

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

**PURCHASE ORDER NO
CANCELED PO**

0001070450

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

Date	Revision	Page
03/15/2013	1 - 04/11/2013	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:		
1005076 R Johnson POONV		CAFÉ

Vendor: 0000011637
ATLAS DISPOSAL INDUSTRIES LLC
3000 POWER INN RD
SACRAMENTO CA 95826

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

email:

Bill To: 1919 Spanos Court
Sacramento CA 95825-3981
United States

DO NOT SEND TO VENDOR

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	ANNUAL SERVICE FOR FOOD WASTE COLLECTION AT FLC MARCH 1, 2013 TO JUNE 30, 2013	1.00	JOB	360.00	0.00	CANCEL

ENCLOSE SERVICE AGREEMENT DATED 2/8/13

ANNUAL RENEWAL 7/1/2013 - 6/30/2014

4/11/13 - VP
CANCEL PURCHASE ORDER
AS PER JOANY HARMAN'S EMAIL DATED 4/11/13

DO NOT SEND CHANGE ORDER TO VENDOR

Sub Total Amount	0.00
Sales Tax Amount	0.00
Total PO Amount	0.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
							0.00	2013

0001005076EIRKLINK20-FEB-2013

DO NOT SEND TO VENDOR

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.

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.

Change Order Request

submitted 4/11/13

PO # 0001070450

Request Date: 04/11/13

College/Dept: FLC

Vendor Name Atlas Disposal Industries LLC
(one PO per request)

Vendor #0000011637

Cancel Purchase Order (a purchase order can only be cancelled if there is no receiver or voucher against it)

Close remaining balance on PO.

DO NOT SEND CHANGE ORDER TO VENDOR

New PO Total = \$0.00

Comments to be added: Requested by AOPS - Invoices for FLC Food Waste Disposal are to be paid through LRCCD Utility Process _A/C#_SN000465-007, per Kate Pankowski 4/11/13.

OTHER:

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

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO

0001070450

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

Date 03/15/2013	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 1005076 R Johnson POONV	Location / Dept 04PALR210 CAFÉ	

Vendor: 0000011637
ATLAS DISPOSAL INDUSTRIES LLC
3000 POWER INN RD
SACRAMENTO CA 95826

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

email:

RUSH

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	ANNUAL SERVICE FOR FOOD WASTE COLLECTION AT FLC MARCH 1, 2013 TO JUNE 30, 2013	1.00	JOB	360.00	360.00	02/20/2013

ENCLOSE SERVICE AGREEMENT DATED 2/8/13

ANNUAL RENEWAL 7/1/2013 - 6/30/2014

Sub Total Amount
Sales Tax Amount
Total PO Amount

360.00
0.00
360.00

<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>EYear</u>
GENFD	5500	11	FL.VA.OFFC	69400	00000	101E	360.00	2013

0001005076KIRKLINK20-FEB-2013

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

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

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

Authorized Signature

CPB 03/18/13

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

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all **claims**, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Requisition

Vendor: ATLAS DISPOSAL INDUSTRIES LLC
 3000 POWER INN RD
 SACRAMENTO CA 95826
 United States

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630

Business Unit: GENFD		APPROVED
Req ID:	Date	Page
0001005076	02/20/2013	1
Requester		Bldg#
Colleen R Johnson		CAFÉ
Requester Signature		
Buyer: Vivian Poon		
Approved: KIRKLIN 20-FEB-2013		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	ANNUAL SERVICE FOR FOOD WASTE COLLECTION AT FLC MARCH 1, 2013 TO JUNE 30, 2013	1.0000	JOB	660.00	660.00	

Total Requisition Amount: 660.00

ANNUAL RENEWAL 7/1/2013 - 6/30/2014

<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	5500	11	FL.VA.OFFC	69400	00000	101E	660.00

Email to DO 2/20/13

Approval Signature	Approval Signature	Approval Signature
---------------------------	---------------------------	---------------------------



Service Agreement

Atlas Disposal Industries
 3000 Power Inn Rd.
 Sacramento, CA 95826
 (916) 455-2800 FAX (916) 736-2931
 www.atlasdisposal.com

<input type="checkbox"/>	New Service (V/B)	<input type="checkbox"/>	Service Change
<input type="checkbox"/>	New Service (Comp)	<input type="checkbox"/>	Decrease Comp
<input type="checkbox"/>	New Location	<input type="checkbox"/>	PI Roll Back
<input type="checkbox"/>	Change of Owner	<input type="checkbox"/>	Recycle Compliance
<input type="checkbox"/>	Business Type	1	Retention 12-24-36
<input type="checkbox"/> Other			

Acct No:

Service Location **Map Grid:** 261G7 **Bill Group:** COM **Folsom**

Name: Folsom Lake College Phone: (916) 680-6500
 Address: #10 College Pkwy Cell:
 City: Folsom State: CA Zip Code: 95630
 Contact: Fax:

Billing Information

Name: Los Rios / Folsom Lake College Phone: (916) 568-3065
 Address: 1919 Spanos Ct Cell:
 City: Sacramento State: CA Zip Code: 95825
 Contact: E-Mail: Fax: (916) 691-7375

Equipment / Service Specifications:

	System	Quantity	Cont. Size	Freq.	Pick Up Haul Rate	Est. Min. / Haul	Tons Included in Price	Disp. Cost / ton	Landfill Code	M	T	W	T	F	S	S	Monthly Charges
N E W	1	FL	3	64g	1xw										✓		\$90.00
	2																
	3																
	4																
	5																
O L D	1																
	2																
	3																
	4																
	5																

Fuel Surcharge: Variable

Franchise Fees: 0%

Additional Instructions / Comments: **RECYCLING OPTIONS REVIEWED WITH CUSTOMER/NO**

Food Waste collection
 Carts os site but start date will be

Cross Street: Scholar Way Effective Date: 03/01/2013

The undersigned individual signing this Agreement on behalf of customer acknowledges that he or she has read and understands the Terms and Conditions, on reverse side, and that he or she has the authority to sign on behalf of the customer

Payment Terms: 15 Days

X _____
 Customer Signature

Adam Beeson
 Atlas Disposal Representative Signature

X _____
 Customer Name

Adam Beeson Ops Manager 02/08/2013

X _____
 Title

Title	Date
Office Use Only	
Billing	Date
Credit	Date
V.P. Sales	Date
President	Date

X _____
 Date

Atlas Disposal Industries

3000 Power Inn Road
Sacramento, CA 95826

TEL: 916-455-2800

FAX: 916-736-2931

Request for Insurance Certificate: Req # ONL/REQ_0001005076 - ATLAS DISPOSAL INDUSTRIES LLC

The enclosed service agreement and insurance requirement refer. Please provide the insurance certificate as required. Thanks!

Vivian Poon

Buyer

Purchasing

Los Rios Community College District

1919 Spanos Court

Sacramento, CA 95825

Phone : 916-568-3072

Fax : 916-568-3145

Email : poonv@losrios.edu

TERMS AND CONDITIONS

I. Service Period

Atlas Disposal Industries ("Atlas") will provide the services in this Service Agreement ("Agreement") for 1 months ("Initial Service Period") from the Effective Service Date. At the end of the Initial Service Period, this Agreement will renew and extend for successive periods of month to month. If either party does not want to renew the Agreement, then written notice of termination by certified or registered mail at least sixty (60) days prior to termination date of the existing Service Agreement must be given to the other party. If the Customer terminates this agreement in any other manner or fails to make payment when due, then the Customer shall pay the following liquidated damages to Atlas, (a) Three (3) months liquidated damages during any term other than the Initial Service Period, or (b) Six (6) months liquidated damages during the Initial Service Period. The prevailing party shall be entitled to reasonable attorney fees and costs related to any breach or enforcement of this Agreement.

II. Equipment and Access

Atlas will provide the necessary equipment, such as containers, which shall remain the property of Atlas. Atlas will be responsible for all normal wear and tear and damage caused by Atlas servicing the equipment. Customer acknowledges that it has care, custody and management of equipment owned by Atlas, and accepts responsibility for the equipment and damage to equipment, except when it is being physically handled by Atlas. Therefore Customer expressly agrees to defend, indemnify and hold harmless the Company from and against any and all claims for loss or damages to property, or injury to, or death of any person or persons resulting from or arising in any manner out of Customer's use, operation or possession of equipment furnished under this Agreement. Atlas shall not be liable for any damage to an agreed upon driving surface necessary to access the container. The Customer agrees not to overload the equipment by weight or volume and use the equipment only for purposes for which it was intended. The Customer shall indemnify, defend, hold harmless and pay Atlas for any losses and damages, including attorney fees, Atlas incurs from claims, lawsuits, fines, penalties, personal injury, property damage or harm to the environment, arising from the Customer's use or possession of the equipment. Customer agrees that Atlas will have access to the equipment on collection day. Atlas shall have the right to make an additional charge for extra collections or attempted collections.

III. Waste and Recyclable Materials

Customer promises to give Atlas the exclusive right to collect, transport and dispose of all of Customer's waste, excluding source separated recyclable materials, during the term of this Agreement. Atlas does not require a customer to give Atlas the exclusive right to provide recycling services as a condition of a waste hauling contract unless the customer affirmatively indicates that is their desire. Customer agrees to ensure that all materials collected and or transported under this Agreement will not be hazardous, toxic or radioactive as law defines those terms ("Unacceptable Material"). Any collection or transport of Unacceptable Materials will be in breach of this agreement. Title to acceptable materials shall pass to Atlas when loaded into Atlas' vehicles. However, if Atlas collects or transports any Unacceptable Material excluded from this agreement, then Customer shall defend, hold harmless and pay Atlas for any losses and damages, clean up and disposal, including attorney fees, Atlas incurs from claims, law suits, fines, penalties, added charges, personal injury, property damage, or harm to the environment arising there from.

IV. Charges and Payments

Customer agrees to pay Atlas for services as set forth in this Agreement. Payment shall be made within fifteen (15) days of receipt of invoice. If payment is not made when due, Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum, or if less, the maximum rate allowed by law. Atlas may also terminate this Agreement upon notice to the Customer and recover any equipment on the Customer's property. Atlas shall be entitled to liquidated damages in the manner set forth above in the event Atlas terminates the agreement for no or slow payment.

V. Service and Rate Adjustments

During the course of this Agreement it may be necessary for Atlas to reasonably increase its rates due to substantial increases in costs outside of Atlas' control, such as fuel, disposal, regulatory fees, etc. Upon reasonable documentation to Customer, Customer agrees to pay such adjustments. Any changes in rate would require a 30-day advance notification to Customer. Atlas and the Customer may agree to make other changes effecting collection days, equipment or other matters. Such changes, whether by oral or written agreement, shall be part of this Agreement once carried out by Atlas Disposal.

VI. Suspension and Termination for Cause

If during the term of the Agreement, either party shall be in breach of any provision of this Agreement and following written notice of the breach, fails to correct the breach within ten working days, the other party has the right to terminate its performance under this Agreement. Containers will be removed from the property of a Customer within thirty (30) days of final termination of services to the customer.

VII. Miscellaneous

This agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. If Customer changes its Service Address during the Term, the Agreement shall remain valid and enforceable with respects to services rendered at Customer's new service location if such locations is within Company's service area.

X

Customer Name (Please type or print)

X

Customer Signature

Date

X

Customer Title

Atlas Disposal Representative

Date

TRANSACTION REPORT

FEB-21-2013 THU 02:07 PM

TX (MEMORY)

#	DATE	START TIME	RECEIVER	COM. TIME	PAGES	TYPE/NOTE	FILE
001	FEB-21	02:06 PM	97362931	0:00:51	4	SG3 OK	061
TOTAL				0:00:51	4		