

**WEB SERVICES STATEMENT OF WORK  
FROM HBF WEB SERVICES, LLC**

**PREPARED FOR THE  
PERALTA COMMUNITY COLLEGE DISTRICT**

**FEBRUARY 22ND, 2008**

## ASSIGNMENT OBJECTIVES

To organize and clean up all of the migrated web content and images on the 5 Peralta websites, incorporating all key constituent input and changes, and getting the sites as ready as possible for public launch

## KEY PLAYERS ASSIGNED TO YOUR PROJECT

### AARON BAKKEN

As the principal of HBF Web Services, Aaron Bakken brings to the Peralta projects the experience gained from the development of his own e-commerce website (homeandbackyard.com – currently being redesigned), offering consulting services geared toward helping companies and institutions launch and manage the content of their business websites. Aaron Bakken is also the co-founder of Bakken Creative Company, which has a successful project history with Peralta. Aaron Bakken will serve as the overall account manager on the project. His involvement will be limited to being on site during the initial intensive CMS clean up period and ensuring his team stays on target with weekly benchmarks and deadlines. He will also coordinate status meetings (weekly or bi-weekly as needed) with Peralta project management staff, and oversee staff training and the ongoing maintenance contract outlined in this statement of work.

### DICKSON BUENO

Dickson Bueno was previously Creative Services Director at Bakken Creative Company from 2005 to 2007. He brings years of project management, design and marketing experience to this project. His work for Publicis, Harris Drury Cohen, Beber Silverstein, and Crispin Porter & Bogusky have provided a wealth of experience with clients ranging from the Florida Marlins to Mini Cooper and Chivas Regal to name a few. He has played an active role in the creation and implementation of various types of product branding, marketing and web strategies for each individual client, from start to finish. From overseeing project flow, vendors and production details, his experience is critical to maintaining a high level of project efficiency within working budgets, in an effort to meet and exceed client expectations.

### JAMES YETT

Jim has a broad base of experience designing and implementing websites, user interface and icon design, IT project management, creative and expository writing. He brings to each project a great attention to detail, inventive out-of-the-box thinking, and a strong ability to simplify in concept and in design. Jim has worked on numerous web projects including sites for The Santa Clara Valley Transportation Authority, Heuristics Search, Inc., All Architectural Stone, Olympic Spring Office Park, U Go Girl – a site for Travel Journalist Elain Lee, The Yankee Group, and Avid Technology. Jim is proficient in multiple software programs and platforms including: Photoshop, Fireworks, Dreamweaver, Illustrator, Flash, ImageReady, FrameMaker, ResEdit, FileMaker Pro, 3D Studio Max.

### JESSIE O'BRIEN

Aaron Bakken / HBF Web Services  
655 12<sup>th</sup> Street, #411, Oakland, CA 94607  
Peralta Web Pre-Launch SOW 2-22-08

Jessie will serve as one of our onsite CMS specialists for the Peralta project. He has held various roles as a software and computer technician, web designer and programmer, web and software production QA specialist, and webserver technician (Apache2, php, mysql, e107 CRM). He's held various technical/IT/web roles at companies like Turbine Games, Logoless Studios, Staples, Go2It, Circuit City, and RX Computers. The most relevant skills he'll bring to the Peralta project are in Website Development with HTTP/Javascript via raw text manipulation and Nvu methods.

Aaron Bakken / HBF Web Services  
655 12<sup>th</sup> Street, #411, Oakland, CA 94607  
Peralta Web Pre-Launch SOW 2-22-08

## IMPLEMENTATION TEAM BILLING RATES

We will bill all regular time and additional time at the stated hourly rates below.

Dickson Bueno	\$60/hour - project management
Jim Yett	\$50/hour - web/CMS maintenance
Jesse O'Brien	\$50/hour - web/CMS maintenance
Aaron Bakken	\$75/hour - project management and main client contact

With the time estimates we've generated for our full time involvement on this project up to March 10th, we have projected the initial costs of this effort will equal \$25,000.

### **NOTE**

It is our understanding that the actual act of migrating all the pages of content to the live Peralta sites will be the responsibility of either the Peralta IT team or the vendor that originally built the beta versions of the new sites.

### EXPENSES

We anticipate additional expenses to be incurred for transportation to and from project sites and parking. These expenses will be billed as incurred and included with our invoicing. Mileage will be billed at a rate of 50.5 cents per mile per the current 2008 IRS Standard Mileage Rates (<http://www.irs.gov/newsroom/article/0,,id=176030,00.html>)

### PAYMENT SCHEDULE

HBF Web Services will submit one invoice for this project effort, given the short time frame for completion. Any additional time invested in the first three weeks will be added to future weekly invoices as necessary or if appropriate. Expenses will be billed as incurred at the end of this effort.

Aaron Bakken / HBF Web Services  
655 12<sup>th</sup> Street, #411, Oakland, CA 94607  
Peralta Web Pre-Launch SOW 2-22-08

## CLOSING

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We hope this agreement and our cost structure meet with your approval, and will see us starting immediately on getting your websites ready to launch.

Submitted by:

Aaron Bakken  
Principal  
HBF Web Services

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## TERMS

### 1. Time for Payment

All invoices are payable net 30 days from the date of the invoice. A 1.5% monthly service charge is payable on all overdue balances. Acknowledged receipt of our invoices by Peralta will eliminate this monthly service charge as long as reasonable payable terms are met. The grant of any license or right of copyright is conditioned on receipt of full payment.

### 2. Changes

Peralta shall be responsible for making additional payments for all requested changes beyond original assignment. No changes or additions shall be made without a written estimate and approval from Peralta. Peralta shall offer HBF Web Services the first opportunity to make any changes.

### 3. Expenses

Peralta shall reimburse HBF Web Services for basic travel expenses as well as those approved in advance in writing by Peralta arising from this assignment, including the payment of any sales taxes due on this assignment.

### 4. Modifications

Modification of the Agreement must be written, except that the invoice may include, and Peralta shall pay, fees or expenses that were authorized in writing in order to progress promptly with the work.

### 5. Cancellation

In the event of cancellation of this assignment, ownership of all copyrights and other ownership rights, and the original artwork, shall be transferred by HBF Web Services to Peralta only upon payment for all work completed as of the termination date

### 6. Independent Contractors

The human resource effort to be provided by HBF Web Services under this agreement shall constitute a "work for hire" for purposes of US labor laws, and, upon payment of all amounts due to HBF Web Services under this agreement, Peralta shall own all finished work provided hereunder, including without limitation all copyrights, trademarks, or other proprietary rights associated therewith.

Aaron Bakken / HBF Web Services  
655 12<sup>th</sup> Street, #411, Oakland, CA 94607  
Peralta Web Pre-Launch SOW 2-22-08

## **7. Approvals/Authors Corrections**

Peralta approval is required at various phases of the project in order to move forward. If Peralta delays review/approval/sign off, HBF Web Services cannot be held responsible for missed deadlines caused by such delays. If the project schedule changes (causing down time and/or rush charges), or if the scope changes from this proposal, there may be additional charges. Peralta is responsible for final content proofreading on all materials before approving to proceed with production. HBF Web Services will be responsible for production (layout and file formatting) proofing prior to final execution of project. If Peralta requests changes after approvals have been given, Peralta will be billed for any additional work performed. If there are additional rounds of changes and/or meeting requirements, an addendum will be issued to Peralta with charges billed hourly, per service.

## **8. Warranty of Originality**

HBF Web Services warrants and represents that, to the best of his knowledge, the work assigned hereunder is original and has not been previously published, and does not infringe upon the proprietary rights of any third party; that all work or portions thereof obtained through the undersigned from third parties is original and that consent to assign has been obtained on an unlimited basis; that HBF Web Services has full authority to make this agreement; and that the work prepared by HBF Web Services does not contain any scandalous, libelous, or unlawful matter.

## **9. Limitation of Liability**

Both parties agree that they shall not hold the other party or its agents or employees liable for any incidental or consequential damages which arise from such party's failure to perform its obligations under this agreement in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the defaulting party or a third party. It is understood that performance and availability of the Internet and intranets in general is unpredictable and impossible to completely control. HBF Web Services will make best efforts to ensure optimal performance and availability to Peralta, but cannot be held responsible for events beyond their control.

## **10. Copyrights and Trademark**

Trademark search and copyright registration is the sole responsibility of Peralta and its clients, if applicable. Any legal and/or collection fees incurred in any way related to this project are the sole responsibility of Peralta.

## **11. Use of Names**

HBF Web Services is permitted to refer to its relationship with Peralta, and include references to this in its printed and virtual correspondence with clients and prospective clients.

## **ACCEPTANCE**

To accept the terms and conditions of this project agreement, dated 2/22/08, please fill out the information below, and return to HBF Web Services You may fax this signed document (in its entirety) to 510.452.0934 to expedite the process, and send a hard copy via mail for our records.

Aaron Bakken / HBF Web Services  
655 12<sup>th</sup> Street, #411, Oakland, CA 94607  
Peralta Web Pre-Launch SOW 2-22-08

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Authorized signature from Peralta

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Printed name

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Date

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Purchase order #

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Signature of Aaron Bakken, representing HBF Web Services

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Date

Aaron Bakken / HBF Web Services  
655 12<sup>th</sup> Street, #411, Oakland, CA 94607  
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**WEB LAUNCH CONTENT MANAGEMENT  
AND POST LAUNCH TRAINING AND MAINTENANCE  
STATEMENT OF WORK  
FROM HBF WEB SERVICES**

**PREPARED FOR THE  
PERALTA COMMUNITY COLLEGE DISTRICT**

**MARCH 5TH, 2008**

## **ASSIGNMENT OBJECTIVES**

This statement of work is for the second phase of website launch support to the Peralta Community College District. Our mission is to continue the organization and clean up all of the migrated web content and images on the 5 Peralta websites – District, Laney College, Berkeley City College, Merritt College and College of Alameda - incorporating all key constituent input and changes, and getting the site content as complete as possible for public viewing.

In addition, we will outline our ongoing support plan for the 6 months following the launch of the 5 websites, as well as a training program that will provide in person guidance to key Peralta constituent groups and faculty on how to perform basic page additions and edits in the Ektron CMS400 system.

## **KEY PLAYERS ASSIGNED TO YOUR PROJECT**

### AARON BAKKEN

As the principal of HBF Web Services, Aaron Bakken brings to the Peralta projects the experience gained from the development of his own e-commerce website (homeandbackyard.com – currently being redesigned), offering consulting services geared toward helping companies and institutions launch and manage the content of their business websites. Aaron Bakken is also the co-founder of Bakken Creative Company, which has a successful project history with Peralta. Aaron Bakken will serve as the overall account manager on the project. His involvement will be limited to being on site during the initial intensive CMS clean up period and ensuring his team stays on target with weekly benchmarks and deadlines. He will also coordinate status meetings (weekly or bi-weekly as needed) with Peralta project management staff, and oversee staff training and the ongoing maintenance contract outlined in this statement of work.

### DICKSON BUENO

Dickson Bueno was previously Creative Services Director at Bakken Creative Company from 2005 to 2007. He brings years of project management, design and marketing experience to this project. His work for Publicis, Harris Drury Cohen, Beber Silverstein, and Crispin Porter & Bogusky have provided a wealth of experience with clients ranging from the Florida Marlins to Mini Cooper and Chivas Regal to name a few, He has played an active role in the creation and implementation of various types of product branding, marketing and web strategies for each individual client, from start to finish. From overseeing project flow, vendors and production details, his experience is critical to maintaining a high level of project efficiency within working budgets, in an effort to meet and exceed client expectations.

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Peralta Web Content, Training & Post-Launch SOW 2-25-08

a strong ability to simplify in concept and in design. Jim has worked on numerous web projects including sites for The Santa Clara Valley Transportation Authority, Heuristics Search, Inc., All Architectural Stone, Olympic Spring Office Park, U Go Girl – a site for Travel Journalist Elain Lee, The Yankee Group, and Avid Technology. Jim is proficient in multiple software programs and platforms including: Photoshop, Fireworks, Dreamweaver, Illustrator, Flash, ImageReady, FrameMaker, ResEdit, FileMaker Pro, 3D Studio Max.

#### JESSIE O'BRIEN

Jessie will serve as one of our onsite CMS specialists for the Peralta project. He has held various roles as a software and computer technician, web designer and programmer, web and software production QA specialist, and webserver technician (Apache2, php, mysql, e107 CRM). He's held various technical/IT/web roles at companies like Turbine Games, Logoless Studios, Staples, Go2It, Circuit City, and RX Computers. The most relevant skills he'll bring to the Peralta project are in Website Development with HTTP/Javascript via raw text manipulation and Nvu methods.

## **IMPLEMENTATION TEAM BILLING RATES**

We will bill all regular time and additional time at the stated hourly rates below.

Dickson Bueno	\$60/hour - project management
Jim Yett	\$50/hour - web/CMS maintenance
Jesse O'Brien	\$50/hour - web/CMS maintenance
Aaron Bakken	\$75/hour - project management and main client contact

### **Second Phase of Web Launch Support**

With the time estimates we've generated for our full time involvement on this project up to the launch of the 5 Peralta websites, we have projected the costs of this second phase effort will not exceed \$15,000.

### **Ongoing Maintenance**

The exact amount of ongoing effort needed to support Peralta's various website constituents is not known at this time, and will likely vary from week to week. Thus, we are providing a monthly retainer rate that should provide a minimum baseline of project management and content management team members' time. The content management responsibilities will be split between two individuals - Jim Yett and Jessie O'Brien. Project management will be split between Dickson Bueno and Aaron Bakken. If there are months in which more effort is required beyond this retainer amount, the added hours will simply be billed at the stated rates above.

**Maintenance Services to begin once the 5 sites are launched, and will be billed bi-weekly for a six month period ending September 30th, 2008.**

**Monthly Retainer = \$11,250**

(168 content management hours at \$50/hour and 38 hours of project management from Aaron Bakken at \$75/hour)

**Total scope of work for the 6 month retainer period will not exceed \$75,000, including expenses and an allotment of additional staff time for some overages**

### **Staff and Faculty Training**

We have also been asked to outline a budget for developing and administering a series of training classes/labs for a variety of staff and faculty groups. These labs will provide straight forward instructions on how to edit existing web pages, add new pages, and insert images and files to pages. In addition, we will develop a few short web videos that can serve as a follow up demonstration on how to accomplish these tasks - and these will most likely be posted on a secure portion of the Peralta web sites.

Note that we anticipate Aaron Bakken and Jesse O'Brien will facilitate each training session, and will need a total of 4 hours to execute each session (1 hour for

transportation, prep & set up time, 2 hours for the class, 1 hour for questions and break down of training materials, computers, and classroom and transportation back).

**Development of training outline, presentation flow and creation of training videos: \$3,500**

**The following group training labs will be provided:**

**District Office – \$2,500 for 5 total training labs (1 for each group below)**

**Each training session will be scheduled to last for 2 hours**

1. Human Resources & Benefits Administration
2. Finance & Purchasing
3. Board & Legal
4. Information Technology & Marketing
5. Admissions & Records, International, Educational Services

**Colleges - \$8,000 for 18 total training labs**

**Each training session will be scheduled to last for 2 hours**

1. Faculty – 2 trainings will be offered for each of the 4 colleges (8 total training labs)
2. Department Heads & Deans – 2 trainings per college (8 total training labs)
3. Public Information Officers – 1 training only
4. Librarians – 1 training only for all librarians across all campuses

**Drop-In Labs - \$1,000**

We will also offer two drop in labs time slots for 2 hours each, where we will be available to further assist and demonstrate how to make page updates and additions. Resulting in an additional 4 hours for Jesse O'Brien and 4 hours for Aaron Bakken, for a total 8 hours.

**Total scope of work for training services = \$15,000  
(budget will not exceed \$16,000 including expenses)**

**NOTE**

It is our understanding that the actual act of migrating all the pages of content to the live Peralta sites will be the responsibility of either the Peralta IT team or the vendor that originally built the beta versions of the new sites.

**EXPENSES**

We anticipate additional expenses to be incurred for transportation to and from project sites and parking. These expenses will be billed as incurred and included with our invoicing. Mileage will be billed at a rate of 50.5 cents per mile per the current 2008 IRS Standard Mileage Rates

(<http://www.irs.gov/newsroom/article/0,,id=176030,00.html>)

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Peralta Web Content, Training & Post-Launch SOW 2-25-08

**PAYMENT SCHEDULE**

HBF Web Services will submit one invoice for the final web content clean up effort (\$15,000).

We will bill the monthly maintenance retainer in bi-weekly installments of 50%.

Trainings will be billed as one lump sum of \$15,000, unless Peralta prefers a different payment scheduled.

Expenses will be billed as incurred at the end of each effort.

## CLOSING

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We hope this agreement and our cost structure meet with your approval, and will see us starting immediately on getting your websites ready to launch.

Submitted by:

Aaron Bakken  
Principal  
HBF Web Services

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## TERMS

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In the event of cancellation of this assignment, ownership of all copyrights and other ownership rights, and the original artwork, shall be transferred by HBF Web Services to Peralta only upon payment for all work completed as of the termination date

### 6. Independent Contractors

The human resource effort to be provided by HBF Web Services under this agreement shall constitute a "work for hire" for purposes of US labor laws, and, upon payment of all amounts due to HBF Web Services under this agreement, Peralta shall own all finished work provided hereunder, including without limitation all copyrights, trademarks, or other proprietary rights associated therewith.

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## **8. Warranty of Originality**

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## **9. Limitation of Liability**

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## **11. Use of Names**

HBF Web Services is permitted to refer to its relationship with Peralta, and include references to this in its printed and virtual correspondence with clients and prospective clients.

## **ACCEPTANCE**

To accept the terms and conditions of this project agreement, dated 2/25/08, please fill out the information below, and return to HBF Web Services. You may fax this signed document (in its entirety) to 510.452.0934 to expedite the process, or hand a signed copy to Aaron Bakken while he's on site with the Marketing team.

Aaron Bakken / HBF Web Services  
655 12<sup>th</sup> Street, #411, Oakland, CA 94607  
Peralta Web Content, Training & Post-Launch SOW 2-25-08

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Authorized signature from Peralta

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Printed name

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Date

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Purchase order #

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Signature of Aaron Bakken, representing HBF Web Services

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Date

Aaron Bakken / HBF Web Services  
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