# 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.

Vendor: 0000016504 JOHN DEERE COMPANY 2000 JOHN DEERE CARY NC 27513

email:

## PURCHASE ORDER NO

0003016065

Date	Revision	Page
01/28/2015		1
Payment Terms	Freight Terms	Ship Via
	ipping Point	Best Metho
Reference:		Location / Dept
808821 HARRELLI	K PANKOWSK	04PE PE/H/A

 Ship To:
 LRCCD FACILITIES MANAGEMENT

 3753 BRADVIEW DRIVE
 SACRAMENTO CA 95827

 United States
 1919 Spanos Court

1919 Spanos Court Sacramento CA 95825-3981 United States

Tax Exempt? N	Item/Description	Quantity U	OM PO Price	Extended Amt	Due Date
	Renivoesuipuon	Guarnity U	UNI FUFICE	LALENGEU ANIL	Due Dale
1-1	JOHNDEERE GATOR TX - CALIFORNIA MODEL	1.00 E	A 6,887.16	6,887.16	02/09/2015
2- 1	CAYMAN TURF TIRES 1001	1.00 S	ET 115.08	115.08	02/09/2015
3-1	ADJUSTABLE SEAT 2001	1.00 E	A 72.24	72.24	02/09/2015
4- 1	DRAWBAR 1.25 IN BM23989	1.00 E	A 30.57	230.57	02/09/2015
5-1	SALES TAX 8.0%	1.00 E	A 568.96	568.96	02/09/2015
6-1	TIRE FEE	1.00 E	A 7.00	7.00	02/09/2015

PO SENT TO:

VALLEY TRUCK AND TRACTOR CO. 10490 E STOCKTON BLVD STE 400 CONTACT: ANTHONY BERTOLDI EMAIL: ABERTOLDI@VTTCO.NET

PRICE OF VEHICLE PER QUOTE ID 10341326, DATED 09/23/2014 AND NATIONAL PURCHASING PARTNERS (NPP) UTILITY VEHICLES CONTRACT

#### NPP MEMBER # 243694

\*\*PLEASE CONTACT DAVID FINK, TRANSPORTATION SUPERVISOR @ (916) 856-3407 FOR CONTRACT AND DELIVERY COORDINATION

Sub Total Amount Sales Tax Amount Total PO Amount

7,681.01
0.00
7,681.01

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

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

**PURCHASE ORDER NO** 

Revision

Date

0003016065

Page

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

01/28/2015 Payment Terms Freight Terms Ship Via Best Metho NET 30 Shipping Point **Reference:** Location / Dept 808821 HARRELLK PANKOWSK 04PE PE/H/A Vendor: 0000016504 JOHN DEERE COMPANY LRCCD FACILITIES MANAGEMENT Ship To: 2000 JOHN DEERE 3753 BRADVIEW DRIVE CARY NC 27513 SACRAMENTO CA 95827 United States email: Bill To: 1919 Spanos Court Sacramento CA 95825-3981 United States Tax Exempt? N Line-Sch Item/Description **Quantity UOM PO Price Due Date** Extended Amt

			•					
BU	Acct	Fd	Orq	Prog	Sub	Proi	Amount	BYear
COPFD	6490	41	FL.VI.PROJ	08700	00201	051E	7,681.01	2015
	0				00202	0010	1,001.01	10,10

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

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## 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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Page_	DATE 12-2-2014 SIENDOD	I DEERE COMPA		10000		1886
165	2000 JOHN DEERE				LIVERY INST	RUCTIONS
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	ELK GROVE C	A 95 624		Division		Date Required
ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT, NO	D. & SIZES	QUANTIT		UNIT PRICE	AMOUNT TOTAL PRICE
	*Use additional paper if necessary and please reference requ DO NOT USE A SECOND REQUISITION.		QUANTI			
1	JOHN DEERE GATOR TX - CALIFORNIA	MODEL	1	EA	6887.16	6887.16
2	CAYMAN TURF TIRES		1	SET	115.08	
3	TIRE FEE		1	EA	7.00	7.00*
4	ADJUSTABLE SEAT		1	EA	72.24	72.24
5	DELUXE CARGO BOX WITH PAINT & REF	LECTORS				INCL
6	LES POWER LIFT, FRONT PROTECTION PKG, REAS PR					
7	DRAWBAR, 1.25 IN (38MM), BM2		1	EA	30.57	30.57
8	FREIGHT & DELIVERY ESTIM				300.00	
9	DELIVER TO: LRCCD FACILITIES MANA	GEMENT				
10	3753 BRADVIEW DRIVE			_		
11	SACRAMENTO, CA 95827	-				
12	**PLEASE CONTACT DAVID FINK, TRANSPORTATION	SUPERVISOR				
13	@(916)856-3407 FOR CONTRACT AND DELIVERY C	OORDINATION	2			
	ases Charged to Categorical Programs, Grants or Special Project urchase is in compliance with the requirements of	Program Name	, Se	rvice	SalesTax	592.40
	Director/Coordinator Signature Goal/Objective Number/Explanation	ts Project/G	Grant Number		Total	\$ 8,004.45
	by certify the items/services listed above shall be obtained in Jance with District Policy, Conflict of Interest Code, P-8611, and all	COPFD /649	0 /4	1 /FL.	VA.PRC	J
other a aws.	applicable district, state and federal policies, rules, regulations and	Bus. Unit Accour 08700 /002	nt *Fund 01 /20	org 015/051	E s	
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3	ORIZED: DEAN OR AUTHORIZED SIGNATURE DATE	complete the area	below indi	cating the fina	al assigned loc	0, 6490, 6491, 6493, 649 ation of equipment.
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Page 1 of					Dis	linot	
	1	Requisiti	on		Re	eq. No. 8	808821
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	ged to Categorical Programs, Grants				1	SalesTax	604.52
his purchase is	n compliance with the requirements of	Prog	ram Name				\$
rogram Director/Coor		rants/special projects	Project/Gr	ant Number		Total	7716.57
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hereby certify th	e items/services listed above are to be		ETY LU	an111	IIF	-1	
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Quote Id: 10341326

VALLEY TRUCK AND TRACTOR CO. - ELK GROVE, CA 10490 E Stockton Blvd Ste400 ELK GROVE, CA 95624 Phone: 916-714-2600 E-Mail: general@vttco.net

Confidential



## ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989

#### ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: Valley Truck And Tractor Co. 10490 E Stockton Blvd Ste400 Elk Grove, CA 95624 916-714-2600 general@vttco.net

Quote Summary Equipment Total

Sales Tax - (8.00%)

**Down Payment** 

**Rental Applied** 

**Balance Due** 

Trade In SubTotal

Total

## **Quote Summary**

Prepared For: Los Rios Cc Folsom CA					E Sto Elk Pho	Delivering Dealer: k And Tractor Co. Anthony Bertoldi ockton Blvd Ste400 Grove, CA 95624 one: 916-714-2600 abertoldi@vttco.net
			Cre Mod		n: 2: n: 2:	10341326 3 September 2014 3 September 2014 30 October 2014
Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE Gator TX - California Model	\$ 8,465.39	\$ 7,112.05	х	1	=	\$ 7,112.05
Contract: National Purchasing Partne Price Effective Date: September 23,		es				
Equipment Total						\$ 7,112.05

\* Includes Fees and Non-contract items

\$ 7,112.05

\$ 7,112.05

\$ 568.40 \$ 7,680.45

(0.00)

(0.00)

\$ 7,680.45



Quote Id: 10341326

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989

## ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: Valley Truck And Tractor Co. 10490 E Stockton Blvd Ste400 Elk Grove, CA 95624 916-714-2600 general@vttco.net

# Prepared For: Los Rios Cc Folsom



Proposal For: Los Rios Cc Folsom

Delivering Dealer: Anthony Bertoldi

Valley Truck And Tractor Co. 10490 E Stockton Blvd Ste400 Elk Grove, CA 95624 Quote Prepared By: Anthony Bertoldi abertoldi@vttco.net

general@vttco.net

Offer Expires: 30 October 2014



# **Selling Equipment**

Quote ld: 10341326	<b>Customer Name:</b>
--------------------	-----------------------

## ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989

## ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Valley Truck And Tractor Co. 10490 E Stockton Blvd Ste400 Elk Grove, CA 95624 916-714-2600 general@vttco.net

Contract:	National Purchasing Par	tners	(NPP) Utili	itv		Sugg	ested List *
Jonnaor.	Vehicles	linoite	, () o	.,			8,465.39
Price Eff	ective Date: September	23.2	2014				Iling Price *
nee En		,					7,112.05
		* Pric	ce per item	- includes Fe	ees and No		
Code		Qty		Discount%	Discount Amount	Contract Price	Extended Contract Price
560HM	Gator TX - California Model	1	\$ 8,199.00	16.00	\$ 1,311.84	\$ 6,887.16	\$ 6,887.16
		Stan	dard Option	s - Per Unit			
1001	Cayman Turf Tires	1	\$ 137.00	16.00	\$ 21.92	\$ 115.08	\$ 115.08
2001	Adjustable Seat	1	\$ 86.00	16.00	\$ 13.76	\$ 72.24	\$ 72.24
3000	Deluxe Cargo Box with Pain & Reflectors	t 1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4010	Less Power Lift	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Less Front Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
5110	Less Rear Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 223.00		\$ 35.68	\$ 187.32	\$ 187.32
	Dealer Att	tachr	nents/Non-C	ontract/Open	n Market		
BM23989	Drawbar, 1.25 In. (38mm)	1	\$ 36.39	16.00	\$ 5.82	\$ 30.57	\$ 30.57
	Dealer Attachments Total		\$ 36.39		\$ 5.82	\$ 30.57	\$ 30.57
	Suggested Price						\$ 7,105.05
			Fees				
	CA Tire Fee	1	7.00			7.00	7.00
	Equipment Fees Total		\$ 7.00			\$ 7.00	\$ 7.00
Total Selli	ng Price		\$ 8,465.39		\$ 1,353.34	\$ 7,112.05	\$ 7,112.05

# **<u>Privacy and Data Policy Overview</u>** <u>VALLEY TRUCK AND TRACTOR COMPANY</u>

Effective Date: June 15, 2014

This is only a summary of our Privacy and Data Policy. For more information you can review a complete version of our Privacy and Data Policy located on our website at <u>www.valleytruckandtractor.com</u> or by requesting a copy at our Administrative and Training Center Located at 1003 Stabler Lane in Yuba City or by calling us at (530) 673-4615

This Privacy and Data Policy Overview provides a description of the privacy and data use practices of Valley Truck and Tractor Company ("**us**", "**we**" or "**our**") in connection with our receipt, collection and use of data and information from you as our customer, visitor, or user, as applicable. The policy may be changed or updated from time to time. If there is any conflict between this Overview and our full Privacy and Data Policy, the terms of our full Privacy and Data Policy will control.

## **Collection of Data:**

4.14

The types of information we collect and share depend on the products or services you purchase, license or access from us or third parties through which you have authorized us to receive information (such as through John Deere's JD Link<sup>TM</sup> Telematics system or Trimble's "Connected Farm" system). We generally receive, collect, use and share both <u>Customer Data</u> (including social security numbers, names, addresses, phone numbers, and other personal information) and <u>Machine Data</u> (information related to the performance, use, and location of equipment or computers with various information collection devices) as described in this Policy (collectively "**Data**"). You agree to notify all personnel that use any tracked equipment that their use and location is remotely monitored. If you need to update or change any information which you previously provided to us then you may contact us at privacy@vttco.net.

## **Protection of Data:**

We strive to protect your Data using commercially reasonable standards. We use a variety of commercially reasonable security technologies to help protect your Data from unauthorized access, use, or disclosure. However, the use of such standards and security technologies is not, and should not be considered to be, any type of guarantee or warranty by us that your Data will not be accessed by third parties.

# Sharing and Use of Data:

We use your Data to provide products, services and information to you. Some of the services are designed to allow faster communications and responsiveness between you and us to ensure that we provide services to you as efficiently as possible. We may also review equipment diagnostic information remotely to diagnose and recommend equipment maintenance and repairs. We share your information with certain third parties in order to better serve you or upon your request or approval. These third parties may include equipment suppliers, financing institutions or other third party service providers who assist us in providing the products and services you request or their respective subsidiaries or affiliates. We also may share your information with our marketing, technical, accounting, legal or other professionals to assist us in our business operations. If you purchase products for personal, family, or household use through financing that is provided by us or facilitated by us, you may request that we not share your personal information derived from that transaction with unaffiliated third parties by returning the opt-out form at the bottom of our Privacy and Data Use Policy.

If you have any additional questions, please contact us at privacy@vttco.net