LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001090842

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 - 01/25/2017 01/24/2017 **Payment Terms Freight Terms** Ship Via Shipping Point Best Metho NET 30 Reference: Location / Dept 1009017 SIWABESSYG SHEWMAKERN4EDCB STUSVC

Supplier: 0000038126 MORTY'S LLC 7103 KENTFIELD DR **CAMERON PARK CA 95682**

Phone:

(916) 806-9424

email:

Ship To:

EL DORADO CENTER

RECEIVING

6699 CAMPUS DRIVE PLACERVILLE CA 95667

United States

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

United States

Tax Exempt? N

Quantity UOM PO Price **Extended Amt Due Date** Item/Description Line-Sch 01/24/2017 1- 1 CATERING; TACO BAR 1.00EA 500.00 500.00

FOR BRIDGE DAY EVENT AT EL DORADO CENTER

6699 CAMPUS DR. PLACERVILLE ON

01/20/2017

PER CATERING CONTRACT

INCLUDES SERVICES FOR 100 PERSONS AT

\$5.00/EA AND ON SITE SET-UP

PER MORTY'S CATERING CONTRACT

Sub Total Amount Sales Tax Amount Total PO Amount

500.00 0.00 500.00

<u>BU</u> GENED

<u>Acct</u> <u>Fd</u> 5200 12

FL.VS.SSSP

63000 00000

<u>Proj</u>

<u>Amount</u> 500.00 <u>BYear</u> 2017

0001009017HARMANJ19-JAN-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

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**

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.
- ROB 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 <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

Total Requisition Amount:

<u>Amount</u> 500.00

Supplier:	MORTY'S LLC 000	0038126	Busir	ness Uni	t: GENF	D (OPEN	
	7103 KENTFIELD DR CAMERON PARK CA 95682 United States		Requi	009017 sition	Date 01/18, Name: SIWABESSY	/2017	Page 1	
	Phone: (916) 806-9424 email:		Requester Bldg# Genevieve I.D. Siwabessy STUSVC					
Ship To:	RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630-6798			Requester Signature Buyer: Nicholas Shewmaker Approved: Entered By: I.D.G 18-JAN-2017				
Line-Schd	Description		Quantity	UOM	Price	Exte	nded Amt Due Date	
1-1	CATERING; TACO BAR FOR BRIDGE DAY EVENT AT EL DORADO CENTER 6699 CAMPUS DR. PACERVILLE ON 01/20/2017 PER CATERING CONTRACT INCLUDES SERVICES FOR 100 PERSONS \$5.00/EA AND ON SITE SET-UP	SAT	1	EA	500.00		500.00	

TAX= 0.00, TAX PERCENTAGE=0.00, and TOTAL=500.00

<u>Org</u> <u>Prog</u> <u>Sub</u> FL.VS.SSSP 63000 00000

BU GENFD

Acct Fd 5200 12

purchase is in compliance with the requirement of
grants/special projects 5550 N

Proj 597N

Approval Signature	Approval Signature	Approval Signature
	Mhan Da	

Catering Contract

Effective Date January 20, 2017 Client Folsom Lake College – El Dorado Center Located at 6699 Campus Drive Placerville, CA 95667 **Phone Number** (530)642-5644 Morty's LLC The Caterer 7103 Kentfield Drive Located at Cameron Park, CA 95682 Phone Number (916)806-9426 Catering Services for the following date(s) and time(s): January 20, 2017 : AM / PM - : AM / PM

The Client hereby agrees that the Caterer will provide the following catering services:

Catering Event will take place on: January 20, 2017

Location of catered event:

Address: 6699 Campus Drive

City: Placerville State: CA Zip: 95667

Number of people at the catered event: 100

All prices that are quoted in this Catering Contract and the amount of food that will be prepared are for 100 number of people.

The Caterer hereby reserves the right to make small adjustments to the menu if certain ingredients are not available due to reasons that are beyond the Caterer's control.

The Client shall pay the Caterer \$5.00 per person.

The Caterer will not be held liable for any loss that results from not fulfilling any terms or conditions of this Catering Contract. If the Caterer is prevented or delayed from fulfilling in part or whole this Catering Contract due to war, riot, strike, and flood or by any other act or condition that is not within the Caterers control and which could not be prevented the Caterer will not be held liable.

If the catered event is cancelled by the Client then the Caterer will receive 30% of the total estimated charges for the cancelled event.

The Caterer will maintain a general liability insurance policy during the term of this Catering Contract and the Client agrees to hold the Caterer harmless for any damage, theft or loss of the Caterer's equipment, plates and utensils including any motor vehicles that may occur at the catered event by anyone attending the event.

If either party brings a suit or other action against the other to enforce this Catering Contract or seek for damages with respect to the default of above listed obligations. The party that is ruled in favor shall be due the recovery of all costs and reasonable attorney fees.

Applicable Law

This contract shall be governed by the laws of the State of California in El Dorado County and any applicable Federal Law.

Go to www.AtYourBusiness.com for more free business forms

Cinneture of The Client	Date
Signature of The Client	
	Date
Signature of The Caterer	

Go to www.AtYourBusiness.com for more free business forms



About Us Contact Us Maps Student Log-In Select a Quick Link

Community

Academics

Student Services

Search FLC

Stories

Harris Center

New Students Current Students Student Life Home Home > Student Services > Student Life > Clubs > Bridge Day at EDC Associated Students of Folsom Lake Collège Student Ambassadors Clubs > Bridge Day at EDC Sign Up! Club Resources Club RSVP FLC Tours





Friday, January 20, 2017

9:00am-2:00pm @ EDC

Bridge Day at El Dorado Center is designed to help students navigate the services available on campus, connect with a peer mentor, meet professors and staff outside of the classroom environment, and meet local career professionals.

Games, prizes, gifts, connections, and a free lunch await

Apply Now

Register

Class Schedules

Fees & Payment

eServices

D2L (eLearning)

Canvas (eLearning)

Los Rios Gmail

Bookstore



Promise Progra

Applications for FLC/Rancho Cordova College Promise pro opens Feb. 1

Calendar

Jan. 25 COMM Lab Ribbon Cutting

On Course: Self-

Responsibility

Jan. 25 Hot Cocoa Bar

more events >

From: <u>Haney, Brenda</u>
To: <u>Gorrell, Raelean</u>

Subject: E- INVOICE_PO0001090842 / MORTY"S LLC / FOR FOLSOM LAKE COLLEGE

Date: Thursday, March 16, 2017 9:02:30 AM **Attachments:** Invoice 1010 2017-01-20 (1).pdf

Hi Rae -

Can you pay this in today's check run.

E- INVOICE_PO0001090842 / MORTY'S LLC / FOR FOLSOM LAKE COLLEGE – RCVR has been processed.

Thank you,

Brenda Haney

Business Services

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

☎ 916.608.6635 |
☒ haneyb@flc.losrios.edu

From: Evelyn Witter [mailto:evwitter@sbcglobal.net]

Sent: Wednesday, March 15, 2017 5:38 PM **To:** Haney, Brenda haneyb@flc.losrios.edu>

Subject: Re: REQUEST FOR INVOICE_PO0001090842 / MORTY'S LLC / FOR FOLSOM LAKE COLLEGE

Invoice as requested.

On Thursday, February 16, 2017 12:34 PM, "Haney, Brenda" < haneyb@flc.losrios.edu> wrote:

Hello Evelyn and Craig

Attached PO_0001090842 has been received in full. Can you please email an invoice, so that we can scheduled payment to close this purchase order.

Best Regards,

Brenda Haney

Business Services

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

2 916.608.6635 |

INVOICE

Morty's LLC 7103 Kentfield Dr Cameron Park, California 95682 United States

BILL TO

Folsom Lake College - El Dorado Center 6699 Campus Dr

Placerville, California 95667

United States

(530) 642-5644

Invoice Number: 1010

P.O./S.O. Number: 0001090842

Invoice Date: January 20, 2017

Payment Due: January 20, 2017

Amount Due (USD): \$500.00

Products	Quantity	Price	Amount
Taco Bar Bridge Day Event	1	\$500.00	\$500.00

Total: \$500.00

Amount Due (USD): \$500.00