox"/> | <input checked="" 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: *[Signature]* Date: 01/29/21

DISTRICT GUIDELINES INDEPENDENT CONTRACTOR VS. EMPLOYEE

ADDITIONAL INFORMATION

1. A continuing relationship between a worker and the District shows that an employee relationship exists.
2. Is the individual retired, returning to substitute, or train, etc.? If so, employee relationship exists
3. A person hired to do services customarily done by District employees will be considered an employee, despite title. The typical independent contractor is hired to accomplish a result without the supervision given to employees.
4. Consider whether the District has to train this individual or give instruction about when, where, how, and in what order to work. Does the district require the individual to submit reports or do the services at a District site? These factors would suggest the district maintain control sufficient for an employer/employee relationship. However, it is not necessary that the District exercise this right or has the expertise required to do so. Typically this would not be practical nor advisable.
5. Are the services being provided necessary to the operation of the school, program, project, etc.? This suggests the District has an interest in the method of performance and implies the maintenance of legal control.
6. Consider whether the individual may designate someone else to do the work without the District's knowledge or approval. Can the individual hire someone else to do the work?
7. Is this a "one shot deal" or will the District continue to use this individual in the future? This could be an infrequent or irregular basis but a continuous employee relationship exists.
8. The right to discharge is a factor suggesting the worker is an employee and the District employer. An independent contractor, on the other hand, cannot be fired if he/she produces results that meet contractual specifications.
9. A determining factor in judging independence is the performance of services to the public. In evaluating these criteria, school districts are considered separate entities. Keep in mind that if the District is using this individual's services on a full-time basis, the individual is not available to the public. Note: Possession of a business license or incorporation does not automatically satisfy this requirement. The determination must be made on the actual relationship between the District and the individual performing the services.
10. This suggests an economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.
11. The District should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, photocopy, printing, office supplies, etc. Any necessary assistants would be hired by the individual.
12. Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of air fare, mileage, etc. for consultants.

LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form

Requisition No _____

Description of Services _____

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: _____

(Dean or other Authorized Signatory)

Date: 01/29/21