

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO

0001070457

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

Date 02/21/2013	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 767174 CLARK POONV		Location / Dept 04EDCA102

Vendor: 0000033711
SIMPLE MOTORS
2308 PAGODA OAK DRIVE
PLANO TX 75074

Phone: (972) 839-1395
Fax: (509) 479-3404

email: SIMPLEMOTOR@GMAIL.COM

RUSH

Ship To: EL DORADO CENTER
RECEIVING
6699 CAMPUS DR
PLACERVILLE CA 95667
United States

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

Tax Exempt? N	Use Tax Applicable: Y	Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
		1- 1	KIT # 8 (ALL-IN-ONE KIT)	28.00	EA	39.95	1,118.60	03/08/2013
		2- 1	EXPERIMENTAL KIT #1 (VARIABLE SPEED CONTROL)	28.00	EA	6.50	182.00	03/08/2013
		3- 1	PROJECT CD	1.00	EA	19.95	19.95	03/08/2013
		4- 1	5% VOLUME DISCOUNT	1.00	EA	-66.03	-66.03	03/08/2013
		5- 1	HANDLING AND PACKAGING	1.00	EA	53.20	53.20	03/08/2013
		6- 1	SHIPPING	1.00	EA	18.75	18.75	03/08/2013

ONLINE QUOTE DATED 1/14/13

FAX PURCHASE ORDER
FAX NO. : 509-479-3404

Sub Total Amount	1,326.47
Sales Tax Amount	0.00
Total PO Amount	1,326.47

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4300	12	ED.VI.SB70	49990	00000	454V	1,326.47	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

[Signature] 02/22/13

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

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PURCHASE ORDER TERMS AND CONDITIONS

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

TRANSACTION REPORT

FEB-22-2013 FRI 03:00 PM

TX (MEMORY)

#	DATE	START TIME	RECEIVER	COM TIME	PAGES	TYPE/NOTE	FILE
001	FEB-22	02:58 PM	915094793404	0:01:31	2	ECM OK	072
TOTAL				0:01:31	2		

Los Rios Community College District

Page 1 of

Requisition

Req. No. 767174
P.O. NO.

Vendor Code
Approved
Terms
F.O.B.

DATE 1/23/13
 VENDOR Simple Motors
 ADDRESS 2308 Pagoda Oak Dr
 CITY Plano STATE TX ZIP 75074
 PHONE FAX 509 479 3404

DELIVERY INSTRUCTIONS	
Location Code <u>04 edc A102</u>	Department <u>Admin/Science</u>
College/District Location <u>edc</u>	Date Required <u>2/1/13</u>
Division <u> </u>	

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	Kit #8 (all in one kit)	28	ea	39.95	1118.60 TX
2	experimentation kit #1	28	ea	6.50	182.00 TX
3	project CD	1	ea	19.95	19.95 TX
4					
5	handling 1.90 per kit				53.20 TX
6	shipping				18.75 TX
7					
8	5% Volume discount				<166.03>
9					
10					
11					
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects	Sales Tax <u>99.49</u>
This purchase is in compliance with the requirements of <u>CL 15070 grant</u>	Total <u>1420.56</u>
Program Name: <u>484V core</u>	Project/Grant Number <u> </u>
Program Director/Coordinator Signature: <u>Dal A. [Signature]</u>	Total <u>1425.96</u>
For grants/special projects <u>Qualifying grant expenditure</u>	
Program Goal/Objective Number/Explanation: <u> </u>	

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

REQUESTED BY: Shannon N Clark TYPED/PRINT DATE 1/23/13

REQUESTED BY: Dal A. [Signature] SIGNATURE DATE 1/25/13

AUTHORIZED: Matthew Kirklin DEAN OR AUTHORIZED SIGNATURE DATE 1/11/13

APPROVED: VICE PRESIDENT, ADMINISTRATION DATE

Bus. Unit genfd Account* 4300 Fund 12 Org ed.vi.5670

Program 4890 Sub-Class 0000 BY 2013 Proj/Grnt 484V Amount 1425.96

Bus. Unit Account* Fund Org

Program Sub-Class BY Proj/Grnt Amount

* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code Dept.

Building Room No.

Instructions on Reverse



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

VENDOR APPLICATION

Return signed completed form to Purchasing via fax or email.

NAME: Simple Motors

NAME OF FIRM Simple Motors		FEDERAL ID# OR SOCIAL SECURITY # / 635-26-9446	
MAILING ADDRESS 2308 Pagoda Oak Drive, Plano, TX 75074		REMIT ADDRESS 2308 Pagoda Oak Drive, Plano, TX 75074	
PHONE	(972) 839-1395	FAX	(509) 479-3404
		EMAIL simplemotor@gmail.com	

WEBSITE	www.simplemotor.com		ORGANIZATION CLASSIFICATION (Check all that apply)	
			<input checked="" type="checkbox"/> Individual	<input type="checkbox"/> MBE
			<input type="checkbox"/> Partnership	<input type="checkbox"/> WBE
			<input type="checkbox"/> Non Profit	<input type="checkbox"/> DVBE
			<input type="checkbox"/> Corporation (List State Incorporated)	
			Contractor's License # _____	

PROVIDE LIST OF COMMODITIES, EQUIPMENT, SUPPLIES and/or SERVICES AVAILABLE TO THE DISTRICT		
Simple Electric Motor Kits	Educational supplies	

VENDOR CERTIFICATION		OTHER BUSINESS INFORMATION	
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. SP _____ INITIALS		Payment Terms Net 30	Discounts Extended Volume discount 5-10%
		Refund/Returns	30 days full refund excluding shipping both ways
		<i>Sergey Pozmantir</i> Owner _____ SIGNATURE TITLE DATE 1/23/13	



Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Sergey Pozmantir	
Business name/disregarded entity name, if different from above Simple Motors	
Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 2308 Pagoda Oak Drive	Requester's name and address (optional)
City, state, and ZIP code Plano, TX 75074	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number										
6	3	5	-	2	6	-	9	4	4	6

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

Employer identification number									
			-						

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).

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

Sign Here	Signature of U.S. person ▶ <i>Sergey Pozmantir</i>	Date ▶ <i>1/23/13</i>
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

January 14, 2013

SIMPLE
MOTORS**SIMPLE MOTORS™**2308 Pagoda Oak Drive
Plano, TX 75074Email: simplemotor@gmail.com
Fax: (509) 479-3404
www.simplemotor.com

Ship to:

El Dorado Center
Folsom Lake College
6699 Campus Drive
Placerville, CA 95667

Shipping method:

UPS Ground

Email:

zwerenk@flc.losrios.edu

No	Qty	Price	Description	Total
1	28	\$39.95	Kit #8 (All-in-One kit)	\$1118.60
2	28	\$6.50	Experimentation Kit #1 (Variable speed control)	\$182.00
3	1	\$19.95	Project CD	\$19.95
4	1		5% volume discount	-\$66.03
5	1		Shipping/handling/packaging - Handling/packaging (for motor kits only): \$1.90 per kit x 28 kits = \$53.20 - Shipping: \$18.75	\$71.95
Total:				\$1326.47

tax 94.09

1420.56

Haney, Brenda

From: Clark, Shannon
Sent: Tuesday, February 05, 2013 10:06 AM
To: Haney, Brenda
Subject: REQ 767174 SIMPLE MOTORS

Brenda~

If this one is still on your desk, I forgot to request that the PO be faxed or emailed to:

Fax: 509-479-3404

Serge (owner): simplemotor@gmail.com

Is it too late to request that change?

Thanks!

Shannon N. Clark

Grant Coordinator

Governor's Career Technical Education Initiative (SB-70)

Folsom Lake College, El Dorado Center

6699 Campus Drive

Placerville, Ca

(530) 642-5624