

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

**PURCHASE ORDER NO 0001073530**

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

<b>Date</b> 09/25/2013	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Metho
<b>Reference:</b> 767663 SWANESSYG POONV		<b>Location / Dept</b> 04FALR STUSVC

**Vendor:** 0000034485  
SF PARTY  
939 POST STREET  
SAN FRANCISCO CA 94109

**Phone:** (415) 931.9393  
**Fax:** (415) 447.1860

**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

**DO NOT SEND TO VENDOR**

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	ICE SHAVER, SNO-KONETTE #1003S	1.00	EA	819.00	819.00	10/09/2013

INVOICE # 453435 DATED 9/19/13

*CK RUN 10/3/13*

*Merchandise rec'd*

Sub Total Amount	819.00
Sales Tax Amount	65.52
Total PO Amount	884.52

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	6490	11	FL.VS.OFFC	69600	00000	041X	884.52	2014

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>

**DO NOT SEND TO VENDOR**

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]* 09/27/13

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.

# Los Rios Community College District

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

## Requisition

DO NOT SEND TO  
VENDOR

Req. No. <b>767663</b>
P.O. NO.

Vendor Code	DATE <u>8/6/13</u>
Approved	VENDOR <u>SF PARTY</u>
Terms	ADDRESS <u>939 Post Street</u>
F.O.B.	CITY <u>San Francisco</u> STATE <u>CA</u> ZIP <u>94109</u>
	PHONE _____ FAX _____

DELIVERY INSTRUCTIONS	
04FALR Location Code FLC College/District Location SDOM Division	Student Life Department Date Required

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	ICE SHAVER Item# 10035	1	EA	819	819.00
2	END-KONETTE SNOW CONE				
3	MACHINE				
4					
5	DO NOT SEND PD TO VENDOR				
6					
7	XRF PD# CBF 14026-01 (LINE# 1)				
8	CONVERTING FLC Campus Base - SG PD (Line #1)				
9	BANEL TO GENFD PD to amend record				
10	6490 Asset Purchase for FLC				
11	Associated Students Club.				
12	Misc Rowl - INV# 4534.35 attached				
13	Forward to AOPS for Payment in 10/3/13 Ck Run				
Purchases Charged to Categorical Programs, Grants or Special Projects This purchase is in compliance with the requirements of _____				Sales Tax	65.52
Program Name _____ For grants/special projects _____				<b>Total</b>	884.52
Program Director/Coordinator Signature _____ Project/Grant Number _____					
Program Goal/Objective Number/Explanation _____					

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: Gen Siwabessy TYPED/PRINT DATE 7/15/13

REQUESTED BY: Gen Siwabessy (PM) SIGNATURE DATE 8/6/13

AUTHORIZED: B. Bell DEAN OR AUTHORIZED SIGNATURE DATE 7/15/13

APPROVED: Kathleen Franklin VICE PRESIDENT, ADMINISTRATION DATE 9/23/13

GENFD/6490/11	FLVS.OFFC				
Bus. Unit	Account*	Fund	Org		
69600/10000	12014/	UNIV	041X		\$ 884.52
Program	Sub-Class	BY	Proj/Grnt	Amount	
/	/	/	/		

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**

SFPARTY  
939 POST STREET  
SAN FRANCISCO, CA 94109  
(415) 931-9393

Invoice No: 453435  
Date: 09/19/13

Page: 1

Sold To: GENIEVIEVE SIWABESSY FOLSOM LAKE COLLEGE 10 COLLEGE PARKWAY FOLSOM, CA 95630	Customer No: 20128 Phone No: 916-608-6635
Ship To: 10 COLLEGE PWY FOLSOM, CA 95630	

Cust. Order #: 20128

Salesperson: #29 - Julio

Product Code	Item Description	Qty	Unit Price	Amount
1003S	SNO-KONETTE ICE SHAVER	1	819.00	819.00*

Sub-Total: 819.00

Shipping: 0.00

Tax [ 8]: 65.52 \*

Total: 884.52

DUE UPON RECEIPT: 884.52

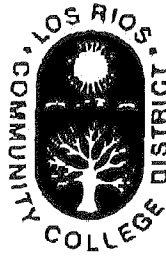
Amount Paid: 0.00

Amount Due: 884.52

Change: 0.00

T h a n k You  
Prices subject to change  
without prior notice!

ORIGINAL



#1386

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

# VENDOR PACKET

## Vendor Packet Check List

### 1. REVIEW/INFORMATION ONLY:

Purchase Order Terms and Conditions

Insurance Requirements for vendors providing onsite or contract services

### 2. COMPLETE AND RETURN:

Vendor Application

W-9

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VENDOR NAME: SF PARTY

Return the following via email, mail or fax:

Application     W9

Email to - Folsom Lake College, Business Services: [haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)

Mail - Folsom Lake College, Business Services 10 College Parkway, Folsom CA 95630

Fax - (916) 608-6553

916-608-6553



**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: Don Carfagna

NAME OF FIRM <u>SF Party</u>		FEDERAL ID# OR SOCIAL SECURITY # <u>94 - 15099601</u>													
MAILING ADDRESS <u>939 Post St. SF, CA 94109</u>		REMIT ADDRESS <u>Same</u>													
PHONE <u>415-931-9393</u>	FAX <u>415-947-1860</u>	EMAIL <u>Julia@sfparty.com</u>													
WEBSITE <u>www.sfparty.com</u>		<b>ORGANIZATION CLASSIFICATION</b> (Check all that apply)													
<b>AUTHORIZED COMPANY REPRESENTATIVES</b> <table border="1"> <thead> <tr> <th>Name</th> <th>Title/Capacity</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td><u>Julia</u></td> <td><u>Sales Mgr</u></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	<u>Julia</u>	<u>Sales Mgr</u>								Individual _____ MBE Partnership _____ WBE Non Profit _____ DVBE CA Corporation (List State Incorporated) _____ Contractor's License # _____	
		Name	Title/Capacity	Email											
<u>Julia</u>	<u>Sales Mgr</u>														

**PROVIDE LIST OF COMMODITIES, EQUIPMENT, SUPPLIES and/or SERVICES AVAILABLE TO THE DISTRICT**

<u>Concession Supplies &amp; equipment</u>		

<b>VENDOR CERTIFICATION</b> I certify that all statements contained herein are correct, understand that this information will be used as a basis for evaluating my request to receive bid invitations for purchases, 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, understand the requirements for fulfilling and invoicing orders, further certify this firm is an equal opportunity employer. <u>J</u> INITIALS	<b>OTHER BUSINESS INFORMATION</b> Payment Terms <u>Net 30 day</u> Discounts Extended _____ Refund/Returns <u>20% restock fee + freight</u> <u>Don Carfagna</u> SIGNATURE <u>President 6/30/18</u> TITLE <u>6/30/18</u> DATE
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Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

# 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)

Business name/disregarded entity name, if different from above

Kindel & Graham Inc dba SF PARTY

Check appropriate box for federal tax classification:

- Individual/sole proprietor
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <sup>1)</sup>
- Other (see instructions) <sup>2)</sup>

Exempt payee

Address (number, street, and apt. or suite no.)

939 Post St

City, state, and ZIP code

SAN FRANCISCO CA 94109

Requester's name and address (optional)

Julio Giron

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

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Employer identification number

94	-	15099601
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Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- 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).

**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 <sup>3)</sup>

*[Handwritten Signature]*

Date 6/20/13

## 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.