#### LOS RIOS COMMUNITY COLLEGE DISTRICT

#### **PURCHASE ORDER NO 0001092817**

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

 Date
 Revision
 Page

 05/15/2017
 1

 Payment Terms Freight Terms

 NET 30
 Shipping Point
 Best Metho

 Reference:
 Location / Dept

 1009461 AGUILARJ SHEWMAKERN
 04ADMN ADMIN

Supplier: 0000036972

**RUBIN SHEILA** 

1197 VALENCIA STREET STE 5 SAN FRANCISCO CA 94110

Phone:

(415) 520-3974

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	CONTRACTOR TO PROVIDE ONE WORKSHOP FOR FOSTER AND KINSHIP CARE EDUCATION ON 05/12/17 ON HANDLING SHAME AT THE EL DORADO CENTER. SERVICE AGREEMENT#47518. NOT TO EXCEED \$1250.00	1.00EA	1,250.00	1,250.00	05/15/2017

PER SERVICE AGREEMENT# 47518

Sub Total Amount Sales Tax Amount Total PO Amount

**BYear** 

2017

1,250.00 0.00 1,250.00

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0001009461HARMANJ09-MAY-2017

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

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.
- ROB 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 <u>may</u> 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 <u>may</u> 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.

### Requisition

Supplier: RUBIN SHEILA 1197 VALENCIA STREET STE 5 SAN FRANCISCO CA 94110

**United States** 

Phone: (415) 520-3974

email:

Ship To:

RECEIVING 10 COLLEGE PARKWAY

FOLSOM CA 95630-6798

0000036972

Business Unit: GENFD OPEN Reg ID: Page Date 0001009461 04/28/2017 Requisition Name: Sheila Rubin Requester Bldg# Juline Aguilar Requester Signature ADMIN

Buyer: Nicholas Shewmaker

Approved:

Entered By: Juline 28-APR-2017

Line-Schd	Description	Quantity	UOM	Price	Extended Amt Due Date
1-1	CONTRACTOR TO PROVIDE ONE WORKSHOP FOR FOSTER AND KINSHIP CARE EDUCATION ON 05/12/17 ON HANDLING SHAME AT THE EL DORADO CENTER. SERVICE	1	EA	1,250.00	1,250.00 05/08/2017

AGREEMENT#47518. NOT TO EXCEED \$1250.00 FUNDS TRANSFER TO COME.

Total Requisition Amount:

1,250.00

Acct Fd 5100 12 Proj 471C <u>Org</u> <u>Prog</u> <u>Sub</u> FL.VS.FCPG 64900 00000 Amount GENFD 1,250.00

Phis purchase is in compliance with the requirement of OBT-2TRAINING For grants/special projects 470
For grants/special projects 470
Total State of Special Projects

Appr	oval	Signat	ure		
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**Approval Signature** 

Approval Signature
Juline aguilar

# LOS RIOS COMMUNITY COLLEGE DISTRICT SERVICE AGREEMENT

mis Agreement entered this IPM day of APPL by and between the Los Rick Community College Datatot (District) and Social Security No. 331–54 (D. ONTRACTOR). HELLAR CUBIN CONTRACTOR No. Social Security No. 331–54 (D. ONTRACTOR). PRIN No. Make the Sole Proprietionable Principle of the Principle	lo47518			해택하는 병을 하는 것이 사용하는 것으로 들어갔다.	chment to Purchase Order	Market State of the State of th
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#### LOS RIOS COMMUNITY COLLEGE DISTRICT

1919 Spanos Court, Sacramento, CA 95825 Phone (916) 568-3071 FAX (916) 568-3145 Purchasing Department lrccdpurchase@losrios.edu



Sacramento City College

American River College

Cosumnes River College

Folsom Lake College

## CONFLICT OF INTEREST STATEMENT

This is to certify that the undersigned employee(s) has/have no economic interests which may foreseeably be materially affected by having participated in the development of the specifications for service, equipment and/or material represented by the referenced requisition.

(Pursuant to District Regulation R-8323 and District Policy P-8611

This form must be signed and submitted with the Purchase Requisition (GS Form 127) for those transactions listed below.)

- Sole Source
- \* Professional Service Agreements
- Service Agreements (GS Form 78: Rev. 2/2012)
- Selection Committee Recommendations (formal process)

#### READ CAREFULLY BEFORE SIGNING:

Selection Committee Member/Date
6
Selection Committee Member/Date
D
Selection Committee Member/Date
0
Selection Committee Member/Date

	OFFICIAL USE ONLY:
PURCHASE ORDER#	
BUYER/DATE:	

# LOS RIOS COMMUNITY COLLEGE DISTRICT Service Agreement Certification Form

Requisition 1	No Ox	20100 9461
Description (	of Spr	vices
SP. EXP	ERL	S. RUBIN

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.

service meets the Ed Code criteria.		
Section I The requisition will not go forward for processing unless you answer yes to at least $\underline{one}$ of the quarter of the processing unless you answer yes to at least $\underline{one}$ of the quarter of th	estions b	elow:
The requisition will not go forward for processing	res	_
<ol> <li>Is this a continuing Service Agreement that was in place before January 1, 2003?</li> <li>The Legislature has specifically mandated or authorized the service to be contracted out.</li> </ol>		
3. The necessary services are either unavailable within the Database of are very highly specialized.	×	D
4. The services are incidental to a contract for effice equipment		
5 Contracting out is necessary to avoid a continue of interest in the second of the se	00	
6. The service is needed to respond to an emergency. The contractor will provide equipment, materials, facilities or support services that  7. The contractor will provide equipment, materials, facilities or support services that	0	
could not feasibly be provided by District staff.  The services are so urgent, temporary or occasional that the delay in the District's hiring process would frustrate the purpose.		О
Section II  If the services do not fall within one of the above exceptions, the requisition will not go for	ward unl	ess you
answer yes to <u>all</u> of the following questions:		
<ol> <li>There clearly will be actual overall cost savings.</li> <li>a. The District must consider the salaries and benefits of additional staff and the</li> </ol>		
<ul> <li>a. The District must consider and materials.</li> <li>b. The District shall not include the District's indirect overhead costs, unless those</li> <li>b. The District shall not include the District's indirect overhead costs, unless those costs would be exclusively caused by the work.</li> </ul>		0
c. The District shall include the District's costs of super takes,		000
<ol> <li>The services are not being contracted out solely</li> <li>The contract does not cause the displacement of District employees.</li> <li>The savings must be large enough that market fluctuations will not tip the balance.</li> <li>The amount of savings must clearly justify the size and duration of the contract.</li> </ol>		000
6. The contract must be publicly bid.  The contract includes specific qualifications of the staff that will perform the work		
and includes nondiscrimination provisions.  8. There is minimal risk of contractor rate increases.	ō	
9. The contract is with a firm.  10. The potential economic advantage of contracting out is not outweighed by the public		
If the services do not qualify under Section I or II, then the services must be completed by Di	strict stat	ff and the

requisition cannot be processed.

Certified by:

SA 47518 S, RUBIN

# LOS RIOS COMMUNITY COLLEGE DISTRICT KEQ. 000 100 9 461 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.

*	We did not be a second but the District Office places explain when and	Y	N
1.	Has this person ever been employed by the District? If so, please explain when and in what capacity		A
2.	Does the work include teaching, training, facilitating, counseling, curriculum development, workshops, seminars, or any other function related to education? If so, please explain	×	
3.	Will the District exercise any control, direction or supervision of the contractor?  If so, please explain	, o	X
that	the answer to any of the above questions is "Yes" this person should be classified as an emploindependent contractor status can still be justified, please attach a statement explaining we stion #4. If the answer to all of the above questions is "No", continue to question #4.	oyee. If y hy, and	you believe continue to
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	×	D
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.)	X	
6.	Can the contractor quit for any reason other than the District's breach of contract?		X
7.	Can the District terminate the contract for any reason other than the contractor's breach of contract?		×
emp	he answer to three or more of these questions 4 through 7 are "Yes" this person should bloyee. If you believe that independent contractor status can still be justified, please laining why and continue to question #8.	be class attach a	sified as an a statement
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 %		U
9.	Does this individual have a substantial investment in his/her business, maintain facilities, own/rent equipment, etc.?		
10.	Does the individual provide all materials, supplies, and support services necessary for performance of this service? If no, please explain	0	0
11.	Does the individual bear the cost of any travel and business expenses incurred to perform this service (no District reimbursement)?	0	. 0
	e answer to questions 8 through 11 is "Yes", and the answer to questions 1 through 7 is "No"	, this inc	lividual can
	classified as an independent contractor.  above information has been compiled and reviewed per District Guidelines:		
	a de la contraction de la cont	17	
Ong	ginator: Gulleligular Date: 04/28/		GS#79:Rev.1/98