LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001095219

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

PLEASE SEE REVI

EE REVERSE SIDE FOR TERMS AND CONDITIONS.	NET 30	Shipping Point	Best Metho
SE REVERSE SIDE I OR TERMO MID CONDITIONS.	Reference:	L	ocation / Dept
	1010260 CA	MPBELLL SHEWMAKERN (4ADMN129 INST
Supplier: 0000006424 AMAZON.COM BILLING DEPARTMENT P O BOX 80463 SEATTLE WA 98108	Ship To:	FOLSOM LAKE COLLEGE RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630-6798 United States	E .
email:	Bill To:	1919 Spanos Court Sacramento CA 95825-396 United States	81

Date

10/20/2017 **Payment Terms**

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1-1	SMARTIES CANDY ROLLS - 40 LB BULK	2.00 EA	115.14	230.28	11/03/2017

ORDER# 111-0883235-8398608

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Total PO Amount 248.13

Page

Ship Via

Revision

Freight Terms

<u>BU</u>	 <u>Fd</u>	Org Prog Sub	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	12	FL.VI.OFFC 60100 00000	696A	248.13	2018

0001010260KIRKLINK12-OCT-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.

Т	Authorized Signature
	1. SPL 10/23/17
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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 <u>PURCHASE ORDER TERMS AND CONDITIONS</u>

- 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.
- TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
 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.
- 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

Supplier: Ship To:	AMAZON.COM ***** ***** CA 95825 United States email: RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630-6798	000006424	Req IE 00010 Requi Spang Reque Linds Reque Buyer Appro	010260 sition Name: <u>tler</u> setr setr Campbell seter Signature setr Nicholas	: Shewmaker	OPEN Page 1 Bldg# INST
Line-Schd	Description		Quantity	UOM	Price Ex	tended Amt Due Date
1-1	SMARTIES CANDY ROLLS - 40 LB		2	EA	97.15	194.30 11/03/2017
2-1	BULK SHIPPING		1	EA	30.16	30.16 11/03/2017

Total Requisition Amount:

224.46

Change Vendor to Amazon - per email 10/12/17 Three Amazon Sellers available for this product - please buy from best seller: pricing encumbered is from Amazon Seller: Wholesale Vending Products.

<u>BU</u> genfd Acct Fd 4500 12

Org Prog Sub Proj FL.VI.OFFC 60100 00000 696A

Proj

<u>Amount</u> 224.46

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

al Signature	Approval Signature
	al Signature

Requisition

Supplier: Ship To:	AMAZON.COM BILLING DEPARTMENT P O BOX 80463 SEATTLE WA 98108 United States email: RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630-6798	0000006424	Req ID 00010 Requi AMAZO Reque Linds Reque Buyer Appro	10260 sition Name <u>N.COM</u> ster ey Campbell ster Signature : Nichola ved:		
Line-Schd	Description		Quantity	UOM	Price	Extended Amt Due Date
1-1	SMARTIES CANDY ROLLS - 40 LB B	ULK	2	EA	97.15	194.30 11/03/2017
2-1	SHIPPING		1	EA	30.16	30.16 11/03/2017

Total Requisition Amount:

224.46

Change Vendor to Amazon - per email 10/12/17 Three Amazon Sellers available for this product - please buy from best seller: pricing encumbered is from Amazon Seller: Wholesale Vending Products

BU	Acct	<u>Fd</u>	Org	Prog	Sub	Proj	<u>Amount</u>
GENFD	4500	12	FL.VI.OFFC	60100	00000	696A	224.46

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

Approval Signature	Approval Signature	Approval Signature

From:	Shewmaker, Nicholas
To:	Haney, Brenda
Subject:	RE: Please Advise_ OLR#_0001010260_MISC FOR NEW VENDOR
Date:	Thursday, October 12, 2017 11:30:00 AM

Let's change req to go to Amazon and I will track down the best price there I can. I do believe this will be subject to Use tax (7.75%) so do please include.

Did the department give you a reason for coding 4500? I do believe it should be 5200 but I open to checking if 4500 is appropriate depending on what the candy is being used for.

Hope this helps.

Thanks, Nick

From: Haney, Brenda Sent: Thursday, October 12, 2017 10:24 AM To: Shewmaker, Nicholas Subject: Please Advise_ OLR#_0001010260_MISC FOR NEW VENDOR

Hi Nick –

Please advise - thinking we should change this OLR (from MISC requesting new vendor for Spangler) – to Amazon.com.

- o It appears we can get same product through Amazon with three choices as follows:
- Also is 4500 account code OK for this item, or does it need to be 5200 and does Sales Tax apply to candy purchases ?

OLR lists pricing from Spangler Website_ is \$238.00 (\$94.00 x 2 + \$50.00 shipping) https://www.spanglercandy.com/candy-store/checkout/cart

Amazon Sellers:

Amazon: Sold by: Wholesale Vending Products \$97.15 / EA x 2 = \$194.30 + \$30.16 Shipping = \$224.46 https://www.amazon.com/gp/product/B00HZL5HK0/ref=ox_sc_act_title_1? smid=A32WA1BFO2OYAR&psc=1

Amazon: Sold by: Smarties (shipped from Spangler Candy Co.) \$115.15/ EA X 2 + Free Shipping = \$230.30 https://www.amazon.com/gp/product/B00HZL5HK0/ref=ox_sc_act_title_2? smid=A1BP7VTAB1AKN3&psc=1 Other Sellers of Amazon:

Amazon: Sold by: King Of Sweets \$115.14/EA X 2 + Free Shipping = \$230.28 https://www.amazon.com/gp/product/B00HZL5HK0/ref=ox_sc_act_title_1? smid=A16R50R42KL758&psc=1

Thank you, Brenda Haney Business Services Folsom Lake College | 10 College Parkway | Folsom, CA 95630 Pol6.608.6635 | Maneyb@flc.losrios.edu

Departments ~ Your Amazon.com Today's Deals	Account & Lists + Orders Try Prime + Cart		
Grocery Deals Snacks - Breakfast - Warm Beverages Cold Beverages Cooking Stapl	es Baby Food Candy & Chocolate Prime Pantry Sign in		
ocery & Gourmet Food + Candy & Chocolate + Hard Candy	lew customer? Start here		
marties Candy Rolls 40 lb bulk smarties	Price: \$97.15 (\$0.04 / count) + \$30.16 shipping		
1 customer review	In Stock. Ships from and sold by Wholesale Vending Products. Get it as soon as Tuesday, Oct. 17 when you choose Two-Day Shipping at checkout. Ship to: sanjose, 95101		
	Qty: 1 Turn on 1-click ordering		
	Add to List		
	Other Sellers on Amazon 3 new from \$115.14		
About the product	\$115.14 (\$0.05 / Count) + Free Shipping Add to Cart		
Smarties 40 lb case Assorted flavors	Sold by: King Of Sweets Online		
No top common allergens	\$115.15 (\$0.05 / Count) + Free Shipping Add to Cart		
• No gluten	Sold by: Spangler Candy Company		
• made in USA	Have one to sell? Sell on Amazon		
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Grocery Deals Snacks - Breakfast + Warm Beverages Cold Beverages Cooking Staple rocery & Gourmet Food + Candy & Chocolate + Hard Candy Hard Can	Sigń in
Smarties Candy Rolls 40 lb bulk Smarties 1 customer review	Price: \$115.14 (\$0.05 / Count) & FREE Shipping Only 15 left in stock – order soon. Ships from and sol King Of Sweets Online.
	Get it as soon as Oct. 16 - 18 when you choose Expedited Ship at checkout.
	Ship to: sanjose, 95101 Qty: 1 💟 Turn on 1-click ordering
	Add to List
About the product • Smarties 40 lb case	Other Sellers on Amazon 3 new from \$115
Assorted flavors No top common allergens	\$115.15 (\$0.05 / Count) + Free Shipping. Add to Ca Sold by: Spangler Candy Company \$97.15 (\$0.04 / Count) + \$30.16 shipping Add to Ca Add to Ca
 No gluten made in USA 	Sold by: Wholesale Vending Products
	Have one to sell? Sell on Amazon
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	Hi. It's MALTESERS Candy. Your New Favorite Treat.
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prime student College student? Get FREE shipping and exclusive deals	
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	Add to Cart

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cery & Gourmet Food 3 Candy & Chocolate + Hard Candy	
marties Candy Rolls 40 lb bulk Smarties	Price: \$115.15 (\$0.05 / Count) & FREE Shipping
1 customer review	In Stock. Ships from and sold by Spangler Candy Company.
	Get it as soon as Oct. 16 - 18 when you choose Expedited Shipping at checkout.
	Ship to: sanjose, 95101
	Qty: 1 V Turn on 1-click ordering
	Add to List
	Other Sellers on Amazon 3 new from \$115,14
About the product - Smarties 40 lb case	\$115.14 (\$0.05 / Count) + Free Shipping Add to Cart
Assorted flavors	Sold by: King Of Sweets Online \$97.15 (\$0.04 / Count) + \$30.16 shipping Add to Cart
 No top common allergens No gluten 	Sold by: Wholesale Vending Products
made in USA	Have one to sell? Sell on Amazon
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prime student College student? Get FREE shipping and exclusive deals	LEARN MORE
Customers who viewed this item also viewed	Page 1 of 2
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Page 1 of 3

Spangle SINCE 1906		About Us 🐐 O	online Store	Our Brands *	Nutrition * Distributi	on Cart
HOPPING CA	RT				PROCE	ED TO CHECKOUT
RODUCT	PRICE	QTY	SUBTO	FAL	ESTIMATE SHIPPING AND TAX COUNTRY * STATE *	
CANE 40 LE SKU: 40 lbs	RTIES \$94.00 DY ROLLS - 3 BULK 25205 bulk rolls 2 340 rolls	2 Edit	\$188.0	0	United States V Californi ZIP CODE * 95630	a 🗸
EMPTY CART CONTINUE SHOPPING UPDATE			ECART	Flat Rate	ESTIMATE	
					UPS or USPS Ground - \$ UPS UPS UPS Ground - \$54.32 UPS Second Day Air - \$2 UPS Next Day Air - \$309. DISCOUNT CODES	16.12
					SUBTOTA SHIPPING & HANDLING (FLA RATE - UPS OR USPS GROUND GRAND TOTAL	T \$50.00
						TO CHECKOUT Multiple Addresses



Saf-T-Pops - 25 Lb Bulk \$82.00 AS LOW AS: \$73.80



Dum Dums - 30 Lb Bulk \$75.00 AS LOW AS: \$67.50

Store Information

Order Methods

Online FAQs



https://www.spanglercandy.com/candy-store/checkout/cart