

Hi Jackie, I spoke with the vendor today and the items on this PO are backordered and will not ship out until the second week of November.

Thank you, Joany Harman

Joany Harman | Business Services Supervisor Folsom Lake College | 10 College Parkway | Folsom, CA 95630 p. 916.608.6622 | f. 916.608.6553 | harmanj@flc.losrios.edu | http://flc.losrios.edu

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO

Revision

0001078251

Page

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

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AND CONDITIONS.	09/23/2014	1 - 09/25/2014	1
	Payment Terms	Freight Terms	Ship Via
	NET 30 S	hipping Point	Best Metho
	Reference:		Location / Dept
	808280 WRIGHT	M POONV	04PE102
Vendor: 0000035684 BASEBALL PLUS 145 MILBAR BLVD FARMINGDALE NY 11735 Phone: (516) 433-0104 Fax: (516) 433-0278	RE 10 FC	DLSOM LAKE COLLEC ECEIVING COLLEGE PARKWA' DLSOM CA 95630 nited States	
email: baseballplusonline@gmail.com	Sa	19 Spanos Court cramento CA 95825-3 nited States	981

Date

Tax Exempt? N Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1-1	RAWLINGS S90PAM MATTE BLACK HELMET XL	4.00 EA	79.95	319.80	10/07/2014
2- 1	DISCOUNT 10%	1.00 EA	-31.98	-31.98	10/07/2014

Sub Total Amount	287.82
Sales Tax Amount	23.02
Total PO Amount	310.84

<u>BU</u>	<u>Acct</u>	Fd	Org	<u>Prog</u>	<u>Sub</u>	Proj	Amount	<u>BYear</u>
GENFD	4300		FL.VI.AR05	08700	00000	700P	310.84	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 9-25-14 -25-14 9

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 <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.

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Payment Methods



Visit Our Partner Site



BaseBall Plus

Retail Outlet in Farmingdale

145 Milbar Blvd

Farmingdale, NY 11735

516-433-0104



Click here for directions



Upfront





Brenda 8/14/14 We cannot get this size of helmet from any ofther vendor, that's why we need that's why we need that's why we need that's why we need

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Shopping Cart

Checkout

Log In

My Account My Wishlist My Cart (4 items)

PROCEED TO CHECKOUT

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For using points to checkout order, please login!	
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COLOR Black SIZE X-LARGE	
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Unit Price \$79.95	
Quantity 4	•
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8/12/2014	Shopping Cart	- S
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	andise for an additional fee of \$1.50. If for convenience or in the like re required\' so the carrier will leave the package at your doorstep. Pl	
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All packages are automatically insured up to \$100 per package through the carrier, some exceptions apply, but only packages with \'signature required\' checked will be insured for orders in excess of \$100. Please note, baseballplusstore.com is not responsible for lost, missing or stolen packages once the carrier has picked up the package from our facility and is in route. Baseballplusstore.com customer service will assist you in filing a claim with the carrier when necessary.

Yes - \$1.50No - \$0.00

Federal Express

2 Day \$51.30

Standard Overnight \$67.89

Store Pickup Please Call 1-877-789-HITS

FREE Store Pickup, NY Location \$0.00

From:Haney, BrendaTo:FLC-PurchaseSubject:NEW VENDOR FORMS _REQ#_808280 / BASEBALL PLUSDate:Tuesday, September 23, 2014 2:00:04 PMAttachments:DOC092314.pdfImportance:High

Vendor Application and W9 from Baseball Plus faxed today – for FLC REQ#_X67284X 808280 Correction emailed to DO

Thank you, Brenda Haney

Business Services Folsom Lake College | 10 College Parkway | Folsom, CA 95630 916.608.6635 | Anneyb@flc.losrios.edu

-----Original Message-----From: Scan from FLC Business Services [mailto:flc-print@flc.losrios.edu] Sent: Tuesday, September 23, 2014 1:25 PM To: Haney, Brenda Subject: Send data from MFP07908730 09/23/2014 13:24

Scanned from MFP07908730 Date:09/23/2014 13:24 Pages:2 Resolution:300x300 DPI

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LOS RIOS PURCHASING ONLY:

www.losrios.edu

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Form	44.	- 30
(Rev. A	lugust 2	013)
Departi	ment of t	he Treasury
1-4	Dettent	· Pooloo ·

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IR8.

	Revenue Service			
	Name (as shown or	your income tax return		
	<u> </u>	BALL PLUS ONLINE, INC		· · · · · · · · · · · · · · · · · · ·
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page	1SASE	BALLFWS		
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to ave reside entitie	old backup withho	propriate box. The TIN provided must match the name given on the "Name" I Iding. For individuals, this is your social security number (SSN). However, for a retor, or disregarded entity, see the Part I instructions on page 3. For other yer identification number (EIN). If you do not have a number, see <i>How</i> to get a	a	
		n more than one name, see the chart on page 4 for guidelines on whose	Emplo	oyer Identification number
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Par	t II Certifi	cation		· · · · · · · · · · · · · · · · · · ·
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1. Th	number shown	on this form is my correct taxpayer Identification number (or I am walting for a	number to b	e issued to me), and

- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3, 1 am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have falled to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividents; you are not required to sign the certification, but you must provide your correct TIN. See the

instruct	one on page a.	A			~	
Sign Here	Signature of U.S. person ►	Int	\mathbb{N}	•	Date - 1-6-14	
-				withholding ter	on foreign partners' share of effectively cor	nected income, an

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS/has created a page on IRS, gov for information about form W-9, at www.irs.gov/w9. Information about any future developmenta affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in aettlement of payment card and third party network transactions, real extate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. parson (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payse. If applicable, you are also cartifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' ahara of effectively connected income, and 4. Certify that FATCA code(a) entered on this form (if any) indicating that you are exempt from the FATCA raporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnarships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effect/lvely connected texable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X



BASEBALL PLUS PO BOX 7767 HICKSVILLE, NY 11802

TLC BUSINESS SERVICES

Date	Invoice #	
9/25/2014	659	

Invoice

2014 NOV 25 P 1:28

Ship To

Bill To

FOLSOM LAKE COLLEGE 1919 SPANOS COURT SACRAMENTO, CA 95825

FOLSOM LAKE COLLEGE RECEIVING 10 COLLEGE PARKWAY FOLSOM, CA 95630

Phone #	E-mail	Web Site	P.O. No.	Terms	
(516) 433-0104	BASEBALLPLUSONLINE@GMAIL.COM	JSONLINE@GMAIL.COM WWW.BASEBALLPLUSSTORE.COM		001078251 30 days	
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