

# Los Rios Community College District

**PURCHASE ORDER NO 0001127241**

Purchasing: (916)568-3071  
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 \* FAX (916) 286-3636  
Acctg-ops@losrios.edu

**PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO**

**Supplier:** 0000051053  
CUMMINGS RUSSELL  
261 WAPELLO CIRCLE  
SACRAMENTO CA 95835

**Phone:** (916) 743-9094

**email:** CUMMINGSRUSSELL@YAHOO.COM

<b>Date</b> 05/09/2023	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Method
<b>Reference:</b> 1042836 PADASHA HANEYB	<b>Location / Dept</b> 04ASPH45	

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

**Bill To:** LRCCD  
Invoice to: acctg-ops@losrios.edu  
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	KEYNOTE SPEAKER - 20 MINUTE POETRY PERFORMANCE AT FOLSOM LAKE COLLEGE ON 04-26-2023	1.00 EA	300.00	300.00	05/11/2023

PAY INVOICE# 12  
SERVICE AGREEMENT VALID FOR 04-26-23

<b>Sub Total Amount</b>	300.00
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	300.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5100	12	FL.VS.SEAP	62111	00000	570B	300.00	2023

0001042836MCKECHND20-APR-2023

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 email address: LRCCDpurchase@losrios.com.

<https://psreports.losrios.edu/PurchaseOrderInformation.asp>

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**

*Kim Carrillo*

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good 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 per 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 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 \$1M, \$2M, or \$3M AGGREGATE as prescribed by DISTRICT requirements 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. LRCCD insurance requirements can be viewed on the following website [www.losrios.edu/purchasing](http://www.losrios.edu/purchasing).
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 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, CONTRACTOR's 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. CONTRACTOR further represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, LRCCD will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless LRCCD from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
23. **CERTIFICATION:** CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.

# Requisition

**Supplier:** MISCELLANEOUS 0000003680  
 \*\*\*\*\*  
 \*\*\*\*\* CA 95825  
 United States

**email:**

**Ship To:** RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630-6798

<b>Business Unit:</b> GENFD		<b>OPEN</b>
Req ID: 0001042836	Date: 04/19/2023	Page 1
Requisition Name: MISC - RUSSELL CUMMINGS		
Requester: Ali Padash		
Requester Signature		
Buyer: Brenda Haney		
Approved:		
Entered By: PK 19-APR-2023		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	20 MINUTE POETRY PERFORMANCE AT FOLSOM LAKE COLLEGE	1	EA	300.00	300.00	

300.00 Sub-total  
 0.00 Est. tax

Total Requisition Amount: 300.00

NEW VENDOR - RUSSELL CUMMINGS  
 CUMMINGSRUSSELL@YAHOO.COM  
 916-743-9094

GS- 154 - SERVICE AGREEMENT FORM

INDEPENDENT CONTRACTOR - GS-79

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5100	12	FL.VS.SEAP	62111	00000	570B	300.00

**Purchases Charged to Catagorical Programs, Grants or Special Project.**

Program Name: SEAP  
 Project Grant: 570B  
 Program Director: Ali Padash  
 Program Goal: SPORTS EQUAL EDUCATIONAL OPPORTUNITIES AND PROMOTES STUDENT SUCCESS

<b>Approval Signature</b>	<b>Approval Signature</b>	<b>Approval Signature</b>
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## VENDOR PACKET CHECKLIST

### COMPLETE AND RETURN:

- Vendor Application
- Federal Tax Form W-9
- CA Tax Form(s) as applicable
- Insurance Certificate and Additional Insured Endorsements as applicable

### RETURN THE ABOVE DOCUMENTS VIA EMAIL:

[lrccdpurchase@losrios.edu](mailto:lrccdpurchase@losrios.edu)

**Please note that this application is to be used for goods and services providers. If your company is a building contractor, please register in Los Rios CCD's vendor portal.**

*Purchasing Revised 12/04/2020*

Dear Vendor:

Welcome! Thank you for your interest in doing business with Los Rios Community College. In accordance with Federal and California state tax laws, backup withholding is required for certain payments to individuals and business entities. Following please find required forms for reporting and complete the appropriate form. Return to Los Rios Purchasing Department via email:

Attn: Purchasing Department  
[lrccdpurchase@losrios.edu](mailto:lrccdpurchase@losrios.edu)

Internal Revenue Code, section 3406(a)(1)(a) requires Taxpayer Identification Number (TIN) (24% *withholding of payments to be made unless valid TIN provided*).

California Revenue and Tax Code, section 18662 (7% *withholding to non-California individuals or business entities/corporations without valid TIN*). Return the following to Los Rios Purchasing Department as noted above:

- **IRS [Form W-9](#)** required to report TIN ([Form W-9](#) instructions)
- **Foreign Vendors - IRS Form [W-8BEN](#), [W-81MY](#), [W-8ECI](#), [W-8EXP](#)**
- **[Form 590](#) - Nonresident Withholding Exemption** (*permanent place of business in California or qualified to do business through the California Secretary of State*)
- **[Form 587](#) – Nonresident Withholding Allocation Worksheet** (*you **do not** have permanent place of business in California, you are **not** qualified to do business through the California Secretary of State*)

If you completed any of the above forms and want to request a waiver or a reduced waiver, the following forms will need to be completed. Return the original form to the Franchise Tax Board to obtain a determination letter. Forward a copy of the determination letter to Los Rios Purchasing as noted above.

- **[Form 588](#) – Nonresident Withholding Waiver Request**
- **[Form 589](#) – Nonresident Reduced Withholding Request**

*If we do not receive the completed IRS Form W-9, California Form 590 or 587 with a determination letter from the Franchise Tax Board, backup withholding at 24% for IRS and 7% for the State of California will begin.*

Revised 3/24/21

# LRCCD

## VENDOR APPLICATION

Return signed completed form to Purchasing via email: [lrccdpurchase@losrios.edu](mailto:lrccdpurchase@losrios.edu).

NAME: \_\_\_\_\_

<b>NAME OF FIRM</b>	<b>FEDERAL ID# OR SOCIAL SECURITY #</b>  -                    /                    -                    -	
<b>MAILING ADDRESS</b>	<b>REMIT ADDRESS (if different)</b>	
<b>PHONE</b>	<b>FAX</b>	<b>EMAIL</b>

<b>WEBSITE</b>	<b>ORGANIZATION/REGISTRATION</b> (Check all that apply)															
<b>AUTHORIZED COMPANY REPRESENTATIVES</b>	Individual															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Name</th> <th style="width: 30%;">Title/Capacity</th> <th style="width: 50%;">Email</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name	Title/Capacity	Email													Partnership
Name	Title/Capacity	Email														
	Non Profit															
	_____ Corporation (List State Incorporated)															
	Is business registered in the State of California? Yes                    No															

PROVIDE LIST OF COMMODITIES, EQUIPMENT, SUPPLIES and/or SERVICES	NAICS/COMMODITY CODE

<b>VENDOR CERTIFICATION</b>	<b>OTHER BUSINESS INFORMATION</b>				
<p>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.</p> <p>_____ INITIALS</p>	<table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Terms _____</td> <td style="width: 50%;">Discounts Extended _____</td> </tr> <tr> <td colspan="2">Refund/Returns _____</td> </tr> </table>	Payment Terms _____	Discounts Extended _____	Refund/Returns _____	
Payment Terms _____	Discounts Extended _____				
Refund/Returns _____					
	<table style="width: 100%;"> <tr> <td style="width: 33%;">SIGNATURE</td> <td style="width: 33%;">TITLE</td> <td style="width: 33%;">DATE</td> </tr> </table>	SIGNATURE	TITLE	DATE	
SIGNATURE	TITLE	DATE			

## **INSURANCE REQUIREMENT FOR PERFORMING ON-SITE SERVICES FOR THE LOS RIOS COMMUNITY COLLEGE DISTRICT**

**All insurance policies shall include** additional insured (AI) endorsement naming the Los Rios Community College District, its trustees, officers, employees, volunteers, agents, inspectors, project managers, consultants, their employees and each of them, **as additional insured**. Alternatively, policy can provide blanket AI endorsement referencing written contract.

### **The minimum insurance coverage to be obtained by the Vendor is as follows:**

**Commercial/Comprehensive General Liability Insurance** (Insurance Services Organization, Inc. form GL-00-01, Ed. 11-89 or equivalent) (ISO CG 00 0 1):

- Bodily Injury and Property Damage Liability Insurance for Premises and Operations
- Personal Injury for Premises and Operations; Independent Contractors
- Incidental Contracts
- Contractual Liability
- Broad Form Comprehensive General Liability Endorsement (Insurance Services Organization, Inc. form GL-04-04, Ed. 5-81 or equivalent)
- Products and Completed Operations which shall be in the amount of not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence for one or more persons injured and property damaged on an occurrence form insurance policy. The aggregate limit of liability for products and completed operations shall not be less than Three Million Dollars (\$3,000,000) for Type A, Two Million Dollars (\$2,000,000) for Type B.
- Any combination of General Liability and Excess Liability Coverage can be combined to meet the Aggregate.

**Business Automobile Liability Policy Insurance** (Insurance Serving Organization, Inc. form CA 00 0 1 or equivalent):

- Protection against loss as a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile the limits of liability shall not be less than One Million Dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage combined.

**Workers' Compensation and Employers' Liability Insurance:**

- The Vendor shall be a qualified self-insurer or shall carry full Workers' Compensation and Employers' Liability insurance coverage, either through the State Compensation Insurance Fund or a standard approved policy obtained from a licensed insurance carrier for all persons employed, either directly or through subcontractors, in carrying out the work under this Contract in accordance with the "Workers' Compensation and Insurance Act," Division IV thereof. Employers' limits of liability shall be the prevailing statutory limits of liability.
- If no (zero) employees, complete Sole Proprietor form

The Vendor 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.

Revised 12/04/20

# Los Rios Community College District

## TYPES OF CONTRACT SERVICE

### Insurance Type\*

- A. Specialized Services:
- Asbestos Abatement/Environmental/Air Quality
  - Food Services and Catering
  - Hazardous Waste Services
  - High Voltage Services
  - International Study Travel Abroad
  - Medical Services (including optical and laboratory)
  - Professional Services (Accountants, Actuaries, Architects, Attorneys, Engineers, Financial Services, Insurance, Surveyors, Technology/Cyber/Software as Service)
  - Special Events, Community Services, Transportation Services
  - Other (please specify)\_\_\_\_\_
- B. Building, Grounds and Maintenance Services:
- Building and Grounds Maintenance (Electrical, HVAC, painting, plumbing, roofing, etc.)
  - Elevator Maintenance
  - Groundskeepers
  - Janitor/Custodial
  - Tree Removal/Trimming
  - Roadway/Parking Lot Striping
- Repair, Installation, and Independent Contractors Services:
- Carpet Installation and Cleaning
  - Door and Window Services
  - Floor Installation, Cost Estimators, Schedule Consultants
  - Independent services contracts (grants writers, professional speakers, trainers, and facilitators, report writers, and evaluation/assessment reports)
  - Locksmith Services
  - Shower/Tub and Tile Repair
  - Garage Door Installation, Fence Repairs

\*References Insurance Coverage and Limits

*The above list is not all inclusive of contract services. The District reserves the right to change limit requirements based on specific services to be performed.*



## Los Rios Community College District

### INSURANCE COVERAGE AND LIMITS

Type of Contract	Comm'l General Liab.	Business Auto Liab.	Professional Liab.	Workers' Compensation
A or B	√	√		√
Professional Service (Architects Engineers, doctors*)	√	√	√	√

√ = Coverage normally required in contract situation

\* = License required by governmental agency

INSURANCE COVERAGE LIMITS			
Coverage	Basis	Type A	Type B
Commercial General Liability (CGL) (Additional Insured)	Occurrence Aggregate	\$1,000,000 \$3,000,000	\$1,000,000 \$2,000,000
Automobile Liability (AL) (Additional Insured)	Occurrence	\$1,000,000	\$1,000,000
Workers' Compensation (WC) Employers' Liability (EL)	Statutory Occurrence	Statutory Limit \$1 mil/\$1 mil /\$1 mil	Statutory Limit \$1 mil/\$1 mil /\$1 mil
Professional Liability (PL) Errors and Omission (E&O)	Aggregate	\$2,000,000 \$2,000,000	N/A
**Technology E&O, PL (IT Consultant)	Occurrence Aggregate	\$2,000,000 \$2,000,000	N/A
**Cyber Liability (Vendor)	Occurrence Aggregate	\$2,000,000 \$2,000,000	N/A
Builders' Risk (BR) (Additional Insured Endorsement)	Occurrence	Completed Project Value	
Property (Installation Floater) Install/Delivered	Contract Value	Additional Insured or Loss Payee Full Replacement – No Coinsurance	
Hazardous Waste Hauling w/MCS 90 Filing (Additional Insured Endorsement)	Occurrence	\$5,000,000	\$5,000,000
Pollution/Environmental	Occurrence Aggregate	\$5,000,000 \$5,000,000	\$1,000,000 \$2,000,000
**Technology/Cyber for IT vendors that have access to private/personal information about the District, student, employee, etc.			

*The above list is not all inclusive of contract services. The District reserves the right to change limit requirement's based on specific services to be performed.*

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Russell Cummings</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> S Corporation
<input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Partnership
<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Trust/estate
<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>261 Wapello Circle</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Sacramento, CA 95835</b>	
<b>7</b> 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
5	4	5	-	8	5	-	9	9	4	4
or										
<b>Employer identification number</b>										
			-							

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>4-10-2023</b>
------------------	----------------------------	-------------------------

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Curtis Luken

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY		NAMED INSURED	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

**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. \_\_\_\_\_ Attachment to Purchase Order No. \_\_\_\_\_

This Agreement entered this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Los Rios Community College District (District) and (CONTRACTOR), \_\_\_\_\_ CONTRACTOR No. \_\_\_\_\_ Social Security No. \_\_\_\_\_

Business Name (if different) \_\_\_\_\_ FIN No. \_\_\_\_\_

**Check One:** Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ **Check One:** U.S. Citizen \_\_\_\_\_ Resident Alien \_\_\_\_\_ Non-resident Alien \_\_\_\_\_

Telephone No. \_\_\_\_\_ (SSN or FIN No. must be provided for payment)

Address \_\_\_\_\_ City and State Zip \_\_\_\_\_

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) \_\_\_\_\_ to (date) \_\_\_\_\_. 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 \$ \_\_\_\_\_, 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: \_\_\_\_\_ 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) \_\_\_\_\_

Signature of CONTRACTOR \_\_\_\_\_ Date \_\_\_\_\_ Requisition # \_\_\_\_\_

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

- 6. Licenses, Permits.** CONTRACTOR represents and warrants to the DISTRICT that CONTRACTOR has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under this Agreement.
- 7. Disqualified Employees.** CONTRACTOR shall ensure that persons who perform services on DISTRICT or College 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. CONTRACTOR shall remove any persons immediately upon receiving notice from DISTRICT of the desire of the DISTRICT for the removal of such person(s).
- 8. Indemnification:** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its inspectors, project managers, trustees, officers, agents, employees, affiliates, consultants, subconsultants, volunteers and representatives, and each of them, of and from any and all liabilities, claims demands, suits, causes of action, damages, penalties, infringements of patent rights, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses, property damage, or personal injuries to or death of persons, in law or in equity, of every kind and nature whatsoever, arising out of, alleged to have arisen out of, or relating in any way to any negligent act or omission (including professional negligence, errors and omissions), recklessness or willful misconduct, on the part of CONTRACTOR, or any person or entity for whom CONTRACTOR is responsible, in connection with the work to be performed under this Agreement. CONTRACTOR's obligations hereunder shall not include claims which arise as the result of the active negligence of the DISTRICT, or the sole negligence or willful misconduct of the DISTRICT, its agents, servants or others directly responsible to the DISTRICT, or for defects in design furnished by such persons, other than CONTRACTOR and its agents, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR. It is intended that this Article shall comply with California Civil Code § 2782, et seq.
- 9. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall, at its own expense, maintain in full force insurance as set forth: Commercial General Liability, Auto Liability, Worker's Compensation, and Professional Liability (if a licensed professional). Policy limits for Commercial General Liability shall be \$1,000,000 combined single limit (per occurrence) AND A \$1,000,000, \$2,000,000 or \$3,000,000 AGGREGATE as prescribed by the DISTRICT for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. The DISTRICT shall be named as an additional insured on CONTRACTOR's policies. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT. CONTRACTOR's insurance coverage shall be primary insurance with respect to the DISTRICT. Any insurance or self-insurance maintained by DISTRICT shall be in excess of CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR's insurer shall agree to waive all right of subrogation against the District, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the DISTRICT. At least fifteen (15) days prior to commencing work under this Agreement, CONTRACTOR shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section.
- 10. Equal Employment Opportunity.** CONTRACTOR agrees not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, disability, age, veteran status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, or marital status; or citizenship.
- 11. Compliance with Laws; Attorneys Fees; Successors.** CONTRACTOR shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. To the extent the work concerns the repair or renovation of one or more roofs, and the content of the scope of work triggers the duties set forth in Public Contract Code Section 3000 et seq. relating to Roofing Projects, as defined therein, the parties agree that they shall fully comply with the legal requirements set forth therein. This Agreement shall be governed by the laws of the State of California without regard to its choice of law provisions. Venue shall be in the County where the work is performed. In any civil action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.
- 12. Assignment Prohibited.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 13. General Safety Orders.** All materials, supplies and services sold to DISTRICT shall conform to the general safety orders of the State of California. Except as otherwise provided in this Agreement, all materials must be new and of the best quality of their respective kinds.
- 14. Time.** Time is of the essence in this Agreement.
- 15. Public Works Projects.** CONTRACTOR must comply with all statutes, regulations, laws, and ordinances applicable to, and governing, California public works projects including, without limitation, all applicable provisions of the Public Contract Code, Labor Code and all requirements regarding the payment of prevailing wages.
- 16. Costs.** Except as otherwise provided for in this Agreement, the DISTRICT shall not reimburse CONTRACTOR for any business expenses, surcharges, or other costs.
- 17. Work Authorization.** Prior to DISTRICT'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; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. The DISTRICT 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.
- 18. Warranty.** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor covered by this Agreement shall conform to the requirements set forth or incorporated into this Agreement 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 covered by this Agreement will be fit and sufficient for the particular purposes intended by DISTRICT. Unless agreed upon otherwise between DISTRICT 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 the DISTRICT; or (c) any warranty period provided under any applicable California law. CONTRACTOR represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, DISTRICT will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
- 19. Waiver.** CONTRACTOR agrees that a waiver by DISTRICT of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Similarly, the acceptance by DISTRICT of the performance of any work or services by CONTRACTOR and/or the failure of the DISTRICT to object to any aspect of the work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this Agreement.
- 20. CERTIFICATION.** CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.

## SOW for Russell Cummings – FLC Poetry Feature April 26th

Client: Los Rios Community College District

Event: FLC Poetry Feature and Open Mic

Time & Place: Folsom Lake College Campus / April 26<sup>th</sup> from 5pm – 7pm

Stipulations: 20 minute performance / \$300 one time payment

### SOW description:

To perform spoken word and musical pieces for no less than 20 minutes as one of the featured poets of the night. This live performance will be both for entertainment and educational purposes. Showcasing the arts of writing, performing and producing. This performance will highlight urban poetry and celebrate Folsom College's Black Student Success Week. As a part of Mahogany Urban Poetry Series the guest speaker will also be able to answer questions from students about integrating with and growing in the poetry community.

### Contact Info:

Russell Cummings – Poet / Curator / Public Speaker

Ph: (916) 743-9094

Email: CummingsRussell@yahoo.com

Invoice No. 012

Bill To: Los Rios CCD  
 1919 Spanos Court  
 Sacramento, CA 95825

Customer: Los Rios Community College District

Date	Quantity	Item	Description	Total
04/26/2023	5pm – 7pm	Keynote Speaker	20 minute poetry performance at Folsom Lake College	\$300

Artist Name: Russell Cummings

Artist Signature: *Russell Cummings* Date: 4/04/2023

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subtotal:	\$300
Tax:	\$0
Shipping:	\$0
Miscellaneous:	\$0
Balance Due:	\$300

Thank you for your business!



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

The “ABC test” is required to determine if workers in California are employees or independent contractors for purposes of the Labor Code, the Unemployment Insurance Code, and the Industrial Welfare Commission (IWC) wage orders. Under the ABC test, a worker is considered an employee and not an independent contractor, unless the hiring entity satisfies **all three** of the following conditions:

		<b>Yes</b>	<b>No</b>
<b>A.</b>	<p><b>Is the worker free from the control and direction of the District in connection with the performance of the work?</b></p> <p>The District likely satisfies this condition if the District tells the worker what work product to provide, and the worker decides how to perform the work.</p>	<input type="checkbox"/> Continue to <b>B</b>	<input type="checkbox"/> <b>Stop</b> , this is an employee
<b>B.</b>	<p><b>Will the worker perform work that is outside the usual course of the District’s business?</b></p> <p>The worker will likely be considered an employee if the worker provides services in a role comparable to that of an existing employee.</p> <p>If the worker will be performing tasks of teaching, learning, or providing educational opportunities, please further consider the items below:</p> <ul style="list-style-type: none"> <li>• The worker will likely be considered an employee if the worker will be actively involved in more than one semester of classes offered by the District.</li> <li>• The worker will likely be considered an employee if the task the worker will perform is essential to the District’s ability to offer a class or a particular educational opportunity. If the task that the worker will perform enhances the District’s level of instruction, the task is not “essential.”</li> </ul>	<input type="checkbox"/> Continue to <b>C</b>	<input type="checkbox"/> <b>Stop</b> , this is an employee
<b>C.</b>	<p><b>Is the worker customarily engaged in an independently established trade, occupation, or business?</b></p> <p>The worker will likely be considered an employee if an individual’s work relies on a single employer.</p> <p>The independent business operation must actually be in existence at the time the work is performed.</p>	<input type="checkbox"/> <b>“Yes”</b> answers to all conditions <b>A-C</b> indicate an independent contractor relationship	<input type="checkbox"/> <b>Stop</b> , this is an employee

If you believe that the individual qualifies as an independent contractor, submit a requisition, service agreement, this 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.



**LOS RIOS**  
**COMMUNITY**  
 COLLEGE DISTRICT

1919 Spanos Court, Sacramento, CA 95825  
 Purchasing Department  
[lrcdpurchase@losrios.edu](mailto:lrcdpurchase@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 Approved Online Purchase Requisition for those transactions listed below.)*

**Sole Source Requests  
 Service Agreements (GS Form 78)  
 Selection Committee Recommendations (formal process)**

**READ CAREFULLY BEFORE SIGNING:**

*Ali Padash*

\_\_\_\_\_  
 Employee/Date

\_\_\_\_\_  
 Selection Committee Member/Date

\_\_\_\_\_  
 Requisition Number

\_\_\_\_\_  
 Selection Committee Member/Date

\_\_\_\_\_  
 Selection Committee Member/Date

\_\_\_\_\_  
 Selection Committee Member/Date

\_\_\_\_\_  
 Selection Committee Member/Date

\_\_\_\_\_  
 Selection Committee Member/Date

OFFICIAL USE ONLY:	
PURCHASE ORDER#	
BUYER/DATE:	

LOS RIOS COMMUNITY COLLEGE DISTRICT  
**Service Agreement Certification Form**

Requisition No \_\_\_\_\_  
Description of Services \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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?  |     | 1. |
| 2. The Legislature has specifically mandated or authorized the service to be contracted out.   |     | 2. |
| 3. The necessary services are either unavailable within the District workforce, cannot be satisfactorily performed by employees, or are very highly specialized. |     | 3. |
| 4. The services are incidental to a contract for the purchase of real or personal property, for example a service contract for office equipment.                 |     | 4. |
| 5. Contracting out is necessary to avoid a conflict of interest or other legal problem, or where an outside perspective is needed.                               |     | 5. |
| 6. The service is needed to respond to an emergency. The contract shall be no longer than sixty days.  |     | 6. |
| 7. The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by District staff.                       |     | 7. |
| 8. The services are so urgent, temporary or occasional that the delay in the District's hiring process would frustrate the purpose.                              |     | 8. |

**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:

- |  | Yes | No    |
|--|-----|-------|
| 1. There clearly will be actual overall cost savings.  |     | 1) a. |
| a. The District must consider the salaries and benefits of additional staff and the cost of additional space, equipment and materials. |     | b.    |
| b. The District shall not include the District's indirect overhead costs, unless those costs would be exclusively caused by the work.  |     | c.    |
| c. The District shall include the District's costs of supervising, inspecting or monitoring the contractor.                            |     |       |
| 2. The services are not being contracted out solely to save money.   |     | 2.    |
| 3. The contract does not cause the displacement of District employees.   |     | 3.    |
| 4. The savings must be large enough that market fluctuations will not tip the balance.   |     | 4.    |
| 5. The amount of savings must clearly justify the size and duration of the contract.   |     | 5.    |
| 6. The contract must be publicly bid.  |     | 6.    |
| 7. The contract includes specific qualifications of the staff that will perform the work and includes nondiscrimination provisions.    |     | 7.    |
| 8. There is minimal risk of contractor rate increases.   |     | 8.    |
| 9. The contract is with a firm.  |     | 9.    |
| 10. The potential economic advantage of contracting out is not outweighed by the public interest in having the work done in-house.     |     | 10.   |

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:                     Ali Padash                      
(Dean or other Authorized Signature)

Date: \_\_\_\_\_

LOS RIOS COMMUNITY COLLEGE DISTRICT  
Service Agreement Certification Form

Requisition No \_\_\_\_\_  
Description of Services \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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?  |     | 1. |
| 2. The Legislature has specifically mandated or authorized the service to be contracted out.   |     | 2. |
| 3. The necessary services are either unavailable within the District workforce, cannot be satisfactorily performed by employees, or are very highly specialized. |     | 3. |
| 4. The services are incidental to a contract for the purchase of real or personal property, for example a service contract for office equipment.                 |     | 4. |
| 5. Contracting out is necessary to avoid a conflict of interest or other legal problem, or where an outside perspective is needed.                               |     | 5. |
| 6. The service is needed to respond to an emergency. The contract shall be no longer than sixty days.  |     | 6. |
| 7. The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by District staff.                       |     | 7. |
| 8. The services are so urgent, temporary or occasional that the delay in the District's hiring process would frustrate the purpose.                              |     | 8. |

**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:

- |  | Yes | No    |
|--|-----|-------|
| 1. There clearly will be actual overall cost savings.  |     | 1) a. |
| a. The District must consider the salaries and benefits of additional staff and the cost of additional space, equipment and materials. |     | b.    |
| b. The District shall not include the District's indirect overhead costs, unless those costs would be exclusively caused by the work.  |     | c.    |
| c. The District shall include the District's costs of supervising, inspecting or monitoring the contractor.                            |     |       |
| 2. The services are not being contracted out solely to save money.   |     | 2.    |
| 3. The contract does not cause the displacement of District employees.   |     | 3.    |
| 4. The savings must be large enough that market fluctuations will not tip the balance.   |     | 4.    |
| 5. The amount of savings must clearly justify the size and duration of the contract.   |     | 5.    |
| 6. The contract must be publicly bid.  |     | 6.    |
| 7. The contract includes specific qualifications of the staff that will perform the work and includes nondiscrimination provisions.    |     | 7.    |
| 8. There is minimal risk of contractor rate increases.   |     | 8.    |
| 9. The contract is with a firm.  |     | 9.    |
| 10. The potential economic advantage of contracting out is not outweighed by the public interest in having the work done in-house.     |     | 10.   |

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: Ali Padash  
(Dean or other Authorized Signature)

Date: \_\_\_\_\_

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

The “ABC test” is required to determine if workers in California are employees or independent contractors for purposes of the Labor Code, the Unemployment Insurance Code, and the Industrial Welfare Commission (IWC) wage orders. Under the ABC test, a worker is considered an employee and not an independent contractor, unless the hiring entity satisfies **all three** of the following conditions:

		<b>Yes</b>	<b>No</b>
<b>A.</b>	<p><b>Is the worker free from the control and direction of the District in connection with the performance of the work?</b></p> <p>The District likely satisfies this condition if the District tells the worker what work product to provide, and the worker decides how to perform the work.</p>	<input type="checkbox"/> Continue to <b>B</b>	<input type="checkbox"/> <b>Stop</b> , this is an employee
<b>B.</b>	<p><b>Will the worker perform work that is outside the usual course of the District’s business?</b></p> <p>The worker will likely be considered an employee if the worker provides services in a role comparable to that of an existing employee.</p> <p>If the worker will be performing tasks of teaching, learning, or providing educational opportunities, please further consider the items below:</p> <ul style="list-style-type: none"> <li>• The worker will likely be considered an employee if the worker will be actively involved in more than one semester of classes offered by the District.</li> <li>• The worker will likely be considered an employee if the task the worker will perform is essential to the District’s ability to offer a class or a particular educational opportunity. If the task that the worker will perform enhances the District’s level of instruction, the task is not “essential.”</li> </ul>	<input type="checkbox"/> Continue to <b>C</b>	<input type="checkbox"/> <b>Stop</b> , this is an employee
<b>C.</b>	<p><b>Is the worker customarily engaged in an independently established trade, occupation, or business?</b></p> <p>The worker will likely be considered an employee if an individual’s work relies on a single employer.</p> <p>The independent business operation must actually be in existence at the time the work is performed.</p>	<input type="checkbox"/> <b>“Yes”</b> answers to all conditions <b>A-C</b> indicate an independent contractor relationship	<input type="checkbox"/> <b>Stop</b> , this is an employee

If you believe that the individual qualifies as an independent contractor, submit a requisition, service agreement, this 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.