



LOS RIOS COMMUNITY COLLEGE DISTRICT
 1919 Spanos Court • Sacramento, CA 95825-3981

P.O. No. **F 3352**

Date **2-23-17**

LIMITED PURCHASE ORDER

(Not to Exceed \$200.00)

VENDOR NAME AND ADDRESS: <i>Battery System Inc</i> <i>12322 Burden Blvd CA, 92841</i>	DELIVERY INSTRUCTIONS: <input type="checkbox"/> Deliver to Address Below (Check one) <input type="checkbox"/> Will Call
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ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	ORDERED			UNIT PRICE	TOTAL
		QUANTITY	UNIT	STOCK NO.		
1	<i>51R-75 51R 5052CA, 75 RL</i>	<i>1</i>	<i>EA</i>		<i>65.00</i>	<i>65.00</i>
2	<i>Maint Fee</i>					
3						
4						
5						
6						
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	<i>65.00</i>
SALES TAX	<i>4.68</i>
<i>West Valley CA</i>	<i>0.33</i>
TOTAL (Not to Exceed \$200.00)	<i>70.21</i>

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.

Received by _____ Date _____

REQUESTED BY:	<i>Talina Burke</i>	TYPED/PRINT	DATE	<i>2/23/17</i>	Bus. Unit	Account	Fund	Org	<i>65300/00000/ / 041A</i>	Amount
REQUESTED BY:	<i>J. B. Well</i>	SIGNATURE	DATE	<i>2/23/17</i>					<i>\$ 70.21</i>	
APPROVED:	<i>Chris Rainey</i>	DEAN OR OTHER AUTHORIZED SIGNATURE	DATE	<i>2-23-17</i>						
APPROVED:	<i>Jenny Harman</i>	VICE PRESIDENT, ADMINISTRATION	DATE	<i>2/24/17</i>						

(PURCHASE ORDER TERMS AND CONDITIONS)

(revised 05/2010)

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. **SELLER'S INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain: Purchase order number and 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 vendor or person furnishing the supplies or services. Every invoice shall be properly itemized.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact the LRCCD Purchasing agent at the phone number indicated on the front of this document.
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 "Send invoices in duplicate to" address: LRCCD Accounting Operations, 1919 Spanos Ct., Sacramento, CA 95825
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 the LRCCD unless expressly included and itemized in the order. Unless otherwise shown on this Purchase Order, on "FOB Shipping Point" transactions, vendor 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, vendor on request of LRCCD shall at vendor'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 vendor 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 vendor for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **LRCCD IS AN 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. **VENDORS NOTE:** All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
14. **INDEMNIFICATION:** Contractor shall indemnify, defend and save harmless the DISTRICT, 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, violations of employee occupational health and safety laws, costs, expenses, attorneys' 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 DISTRICT.
15. LRCCD may terminate this agreement and be relieved of the payment of any consideration to Vendor should Vendor 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 Vendor under this agreement and the balance if any, shall be paid the Vendor upon demand.
16. Without the written consent of LRCCD, this agreement is not assignable by Vendor either in whole or in part.
17. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
18. For Public Works Projects, Vendor must comply with Public Contract Code.
19. Pursuant to Section 1700, and following, of the California Labor Code, 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 Los Rios Community College District, 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.
20. **NOTICE TO CONTRACTORS/VENDORS:** 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 Purchasing Department at (916) 568-3071
21. **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. The District 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 the District will be given 30 days notice of any material change or cancellation in coverage.
22. **BILLING:** If the LRCCD has not received billing for product or services within a one year period the District will not be held responsible for satisfying the debt. Address for billing: LRCCD Accounting Operations, 1919 Spanos Ct., Sacramento, CA 95825
23. Contractor shall ensure that persons who perform services on District or College 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.
24. If the District determines that any person employed by contractor to work on District or College property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, contractor shall cause that employee to be removed from working on District or College Property immediately, and that person shall not be employed again on District property.

INVOICE

Battery Systems Inc.
Branch: 107 Sacramento
 12322 Monarch Street
 Garden Grove, CA 92841-2909
 US
 accounting@batterysystems.net
 310-667-9320 x30120



INVOICE	
3745263	
Invoice Date	Page
11/2/2016 08:50:01	1 of 1
ORDER NUMBER	
1786488	

Bill To:
 Los Rios Community College District
 1919 Spanos St
 SACRAMENTO, CA 95825
 US

Ship To:
 Los Rios Community College District
 District
 3753 BRADVIEW DRIVE
 SACRAMENTO, CA 95827
 US
 Ordered By: Mr. Chris Raines

Attn: Accounts Payable
Customer ID: 1002551

PO Number		Term Description	Net Due Date
		Net 30	12/2/2016
Order Date	Pick Ticket No	Primary Salesrep Name	Taker
9/23/2016 12:15:34	2732065	Sacramento 107	KHUG
Quantities			
Ordered	Shipped	Remaining	UOM Unit Size
1	1	0 EA	EA
Item ID	Item Description	Pricing UOM Unit Size	Unit Price
51R-75	51R,505CCA,75RC,MAINT FREE	EA 1.0000	65.00
			65.00

Carrier: Will Call

Tracking #:

Total Lines: 1

SUB-TOTAL: 65.00
California State: 4.88
West Sacramento City CA: 0.33
AMOUNT DUE: 70.21

LRCCD

NOV 07 2015

ACCTG OPS

WARRANTY VOID ON BROKEN BATTERIES ■ PRORATED WARRANTY

WARNING - POISON/DANGER CAUSES SEVERE BURNS ■ KEEP OUT OF REACH OF CHILDREN
 Batteries produce explosive gases ■ Keep sparks, flame, cigarettes away
 Ventilate when charging or using in enclosed space ■ Always shield eyes when working near batteries
 Batteries, Wet, Filled with Acid, Corrosive, Class 8 ■ ID #UN2794, PG111 - Emergency # (800) 424-9300 CHEMTREC
CUSTOMER IS RESPONSIBLE TO PROPERLY PACK AND SECURE LOAD FOR SAFE TRANSPORT

HAZARDOUS MATERIAL LICENSE #136172 Batteries Disposed of at RSR, 720 S 7th Ave., City of Industry, CA 91764, EPA #CAD066233966