

LOS RIOS COMMUNITY COLLEGE DISTRICT
American River College • Cosunnes 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.



QUOTE	2ND2434174
Valid Until:	12/27/2018
Quote Date:	11/27/2018
Page:	1 of 1
NEW	

Account Rep

Rich Clakeley
 NDS
 8300 Fair Oaks Blvd. # 100
 CARMICHAEL, CA 95608 USA
 P: 916-944-5777 F: 916-944-5770
 C: 916-849-7625
 rich@nds-solutions.com

Invoice Address

Mr Justin Johnson
 Head Coach
 Folsom Lake College Men's Soccer
 10 College Pkwy
 FOLSOM, CA 95630 USA
 P: 408-439-5842

IN-HAND DATE	
<input type="checkbox"/> FIRM	<input checked="" type="checkbox"/> FLEXIBLE

In-Hand Date:	12/14/2018
Event Date:	12/14/2018

Ship Via:	UPS Ground (Parcel)
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Ship Acct #:	
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Ship Acct Owner:	
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Ship Acct Zip Code:	
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Client Order Information

Your Ref/PO #	
Ordered By	Justin Johnson
Account #	319960
Tax Exempt	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Tax Exempt #	

Shipping Address

Rich Clakeley
 NDS
 8300 Fair Oaks Blvd. Ste. 100
 CARMICHAEL, CA 95608
 P: 916-944-5777

Line	Qty	Item#	Description	Unit	Amount
1	42		Port & Company - Essential Fleece Crewneck Sweatshirt.	20.57 EA	863.94
	42		Screen Charge 2 color left chest/1 color shoulder - dark flash	0.00	0.00

Freight:	38.85
Tax:	66.96
\$969.75	

Total Freight	38.85
Total Tax	66.96
Grand Total \$969.75	

Adult Sizes

Line	Item Color	S	M	L	XL	Total
1	Charcoal	8	15	15	4	42

We look forward to working with you on this project!
 Thank you for the opportunity.

CHECK ONE

ASG(71,72)

College Act. Trust(81)

Foundation(83)

IR(13,14)

Harris Ctr(55)

CAMPUS-BASED REQUISITION

DATE 11/27/18

VENDOR ND 9 REQ. # CBF 40900

ADDRESS 8300 Fair Oaks Blvd #100 PO REQUIRED(circle one) YES NO

CITY Carmichael P.O. # CBF 19038

STATE CA ZIP 95608 DATE REQUIRED 12/9/18

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Port & Co. Essential Fleece Crewneck	8	ea	20.57	164.56
2	Sweatshirt - Charcoal, Small				
3	✓ ✓ Medium	15	ea	20.57	308.55
4	✓ ✓ Large	15	ea	20.57	308.55
5	✓ ✓ XLarge	4	ea	20.57	82.28
6					
7	Screen Change - 2 color	42	ea	0	0
8	left chest / 1 color shoulder				
9	dark Flash				
10					

Check Distribution

<input type="checkbox"/>	Call Student, Hold for pick up # _____	Sub-Total	863.94
<input type="checkbox"/>	Call _____, Hold for pick up # _____	Sales Tax	66.96
<input type="checkbox"/>	Forward to _____	Freight	38.85
<input checked="" type="checkbox"/>	Inter-Campus mail to _____	TOTAL	969.75
<input type="checkbox"/>	USPS mail		
<input type="checkbox"/>	Other _____		

MSC
M&A Fundraising BANFL 5890 / *81 FL.N.I.KTNE 0000* / *5390 400F* \$

Account Name	Bus Unit	Account	Fund	Department	Program	Class	Project	Amount
_____	_____	_____	_____	_____	_____	_____	_____	\$ _____

AUTHORIZED Jamie Coffey
Club Officer/Requestor

APPROVED [Signature] 11.27.18
Faculty Advisor/Administrator

Business Services Use Only

Budget Checked MS Vendor ID _____

Voucher # _____ Date _____

Warrant # _____ Date _____