LOS RIOS COMMUNITY COLLEGE DISTRICT

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.

PURCHASE ORDER NO

0001079362

Date	Revision	Page
12/11/2014		1 .
Payment Terms	Freight Terms	Ship Via
NET 30 S	hipping Point	Best Metho
Reference:		Location / Dept
808209 PLEWS.1	GALLARZC	04 051 02

Vendor: 0000013505 TENNIS WAREHOUSE 181 SUBURBAN RD

SAN LUIS OBISPO CA 93401

Phone: (800) 883-6647

Fax (805) 540-1933 email: www.tennis-warehouse.com 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	WILSON US OPEN XDUTY TENNIS TEAM BALL, 24 CAN CASE	12.00 CS	74.99	899.88	12/23/2014

QUOTE # 8104871 (E-MAIL) DATED 12/10/2014.

Sub Total Amount Sales Tax Amount Total PO Amount

899.	. 88
71.	. 99
971.	87
	899. 71. 971.

					3			
<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	Prog	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	4300	12	FL.VI.AR05	08700	00000	700P	971.87	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

DEC 1 7 2014 V. 5.

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

12-15-14

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: <u>Haney, Brenda</u>
To: <u>Gallarzo, Christina</u>

Subject: REQ#_ 808209 TENNIS EXPRESS _ QUESTIONS ? / NVP Status Update

Date: Wednesday, December 10, 2014 3:16:48 PM

Attachments: FW Information required before I can place an order.msg
FW New Vendor Information required to place an order.msg

Hi Christina,

Today you left a voicemail message re: REQ#_808209 for Tennis Express, however, your VM message did not specify your question or need?

- ➤ As I review our file of REQ_808209 my guess would be that you may be inquiring on status of New Vendor Packet (NVP).
 - o If this is your question please find attached emails sent to vendor, with current status re: our request for NVP
 - 11/26/14 1st Request
 - 12/04/14 vendor reply
 - 12/10/14 2nd Request
 - o At this time we turn this over to you to follow-up directly with Tennis Express for the NVP.
- ➤ If you have a different question than this for REQ#_808209 please email me the details.

Thank you,

Brenda Haney

Business Services

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

2 916.608.6635 | ⊠ <u>haneyb@flc.losrios.edu</u>



LOS RIOS COMMUNITY COLLEGE DISTRICT

1919 Spanos Court ■ Sacramento, CA 95825
PURCHASING DEPARTMENT (916) 568-3071
Fax (916)568-3145 ■ Irredpurchase@losrips.edu

VENDOR APPLICATION

Return signed completed form to Purchasing via fax or email.

NAME

	Fax (916)56	8-3145 ■ Iro	cdpurchase@	losrios.edu		NAME:Jason Parks					
NAME OF F	Control of the contro				FEDERAL II	O# <u>OR</u> SO	CIAL SECURITY #				
Tennis Expr	ess							2-1			
MAILING A 10770 West	DDRESS theimer Rd, Ho	ouston, TX	77042		REMIT A	ADDRESS					
PHONE	713-435-48	318	FAX	713-781-12	!37	EMAIL	jp@tennisexpress.co	m			
WEBSITE	Tennisexpi	ess.com					ORGANIZATION CLASS (Check all that app	oly)			
	ATITUODIZE	D COMBAI	NY REPRESEI	UTATIVEC			Individual	M	IBE		
N	lame	T		1	nail		Partnership	- \	/BE		
Secretary and the second					express.com		Faithership	VV	DE		
				Non Profit			D	VBE			
Alex Myers Team Sales		alex@tennisexpress.c om		х	Corporation (List Sta	te Incorpo	rated)				
	y Japan Japan					Contract	or's License #				
majorani PF	ROVIDE LIST O	F СОММО	DITIES, EQU	PMENT, SU	PPLIES and	or SERVI	CES AVAILABLE TO THE	DISTRICT			
Tennis Equip	pment, and T	raining equ	ipment						- (
Shoes, balls	, and cloths					~			4.1		
	VENDOR CER				0	THER BUS	INESS INFORMATION	15 = = 14			
understand that evaluating my	all statements con at this information request to receive t being placed on t	n will be used bid invitations	d as a basis for purchases.	Paymer	nt Terms		Discounts Extend	ded			
nor does it relice required. I fur conflicts of int understand the	represent an endo eve my firm of pro ther agree to dis terest relating to requirements for this firm is an	oviding bonds a sclose any kno my business fulfilling and i	and insurances a own or potentia and Los Rios. nvoicing orders.	Refund,	/Returns		•	_	-		
JP INITIALS		O date of the same			SIGNATURE		TITLE	-	DATE		

(Rev. December 2011) Department of the Treasury

Request for Taxpayer **Identification Number and Certification**

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

HUDINE	TEVEL DO THOS								
	Name (as shown on your income fax return) Business name/disregal/ded entity name, if different from above								
6	Tennis Express. LP								
Print or type See Specific Instructions on page	Check appropriate box for federal tax classification: Individual/sole proprietor								
Print or type	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►								
ring I	Other (see instructions)								
Specific	Address (number, street, and apt. or suite no.) 10770 Westberner Rd City, state, and ZIP code	Reque	ster's name and address (opti	onal)					
See	Houston, TX 77042								
	List account number(s) here (optional)								
Pai									
Enter	your TIN in the appropriate box. The TIN provided must match the name bid backup withholding. For individuals, this is your social security numb	e given on the "Name" line	Social security number						
reside entitie	one backup withholding. For inturduals, this is your social security hatmost ent alien, sole proprietor, or disregarded entity, see the Part I instructions es, it is your employer identification number (EIN). If you do not have a na n page 3.	s on page 3. For other		-					
	If the account is in more than one name, see the chart on page 4 for gu	idelines on whose	Employer identification no	umber					
	er to enter.	addinas on whose	24-359	8791					
Par	t II Certification								
	r penalties of perjury, I certify that:	ş · ·							
	e number shown on this form is my correct taxpayer identification numb								
Se	m not subject to backup withholding because: (a) I am exempt from bac rvice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding, and	kup withholding, or (b) I hav e to report all interest or divid	e not been notified by the dends, or (c) the IRS has n	Internal Revenue otified me that I am					
3. la	m a U.S. citizen or other U.S. person (defined below).								
becau intere gener instru	fication instructions. You must cross out item 2 above if you have been use you have falled to report all interest and dividends on your tax return st paid, acquisition or abandonment of secured property, cancellation or ally, payments other than interest and dividends, you are not required to ctions on page 4.	. For real estate transactions f debt, contributions to an in	i, item 2 does not apply. Fi	or mortgage ement (IRA), and					
Sign		Date▶	2/01/14						
Ger	neral Instructions	Note. If a requester gives y your TIN, you must use the	ou a form other than Form	W-9 to request bstantially similar					

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

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, real estate 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. person (including a resident allen), 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 payee. If applicable, you are also certifying 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' share of effectively connected income.

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 partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

1	Los	Rios	Commi				trict	11/25/19
Page of		T .	Red	quisition	SS SERVICE	S Re	q. No. 8	08209
Vendor Code	DATE _	11/25	14	2014 NOV 21	A II: 2	P.C). NO.	
Approved by / D			SEXPRE	255			ELIVERY INST	RUCTIONS
Reviewed by / [4		Westhe			04	Location Coo	2 de .
Dispatched Method	CITY 13 PHONE	1005 ton 435-4	STAT	TE TX ZIP 3 1781-39	77042	College/Distr	C	12 17 14
		DESCRIPTI			OF	Division		Date Required AMOUNT
ITEM *Us	GIVE COMPLETE I se additional paper if				QUANTI	TY UNIT	UNIT PRICE	TOTAL PRICE
1 11.5	DO NO	T USE A SECON	D REQUISITION.		1 12	Anan	11100	MM2 00
2	· O Pear E	x (a)	vity Te	nnis De	12	Cuse	64.99	779.88
3 501	male) Ten	nis Tea	uns				
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This purchase is in Program Director/Coordi Program Goal/Objective	n compliance with the Akademic Signature Number/Explanation	requirements of	ants/special projec	Program Na	me j	100 P	SalesTax Total	62.39 342,27
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	strict, state, and federa	l policies, rules, re		Bus. Unit A	ccount *Fun	d Org	500	2112 217
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REQUESTED BY:	Hranno 0	O. II	DATE /	Bus. Unit A	ccount * Fun	d Org	¢	
AUTHORIZED:	DEAN OR AUTHORIZ	ED SIGNATURE	DATE	Program Sul	b-Class BY	Proj/Grn	t	Amount
APPROVED:	VICE PRESIDENT, AC	MINISTRATION	DATE / 14	*Asset Location computers) co	mplete the area	ent purchases of below indicati	over \$200 (Acc ng the final loc	ounts 6490, 6495 and ation where equipment
6	ln etweet's	- D		Location Co			Dept.	
GS #127 08/12	Instructions	on Keverse	E CONTRACTOR OF THE SECOND	Building			Room N	lo

Haney, Brenda

From:

Haney, Brenda

Sent:

Wednesday, November 26, 2014 2:34 PM

To:

Plews, Jeanne

Subject:

FOR YOUR ACTION_ NEW VENDOR PACKET REQUIRED_ REQ#_808209_ TENNIS

EXPRESS

Attachments:

REQ#_808209_TENNIS EXPRESS.pdf

Hi Jeanne -

Please provide a new vendor Application & W9 for attached REQ#_808209

Best Regards,

Brenda Haney

Business Services

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

2 916.608.6635 |

 \bowtie

haneyb@flc.losrios.edu

****REPRINT****

QUOTE

11/13/2014 1.07 PM

Quote # 09

0901008

STORE: REGISTER: 90 9919

Clerk: JIM CONLON

TENNIS EXPRESS WEB ORDER 10770 WESTHEIMER RD HOUSTON TX 77042

713-435-4800

Customer

PATRICK RUTZ

FOLSOM LAKE COLLEGE

10 COLLEGE PKWY

FOLSOM, CA 95630

Phone: 9168623992

Email: RUTZP@FLC.LOSRIOS.EDU

Barcode	Type	Style	Description	Size	Color	Qty Ordered	Qty Ship	Qty B/O	Price	Total
10030146		WRT1071 CS	US OPEN EXTRA			12	0	12	\$64.99	\$779.88

Total Units:

12

SubTotal:

\$ 779.88

Shipping:

\$0.00

\$0.00

TOTAL:

\$779.88



Price Quote



TENNIS WAREHOUSE

Bill To:

Folsom Lake College 10 College Pwky Folsom, CA 95630

Ship To: Patrick Rutz 10 College Pwky Folsom, CA 95630

Phone: 916-0862-3992 Terms: Purchase Order Ship Via: Drop Ship Date: 11/13/14

Guaranteed Lowest Prices 800 883 6647

http://www.tennis-warehouse.com 181 Suburban Road, San Luis Obispo, CA 93401 Internet Email Address: team@tennis-warehouse.com

8032740

Product Name

Wilson US Open XDuty Tennis Team 24 Can Case

Quantity

12

Price

Item Total

84.99

1019.88

Sub Total: \$1019.88
Tax Rate: \$76.49
Shipping: \$0.00
Total: \$1096.37

427137 37429

4 . . .

QUOTE FOR: FOLSOM LAKE COLLEGE PATRICK RUTZ-MENS TENNIS 10 COLLEGE PARKWAY FOLSOM CA 95630-6798

QUOTE



INVOICE # 37429 SSSIN *PATRICK

IWUXD 12 T1071 (CASE-24X) -- US OPEN "XD"

DATE 11/13/14

72.000 864.00

 Subtotal
 864.00

 Shipping
 209.16

 Total
 1073.16