

Los Rios Community College District

PURCHASE ORDER NO 0001121918

Purchasing: (916)568-3071
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: 0000031864
KELSO COMMUNICATIONS INC
17795 WALIZER LN
MORGAN HILL CA 95037

Phone: (408) 782-2939
Fax: (408) 782-5146

email:

Date	Revision	Page
06/15/2022		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1037072 CHADWICKS HANEYB	FLC	

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	UPGRADE INSTALLATION OF HARRIS CENTER PHONE SYSTEM (INVOICE I2022043) INCLUDES SALES TAX ON PARTS	1.00 EA	9,900.98	9,900.98	06/13/2022
2- 1	1 YEAR SUPPORT - METROPOLIS CALL ACCOUNTING SUPPORT CONTRACT 04-25-2022 TO 04-24-2023 FOR UPGRADED HARRIS CENTER PHONE SYSTEM. (INVOICE I2022045)	1.00 EA	680.00	680.00	06/13/2022

PAY INVOICES: I2022043 and I2022045
WORK COMPLETED

Sub Total Amount	10,580.98
Sales Tax Amount	0.00
Total PO Amount	10,580.98

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	12	FL.VA.VAPA	70900	00000	364A	10,580.98	2022

0001037072CHAVEZA13-JUN-2022

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 email address: LRCCDpurchase@losrios.com.

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

Kim Carrillo

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.

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Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
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<https://psreports.losrios.edu/PurchaseOrderInformation.asp>

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Authorized Signature

AUTHORIZED SIGNATURE ON PO TOTAL PAGE

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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 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: KELSO COMMUNICATIONS INC 0000031864
17795 WALIZER LN
MORGAN HILL CA 95037
United States

Phone: (408) 782-2939 **Fax:** (408) 782-5146
email:

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

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001037072	06/07/2022	1	
Requisition Name:			
KELSO COMMUNICATIONS			
Requester			
Sera Chadwick			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: CHADWICS 07-JUN-2022			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	UPGRADE INSTALLATION OF HARRIS CENTER PHONE SYSTEM.	1	EA	9,900.98	9,900.98	06/07/2022
2-1	UPGRADE INSTALLATION OF HARRIS CENTER PHONE SYSTEM.	1	EA	680.00	680.00	06/07/2022

10,580.98 Sub-total
0.00 Est. tax

Total Requisition Amount: 10,580.98

UNAUTHORIZED MEMO

PREPAY ATTACHED INVOICE
PLEASE SET-UP 2 WAY MATCH

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5100	12	FL.VA.VAPA	70900	00000	364A	10,580.98

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: SHTTERED VENUE OPERATOR GRANT
Project Grant: 364A
Program Director: AUGUSTINE CHAVEZ
Program Goal: SUPPORT HARRIS CENTER OPERATIONS DURING COVID

Approval Signature

Approval Signature

Approval Signature

**LOS RIOS COMMUNITY COLLEGE DISTRICT
SERVICE AGREEMENT**

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

No. _____

Attachment to Purchase Order No. _____

This Agreement entered this 18th day of APRIL by and between the Los Rios Community College District (District) and
(CONTRACTOR), KELSO COMMUNICATIONS CONTRACTOR No. _____ Social Security No. _____

Business Name (if different) _____ FIN No. 45-1210565

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

Telephone No. 408-782-2939 (SSN or FIN No. must be provided for payment)

Address 17795 WALIZER LANE MORGAN HILL CA 95037 City and State Zip _____

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

Are you related to an employee of the District? Yes _____ No XX 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) 04-18-2022 to (date) 05-20-2022. 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.

UPGRADE/INSTALLATION OF HCDA PHONE SYSTEM - SEE ATTACHED INVOICES

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

5. Independent CONTRACTOR not Agent.

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

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

Name of CONTRACTOR (Printed) Timothy J Kelso

Signature of CONTRACTOR _____ Date 06-07-2022 Requisition # _____

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

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

Date: 06/07/2022

To: Purchasing Supervisor

From: Augustine Chavez

re: Unauthorized Purchase

Description of purchase: Call Center Software for the Harris Center of the ARTs

Why purchase was made prior to purchase order being issued:

We had several transitions occur within a short amount of time:

We had two staff who the only ones who worked on Harris Center business services retire on the same day, 12/31/2021.

We went through a RFP process to identify a new vendor, Venue Tech, to operate the Harris Center of the arts.

From March 2020 to March 2022, the Box Office (including the call center and required software) was not operating. In April/May we began to initiate Box Office operations.

In prior years, Harris Center purchases were made through Fund 55. This year they were made through Fund 12 because of a grant.

The call center software was not used for two years. During the ramp up of operations, there was robust discussion about using existing District voice over IP telephone infrastructure for the call center. It was determined that we could not use the District existing infrastructure. The time frame to get the call center up and running was shortened and will went to our previous vendor (from two years ago) to setup a voice over IP solution.

Who approved the purchase: Augustine Chavez

Actions taken to mitigate future unauthorized purchase:

Although this is a one-time event, it is likely an urgent issue can present itself again. FLC VPA will discuss the confirming PO process with the BSO team, and develop internal college process for when to initiate a confirming PO.

Signature

Date

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

The "ABC test" is required to determine if workers in California are employees or independent contractors for purposes of the Labor Code, the Unemployment Insurance Code, and the Industrial Welfare Commission (IWC) wage orders. Under the ABC test, a worker is considered an employee and not an independent contractor, unless the hiring entity satisfies **all three** of the following conditions:

		Yes	No
A.	<p>Is the worker free from the control and direction of the District in connection with the performance of the work?</p> <p>The District likely satisfies this condition if the District tells the worker what work product to provide, and the worker decides how to perform the work.</p>	<input checked="" type="checkbox"/> Continue to B	<input type="checkbox"/> Stop, this is an employee
B.	<p>Will the worker perform work that is outside the usual course of the District's business?</p> <p>The worker will likely be considered an employee if the worker provides services in a role comparable to that of an existing employee.</p> <p>If the worker will be performing tasks of teaching, learning, or providing educational opportunities, please further consider the items below:</p> <ul style="list-style-type: none"> • The worker will likely be considered an employee if the worker will be actively involved in more than one semester of classes offered by the District. • The worker will likely be considered an employee if the task the worker will perform is essential to the District's ability to offer a class or a particular educational opportunity. If the task that the worker will perform enhances the District's level of instruction, the task is not "essential." 	<input checked="" type="checkbox"/> Continue to C	<input type="checkbox"/> Stop, this is an employee
C.	<p>Is the worker customarily engaged in an independently established trade, occupation, or business?</p> <p>The worker will likely be considered an employee if an individual's work relies on a single employer.</p> <p>The independent business operation must actually be in existence at the time the work is performed.</p>	<input checked="" type="checkbox"/> "Yes" answers to all conditions A-C indicate an independent contractor relationship	<input type="checkbox"/> Stop, this is an employee

If you believe that the individual qualifies as an independent contractor, submit a requisition, service agreement, this 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.

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 type="checkbox"/> |
| 2. The Legislature has specifically mandated or authorized the service to be contracted out. | <input type="checkbox"/> | <input 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 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 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 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 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 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 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: 06/07/2022

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:

Argentine Chang A. 6/07/2022
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:	



17795 Walizer Lane
Morgan Hill, CA 95037

Invoice

Date	Invoice #
4/25/2022	I2022045

Bill To
Folsom Lake College Attn: Business Services-Harris Center 10 College Parkway Folsom, CA 95630

Ship To
Folsom Lake College Harris Center 10 College Parkway Folsom, CA 95630

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Metropolis Call Accounting Support Contract 04-25-2022 through 04-24-2023		
2	OfficeWatch SL 1 Year Support Service	340.00	680.00
	Sales Tax Sacramento County	7.75%	0.00
Please remit to above address.		Total	\$680.00

Phone #
408-762-7350



17795 Walizer Lane
Morgan Hill, CA 95037

Invoice

Date	Invoice #
4/20/2022	I2022043

Bill To
Folsom Lake College Attn: Business Services-Harris Center 10 College Parkway Folsom, CA 95630

Ship To
Folsom Lake College Harris Center 10 College Parkway Folsom, CA 95630

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	NEW TRUNKING		
1	GCD-4COTB-A (4 PORT ANALOG TRUNK BLADE)	254.00	254.00T
1	GPZ-4COTF-A (4 PORT ANALOG TRUNK EXPANSION BLADE)	230.00	230.00T
1	DESI ITZ/DTZ-12D-24D (25 PACK)	24.00	24.00T
8	-Program, Install and Test 8 new POTS lines	150.00	1,200.00
	-Add virtual hunt group to accept trunks		
	-Re-Program telephones to accept new trunking		
	Sub-Total \$1,708.00		
	SOFTWARE ASSURANCE-RENEWAL		
74	SWA PSA SV9300 UNIT	10.00	740.00
55	SWA SV93 Reinstatement Fee (One time Cost if Kept Current)	20.00	1,100.00
	Sub-Total \$1,840.00		
	VOICEMAIL		
1	SVx UMH 32 Port Base	1,676.00	1,676.00
10	SV9X UMH SUBSCRIBER (1)	22.00	220.00
1	UM4730, IP PROTIMS INTEGRATION	0.00	0.00
1	GCD-SVR3 UM4730	1,724.00	1,724.00T
4	SV93 BASIC USER 1 LICENSE	105.00	420.00
17	SWA PSA SV9X UMH UNIT	20.00	340.00
12	Installation of UM4730 Voicemail Test and Training	150.00	1,800.00
	Sub-Total \$6,180.00		
	Sales Tax Sacramento County	7.75%	172.98
		Total	\$9,900.98

Phone #
408-762-7350