

# LOS RIOS COMMUNITY COLLEGE DISTRICT

**PURCHASE ORDER NO 0001090272**

**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.*

Date	Revision	Page
12/14/2016		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
807142 ADKINS POGUE KALDANIJ	02LIB309	

**Supplier:** 000002619  
 HW WILSON COMPANY INC  
 GREY HOUSE PUBLISHING  
 PO BOX 56  
 AMENIA NY 12501-0056

**Phone:** (800) 562-2139  
**Fax:** (518) 789-0556

**email:**

**Ship To:** COSUMNES RIVER COLLEGE  
 RECEIVING  
 8401 CENTER PARKWAY  
 SACRAMENTO CA 95823  
 United States

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

**Tax Exempt?** N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	REFERENCE SHELF (2017 SUBSCRIPTION)	1.00 CHG	909.50	909.50	12/05/2016

PREPAY

CUSTOMER ACCT# CCA707

DISTRICT WIDE JOINT EBOOK PURCHASE

Sub Total Amount	909.50
Sales Tax Amount	0.00
Total PO Amount	909.50

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	6303	11	SC.VI.LRNC	61200	00000	041A	272.85	2017
GENFD	6303	12	AR.VI.LIBR	61200	00000	548E	363.80	2017
GENFD	6303	12	CR.VS.LRCT	61200	00000	700P	172.80	2017
GENFD	6303	12	FL.VI.LIBR	61200	00000	700P	100.05	2017

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>

**FAXED**  
 DEC 16 2016  
 BY: \_\_\_\_\_

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**

*A. S. [Signature]* 12/14/16

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

### 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.

# Los Rios Community College District

## Requisition

Page 1 of 1

Req. No.	807142
P.O. NO.	

Vendor Code	DATE <u>11/21/16</u>
Approved by / Date	VENDOR <u>H.W. Wilson/Grey House Publishing</u>
Reviewed by / Date	ADDRESS <u>P.O. Box 56</u>
Dispatched Method / Date	CITY <u>Amenia</u> STATE <u>NY</u> ZIP <u>12501-0056</u>
	PHONE <u>800-562-2139</u> x <u>131</u> FAX <u> </u>

DELIVERY INSTRUCTIONS	
02LIB309 <small>Location Code</small>	
CRC	Library
<small>College/District Location</small>	<small>Department</small>
<small>Division</small>	<small>Date Required</small>

ITEM	DESCRIPTION <small>GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. &amp; SIZES</small>	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	Payment for invoice (341968) for district-wide				
2	joint ebook purchase.				
3	This is done with approval from Andi Adkins Pogue* (CRC)				
4	Stacia Thiessen*(FLC), Kevin Flash*(SCC), and				
5	Deborah Ondricka*(ARC) *Authorized Signers				
6	NOTE: THERE IS NOT SALES TAX ON EBOOKS _ SEE ATTACHED BOE PUB 109				
7					
8	CRC-GENFD 6300 12 CR.VS.LRCT 61200 00000 2017	700P			172.80
9	SCC-GENFD 6300 11 SC.VI.LRNC 61200 00000 2017	041A			272.85
10	ARC-GENFD 6300 12 A R.VI.LIBR 61200 00000 2017	548E			363.80
11	FLC-GENFD 6300 12 FL.VI.LIBR 61200 00000 2017	700P			100.05
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects		Sales Tax	none ( see attached
This purchase is in compliance with the requirements of <u>Lottery</u>		<b>Total</b>	909.50
For grants/special projects <u>700P, 041A, 548E</u>			
Program Director/Coordinator Signature	Project/Grant Number		
Program Goal/Objective Number/Explanation			

I 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.

Andi Adkins Pogue 11/21/16

REQUESTED BY: Andi Adkins Pogue TYPED/PRINT SIGNATURE DATE 11/21/16

REQUESTED BY:   SIGNATURE DATE 11/21/16

AUTHORIZED: DEAN OR AUTHORIZED SIGNATURE DATE  

APPROVED: VICE PRESIDENT, ADMINISTRATION DATE  

See/accounts listed above

Bus. Unit	Account	* Fund	Org	
/	/	/	/	\$
Program	Sub-Class	BY	Proj/Grnt	Amount
/	/	/	/	
Bus. Unit	Account	* Fund	Org	
/	/	/	/	\$
Program	Sub-Class	BY	Proj/Grnt	Amount
/	/	/	/	

\* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code \_\_\_\_\_ Dept. \_\_\_\_\_

Building \_\_\_\_\_ Room No. \_\_\_\_\_

Instructions on Reverse



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PLEASE REMIT TO:

INVOICE NO. 341968

GREY HOUSE PUBLISHING  
PO Box 56  
Amenia, NY 12501-0056  
(800) 562-2139 x131  
Tax ID #13-3044945

CUSTOMER SERVICE  
(800) 562-2139 X143  
or  
csr@hwwilsoninprint.com

DATE: 11-1-2016

INVOICE TO:

Los Rios Comm Coll Dist  
1919 Spanos Court  
Attn: Accounts Payable  
Sacramento CA 95825-3981

SHIP TO:

Los Rios Comm Coll Dist  
Andi Adkins  
Consumnes River College  
8401 Central Parkway  
Sacramento CA 95823

CUSTOMER ACCOUNT NO.	SALESMAN	CUSTOMER ORDER NO.	TERMS	SHIP DATE
CCA707	S-10		30 DAYS	0-0-0

QUANTITY	DESCRIPTION & ISBN	UNIT COST	EXTENSION
4	Reference Shelf (2017 Subscription)	345.00	897.00

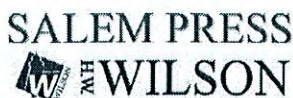
Less Discount:	.00
Shipping & Handling:	12.50
Sales Tax:	.00
Invoice Total:	909.50
Amount Received:	.00
<b>TOTAL DUE:</b>	<b>909.50</b>

Please return a copy with your remittance.

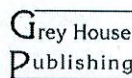
**THANK YOU FOR YOUR ORDER!**

Please note our new Remittance Address:

Grey House Publishing Tax ID# 13-3044945  
PO Box 56, Amenia NY 12501-0056  
Please call (800) 562-2139 x131 or email cthomson@greyhouse.com if you have any questions.  
You can download a copy of our W9 at [www.greyhouse.com/hwwW9.pdf](http://www.greyhouse.com/hwwW9.pdf)



H.W. Wilson & Salem Press  
2 University Plaza, Suite 310, Hackensack, NJ 07601  
(201) 968-0500 FAX: (201) 968-0511  
csr@hwwilsoninprint.com www.hwwilsoninprint.com



Grey House Publishing  
4919 Route 22, PO Box 56, Amenia, NY 12501-0056  
(800) 562-2139 FAX: (518) 789-0556  
www.greyhouse.com books@greyhouse.com

**Adkins Pogue, Andi**

FLC

**From:** Thiessen, Stacia S.  
**Sent:** Monday, November 14, 2016 12:32 PM  
**To:** Adkins Pogue, Andi  
**Cc:** Telles, James; Brinkley, Amy; George, Tanya  
**Subject:** HW Wilson - joint purchase

Hi Andi,

Please use the following Budget string for FLC's portion of the HW Wilson purchase:

**GENFD 6300 12 FL.VI.LIBR 61200 00000 2017 700P - \$100.05**

- HW Wilson – Reference Shelf (909.50)
    - ARC – \$ 363.80
    - CRC – 172.80
    - **FLC – 100.05**
    - SCC – 272.85
- \$ 909.50

Thank you,  
Stacia

*Stacia S. Thiessen*  
Tech Services / Reference Librarian  
Folsom Lake College  
10 College Parkway  
Folsom, CA 95630  
[Stacia.Thiessen@flc.losrios.edu](mailto:Stacia.Thiessen@flc.losrios.edu)  
916.608.6557

SCC

**Adkins Pogue, Andi**

---

**From:** Flash, Kevin  
**Sent:** Wednesday, November 16, 2016 3:34 PM  
**To:** Adkins Pogue, Andi  
**Cc:** Chenu-Campbell, Catherine; Cross, Dolores; Robinson, Mary Ann  
**Subject:** FW: Invoices for payment approval  
**Attachments:** DDA invoice.pdf; HW Wilson Reference Shelf Invoice.pdf

Andi,

The attached are approved for funding for SCC's portion with the account strings below.

Kevin Flash

---

**From:** Chenu-Campbell, Catherine  
**Sent:** Wednesday, November 16, 2016 12:02 PM  
**To:** Flash, Kevin <FlashK@scc.losrios.edu>  
**Cc:** Cross, Dolores <CrossD@scc.losrios.edu>; Robinson, Mary Ann <RobinsM@scc.losrios.edu>  
**Subject:** FW: Invoices for payment approval

Hi Kevin –

Would you send this back along to Andi Adkins-Pogue at CRC with your approval?  
Thanks!

Please use account GENFD 6300 11 SC.VI.LRNC 61200 00000 2017 041A from Sacramento City College in the amount of \$6000.00 for our portion of the eBook purchase through Proquest.

Please use account GENFD 6300 11 SC.VI.LRNC 61200 00000 2017 041A from Sacramento City College in the amount of \$272.85 for our portion of the eBook purchases through HW Wilson.

---

**From:** Robinson, Mary Ann  
**Sent:** Thursday, November 10, 2016 4:33 PM  
**To:** Chenu-Campbell, Catherine  
**Subject:** FW: Invoices for payment approval

Hmmm, I'm sure we talked about where SCC's contribution would come from. I'm assuming it's the program plan.. Could you please insert the budget string in this message to Kevin and I'll sent it to him for signature.

Thank you!  
Mary Ann

Please use account GENFD 6300 11 SC.VI.LRNC 61200 00000 2017 041A from Sacramento City College in the amount of \$6000.00 for our portion of the eBook purchase through Proquest.

Please use account GENFD 6300 11 SC.VI.LRNC 61200 00000 2017 041A from Sacramento City College in the amount of \$272.85 for our portion of the eBook purchases through HW Wilson.

---

**From:** Adkins Pogue, Andi  
**Sent:** Thursday, November 10, 2016 3:51 PM

**Adkins Pogue, Andi**

ARC

**From:** Ondricka, Deborah  
**Sent:** Monday, November 14, 2016 10:38 AM  
**To:** Adkins Pogue, Andi; Squire, Martha  
**Cc:** Montgomery, Tammy; Thomas, Carissa  
**Subject:** FW: Invoices for payment approval -- ProQuest & HW Wilson  
**Attachments:** DDA invoice.pdf; HW Wilson Reference Shelf Invoice.pdf

Hi Andi,

Please use account GENFD 6300 12 AR.VI.LIBR 61200 00000 2017 548E from American River College in the amount of \$8000.00 for our portion of the eBook purchase through Proquest.

Please use account GENFD 6300 12 AR.VI.LIBR 61200 00000 2017 548E from American River College in the amount of \$363.80 for our portion of the eBook purchases through HW Wilson.

Thank you,

Deb

Deborah Ondricka  
Technical & Access Services Librarian  
American River College  
4700 College Oak Drive  
Sacramento, CA 95841  
916.484.8644

---

**From:** Squire, Martha  
**Sent:** Monday, November 14, 2016 9:30 AM  
**To:** Ondricka, Deborah <ondricd@arc.losrios.edu>  
**Subject:** FW: Invoices for payment approval

Hello Deb,

Could you please send an authorization signature and budget string to Andi for the two attached invoices?

Please let me know if there are any questions.

Thanks in advance!

Martee

Martha "Martée" Squire  
Public Services Librarian  
American River College  
(916) 484-8855  
[www.arc.losrios.edu/library](http://www.arc.losrios.edu/library)

prepaid MTS account is a separate account from a seller's permit for the sales of tangible personal property.

For more information about this program, please read our guide *Prepaid Mobile Telephony Services (MTS) Surcharge* ([http://www.boe.ca.gov/industry/prepaid\\_mts\\_surcharge.html](http://www.boe.ca.gov/industry/prepaid_mts_surcharge.html)).

*Note: This publication summarizes the law and applicable regulations in effect when the publication was written, as noted above. However, changes in the law or in regulations may have occurred since that time. If there is a conflict between the text in this publication and the law, decisions will be based on the law and not on this publication.*

## **Some Internet sales are not taxable**

### **Common exempt transactions**

~~Some of your Internet sales—including sales for resale, sales of cold food products, and sales delivered outside of California—may not be subject to California sales or use tax. Common exemptions are described in publication 73 ([boe.ca.gov/pdf/pub73.pdf](http://boe.ca.gov/pdf/pub73.pdf)), *Your California Seller's Permit*. More detailed information is found in publication 61 ([boe.ca.gov/pdf/pub61.pdf](http://boe.ca.gov/pdf/pub61.pdf)), *Sales and Use Taxes: Exemptions and Exclusions*.~~

### **Products electronically transmitted to customers**

Your sale of electronic data products such as software, data, digital books (eBooks), mobile applications, and digital images is generally not taxable when you transmit the data to your customer over the Internet or by modem. However, if as part of the sale you provide your customer with a printed copy of the electronically transferred information or a backup data copy on a physical storage medium such as a CD-ROM, your entire sale is usually taxable.

An eBook is an *electronic* version of a traditional print book that can be read by using a tablet computer or by using an eBook reader. Users can purchase an eBook on diskette or CD, but the most popular method of getting an eBook is to purchase a downloadable file of the eBook without purchasing any physical storage medium. A mobile application, also known as a "mobile app", is computer software designed for use on a smartphone or tablet computer.