



FLO BUSINESS SERVICES
LIMITED PURCHASE ORDER

(Not to Exceed \$200.00)

VENDOR NAME AND ADDRESS:

Praxair Distribution Inc.
3100 Power Inn Road
Sacramento, CA 95826

DELIVERY INSTRUCTIONS: Deliver to Address Below
(Check one) Will Call

Folsom Lake College
10 College Parkway - FL2-155
Folsom, CA 95630

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	ORDERED			UNIT PRICE	TOTAL
		QUANTITY	UNIT	STOCK NO.		
1	1 item #ACB C CL Acetylene B tanks	2	1		\$24.95	\$49.90
2	COC CYL EX maintenance & insp fee					\$4.00
3	energy & fuel charge					\$24.12
4	Hazardous material charge					\$9.98
5	order delivery charge					\$22.00
6	other tax					\$0.55
7						
8						
9						
10						

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

Program Name _____
For grants/special projects _____
Program Director/Coord. Signature _____ Project/Grant Number _____
Program Goal/Objective Number/Explanation _____

SUB-TOTAL

\$110.55

SALES TAX

\$8.25

TOTAL

(Not to Exceed \$200.00)

\$118.80

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.

Kurt M. Nielsen
Received by

9/1/15
Date

REQUESTED BY: *Manisa Sayago* TYPED/PRINT DATE: *8/25/15*

GENFD / 4500 / 11 / FL VI AROT
Bus. Unit Account Fund Org

REQUESTED BY: *[Signature]* SIGNATURE DATE: *8-25-15*

10020 / 00000 / 2016 / 041A \$118.80
Program Sub-Class BY Proj/Gmt Amount

APPROVED: *[Signature]* DEAN OR OTHER AUTHORIZED SIGNATURE DATE: *8-4-15*

Bus. Unit Account Fund Org

APPROVED: _____ VICE PRESIDENT, ADMINISTRATION DATE _____

Program Sub-Class BY Proj/Gmt \$ 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.

ORIGINAL DELIVERY TICKET 3

Praxair Distribution Inc.
 3100 Power Inn Rd.
 Sacramento, CA 95826
 Billing Inquiries: 1-800-229-4449

CUSTOMER#: NZ798 ORDER#: 3238958900
 CUSTOMER P.O.#: F-1848 Invalid PO# Unauthorized at Date on Delivery
 FOLSOM LAKE COLLEGE *MS*
 RECEIVING DEPT - 916-608-6994
 10 COLLEGE PARKWAY
 FOLSOM CA 956820000

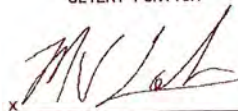
ITEM#	UOM	DESCRIPTION	MTs/RT	UNIT PRICE	EXTENDED
AC B	C CL	ACETYLENE B	2	24.9500	49.90
		2	2		
DEFAULT VOLUME: 40.00 CUSTOMER-OWNED CYLINDER UN NUMBER: UN1001					
ACETYLENE, DISSOLVED, 2.1					

TOTAL CYLINDERS SHIPPED 2.00 MTs RTN'd 2.00

ORDER SUBTOTAL	49.90
COC CYL EX MAINT & INSP FEE	4.00
ENERGY AND FUEL CHARGE	24.12
HAZARDOUS MATERIAL CHARGE	9.98
ORDER DELIVERY CHARGE	22.00
State Tax	8.25
Other Tax	0.55

BALANCE DUE: CHARGE 118.80

CLIENT PORTION 118.80

x 

DELIVERED BY: Raymundo Valenzuela Jr

x **NCSA**
 RECEIVED BY: NCSA

CUSTOMER DELIVERY REQUIREMENT\14-JAN-2014 02:03 PM - ARIASR *****
 PLEASE READ IMPORTANT MESSAGE DO NOT USE THIS ACCOUNT FOR OTHER LOCATIONS ONLY O
 NLY FOR CHEMISTRY DEPARTMENT MESSAGE FROM THE CUSTOMER.

Emergency Response Telephone Phone
 Call Chemtrec 1-800-424-9300
 Canada: ERP 2-8021 and 1-800-363-0042

This is to certify that the above named materials are properly classified described and are in proper condition for transportation according to the applicable regulations of the Department of Transportation

For Shipments of Highly Toxic, Toxic, and Pyrophoric Gas Cylinders The driver verifies that the



September 18, 2015

Request for Payment for Unauthorized Purchase

F2490 – Praxair – Letter of Explanation for Unauthorized Purchase

Invoice Date: September 1, 2015

To Whom It May Concern:

In preparation for the Fall 2015, I understanding that supplies from Praxair were not needed for ART 383 class until the Spring 2016 semester. However, I learned on August 25, 2015 that the ART 383 class had their first class meeting on Saturday, August 22, 2015.

Due to my workload this semester with three divisions with 160+ faculty, I called Praxair on September 1, 2015 and ordered the tanks since the need was immediate for the ART 383 students creating this an unauthorized purchase.

I understand the correct process for submitting these requisitions in a timely manner but due to my workload, I did the best to my ability in a timely manner and this situation will hopefully not happen again.

Sincerely,



Ruth C Nielsen

Administrative Assistant

Dean of Instruction and

Dean of Visual and Performing Arts

Art Dept.



RECONSTITUTED INVOICE

DATE	ACCT. NO.	INVOICE NUMBER
09/02/15	NZ798	53656412

E22

PRAXAIR DISTRIBUTION INC
 3100 POWER INN ROAD
 SACRAMENTO CA 95826
 (916) 452-1261

**PLEASE MAKE CHECKS PAYABLE TO
 AND MAIL TO** →

203-PRAXAIR DISTRIBUTION INC
 DEPT LA 21511
 PASADENA CA 91185-1511
 (800) 229-4449

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 LOS RIOS COMM COLL DIST *MS*
 1919 SPANOS COURT
 SACRAMENTO CA 95825

S
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 O
 FOLSOM LAKE COLLEGE *MS*
 RECEIVING DEPT - 916-608-6994
 10 COLLEGE PARKWAY
 FOLSOM CA 95682

32389589-00

CUSTOMER ORDER NUMBER		LOC	SLS #	TERR #	SHIP VIA	TERMS	PAGE			
F1849 F2490		203	206	190	OUR TRUCK	SAL NET 30	1			
SHIPPING ORDER		STOCK NUMBER	QTY SHIP'D	QTY B/O	CYLINDER		DESCRIPTION	UOM	UNIT PRICE	AMOUNT
NUMBER	DATE				SHIP'D	RET'D				
		** LOCATION: 203	**							
32389589	08/27	AC B	2	0			ACETYLENE B	CL	24.95	49.90
		CUSTOMER OWNED			2	2	MSDS: P-4559 VOL: 80			
32389589	08/27	ZZZHM	1	0			HAZARDOUS MATERIAL CHARGE	EA	9.98	9.98
32389589	08/27	MSCFC	1	0			ENERGY AND FUEL CHARGE	EA	24.12	24.12
		** LOCATION: STD	**							
32389589	08/27	CYMAINT	2	0			COC CYL EX MAINT & INSP	FEA	2.00000	4.00
									Subtotal	88.00
			TOTAL	CYLINDERS	SHIPPED:	2	RETURNED:	2		
								Del Charge		22.00
								Tax		8.80
This copy of your original invoice was generated through Express Praxair.com and it is not an exact copy of the original invoice. The format of this invoice may not match the original invoice, but the content is the same. Please contact the Praxair Company that serves you with any questions.				TAXABLE AMOUNT		AMOUNT THIS INVOICE INCLUDING TAX				
				110.00				118.80		

Pay your bills by credit card!
 Call 1-800-266-4369 to start.