

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 Requisition

FLC BUSINESS SERVICES

QB

Req. No. **767719**

P.O. NO. _____

Vendor Code
23957

Approved _____

Terms _____

F.O.B. _____

DATE 2/27/14

VENDOR D3 SPORTS INC

ADDRESS 5640 Roseville Rd. Ste A.

CITY SACRAMENTO STATE CA. ZIP 95842

PHONE 916-332-1080 FAX _____

2014 MAR -4 A 7:11

DELIVERY INSTRUCTIONS

04PE102
Location Code

FLC **KHA**
College/District Location Department

AR05 **3/21/14**
Division Date Required

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	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	GILDAN 2000 SHIRTS	11	ea.	8.50	93.50
2	20x24 Mesh Screen	1	ea.	25.00	25.00
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects

This purchase is in compliance with the requirements of _____

Program Name _____

Program Director/Coordinator Signature _____ For grants/special projects

Project/Grant Number _____

Program Goal/Objective Number/Explanation _____

Sales Tax **\$9.48**

Total \$127.98

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: Matt Wright TYPED/PRINT DATE 2/27/14

REQUESTED BY: [Signature] SIGNATURE DATE 2/27/14

AUTHORIZED: [Signature] DEAN OR AUTHORIZED SIGNATURE DATE 2/28/14

APPROVED: [Signature] VICEPRESIDENT, ADMINISTRATION DATE 3/13/2014

BAWFL 9550 81 / FL.VA. BSO F

Bus. Unit	Account*	Fund	Org	
0000	50101	2014	400F	\$ 127.98
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

PO# CBF 14060



Rally Factory

A Division of D3 Sports Inc.
 5640 Roseville Rd. Suite A
 Sacramento, CA 95842
 Phone: (916) 332-1000

Quote

Order #	Date
203972	2/12/2014

Bill To:

Folsom Lake College - Athletics
 Matt Wright
 10 College Parkway
 Folsom, Ca 95630

Ship To:

FLC Receiving Dept
 10 College Parkway
 Folsom, Ca 95630

Job Name	Terms	P.O. No.	Estimated Ship
Scholar Athlete shirts	Net 30	cbf14060	3/25/2014

Qty	Item	Description	Rate	Total
11	Gildan 2000	100% 6.1 oz Heavy black with two color front white and teal sm-7/ med-2/ lrg-2	8.50	93.50T
	Screen(s)	20 X 24 Mesh one new screen	25.00	25.00T
	Shipping & Handling	No charge	0.00	0.00

Subtotal		\$118.50
Sales Tax (8.0%)		\$9.48
Total		\$127.98

This is a quote. We won't begin until approval is made with PO # or credit card deposit.

If you have any questions concerning this job please give us a call.

We appreciate the opportunity to work for you!

From: [Haney, Brenda](#)
To: [Haney, Brenda](#)
Subject: FW: UPS Ship Notification, Tracking Number 1Z23FV340345732414
Date: Thursday, March 20, 2014 10:26:55 AM

From: UPS Quantum View [<mailto:auto-notify@ups.com>]
Sent: Wednesday, March 19, 2014 4:39 PM
To: Wright, Matt
Subject: UPS Ship Notification, Tracking Number 1Z23FV340345732414

UPS



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This message was sent to you at the request of Bret Penner to notify you that the electronic shipment information below has been transmitted to UPS. The physical package(s) may or may not have actually been tendered to UPS for shipment. To verify the actual transit status of your shipment, click on the tracking link below or contact Bret Penner directly.

Important Delivery Information

Scheduled Delivery: 20-March-2014

Shipment Detail

Ship To:
Matt Wright
Folsom Lake College Athletics
10 College Parkway
FOLSOM
CA
95630
US

Number of Packages: 1

UPS Service: GROUND

Weight: 4.0 LBS

Tracking Number: [1Z23FV340345732414](#)

[Click here](#) to track if UPS has received your shipment or visit http://www.ups.com/WebTracking/track?loc=en_US on the Internet.

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Rally Factory

A Division of D3 Sports Inc.
5640 Roseville Rd. Suite A
Sacramento, CA 95842
Phone: (916) 332-1000

Invoice

Date	Invoice #
3/25/2014	17893

Bill To
Folsom Lake College - Athletics Matt Wright 10 College Parkway Folsom, Ca 95630

Ship To
FLC Receiving Dept 10 College Parkway Folsom, Ca 95630

Job Name
Scholar Athlete shirts

Terms	P.O. #
Net 30	cbf14060

Ship Date
3/25/2014

Quantity	Item	Description	Rate	Amount
11	Gildan 2000	100% 6.1 oz Heavy black with two color front white and teal sm-7/ med-2/ lrg-2	8.50	93.50T
	Screen(s)	20 X 24 Mesh one new screen	25.00	25.00T
	Shipping & Handl...	No charge	0.00	0.00
<i>Received Mar. 26, 2014</i> <i>DW</i>				
PAID 4/1/14 CHK # 1734				

Subtotal	\$118.50
Sales Tax (8.0%)	\$9.48
Total	\$127.98
Payments/Credits	\$0.00
Balance Due	\$127.98

Thank you for choosing Rally Factory & D3.

* Please submit this invoice for payment to the person in charge of your account. Prompt payment is appreciated. 1.5% interest added per month for all invoices past terms provided.

Please make checks payable to D3 SPORTS INC. to the above address

Thanks again!