LOS RIOS COMMUNITY COLLEGE DISTRIC URCHASE ORDER NO

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Page Date Revision 09/18/2014 12/11/2014 Ship Via **Payment Terms** Freight Terms NET 30 Shipping Point Best Metho Location / Dept Reference: 808287 PLEWS J KB POONV 04PE102

0001078185

Vendor: 0000002266 **GOPHER** 2525 LEMOND ST. SW PO BOX 998

OWATONNA MN 55060-0998

email:

Ship To:

FOLSOM LAKE COLLEGE

RECEIVING

CHANGE ORDER - REPRINT

10 COLLEGE PARKWAY FOLSOM CA 95630

United States

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

United States

Tax Exempt? N Use Tax Applicable: Y **Quantity UOM** PO Price **Extended Amt Due Date** Line-Sch Item/Description ULTRAFIT SLAMBALL MEDICINE BALL SET 1.00EA 367.68 10/15/2014 1- 1 367.68 WITH 5-BALL RACK #70-173 SHIPPING & HANDLING 1.00 EA 29.42 29.42 12/11/2014 2- 1

PRICE PER QUOTE #264523 DATED 8/20/14

12/11/14 -CG. INCREASED LINE BY \$0.01 TO \$29.42 AND CORRECTED THE ITEM DESCRIPTION. NEW PO VALUE \$426.50 PER J HARMAN.

> Sub Total Amount Sales Tax Amount **Total PO Amount**

397.10
0.00
397.10

<u>BYear</u> BU Acct Org Prog Sub <u>Proj</u> <u>Amount</u> Fd 700P 397.10 2015 FL.VT.AR05 00000 GENFD 4300 12 08350

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

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.

STANDARD PO - CHANGE ORDER REQUEST

One Purchase Order per Form

PO#: 0001078185	REQUEST DATE: 12/11/2014	COLLEGE/DEPT: FLC BSO						
VENDOR NAME: GOP	VENDOR#:							
CHANGE UNIT PRI	CE ON LINE# <mark>2</mark> TO: 29.42 (Taxabl	e)						
○ CHANGE DESCRIPTION ON LINE#: 2 TO: SHIPPING & HANDLING								
BUDGET CODE:								
FUND 12 Requirement – Complete if adding new department org, or project/grant#:								
Program Name:		Project/Grant Number:						
Program Director/Coordin	ator Signature:							
NEW PO TOTAL = 428.87 REQUESTED BY:								

PO COMMENTS:

REQUIRED TO CORRECT PO SALES TAX & MATCH INV# 8871294 FOR PAYMENT.

DO NOT SEND CHANGE ORDER TO VENDOR - (For BSO Use Only)

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO

0001078185

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

Date	Revision	Page
09/18/2014		1
Payment Terms	Freight Terms	Ship Via
NET 30 Sh	ipping Point	Best Metho
Reference:		Location / Dept
808287 PLEWS J	KB POONV	04PE102

Vendor: 0000002266 **GOPHER** 2525 LEMOND ST. SW PO BOX 998 OWATONNA MN 55060-0998

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	Use Tax Applicable: Y	· · · · · · · · · · · · · · · · · · ·			
Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	ULTRAFIT SLAMBALL MEDICINE BALL SET WITH 5-BALL RACK #70-173	1.00 EA	367.68	367.68	10/15/2014
2- 1	SHIPPING	1.00 EA	29.41	29.41	10/15/2014

PRICE PER QUOTE #264523 DATED 8/20/14

Jar 800-451-4855

Sub Total Amount Sales Tax Amount Total PO Amount

397.09 0.00

GENFD

Acct 4300 <u>Org</u>

FL.VI.AR05

<u>Prog</u> 08350 Sub Proj 700P 00000

Amount

397.09

BYear 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. Authorižed Signature

9-26-14

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.
- ROB 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 <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.

 From:
 Haney, Brenda

 To:
 Poon, Vivian

 Cc:
 Alford, Jennifer

Subject: RE: On Hold PO# 0001078185 Req 808287 Gopher

Date: Monday, September 22, 2014 3:05:16 PM

Importance: High

Vivian -

We check for this before we submit the requisitions: No – this purchase should not be 6490. Please release hold and dispatch PO_0001078185

These items qualify for 4300 Instructional Supply and 700P Lottery funding. The following applies:

STATE OBJECT CODES (ACCOUNTS) - 6000 SERIES CAPITAL OUTLAY (Cont.)

The following questions may provide some guidance in deciding whether a purchase should be coded to equipment. If the answer to any of the following questions is yes, the item should be classified and recorded under supplies (4300 or 4500):

- 1. Is the cost of the item including sales tax under \$200?
- 2. Will the item lose its original shape and appearance with use? Yes, this can happen.
- 3. Is it consumable with a normal service life of less than one year? Yes this can happen.
- 4. Is it easily broken, damaged, depleted, or lost in normal use? Yes this often happens.
- 5. Is it usually more feasible to replace it with a new item than to repair it? Yes always.

Thank you,

Brenda Haney

Business Services

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

From: Poon, Vivian

Sent: Monday, September 22, 2014 2:30 PM

To: Haney, Brenda **Cc:** Alford, Jennifer

Subject: On Hold PO# 0001078185 Reg 808287 Gopher

Should this be 6490? Please check and advise, thanks!

Los Rios Community College District Requisition Req. No. 808287 Vendor Code P.O. NO. VENDOR_ GOPHER **DELIVERY INSTRUCTIONS** ADDRESS Reviewed by / Date FLC CITY_____STATE__ZIP KHA Dispatched Method / Date College/District Location Department PHONE 800-533-0446 FAX 900-451-4855 9/15/14 Date Required DESCRIPTION **ORDERED AMOUNT** GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES ITEM QUANTITY UNIT **UNIT PRICE** TOTAL PRICE *Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION. ULTRAFIT SLAMBAU SET W/ PACK # 70-173 367.68 367.68 en. 2 3 4 5 6 7 8 29.41 9 10 11 12 Purchases Charged to Categorical Programs, Grants or Special Projects SalesTax This purchase is in compliance with the requirements of Rym Havely For grants/special projects Total Program Goal/Objective Number/Explanation I hereby certify the items/services listed above are to be obtained in accor-GENTD/4300/12/FLVI.AROS dance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations, and laws. Bus. Unit Account *Fund leanne REQUESTED BY: Proj/Grnt Bus. Unit Account * Fund Org Sub-Class 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 VICE PRESIDENT, ADMINISTRATION

Instructions on Reverse GS #127 08/12 District Office: White

College Requesting: Yellow

Requestor: Pink

Area Dean: Goldenrod

will be housed.

Building

Location Code

Dept.

Room No. _____



Phone: 1-800-533-0446 Fax: 1-800-451-4855 Online: www.gophersport.com

Quote

Thank you for choosing Gopher®!

Every quality product on this quote is backed by our Unconditional 100% Satisfaction Guarantee.

Quote Number: 264523

Quote Date:

20-AUG-14

Expire Date:

18-NOV-14

Sales Representative:

Janita Paulson

janitap@gophersport.com

Tel: 855.500.2751 Fax: 507.446.2279 Account Number:

5366257

Contact Name:

Matt Wright

Email Address:

wrightm@flc.losrios.edu

Shipping Address:

Folsom Lake College Folsom Lake College

10 College Parkway

Receiving

Folsom, CA 95630

Billing Address:

Folsom Lake College 10 College Parkway

Folsom, CA 95630

ITEM NO	QTY REQUESTED	QTY AVAILABLE	EST SHIP DATE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
70-173	1	145	Immediate	UltraFit SlamBall Medicine Ball Set with 5-Ball Rack	\$367.68	\$367.68
					Sub Total:	\$367.68
				* Estin	nated Tax Total:	\$29.41
				Shipping, Handlin	g & Processing:	\$29.41
					Total:	\$426.50

^{*} Tax Total is an estimate. Complete amount due for this purchase would be reflected on your invoice.

The quantity available shown is as of the time this quote was prepared. Inventory levels change hourly based on incoming orders. Please place your order quickly to ensure fast shipment of your product(s).

Thank you for choosing Gopher®!

If you have any questions about your quote or would like to place an order, please contact me at janitap@gophersport.com or by phone at 855.500.2751.



Unconditional 100% Satisfaction Guarantee

If you are not satisfied with any Gopher® purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price. No restocking fees. No hassles. No kidding.

PACKING LIST

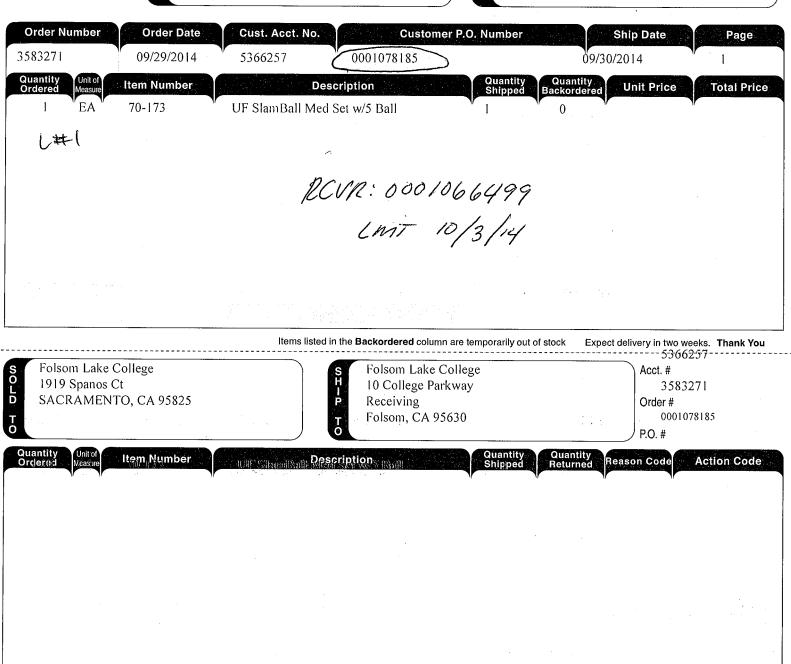
THIS IS NOT A BILL

(INVOICE TO FOLLOW)



Folsom Lake College 1919 Spanos Ct SACRAMENTO, CA 95825

Folsom Lake College 10 College Parkway Receiving Folsom, CA 95630



THANK YOU FOR YOUR ORDER

Our Unconditional Satisfaction Guarantee! If you are not satisfied with your purchase for any reason at any time, we will replace the product, credit your account, or refund the purchase price.

Please see reverse side for return instructions.



Invoice

Thank you for choosing Gopher®!

Please Remit To: NW 5634 PO Box 1450 Minneapolis MN 55485

Invoice Number: 8871294

Invoice Date: 30-SEP-14 0001078185 Customer PO number: Payment Method: Net 30

Billing Address:

Folsom Lake College 1919 Spanos Ct

SACRAMENTO CA 95825

United States

Customer Number: 5366257

Order Date: 29-SEP-14 Order Number: 3583271 Date Shipped: 30-SEP-14

Shipping Address: Folsom Lake College

10 College Parkway

Receiving Folsom CA 95630 **United States**

GST Number:

Contact: Contact:

ITEM NUMBER	ITEM DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY BACK ORDERED	UNIT PRICE	EXTENDED PRICE
70-173	UltraFit SlamBall Medicine Ball Set with 5-Ball Rack	1	1		\$367.68	\$367.68
					Sub Total:	\$367.68

Tax Total: \$31.77

Shipping, Handling & Processing: \$29.42 \$428.87

Invoice Total: Payments & Credits:

\$0.00

Balance Due: \$428.87

