Date: October 25, 2012

Subject: APPROVAL OF CONTRACTS FOR EXPENDITURES FROM RESTRICTED FUNDS AS REQUIRED BY GRANT FUNDING OR CONTRACT EDUCATION 
(Resolution No. 121025 – B4)

BACKGROUND: The following contracts have been negotiated on behalf of the District.

RECOMMENDATION: Authorization to approve new contracts and modify existing contracts.

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<td>A</td>
<td>120726-B1 (General Fund)</td>
<td>November 1, 2012 to November 30, 2013</td>
<td>$100,000</td>
<td>+ $25,000</td>
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City College Of San Francisco
Purchasing Department
33 Gough Street
San Francisco, CA 94103

Personal Service Agreement

Vendor: @00003177
Strata Information Group
3935 Harney St., Ste. 203
San Diego CA 92110

Telephone: 619-296-0170 ext
Fax: 619-296-0171

Ship To:
50 Phelan Ave. Box LB-2
Doug Re/ ITS
San Francisco CA 94112
ATTN: Doug Re 415-239-3217

Date: 07/01/12

Invoice in Triplicate to: the above “Ship To” address

Address all correspondence to the Purchasing Department
Payments made on complete receipt, PO number must appear on all invoices.
Do not back order without permission.

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<td>Professional services</td>
<td>EA</td>
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BR#120726-B1 CTO & Programmer for ITS

For the period 7/1/12 to 6/30/13, SIG will provide an experienced CTO and a senior level programmer to provide support to the Office of Instruction, Adm/Records, Finance, Budget, and Payroll to create and document processes to streamline business needs, to create and document reports to report data exceptions and to consult with staff on best practices in the effective use of Banner. Proof of current insurance coverage must be provided, as per terms of contract document, attached.

11/2012 +$25,000 per Susan Quan to provide assistance with Argos deployment, report development and training, for the period 11/1/12 to 11/30/13 per BR#121025-B4A

FOB: Destination
DISCOUNT: .00

TERMS: NET
DELIVER BY: 06/30/13
ADD CHARGES: .00

CHARGING AGENT: Kathy Hennig (415)487-2413

TOTAL TAXES: .00
TOTAL: 125,000.00

FOAPAL: U-2510-5190-6780-S-
724059-0020-5190-6600-S-
CONTRACT APPROVAL TRANSMITTAL

X $60,000 & LESS  ___ OVER $60,000

CONTRACT AMOUNT: $25,000

DEPARTMENT: ITS

CONTACT PERSON: Doug Re
Strata Information

VENDOR NAME: Group (SIG)

FOAPAL NO. 724059-0020-5190-6600-S

FOR ACCOUNTING ONLY

TPA PS X FA CT

DOCUMENT NO: PS17088

VENDOR CODE: __________

SHIP TO CODE: __________

COMMODITY CODE: __________

AMOUNT OPENED: __________

ENTERED BY: __________

DATE ENTERED: __________

IF OVER $60,000—PLEASE PROVIDE FOLLOWING:

(Under) BOARD RESOLUTION NO: __________

(Grant) BOARD RESOLUTION NO: 121025-B4A

(Over) BOARD RESOLUTION NO: __________

(Grant) FOR INFORMATION ONLY DATE: __________

Signature & Date Required for the following: IN THIS ORDER

CONTRACT COMPLIANCE REVIEW: __________

Comments: __________

FUNDING REVIEW (by Accountant): __________

Comments: __________

ENCUMBRANCE PROCESS: __________

Comments: __________

KH JB PG
SIGNER REVIEW: __________

Comments: __________
San Francisco Community College District
CONTRACT MODIFICATION
Agreement for Professional or Limited Services

Attach a copy of the original contract and requisition to the back of this document. If the original contract was less than $10,000 and this contract modification increases the total contract to over $10,000, then Board approval is required. Attach a copy of the Board Resolution authorizing expenditure of over $10,000 to this document. Submit the contract modification package to the Office of Administrative Services for review and processing.

Department: ITS  Department Contact: Douglas Re
Board Resolution #: 121025-B4A
              SIG
Original Contract Date: 7/01/2012
New Contract Amount: $125,000.00
New Start Date: N/A

FOAPA#: U-2510-5190-6780-S ($100,000)
        724059-0020-5190-6600-S ($25,000)
Original Contract Amount: $100,000.00
Contract Amount Difference: $25,000.00
New Contract End Date: 11/30/13

Description of Services to be rendered:

Provide technical assistance with Argos deployment and report development.

Deliverables and Timeline:

- Assist on server configuration and account administration for Argos Software deployment
- Assist in creating an initial set of custom CCSF reports and/or OLAP web forms to display data from the CCSF Banner database
- Provide training
Payment Arrangements: (Attach a payment schedule if required.)

Monthly payment for service provided.

**ENTIRE AGREEMENT/MODIFICATION**

This writing modifies the original document executed and must be approved in the same manner. Except as indicated herein, no other changes to the original contract have been made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the date specified immediately adjacent to their signatures below.

By: ____________________________

Peter Goldstein  
Vice Chancellor of Finance & Administration

By: ____________________________

“Contractor”  
Name of Contractor: Henry Eimstad  
Title of Contractors representative authorized: President  
Federal Identification #: 33-0278391  
Address: 3935 Harney Street, Suite 203  
San Diego, CA 92110  
Telephone #: (619) 296-0170  
Date 11-9-12

Recommended By: ____________________________

Signature  
Name: Douglas Re  
Title: Director of ITS  
Telephone: (415) 239-3217  
Date: 10/15/12
Date: October 25, 2012

Subject: APPROVAL OF CONTRACTS FOR EXPENDITURES FROM RESTRICTED FUNDS AS REQUIRED BY GRANT FUNDING OR CONTRACT EDUCATION
(Resolution No. 121025 – B4)

BACKGROUND: The following contracts have been negotiated on behalf of the District.

RECOMMENDATION: Authorization to approve new contracts and modify existing contracts.

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Department: ITS

Board Resolution #: 121025-B4A

Original Contract Date: 7/01/2012

New Contract Amount: $125,000.00

New Start Date: N/A

Department Contact: Douglas Re

FOAPA#: U-2510-5190-6780-S ($100,000)

Original Contract Amount: $100,000.00

Contract Amount Difference: $25,000.00

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"District"

By: [Signature]

Peter Goldstein
Vice Chancellor of Finance & Administration

"Contractor"

By: [Signature]

Name of Contractor: Henry Eimstad
Title of Contractors representative authorized: President
Federal Identification #: 33-0278391
Address: 3935 Harney Street, Suite 203
San Diego, CA 92110
Telephone #: (619) 296-0170
Date 11/9/12

Recommended By:

[Signature]

Name: Douglas Re
Title: Director of ITS
Telephone: (415) 239-3217
Date: 10/15/12
**Date:** October 25, 2012

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Department: ITS

Board Resolution #: 121025-B4A
Original Contract Date: 7/01/2012
New Contract Amount: $125,000.00
New Start Date: N/A

Department Contact: Douglas Re

FOAPA#: U-2510-5190-6780-S ($100,000)
724059-0020-5190-6600-S ($25,000)
Original Contract Amount: $100,000.00
Contract Amount Difference: $25,000.00
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Peter Goldstein
Vice Chancellor of Finance & Administration

By: [Signature]

Name of Contractor: Henry Eimstad
Title of Contractors representative authorized: President
Federal Identification #: 33-0278391
Address: 3935 Harney Street, Suite 203
San Diego, CA 92110
Telephone #: (619) 296-0170
Date 11-9-12

Recommended By:

By: [Signature]

Name: Douglas Re
Title: Director of ITS
Telephone: (415) 239-3217
Date: 10/25/11
Date: October 25, 2012

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San Francisco Community College District

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Board Resolution #: 121025-B4A
Original Contract Date: 7/01/2012
New Contract Amount: $125,000.00
New Start Date: N/A

Description of Services to be rendered:

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Department Contact: Douglas Re

FOAPA#: U-2510-5190-6780-S ($100,000)
724059-0020-5190-6600-S ($25,000)

Original Contract Amount: $100,000.00
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New Contract End Date: 11/30/13

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Peter Goldstein
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By: ____________________________

"Contractor"

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Title of Contractors representative authorized: President
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Address: 3935 Harney Street, Suite 203
San Diego, CA 92110
Telephone #: (619) 296-0170
Date 11-9-12

Recommended By:

Signature

Name: Douglas Re
Title: Director of ITS
Telephone: (415) 239-3217
Date: 10/25/12

Page 2 of 2
Office of Administrative Services Form 12/08/01
Date: October 25, 2012

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CITY COLLEGE OF SAN FRANCISCO
REQUISITION FOR SUPPLIES, SERVICES AND EQUIPMENT

FOR QUESTIONS, CONTACT: Doug Re PHONE NO: (415) 239-3217 EMAIL:

VENDOR NAME: Strata Information Group (SIG)
STREET: 3935 Harney Street, Suite 203

VENDOR CODE
CITY: San Diego STATE: CA ZIP: 92110

CONTACT PERSON: Henry Eimstad
PHONE: (619) 296-0170 FAX: 619 296-3763

SHIP TO:
DEPARTMENT: ITS CAMPUS: OCEAN
STREET: 50 Phelan Avenue, LB-2

SHIP TO CODE
CITY: San Francisco STATE: CA ZIP: 94112

ATTN: Doug Re PHONE: 239-3217

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<td>Please set up a PSA for SIG to provide consulting assistance with Argos deployment, report development and training.</td>
<td>$25,000.00</td>
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<td>Term: 11/1/12 - 11/30/13 Board resolution #: 121025-B4A</td>
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ATTACH ANY QUOTES, SCREEN PRINTS, OR CATALOG PAGES.
I certify that all orders or payment requested are for appropriate purchase in accordance with provisions of the application and funding.

Please obtain
Peter's Signature

SHIPPING CHARGE (IF ANY)
TOTAL OF ADDENDUMS
SUB-TOTAL
SALES TAX
GROSS TOTAL $25,000.00

JRE: SIGN & PRINT NAME
DATE:

COLLEGE APPROPRIATION NUMBER

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<th>FUND</th>
<th>ORGN</th>
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<th>ACTV</th>
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<td>0020</td>
<td>5190</td>
<td>6600</td>
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- For amounts over $2,000 allow sufficient time for bid process.
- An "NSF" condition will delay your order.

Grant Accountant’s Approval
ITS Approval

ORIGINAL - TO PURCHASING DEPT.
City College Of San Francisco
Purchasing Department
33 Gough Street
San Francisco, CA 94103

Personal Service Agreement

Date: 07/01/12

Vendor: @00003177 Telephone: 619-296-0170 ext
Strata Information Group
3935 Harney St., Ste. 203
San Diego CA 92110

Ship To:
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Doug Re/ITS
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ATTN: Doug Re 415-239-3217

Fax: 619-296-0171 Email:

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FOB: Destination

DISCOUNT: .00

TERMS: NET

DELIVER BY: 06/30/13

ADD CHARGES: .00

RCHASING AGENT: Kathy Hennig (415)487-2413

Kuny

TOTAL TAXES: .00

TOTAL: 100,000.00

FOAPAL: U-2510-5190-6780-S-
Search Results for Parties Excluded by
Firm, Entity, or Vessel : Strata Information Group
As of 01-Oct-2012 6:59 PM EDT
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly
CITY COLLEGE OF SAN FRANCISCO
REQUISITION FOR SUPPLIES, SERVICES AND EQUIPMENT

FOR QUESTIONS, CONTACT: Doug Re PHONE NO: (415) 239-3217 EMAIL: 

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<td>PHONE:</td>
<td>239-3217</td>
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ITEM NO | QTY UNIT | COMMODITY CODE | DESCRIPTION (GENERIC NOUN, DESCRIPTION, MANUFACTURER, MODEL/STOCK NO.) | UNIT PRICE | EXTENDED AMOUNT |
<table>
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<tr>
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<td></td>
<td>Please set up a TPA for SIG to provide consulting and technical support for the period of 7/1/12 to 6/30/13</td>
<td>$100,000.00</td>
<td></td>
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<tr>
<td></td>
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<td>Board resolution #: 120726-B1</td>
<td></td>
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</tbody>
</table>

ATTACH ANY QUOTES, SCREEN PRINTS, OR CATALOG PAGES.
I certify that all orders or payment requested are for appropriate purpose and in accordance with provisions of the application and funding.

BUYER CODE: 

| REQUISITION NO | 17088 |

DEPARTMENT/PROGRAM SIGNATURE: 

SHIPPING CHARGE (IF ANY): $100,000.00
TOTAL OF ADDENDUMS
SUB-TOTAL
SALES TAX: $0.00
GROSS TOTAL: $100,000.00

- For amounts over $2,000 allow sufficient time for bid process.
- An "NSF" condition will delay your order.

Grant Accountant's Approval: ITS Approval
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES
(To Be Used For Agreements/Payment by SFCCD)

This Agreement, dated for reference purposes only, July 26, 2012, is entered into by and between the San Francisco Community College District, hereinafter known as the "District" on behalf of its Information Technology Services, hereinafter known as "ITS", and Strata Information Group, hereinafter known as "Contractor".

This agreement is entered into pursuant to San Francisco Community College District Board of Trustees Resolution No. 120726–B1 or 061121-S4, Government Code Section 53080 and Education Code Sections 81644 & 81656.

FOAPAL Number 11-2510-5190-6780-8

The parties agree and promise as follows:

1. PROFESSIONAL SERVICES TO BE RENDERED BY CONTRACTOR: The services to be rendered or specific tasks or objectives to be accomplished are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.

2. TERM: The term of this Agreement shall commence on July 1, 2012 and terminate on June 30, 2013, unless otherwise terminated in accordance with Paragraph 7.

3. PAYMENT:
   A. The District shall pay Contractor for the performance of the Services set forth in this Agreement after delivery and acceptance by the District, which acceptance shall not be unreasonably withheld, the sum of ______ dollars ($______). Upon completion of all Services, Contractor shall submit an original and three (3) copies of an invoice to the District person referenced below in paragraph 8, Written Notice, who shall verify that the Services have been received and recommend payment therefor.

   OR

   X. B. Alternatively, progressive payments may be made by the District, in its sole discretion, based on completion of specific tasks or objectives by contractor as contained in attachment A. Upon completion of such specific tasks or objectives or as provided for with Attachment A, Contractor shall submit an original and three (3) copies of an invoice to the District person referenced below in paragraph 8, Written Notice, who shall verify that the specific tasks or objectives have been accomplished and recommend payment therefor.

4. INDEPENDENT CONTRACTOR: District and Contractor agree that Contractor is an Independent contractor and not an employee of the District. Contractor further agrees that during the term of this Agreement, Contractor will not accept any employment as an employee of this District or of any of the entities that are directly or indirectly affiliated or associated with the District including but not limited to auxiliary organizations, student body organizations, or foundations. Contractor further agrees that in the event he/she accepts employment as an employee of the District or of any of the entities directly or indirectly affiliated or associated with the District during the term of this Agreement, this Agreement may be immediately terminated in the sole discretion of the District.

   As an independent contractor, Contractor shall be responsible for any payroll or withholding taxes, and workers' compensation benefits which may be required for itself or its employees.

   In support of this declaration of being an Independent contractor, contractor agrees to complete Attachment B, as attached, where applicable. Contractor agrees and understands that District shall utilize the information in Attachment B, as District deems appropriate in its sole discretion, to determine whether contractor is an independent contractor and thus whether this agreement shall be executed by District.

5. REIMBURSEMENT OF EXPENSES/ EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES/ FRINGE BENEFITS: District shall not be liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed to in advance in writing.

   Contractor shall supply, at Contractor's sole expense, all equipment, tools, materials, and/or supplies to accomplish the work agreed to be performed.

   Because Contractor is engaged in Contractor's own independent business, Contractor is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan, of the District.
6. **ASSIGNMENT:** Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

7. **TERMINATION:** District may terminate this Agreement for District's convenience and without cause at any time by giving Contractor five (5) days' written notice of such termination. In the event of such termination, Contractor shall be paid for its services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.

8. **WRITTEN NOTICE:** All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties as follows: for the Contractor, at the address shown on the signature section of this agreement; for the District, by the person recommending this agreement at the address there shown.

Either party by a written notice to the other party may change the address of notice or the names of the persons or parties to receive written notice.

9. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in San Francisco.

10. **SEVERABILITY:** If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

11. **NON-WAIVER:** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. **NO AUTHORITY TO BIND DISTRICT:** Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create a partnership between the parties.

13. **AMENDMENTS:** No amendment to this Agreement shall be effective unless it is in writing and signed by both parties.

14. **CONFLICT OF INTEREST:** Contractor states that it is familiar with provisions of Section 1090 et seq. and 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

Contractor affirms that to the best of its knowledge there exists no actual or potential conflict between its family, business, or financial interests and its services under this Agreement and in the event of change in either its private interests or service under this Agreement, it will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

15. **INSURANCE:** A mark in the space below indicates that contractor agrees to maintain insurance coverages as listed in the insurance Appendix.

16. **INDEMNIFICATION:** Each party (Contractor and District) shall defend and indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

17. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall keep informed of all laws and governmental regulations that may affect work. Contractor shall observe and comply with, and shall cause all Contractor's agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement.

18. **LIABILITY OF DISTRICT:** District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
19. NON-DISCRIMINATORY EMPLOYMENT PRACTICES: It is the policy of the District to provide equal employment and educational opportunity without regard to race, color, national origin, ethnic group identification, religion, age, sex, marital status, sexual orientation, or physical or mental disability. These matters are reflective of Policy Manual Section 3.02 and 5.07 for the San Francisco Community College District. The contractor agrees not to discriminate against any employees or applicant for employment because of race, color, national origin, ethnic group identification, religion, age, sex, marital status, sexual orientation, or physical or mental disability.

20. ENTIRE AGREEMENT/MODIFICATION: This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the date specified immediately adjacent to their signatures below.

"District"

By: [Signature]
(Signature of SFCOD person authorized to execute Agreement.)

Print Name: Peter Goldstein
Title: Vice Chancellor of Finance and Administration
Date: [Date]

"Contractor"

By: [Signature]
(Signature of Contractor person authorized to execute Agreement.)

Print Name: Henry Binstad
Title: President
Address: 3935 Harney St., Suite 203
San Diego, CA 92110
Phone Number: (619) 296-0170
Federal Identification Number or Social Security Number: 33-0278391
Date: [Date]

Recommended By: [Signature]
Print Name: Douglas Re
Title: Manager, ITS
Address: 50 Phelan Avenue, LB-2
San Francisco, CA 94112
Phone Number: (415) 239-3217
Date: [Date]

Approved as to Form by: Ronald Lee, General Counsel
INSURANCE APPENDIX
(SFCCD Agreement for Services)

The Contractor agrees to the following specific insurance provisions in Sections A & B and their sub-divisions as indicated by X or as filled in and initialed. All other provisions on this Appendix B shall be applicable. The Contractor agrees that approval of the insurance by District shall not relieve or decrease the liability of Contractor.

X. A. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, Insurance in the following amounts and coverages:

X. (1) Workers' Compensation, with Employers' Liability Limits not less than $1,000,000 each accident or not less than $________ each accident (initial).
X. (2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence or not less than $________ each occurrence (initial). Combined Single limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
X. (3) Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence or not less than $________ each occurrence (initial). Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non- Owned and Hired auto coverage, as applicable.
X. (4) Professional Liability Insurance with limits not less than $1,000,000 each claim or not less than $________ each claim (initial) with respect to negligent acts, errors or omissions, and any deductible not to exceed $1,000.00 each claim.

X. B. Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:

X. (1) Name as Additional Insured the SFCCD, its Officers, Agents, and Employees
X. (2) That such policies are primary Insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that Insurance applies separately to each insured against whom claim is made or suit is brought.

C. All policies shall provide thirty (30) days' advance written notice to District of cancellation mailed to the following:

Mr. Peter Goldstein
Vice Chancellor of Finance & Administration
33 Gough Street
San Francisco, CA 94103

The District may change the name and/or address of such person as provided for in paragraph 8 of this Agreement.

D. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

E. Should any of the required Insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.

F. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

G. Before commencing any operations under this Agreement, Contractor must furnish to District certificates of insurance, in form and with insurers satisfactory to District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon District request.

H. Approval of the Insurance by District shall not relieve or decrease the liability of Contractor hereunder.
Attachment A
Agreement for Professional Services

Department: ITS
Contractor: Strata Information Group
FBN/SS#: 33-0278391
Board Resolution #: 120726-B1

Department Contact: Doug Re
Contact/Title: Manager, ITS
Contract Tel: (619) 296-0170
FOAPAL#: U-2540-5190-6780-S

Notice to Proceed with work: After contract has been fully executed. July 1, 2012
Anticipated Completion Date: June 30, 2013
Contract Amount: $100,000.00

Description of Services to be rendered:

- Provide an experienced CTO until the College is ready to transition the management function.
- Provide technical and management leadership for various high level college-wide administrative and strategic technology project.

Deliverables/Timeline:

- Consult and advise the College management team, faculty and staff in matters relating to information technology.
- Support the goals of the College related to technology.
- Confer with the College’s advisory committees, as needed, regarding the implementation, use and deployment of technology throughout the College.
- Provide regular reporting to the College management team regarding the operation and performance of IT.
- Provide a senior level programmer to provide support to Office of instruction, Admissions and Records, Finance and Budget, and Payroll:
  a. Create and document processes to streamline business needs
  b. Create and document reports to display data exception situations
  c. Consult with College staff on best practices in the effective use of Banner Software.

Payment Arrangements: (Attach a payment schedule, if applicable.)

Monthly payment for service provided.

Contractor Initials: 
Program Coordinator Initials: 

Office of Administrative Services Form 11/1/10
INDEPENDENT CONTRACTOR EVALUATION CRITERIA TEST

NOTE: This test is based on the 20 factors used by the IRS to determine whether a worker should be classified as an independent contractor or an employee. In theory, the District should only be concerned with the results of the work, not the way in which it is performed. If you answer "yes" to all of the first four questions, then you likely fit the classification of an independent contractor. However, if you answer "yes" to any of questions 5 – 20, then, your status may not be that of an independent contractor. This is a composite picture and not based on any single answer. As such, issues pertaining to "yes" responses (to questions 5-20) must be resolved with the hiring manager prior to commencing work.

Review the generally accepted answers and circle any exceptions.

1. Will you make a profit or suffer a loss as result of the work, aside from the money earned from the project? (This should involve real economic risk—not just the risk of not getting paid.)
   - Yes
   - No

2. Do you have an investment in the equipment and facilities used to do the work? (The greater the investment, the more likely independent contractor status.)
   - Yes
   - No

3. Do you work for more than one company at a time? (This tends to indicate independent contractor status, but isn't conclusive since employees can also work for more than one employer.)
   - Yes
   - No

4. Do you offer services to the general public?
   - Yes
   - No

5. Does the District have the right to give you instructions about when, where, and how to work? (Answering "yes" does not necessarily mean employee status.)
   - Yes
   - No

6. Will the District train you to do the job in a particular way? (Independent contractors are already trained.)
   - Yes
   - No

7. Are your services so important to the District that they have become a necessary part of District
   business? (This may show that you as a worker are subject to the District control.)
   - Yes
   - No

8. Must you provide the services personally, as opposed to delegating tasks to someone else?
   (Answering "yes" does not necessarily mean employee status.)
   - Yes
   - No

9. Will the District hire, supervise, and pay your assistants? (Independent contractors hire and pay
   their own staff.)
   - Yes
   - No

10. Is there an ongoing relationship between you and the District? (A relationship can be considered
    ongoing if services are performed frequently, but irregularly.)
    - Yes
    - No

11. Does the District set your work hours? (Independent contractors are masters of their own time.)
    - Yes
    - No

12. Must you spend all of your time on the District assignment for which you are being hired?
    (Independent contractors choose when and where they will work.)
    - Yes
    - No

13. Must you perform the work on District premises, or do you have a choice of the location where the
    work must be performed? (Answering "yes" does not necessarily mean an employee status)
    - Yes
    - No

14. Will the District have the right to determine the order in which services are performed?
    (Answering "yes" does not necessarily mean an employee status.)
    - Yes
    - No

15. Do you have to give the District reports accounting for your actions? (This may show a lack of
    independence.)
    - Yes
    - No

16. Are you paid by the hour, week or month? (Independent contractors are generally paid by the job
    or on commission, although industry practice, some are paid by the hour.)
    - Yes
    - No

17. Will the District pay your business or travel costs? (This tends to show control.)
    - Yes
    - No

18. Will the District furnish you with equipment, tools or materials to do the work? (Independent
    contractors generally supply the materials for the job, and use their own tools and equipment.)
    - Yes
    - No

19. Can the District fire you? (An independent contractor can't be fired without subjecting the District
    to the risk of a breach of contract lawsuit.)
    - Yes
    - No

20. Can you quit at any time, without incurring liability? (An independent contractor has a legal
    obligation to complete the contract.)
    - Yes
    - No
Professional Services Contract

Attachment B – (Part 2)
(For Contractor with Total Annual Payments of $600 or more each tax year)

INDEPENDENT CONTRACTOR CERTIFICATION

Contractor/Consultant Name: Strata Information Group

I have reviewed and understand the criteria in Part 1 differentiating between an employee and an independent contractor. I certify that my work with the San Francisco Community College District ("District") meets the criteria of an independent contractor and that I am not an employee. I have circled any exceptions in Part 1 of this document.

Exception Comments:

[Signature]
Contractor/Consultant Signature

8/1/12
Date

Henry Bostad
Print or type Contractor/Consultant Name

President
Print or type title

RECOMMENDING/HIRING MANAGER CERTIFICATION

Department Name: Information Technology Services

I have reviewed and understand the criteria in Part 1 differentiating between an employee and an independent contractor. I certify that the work being performed by the above named individual meets the criteria of an independent contractor and that any exceptions are noted/circled.

Exception Comments:

[Signature]
Recommending Manager Signature

7/27/12
Date

Douglas Rä
Print or type Manager's Name

Manager, ITS
Print or type title

For Administrative Services Office Use-
Reviewed and approved as Independent Contractor [ ]
Further review required [ ]
Signed: [ ]

IRS W-9 Form Verified as on file [ ]
Date: [ ]
Title: [ ]
DATE: July 26, 2012

SUBJECT: GENERAL FUND

Special Services Contract with Strata Information Group (SIG) to provide information technology consultation, and Banner technical support at a cost not to exceed $100,000 for fiscal year 2012-2013.
(Resolution No. 120726-B1)

BACKGROUND:

Strata Information Group (SIG) has been providing critical, specialized technical support services for City College related to the implementation of Banner administrative information systems since June 1996.

During FY2012-2013, SIG will provide an experienced CTO until the College is ready to transition the management function. SIG will consult and advise the College management team, faculty and staff in matters relating to information technology, confer with the College's advisory committees, as needed, regarding the implementation, use and deployment of technology throughout the College.

In addition, SIG will provide a senior level programmer to provide support to Office of Instruction, Admissions and Records, Finance and Budget and Payroll:

- to create and document processes to streamline business needs
- to create and document reports to display data exception situations
- to consult with College staff on best practices in the effective use of Banner Software

COMPANY PROFILE PROVIDED BY STRATA INFORMATION GROUP, INC.:

"Strata Information Group, Inc. (SIG) is a California corporation based in San Diego and was founded in 1987. SIG's primary objective is to assist colleges and universities in managing information technology to better serve students, faculty and staff.

"SIG provides a wide-range of Information Technology (IT) services which include providing assistance with the selection and procurement processes for new hardware systems and applications software, offering project management services related to the implementation of administrative applications and instructional technology delivery/support systems used by colleges and universities, developing strategic technology plans and providing outsourced IT management. SIG personnel are experienced professionals who possess unique skills and abilities to serve their clients. The SIG team has been providing quality services to higher education for more than 25 years."

BOARD OF TRUSTEES
JOHN RIZZO, PRESIDENT • DR. ANITA GRIEB, VICE PRESIDENT • DR. NATALIE BERG • CHRIS JACKSON
MIHDLON MARKS • STEVE NGO • LAWRENCE WONG, ESQ. • WILLIAM WALKER, STUDENT TRUSTEE
DR. FAMILA FISHER, INTERIM CHANCELLOR
RECOMMENDATION:

RESOLVED: That authorization be hereby given to contract with Strata Information Group (SIG) to provide consulting and technical support to the College and Information Technology Systems (ITS) Department for period from July 1, 2012 through June 30, 2013 for a total contract cost not to exceed $100,000, and

FURTHER BE IT RESOLVED: That the Chancellor, Vice Chancellor of Finance and Administration and/or their designee are hereby authorized to execute any and all documents on behalf of the District to effectuate this resolution.

SHARED GOVERNANCE REVIEW:

_X_ This resolution does not require review by the Shared Governance System.

This resolution requires review by the Shared Governance System for recommendation to the Chancellor. The following Shared Governance body(ies) reviewed this resolution and took action on it on the date indicated:

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<th>Academic Senate</th>
<th>Date</th>
<th>Recommended</th>
<th>Not Recommended</th>
<th>Reviewed Only</th>
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<tr>
<td>College PBC</td>
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Only __________________________ required to review this resolution.

Peter Goldstein, Originator

07/26/12 – B1 page 2
Hi Virginia,
I'm forwarding the e-mail.
Ruri

>>> Ruriko Saito 8/14/2012 3:45 PM >>>
Hi John,
I attached the scanned reso which passed last month.
Ruri

>>> John Bilmont 8/14/2012 3:37 PM >>>
Approved.

Did we do a resolution?

John Bilmont
Associate Vice Chancellor/
Chief Financial Officer
City College of San Francisco
33 Gough St. San Francisco, CA 94103
JBILMONT@CCSF.edu
Office: 415-241-2230
Cellphone: 415-601-6812

>>> Ruriko Saito 8/14/2012 1:24 PM >>>
Hello John,
Per Peter, our 5000 acct will be increased for the SIG's cost (contract amount $100K). Since we are almost ready to turn in the contract and the req, could you please put funds to U-2510-5190-6780-S?
Thanks
Ruri

>>> Peter Goldstein 8/3/2012 1:28 PM >>>
We will be increasing IT's 5000 acct to accomodate the SIG costs which will be higher than last yr
PG

Peter Goldstein
San Francisco Community College District
Vice Chancellor for Finance & Administrn
415.241.2229>>> William Brainard 8/3/2012 10:49 AM >>>
Hi Ruri,
Kathy did the PO and has the PO date technically in Fiscal 11/12 however John started Fiscal 12/13 during the last week of June so that is why it went to Fiscal 12/13. I did lots of personal service agreements and had to back date many so I know better than most about this date issue. I dated all my PO's prior to June 22nd (Begin/Transaction/End).
Hi John & Virginia,
Shall I backdate the PO so it goes against Fiscal 11/12 ??? Please advise.

Eric
241-2269

>>> Ruriko Saito 08/03/12 10:39 AM >>>
Eric,
In FY12, there was enough budget to cover SIG's $26K for their service in June under org 2510-5190. Unfortunately the TP was not set up by 6/30/12. Is it possible to pay from FY12? We are preparing another contract for SIG in the amount of $100K with org 2520-5190 for FY13.
Rur

>>> William Brainard 8/3/2012 10:17 AM >>>
Hi Rur,
I see funding issues with the Ricoh req and I wanted to bring it to your attention. I see that Strata (PSI7084) I think they are the consultants are chewing up a large percentage of your 5000 account money. I have been instructed NOT TO COMPLETE any U funded reqs that are going to go NSF. Alvin also has a copier lease agreement for you that has the same funding issue.

Regards!
Eric
July 2012 Agenda. I think it was B1. Passed unanimously

PG

Peter Goldstein
San Francisco Community College District
Vice Chancellor for Finance & Administ’r
415.241.2299>>> John Bilmont 8/14/2012 3:37 PM >>>
Approved.

Did we do a resolution?

John Bilmont
Associate Vice Chancellor/
Chief Financial Officer
City College of San Francisco
393 S. Gough St. San Francisco, CA 94103

JBILMONT@CCSF.edu
Office: 415-241-2230
Cellphone: 415-601-6812

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We will be increasing IT’s 5000 acct to accomodate the SIG costs which will be higher than last yr

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San Francisco Community College District
Vice Chancellor for Finance & Administ’r
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