

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

PURCHASE ORDER NO 0001072125
CHANGE ORDER

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date	Revision	Page
06/20/2013	1 - 06/27/2013	1
Payment Terms	Freight Terms	Ship Via
NET 30	Destination	Best Metho
Reference:	Location / Dept	
769411 HAUG POONV	04DOGH	

Vendor: 0000013882
 GIOIA DANA
 7190 FAUGHT ROAD
 SANTA ROSA, CA 95403

Phone: (707) 836-0354

email:

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

Bill To: 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	POET SPEAKER HONARIUM AT FOLSOM LAKE COLLEGE - APRIL, 2013	1.00 EA	1,000.00	1,000.00	06/27/2013
2- 1	MILEAGE REIMBURSEMENT	1.00 EA	145.56	145.56	06/27/2013

ENCLOSE SERVICE AGREEMENT # 45140

PAY INVOICE #0000001 DATED 4/26/13

06/27/13 - DECREASE LINE 2 \$30.72, NEW TOTAL \$1,145.56 JA

Sub Total Amount	1,145.56
Sales Tax Amount	0.00
Total PO Amount	1,145.56

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VI.STAF	67516	00000	047C	1,145.56	2013

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

[Handwritten Signature]
 06/28/13

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods 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.

Change Order Request

Submitted
6/26/13.

PO # 0001072125

Request Date: 06/26/13

College/Dept: FLC

Vendor Name GIOIA, DANA
(one PO per request)

Vendor #0000013882

Change unit price on line 2 to \$145.56 (DECREASE OF \$30.72)

DO NOT SEND CHANGE ORDER TO VENDOR

New PO Total = \$1,145.56

Comments to be added:

Requested by AOPS, Approved by K. Kirklin_ Forward Po/Change Order to B. Wong
Adjust Mileage Reimbursement to 257.63/miles at \$.565/mile = \$145.56 per Map Quest report for
distance traveled.

OTHER:

Completed should be forwarded via e-mail by an **authorized signer** to the **DO – Purchasing** mailbox.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

PURCHASE ORDER NO 0001072125

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date 06/20/2013	Revision 1	Page 1
Payment Terms NET 30	Freight Terms Destination	Ship Via Best Metho
Reference: 769411 HAUG POONV		Location / Dept 04DOGH

Vendor: 0000013882
GIOIA DANA
7190 FAUGHT ROAD
SANTA ROSA, CA 95403

Phone: (707) 836-0354

email:

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

Bill To: 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	POET SPEAKER HONARIUM AT FOLSOM LAKE COLLEGE - APRIL, 2013	1.00	EA	1,000.00	1,000.00	04/11/2013
2- 1	MILEAGE REIMBURSEMENT	1.00	EA	176.28	176.28	04/11/2013

ENCLOSE SERVICE AGREEMENT # 45140

PAY INVOICE #0000001 DATED 4/26/13

Sub Total Amount	1,176.28
Sales Tax Amount	0.00
Total PO Amount	1,176.28

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VI.STAF	67516	00000	047C	1,176.28	2013

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

[Handwritten Signature]
06/25/13

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE 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.
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 those terms are 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, CONTRACTORS 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.

LOS RIOS Community College DISTRICT

Requisition

Page _____ of _____

Req. No. 769411
P.O. NO.

Vendor Code	DATE <u>April 13, 2013</u>
Approved	VENDOR <u>Dana Gioia</u>
Terms	ADDRESS <u>7190 Faight Road</u>
F.O.B.	CITY <u>Santa Rosa</u> STATE <u>CA</u> ZIP <u>95403</u>
	PHONE <u>707-836-0354</u> FAX _____

DELIVERY INSTRUCTIONS	
04DOGH128	
Location Code	
FLC	Instructional
College/District Location	Department
Instructional	
Division	Date Required

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.				
1	Poet Speaker Honorarium at Folsom	1			\$1,000.00
2	Lake College - April, 2013				
3					
4	Mileage Reimbursement (AMOUNT ONLY)	1	EA		\$176.28
5	Services RWD 4/11/13				
6					
7					
8					
9	Unauthorized purchase letter attached;				
10	also service agreement no. 45140;				
11	vendor application, w-9 and invoice.				
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects				SalesTax
This purchase is in compliance with the requirements of _____				
Program Name				
For grants/special projects _____				
Program Director/Coordinator Signature _____			Project/Grant Number _____	
			Total \$1,176.28	
Program Goal/Objective Number/Explanation				

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

Paula Haug 5/13/13

REQUESTED BY: _____ TYPED/PRINT _____ DATE _____

[Signature] _____ SIGNATURE _____ DATE _____

DAVID WILLIAMS [Signature] 5/13/13

AUTHORIZED: DEAN OR AUTHORIZED SIGNATURE _____ DATE _____

[Signature] 5/17/13

APPROVED: VICE PRESIDENT, ADMINISTRATION _____ DATE _____

GENFD	/ 5100	/ 11	/ FL.VI.STAF	
Bus. Unit	Account*	Fund	Org	
67516	/ 00000	/ 2013	/ 047C	\$ 1,176.28
Program	Sub-Class	BY	Proj/Grnt	Amount
/	/	/	/	
Bus. Unit	Account*	Fund	Org	
/	/	/	/	\$
Program	Sub-Class	BY	Proj/Grnt	Amount
* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.				
Location Code _____			Dept. _____	
Building _____			Room No. _____	


Instructions on Reverse



FOLSOM LAKE COLLEGE
EL DORADO CENTER ♦ RANCHO CORDOVA CENTER

INTEROFFICE MEMORANDUM

TO: Brenda Haney, Business Services
Ruth Nielsen and Renee Russo, Visual and Performing Arts

FROM: David Williams 
Dean, Visual and Performing Arts

SUBJECT: Unauthorized Purchase: Stipend and Mileage Reimbursement for Dana Gioia

DATE: 5/13/13

The Professional Development Committee voted to provide a \$1,000 stipend and mileage reimbursement for an on-campus speaking engagement by Dana Gioia, former Chair of the National Endowment of the Arts, in the amount of \$1,176.28.

While the agreement to support this was made in advance, I failed to initiate the appropriate paperwork in advance. This was a communication error, and as the administrative liaison to the PDC, I was remiss in my oversight responsibilities.

I would ask your lenience in honoring this request in the amount of \$1,178.28. I have already had discussions with the PDC Chair (Paula Haug), President, and Vice President of Administration about ensuring that these oversights do not happen again.

Thank you for your consideration.



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

VENDOR PACKET

Vendor Packet Check List

1. REVIEW/INFORMATION ONLY:

Purchase Order Terms and Conditions

Insurance Requirements for vendors providing onsite or contract services

2. ~~COMPLETE AND RETURN:~~

Vendor Application

W-9

VENDOR NAME: DANA GIOIA

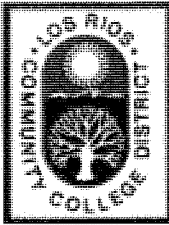
Return the following via email, mail or fax:

Application W-9

Email – lrccdpurchase@losrios.edu

Mail – 1919 Spanos Court, Sacramento, CA 95825

Fax – (916) 568-3145




LOS RIOS
 COMMUNITY COLLEGE DISTRICT
 1919 Spanos Court ■ Sacramento, CA 95825
 PURCHASING DEPARTMENT (916) 568-3071
 Fax (916) 568-3145 ■ lrccd.purchase@losrios.edu

VENDOR APPLICATION

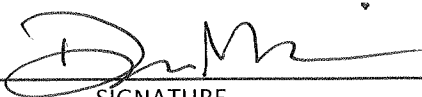
Return signed completed form to Purchasing via fax or email.

NAME: DANA GIOIA

NAME OF FIRM <u>DANA GIOIA</u>		FEDERAL ID# OR SOCIAL SECURITY # <u>562-90-5803</u>	
MAILING ADDRESS <u>7190 Fought Road Santa Rosa, CA 95403</u>		RE  Dana Gioia 7190 Fought Rd. Santa Rosa, CA 95403-7835 <u>gioia@usc.edu</u>	
PHONE <u>707-836-0354</u>	FAX		

WEBSITE			ORGANIZATION CLASSIFICATION (Check all that apply)													
AUTHORIZED COMPANY REPRESENTATIVES <table border="1"> <thead> <tr> <th>Name</th> <th>Title/Capacity</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td><u>Dana Gioia</u></td> <td><u>_____</u></td> <td><u>gioia@usc.edu</u></td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Name	Title/Capacity	Email	<u>Dana Gioia</u>	<u>_____</u>	<u>gioia@usc.edu</u>							<input checked="" type="checkbox"/> Individual	<input type="checkbox"/> MBE
			Name	Title/Capacity	Email											
<u>Dana Gioia</u>	<u>_____</u>	<u>gioia@usc.edu</u>														
<input type="checkbox"/> Partnership	<input type="checkbox"/> WBE	<input type="checkbox"/> Non Profit	<input type="checkbox"/> DVBE	<input type="checkbox"/> Corporation (List State Incorporated)												
Contractor's License #			_____													

PROVIDE LIST OF COMMODITIES, EQUIPMENT, SUPPLIES and/or SERVICES AVAILABLE TO THE DISTRICT		

VENDOR CERTIFICATION I certify that all statements contained herein are correct. I understand that this information will be used as a basis for evaluating my request to receive bid invitations for purchases. I understand that being placed on the qualified vendor bid list does not in any way represent an endorsement of my firm by Los Rios, nor does it relieve my firm of providing bonds and insurances as required. I further agree to disclose any known or potential conflicts of interest relating to my business and Los Rios. I understand the requirements for fulfilling and invoicing orders. I further certify this firm is an equal opportunity employer. _____ INITIALS		OTHER BUSINESS INFORMATION Payment Terms _____ Discounts Extended _____ Refund/Returns _____  <u>4/26/13</u> SIGNATURE TITLE DATE	
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**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

Name (as shown on your income tax return)
 MICHAEL DANA GIOIA

Business name/disregarded entity name, if different from above
 DANA GIOIA

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Exempt payee

Address (number, street, and apt. or suite no.)
 7190 BAUGH ROAD

City, state, and ZIP code
 SANTA ROSA, CA 95403

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

5	6	2	-	9	0	-	5	3	0	3
---	---	---	---	---	---	---	---	---	---	---

Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Michael Dana Gioia* Date ▶ 4/26/13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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. 45140

Attachment to Purchase Order No. _____

This Agreement entered this 22nd day of 4/13 by and between the Los Rios Community College District (District) and (CONTRACTOR), DANA Gioia CONTRACTOR No. _____ Social Security No. 562-90-5303

Business Name (if different) _____ FIN No. _____

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

Telephone No. 707-836-0354 (SSN or FIN No. must be provided for payment)

Address 7190 Faught Road City and State Zip Santa Rosa, CA 95403

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

Are you related to an employee of the District? Yes _____ No 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) 4/11/13 to (date) 4/11/13. 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.

2. **Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$1,176.28 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/upon receipt of invoice 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) Dana Gioia

Signature of CONTRACTOR  Date 4/26/13 Requisition # 769409

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

Coming to FLC! Thursday, April 11
at 12:15 in the large Lecture Hall, FL3-173

Dana Gioia

Poet Extraordinaire (and former Chairman,
National Endowment for the Arts)



The Present

—Dana Gioia

The present that you gave me months ago
is still unopened by our bed,
sealed in its rich blue paper and bright bow.
I've even left the card unread
and kept the ribbon knotted tight.
Why needlessly unfold and bring to light
the elegant contrivances that hide
the costly secret waiting still inside?

—From *Pity the Beautiful* (2012)



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

This questionnaire is to be used to determine if an individual is an independent contractor or employee. The individual should be consulted where necessary to answer all questions. If you believe that the individual qualifies as an independent contractor, submit a requisition, service agreement, checklist, and any explanatory attachments. The contract will not be valid until a Purchase Order is issued, and no agreements should be made nor should work commence before that time. Due consideration should be given to all questions, since the penalty to the originating department for misclassification is approximately 50% of the contract amount. For more information see the District Purchasing Guide. If you have any questions or require assistance, please contact the Director, Accounting Services at the District Office.

- | | Y | N |
|--|-------------------------------------|-------------------------------------|
| 1. Has this person ever been employed by the District? If so, please explain when and in what capacity _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Does the work include teaching, training, facilitating, counseling, curriculum development, workshops, seminars, or any other function related to education? If so, please explain <u>poetry speaker here</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Will the District exercise any control, direction or supervision of the contractor? If so, please explain _____. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above questions is "Yes" this person should be classified as an employee. If you believe that independent contractor status can still be justified, please attach a statement explaining why, and continue to question #4. If the answer to all of the above questions is "No", continue to question #4.

- | | | |
|---|-------------------------------------|-------------------------------------|
| 4. Must this individual perform the services (as opposed to the individual subcontracting or assigning the work to others)? Please explain to what extent the individual may or may not hire/subcontract others to do the work _____. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Has this individual worked for the District as an independent contractor in the past? If so, please explain the nature of past services (for what period, continuous vs. intermittent, how many hours, etc.) _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Can the contractor quit for any reason other than the District's breach of contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Can the District terminate the contract for any reason other than the contractor's breach of contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to three or more of these questions 4 through 7 are "Yes" this person should be classified as an employee. If you believe that independent contractor status can still be justified, please attach a statement explaining why and continue to question #8.

- | | | |
|--|-------------------------------------|-------------------------------------|
| 8. Does the individual operate an independent trade or business, offering these same services to the general public? If so, please ask the individual what proportion of their annual revenues are obtained from the District:
Less than 25%- _____ Between 25% & 50% _____ Over 50 % _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Does this individual have a substantial investment in his/her business, maintain facilities, own/rent equipment, etc.? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Does the individual provide all materials, supplies, and support services necessary for performance of this service? If no, please explain _____. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Does the individual bear the cost of any travel and business expenses incurred to perform this service (no District reimbursement)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to questions 8 through 11 is "Yes", and the answer to questions 1 through 7 is "No", this individual can be classified as an independent contractor.

The above information has been compiled and reviewed per District Guidelines:

Originator: Rune C. Nielsen Date: 5/16/13

LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form

Requisition No 769411
Description of Services Speaker services - PDC
post honorarium

As of January 1, 2003, Education Code Section 88003.1 restricts the District's ability to contract for services. Before a requisition can be processed, the following certificate must be completed indicating that the required service meets the Ed Code criteria.

Section I

The requisition will not go forward for processing unless you answer yes to at least one of the questions below:

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. Is this a continuing Service Agreement that was in place before January 1, 2003? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The Legislature has specifically mandated or authorized the service to be contracted out. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The necessary services are either unavailable within the District workforce, cannot be satisfactorily performed by employees, or are very highly specialized. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. The services are incidental to a contract for the purchase of real or personal property, for example a service contract for office equipment. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Contracting out is necessary to avoid a conflict of interest or other legal problem, or where an outside perspective is needed. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. The service is needed to respond to an emergency. The contract shall be no longer than sixty days. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by District staff. | <input checked="" 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 checked="" type="checkbox"/> |

Section II

If the services do not fall within one of the above exceptions, the requisition will not go forward unless you answer yes to all of the following questions:

- | | | |
|--|-------------------------------------|-------------------------------------|
| 1. There clearly will be actual overall cost savings. | <input checked="" 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 checked="" 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The District shall include the District's costs of supervising, inspecting or monitoring the contractor. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. The services are not being contracted out solely to save money. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. The contract does not cause the displacement of District employees. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. The savings must be large enough that market fluctuations will not tip the balance. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. The amount of savings must clearly justify the size and duration of the contract. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. The contract must be publicly bid. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. The contract includes specific qualifications of the staff that will perform the work and includes nondiscrimination provisions. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. There is minimal risk of contractor rate increases. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. The contract is with a firm. | <input checked="" 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 checked="" 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: *Ruth Neesen*
(Dean or other Authorized Signature)

Date: 5/16/13

Dana Gioia
7190 Faught Road
Santa Rosa, CA 95403

INVOICE

LRCCD
1919 Spanos Court
Sacramento, CA 95825-3961

Invoice # 0000001
Invoice Date 04/26/2013
Due Date 04/26/2013

Item	Description	Unit Price	Quantity	Amount
Service	Honorarium - Poet Speaker	1000.00	1.00	1,000.00
Expense	Mileage Reimbursement	176.28	1.00	176.28
Subtotal				1,176.28
Total				1,176.28
Amount Paid				0.00
Balance Due				\$1,176.28

NOTES: Honorarium - Poet Speaker at Folsom Lake College on April 11, 2013
Service Agreement and vendor application attached

Current
LRCCD
Mileage Rate
is \$.565 / mi
RT: Speaker's home to FCC
and Return
257.63 mi x \$.565
= \$ 145.52













Trip to:
7190 Faught Rd
Santa Rosa, CA 95403-7835
257.63 miles / 4 hours 51 minutes


Notes


*Support Detail for
Line # 2 mileage
Reimbursement (see pg 3 of 3)*


A 7190 Faught Rd, Santa Rosa, CA 95403-7835


- 1. Start out going **northwest** on **Faught Rd** toward **Pleasant Ave.** [Map](#) **0.01 Mi**
0.01 Mi Total
- ↑ 2. **Faught Rd** becomes **Pleasant Ave.** [Map](#) **1.2 Mi**
1.2 Mi Total
- ↶ 3. Turn **left** onto **Old Redwood Hwy.** [Map](#) **2.1 Mi**
3.3 Mi Total
- ↷ 4. Turn **right** onto **Fulton Rd.** [Map](#) **0.7 Mi**
4.0 Mi Total
- ↗  5. Merge onto **US-101 S** toward **Santa Rosa / San Francisco.** [Map](#) **22.1 Mi**
26.1 Mi Total
-  6. Take the **CA-116 E** exit, **EXIT 472B**, toward **Napa / Sonoma.** [Map](#) **0.2 Mi**
26.3 Mi Total
- ↶  7. Turn **left** onto **Lakeville St / CA-116.** Continue to follow **CA-116 E.** [Map](#) **4.4 Mi**
30.8 Mi Total
- ↶  8. Turn **left** onto **Stage Gulch Rd / CA-116.** [Map](#) **2.3 Mi**
33.0 Mi Total
- ↷  9. Turn **right** onto **Stage Gulch Rd / CA-116.** Continue to follow **CA-116.** [Map](#) **4.9 Mi**
37.9 Mi Total
- ↶  10. Turn **left** onto **CA-121.** [Map](#) **9.3 Mi**
47.2 Mi Total
-  11. Take the **CA-29 S / CA-12 E** ramp toward **American Canyon / Vallejo / Fairfield.** [Map](#) **0.08 Mi**
47.2 Mi Total
- ↑  12. Stay **straight** to go onto **CA-29 S / CA-12 E.** [Map](#) **3.9 Mi**
51.1 Mi Total
- ↶  13. Turn **left** onto **Jameson Canyon Rd / CA-12.** [Map](#) **5.8 Mi**
57.0 Mi Total
- ↗  14. Merge onto **I-80 E.** [Map](#) **3.9 Mi**
60.8 Mi Total
- ↶  15. Keep **left** to take **I-80 E** toward **Fairfield / Sacramento.** [Map](#) **38.7 Mi**
99.5 Mi Total

- 

16. Keep **left** to take **US-50 E** toward **Sacramento / South Lake Tahoe**. [Map](#)
26.8 Mi
126.3 Mi Total

- 
17. Take the **E Bidwell St / Scott Rd** exit, **EXIT 27**. [Map](#)
0.4 Mi
126.7 Mi Total


- 
18. Turn **left** onto **Scott Rd / E Bidwell St**. Continue to follow **E Bidwell St**. [Map](#)
1.6 Mi
128.3 Mi Total


- 
19. Turn **right** onto **College Pky**. [Map](#)
0.01 Mi
128.3 Mi Total



- 
20. **10 COLLEGE PKWY**. [Map](#)



A to B Travel Estimate: 128.34 mi - about 2 hours 27 minutes



B 10 College Pkwy, Folsom, CA 95630-6798



- 
1. Start out going **southwest** on **College Pky** toward **E Bidwell St**. [Map](#)
0.02 Mi
128.4 Mi Total



- 
2. Take the 1st **left** onto **E Bidwell St**. [Map](#)
1.3 Mi
129.6 Mi Total



- 

3. Merge onto **US-50 W** toward **Sacramento**. [Map](#)
27.1 Mi
156.7 Mi Total



- 

4. **US-50 W** becomes **I-80 W**. [Map](#)
42.2 Mi
198.9 Mi Total



- 

5. Merge onto **Jameson Canyon Rd / CA-12** toward **Napa / Sonoma**. [Map](#)
6.3 Mi
205.2 Mi Total



- 

6. Turn **right** onto **CA-29 N / CA-12 W**. [Map](#)
4.0 Mi
209.2 Mi Total



- 

7. Turn **left** onto **CA-12 / CA-121**. [Map](#)
8.2 Mi
217.4 Mi Total


- 

8. Turn **slight left** onto **CA-121**. [Map](#)
1.1 Mi
218.5 Mi Total

- 

9. Turn **right** onto **CA-116**. [Map](#)
4.9 Mi
223.4 Mi Total

- 

10. Turn **left** onto **Stage Gulch Rd / CA-116**. [Map](#)
2.3 Mi
225.7 Mi Total

- 

11. Turn **right** onto **Lakeville Hwy / CA-116 W**. [Map](#)
4.2 Mi
229.9 Mi Total

- 

12. Merge onto **US-101 N** toward **Eureka**. [Map](#)
25.5 Mi
255.3 Mi Total

- 
13. Take the **Old Redwood Hwy** exit, **EXIT 498**, toward **Central Windsor**. [Map](#)
0.3 Mi
255.6 Mi Total



14. Turn **right** onto **Old Redwood Hwy**. [Map](#)

0.8 Mi

256.5 Mi Total



15. Turn **left** onto **Pleasant Ave**. [Map](#)

1.2 Mi

257.6 Mi Total



16. **Pleasant Ave** becomes **Faught Rd**. [Map](#)

0.01 Mi

257.6 Mi Total



17. **7190 FAUGHT RD** is on the **left**. [Map](#)

B to C Travel Estimate: 129.29 mi - about 2 hours 24 minutes



7190 Faught Rd, Santa Rosa, CA 95403-7835

Total Travel Estimate: 257.63 miles - about 4 hours 51 minutes

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BOOK TRAVEL with mapquest

877-577-5766

Book Now

→ Round Trip from:

Speakers Home 7190 Faught Rd
Santa Rosa, CA 95403

to FLC 10 College Pkwy
Folsom CA 95630

and Return.

Current
LRCCD
Mileage Rate
is \$.565/mi

 $257.63 \text{ mi} \times .565$
 $= \$145.56$

Folsom Lake College Business Services

REQUISITION - YOUR ACTION REQUIRED

To: Renee Russo / D. Williams

Date: 5/13/13 REQ. No. 769411

- Dean/Mgr/Supv approval required
- IT Approval Required - (Software)
- Complete Sign Box for Categorical Funds
- Complete Asset Location Box
- Vendor Quote Required
- PRE-PAY - PO FORMA Invoice Required
- Budget coding required
- REQ total exceeds Available Budget
- 6490 Acct. Required - (Equipment)
- 4300/4500 Acct. Required - (Supply)
- Provide request for budget transfer / increase
- Please return to Business Services

COMMENTS:

① GS-79 & GS-154 Required
 ② Mileage MapQuest Required
 Thank you, Brenda Haney

PDC Dean

Prepared by R. Nilsen
REQ Packet SA

- Returned IN COMPZ 5/13/13.

- RCD completed REQ/SA 5/17/13.