

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 0001097600

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
03/14/2018		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1011141 PIMENTALC SHEWMAKERN	04ASPH108 DSPS	

Supplier: 0000002573
HOUGHTON MIFFLIN COMPANY
COLLEGE DIVISION
2075 FOXFIELD ROAD, SUITE 100
ST. CHARLES IL 60174-1402

Phone: (800) 323-9540
Fax: (630) 467-7192

email:

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	WJIV TESTING KIT	1.00 EA	1,991.60	1,991.60	03/23/2018
KIT CONTAINS: WJ IV TECHNICAL MANUAL CD, COG EXAMINER'S TRAINING WORKBOOK, COG STANDARD AND EXTENDED TEST BOOK, COG TEST RECORDS AND INDIVIDUAL SCORE REPORTS PKG 25, COG STUDENT RESPONSE BOOKS PKG 25, COG SCORING GUIDE, COG AUDIO CD, COG EXAMINER'S MANUAL, ACH EXAMINER'S MANUAL, ACH EXAMINER'S TRAINING WORKBOOK, ACH STANDARD AND EXTENDED TEST BOOK (FORM A), ACH STANDARD AND EXTENDED TEST RECORD AND STUDENT RESPONSE BOOKLETS WITH INDIVIDUAL SCORE REPORTS PKG 25, ACH STANDARD & EXTENDED SCORING GUIDE (FORM A), ACH EXTENDED AUDIO CD, ROLLING BAG, AND LUGGAGE GRIP					
2- 1	SHIPPING & HANDLING	1.00 EA	199.16	199.16	03/14/2018

QUOTE# 20249921 01/30/18 VALID TO 03/30/18

Sub Total Amount	2,190.76
Sales Tax Amount	169.78
Total PO Amount	2,360.54

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	Year
GENFD	4500	12	FL.VS.DSPS	64200	00000	428A	2,360.54	2018

0001011141HARMANJ13-MAR-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>

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.

Requisition

Supplier: HOUGHTON MIFFLIN COMPANY 0000002573
COLLEGE DIVISION
2075 FOXFIELD ROAD, SUITE 100
ST. CHARLES IL 60174-1402
United States

Phone: (800) 323-9540 **Fax:** (630) 467-7192
email:

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

Business Unit: GENFD OPEN	
Req ID: 0001011141	Date: 03/07/2018 Page: 1
Requisition Name: 2018 HOUGHTON MIFFLIN HARCOURT	
Requester: Christy Pimental	Bldg#: DSPS
Requester Signature	
Buyer: Nicholas Shewmaker	
Approved:	
Entered By: PIMENTAC 07-MAR-2018	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	WJIV TESTING KIT	1	EA	1,991.60	1,991.60	
2-1	SHIPPING & HANDLING	1	EA	199.16	199.16	
3-1	TAX	1	EA	169.78	169.78	

Total Requisition Amount: 2,360.54

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount
GENFD	4500	12	FL.VS.DSPS	64200	00000	428A	2,360.54

2018 MAR 12 P 2:51
P O BUREAU OF REVENUE

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of DSPS

For grants/special projects 428A

Sequios to students with Disabilities.

Name: J.E. McFarlane

Approval Signature <u>[Signature]</u>	Approval Signature <u>[Signature]</u>	Approval Signature
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Houghton Mifflin Harcourt

SALES QUOTE

Sold To: 159879
Folsom Lake College Center
Folsom College Ctr
10 College Pkwy
Folsom CA 95630-6798

Bill To: 159879
Folsom Lake College Center
Folsom College Ctr
10 College Pkwy
Folsom CA 95630-6798

Ship to: 159879
Folsom Lake College Center
Folsom College Ctr
10 College Pkwy
Folsom CA 95630-6798

Quote Information

Purchase Order No.
FOLSOM/QT
Order No. / Date 20249921 01/30/2018
Valid To 03/30/2018

Customer No. 159879
Quote Amount \$2,190.76
Incoterms DESTINATION
Payment Terms within 30 days Due net

We assume no responsibility for safe delivery of shipments by mail unless insured. All claims for allowance for shortages, etc. must be made immediately upon receipt of goods and invoice.

Houghton Mifflin Federal ID# 04-1456030

Quote Message:

QUOTE DETAILS - unit net price may be rounded

Material No.	ISBN 13 ISBN 10	Product	Quantity	List	Discount	Unit Net	Net Price
1588334	978-054493536-5 0-544-93536-5	WJIV CMPL KIT (ACH FRM A COG) W/CS	1	\$1,991.60	0.00%	\$1,991.60	\$1,991.60

Subtotal	\$1,991.60
Taxes	\$0.00
Shipping & Handling	\$199.16
Quote Amount	\$2,190.76

Contact Customer Service:
Houghton Mifflin Harcourt
255 38th Avenue, Suite L
St. Charles, IL 60174
Phone: 800-323-9540 / Fax: 630-467-7192
AssessmentsCS@hnhco.com

Subject to HMH's standard Terms and Conditions at <http://www.hmhco.com/terms-and-conditions.html>

From: [Haney, Brenda](#)
To: [Chueh, Valerie](#)
Cc: [Pimental, Christy](#)
Subject: OLR#_0001011141_HOUGHTON MIFFLIN / EDIT COMPLETE / IN BUDGET ERROR
Date: Thursday, March 8, 2018 2:02:58 PM
Attachments: [OLR#_0001011141_HOUGHTON MIFFLIN.PDF](#)
Importance: High

Your requested OLR Edit to sales tax has been completed –

- o OLR is in Budget Error
- o Quote attachment to OLR required.

Business Unit	Requisition ID	Requisition Name	Requisition Status	Origin	Requester	Requester Name	Budget Checking Header Status	Hold From Further Processing
GENFD	0001011141	2018 HOUGHTON MIFFLIN HARCOURT	Open	FLC	W0696280	Pimental,Christy A.	Error	N

Budget Year	Account String	Current Budget	Pre-Encumbrances	Encumbrances	YTD Expenses	Available Balance
2018	GENFD 4500 12 FL.VS.DSPS 64200 00000 2018 428A	\$5,038.00	\$0.00	\$0.00	\$3,499.06	\$1,538.94

Thank you,

Brenda Haney

Business Services

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

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu

From: Chueh, Valerie
Sent: Thursday, March 8, 2018 10:59 AM
To: Haney, Brenda <haneyb@flc.losrios.edu>
Cc: Pimental, Christy <pimentc@flc.losrios.edu>
Subject: FW: Trying To Edit an OLR
Importance: High

Hi Brenda,

Might you be able to adjust this amount for Christy Pimental's online request? The system is not allowing this adjustment.

Thank you for your support,
Valerie

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Valerie Chueh | Assistant to Bernard Gibson, Dean of Student Services | Multicultural & Diversity Committee (MDC) Tri-Chair
| Folsom Lake College | FL1-182.4 | (916) 608-6729 | ChuehV@flc.losrios.edu

From: Pimental, Christy
Sent: Thursday, March 8, 2018 10:50 AM
To: Chueh, Valerie <ChuehV@flc.losrios.edu>
Cc: Estomo, Sharisse <EstomoS@flc.losrios.edu>
Subject: Trying To Edit an OLR
Importance: High

Hi Valerie,

Yesterday, I submitted **OLR # 0001011141** with a mistake. I tried to edit the amount, but I'm unable. Sharisse also tried to edit the mistake, and was unsuccessful too. So, I'm hoping you are able to help me make the change. I need to correct the amount listed **on line 3 (TAX) The current is 159.78, it should be 169.78.**

Please work your magic... ☺