

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001101545

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.

Date	Revision	Page
09/12/2018		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1014482 QUINTELLM ROUILLERS	04VAPA VAPA	

Supplier: 0000003775
 MUSSON THEATRICAL INC
 890 WALSH AVENUE
 SANTA CLARA CA 95050

Phone: (800) THEATER
Fax: (408) 986-9552

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	BLACK TRACK, LENGTH 20', 400 SERIES #50-041S-20	1.00	EA	424.00	424.00	09/26/2018

PER QUOTE# WQ-00.0308

***** WILL CALL - THIS ORDER WILL BE PICKED UP FROM VENDOR IN SANTA CLARA, CA *****

AUTHORIZED PERSONNEL FOR WILL CALL: CAMERON HOYT OR IAN WALLACE, FLC THEATRE ARTS

Sub Total Amount	424.00
Sales Tax Amount	32.86
Total PO Amount	456.86

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4300	12	FL.VI.THTR	10070	00000	700P	456.86	2019

0001014482CHAVEZA11-SEP-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.

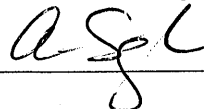
<http://www.losrios.edu/purchasing/povalidation>

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: MUSSON THEATRICAL INC 0000003775
 890 WALSH AVENUE
 SANTA CLARA CA 95050
 United States

Phone: (800) THEATER **Fax:** (408) 986-9552
email:

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

Business Unit: GENFD OPEN	
Req ID: 0001014482	Date: 08/29/2018
Requisition Name: MUSSON PICKUP ORDER - TA	
Requester: Melonie Quintell	Bldg#: VAPA
Requester Signature	
Buyer: Jaqueline Kaldani	
Approved:	
Entered By: QUINTELM 29-AUG-2018	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	400 SERIES BLACK TRACK LENGTH 20' SKU 50-041S-20	1	EA	424.00	424.00	09/06/2018
2-1	TAX	1	EA	76.32	76.32	09/06/2018

Total Requisition Amount: 500.32

QUOTE# WQ-00.0308 08/27/18

**THIS ORDER WILL BE PICKED UP FROM VENDOR IN SANTA CLARA, CA
 AUTHORIZED PERSONNEL FOR WILL CALL: CAMERON HOYT OR IAN WALLACE, FLC THEATRE ARTS**

<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	4300	12	FL.VI.THTR	10070	00000	700P	500.32

REQUESTING DEPT. CHOSE WILL CALL, BECAUSE SHIPPING COST WOULD BE OVER \$700.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of ATR

For grants/special projects _____

Name: BJ Spore

Approval Signature 	Approval Signature 	Approval Signature
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890 Walsh Avenue, Santa Clara, CA 95050
 800-THEATER • Fax 408-986-9552 • www.musson.com
 quotes@musson.com

Sales Quote # **WQ-00.0308**
 QUOTED: Aug. 27, 2018
 EXPIRES: Sep. 26, 2018

QUOTE REQUEST

Ship To: **Cameron Hoyt / Folsom Lake College**
 890 Walsh Avenue
 Santa Clara, California, 95050

Phone: 1-916-717-4433
 Email: hoytc@flc.losrios.edu
 Pages: 1 of 1

Description	SKU	Unit Price	Qty	Extended
400 Series Black Track Length 20'	50-0410S-20	\$424.00	2	\$848.00

Needs By: **1-2 weeks**
 Terms: **Cash/Card**

Pricing Good: **30 days**
 FOB: **Origin**

[Click to Purchase](#)

Subtotal: \$848.00
(Pickup at Musson) **Shipping: \$0.00**
(Santa Clara - 9%) **Tax: \$76.32**
Grand Total: \$924.32

Your quote has been updated to reflect Will Call Pickup. Please let us know if you have any questions!

If you have any questions about your quote, or any of the products we offer, feel free to contact us via email or at 1-800-843-2837 (Monday - Friday, 8:30am - 5:30pm Pacific Time). We appreciate the opportunity to earn your business, and we look forward to working with you.

Thank you again,

Cristi Terry
 Musson Theatrical
 1-800-843-2837 x228
 cterry@musson.com

To: LRCCD Purchasing, FLC Business Services
From: Ian Wallace
CC:
Date: 8/27/2018
Re: Memo of Explanation: Musson Theatrical Track Supplies Purchase

The theater department at FLC is purchasing theatrical track from Musson. The track is sold in 20 foot sticks, and each stick is more than \$200. But ee are using supply funds (4300) to purchase the track because the track will be cut up and consumed in it's use.

We can answer YES to question #2 from page ⁶³69 of the LRCCD Purchasing Handbook:
Will the item lose its original shape and appearance with use?

STATE OBJECT AND ACTIVITY CODES (ACCOUNTS) (Cont.)

6480 EQUIPMENT/IDENTICAL REPLACEMENT

This account is used to record expenditures for the identical replacement of equipment (necessitated by normal use) on a piece-for-piece basis to perform the same functions(s). **The replacement must be an exact copy of the original piece of equipment.** Equipment that differs in **features, parts, capacity, function, or quality** shall be considered new equipment.

6490 EQUIPMENT

This account is used to record expenditures for all equipment and software with a useful life over one year **and purchase price of \$200 or more, including sales tax, shipping and electronic recycling fees.** Equipment and software with a purchase price under \$200 is reported under the applicable 4300 or 4500 object code.

Equipment is defined as tangible property, which can be used for a year or more without material change in form or physical condition. Examples include chairs, desks, vehicles, computers, machinery and instruments. Upgrades to existing items (such as computer upgrades), which would extend the useful life of a piece of equipment and exceed the \$200 threshold would be recorded in this category.

The following questions may provide some guidance in deciding whether a purchase should be coded to equipment. If the answer to any of the following questions is yes, the item should be recorded under a supply account (4300 or 4500):

1. Is the cost of the item including sales tax, shipping and electronic recycling fees under \$200?
2. Will the item lose its original shape and appearance with use?
3. Is it consumable with a normal service life of less than one year?
4. Is it easily broken, damaged, depleted, or lost in normal use?
5. Is it usually more feasible to replace it with a new item than to repair it?

The following exceptions are allowed:

1. The purchase of an item that costs less than \$200 including sales tax, shipping and electronic recycling fees but is required for the operation or component of a larger asset will be included as 6490 account if the expense is incurred as part of and during **original** purchase and/or installation.
2. Use 6490 for a "lot" (large quantity of the same item) when equipping a new or remodeled classroom, which would be reported under 4300 or 4500 if purchased separately. Such items include, but are not limited to portable electronic devices, chairs, desks, etc.
3. Microcomputer software purchased as part of a computer system or requiring implementation as part of the initial acquisition cost is reported in account 6490. However, microcomputer software purchased alone with a cost less than \$200 should be coded to object 4303 or 4503.
4. Use 6490 for the development or purchase of enterprise software for district applications. This includes all direct support costs associated with the installation and implementation of the software.

Haney, Brenda

From: Haney, Brenda
Sent: Monday, August 27, 2018 3:09 PM
To: Wallace, Ian; Quintell, Melonie; Snowden, Robert "BJ" (Dr.)
Cc: Hoyt, Cameron
Subject: RE: Musson Supplies LOTTO order
Attachments: Musson_WQ-000310.pdf; LRCCD Purchasing Handbook_Page69³.pdf

Importance: High

Hi Ian –

Thanks for your question.

You're okay with using a supply account code for this purchase – as it would fall under attached guidelines (excerpt from LRCCD Purchasing Handbook)... as you can answer "YES" to one or more of the five items listed in highlighted paragraph. Just include memo of explanation with your OLR & quote along with copy of this page identifying which of the five items numbers (1-5) apply to this product (can list more than one item).

Hope this helps !

Thank you,

Brenda Haney

Business Services

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

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu

From: Wallace, Ian
Sent: Monday, August 27, 2018 2:21 PM
To: Quintell, Melonie <QuinteM@flc.losrios.edu>; Snowden, Robert "BJ" (Dr.) <SnowdeR@flc.losrios.edu>
Cc: Hoyt, Cameron <HoytC@flc.losrios.edu>; Haney, Brenda <haneyb@flc.losrios.edu>
Subject: Musson Supplies LOTTO order

Hey Melonie-

Can you please create an online REQ for the attached supplies order from Musson?

Budget: **GENFD 4300 12 FL.VI.THTR 10070 00000 2019 700P**

Thanks so much!

Ian