
Overview of Independent Contractor Packet

March 11, 2025

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Independent Contractor – Procurement Guidelines

Napa Valley Community College District (NVCCD)
Business & Finance Office

PROCUREMENT GUIDELINES (NON-FEDERAL PROCUREMENT)

DOLLAR THRESHOLD	PROCESS	REVIEW/APPROVAL	DOCUMENTATION	EXECUTION
BUSINESS PROFESSIONAL SERVICES – Independent Contractors				
Up to \$114,800	Independent Contractor Agmt., I.C. Checklist, W9, Requisition	Dept. Mgr.; V.P. Admin. Servs.; Controller	Agmt. for Services, New Vendor Information (W-9), Indep. Contractor Checklist, Open Purchase Order	V.P. Admin. Servs.
Over \$114,800	Independent Contractor Agmt., I.C. Checklist, W9 Requisition	Dept. Mgr V.P. Admin. Servs.; BOARD AWARD; Supt./Pres.; Controller	Agmt. for Services, New Vendor Information (W-9), Indep. Contractor Checklist, Open Purchase Order	V.P. Admin. Servs.

New Vendor Set-Up – W9 Form

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>											
<p>Print or type. See Specific Instructions on page 3.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>												
	<p>2 Business name/disregarded entity name, if different from above</p>												
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: 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 not 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>												
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>												
	<p>5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)</p>												
	<p>6 City, state, and ZIP code</p>												
	<p>7 List account number(s) here (optional)</p>												
<p>Part I Taxpayer Identification Number (TIN)</p> <p>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 <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>													
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	-												
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 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); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>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.</p>													
<p>Sign Here</p>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>											

W-9 FORM A W-9 form **MUST BE** completed for:

- All new contractors
- An existing contractor who's address is different from the original W-9 form on file
- A contractor who last completed a W-9 form **3 years ago**
- A contractor who has not provided service to NVC in the **last 3 years**.

If you are unsure, please contact the Business & Finance Office to confirm that a current W-9 form is on file.

- #1 through #7 **MUST BE COMPLETED by Contractor (ADDRESS MUST MATCH the address listed in the Independent Contractor Agreement (pg. 5))**
- Part 1 Taxpayer Identification Number (**MUST MATCH the SSN or EIN listed in the Independent Contractor Agreement (pg. 5)**)
- Part II **MUST BE SIGNED & DATED by CONTRACTOR**

New Vendor Set-Up

“New vendors must properly complete the most current IRS Form W-9 prior to the District preparing a Purchase Requisition. Prospective vendors should submit their complete and current IRS Form W-9 directly to the Business & Finance Office who will review for completeness. If a prospective vendor fails to properly complete an IRS Form W-9, then the District will not register the prospective vendor in NVC’s purchasing system until the District receives a complete and current IRS Form W-9.”

- Submit a complete and signed W9* form & “Vendor Application” to the Business & Finance Office
Email: john.martinez@napavalley.edu and c.c. skada@napavalley.edu

**From the date signed, W9 forms are valid up to 3 years, unless information (name, address, SSN/EIN number) has changed, then a new W9 form must be submitted sooner.*

- Business & Finance Office will set-up the vendor and issue a Vendor I.D. #.

RESOURCES:

W9 Form <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Vendor Application – <https://www.napavalley.edu/about/administrative-services/business-finance/documents/vendorappformfillable.pdf>

How to do Business With Napa Valley Community College District

<https://www.napavalley.edu/about/administrative-services/business-finance/documents/howtodobusiguide.pdf>

Agreement – Pg. 1



INDEPENDENT CONTRACTOR AGREEMENT (ICA)

(This agreement is not a construction contract within the meaning of Civil Code section 2783, and is not an agreement for the provision of construction services within the meaning of Public Contract Code section 20651.)

THIS AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____, 20____ by and between **NAPA VALLEY COMMUNITY**

COLLEGE DISTRICT (hereinafter "District") and _____ (hereinafter "Contractor").

Contract documents under this Agreement consist of the seven-page description of conditions and the nature of services to be provided, accompanied by authorized signatures of the parties and any other attached specifications, drawings, specific or general conditions, or attachments intended to be included in this Agreement.

- FILL IN the **DATE** and **CONTRACTOR'S NAME** (See example below)

*"THIS AGREEMENT (hereinafter "Agreement") is entered into this **DAY** day of **MONTH** 20 **YEAR** by and between **NAPA VALLEY COMMUNITY***

***COLLEGE DISTRICT** (hereinafter "District") and **CONTRACTOR'S NAME** (hereinafter "Contractor")."*

Agreement – Pg. 5

11. Contractor Information

Contractor Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone: (_____) _____ - _____

Fax: (_____) _____ - _____

Home Phone: (_____) _____ - _____

E-mail: _____

Contractor Sole Proprietor: Yes (Y) or No (N) _____

Social Security Number (SSN) or Employer Identification Number (EIN) _____

Contractor must provide a W9

Are you a former employee of the District? Yes (Y) or No (N) _____

If yes, date last worked _____

Are you related to any employee(s) of the District? Yes (Y) or No (N) _____

If yes, please identify the individual(s) _____

Are you a California resident? Yes (Y) or No (N) _____

12. Payment for Services

In return for Contractor's satisfactory performance of the work per Section 18, District shall compensate Contractor the total sum **not to exceed** \$ _____, at a rate of \$ _____ per _____ (hour, day, month, fixed).

Contractor shall be solely responsible for payment of its own taxes, its own subcontractor costs, out of pocket expenses and overhead associated with the performance of its work. Payment shall be due upon satisfactory completion of all services. Contractor shall not be allowed additional sums for the satisfactory completion of its work unless otherwise approved in writing pursuant to paragraph 8 above.

13. District Obligations Other Than Payment (if any)

FILL IN #11 **Contractor Information** *NOTE: SSN or EIN **MUST MATCH** SSN or EIN listed on the W-9 form; **ALL BOXES** must be marked either YES or NO

FILL IN #12 **Payment For Services** (See example below)

*“In return for Contractor’s satisfactory performance of the work per Section 18, District shall compensate Contractor the total sum **not to exceed** \$ TOTAL SUM \$, at a rate of \$ RATE \$ per HOUR, DAY, MONTH, or FIXED (hour, day, month, fixed).”*

FILL IN #13 **District Obligations Other . . .** (if any)

List what the District may need to provide for this Contractor. If there is an additional fee besides “Payment for Services”, a separate requisition will need to be submitted.

Agreement – Pg. 6

14. Payment Terms

Unless specified otherwise in this section, payment terms are Net 30 days, computed either from date of delivery and acceptance of contracted services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of this Agreement, whichever date is later. Invoices shall be sent to District Contract Originator for approval. After approval, invoice will be sent to Accounting for processing.

Revised Payment Terms: _____

15. Other Conditions

A) Payments to Contractor pursuant to this Agreement shall be reported to Federal and State taxing authorities as required by law.

B) Except for projects of \$1,000 or less, if Contractor provides public project services (such as carpet laying, building alteration, demolition, or repair), Contractor shall pay all workers under this Agreement the applicable prevailing wages required under California Labor Code Sections 1770 through 1777.7.

16. Warranty

Contractor warrants that it shall provide all services required hereunder in a reasonable and competent fashion which meets or exceeds any and all applicable industry standards for such work. Contractor agrees that District's payment obligation hereunder is conditioned on Contractor's completion of all of its work unless otherwise specified hereunder. District's remedies for breach of warranty shall include any and all remedies under law including without limitation, covering and suing for damages, and equitable relief.

Notwithstanding any other provision herein, Contractor's warranty obligations shall survive termination of this Agreement.

17. Liquidated Damages for Delay

Time is of the essence of this Contract. If Contractor shall neglect, fail or refuse to complete its work by the date specified, then Contractor does hereby agree, as part of the consideration for the award of this Contract, to pay to District, as liquidated damages and not as penalty, the sum of \$_____ per day for each calendar day beyond the specified completion date the Contractor fails to complete the work. The parties agree to this arrangement due to the impracticability and difficulty in ascertaining the true value of the damages the District will incur as a result of such delay, and said sum per day is agreed to be a reasonable estimate of the amount of such damages which District will sustain. The parties further agree that such liquidated damages shall be deducted from any amounts owing to Contractor, and if such amounts owing are insufficient, the Contractor shall pay to District the amount of the difference.

FILL IN #14 Payment Terms - Revised Payment Terms (if any or N/A)

FILL IN #17 Liquidated Damages for Delay (if any or N/A)

Agreement – Pg. 7

Contractor shall perform the following services:

19. Term of Agreement

The Term of the Agreement shall be from _____ day of _____ 20____ through _____ day of _____ 20____, subject to the provisions of Sections 8 and 9 of this Agreement. Contractor shall complete its work by _____ day of _____ 20____. Failure to complete the work by the aforementioned date shall potentially render Contractor liable for delay damages, or liquidated damages if provided for in this Agreement.

20. Signatures

CONTRACTOR

By: _____ Date: _____
Contractor Signature

Contractor Name (please print)

NAPA VALLEY COMMUNITY COLLEGE DISTRICT

By: _____ Date: _____
Vice President, Business and Finance

College/District Official Name (please print)

- FILL IN Contractor shall perform the following services . . . (with a description)
- FILL IN #19 **Term of Agreement** (from BEGIN DATE through END DATE & the DATE the service will be completed) (See example below)
“The Term of the Agreement shall be from DAY day of MONTH 20 YEAR through DAY day of MONTH 20 YEAR, subject to the provisions of Sections 8 and 9 of this Agreement. Contractor shall complete its work by DAY day of MONTH 20 YEAR.”

#20 Signatures:

- Contractor **MUST SIGN, DATE & PRINT NAME**
- Napa Valley Community College District BY:
NOTE: The **V.P. of Administrative Services** will **ALWAYS** be the signer on behalf of Napa Valley Community College.
- Purchase Requisition Number (WRITE IN THE REQUISITION #) **A Requisition MUST be submitted prior to turning in the IC packet to Administrative Services for V.P. of Administrative Services signature.**

Checklist – Pg. 1

INDEPENDENT CONTRACTOR CHECKLIST

NAME OF INDEPENDENT CONTRACTOR: _____

Mark the box Y (YES) or (N) NO response:

Y or N

1. **NO INSTRUCTIONS:** The Contractor will not be required to follow, nor will he/she be furnished with instructions to accomplish his/her job. The District may provide job specifications.

 2. **NO TRAINING:** The Contractor will not receive training by the District. He/she will use his/her specifications.

 3. **SERVICES DON'T HAVE TO BE RENDERED PERSONALLY:** The Contractor will provide a result and will have the right to hire others to do the actual work.

 4. **WORK IS NOT ESSENTIAL TO THE DISTRICT:** The District's success or continuation does not depend on the services of the outside contractor.

 5. **OWN WORK HOURS:** The Contractor will set his/her own work hours.

 6. **NOT A CONTINUING RELATIONSHIP:** The Contractor won't have a continuing relationship with the District. If the relationship is frequent, it will be at irregular intervals, on call (not full-time), or whenever work is available.

- WARNING: Part-time, seasonal, or short-duration relationships have nothing to do with independent contractor status.*
7. **CONTROL THEIR OWN ASSISTANTS:** If assistants are hired, it will be at the Contractor's sole discretion. The Contractor will be responsible for hiring, supervising, and paying those assistants.

 8. **TIME TO PURSUE OTHER WORK:** The Contractor will have time to pursue other gainful work.

- FILL IN CONTRACTOR'S NAME (See example below)

*"NAME OF INDEPENDENT CONTRACTOR:
CONTRACTOR'S NAME"*

- ALL boxes must be marked YES or NO
-

Checklist – Pg. 3

If after addressing the above 20 Common Law Factors established by the Internal Revenue Service, you have determined the person you intend to engage can legally be an independent contractor, then please complete the Napa Valley Community College District Independent Contractor Agreement (ICA) and attach this checklist to the agreement.

District Requestor

Date

District Administrator

Date

- District Requestor (**NVC employee's signature** who completed the checklist SIGN and DATE)
- District Administrator (**NVC employee's SUPERVISOR** SIGN & DATE)

Independent Contractor – Assemble Packet for Submission

Once the packet is **COMPLETE** and has all **OTHER SIGNATURES**, **ASSEMBLE** the packet in the following order:

Electronic Submission

1. W-9 Form – email copy to John Martinez john.martinez@napavalley.edu to create vendor and c.c. Solange Kada skada@napavalley.edu
2. Independent Contractor Agreement (DocuSign)
3. Independent Contractor Checklist (DocuSign)
4. Copy of Requisition Submission – email copy to Solange Kada skada@napavalley.edu

Hardcopy Submission

1. Independent Contractor Agreement
 2. Independent Contractor Checklist
 3. W-9 Form
 4. Copy of Requisition Submission
 5. Staple all documents together (NO PAPERCLIPS)
 6. FORWARD to Administrative Services for the V.P. of Administrative Services signature (Independent Contractor Agreement, pg. 7). Once signed, the ICA packet will then be forwarded to the Business & Finance Office for final processing of the requisition into a BPO/PO.
-

Independent Contractor – Packet Submission Checklist

- W9 Form – Completed and Signed; Forward to Business & Finance Office for vendor to be created or updated in system.
- Requisition Submission (one for Payment for Services; if applicable, a second one for District Obligations Other . . . pg. 5 of agreement)
- Agreement – Completed and Signed
- Checklist – Completed and Signed
- Assemble Packet in the following order:

Electronic: <ul style="list-style-type: none">○ W9 form (EMAIL)○ Copy of Requisition Submission (EMAIL)○ Agreement (DOCUSIGN)○ Checklist (DOCUSIGN)	Hardcopy: <ul style="list-style-type: none">○ Agreement○ Checklist○ W9 Form○ Copy of Requisition Submission
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Independent Contractor – Payment to Contractor

- Need hardcopy of “Invoice” from contractor with “Okay to Pay”, Signature, and P.O. # directly on invoice.

NOTE: if submitting several invoices from same vendor - make sure to group all invoices together from same vendor, instead of a mixed pile of invoices from various vendors.

- BPO/PO – Attach a copy as the last page of document

NOTE: double-check that it begins w/ “B” for BPO or “P” for PO. If not, please reach out to John Martinez john.martinez@napavalley.edu to make correction.

- Staple all documents together (NO PAPERCLIPS)
 - Submit documents to Accounts Payable
-