

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO 0001078016

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

Date	Revision	Page
09/04/2014	1 - 09/05/2014	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
808442 ZWERENZ K KB POONV	04OPER116	

Vendor: 0000000880
 CHARLES MCMURRAY CO
 FRESNO
 2520 N ARGYLE
 FRESNO CA 93727

Phone: (559) 292-5751
Fax: (559) 292-8213

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	LOCK CAM FOR 7/8" MK KA #0001 #DCN2-26DMK01	22.00	EA	9.98	219.56	09/30/2014
2- 1	LOCK CAM FOR 7/8" MK KA #0001 #DCN2-26DMK01	12.00	EA	9.99	119.88	09/30/2014
3- 1	SHIPPING	1.00	EA	20.00	20.00	09/30/2014

PRICE PER QUOTE #S2637755 BY C JENSEN

DELIVER ATTN: TRAVIS MILLER, FLC MAINTENANCE DEPT.

FAX PO TO: 559 292-8213

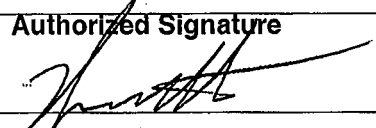
Sub Total Amount	359.44
Sales Tax Amount	27.15
Total PO Amount	386.59

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4300	12	ED.VI.AR03	04000	00000	700P	139.47	2015
GENFD	4300	12	ED.VI.AR03	19050	00000	700P	247.12	2015

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 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

Requisition

Page _____ of _____

BUSINESS SERVICES

Req. No. 808442
P.O. NO.

Vendor Code 880
Approved by / Date
Reviewed by / Date
Dispatched Method / Date

DATE 8/22/14 2014 AUG 25 PM 4:16

VENDOR Charles McMurray Co

ADDRESS 2520 N. Argyle

CITY Fresno STATE CA ZIP 93727

PHONE 559 292 5757 FAX 559 292 5243

DELIVERY INSTRUCTIONS	
<u>04 OPER 116</u>	Location Code <u>MAINT</u>
<u>PLC</u>	College/District Location <u>CHART</u>
<u>Area 03</u>	Department <u>8/31/14</u>
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	per attached quote				
2					
3	S 2637195				\$394.40
4	LOCK CAM (Budget #1)	22	EA	9.98	219.76
5	LOCK CAM (Budget #2)	12	EA	9.99	119.88
6	Shipping & Handling (50% split Budgets 1 & 2)	1	EA	20.00	20.00
7					
8	Please Fax PO				

10 Please note: Prices good

11 until 8/29/14

13 Deliver to PLC Maintenance Dept. Travis Miller

Purchases Charged to Categorical Programs, Grants or Special Projects		Sales Tax	28.78
This purchase is in compliance with the requirements of <u>Lottery</u> Program Name		Total	\$388.44
Program Director/Coordinator Signature <u>Elzide Instructional Services</u>	Project/Grant Number <u>1000</u>		
Program Goal/Objective Number/Explanation <u>#1</u>			

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: <u>Kim Zworen</u>	TYPED/PRINT	DATE: <u>8/25/14</u>	Bus. Unit: <u>1900</u>	Account: <u>0000</u>	* Fund: <u>7005</u>	Org: <u>7000</u>	Amount: <u>\$248.17</u>
REQUESTED BY: <u>Kim Zworen</u>	SIGNATURE	DATE: <u>8/25/14</u>	Bus. Unit: <u>0400</u>	Account: <u>0000</u>	* Fund: <u>7015</u>	Org: <u>7000</u>	Amount: <u>\$140.27</u>
AUTHORIZED: <u>Nathaniel Kuklan</u>	DEAN OR AUTHORIZED SIGNATURE	DATE: <u>8/27/14</u>	Program: <u>0400</u>	Sub-Class: <u>0000</u>	BY: <u>7015</u>	Proj/Grnt: <u>7000</u>	Amount: <u>\$138.57</u>

APPROVED: Nathaniel Kuklan VICE PRESIDENT, ADMINISTRATION DATE: 8/27/14

* 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

CHARLES MCMURRAY COMPANY - FRESNO
2520 N ARGYLE
FRESNO CA 93727
559-292-5751 Fax 559-292-8213

Quotation

INVOICE DATE	INVOICE NUMBER
08/22/14	S2637755
DUE DATE	PAGE NO

QUOTE TO:
 LOS RIOS COMM. COLLEGE
 ACCOUNTING
 1919 SPANOS CT
 SACRAMENTO, CA 95825-3981

SHIP TO:
 FOLSOM LAKE COLLEGE
 10 COLLEGE PKWY
 FOLSOM, CA 95630-6798

CUSTOMER NUMBER	CUSTOMER PO#	TERMS	WRITER	OUTSIDE SLSP	INSIDE SLSP
11348	DCN2LOCKS	net.30 cme	CJENSEN	WPROUD	CJENSEN
PACKAGES	SHIP VIA	ORDERED BY	TAX JUR	ORDER DATE	SHIP DATE
	ONTRAC		S	08/22/14	08/22/14
QTY ORDERED	U/M	PRODUCT # / DESCRIPTION	UNIT PRICE	EXT. AMOUNT	
34ea		DCN2-26DMK01 LOCK CAM FOR 7/8" MK KA #0001 ON SPECIAL UNTIL FRIDAY 8/29/14 ***** TAXES ARE ESTIMATED	9.990	339.66	

PO Comments:
Deliver to Travis Miller, FCC Maint. Dept.

*** This is a quotation. Prices valid for 30 days ***
*** Freight will be charged unless otherwise noted ***

All prices are subject to change without notice. Prices stated do not include any sales, use or excise tax. Unless otherwise noted freight will be charged pursuant to Charles McMurray Company freight Policy as defined in our current catalog. This order quotation is valid for thirty(30) days from the quoted date. The acceptance of your order is expressly made conditional on your assent to Charles McMurray's Terms and Conditions of Sales as defined in our current catalog.

Subtotal	339.66
S&H CHGS	20.00
Sales Tax	28.78 27.17
Amount Due	386.83
<i>Total</i>	<i>388.44</i>

Charles McMurray Company
PO Box 569
Fresno, CA 93709-0569
(559) 292-5751 Fax (559) 292-8213

**** PACKING ****

PRINTED DATE	INVOICE NUMBER
09/08/14	S2648256.001
Due Date	PAGE NO.
10/31/14	1

BILL TO: .4126
 LOS RIOS COMM. COLLEGE
 ACCOUNTING
 1919 SPANOS CT
 SACRAMENTO, CA 95825-3981

SHIP TO:
 FOLSOM LAKE COLLEGE
 10 COLLEGE PKWY
 FOLSOM, CA 95630-6798

Br:1

CUSTOMER NUMBER	CUSTOMER PO#	ORDER BY	TERMS	OUTSIDE SLSP	< >
11348	0001078016	TRAVIS MILL	NET.EOM	WPROUD	
PACKAGES	SHIP VIA	BILL OF LADING	TAX JUR	ORDER DATE	SHIP DATE
	ONTRAC		S	09/08/14	09/08/14
QTY ORDERED	U/M	QTY SHIPPED	PRODUCT# / DESCRIPTION		
*****			Shipping Instructions *****		
*	WRITTEN		PO A MUST!!! *		
*****			*****		
34	ea	34	DCN2-26DMK01 LOCK CAM FOR 7/8" MK KA #0001 QUOTE WAS ON SALE UNTIL 08/29*****		

RCVR: 0001066250
9/9/14 CMT

All claims for shortage errors must be made at once.

No returns without authorization. Returns are subject to handling and restock charges.

** Special Orders are non-returnable.

Signature: _____

FB: _____ PB: _____

From: [Haney, Brenda](#)
To: [Wong, Barbara](#); [Kaldani, Jacqueline](#)
Cc: ["KathyF@CharlesMcMurray.com"](mailto:KathyF@CharlesMcMurray.com); [Miller, Travis](#); [Raines, Christopher](#)
Subject: FW: FOR YOUR ACTION_ FW: CHARLES McMURRAY CO._ FW: Invoice S2648256 PO# 0001078016
Date: Wednesday, January 28, 2015 9:23:52 AM
Attachments: [S2648256_23986332.pdf](#)
[Invoice_S2648256_PO#_0001078016.msg](#)
[0001078016_CHARLES McMURRAY CO..pdf](#)
Importance: High

Hi Barbara –

Vendor Charles McMurray has provided revised invoice to match unit pricing on original quote (see attach Invoice S2648256 pdf and vendor email).

Please process for payment, in next Vendor Check Run scheduled for Feb 5, 2015 - to close PO_0001078016.

Thank you,

Brenda Haney

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

 916.608.6635 |  haneyb@flc.losrios.edu

From: Haney, Brenda

Sent: Thursday, January 22, 2015 2:32 PM

To: Raines, Christopher; Miller, Travis

Cc: Kaldani, Jacqueline; Wong, Barbara

Subject: FOR YOUR ACTION_ FW: CHARLES McMURRAY CO._ FW: Invoice S2648256 PO# 0001078016

Importance: High

Hi Chris / Travis -

Charles McMurray has requested payment on the attached Invoice # S2648256.001 and District Accounting reports – payment is on HOLD as Invoice amounts exceed Quote amounts (copies of all attached).

For Your Action:

- 1) Please work with vendor to obtain a revised invoice to match quote.
- OR
- 2) Submit a Change Order to accept prices as invoiced and increase PO.

Thank you,

Brenda Haney

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

 916.608.6635 |  haneyb@flc.losrios.edu

From: Kaldani, Jacqueline

Sent: Wednesday, January 14, 2015 12:30 PM

To: Haney, Brenda

Cc: Wong, Barbara

Subject: FW: CHARLES McMURRAY CO._ FW: Invoice S2648256 PO# 0001078016

Importance: High

Hi Brenda,

The invoice can't be paid because it's price quote and the invoice is more than what's on the po..

Thank you

From: Wong, Barbara

Sent: Tuesday, January 13, 2015 10:12 AM

To: Kaldani, Jacqueline

Cc: Haney, Brenda

Subject: FW: CHARLES McMURRAY CO._ FW: Invoice S2648256 PO# 0001078016

For your payment action. Thanks.

Barbara

From: Haney, Brenda

Sent: Tuesday, January 13, 2015 7:48 AM

To: Wong, Barbara

Subject: CHARLES McMURRAY CO._ FW: Invoice S2648256 PO# 0001078016

Barbara –

Vendor has submitted invoice by email. PO 0001078016 – fully received. Please pay in next check run on 1/22/15.

Thank you,

Brenda Haney

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

 916.608.6635 |  haneyb@flc.losrios.edu

-----Original Message-----

From: KathyE@CharlesMcMurray.com [mailto:KathyE@CharlesMcMurray.com]

Sent: Monday, January 12, 2015 11:39 AM

To: Miller, Travis

Subject: Invoice S2648256 PO# 0001078016

Good Morning Barbara,

Invoice # S2648256.001 is now over 90 days past due. Will you please advise immediately the reason for non payment.

Thank you,

Kathy Earnhart



Charles McMurray Co.

Family-Owned Since 1946

PO Box 569 - Fresno - CA - 93709-0569
(559) 292.5751

*** CORRECTED * INVOICE ***

INVOICE DATE	INVOICE NUMBER
01/23/15	S2648256.003
DUE DATE	PAGE NO.
02/28/15	1

BILL TO: .4126
 LOS RIOS COMM. COLLEGE
 ACCOUNTING
 1919 SPANOS CT
 SACRAMENTO, CA 95825-3981

SHIP TO:
 FOLSOM LAKE COLLEGE
 10 COLLEGE PKWY
 FOLSOM, CA 95630-6798

Br:1

CUSTOMER NUMBER	CUSTOMER PO#	TERMS	WRITER	OUTSIDE SCSP	INSIDE SCSP	
11348	0001078016	net.30 cme	AHARTER	WPROUD	FX	
PACKAGES	SHIP VIA	BILL OF LADING	TAX JUR	ORDER DATE	SHIP DATE	
	REBILL		S	09/08/14	01/23/15	
QTY ORDERED	U/M	QTY SHIPPED	PRODUCT#	DESCRIPTION	Net Unit Price	Ext Amount
34	ea	34	DCN2-26DMK01	LOCK CAM FOR 7/8" MK KA #0001 QUOTE WAS ON SALE UNTIL 08/29***** PRICE ADJUSTMENT OK'D BY CMC.	9.990	339.66

PRODUCT TOTAL	339.66
S&H CHARGES	0.00
SALES TAX	32.04
INVOICE TOTAL	371.70
AMOUNT DUE	371.70

Invoice is due by 02/28/15.