PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065 FAX: (916) 568-3145

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

PURCHASE ORDER NO B113343
CHANGE ORDER Page

 Date
 Revision
 Page

 07/06/2012
 2 - 05/14/2013
 1

 Payment Terms
 Freight Terms
 Ship Via

 NET 30
 Shipping Point
 Best Metho

 Reference:
 Location / Dept

 760498 HINTZE JD POONV
 04CYPH112

Vendor: 0000004361

PRAXAIR DISTRIBUTION INC 3100 POWER INN RD SACRAMENTO CA 95826

Phone: Fax: (916) 452-1234 (916) 452-1276

email:

Ship To:

FOLSOM LAKE COLLEGE

RÉCEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630

United States

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

United States

Tax Exempt? N Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	5601 BLANKET PO FOR RENTAL FOR FLC CHEMISTRY COMPRESSED GAS CYLINDER. VALID 7/1/13 - 6/30/13	1.00 EA	662.00	662.00	07/06/2012
2- 1	4300 BLANKET PO FOR COMPRESSED GAS (REFILLS) FOR FLC CHEMISTRY VALID 7/1/12 - 6/30/13	1.00 EA	293.00	293.00	07/16/2012

AUTHORIZED PERSONNEL: JEANNE HINTZE TINA SAAD LINDA SANTORO GARY HARTLEY DAVID NEWNHAM

FY12 B112628 QUOTE DATED 6/6/12

2/26/13 - VP LINE 1 - DECREASE BY \$188 MAKING TOTAL PO AMOUNT \$1,662 DECREASE APPROVED BY G. HARTLEY AS PER JOANY HARMAN'S EMAIL DATED 2/26/13

5/14/13 - VP LINE 2 - DECREASE BY \$707 MAKING TOTAL PO AMOUNT \$955 DECREASE APPROVED BY G. HARTLEY 5/8/13 AS PER JOANY HARMAN'S EMAIL DATED 5/10/13

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.

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065 FAX: (916) 568-3145

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#### PURCHASE ORDER NO CHANGE ORDER

B113343

Page Revision Date 07/06/2012 - 05/14/2013 Freight Terms Ship Via Payment Terms Best Metho NET 30 Shipping Point Location / Dept Reference: 760498 HINTZE JD POONV 04CYPH112

Vendor: 0000004361

PRAXAIR DISTRIBUTION INC 3100 POWER INN RD

SACRAMENTO CA 95826 Phone:

(916) 452-1234 (916) 452-1276

Fax: email: Ship To:

FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630

United States

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

United States

Tax Exempt?	N		North Control of the		
Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date

Sub Total Amount Sales Tax Amount Total PO Amount

BU	Acct	<u>Fd</u>	Org FL.VI.AR03	Prog 19050	<u>Sub</u>	<u>Proj</u> 700P	<u>Amount</u> 293.00	BYear 2013
GENFD GENFD	5601	11	FL.VI.AR03	19050	00000	041A	662.00	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 Sign:

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### **Change Order Request**

Submetted 5/10/13

PO # B113343

Request Date: 5/10/13

College/Dept: FLC

Vendor Name PRAXAIR (one PO per request)

Vendor #0000001308

DECREASE Blanket Purchase Order LINE# 2 by \$ 707.00

DO NOT SEND CHANGE ORDER TO VENDOR

New PO Total = \$955.00

Comments to be added: Increase approved by G. Hartley 5/8/13

OTHER:

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

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

FAX: (916) 568-3145

PURCHASE ORDER NO CHANGE ORDER

B113343

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

Page Revision Date - 02/26/201 07/06/2012 Ship Via Freight Terms Payment Terms Best Metho Shipping Point NET 30 Location / Dept Reference: 760498 HINTZE JD POONV 04CYPH112

Vendor: 0000004361 PRAXAIR DISTRIBUTION INC 3100 POWER INN RD SACRAMENTO CA 95826

Ship To:

Bill To:

FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630 United States

1919 Spanos Court

Sacramento CA 95825-3981

United States

(916) 452-1234 Phone: (916) 452-1276 Fax:

email:

Tax Exempt? N		Quantity UOM	PO Price	Extended Amt	Due Date
Line-Sch	Item/Description				
1- 1	5601 BLANKET PO FOR RENTAL FOR FLC CHEMISTRY COMPRESSED GAS CYLINDER. VALID 7/1/13 - 6/30/13	1.00 EA	662.00	662.00	07/06/2012
2- f	4300 BLANKET PO FOR COMPRESSED GAS (REFILLS) FOR FLC CHEMISTRY VALID 7/1/12 - 6/30/13	1.00 EA	1,000.00	1,000.00	07/16/2012

AUTHORIZED PERSONNEL: JEANNE HINTZE TINA SAAD LINDA SANTORO **GARY HARTLEY** DAVID NEWNHAM

FY12 B112628 **QUOTE DATED 6/6/12** 

2/26/13 - VP LINE 1 - DECREASE BY \$188 MAKING TOTAL PO AMOUNT \$1,662 DECREASE APPROVED BY G. HARTLEY AS PER JOANY HARMAN'S EMAIL DATED 2/26/13

> Sub Total Amount Sales Tax Amount Total PO Amount

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Prog Sub 00000 19050

Proj

Amount 1.000.00

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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.

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

FAX: (916) 568-3145

#### PURCHASE ORDER NO CHANGE ORDER

B113343

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

 Date
 Revision

 07/06/2012
 1 - 02/26/2013

 Payment Terms
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 NET 30
 Shipping Point

Page
2
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NET 30 Shipping Po Reference: 760498 HINTZE JD POONV

Location / Dept 04CYPH112

Vendor: 0000004361 PRAXAIR DISTRIBUTION INC

3100 POWER INN RD SACRAMENTO CA 95826

Phone: Fax:

(916) 452-1234 (916) 452-1276

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Ship To:

o: FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630 United States

Bill To:

1919 Spanos Court

PO Price

Sacramento CA 95825-3981

**United States** 

Tax Exempt? N

5601

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Line-Sch Item/Description

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041A

662.00

Quantity UOM

Extended Amt Due Date

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

02/28/13

## **Change Order Request**

parmitted 2/26/13

PO # B113343

Request Date: 02/26/13

College/Dept: FLC

Vendor Name PRAXAIR (one PO per request) Vendor #0000001308

DECREASE Blanket Purchase Order LINE# 1 by \$ 188.00
☐ DO NOT SEND CHANGE ORDER TO VENDOR
New PO Total = \$1,662.00
Comments to be added: Increase approved by G. Hartley
OTHER:

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

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065 FAX: (916) 568-3145

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

#### **PURCHASE ORDER NO**

B113343

Date	Revision	Page
07/06/2012		1
Payment Terms	Freight Terms	Ship Via
NET 30 Ship	oping Point	Best Metho
Reference:		Location / Dept
760498 HINTZE JD	POONV	04CYPH112

Vendor: 0000004361

PRAXAIR DISTRIBUTION INC 3100 POWER INN RD SACRAMENTO CA 95826



Phone: Fax:

(916) 452-1234 (916) 452-1276

email:

Ship To:

FOLSOM LAKE COLLEGE

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Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

**United States** 

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Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	5601 BLANKET PO FOR RENTAL FOR FLC CHEMISTRY COMPRESSED GAS CYLINDER. VALID 7/1/13 - 6/30/13	1.00 EA	850.00	850.00	07/06/2012
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**AUTHORIZED PERSONNEL:** JEANNE HINTZE TINA SAAD LINDA SANTORO **GARY HARTLEY** DAVID NEWNHAM

FY12 B112628 QUOTE DATED 6/6/12

> **Sub Total Amount** Sales Tax Amount Total PO Amount

 		-	-		
1,	85	0		0	0
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1,	85	0		0	0

<u>BU</u>	Acct	Fd	Org	Prog	Sub	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	4300	12	FL.VI.AR03	19050	00000	700P	1,000.00	2013
GENFD	5601	11	FL.VI.AR03	19050	00000	041.A	850.00	2013

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#### 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.
- 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 <u>may</u> be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees <u>may</u> be exposed to contact the LRCCD General Services Department at (916) 568-3048.
- 19. INSURANCE: CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
- 20. DISQUALIFIED EMPLOYEES: CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
- 21. WORK AUTHORIZATION: Prior to LRCCD's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 22. WARRANTY: CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

  (revised 04/2012)

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Damien Waples

Territory Manager
Specialty Gases and Equipment
Praxair Distribution Inc.
3100 Power Inn Road
Sacramento, CA 95826
(916) 452-1234 Office
(916) 416-7583 Cell Phone
(916) 452-1276 Fax
www.praxair.com
Damien\_Waples@praxair.com

June 6th, 2012 Folsom Lake College Jeanne Hintze 916-608-6656

Dear Jeanne,

Thank you very much for your interest in Praxair. I've updated your prior quote to reflect our current pricing. Please let me know if you have any questions or concerns.

To fulfill your gas needs, Praxair is proposing:

Product	Size	Part#	Price	Stocking location
AA Acetylene	#5	AC2.6AA-5	227.70	Sacramento
Helium 5.0	${f T}$	HE5.0UH-T	185.90	Sacramento
Hydrogen 5.0	${f T}$	HY5.0UH-T	55.00	Sacramento
Nitrogen 5.0	$\hat{ ilde{\mathbf{T}}}$	NI5.0UH-T	38.50	Sacramento
Air	$ar{ extbf{T}}$	A10.0Z-T	39.00	Sacramento
Breathing Air	T	AIBR-T	17.60	Sacramento
Ln2 Dewar fill	20 Liter Customer		55.00	Sacramento

Cylinder Rental

High & Low Pressure

Price

\$6.60 per month, per Cylinder

Safety & Environmental Fee

\$18.95 per month ONE time per month, on the rental bill

For a total of 18.95 per month.

Delivery

Delivery Charge HazMat Charge Fuel Sur Charge Price

\$21.50 per delivery \$ 8.45 per delivery \$22.00 per delivery

Sincerely,

Damien Waples

The information in this proposal is confidential and may be legally privileged. It is intended solely for the named recipient. Access to this proposal by anyone else is unauthorized. If you are not the intended recipient or the employee or agent responsible for delivering the proposal to the recipient named, please note that any use, disclosure, copying, distribution of this proposal or any action taken or omitted to be taken in reliance on it is prohibited