

PURCHASE ORDER NO. CBF16045

10 College Parkway
Folsom, CA 95630

PO Date: Nov 23, 2015 Date Required: Dec 5, 2015

Ordered By: Richard Gregory Requisition #: 38568

VENDOR: EAST BAY TEAM SALES
11150 1st Avenue
Wausaw WI 54402
Email: jmannion@eastbay.com

SHIP TO: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM, CA 95630

BILL TO: FOLSOM LAKE COLLEGE
ATTN: BUSINESS SERVICES
10 COLLEGE PARKWAY
FOLSOM, CA 95630

PH: 925-787-4278 FAX:

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
	Baseball Uniforms & cleats per attached quote dated 11/9/15	1.00	LOT	\$14,251.500	\$14,251.50
	393 items in total				

INSTRUCTIONS:

EMAIL INVOICE TO:
Brenda Haney 916.608.6635
haneyb@flc.losrios.edu

State Tax %

Sub Total

State Tax

Shipping

Total PO Amount

All shipments, invoices, and correspondence must be identified with our Purchase Order Number
Direct all deliveries and delivery documents to the SHIP TO address.
Direct all correspondence and invoices to the BILL TO address.
NO PAYMENT will be made without an invoice.

Payment Terms: NET 30

AUTHORIZED SIGNATURE AND DATE

Kathleen Kurler 11/23/15

*Confirmed - original not needed
PO emailed 11/23/15*

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.

FOLSOM LAKE COLLEGE
EL DORADO CENTER | RANCHO CORDOVA CENTER

CHECK ONE

- ASG(71,72)
- College Act. Trust(81)
- Foundation(83)
- IR(13,14)
- Harris Ctr(55)

CAMPUS-BASED REQUISITION

DATE 11/12
 VENDOR East Bay Team Sales REQ. # CBF 38568
 ADDRESS 11150. 1st Avenue PO REQUIRED(circle one) YES NO
 CITY Wausau, WI 54402 P.O. # CBF 16045
 STATE WI ZIP 54402 DATE REQUIRED ~~11/15/15~~ 12/5/15
 (925) 787-4278 Sales Rep: Jim Mannion

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	440700 Nike Legend 4s	55	1	17	935
2	440700 Nike Legend 4s	55	1	20	1100
3	21040070 Nike Team KD Hoody	55	1	33	1815
4	15061000 Nike 4s Hot Jacket	39	1	42.40	1653.60
5	15061000 Nike 4s Hot Jacket 15061060	6	1	42.40	254.40
6	24391475 Monster Peak Skate	35	1	24.90	871.50
7	4329801 Fender Mad Max Rattle	40	1	31.40	1256
8	4040120 New Balance 4040 (late)	48	1	64.50	3096
9	4040820 New Balance 4040 Trut	60	1	54.50	3270
10	Freight	1	1	390	390

Check Distribution

Call Student, Hold for pick up # _____
 Call _____, Hold for pick up # _____
 Forward to _____
 Inter-Campus mail to _____
 USPS mail
 Other _____

Sub-Total	14,251.50
Sales Tax	1,140.12
Freight	390
TOTAL	15,781.62

Baseball Fundraising BANFL 1 9530 1 81 FL.VA.BSOF 1 00000153020 400F \$

Account Name	Bus Unit	Account	Fund	Department	Program	Class	Project	Amount
_____	_____	_____	_____	_____	_____	_____	_____	\$ _____

\$ 15,781.62

AUTHORIZED Jeanne Plews 11/16/15
 Club Officer/Requestor
 APPROVED Kim Harrell 11/16/15
 Faculty Advisor/Administrator

Business Services Use Only
 Budget Checked mp Vendor ID _____
 Voucher # _____ Date _____
 Warrant # _____ Date _____

CUSTOMER QUOTE



Customer Number NEW	Customer Name Folsom Lake College		Bill To: Jim Mannion			Ship To: Folsom Lake College		
Payment Method Purchase Order	Ship Method UPS Ground		Attention: Richard Gregory			Attention: Richard Gregory		
Sales Rep Name/SID Jim Mannion/8242		Purchase Order #	Address: 10 College Pkwy			Address: 10 College Pkwy		
Sales Rep Phone 925-787-4278	Order Date 11/9/2015	In-Hand Date	City Folsom	State Ca	Zip 95630	City Folsom	State Ca	Zip 95630
Sales Rep Email jmannon@eastbay.com		CONTACT NAME Richard Gregory	CONTACT PHONE			CONTACT EMAIL		

	Product Details					DECORATION	ITEM	9	9.5	10	10.5	11	11.5	12	12.5	13	13.5	14	15	16	TOTAL	LINE
	Eastbay Sku	Vendor Sku	Vendor	Description	Color	PRICE	PRICE	NS	YS	YM	YL	YXL	XS	S	M	L	XL	2XL	3XL	4XL	QTY	TOTAL
1	4407010		Nike	Nike Legend Short-Sleeve (2-C Logo)	Black		\$17.00				1				5	31	13	3	2		55	\$935.00
2	4408010		Nike	Nike Legend Long-Sleeve (2-C Logo)	Black		\$20.00				1				5	31	13	3	2		55	\$1,100.00
3	21940020		Nike	Nike Team KO Hoody (2-C Logo)	Black		\$33.00				1				5	28	17	3	1		55	\$1,815.00
4	15061010		Nike	Nike Short-Sleeve Hot Jacket (EMB Logo)	Black		\$42.40								1	22	15	1			39	\$1,653.60
5	15061060		Nike	Nike Short-Sleeve Hot Jacket (EMB Logo)	ANTH		\$42.40								1	1	1	2	1		6	\$254.40
6	24391475		Nike	Monster Mesh Shorts (EMB Logo)	Black		\$24.90				1			1	5	18	7	3			35	\$871.50
7	4829001		Nike	Brasilia Medium Duffel (EMB Logo)	Black		\$31.40	40													40	\$1,256.00
8																						
9	4040120		New Balance	New Balance 4040 Cleat	Black		\$64.50	3	4	1	9	6	8	9	1	4			2	1	48	\$3,096.00
10	4040820		New Balance	New Balance 4040 Turf	Black		\$54.50	3	5	4	9	9	8	10	2	6			3	1	60	\$3,270.00
11																						
12																						
13																						
14																						
15																						
16																						
17																						
18																						
19																						
20																						
21																						
22																						
23																						
24																						
25							\$14,680.50															

This is a quotation of goods and is subject to change regarding inventory availability and timely payment.
 If this is the first order your company is placing with Eastbay, please be prepared to fill out a Customer Profile and provide proof of Tax Exemption.

Subtotal	\$14,251.50
Freight	\$390.00
Tax	\$1,140.12
Grand Total	\$15,781.62



LOS RIOS
 COMMUNITY COLLEGE DISTRICT
 1919 Spanos Court ■ Sacramento, CA 95825
 PURCHASING DEPARTMENT (916) 568-3071
 Fax (916) 568-3145 ■ lrccdpurchase@losrios.edu


VENDOR APPLICATION

Return signed completed form to Purchasing via fax or email.

NAME: _____

NAME OF FIRM <i>Eastbay, Inc</i>		FEDERAL ID# OR SOCIAL SECURITY # <i>39-1422174 1</i>																
MAILING ADDRESS <i>111 South 1st Avenue Wausau, WI 54401</i>		REMIT ADDRESS <i>Dep 978835, P. O Box 8835 Carol Stream, IL 60197-8835</i>																
PHONE <i>715-370-0415</i>	FAX <i>715-261-9547</i>	EMAIL <i>avaldivia@eastbay.com</i>																
WEBSITE <i>www.eastbay.com</i>		ORGANIZATION CLASSIFICATION (Check all that apply)																
AUTHORIZED COMPANY REPRESENTATIVES <table border="1"> <thead> <tr> <th>Name</th> <th>Title/Capacity</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td><i>Jim Mannion</i></td> <td><i>Field Sales</i></td> <td><i>Jim.mannion@eastbay.com</i></td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Name	Title/Capacity	Email	<i>Jim Mannion</i>	<i>Field Sales</i>	<i>Jim.mannion@eastbay.com</i>										<input type="checkbox"/> Individual MBE <input type="checkbox"/> Partnership WBE <input type="checkbox"/> Non Profit DVBE <input checked="" type="checkbox"/> Corporation (List State Incorporated) Contractor's License # _____	
		Name	Title/Capacity	Email														
		<i>Jim Mannion</i>	<i>Field Sales</i>	<i>Jim.mannion@eastbay.com</i>														

PROVIDE LIST OF COMMODITIES, EQUIPMENT, SUPPLIES and/or SERVICES AVAILABLE TO THE DISTRICT		
<i>Athletic apparel</i>		
<i>Athletic Equipment</i>		

VENDOR CERTIFICATION	OTHER BUSINESS INFORMATION		
I certify that all statements contained herein are correct, understand that this information will be used as a basis for evaluating my request to receive bid invitations for purchases, understand that being placed on the qualified vendor bid list does not in any way represent an endorsement of my firm by Los Rios nor does it relieve my firm of providing bonds and insurances as required. I further agree to disclose any known or potential conflicts of interest relating to my business and Los Rios, understand the requirements for fulfilling and invoicing orders, further certify this firm is an equal opportunity employer. _____ INITIALS	Payment Terms <i>30</i>	Discounts Extended <i>N/A</i>	
	Refund/Returns 	Accts Rec - Manager	11-10-15
	SIGNATURE	TITLE	DATE

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Eastbay Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) PO BOX 8066		Requester's name and address (optional)
	6 City, state, and ZIP code Wausau, WI 54402		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
OR	
Employer identification number	
3 9 - 1 4 2 2 1 7 4	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *D. J.* Date ▶ 1/15/15

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.