LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO

0001080115

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.

Date	Revision	Page
02/12/2015	1 - 02/12/201	5 1
Payment Terr	ns Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:		Location / Dept
808906 HEND	RICKST GALLARZC	04CYPH210

Vendor: 0000000772

CAROLINA BIOLOGICAL SUPPLY CO

2700 YORK ROAD BURLINGTON NC 27215

Phone:

(800) 334-5551

Fax:

(800) 222-7112

email:

Ship To:

FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630-6798

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	ALL GLASS AQUARIUM, CATALOG#: 671228	9.00EA	20.69	186.21	02/26/2015

REFERENCE QUOTE# 279093 SQ, DATED 01/06/2015.

FAX ORDER TO VENDOR AT (336) 538-6330

Sub Total Amount
Sales Tax Amount
Total PO Amount

186.21
14.90
 201.11

 BU
 Acct
 Fd
 Org
 Prog
 Sub
 Proj
 Amount
 BYear

 GENFD
 4300
 12
 FL.VI.AR03
 19020
 00000
 700P
 201.11
 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

1 2/20/10

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.

Los Rios Community College District Requisition Req. No. Page_ of P.O. NO Vendor Code **DELIVERY INSTRUCTIONS** Approved by / Date Reviewed by / Date Dispatched Method / Date College/District Location ORDERED AMOUNT DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES TOTAL PRICE QUANTITY **UNIT PRICE** ITEM UNIT *Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION. Please issue REQ to Best Vendor: Caolina Bio or Amazon / Petco cannot fulfil order. 1 2 EA 3 4 5 7 8 9 10 11 12 Purchases Charged to Categorical Programs, Grants or Special Projects SalesTax compliance with the requirements of For grants/special projects Total 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. Bus. Unit Account 120151 Sub-Class Proj/Grnt Amount Program NATURE Bus. Unit Account * Fund Org ORIZED SIGNATURE Sub-Class BY Proj/Grnt Amount Program 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 DATE will be housed. **Location Code** Dept. Instructions on Reverse Room No. Building GS #127 08/12 District Office: White Area Dean: Goldenrod College Requesting: Yellow Requestor: Pink

From: <u>Haney, Brenda</u>
To: <u>Harman, Joany</u>

Cc: <u>Hartley, Gary</u>; <u>Hendricks, Theresa</u>; <u>Alford, Jennifer</u>

Subject: REQ#_808906_BEST VENDOR_ AQUARIUMS FOR AREA 3 / SWITCH VEDNOR TO CAROLINA OR AMAZON

Date: Wednesday, February 11, 2015 2:31:39 PM
Attachments: REQ# 808906 BEST VENDOR AQUARIUMS.pdf

Importance: High

Joany -

Can you please – forward this revised REQ#_808906 to FLC Purchase, as approval to switch to Best Vendor either Carolina or Amazon – Area approved pricing up to these limits when REQ was originally submitted to BSO.

Attempt was made to purchase from lowest/local vendor Petco - however after being told earlier that they would, we were informed today that they will not accept our Revolving Check or Visa CC Payment by phone.

Revised original REQ has been sent I/C mail to Purchasing.

Thank you,

Brenda Haney

Business Services

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

₱ 916.608.6635 |

haneyb@flc.losrios.edu

haneyb@flc.losrios.edu

Proprietable

Proprietab

Theresa's Account Try Prime Wish List 5.5 gallon aquarium For Theresa Fire & Kindle Departments Fabrication Materials Material Handling Education Janitorial & Facilities Food Service Industrial & Scientific Lab Test & Measurement Safety Pet Supplies + Fish & Aquatic Pets + Aquariums & Fish Bowls + Aquariums by Garolina Aquarium Tank, Glass, 5-1/2 Gal Qty: 1 * 7 customer reviews | 3 answeren guestions \$22.50 + \$7.95 shipping Price: \$22.50 + \$7.95 shipping in stock. Usually ships within 2 to 3 days. Sold by Carolina Biological Usually ships within 2 to 3 days. Ships from and sold by Carolina Biological Supply Company. **Supply Company** Estimated Delivery Date: Jan. 13 - 16 when you choose Add to Cart Standard at checkout. Turn on 1-Circle arriering Specifications for this item Carolina Brand Name Add to Wish List Click to open expanded view 671228 Part Number Number of Items Have one to sell? Sell on Amazon Our all-glass 5-1/2-gal aquarium has sides and a bottom of triple-strength, clear glass welded... Fleed hill product

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SALES QUOTATION

PAGE: 1 of 1

Telephone: 1-800-334-5551

336-538-6330

BILL TO ACCOUNT: 222826 FOLSOM LAKE COLLEGE **ACCOUNTS PAYABLE** 1919 SPANOS CT SACRAMENTO CA 95825-3905

SALES QUOTATION			TAGE. TOTA
QUOTE NUMB	ER 279093 SQ	QUOTE EXPIRES	03/03/15
DATE: 01/06/15		Reference: PHONE RE	QUEST
	Shipment can be M After Receipt of Your O	Made Within 14-28 DAYS rder Unless Otherwise Stat	ed.
TRANSPORTATION METHOD MOST ECONOMICAL		PAYMENT TERM	1S: NET 30 **

LORI DURHAM QUOTATION SPECIALIST

CATALOG NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
671228 FREIGHT	ALL-GLASS AQUARIUM FREIGHT AND HANDLING	EA EA	9	20.69 * FREE *	186.21 * FREE *
	refer to our quote # when placing your orders.		100		
Attn: Email:	HENDRIT@FLC.SOLRIOS.EDU				
hija l					

Carolina Biological Supply Company 2700 York Road, Burlington, NC 27215-3398 www.carolina.com

CFR FOLSOM CA

\$ 186.21 SUB TOTAL 8 % TAX 14.90 201.11 TOTAL

FOLSOM LAKE COLLEGE

100 SCHOLAR WAY • FOLSOM, CA 95630 TELEPHONE (916) 608-6549 CHECK NO. FL- 00926

VENDOR NO. 000003279

DATE

Teb 9, 2015 VOID

LOCATION 09

TO Pet Co. 855 East Bidwell St. Folsom CA 95630

2/11/15_Check Voided_After weeks of pre-approval with Store Mgr. for check acceptance. Merchant would not accept check at point of sale for merchandise will call. Reported Cashiering System would not accept check, unable to acquire TeleCheck Approval. Merchant confirmed they will not accept Credit Card payment unless made in store, so DO CC pmt by phone is not an option.

REQUISITIONED BY REQ # 808906/ Hendricks/ Harte

	700P	2015	00000	19020	FL.VI. AROS	12	43a	SENFO
AMOL	PROJECT/GRANT	BY	CLASS	PROGRAM	DEPARTMENT (ORG)	FUND	ACCOUNT	BUS UNIT

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EST. TOTAL AMOUNT
9	EA	5.5 Gallon Glass Aquarium	13.99	125.91
		VOID SALESTAY	8%	10.07
		Order total		\$ 135.98
		RECEIVED BY:		
		DATE:		

FOLSOM LAKE COLLEGE REVOLVING FUND ACCOUNT 100 Scholar Way • Folsom, CA 95630 Folsom Lake College will pay tivithe order of	BANK OF AMERICA GOVERNMENT BANKING DATE: FLB 0	No. FL- 00926
Pet Co- One Hundred Thirty-	Fine and 98/100 DOLL	(NOT TO EXCEED \$250.00) THIS CHECK VOID 60 DAYS FROM DATE DRAWN
""OOO926"" ":1 21	O0035B1: 14993-71104211	Girklin

Hendricks, Theresa

From:

Haney, Brenda

Sent:

Friday, January 09, 2015 1:22 PM

To:

Hendricks, Theresa; Santoro, Linda

Subject:

Q & A _ RE: Best Vendor for Aquariums

Write up a REQ for Best Vendor and attach copy of this email, along with specs/photo of the aquariums needed.

Make sure budget code used on REQ has at least \$205.00 available at time you submit REQ.

BSO and DO Purchasing will determine approved vendor and method of payment.

Thank you,

Brenda Haney

Business Services

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

□ 916.608.6635 | Maneyb@flc.losrios.edu

From: Hendricks, Theresa

Sent: Friday, January 09, 2015 1:05 PM

To: Haney, Brenda Cc: Santoro, Linda

Subject: FW: re best vendor

Any suggestions on this?

From: Hendricks, Theresa

Sent: Wednesday, January 07, 2015 12:05 PM

To: Haney, Brenda Cc: Santoro, Linda Subject: re best vendor

Hello -

I have shopped for 5 ½ gallon aquariums over the holidays - PetCo has them for \$13.99 ea in store pick up - but they do not take POs etc - the manager said check or VISA or cash.

Carolina Biological is \$20.69 ea free shipping - they cannot match or beat PetCo's price.

Other vendors are even higher.

I need 9 tanks.

I cannot use my own funds due to the dollar amount.

Please advise.

T Hendricks

Willing to Plup

855 East Bidwell St

Folson CA

916-984-6141

From: <u>Haney, Brenda</u>
To: <u>Hendricks, Theresa</u>

Cc: <u>Hartley, Gary; Santoro, Linda</u>

Subject: FOR YOUR ACTION_ PETCO IN STORE PURCHASE _ PO/CK#_FL00926 (REQ#_808906)

Date: Monday, February 09, 2015 3:18:15 PM

Attachments: FL00926 PETCO FOLSOM.pdf

Importance: High

Hi Tess –

The QTY 9 - 5.5 Gallon Aquariums requested were ordered and are now available for In Store Pick-Up at PET CO 855 E. Bidwell Folsom 916.984.6141 with Purchase Payment by FLC REVL Check.

Please follow steps below to complete this purchase:

- 1) Complete Merchandise Pick Up and Purchase by Thursday 2/12/15
- 2) Pick-Up PO/CK#_FL00926 from BSO Will Call on the day you plan to pick-up merchandise (will be filed under your name).
- 3) At PETCO Store: See Miranda or Conna <u>Order is on HOLD for Folsom Lake College/</u>
 <u>Theresa Hendricks</u> PETCO wants both FLC Photo ID and CDL to release order.
- 4) Complete Point of Sale Purchase for Order using PO/CK#_FL00926 Note: Check is for full order amount = \$135.98.
- 5) Obtain Original Receipt.
- 6) Attach to Original Receipt to CK Stub portion.
- 7) Return to CK Stub and Receipt to BSO by next Business Day.

Please let me know if you have any questions.

Best Regards,

Brenda Haney

Business Services

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

2 916.608.6635 |

haneyb@flc.losrios.edu