# LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001095542

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

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000026048 CABLEORGANIZER.COM INC CROWD CONTROL STORE 6250 NW 27TH WAY FT LAUDERDALE FL 33309

Phone Fax:

(866) 715-6006 (813) 354-3443

email: lorena@crowdcontrolstore.com

Date	Revision	Page
10/31/2017		1
Payment Terms	Freight Terms	Ship Via
NET 30 Sh	ipping Point	Best Metho
Reference:		Location / Dept
1010281 WURZEF	C SHEWMAKERN	V 04ADMN AR

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	RETRACT BELT: EQCCM10-PB SIGNATURE SERIES MASTER PREMIUM	8.00 EA	87.49	699.92	10/30/2017
	RETRACTABLE BELT SLIM LINE STANCHION. POLISHED STAINLESS POST. 10' BLACK 2' WIDE				
	BELT W/ ALL WEATHER SLOW RETRACT CASSETTE W/ SAFETY BRAKE AND LOCKING END. HEAVY 23LB CAST 14' IRON BASE WITH S				
2- 1	SHIPPING	1.00 EA	113.10	113.10	10/30/2017
3- 1	DISCOUNT	1.00 EA	-35.00	-35.00	10/31/2017

Sub Total Amount Sales Tax Amount Total PO Amount

778.02
 54.24
 832.26

<u>BU</u> GENFD Acct Fd

Org FL.VS.SSSP Prog Sub

<u>Proj</u>

MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

Amount

BYear 2018

0001010281KIRKLINK30-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.

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.

ENTERED

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

#### 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.
- ROB 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 <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 0000003680 **Business Unit: GENFD OPEN** Supplier: MISCELLANEOUS Reg ID: Page Date \*\*\*\*\* CA 95825 0001010281 10/18/2017 **United States** Requisition Name: MISC Crowd Control Store Bldg# email: Requester Christine Wurzer AR Ship To: RECEIVING Requester Signature 10 COLLEGE PARKWAY FOLSOM CA 95630-6798 Nicholas Shewmaker Buyer: Approved: Entered By: WURZERC 18-OCT-2017 Description Quantity UOM Price

Line-Schd Extended Amt Due Date RETRACT BELT: EQCCM10-PB 1-1 EA 87.49 699.92 SIGNATURE SERIES MASTER PREMIUM RETRACTABLE BELT SLIM LINE STANCHION. POLISHED STAINLESS POST. 10' BLACK 2' WIDE BELT W/ ALL WEATHER SLOW RETRACT CASSETTE W/ SAFETY BRAKE AND LOCKING END. HEAVY 23LB CAST 14' IRON BASE WITH S ... LOCATION: 04ASPH177 CATEGORY: EQU:OTHER 8 PROFILE: EQP:OTHER ASSET DEPT: AR SHIPPING EA 113.10 113.10 3-1 ASSET DEPT: AR LOCATION: 04ASPH177 CATEGORY: FRT 1 PROFILE: EQP:OTHER

Total Requisition Amount: 813.02

DISCOUNT -\$35.00 TAX \$58.35

1 1

TOTAL \$836.37

NEW VENDOR: CROWD CONTROL STORE PO BOX 206931 DALLAS TX 75320-4320 PHONE: 866-715-6006 WWW.CROWDCONTROLSTORE.COM SALES REP: LORENA GATTI LORENA@CROWDCONTROLSTORE.COM (954-861-2007

<u>BU Acct Fd Org Prog Sub Proj Amount</u> GENFD 6490 12 FL.VS.SSSP 63000 00000 597W 813.02

	Purchases Charge	ed to Catagorical	Programs, Gr	ants or Special Pr	roject.
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Name:	X ALS C	360			_
ivalle:	2/1/9 -	-00			

Approval Signature

Approval Signature

**Approval Signature** 



Crowd Control Store PO Box 206931 Dallas, TX 75320-4320 Phone: 866-715-6006

Quote #SQ15765 9/26/2017

Bill To

Christine Wurzer Folsom Lake College 10 College Parkway Folsom CA 95630 United States Ship To

Christine Wurzer Folsom Lake College 10 College Parkway Folsom CA 95630 United States **Customer/Shipping Notes** 

Expires Terms Shipping Method Sales Rep

10/26/2017 UPS Ground Lorena Gatti

lorena@crowdcontrolstore.com

(954) 861-2007

Image	Quantity	Item	Rate	Amount
	8	EQCCM10-PB Signature Series Master Premium Retractable Belt Slim Line Stanchion. Polished Stainless Post. 10' black 2' wide belt with all weather slow retract cassette with safety brake and locking end. Heavy 23lb cast 14' iron base with s	\$87.49	\$699.92

Subtotal	\$699.92
Discount Item	(\$35.00)
Shipping Cost	\$113.10
Total	\$778.02

# **WE WILL BEAT ANY QUOTE YOU BRING US BY UP TO**

\* Terms and conditions apply.

See www.crowdcontrolstore.com/form-low-price-guarantee.aspx for details.







Crowd Control Store PO Box 206931 Dallas, TX 75320-4320 Phone: 866-715-6006

Quote #SQ15765 9/26/2017

#### Terms and Conditions of Sale

- ACCEPTANCE OF ORDER; TERMINATION Acceptance of any order is subject to credit approval and acceptance of order by Seller. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
- 2. PRICES AND SHIPMENTS Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made 2. F.O.B. shipping point.
- 3. RETURN OF GOODS- For those items not identified as NCNR (Non-Cancelable, Non-Returnable), credit will be allowed for the goods returned with PRIOR fax, email or written approval from Seller. A deduction (restocking fee) wil be made from credits issued to cover the cost of handling. Credit will be given when the returned items are received by seller in its original packaging and deemed in original, resellable condition.
- 4. TAXES Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments, made in the States of Florida or Nevada, will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate.
- 5. DELAY IN DELIVERY Seller is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time or any other circumstances beyond Seller's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
- 6. WARRANTIES Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESSED OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 7. LIMITATION OF LIABILITY Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Seller's option, and in no case shall Seller be liable for incidental or consequential damages. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
- 8. WAIVER The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.
- 9. MODIFICATION OF TERMS AND CONDITIONS No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
- METHOD OF PAYMENT- Crowd Control Store accepts Purchase Orders on credit terms with payment methods of Bank Wire, Visa, MC, Discover, American Express and check by mail.



' TIME SENT November 3, 2017 at 5:42:57 AM POT

REMOTE CAID 18133543443 DURATION 178 PAGE 5

STATUS Sent

## LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000026048 CABLEORGANIZER.COM INC CROWD CONTROL STORE 6250 NW 27TH WAY FT LAUDERDALE FL 33309

Phone: Fax: (886) 715-6006 (813) 354-3443

email: forena@crowdcontrolstore.com

## PURCHASE ORDER NO 0001095542

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Date	Revision	- Fage	
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Ship To:

FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PAPKWAY FOLSOM CA 95630-6798

United States

Bill To:

1919 Spance Court

Sacramento CA 95825-3981

United States

Tax Exempt? N Une-3ch	Nam/Description	Quantily UOM	PO Price	Extended Amt	Due Date
1- 1	RETRACT BELT: EOCCM10:PB SIGNATURE SERIES MASTER PREMIUM RETRACTABLE BELT SLIM LINE STANCHION. POLISHED STAINLESS POST. 10' BLACK 2' WIDE BELT W. ALL WEATHER SLOW RETRACT CASSIETTE W SAFETY BRAKE AND LOCKING END. HEAVY 23LB CAST 14' IRON BASE WITH 5	b 47d 潮水	<b>新字·基集</b>	599.42	10/30/2017
2-1	SHIPPING	1.00 RA	113.10	113.30	10/30/2027
<b>9-1</b>	DISCOUNT	1.00 %	15 . 00	*35.00	10/11/1019

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Verification of this purchase order can be made using the Los Rice Consumity Chilege District san site limind bulow. If you have any questions, please content the Purchasing Office at [212]558-3071.

All artipments, involces, and comespondence must be identified with our Purchase Order Number, Overshipments will not be accepted unlass authorized by Eleyer prior to shipment. Authorized Signature

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paries and militie to solain equivaries agriculties may use be provided with the delivery of product as required by law.

From: <u>Haney, Brenda</u>

To: <u>"lorena@crowdcontrolstore.com"</u>

Cc: <u>Wurzer, Christine</u>

Subject: Authorized PO#\_0001095542 for Quote\_SQ15765 CableOrganizer.com Inc. / dba Crowd Control Store

**Date:** Thursday, November 16, 2017 10:05:59 AM

Attachments: <u>image001.png</u>

image002.png image003.png

0001095542 CABLE ORGANIZER.COM INC. dba CROWD CONTROL STORES.PDF

Fax Confirmation.pdf

Importance: High

Good Morning Lorena –

Our authorized PO#\_0001095542 for your Quote\_SQ15765 was faxed to 813.354.3443 on 11/03/17.

As your email received today indicates you did not receive that fax transmission, please find attached PDF of this purchase order. We appreciate your follow-up, please process attached PO for shipment.

Best Regards,

### Brenda Haney

**Business Services** 

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

**2** 916.608.6635 | ⊠ <u>haneyb@flc.losrios.edu</u>

From: Wurzer, Christine

**Sent:** Thursday, November 16, 2017 8:20 AM **To:** Haney, Brenda <a href="mailto:losrios.edu">haneyb@flc.losrios.edu</a>

**Subject:** FW: SQ15765

### Hi Brenda,

This email is in regards to requisition ID 0001010281.

# Thank you,

Christine

From: Lorena Gatti [mailto:lorena@crowdcontrolstore.com]

**Sent:** Thursday, November 16, 2017 7:54 AM **To:** Wurzer, Christine < <u>WurzerC@flc.losrios.edu</u>>

Subject: SQ15765

Hello,

I was just following up regarding your quote. I know you said you were waiting for accounting to send over the PO, but unfortunately I still haven't seen it. I may have mentioned it before, but sometimes if it is faxed it doesn't get to us. Basically I just wanted to make sure that it wasn't send and lost somewhere. Let me know

## Thanks,



# Lorena Gatti Sales Account Manager (954)861-2007 Direct (866)715-6006 Toll Free (813) 354-3443 Fax



