



LOS RIOS COMMUNITY COLLEGE DISTRICT

1919 Spanos Court • Sacramento, CA 95825-3981

P.O. No. F 3053

11/25 -  
N2798

ORDER PLACED 11/18

Date 11/18/14

LIMITED PURCHASE ORDER

(Not to Exceed \$200.00) BUSINESS SERVICES

VENDOR NAME AND ADDRESS: <b>P R A X A I R I N C</b> 3100 POWER INN RD Sacramento, CA 95816 452-1234	DELIVERY INSTRUCTIONS: (Check one) <input checked="" type="checkbox"/> Deliver to Address Below <input type="checkbox"/> Will Call <b>FLC/ EL DORADO CENTER</b> 6699 Campus Drive Placerville 95667 EDC - C106 Area 7 VAPA
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ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	ORDERED			UNIT PRICE	TOTAL
		QUANTITY	UNIT	STOCK NO.		
1	Purchase order for					
2	acetylene size B Tanks	2	<del>2EA</del>			118.26
3	Swap/exchange tanks					
4	dates 7-1-14 through 6-30-15					
5						
6	Authorization signers:					
7	David Williams, Heike Schmid,					
8	Renee Russo					
9						
10						

2014 NOV 21 P 1:26  
BUSINESS SERVICES

Purchases Charged to Categorical Programs, Grants or Special Projects  
This purchased is in compliance with the requirements of:

Program Name: LOTTO

For grants/special projects: 700P

Program Director/Coord. Signature: *[Signature]* Project/Grant Number: \_\_\_\_\_

SUB-TOTAL

SALES TAX

**TOTAL**  
(Not to Exceed \$200.00) **118.26**

**VENDOR:** Reference P.O. number on all invoices and packing slips. Total invoice may not exceed \$200.00 including tax and shipping costs. Mail invoices in duplicate to: Los Rios Community College District, Accounting Department, 1919 Spanos Court, Sacramento, CA 95825.

I/WE 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.

Heike Schmid 11/18/14

REQUESTED BY: *[Signature]* TYPED/PRINT DATE 11/18/14

REQUESTED BY: *[Signature]* SIGNATURE DATE 11-19-14

APPROVED: *[Signature]* DEAN OR OTHER AUTHORIZED-SIGNATURE DATE 11/26/14

APPROVED: *[Signature]* VICE PRESIDENT, ADMINISTRATION DATE

Received by \_\_\_\_\_ Date \_\_\_\_\_

Bus. Unit Account Fund Org **GENFD 4300 / R / FL.VI. ARO7**

Program Sub-Class BY Proj/Grnt Amount **0020 / 00000 / 2015 700P \$ 118.26**

Bus. Unit Account Fund Org

Program Sub-Class BY Proj/Grnt Amount

## 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.
8. **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.
18. **NOTICE:** Your employees may 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 may 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:** [Haney, Brenda](#)  
**To:** [Russo, Renee](#)  
**Cc:** [Williams, David](#)  
**Subject:** RE: QUOTE & DELIVERY INFO REQUIRED\_ PRAXAIR LPO\_F3053  
**Date:** Wednesday, November 26, 2014 7:59:33 AM  
**Attachments:** [F3053\\_PRAXAIR\\_AREA 7.pdf](#)

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Renee –

No Praxair LPO F3053 was not paid – you just submitted it on 11/21 and the following are pending:

We requested quote and/or pricing breakdown the same day, which BSO has not yet received.

- *Excerpt from below:* If quote is Verbal – you can simply email the breakdown - QTY, Unit Price, Delivery Charge, Sales Tax etc. In the future – fill in the LPO with all of this information or attach a written quote.
- As you had this scheduled for delivery to EDC on Monday 11/24 – please confirm delivery was made and email me a copy of the delivery receipt.

Thank you,

*Brenda Haney*

Business Services

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

☎ 916.608.6635 | ✉ [haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)

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**From:** Russo, Renee  
**Sent:** Tuesday, November 25, 2014 4:42 PM  
**To:** Haney, Brenda  
**Subject:** RE: QUOTE & DELIVERY INFO REQUIRED\_ PRAXAIR LPO\_F3053

**This has been paid, correct?** I cannot seem to get answers but I will keep digging.

**Renee Russo**  
**608-6529**

*"If you try and take a cat apart to see how it works  
The first thing you have on your hands is a non-working  
Cat."*

*~ Douglas Adams*

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**From:** Haney, Brenda  
**Sent:** Friday, November 21, 2014 4:36 PM  
**To:** Russo, Renee  
**Cc:** Schmid, Heike; Williams, David  
**Subject:** RE: QUOTE & DELIVERY INFO REQUIRED\_ PRAXAIR LPO\_F3053

That all sounds good.

Hope you have a nice weekend!

Thank you,

*Brenda Haney*

Business Services

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

☎ 916.608.6635 | ✉ [haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)

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**From:** Russo, Renee

**Sent:** Friday, November 21, 2014 4:25 PM

**To:** Haney, Brenda

**Subject:** RE: QUOTE & DELIVERY INFO REQUIRED\_ PRAXAIR LPO\_F3053

Thank you. I will call Praxair for the breakdown on Monday and forward to you as I don't remember the charges, just the total. I did call Adrienne with the delivery date before I sent over the LPO.

**Renee Russo**

**608-6529**

*"If you try and take a cat apart to see how it works*

*The first thing you have on your hands is a non-working*

*Cat."*

*~ Douglas Adams*

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**From:** Haney, Brenda

**Sent:** Friday, November 21, 2014 4:17 PM

**To:** Russo, Renee; Schmid, Heike

**Cc:** Williams, David

**Subject:** RE: QUOTE & DELIVERY INFO REQUIRED\_ PRAXAIR LPO\_F3053

Hi Renee -

Standard Procedure calls for all LPOs to be signed by Administrator (VPA or VPI ) prior ordering and/or delivery. BSO then submits LPO to vendor via email to place the order – this assures individual orders are billed to correct PO and not to our MA POs assigned to other Area/Depts.

- In addition - when BSO places LPO orders – we then notify both Requesting Area and Campus Receiving Dept. – as they must to be notified on all compressed gas deliveries.
- This is the Standard Operating Procedure for LPOs and Praxair Gas deliveries.
- BSO can usually obtain a quick turnaround for a signed LPO (same or next day) - you can indicate what preferred delivery date you want on the LPO and we can request that when LPO is Email to Praxair.

Please see additional comments below – in answer to your questions.

Thank you,

*Brenda Haney*

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

☎ 916.608.6635 | ✉ [haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)

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**From:** Russo, Renee

**Sent:** Friday, November 21, 2014 3:32 PM

**To:** Haney, Brenda; Schmid, Heike

**Cc:** Williams, David

**Subject:** RE: QUOTE & DELIVERY INFO REQUIRED\_ PRAXAIR LPO\_F3053

Hi Brenda,

I placed this order, as I did for the previous one here at FLC and I honestly do not recall ever submitting a quote to you. And I don't recall VP signing before I ordered the tanks. So, confusion alert.

[Haney, Brenda] As we can no longer use Blanket POs with Praxair – all orders must be on an individual LPO and pre-approved, so SOP described above applies.

- If an order and/or delivery precede a Signed PO – It is treated as an Unauthorized Purchase.
- Your previous LPO order fell into this category and resulted in delays in payment to vendor because the billed to the wrong PO#.

Perhaps I should have held onto the LPO until delivery which they generally provide a receipt?

[Haney, Brenda] Holding onto the LPO or placing an Order without an Authorized Signed PO – is considered an Unauthorized purchase.

The price was given to me via phone, and so far this has never varied when delivered, but if I need to resubmit with a delivery receipt please let me know.

[Haney, Brenda] If quote is Verbal – you can simply email the breakdown - QTY, Unit Price, Delivery Charge, Sales Tax etc. In the future – fill in the LPO with all of this information or attach a written quote.

She gave me a delivery date of 11/24. Did you return the LPO?

[Haney, Brenda] As the delivery is in the future this should be ok – I expect to have a signed LPO by Monday (it was submitted to VPA today).

Renee Russo

608-6529

*"If you try and take a cat apart to see how it works*

*The first thing you have on your hands is a non-working  
Cat.”*

*~ Douglas Adams*

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**From:** Haney, Brenda

**Sent:** Friday, November 21, 2014 1:32 PM

**To:** Russo, Renee; Schmid, Heike

**Cc:** Williams, David

**Subject:** QUOTE & DELIVERY INFO REQUIRED\_ PRAXAIR LPO\_F3053

Heike / Renee –

Please provide a copy of quote (or order receipt) for Praxair LPO F3053 and confirm scheduled delivery date.

Please Note: Orders are not to be placed with Praxair until LPO is signed off by VPA.

Best Regards,

*Brenda Haney*

Business Services

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

☎ 916.608.6635 |

✉ [haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)

**From:** [Haney, Brenda](#)  
**To:** [Russo, Renee](#); [Schmid, Heike](#)  
**Cc:** [Williams, David](#)  
**Subject:** QUOTE & DELIVERY INFO REQUIRED\_ PRAXAIR LPO\_F3053  
**Date:** Friday, November 21, 2014 1:32:09 PM  
**Attachments:** [F3053\\_PRAXAIR\\_AREA 7.pdf](#)

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Heike / Renee –

Please provide a copy of quote (or order receipt) for Praxair LPO F3053 and confirm scheduled delivery date.

Please Note: Orders are not to be placed with Praxair until LPO is signed off by VPA.

Best Regards,

*Brenda Haney*

Business Services

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

 916.608.6635 |

 [haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)