



Form GSOP 1-PIN (04/98)

STATE OF CALIFORNIA
Department of General Services - Office of Procurement

PURCHASE ORDER

Table with Purchase Order No. 62198, Rev. Date 6/30/2008, FOB Point Destination, Invoice Terms N45

Supplier No. 810998, Solicitation No. 57102, Delivery Date As Specified, Agency Billing 69100, Agency Purchase Estimate 07CSV024, Purchase Estimate 67294, Revision 0, Agency Contact DEBBE RIZZO, Phone 916-441-7911, Date Received

Table with columns: Item No., Quantity, Unit, Commodity Code, Description, Unit Price, Extension. Includes terms and conditions and a total value of 17,700.00.

Sales and/or use tax to be extra unless noted above

Buyer: Diana Mercado, Phone: 916-375-4430, BOC Number

Handwritten signature of Jon Cleary

STATE OF CALIFORNIA

Department of General Services - Office of Procurement

PURCHASE ORDER CONTINUATION

Form GSOP 2-PIN (04/98)

<i>Purchase Order No.</i>	<i>Revision</i>	<i>Date</i>	<i>Supplier No.</i>	<i>Supplier Name</i>
62198		6/30/2008	810998	MEDIA LEVERAGE, INC.

<i>Item No.</i>	<i>Quantity</i>	<i>Unit</i>	<i>Commodity Code</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extension</i>
<p><u>TAX:</u></p> <p>There will be no tangible items shipped or tax charged against this Purchase Order.</p> <p><u>CHANGE ORDERS:</u></p> <p>This Purchase Order may be amended, modified, or terminated at any time by mutual agreement of the parties in writing, change orders amending, modifying or terminating the Purchase Order, including any modifications of the compensation payable, may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the supplier. Termination, as that term is used in this section, does not include termination for default of the supplier.</p> <p>This Purchase Order has been registered into the State Contracts and Procurement Registration System (<a href="https://www.scprs.dgs.ca.gov">https://www.scprs.dgs.ca.gov</a>). The Registration Number is: 88200908334110</p>						

**COMMISSION ON THE STATUS OF WOMEN**

**STATEMENT OF WORK**

Website Revision/Upgrade Project

This Statement of Work ("Agreement") reflects the services to be provided by Media Leverage Inc., hereinafter referred to as the "Contractor," for the Commission on the Status of Women, hereinafter referred to as the "State".

**SCOPE**

Media Leverage Inc. agrees to provide to the Commission on the Status of Women the services described herein:

Task #	Task/Activity	Deliverable	Hrs	Rate	Amount	Payment w/ 10% withhold	Amount due upon completion
1	Discovery Phase 1 - Design and Specification meeting to determine site scope and content.	Deliverable will be a written document that outlines all needs to produce the project, 2-4 hours of meetings; 8 hours of document construction and writing.	10	150.00	1,500.00	1,350.00	150.00
2	women.ca.gov — Selected State Template Design modification to client's specs.	Deliverable will be an updated website that meets Governor's website development requirements and a site that is ADA compliant.	10	150.00	1,500.00	1,350.00	150.00
3	Flash Movie Integration — Up to five (5) photos fading and changing with no text. Photos provided by client or chosen from a clipart source. This price does not include purchasing rights for photos.	Deliverable will be slideshow of pictures reflecting the diverse population of California.	12	150.00	1,800.00	1,620.00	180.00
4	License Fee for ScriptManager.	Deliverable will be website content management system that will allow Commission staff to update website internally.	10	150.00	1,500.00	1,350.00	150.00

Task #	Task/Activity	Deliverable	Hrs	Rate	Amount	Payment w/ 10% withhold	Amount due upon completion
5	Estimated time for Template integration and Customization of ScriptManager (CMS) with Content Migration of approx 75 existing pages, links and pdfs (exact cost when we finish Phase 1 Discovery).	Deliverable will be the transfer of existing website pages into new website template.	24	150.00	3,600.00	3,240.00	360.00
6	Low Cost Video Upload Feature using You Tube — Estimated time to integrate and train someone on how to use it in CMS.	Deliverable will be ability to load videos, including interviews and event videos, to the Commissions website.	2	125.00	250.00	225.00	25.00
7	Macintosh Compatible WYSIWYG Editor: Duel Editor that can be used on both Mac and Windows based systems. Description: Macintosh Compatible WYSIWYG Editor for ScriptManager.	Deliverable will be making content management system compatible with Macintosh computers, which are used exclusively in Commission office.	10	150.00	1,500.00	1,350.00	150.00
8	Speakers Request Form.	Deliverable will be website form that will allow the public to electronically request Commission staff or Commissioners to speak at events.	4	150.00	600.00	540.00	60.00
9	HTML Email Template — Description: We'll design and build an HTML email template based on the look and feel of your new site that you'll be able to use with any third-party bulk emailing software that supports custom email templates.	Deliverable will be email template that matches the look and feel of our new website, making our emails easily recognizable as Commission emails.	10	150.00	1,500.00	1,350.00	150.00
10	Training for website and handoff to the client — Description: Four (4) hours; probably two 2-hour sessions.	Deliverable will be training on utilizing our new website, allowing Commission staff to manage website updates in-house.	4	125.00	500.00	450.00	50.00

Task #	Task/Activity	Deliverable	Hrs	Rate	Amount	Payment w/ 10% withhold	Amount due upon completion
11	<p>ADA Compliance —            Description: make any necessary modifications to the HTML templates provided by the State of California to ensure that they meet all Section 508 and WCAG 1.0 Priority Accessibility guidelines. Provide two hours of training for staff on how to maintain ADA compliance as they edit and add to the site through the content management system. When the site is built, populated with content and ready for publication, conduct a final round of testing using CynthisSays software to ensure that the site conforms to the Accessibility guidelines.</p>	<p>Deliverable will be updating Commission website to be ADA compliant and training of staff to ensure any new content loaded to the Commission's website is ADA compliant.</p>	10	150.00	1,500.00	1,350.00	150.00
12	<p>Project Management —            Once Phase 1 Discovery is approved, Project Manager will run the project and interface with the client using our project management system, We estimate about 10% of the hours to project manage.</p>	<p>Deliverable will be single point of contact at web company, ensuring a smooth transition as Commission redesigns and upgrades website.</p>	13	150.00	1,950.00	1,755.00	195.00

**PERIOD OF PERFORMANCE**

The term of this Agreement will be for a period of twelve (12) months effective upon the Agreement start date or upon the date the Purchase Order is signed, whichever is later.

**AMOUNT**

The total amount of this Agreement shall not exceed \$ 17,700.

## **BILLING INFORMATION**

### Invoicing and Payment

For services satisfactorily rendered and upon receipt and approval of the invoices, the Commission on the Status of Women agrees to compensate Media Leverage Inc. for actual expenditures incurred in accordance with the rates specified herein or attached hereto.

Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

Commission on the Status of Women  
Attn: Debbe Rizzo  
1303 J St, Ste 400  
Sacramento CA 95814-2900

### Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

### Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

## **POINTS OF CONTACT**

### Contractor Primary Contact:

Mike Baddley  
Media Leverage Inc.  
11230 Gold River Express Dr, Ste 310  
Sacramento CA 95670  
Ph: 916-441-7911  
Fax: 916-852-6803  
Email: [mike@medialeverage.com](mailto:mike@medialeverage.com)

State's Primary Contact:

Debbe Rizzo  
1303 J St Ste 400  
Sacramento CA 95814-2900  
Ph: 916-445-5300  
Fax: 916-322-9466  
Email: drizzo@women.ca.gov

**CONTRACTOR REPLACEMENT PERSONNEL**

If a contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor must provide suitable substitute personnel who meet all requirements as set forth in this contract. Such substitutions must be proposed in writing to the State's Primary Contact and must be approved in writing by the State's Primary Contact. Such changes will be incorporated into this Agreement by amendment prior to the substitute personnel beginning work.

**MODIFICATIONS OF THE STATEMENT OF WORK**

This Agreement may be amended or modified only by mutual agreement of the parties in writing.

**CONTRACT TERMINATION**

The State may cancel this Agreement at any time with thirty (30) days prior written notice to the Contractor.

Should the State cancel this Agreement for any reason, the Contractor shall be reimbursed for the deliverables actually completed and accepted by the State.

**RESPONSIBILITIES OF THE PARTIES**

Contractor Responsibilities

The Contractor will designate a person to whom all project communications shall be addressed and who has the authority to act on all aspects of the services. This person will review the Agreement and associated documents with the State to ensure understanding of the responsibilities of both parties.

The Contractor shall comply with all applicable State policies and procedures.

State Responsibilities

The State shall designate a person to whom all Contractor communication shall be addressed and who has the authority to act on all aspects of the services. This person will review the Agreement and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.

The State will provide information regarding the business structure of the State and schedule State personnel for interviews as needed by the Contractor to perform its responsibilities under this Agreement.

The State will provide timely review and approval of the Contractor information and documentation provided by the Contractor in order for the Contractor to perform its obligations under this Agreement.

The State will provide project management for all activities associated with this Agreement.

### **CONTRACTOR PERFORMANCE**

- A. The State shall be the sole judge of the acceptability of all work performed by the Contractor under the auspices of this Agreement. Should the work performed or the products produced by the Contractor fail to meet the State's minimum conditions and requirements, the following resolution process will be employed, except as superseded by other binding processes:
- B. The State will notify the Contractor in writing within ten (10) business days after completion of each training class of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed by the Contractor.
- C. The Contractor will, within five (5) business days after initial problem notification; respond to the State by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the State initial problem notification within the required time limits may result in immediate contract termination. In the event of such termination, the State shall pay all amounts due to the Contractor for all work accepted prior to termination.
- D. The State will, within five (5) business days after receipt of the Contractor detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the State rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate contract termination. In the event of such termination, the State shall pay all amounts due to the Contractor for all work accepted prior to termination.
- E. The State will, within five (5) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate contract termination. In the event of such termination, the State shall pay all amounts due to the Contractor for all work accepted prior to termination.