14/15 compl

LOS RIOS COMMUNITY COLLEGE DISTRICT
PURCHASE ORDER NO
CHANGE ORDER ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

0001080584

PLEASE SEE	REVERSE SIDE	FOR	TERMS AND	CONDITIONS.

Date	Revision	Page
03/19/2015	1 - 03/19/201	15 1
Payment Terms	Freight Terms	Ship Via
	ipping Point	Best Metho
Reference:		Location / Dept
808149 MILLER K	B GALLARZC	040PER113

Vendor: 0000035642 RUDOLPH BROTHERS & CO 6550 OLEY SPEAKS WAY CANAL WINCHESTER OH 43110

Ship To:

FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630-6798

**United States** 

(614) 833-0707 Fax: (800) 6009508

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

**United States** 

email: RBCSUPPORT@RUDBRO.COM

Tax Exempt? N Line-Sch	Use Tax Applicable: Y RCVR 2 166 Item/Description	86 95 4 Quantity UOM	20/13 PO Price	Extended Amt	Due Date
1- 1	CLXRD1116FG XRD-1116 RESIN PAIL 40#	1.00EA	468.57	468.57	03/31/2015
2- 1	CLXHD1117FG XHD-1117 HARDNER PAIL 20#	1.00EA	105.71	105.71	03/31/2015
3- 1	SHIPPING	1.00EA	181.26	181.26	03/31/2015

PRICES PER QUOTE #1094441

Sub Total Amount Sales Tax Amount Total PO Amount

755.54
0.00
755.54

GENFD

Prog FL.VA.CUST 65100 00000

**Amount** 755.54 **BYear** 

CR# 94-715670 \$801.49

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.
- 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. 808149 Page \_\_\_\_\_ of \_ DATE 3/5/15 P.O. NO. Vendor Code VENDOR RUDOLPH BROS, & CO. **DELIVERY INSTRUCTIONS** Approved by / Date ADDRESS 6550 OLEY SPEAKS WAY Reviewed by / Date CITY CANAL WINCHESTERSTATE OH ZIP 43110 Dispatched Method / Date PHONE 614) 833-0707 FAX Date Required DESCRIPTION ORDERED AMOUNT GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES UNIT PRICE TOTAL PRICE ITEM QUANTITY UNIT \*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION. CLXRDINGEG KRD-1116 RESINPAIL 40# 1 468,57 468,57 CLXHD1117 FG XHD-1117 HARDNER PAIL ZO# 2 aa. 105.71 3 4 ATTACHED 5 6 7 8 9 10 11 12 SUB TOTAL Purchases Charged to Categorical Programs, Grants or Special Projects SalesTax 45,94 This purchase is in compliance with the requirements of Program Name SHIPPING For grants/special projects Project/Grant Number Program Director/Coordinator Signature 801.48 Program Goal/Objective Number/Explanation I hereby certify the items/services listed above are to be obtained in accor-DENFO/4500/11/ FL VA CUST dance with District Regulation 8323, Section 4, Conflict of Interest, and all Account \* Fund other applicable district, state, and federal policies, rules, regulations and laws. Bus. Unit 65100 100000 /2015/041A REQUESTED BY: Proj/Grnt Sub-Class BY REQUESTED BY: Account \* Fund Bus. Unit **AUTHORIZED** DEAN OR AUTHORIZED SIGNATURE Sub-Class BY Program 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 will be housed. Location Code Dept. Instructions on Reverse Building Room No. GS #127 08/12

District Office: White

College Requesting: Yellow

Requestor: Pink

Area Dean: Goldenrod

# **QUOTATION**

RUDOLPH BROS. & CO. 6550 Oley Speaks Way Canal Winchester, OH 43110 USA 614-833-0707



Order Nun	nber
109444	1
Order Date	Page
3/4/2015 13:23:24	1 of 3

Quote Expires On 6/2/2015

## Bill To:

LOS RIOS COMMUNITY COLLEGE DISTRICT ACCOUNTS PAYABLE 1919 SPANOS COURT SACRAMENTO, CA 95825 USA 916-568-3057

## Ship To:

LOS RIOS COMMUNITY COLLEGE DISTRICT 10 COLLEGE PARKWAY FOLSOM, CA 95630 USA

Requested By: TRAVIS MILLER

Customer ID:

24736

		PO Number			Ship Route		Ta	ker	
RFQ-				DUMK					
	Quan	tities		Item ID		Price	0	Unit	Extended
Ordered	Allocated	Remaining UOM Un	it Size di	Item Descripti	Item Description		nit Size	Price	Price
		Delivery Ins	tructions:	R & L (PREPA	AY & ADD)				
1.0000	0.0000	1.0000 EA	1.0 tem Note:	**************************************	SIN PAIL 40# JRE LEAD TIME: 3 W *******	EA	1.0	468.570000	468.57
		I	tem Note:	SHELF: 12 MG	ONTHS FROM DOM				
1.0000	0.0000	1.0000 EA	1.0 tem Note:	MANUFACTU	G ARDENER PAIL 20# JRE LEAD TIME: 3 W ONTHS FROM DOM	EA	1.0	105.710000	105.71
		I	tem Note:	UN 2735 AMINES, LIC (PIPERAZIN CLASS 8: PG	******************** QUID, CORROSIVE, N E SOLUTION) II **********************************	.O.S.			
1.0000	0.0000	1.0000 EA	1.0	FRT FREIGHT CH	ARGE (FTS)	EA	1.0	181.260000	181.26
1.0000	0.0000	1.0000 EA	1.0		ECHNICAL ISSUES TACT: KEVIN BAKE	EA	1.0	0.000002	0.00
1.0000	0.0000	1.0000 EA	1.0	326 KRISTI DUM	EXT#326	EA	1.0	0.000002	0.00

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Order Nur	nber
109444	1
Order Date	Page
3/4/2015 13:23:24	2 of 3

Quote Expires On 6/2/2015

	Quantities				Item ID	Pricing UOM	Unit	Extended
Ordered	Allocated	Remaining	UOM Unit Size	.97	Item Description	Unit Size	Price	Price

THANK YOU FOR THE OPPORTUNITY TO SUBMIT THIS QUOTE FOR YOUR CONSIDERATION!

Total Lines: 5

SUB-TOTAL:

755.54

TAX:

0.00

AMOUNT DUE:

755.54

U.S. Dollars

### RBC TERMS AND CONDITIONS OF SALE

- 1. These terms and conditions of sale shall control on all sales, including all direct shipment sales arranged by or through Rudolph Bros. & Co. whether or not materials are delivered by or through Rudolph Bros. & Co.
- 2. On all orders placed for stock, out of stock and special order materials, where the delivery date is delayed due to a manufacturer shipping, or any other error, purchaser agrees to hold Rudolph Bros. & Co. harmless for any delay and agrees to make payment in full for said goods.
- 3. All goods delivered must be examined and inspected by the purchaser and/or his agent or representative upon receipt. For all materials examined and inspected upon receipt, any claim of shortage and/or damage must be made at time of delivery. When purchaser and/or his agent or representative can not examine and inspect materials upon receipt, any and all claims must be made within three (3) working days. Any claims made after the prescribed time period shall not be honored.
- 4. Stock materials may be returned, if unopened and in good condition, with purchaser's account credited subject to a minimum 20% handling fee. All returns are subject to Rudolph Bros. & Co. approval and must be marked with a

Return Material Authorization Number provided by Rudolph Bros. & Co. customer service department. Any material returned to Rudolph Bros. & Co. without a RMA number will be refused and returned to shipper. Any additional freight charges incurred is the responsibility of purchaser.

- 5. Purchaser acknowledges that any and all decisions as to the return of materials are made AT THE SOLE DISCRETION OF RUDOLPH BROS. & CO. AND MAY BE CHANGED OR REVOKED AT ANY TIME WITHOUT NOTICE.
- 6. Rudolph Bros. & Co. agrees only to replace or repair any and all materials shipped and/or received in a defective condition.
- 7. Purchaser agrees that his SOLE REMEDY available for any default arising out of a sale and/or use of any and all materials purchased shall be the return of said materials purchased for a full refund. Purchaser acknowledges that no suit will be brought against, or shall include Rudolph Bros. & Co. where either consequential or incidental damages are sought.
- 8. Any claim or controversy shall be settled either by binding arbitration or by any court of competent jurisdiction in Fairfield County, Ohio. On all disputed matters, purchaser agrees to pay Rudolph Bros. & Co.'s reasonable attorney fees, costs and disbursements.
- 9. Rudolph Bros. & Co. payment terms are Net within 30 days. Accounts with balances 40 days past due will be placed on credit hold. On all matters referred by Rudolph Bros. & Co. to its attorney for collection, purchaser agrees to pay 30% of the total price or the actual amount billed, whichever is greater, for attorney fees, plus costs and disbursements.

  10. PURCHASER AGREES THAT RUDOLPH BROS. & CO. SHALL NOT BE HELD RESPONSIBLE FOR ANY MANUFACTURER OR SHIPPING DEFECT. Purchaser further agrees to hold Rudolph Bros. & Co. harmless for any manufacturer or shipping defect and for any injury to person or otherwise due to said defects.
- 11. RBC original Certificates of Conformance/Analysis and those supplied by the manufacturer are considered originals and May not changed or altered in any way. RBC C/C/A and Mfg C/C/A supplied by RBC may not be reproduced in any way without written consent from RBC or the manufacturer.
- 12. Merchandise supplied by Rudolph Bros & Co. but not of their manufacture is warranted only to the extent of the guarantee given by the original manufacturer. Warranties set forth herein are in lieu of any and all other warranties expressed or implied including the warranties of merchantability and fitness for a particular purpose. The purchaser acknowledges that no other representations were made TO HIM or relied upon by him with respect to the quality and function of the goods herein sold. Any technical advice furnished by Rudolph Bros. & Co. or any representative of Rudolph Bros. & Co. concerning any use or application of any product sold by Rudolph Bros. & Co. is believed to be reliable but Rudolph Bros. & Co. makes no warranty expressed or implied, of results to be obtained. The purchaser assumes all responsibility for loss or damage resulting from the handling or use of any such product. NOTWITHSTANDING OF ANY TERMS WHICH MAY APPEAR ON PURCHASER'S PURCHASE ORDER, RUDOLPH BROS. & CO. 'S MERCHANDISE AND SERVICES ARE SOLD ONLY UPON THESE STANDARD TERMS AND CONDITIONS. IN THE EVENT OF A CONFLICT BETWEEN A WRITTEN PROVISION OF A RUDOLPH BROS. & CO. QUOTATION AND A PROVISION OF THESE STANDARD TERMS AND CONDITIONS, THE QUOTATION SHALL APPLY.

  13. TITLE FOR ALL GOODS AND/OR MATERIALS REMAINS WITH RUDOLPH BROS. & CO. UNTIL PAID FOR IN FULL BY THE PURCHASER. Should purchaser take action under Title II of the United States Code, or take any other action to avoid making payment in full, purchaser agrees to promptly return any materials, still within shelf life as specified by the manufacturer, not paid for in full. Purchaser agrees to keep the materials fully insured until paid for in full.
- 14. The RISK OF LOSS of any goods and/or materials shall pass to the purchaser F.O.B. CANAL WINCHESTER, OH.
- 15. Purchaser agrees to save and hold harmless Rudolph Bros. & Co. for any delay in delivery of materials due to inclement weather, or for any other reason.
- 16. Purchaser agrees that any account 30 days past due shall be charged at 1 1/2% per month interest on the unpaid balance (18% per annum).
- 17. PURCHASER ACKNOWLEDGES THAT HE HAS READ AND AGREES TO ALL OF THE ABOVE TERMS AND CONDITIONS OF SALE AND THAT WITH REGARD TO ANY DISCREPANCY BETWEEN THESE TERMS AND THE TERMS OF SALE FOUND ON ANY OTHER COMPANY DOCUMENTS, THESE TERMS SHALL

NOTE: RBC standard Terms and Conditions apply. Prices subject to change without prior notice per manufacturer increase. Additional charges apply for all expedited/air shipments and may be required for UPS/FedEx collect or third party shipments. Please contact our customer service department for additional information.

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Order Nur	nber
109444	1
Order Date	Page
3/4/2015 13:23:24	3 of 3

Quote Expires On 6/2/2015

Quantities				Item ID	Pricing UOM	W. b.	45.54
Ordered	Allocated	Remaining UOM	M Unit Size	Item Description	Unit Size	Unit Price	Extended Price

CONTROL AND SHALL BE DEEMED TO BE INCORPORATED BY REFERENCE AND BECOME PART OF ALL INVOICES ISSUED TO PURCHASER.