

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO

0003015556

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

Date	Revision	Page
03/14/2014		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
3004626 RAINESC POONV	04ATHC PE/H/A	

Vendor: 0000023737
DH DISTRIBUTION
141 CALIFORNIA AVE #102
HALF MOON BAY CA 94019

Phone: (650) 465-4661
Fax: (650) 563-9600

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

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	WINDSCREEN, TUFFY 9' TENN AIR PRO 9' WINDSCREEN BLACK	9,072.00	FT	0.71	6,400.75	03/20/2014
2- 1	INSTALLATION, SCREEN INSTALLATION & HARDWARE	1.00	JOB	2,475.00	2,475.00	03/20/2014
3- 1	SHIPPING	1.00	EA	720.00	720.00	03/14/2014

QUOTE14-12145

BACK UP DOCUMENTATION FORWARDED BY INTERCAMPUS MAIL
ACTUAL LINEAR SQ FT. TBD - Qty 9,072 IS AN ESTIMATE BASED ON WALKING COURTS W/O FENCING BEING IN PLACE.

Sub Total Amount	9,595.75
Sales Tax Amount	512.06
Total PO Amount	10,107.81

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
COPFD	6490	41	FL.VA.PROJ	08700	00100	046R	10,107.81	2014

0003004626KIRKLINK06-MAR-2014

Verification of this purchase order can be made using the Los Rios Community College District web site listed below.

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

J. Walden 3/18/2014

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

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AND CONDITIONS.*

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10 COLLEGE PARKWAY
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United States

Bill To: 1919 Spanos Court
Sacramento CA 95825-3981
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Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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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

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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.

BSD Copy

Requisition

Vendor: DH DISTRIBUTION
 141 CALIFORNIA AVE #102
 HALF MOON BAY CA 94019
 United States

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630

Business Unit: COPFD		APPROVED
Req ID: 0003004626	Date: 03/06/2014	Page: 1
Requester: Christopher Raines		Bldg#: PE/H/A
Requester Signature		
Buyer: Vivian Poon		
Approved: KIRKLINK_06-MAR-2014		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	TUFFY 9' TENN AIR PRO 9' WINDSCREEN BLACK	9,072	FT	0.71	6,400.75	03/20/2014
ASSET DEPT: PE/H/A		LOCATION: 04ATHC		CATEGORY: EQUIP		9072
2-1	SCREEN INSTALLATION & HARDWARE	900	FT	2.75	2,475.00	03/20/2014
ASSET DEPT: PE/H/A		LOCATION: 04ATHC		CATEGORY: EQUIP		900
3-1	SHIPPING	900	FT	0.80	720.00	03/20/2014
ASSET DEPT: PE/H/A		LOCATION: 04ATHC		CATEGORY: EQUIP		900
Total Requisition Amount:					<u>9,595.75</u>	

QUOTE14-5997
 TAX = \$512.06
 PO TOTAL = \$10,107.81

BACK UP DOCUMENTATION FORWARDED BY INTERCAMPUS MAIL
 ACTUAL LINEAR SQ FT. TBD - Qty 9,072 IS AN ESTIMATE BASED ON WALKING COURTS W/O FENCING BEING IN PLACE.

**See Jennifer Alford for additional information

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount
COPFD	6490	41	FL.VA.PROJ	08700	00100	046R	9,595.75

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of _____

For grants/special projects _____

 Name: _____

Approval Signature	Approval Signature	Approval Signature
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Los Rios Community College District

Requisition

Page 1 of 1

Req. No. 767977
P.O. NO.

Vendor Code
Approved
Terms
F.O.B.

DATE 2/28/14
VENDOR DH Distribution
ADDRESS 525 Obispo Road
CITY El Granada STATE CA ZIP 94018
PHONE 650-563-9600 FAX 650-440-4695

DELIVERY INSTRUCTIONS
FLCCOURTS
Location Code
College/District Location FLC Department KHA
Division AR05 Date Required 3/25/14

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	Tuffy 9' Tenn Air Pro 9' Windscreen black	9072		.70555	6,400.75
2	screen installation & Hardware	900		2.75	2475.00
3	shipping	900		.80	720.00
4					
5					
6					
7					
8					
9					
10					
11	Replaces ATS Reg # 10003004536				
12	SPORTS O.P.O # 3015427				
13					

Purchases Charged to Categorical Programs, Grants or Special Projects
This purchase is in compliance with the requirements of _____
Program Name _____
For grants/special projects _____
Program Director/Coordinator Signature _____ Project/Grant Number _____
Program Goal/Objective Number/Explanation _____

Sales Tax 576.07
Total \$10,171.82

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.

Kim Harrell 2/28/14
REQUESTED BY: TYPED/PRINT DATE

Kim Harrell 2/28/14
REQUESTED BY: SIGNATURE DATE

Kim Harrell 2/28/14
AUTHORIZED: DEAN OR AUTHORIZED SIGNATURE DATE

APPROVED: VICE PRESIDENT, ADMINISTRATION DATE

COPED, 6490, 41, FL.VA.PROJ
Bus. Unit Account* Fund Org
08700, 00100, 2014 046R\$

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 04 ATHC Dept. KHA
Building Tennis Courts Room No. N/A

Instructions on Reverse

DH Distribution

525 OBISPO ROAD
EL GRANADA, CA 94018

Estimate

Date	Estimate #
3/6/2014	14-6045

Name / Address
Folsom Lake College Kathleen Kirklin 10 College Parkway Folsom, CA 95630

Terms	Rep	Project
Purchase Order	Evan	Windscreens Feb 14

Item	Description	Qty	Cost	Total
	This estimate is for the windscreens for the tennis courts at Folsom Lake College. It is a preliminary estimate based on predicted square footage of the nine courts and proximate fenced viewing area. We will return to make custom measurements to the nearest inch when the fences are complete. Please contact us to schedule walk-through and measuring with Craig, Ron, or Kim when fences are complete. Lead time from measurement to install is 12-15 business days.			
Tuffy 9'	Tenn Air Pro 9' Windscreen, green BLACK	9,072	0.70555	6,400.75T
Windscreen...	Screen Installation and Hardware	900	2.75	2,475.00
Ship	Shipping	900	0.80	720.00
	Sales Tax		512.06	512.06
		Total		\$10,107.81

Signature _____

Phone #	Fax #	E-mail	Web Site
650-563-9600	650-440-4695	info@dhtennis.net	www.dhtennis.net

Tenn-Air™ Pro Windscreen

Fabric and Construction

- Construction: 1000d X 800d vinyl coated micro-fiber scrim (18 X 14 ends/inch).
- Fabric Weight: 10.0 oz. per square yard.
- Tensile Strength: 375 X 330 pounds
- Sewn Hems: Three-Ply hem with ends and corners sewn finished with two rows of lock-stitched thread. Panels larger than 30' have 7-ply corners for extra reinforcement.
- Thread: High heat bonded polyester with UV inhibitors built into yarn.
- Grommets: #2 brass grommets every 12" on all four sides.
- Seams: 6' Screens are solid panel (no seams).
9' screens are prayer seamed, welded and sewn with two rows of black UV treated thread at center of screen (4 ½') with grommets every 12". Welding takes the place of any reinforcing tapes providing a stronger seam.
- Colors: Black, Dark Green, Royal Blue and US Open Blue
- Logos: Yes. (Single or Multi-color)
- Warranty: Pro-rated 60 months on material and workmanship.

puttermanathletics

Tenn-Air™ Pro windscreen

Putterman Athletics (PA) offers a 1 year full, then 4 year limited warranty

PA warrants its Tenn-Air™ Pro windscreen to be free of defects in materials and workmanship under normal use and service for a period of 5 years (1 year full, 4 years limited) from the original shipping date. Windscreen determined by PA to be defective under this warranty shall earn a credit towards exact item replacement valued at:

Item's current price divided by the total number of warranty months, then multiplied by the number of months in use with the result being subtracted from the item's original price to arrive at the value of the credit.

Warranty claims must be submitted directly to PA and include photos that clearly show the area(s) of claimed failure. PA may require all or part of the unit to be returned for testing.

Credit value for exact item replacement IS THE ONLY REMEDY AVAILABLE UNDER THIS WARRANTY. The replacement unit carries no further expressed or implied warranty and the credit cannot be used for any other product except for that which the warranty claim originated from.

Specifically excluded from this warranty are (1) labor and installation and (2) imprinting on windscreen unit and (3) damage due to any high winds, storms, or winter weather and (4) damage to windscreen surface due to wind whip and (5) damage due to negligent or abusive use or normal wear and tear, including, but not limited to, the following:

EXAMPLES OF NORMAL WEAR AND TEAR: Accumulation of dirt or other substances on surface; normal discoloration due to atmospheric exposure; deterioration of surface imprinting.

EXAMPLES OF NEGLIGENT OR ABUSIVE USE: Cuts, punctures, abrasions, or scores; grommets pulled out or damaged; threads cut, stretched, or burst; burns, scorches, melted areas; damage from exposure to excessive heat; improper handling, such as dragging over damaging materials or over-stretching during installation; damage from improper attachment to fence or using improper attachment devices; exposure to chemicals such as solvents, petrochemicals, paints, acids, alkaline materials, or other substances which damage vinyl; use for any purpose other than as a windscreen attached to a chain link fence.

Negligent, abusive, and other improper use of the windscreen voids this warranty.

THE FOREGOING LIMITED WARRANTY CONSTITUTES THE EXCLUSIVE WARRANTY AND REMEDY FOR CLAIMS CONCERNING THE PRODUCT. PUTTERMAN MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER. PUTTERMAN SHALL NOT BE LIABLE FOR ANY LABOR, REMOVAL, INSTALLATION, CLEAN-UP, OR OTHER COSTS, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES, CLAIMS OR LIABILITIES INCURRED IN CONNECTION WITH THE PRODUCT, WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. IN NO EVENT SHALL PUTTERMAN'S LIABILITY UNDER ANY THEORY OF RECOVERY EXCEED THE PURCHASE PRICE PAID BY THE HOLDER OF THE PRODUCT AT THE TIME OF PURCHASE.

THE WARRANTY IS GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS. ANY LEGAL ACTION WITH RESPECT TO THIS WARRANTY MAY ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN CHICAGO, ILLINOIS, USA.



February 28, 2014
QUOTE #TH022838

Quote: WINDSCREEN PROJECT - REVISED

<u>Qty</u>	<u>SKU</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext Amt</u>
1,008. Ea	WS-MISC	Putterman Tenn-Air Pro Wind screen 9' Center CRT MATCHING QUOTE Color: Green black (same price)	5.15	5,191.20
45. Lb	ME-4647	Hog Rings (Approx 80/Lb)	7.00	315.00
MATERIALS SUBTOTAL				\$5,506.20
MATERIALS TOTAL				\$5,506.20
SALES TAX @ 7.500% (SACRAMENTO COUNTY)				\$412.97
INSTALLATION (See next page for additional information)				\$3,500.00
FREIGHT CHARGES (ESTIMATED)				\$720.00
<u>TOTAL</u>				<u>\$10,139.17</u>

Billing Address

FOLSON LAKE COLLEGE
10 COLLEGE PARKWAY
FOLSOM, CA 95630

Shipping Address

FOLSON LAKE COLLEGE
10 COLLEGE PARKWAY
FOLSOM, CA 95630

Concern that freight
is estimated. Could
be considerably more.



February 28, 2014

QUOTE #TH022838

TERMS AND CONDITIONS OF SALE (QUOTE #TH022838)

Freight charges are based on delivery to FOLSOM, CA 95630 and are subject to change if delivery is to another location. Freight charges are also subject to change if additional services (such as power liftgate service, 24-hour call ahead notice, etc) are requested after this quote has been accepted.

Delivery timeframe: 3 week(s) from date of order.

We do not collect district tax for customers outside of Sonoma County, CA. If you are in a location that imposes district tax in addition to the standard California rate of 7.50%, you are responsible for reporting this district portion as "use tax" on your sales tax return.

Offloading of materials from the delivery truck is the responsibility of the customer, not the truck driver. If you have any related questions or concerns, or if you need specific additional services (such as a 24-hour call ahead notification prior to delivery, delivery on a truck equipped with a power liftgate, inside delivery service, etc) First Service must be notified of these requirements prior to acceptance of order, as additional charges do apply.

Payment terms: Net 30 Days

This quote supersedes any and all previous written or verbal quotes. Materials pricing is valid for 30 days from the date shown at the top of this page.

Please verify the billing and shipping addresses as shown on the following Order Confirmation page. Additional shipping charges and/or reconsignment charges may apply if correct shipping address is not provided AT TIME OF ORDER.

Examine all shipments promptly upon receipt, and notify us of freight damage and/or shortage within five (5) calendar days of receipt. Claims of damage and/or shortage will be deemed invalid unless reported within this time period.

Any portion of the invoice associated with this proposal not paid within the specified payment terms shall be subject to a finance charge of 1-1/2% per month (18% per year) until paid in full. No shipments will be made to past due accounts.

If First Service (a division of Straightline Enterprises, Incorporated) initiates any action at law or in equity, to enforce or interpret the provisions of this proposal, or even if it retains any attorney for such purpose, whether or not suit is initiated the party prevailing in such action or dispute will be entitled to its reasonable attorney's fees incurred, in addition to cost of suit or collection. This agreement shall be governed by the laws of the State of California, no matter where it is determined that the agreement was entered into. And any action brought to enforce or interpret any term of this agreement must be commenced in the appropriate court of the County of Sonoma, State of California, and no other court or jurisdiction.

Please complete the following ORDER CONFIRMATION page and return by fax to (707) 781-1970.



February 28, 2014

QUOTE #TH022838

ORDER CONFIRMATION

I have reviewed and understand First Service quote # **TH022838**.

I acknowledge that my signature below constitutes a firm order for all products and/or services included in quote # TH022838, subject to all terms and conditions of sale as listed on the previous page.

Order Total: **\$10,139.17**
 Payment Terms: **Net 30 Days**
 Deposit Amount: **\$0.00**
 Method of Payment: **Terms**
 Shipping Method: **Truck**
 Delivery Timeframe: **3 week(s) from the date of order.**
 Special Instructions: **None**

Billing Address
FOLSON LAKE COLLEGE
10 COLLEGE PARKWAY
FOLSOM, CA 95630

Shipping Address
FOLSON LAKE COLLEGE
10 COLLEGE PARKWAY
FOLSOM, CA 95630

Contact Person: **KIM HARRELL**
 Phone Number: **(916) 608-6686**
 Fax Number:

PLEASE PROVIDE THE FOLLOWING INFORMATION

Company Name: _____
 Your Name and Title: _____
 Signature: _____
 Order Date: _____
 Comments: _____
 Your Purchase Order Number: _____

*See previous page for **TERMS AND CONDITIONS OF SALE.***

ATS Sports
PO Box 644066
Pittsburgh PA 15264-4066

CUSTOMER INVOICE 12/17/13 29315

Page 1

Phone 800-866-7071

SOLD TO:

Folsom Lake College R3213
1919 Spanos Ct
Sacramento CA 95825

SHIP TO:

Folsom Lake College R3213
Folsom Lake College
Attn Receiving
10 College Parkway
Folsom CA 95630

SALESMAN
23

PO#

VIA
FEDEX GROUND

TERMS
CASH in ADVANCE

ITEM	DESCRIPTION	QTY	UNIT	B	ORD	FR	DRP	PRICE	AMOUNT
CSTS900	Premium Screen 9'	9072	sqft			A	Y	0.80	7257.60
CTYRD00	TY-RAPS DROP(50 lb)	17	"100"			A	Y	7.00	119.00
CTYR100	TY-RAPS DROP 120 lb.	17	"100"			A	Y	12.00	204.00

materials only

SUBTOTAL
7580.60

TAX
0.00

S & H
793.76

TOTAL
8374.36

PAYMENT IN ADVANCE

Harrell, Kim

From: warrend@gammasports.com on behalf of Drew Warren <ace@atssports.com>
Sent: Wednesday, February 26, 2014 8:15 AM
To: Harrell, Kim
Subject: Re: tennis windscreens for FLC

Thanks for getting back to me.

Since we only offer the product, and not installation, I won't submit a bid. If I can help you in the future with anything, just let me know.

Thanks!

Drew Warren
ATS Sports
1-800-866-7071
ace@atssports.com
www.atssports.com

On Wed, Feb 26, 2014 at 8:31 AM, Harrell, Kim <HarrelK@flc.losrios.edu> wrote:
Thanks Darren,
We are looking for product and installation. Thanks!

Kim Harrell

Dean of Workforce Development, Kinesiology, Health & Athletics
CCCPE President
Folsom Lake College
(916) 608-6686
harrelk@flc.losrios.edu

Vendor unable to
provide installation
to create like bid.

From: warrend@gammasports.com [warrend@gammasports.com]
[ace@atssports.com]

Sent: Tuesday, February 25, 2014 7:16 AM

To: Harrell, Kim
Subject: Re: tennis windscreens for FLC

Kim,

Thanks for getting back to me.

We don't subcontract out, for the installation of the windscreen. I can tell/suggest to you...that there really isn't a need to take on the extra expense, of having someone install it for you. The windscreens are very easy to put up on your own. Based on that, would you still like me to quote you our price, or are you look for an all in one (product and installation)?

Thanks!

Drew Warren
ATS Sports
1-800-866-7071
ace@atssports.com
www.atssports.com

On Mon, Feb 24, 2014 at 7:05 PM, Harrell, Kim <HarrelK@flc.losrios.edu> wrote:

Hi Darren,

We would like the materials and installation costs outlined separately as in the quote I sent you. I would imagine you subcontract for installation when needed?

Kim Harrell

Dean of Workforce Development, Kinesiology, Health, & Athletics

CCCPE President

Folsom Lake College

10 College Parkway

Folsom, CA 95630

916-608-6686

harrelk@flc.losrios.edu

From: warrend@gammasports.com [mailto:warrend@gammasports.com] **On Behalf Of** Drew Warren

Sent: Monday, February 24, 2014 12:42 PM

To: Harrell, Kim

Subject: Re: tennis windscreens for FLC

Kim,

I noticed on the estimate portion of your email, it has an "installation" line. We don't offer installation on windscreens, just the product only. Were you looking for a bid for an "all-in-one" bid (product and installation), or would you like a bid from us just on materials?

Please get back to me and let me know.

Thanks!

Drew Warren

ATS Sports

1-800-866-7071

ace@atssports.com

www.atssports.com

On Fri, Feb 21, 2014 at 8:37 AM, Harrell, Kim <HarrelK@flc.losrios.edu> wrote:

Good morning Warren,

We are in the process of obtaining 3 quotes for tennis wind screens for our new tennis complex. My assistant, Jeanne, recently sent you the plans showing the dimensions of the courts. You had asked how many panels we want. The plans should give you the information you need. The windscreens should be 9' tall and we would like metal grommets not zip ties to hold them up. Please match the specifications provided by this other vendor (see attachments). We have an account with you and our account number is R3213. We would like to put our three quotes forward to the district by next week.

Thank you!

Kim Harrell

Dean of Workforce Development, Kinesiology, Health & Athletics

CCCPE President

Folsom Lake College

(916) 608-6686

harrelk@flc.losrios.edu

Harrell, Kim

From: Kirklin, Kathleen
Sent: Thursday, February 13, 2014 10:12 AM
To: Harrell, Kim
Cc: Plews, Jeanne; Vander Werf, Wenda
Subject: Tennis court dimension

Hi Kim,

BCF, project architect, provided the following information on the tennis court dimensions.

The perimeter court fencing is 60' wide x 120' long (standard size) and 12' tall. The interior 12' tall sections between courts are approximately 23' long (field verify).

David W. Briley, MLA
Landscape Architect
Blair, Church & Flynn

Kathleen Kirklin
Sent from my iPhone