LOS RIOS COMMUNITY COLLEGE DISTRICT

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

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

Date Revision Page 02/05/2014 1 Payment Terms Freight Terms Ship Via NET 30 Shipping Point Best Metho Reference: Location / Dept 750490 THIESSENL POONV 040PER

0001075052

PURCHASE ORDER NO

Vendor: 0000015370 AURA HARDWOOD LUMBER, INC. 2477 MERCANTILE DRIVE RANCHO CORDOVA CA 95670

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

Line-Sch	Item/Description	Quantity L	JOM	PO Price	Extended Amt	Due Date
1- 1	MELAMINE 3/4 WHITE G2S MEL18PW2WO	20.00 E	A	26.75	535.00	02/18/2014
2-1	MELAMINE 1/4 WHITE CR-1 G1S MEL06MWCRO	3.00 E	A	16.00	48.00	02/18/2014
3-1	PVC WHITE .018 600' WHITE 2002 3/4 EPNWH18600	1.00 E	A	14.40	14.40	02/18/2014
4-1	LPA 1%	1.00 E	A	5.83	5.83	02/18/2014

QUOTE 80313

Tay Exempt? N

Sub Total Amount	603.23
Sales Tax Amount	47.79
Total PO Amount	651.02

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	Sub	Proj	Amount	<u>BYear</u>
GENFD	4500	11	FL.VA.CUST	65100	00000	041A	651.02	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

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 DATASHEETS (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 <u>PURCHASE ORDER TERMS AND CONDITIONS</u>

- 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.
- 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.
- 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.

Page of	os Commu	100 P	llege	e Dis	strict		
	Req	uisition			Req. No.	750490	
Vendor Code DATE 1/17/2	2014				P.O. NO.		
Approved VENDOR AUR	L	VERY INSTRUCTIONS					
Terms ADDRESS 24/1		NUMPER					
CITY SACRAARD	770STATE	<i>D</i>			Location Code		
	<u>8-17800</u> FAX			College/District		Department Date Required	
	ESCRIPTION		ORD	ERED		MOUNT	
*Use additional paper if necessa			QUANTIT	Y UNIT	UNIT PRICE	TOTAL PRICE	
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rogram Goal/Objective Number/Explanation					-		
hereby certify the items/services listed al accordance with District Regulation 8323, Sect all other applicable district, state, and federal p aws. <u>LEVI</u> THIESSEN REQUESTED BY: TYPED/PRINT	tion 4, <u>Conflict of Interest</u> , and policies, rules, regulations and	Bus. Unit Acc 65100 / 000		nd Org >14/ 04		57 651.03 X	
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PROVED: VICE PRESIDENT, ADMINISTRA	len 1/21/14	*AssetLocation -For	equipmentp	urchasesover	\$200 (Accounts 6	490, 6495 and computers) ipment will be housed.	
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Jan 17, 08:39 PST by: AURA



AURA HARDWOODS, INC.

WHOLESALE DISTRIBUTOR OF WOOD PRODUCTS

FAX COVER SHEET

FACSIMILE NUMBER: (916) 638-8561

JAN 17, 2014 ASAP

PLEASE DELIVER IMMEDIATELY

TO: TCOD2-TAX COD SAC

FROM: AURA HARDWOODS-SACRAMENTO

_____ OF: AURA HARDWOODS, INC.

TOTAL FOLLOWING PAGES: 1 (INCLUDING COVER PAGE)

SPECIAL INSTRUCTIONS:

AURA HARDWOODS-SACRAMENTO

ACKNOWLEDGEMENT/RESPONSE REQUESTED: YES NO 2419 MERCHANTILE DRIVE, #E • SACRAMENTO, CALIFORNIA 95670• (916) 638-7800 AURA HARDWOODS-SACRAMENTO 2477 MERCANTILE DRIVE

RANCHO CORDOVA, CA 95742

TCOD2-TAX COD SAC

LEVI THIESSEN

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20	0	20 SH	MELAMINE 3/4 MEL18PW2W0	WHITE	G2S	26.750	535.00*
3	0	3 SH	MELAMINE 1/4 MEL06MWCR0	WHITE	CR-1 G1S	16.000	48.00*
1	0	1 RL	PVC WHITE .0 WHITE 2002 EPNWH18600	18 600	′ 3/4	14.400	14.40*

QUOTE ONLY **********

651.03

From:	Haney, Brenda
Sent:	Wednesday, February 05, 2014 12:41 PM
То:	Poon, Vivian
Cc:	Alford, Jennifer; Wong, Barbara; Harman, Joany
Subject:	RE: PO# 0001075052 - AURA HARDWOOD LUMBER, INC. Req 750490
Attachments:	REQ#_750490_AURA HARDWOODS INC.pdf

Importance:

High

Vivian –

LPA is a Lumber Products Assessment Tax - imposed by CA State BOE effective January 1, 2013. The LPA Tax Rate is 1% of the sales price of lumber products or engineered wood products.

LPA is imposed on the purchaser of lumber products or engineered wood products for storage, use, or other consumption in this state. Retailers of lumber products or engineered wood products will be required to charge and collect the lumber products assessment on their sales to consumers in California and report and pay the amounts collected to the State Board of Equalization (BOE).

1

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Here is a link to BOE website for LPA – FAQ's <u>https://www.boe.ca.gov/sutax/lpa-faq.htm</u>

Thank you, Brenda Haney Business Services Folsom Lake College | 10 College Parkway | Folsom, CA 95630 916.608.6635 | Anneyb@flc.losrios.edu From: Poon, Vivian Sent: Wednesday, February 05, 2014 11:34 AM To: Haney, Brenda

Subject: PO# 1075052 - AURA HARDWOOD LUMBER, INC. Req 750490

What is LPA 1%? Please advise, thanks!

AURA HARDWOODS-SACRAMENTD 2477 MERCANTILE DRIVE



AURA HARDWOODS, INC. WHOLESALE DISTRIBUTOR OF WOOD PRODUCTS

REMIT TO: 210 PHELAN AVE., SAN JOSE, CA 95112

RANCHO CORDOVA, CA 25742

SOLD TO

(800) 411-AURA AURAHARDWOODS.COM SHIP TO

LOS RIOS COM COLLEGE

SACRAMENTO, CA 95885-398

FACILITIES MANAGEMENT

3753 BRADVIEW DRIVE SACRAMENTO, CA 95825

ACCOUNT#	CUSTOME	RPO.#		TERMS	ORDER#	ORDER DATE	SLSMN	INVOICE#	INVOICE DATE
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