

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PURCHASE ORDER NO 0001097207

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date 03/06/2018	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 1010499 QUINTELLM SHEWMAKERN		Location / Dept 04VAPA1064 VAPA

Supplier: 0000040220
 CLAY PLANET
 1775 RUSSEL AVE
 SANTA CLARA CA 95054

Phone: (408) 295-3352
Fax: (408) 295-8717

email: accounting@clay-planet.com

Ship To: FOLSOM LAKE COLLEGE
 RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798
 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	FURNITURE KIT FOR 28" RAKU GAS KILNS: INCLUDES 6-24" X 12" HALF ROUND SHELVES, 6EA: 3,6,9,12" LARGE SQUARE POSTS 1LB BAG OF KILN WASH, RAKU TONGS, & HEAVY-DUTY INSULATED GLOVES	1.00 EA	339.00	339.00	03/20/2018
2- 1	SHIPPING	1.00 EA	100.00	100.00	03/20/2018

QUOTE# 171944

Sub Total Amount	439.00
Sales Tax Amount	26.27
Total PO Amount	465.27

BU	Acct	Fd	Org	Prog	Sub	Proi	Amount	BYear
GENFD	4300	12	FL.VI.ARTS	10020	00000	700P	465.27	2018

0001010499KIRKLINK22-FEB-2018

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>

Addition to Terms and Conditions/Revised 01/26/18

23. CERTIFICATION: CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared

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.
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.

CLAY PLANET

Requisition

ATCH/BV/VPA

Supplier: MISCELLANEOUS ***** CA 95825 United States

000003680

Business Unit: GENFD OPEN
Req ID: 0001010499 Date: 12/18/2017 Page: 1
Requisition Name: CLAY PLANET - KILN CABINET ART
Requester: Melonie Quintell Bldg#: VAPA
Requester Signature:
Buyer: Nicholas Shewmaker
Approved:
Entered By: QUINTELM 18-DEC-2017

email:

Ship To: RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630-6798

Table with 5 columns: Line-Schd, Description, Quantity, UOM, Price, Extended Amt, Due Date. Row 1: 1-1 FURNITURE KIT FOR 28" RAKU GAS KILNS... Row 2: 2-1 SHIPPING

Total Requisition Amount: 415.00

QUOTE# 171944
SUBTOTAL: 315.00
SALES TAX (7.75): 24.41
TOTAL: 339.41
SHIPPING: 100.00
GRAND TOTAL: 439.41

Table with 7 columns: BU, Acct, Fd, Org, Prog, Sub, Proj, Amount. Row 1: GENFD, 4300, 12, FL.VI.ARTS, 10020, 00000, 700P, 415.00

Purchases Charged to Catagorical Programs, Grants or Special Project.
This purchase is in compliance with the requirement of Instruction Needs
For grants/special projects
Name: [Signature]

Approval Signatures: [Signature], [Signature], [Signature]

From: [Harman, Joany](#)
To: [Shewmaker, Nicholas](#)
Subject: FW: Clay Planet Review OLR 0001010499
Date: Thursday, February 22, 2018 11:22:50 AM
Attachments: [image005.png](#)

Hi Nick,

Per our conversation, Kathleen and I have discussed the account coding of this requisition and there is not a single item in this kit that would be repaired if it was broken, and we would like it to be processed as originally coded, to supply. Additionally, two of the quotes that were attached, from Uline and USA Safety are not even for the same items. Perhaps their inclusion with this has caused the confusion.

Thank you,



Joany Harman | Business Services Supervisor
Folsom Lake College | 10 College Parkway | Folsom, CA 95630
p. 916.608-6622 | **f.** 916.608.6553 | harmanj@flc.losrios.edu | www.flc.losrios.edu

From: Kirklin, Kathleen
Sent: Thursday, February 22, 2018 11:03 AM
To: Harman, Joany <harmanj@flc.losrios.edu>
Subject: RE: Clay Planet Review

Hi Joany,

I agree with you. This is supplies and parts 4300 not equipment.

Kathleen

Kathleen Kirklin | Vice President, Administration
Folsom Lake College | 10 College Parkway | Folsom, CA 95630
p. 916.608.6733 or 6555 | kathleen.kirklin@flc.losrios.edu | www.flc.losrios.edu

“The measure of intelligence is the ability to change.”
— [Albert Einstein](#)

From: Harman, Joany
Sent: Wednesday, February 21, 2018 6:27 PM
To: Kirklin, Kathleen <KirkliK@flc.losrios.edu>
Subject: Clay Planet Review

Hi Kathleen,

Since I am covering at Brenda's desk while she is on vacation, I am looking at items that have been sitting out there a while. Please see attached OLR for Clay Planet and read included emails. Brenda questioned DO about the account coding of it but I am not sure if I agree with their conclusion. This kit includes items that will be used up (kiln wash) and none of the items would be repaired if broken. I think it should qualify at 4300. What is your take?

Thank you,

A handwritten signature in cursive script that reads "Joany Harman".

Joany Harman | Business Services Supervisor

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

p. 916.608-6622 | **f.** 916.608.6553 | harmanj@flc.losrios.edu | www.flc.losrios.edu



Clay Planet
 1775 Russell Avenue
 Santa Clara, CA 95054

Quote

Date Quote #
 11/29/2017 171944

Name / Address

Folsom Lake College
 Marisa Sayago
 10 College Parkway
 Folsom, CA 95630

Ship To

Folsom Lake College
 Marisa Sayago
 10 College Parkway
 Folsom, CA 95630
 916-608-6556

Customer Phone

Customer Fax

Terms

Quote Expires

Shipping

Due on receipt

11/29/2017

Best

<u>Qty</u>	<u>Item</u>	<u>Description</u>	<u>Sales Price</u>	<u>Total</u>
1	Furniture Kit	Furniture Kit for 28" Raku Gas Kilns: Includes: 6 - 24" x 12" half round shelves, 6 each-3, 6, 9, 12 inch large square posts, 1 lb bag of kiln wash, raku tongs, and heavy-duty insulated gloves	315.00	315.00T
	Shipping	Third Party Shipping	100.00	100.00

Customer Signature

Subtotal \$415.00
Sales Tax (7.75%) \$24.41
Total \$439.41

Phone # 408-295-3352

Fax # 408-295-8717

Accounting@clay-planet.com

www.clay-planet.com

Olympic Kilns
 4225 Thurmon Tanner Pkwy
 Flowery Branch, GA 30542
 USA

Voice: 770-967-4009
 Fax: 770-967-1196

QUOTATION

Quote Number: 1979
 Quote Date: Dec 4, 2017
 Page: 1

FOLSOM LAKE COLLEGE
 10 COLLEGE PARKWAY
 FOLSOM, CA 95630

FOLSOM LAKE COLLEGE

10 COLLEGE PARKWAY
 916-608-6556
 FOLSOM, CA 95630

PP & Bill

Customer ID	Good Thru	Payment Terms	Sales Rep
FOLSOM LAKE COLLEGE	1/3/18	CREDIT CARD	SEP

Quantity	Description	Unit Price	Amount
1.00	28" GAS FURNITURE KIT - 6 EA - 24" X 12" X 1" HALF ROUND SHELVES; 6 EA - 3, 6, 9, 12 INCH LARGE SQUARE POSTS; 1 LB BAG KILN WASH	460.00	460.00
1.00	ESTIMATED SHIPPING SHIPPING IS ESTIMATE ONLY & SUBJECT TO CARRIER CHANGE	230.00	230.00

Subtotal	690.00
Sales Tax	
TOTAL	690.00

Printed: 12/1/2017 8:41:11 AM
Store: 1

Estimate
Ordered: 12/1/2017
Associate: Ritsuko
Page 1

Clay Mix

where earth becomes art

Clay Mix
1003 N Abby Street
Fresno, CA 93701
Phone 559.485.0065
www.clay-mix.com

Requested by: Folsom Lake College
10 College Parkway
Folsom, CA 95630

Order Status: Open

Item Name	Item Description	AttributSize	Order	Price	Ext Price Tax
Olympic 28 Raku Furniture Kit			1	\$540.00	\$540.00 T

Subtotal: \$540.00
7.75%* 7.75 % Tax: + \$52.93
Shipping: + \$143.00
TOTAL: \$735.93

Thank you!

From: [Haney, Brenda](#)
To: [Quintell, Melonie](#)
Cc: [Snowden, Robert "BJ" \(Dr.\)](#); [Hwang, Eunyoung](#); [Sayago, Marisa](#)
Subject: OLR Status Update RE: OLR#_0001010499_CLAY PLANET / Action Required
Date: Tuesday, February 13, 2018 4:54:21 PM
Attachments: [OLR#_0001010499_CLAY PLANET.PDF](#)
[image002.png](#)
[For Your Action_6490 Equipment Budget Required for_OLR#_0001010499_Clay Planet .msg](#)
Importance: High

Hi Melonie –

Thanks for your purchasing inquiry.

OLR#_0001010499_Clay Planet – is on hold pending budget revision to 6490. Attached email sent to your Area on Jan 4th.

BSO is awaiting Action from your Area to provide a 6490 budget string, as the 4300 supply budget current pre-encumbered cannot be used for this purchase.

- o Once you can provide a 6490 budget code, I can revise the OLR.
- o Note: as so much time has lapsed, all quotes are over 30 days, and DO Purchasing will most likely request updated (current) quotes.

Thank you,

Brenda Haney

Business Services

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

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu

From: Quintell, Melonie
Sent: Tuesday, February 13, 2018 1:51 PM
To: Haney, Brenda <haneyb@flc.losrios.edu>
Subject: OLR # 1010499 for Clay Planet

Hi Brenda,

I wanted to follow up with an order I created for a Furniture Kit for the Art Kilns.

OLR # 1010499, Vendor Clay Planet. When you have a moment could you take a look at this OLR so I can provide an update to the Art Department?

Thank you,

Melonie Quintell

Administrative Assistant to the Dean of

[Visual & Performing Arts and Languages & Literature](#)

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

p. 916.608.6621 www.flc.losrios.edu

From: [Haney, Brenda](#)
To: [Snowden, Robert "BJ" \(Dr.\); Quintell, Melonie](#)
Cc: [Campbell, Lindsey](#); [Shewmaker, Nicholas](#)
Subject: For Your Action_ 6490 Equipment Budget Required for_ OLR#_0001010499_Clay Planet
Date: Thursday, January 4, 2018 10:45:26 AM
Attachments: [OLR#_0001010499_CLAY PLANET.PDF](#)
Importance: High

Hi BJ –

District purchasing has confirmed that the attached OLR#_0001010499_CLAY PLANET – for RAKU Gas kiln Furniture Kit \$315.00, does not qualify as a 4300 supply purchase and therefore Lottery funds cannot be used.

A 6490 equipment budget will be required for this requisition with \$440.00 available – please advise further what budget you'd like to use, and BSO will make necessary revisions to this OLR.

Thank you,
Brenda Haney

Business Services

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

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu

From: Shewmaker, Nicholas
Sent: Wednesday, January 3, 2018 10:25 AM
To: Haney, Brenda <haneyb@flc.losrios.edu>
Subject: FW: Please Advise_ OLR#_0001010499_Clay Planet

Hi Brenda,

Anita agrees this will need to be 6490 and the project should not be lottery funds.

Thanks,
Nick

From: Shewmaker, Nicholas
Sent: Tuesday, January 02, 2018 4:00 PM
To: Haney, Brenda
Subject: RE: Please Advise_ OLR#_0001010499_Clay Planet

Hi Brenda,

It appears to me that this should have a 6490 budget. I have forwarded your question to Anita Singh to see if she can confirm this as a 6490.

I will let you know what she says.

Thanks,
Nick

From: Haney, Brenda
Sent: Tuesday, January 02, 2018 3:52 PM
To: Shewmaker, Nicholas
Subject: Please Advise_ OLR#_0001010499_Clay Planet

Hi Nick –

Can this order qualify for 4300 supply with 700P Lottery budget?

Thank you,

Brenda Haney

Business Services

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

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu