# LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001089967

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.

Supplier: 0000038286 CLAY-KING.COM 125 BEN ABI RD

Phone:

Fax:

email:

SPARTANBURG SC 29307-5400

(888) 838-3625 (864) 579-1756

Date	Revision	Page
11/16/203	16	1
Payment T	erms Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:		Location / Dept
1008737 Cl	ARKS SHEWMAKERN	04CYPH159 VAPA
Ship To:	FOLSOM LAKE COLLE	GE
•	RECEIVING	
	10 COLLEGE PARKW	λΥ
	FOLSOM CA 95630-67	98
	United States	

Bill To: 1919 Spanos Court Sacramento CA 95825-3981 United States

Tax Exempt? N	Use Tax Applicable: Y				
Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	PARAGON XPRESSS E9A KILN W WINDOW	1.00EA	688.88	688.88	11/30/2016
2-1	WINDOW FOR KILN	1.00EA	60.00	60.00	11/30/2016

PER QUOTE#40497

Sub Total Amount	748.88
Sales Tax Amount	0.00
Total PO Amount	748.88

0.00
748.88

<u>BU</u>	Acct	<u>Fd</u>	Org	Prog	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	6490	12	FL.VI.IEQP	10020	00000	548F	748.88	2017

0001008737KIRKLINK09-NOV-2016

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 |14

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 <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.

## Requisition

	Supplier: Ship To:	***** CA 95825 United States email: RECEIVING 10 COLLEGE PARKWAY	Req ID 00010 Requi Clay- Reque Shann Reque	08737 sition Name King.com ster on Clark ster Signature		OPEN Page 1
		FOLSOM CA 95630-6798	Buyer Appro		s Shewmaker 13-OCT-	2016
	Line-Schd	Description	Quantity			ktended Amt Due Date
	1-1	PARAGON XPRESSS E9A KILN W WINDOW	1		588.88	688.88
		EPT: VAPA LOCATION: 04CYPH159 CATEGORY			PROFILE: EQP:/	
	AGGET D		. /		nor iee. e.gr .,	
	2-1	WINDOW FOR KILN	1	EA	60.00	60.00
	ASSET D	EPT: VAPA LOCATION: 04CYPH159 CATEGORY	: ART	1 8	PROFILE: EQP:/	ART
		Tot	tal Requi	sition Amount:	-	748.88
1	No Shipping No Tax Per Vendor Clay-King.cc 125 Ben Abi Spartanburg	870  We Tay  57.7	1 8,7	-9 7	EC/BSD	)
			<u>ount</u> 3.88			
		Purchases Charged to Catagorical Programs, Grants	or Spe	cial Project		
	This pure	chase is in compliance with the requirement of	1 1	SIC		
	For gran	ts/special projects	74	8P		
		no De l				
	Name:	/ Man	-			
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Approval Signatur	e	Approval Signature	Approval Signature
1 Ray	hl		
- film			

From:	Kirklin, Kathleen
To:	Williams, Melissa; Williams, David
Cc:	Pactol, Monica; Haney, Brenda
Subject:	Paragon Xpress E-9A Kiln w/window
Date:	Tuesday, November 08, 2016 8:57:52 AM

Good morning,

Before I approve the purchase of the Paragon Express E-9A Kiln W/window from Clay-King.com..... http://www.clay-king.com/kilns/paragon\_kilns/paragon\_e9a\_kiln.htm , please confirm electrical specifications are already in place. This link provides specification information on the kiln. **Related Downloads** Paragon Xpress E9A Glass Kiln Manual (2.8 MB - PDF) <u>download</u> http://www.bigceramicstore.com/paragon-xpress-e9a-kiln.html

Also, please specify where this kiln will be set up. Specifications say the kiln should be kept away from other combustible materials and position on a level, fire-proof surface. Manufacturer recommends a metal table. Kiln also gets hot enough to cause burns and can damage electrical cord if it comes in contact with kiln case.

Kathleen

Kathleen Kirklin | Vice President, Administration Folsom Lake College | 10 College Parkway | Folsom, CA 95630

**p.** 916.608.6733 or 6555 | **f.** 916.608.6584 | <u>kathleen.kirklin@flc.losrios.edu</u> | <u>www.flc.losrios.edu</u>



Clay-King.com, Inc. 125 Ben Abi Rd. Spartanburg, SC 29307-5400

Date	Quote #		
10/10/2016	40497		

Quote

Name / Address	
Folsom Lake College	
Marisa Sayago	
916-608-6556	

			Rep	Project	
			ELC		
Qty		Description	Cost	Total	
1 1	Window	ss E9A with Window sale, exempt from sales tax	688.88 60.00 0.00%	688.88 60.00 0.00	
			8% CA Use TAX	59.91	
			Total	808.79	
				1	
			Total	\$748.88	
Phone #	Fax #	E-mail	Web Site		
54-579-17	864-579-17	erin@clay-king.com	www.clay-king.com		

American River College 🕿 Cosumnes River College 🛎 Folsom Lake College 🕷 Sacramento City College

COMM 1919 Span PURCHASI Fax (916)56	LOS RIC UNITY COLLEGE NOS COURT - Sacrament NG DEPARTMENT (916 58-3145 - Irccdpurchase(	DISTRICT o, CA 95825 5) 568-3071	1	irn signed comp	leted form to Purcl	ICATION hasing via fax or email. y-King.com
NAME OF FIRM			FEDERAL I	D# OR SOCIA	L SECURITY #	
Clau-Ki	M. Com					
MAILING ADDRESS	WI WIVI		PENALT AD	DRESS (if diff	/	
125 Ben Abi R	<i>ж</i>		NEWL AD		erentj	
Spartanburg SC	29307	-				
PHONE - 888 - 338	-3625 FAX 86	1-529-	1756	EMAIL	nto @clo	zy-King.com
WEBSITE ANALANA	clau Vine 1			OR	GANIZATION/F	REGISTRATION
	<u>Clay-King-C</u>	on			(Check all the	
AUTHORIZE	D COMPANY REPRESE	NTATIVES		l	ndividual	Contractor License#
Name	Title/Capacity	Em	ail	ι P	artnership	
ERIN Coumer	Sales	enner	layting		Ion Profit	DIR Registration#
				ls business re	egistered in the	State Incorporated) State of California? Yes No
PROVIDE LIST OF	COMMODITIES, EQUI	IPMENT, SUP	PLIES and/	or SERVICES	AVAILABLE TO	THE DISTRICT
Ceramic S	upplies	BN	she	5		
art Sup	plies	Bla	.ze			
Kitwis, equi	ament	Boo	KS	2		
Clary		Apr	ons,	etc	-	
VENDOR CERTI	FICATION		ОТ	HER BUSINES	S INFORMATIO	)N
I certify that all statements cont understand that this information v evaluating my request to receive bi understand that being placed on the not in any way represent an endorse	will be used as a basis for d invitations for purchases. I qualified vendor bid list does	Payment	Terms NET		Discounts Ext	
nor does it relieve my firm of provic required. I further agree to disclo conflicts of interest relating to my	ting bonds and insurances as se any known or potential y business and Los Ríos. I	Refund/R				
understand the requirements for ful further certify this firm is an ec INITIALS	filling and invoicing orders 1	e4	20		Sales	10-11-110
		SI	GNATURE		TITLE	DATE

LOS RIOS PURCHASING ONLY:

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www.losrios.edu/purchasing

	CLAY KING COM INC		
Print or type Specific Instructions on page 2.	2 Business name/disregarded entity name, if different from above		
	WWW.CLAY-KING.COM		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:	Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners	hip) 🕨	Exempt payee code (if any)
	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the tax classification of the single-member owner.		Exemption from FATCA reporting code (if any)
	Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)
ific I	5 Address (number, street, and apt. or suite no.)	Requester's name a	and address (optional)
bec	125 BEN ABI ROAD		
	6 City, state, and ZIP code		
See	SPARTANBURG SC 29307-5400		
	7 List account number(s) here (optional)		
Pa	rt I Taxpayer Identification Number (TIN)		
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	oid Social sec	curity number
backı reside	up withholding. For individuals, this is generally your social security number (SSN). However, for ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> t	or a	
	n page 3.	or	
Note.	. If the account is in more than one name, see the instructions for line 1 and the chart on page	4 for Employer	identification number
guide	lines on whose number to enter.	5 7	1076593

#### Part II Certification

Under penalties of perjury, I certify that:

- 1. 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
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. 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 ►	Chris Williams	Date ► 8-1-2015	
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#### **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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. 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

4. 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.

Page 1 of 2

Shopping Cart

Comp Quote 2

Continue Shopping (/)

### Your Cart

	ITEM DESCRIPTION	EACH	QTY	TOTAL		
	Paragon Xpress E9A Digital Brick Kiln - View Port - Standard (ProductDetails.asp? ProductCode=KLN% 2D602&CartID=1)	\$740.40	1	\$740.40	¥ (ShoppingCart.asp? remove=1)	
Click 🗶 to remove	an item from your cart Empty My Enti	re Cart (Shopping	Cart.asp?Clear(	Cart=Y)		
		an and a second	Recalculate			
	Apply					
			Tax:	\$0.00		
			Total:	\$740.40	)	
					kacaad Ta Chaskaut	
					roceed To Checkout	

TIP!

Review your cart before you go to the checkout. Are the quantities correct? Did you forget anything? Adding to or changing items in your cart is easy. If you have placed your order and require any changes, please contact customer service at 888.478.5060.

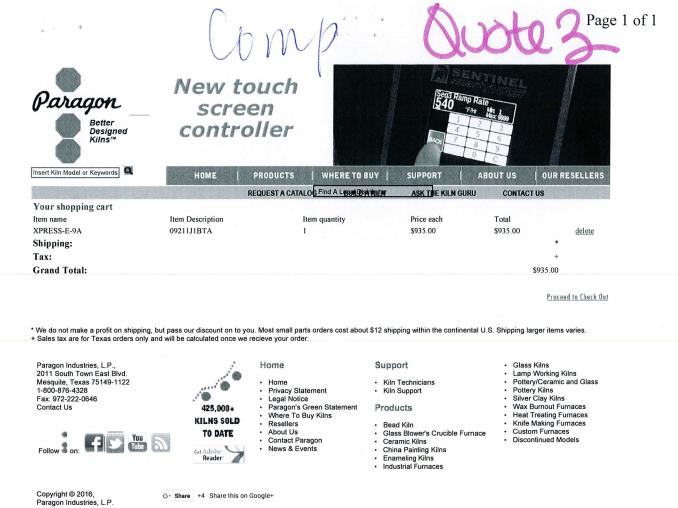
**Contact Us** 

10/19/2016

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"Custom and standard Kilns and Industrial Furnaces for ceramics, pottery, heat treating, enameling, dentistry, laboratory, and glass fusing. Better Designed Kilns from Paragon Industries!"

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