

LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001097737

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

Date 03/21/2018	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 1011143 CHADWICKS SHEWMAKERN03	Location / Dept ETHN RECEIVING	

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000014332
 ECO LAB
 PO BOX 32027
 NEW YORK NY 10087-2027

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	LONG CURTAIN (21' LG) - ES44	3.00 EA	81.37	244.11	03/30/2018
2- 1	CURTAIN SHORT 12LG - ES44	2.00 EA	60.39	120.78	03/30/2018
3- 1	FREIGHT	1.00 EA	5.43	5.43	03/20/2018

PAY INV# 8495031

DO NOT SEND TO VENDOR

Sub Total Amount	370.32
Sales Tax Amount	28.28
Total PO Amount	398.60

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.VA.OPER	69400	00000	041A	398.60	2018

0001011143KIRKLINK20-MAR-2018

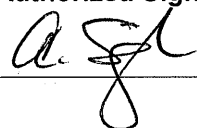
Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

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 ineligible for award of contracts by any Federal, State or local Agency.

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: ECO LAB
 PO BOX 32027
 NEW YORK NY 10087-2027
 United States

0000014332

email:

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

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001011143	03/07/2018	1	
Requisition Name:			
ECOLAB			
Requester		Bldg#	
Sera Chadwick		RECEIVNG	
Requester Signature			
Buyer: Nicholas Shewmaker			
Approved:			
Entered By: CHADWICS 07-MAR-2018			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	LONG CURTAIN (21' LG) - ES44	3	EA	81.37	244.11	03/07/2018
2-1	CURTAIN SHORT 12LG - ES44	2	EA	60.39	120.78	03/07/2018
3-1	SALES TAX	1	EA	28.28	28.28	03/07/2018
4-1	FREIGHT	1	EA	5.43	5.43	03/07/2018

Total Requisition Amount: 398.60

INV# 8495031

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	4500	11	FL.VA.OPER	67700	00000	041A	398.60

Approval Signature	Approval Signature	Approval Signature
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From: [Wong, Barbara](#)
To: [Haney, Brenda](#)
Cc: [Popovac, Maria](#); [Voda, Valeriy](#)
Subject: RE: ECOLAB invoice to pay
Date: Wednesday, March 14, 2018 12:56:25 PM

We can pay as invoiced. Just submit copy of email as explanation. Thanks for checking.

Barbara Wong

From: Haney, Brenda
Sent: Wednesday, March 14, 2018 12:52 PM
To: Wong, Barbara
Cc: Popovac, Maria; Voda, Valeriy
Subject: RE: ECOLAB invoice to pay

Hi Barbara –

Here is a pdf of the Eco Lab Invoice and pending OLR - as discussed in my VM.

Invoice – I think it can be paid as billed – but will await your confirmation.

- o Bill To Name is CRC/FLC – Ship To: FLC (this is a FLC Operation expense for dishwasher in Cafeteria).
- o Sales Tax rate used is 7.75% (based on ship to FLC), so will match PO issued.

OLR – we are just making a budget code change, then it will be submitted to Purchasing for PO.

- o Ship To Location will be FLC
- o FLC will process Online RCVR – when PO is dispatched (merchandise already received).

Let me know if we can submit as invoiced, or if revised invoice is required.

Thank you,

Brenda Haney

Business Services

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

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu

From: Wong, Barbara
Sent: Wednesday, March 14, 2018 12:42 PM
To: Haney, Brenda <haneyb@flc.losrios.edu>
Cc: Popovac, Maria <PopovaM@losrios.edu>; Voda, Valeriy <VodaV@losrios.edu>
Subject: ECOLAB invoice to pay

Hi Brenda,

Please document what you have in your voice mail message, i.e. item received by FLC, item is housed in FLC cafeteria, and item is owned by FLC not Aramark. Is the tax rate at FLC rate or CRC rate? If sales tax is at CRC rate, we normally would short pay the invoice. Is the vendor okay with us short paying the sales tax? Thanks for confirming what action FLC wants on the aged invoice. Thank you.

Barbara Wong

ORIGINAL INVOICE



FOR CUSTOMER ASSISTANCE CALL:

1-800-352-5326

INSTITUTIONAL

N.C.	INVOICE NO.	
1		8495031

B.B.	SHIPPING DATE	INVOICE DATE
	02/07/2018	02/07/18

REMIT TO: P.O. BOX 32027
NEW YORK NY 10087-2027

WHSE.	B/L NO.	15	CONT. NO.	SORT
885	70909		10338	20222

CUSTOMER ORDER NO. OR REFERENCE	ACCOUNT NO.	IND.	SALES REPRESENTATIVE	TERRITORY NO.
	019773741		HARRISON SCOTT	73-70-6

SOLD TO:
CRC/FLC
8401 CENTER PKWY
SACRAMENTO CA 95823-5704

SHIP TO:
ARAMARK 7279
FOLSOM LAKE COLLEGE
100 COLLEGE PKWY
FOLSOM CA 95630-6798

TERMS:	NET 30	FEDERAL ID 41-0231510
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QUANTITY	UPS ID 51700 CASE CODE	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
3	96021548	CURT LONG (21''LG) ES44	81.3700	244.11
2	96021555	CURT SHORT 12LG ES44	60.3900	120.78

RETURNS MAY BE SUBJECT TO A RESTOCKING FEE

TOTAL QTY.	AMOUNT SUBJECT TO SALES TAX	SALES TAX	PROPERTY TAX	SHIPPING POLICY	FREIGHT	INVOICE TOTAL
5	364.89	28.28			5.43	398.60

TOTAL WEIGHT	PAYABLE ON OR BEFORE 03/09/18	PAGE NO.
7	ELIGIBLE FOR DISCOUNT OF ONLY IF PAYMENT RECEIVED BY	1 of 1

UNIT PRICE INCLUDES THE RENTAL FEE FOR ANY DISPENSING EQUIPMENT THAT MAY BE PROVIDED BY ECOLAB FOR THE EXCLUSIVE USE OF ECOLAB PRODUCTS. AT SUCH TIME AS CUSTOMER HAS CONSUMED ALL ECOLAB PRODUCTS AND FAILS TO TIMELY REORDER THE ECOLAB PRODUCT, THE RENTAL AGREEMENT SHALL TERMINATE AND ECOLAB WILL TAKE POSSESSION OF SUCH DISPENSERS. ECOLAB AGREES TO PROVIDE ALL SERVICING, REPAIR, AND MAINTENANCE OF SUCH DISPENSERS OR REPLACE ANY DISPENSER RENDERED UNUSABLE THROUGH NORMAL USE AND WEAR.

From: [Williams, Melissa](#)
To: [Haney, Brenda](#)
Cc: [Chadwick, Sera](#)
Subject: Req 0001011143 Eco Lab
Date: Wednesday, March 7, 2018 5:10:43 PM
Attachments: [Ecolab - Dishwasher Curtains.pdf](#)

Hello Brenda,

Here is a req for new dishwasher curtains for the kitchen. I am not sure if Sera sent this to you already, so I am sending it as well.

Thank you.

Melissa Williams | Director of Administrative Services
Folsom Lake College | 10 College Parkway | Folsom, CA 95630
p. 916-608-6588 | f. 916-608-6746 | William@flc.losrios.edu | www.flc.losrios.edu

From: Chadwick, Sera
Sent: Wednesday, March 07, 2018 4:19 PM
To: Williams, Melissa <WilliaM@flc.losrios.edu>
Subject: RE: Dishwasher Curtains

Hi Missy,

Attached is the requisition and backup, let me know if you need anything else.

Thank you,

Sera Chadwick
PH: (916)608-6602

From: Williams, Melissa
Sent: Wednesday, March 7, 2018 3:17 PM
To: Chadwick, Sera <ChadwiS@flc.losrios.edu>
Subject: FW: Dishwasher Curtains

Please do a req for me to purchase new dishwasher curtains. Use budget: GENFD 11 4500
FL.VA.OPER 67700 00000 041A

Thank you.

Melissa Williams | Director of Administrative Services
Folsom Lake College | 10 College Parkway | Folsom, CA 95630
p. 916-608-6588 | f. 916-608-6746 | William@flc.losrios.edu | www.flc.losrios.edu

From: Harrison, Scott [<mailto:Scott.Harrison@ecolab.com>]
Sent: Wednesday, March 07, 2018 3:13 PM
To: Williams, Melissa <WilliaM@flc.losrios.edu>
Subject: RE: Dishwasher Curtains

Hi Melissa,

Attached is the invoice for the curtains.

If you need anything else please let me know.

Thank you,

Scott Harrison

Territory Manager, Sacramento Team
ECOLAB T 800 352 5326 E scott.harrison@ecolab.com

From: Williams, Melissa [<mailto:WilliaM@flc.losrios.edu>]
Sent: Tuesday, March 06, 2018 2:16 PM
To: Harrison, Scott
Subject: FW: Dishwasher Curtains

Hello Scott,

Can you please send me an updated invoice? Also, when I put in a requisition for this, my purchasing department is going to ask me for Ecolab's address. Can you possibly send me the invoice on letter head? Or advise how we can go about ordering it? Does my purchasing department need to contact you directly?

Thank you.

Melissa Williams | Director of Administrative Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630
p. 916-608-6588 | f. 916-608-6746 | William@flc.losrios.edu | www.flc.losrios.edu

From: Harrison, Scott [<mailto:Scott.Harrison@ecolab.com>]
Sent: Sunday, January 28, 2018 9:31 PM
To: Williams, Melissa <WilliaM@flc.losrios.edu>
Subject: RE: Dishwasher Curtains

Hi Melissa,

Sorry for the delay.

Attached is the quote for the curtains. If you have any questions please let me know.

Thanks,

Scott Harrison
Territory Manager, Sacramento Team
ECOLAB T 800 352 5326 E scott.harrison@ecolab.com

From: Williams, Melissa [<mailto:WilliaM@flc.losrios.edu>]
Sent: Tuesday, January 16, 2018 12:24 PM
To: Harrison, Scott
Subject: RE: Dishwasher Curtains

No rush, thanks !

Melissa Williams | Director of Administrative Services
Folsom Lake College | 10 College Parkway | Folsom, CA 95630
p. 916-608-6588 | f. 916-608-6746 | William@flc.losrios.edu | www.flc.losrios.edu

From: Harrison, Scott [<mailto:Scott.Harrison@ecolab.com>]
Sent: Tuesday, January 16, 2018 11:55 AM
To: Williams, Melissa <WilliaM@flc.losrios.edu>
Subject: RE: Dishwasher Curtains

Yes we can take PO's if your office requires it.

I'll put the price on a more formal document. Give me a little bit. I'm currently in the field assisting customers.

Thanks,

Scott Harrison
Territory Manager, Sacramento Team
ECOLAB T 800 352 5326 E scott.harrison@ecolab.com

From: Williams, Melissa [<mailto:WilliaM@flc.losrios.edu>]
Sent: Tuesday, January 16, 2018 11:18 AM
To: Harrison, Scott
Subject: RE: Dishwasher Curtains

Hello Scott,

Yes, I would like to order the curtains. Do you accept POs? If you can send me a formal quote/invoice, I can put a requisition in with my Business Services office and they will generate a PO to purchase these. Does this work?

Melissa Williams | Director of Administrative Services
Folsom Lake College | 10 College Parkway | Folsom, CA 95630

From: Harrison, Scott [<mailto:Scott.Harrison@ecolab.com>]
Sent: Tuesday, January 16, 2018 9:41 AM
To: Williams, Melissa <WilliaM@flc.losrios.edu>
Subject: Dishwasher Curtains

Hi Mellissa,

The amount to replace the curtains is \$364.89. This includes all curtains, 3 short and 2 long. If you need me to put them on the machine as well at no additional charge.

If you have any questions or would like to place the order please do not hesitate to contact me.

Thanks,

Scott Harrison
Territory Manager, Sacramento Team
ECOLAB T 800 352 5326 E scott.harrison@ecolab.com

CONFIDENTIALITY NOTICE: This e-mail communication and any attachments may contain proprietary and privileged information for the use of the designated recipients named above. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.