

### **PURCHASE ORDER # CBF-**

VENDOR	::	PO Date:		Date Requ	ired:
		Ordered By:		Requisit	ion #
		SHIP TO:		E PARKWAY	E RECEIVING
		BILL TO:	ATTN: BUSI 10 COLLEG FOLSOM, C		CES
			ce to: visen erms: NET 3	td@flc.losri :0	os.edu
Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
	Shipping/Handling (taxable)				
RECEIVI	TIONS: BE ADVISED THAT FOLSOM LAKE COLLEGE NG HOURS ARE CURRENTLY TUESDAY & AY 10:00AM - 1:00PM UNTIL FURTHER NOTICE	State Tax %		Subtotal State Tax Shipping O Amount	
Direct al	nents, invoices, and correspondence MUST be identified I deliveries and delivery documents to SHIP TO address I correspondence and invoices to the BILL TO address MENT will be made without an invoice	with purchas	se order nur	mber	

Authorized Signature

Date

#### LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

APPLICABLE LAW: The contract resulting from this order shall be governed by the laws of the State of California

COMPLETION OF ORDERS: LRCCD reserves the right to withhold payment until order is completed.

- 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.
- 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.

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.

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.

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.

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.

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.

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.

- 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.
- 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.
- ASSIGNMENT: Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.

PUBLIC WORKS PROJECTS: CONTRACTOR must comply with Public Contract Code.

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 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.

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.

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.



Check one ASG(71,72) College Act.Trust(81) Foundation(83) IR(13/14)

# **CAMPUS-BASED REQUISITION**

	DATE									
VEND	OR			_ REQ. # C	BF					
ADDR	ESS			_ PO REQU	JIRED(	circle one)	YES		NO	
CITY_				_ P.O. # CE	3F					
STAT	EZIP			_ DATE RE	QUIRE	D				
ITEM		DESC	RIPTION			QTY	UNIT	LIN	NIT PRICE	TOTAL
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	ional paperwork car d like included on th							-	Sales Tax	
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								Ĺ	<u>TOTAL</u>	
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		/_		//_			/	_/	/	\$
Accoun	t Name	Bus Unit	Account	Fund	Depai	rtment	Program	Class	Project	Amount
							siness Service		•	
AUTH	ORIZED	Officer/Requestor		Budget C	hecked <sub>.</sub>				Vendor ID	
		, cinoci/itequestor		Voucher #	#				Date	
APPF	ROVEDFaculty	Advisor/Administra	ator	Warrant #	<del>1</del>				Date	
	i acuity	Advisor/Administra		I VV arrant 7	·		_		Dato	

WHITE-YELLOW-PINK: BUSINESS OFFICE

GOLDENROD: ORIGINATOR



### **Invoice Number**

910508805

Due Date: 2020/11/28

Contact Us: 1-800-227-7404 www.bsnsports.com

PO Number: Nike Authentics VB P

Order Number: 301585159

Terms: NT30

Invoice Date: 2020/10/29

PO# CBF-21019

BSN SPORTS LLC P.O. Box 660176 Dallas, TX 75266-0176

Make check payable to:

Customer #: 1946022

BIII To: FOLSOM LAKE COLLEGE

Mary Swanson Attn: Molly Hanrahan 10 COLLEGE PKWY FOLSOM CA 95630 Ship To: FOLSOM LAKE COLLEGE

Mary Swanson Attn: Molly Hanrahan 10 COLLEGE PKWY FOLSOM CA 95630

Item Number	Item Description	Material	Color/Team/Size	Qty/ UOM	Unit Price	Extended Price
NKCJ1796	WOMENS DRY JACKET BLK/WHT SML	NKCJ1796012SMLDS	012 - BLK/WHT - SML	5 EA	65.00	325.00
NKCJ1796	WOMENS DRY JACKET BLK/WHT MED	NKCJ1796012MEDDS	012 - BLK/WHT - MED	5 EA	65.00	325.00
NKCJ1796	WOMENS DRY JACKET BLK/WHT MDT	NKCJ1796012MDTDS	012 - BLK/WHT - MDT	5 EA	65.00	325.00
NKCJ1796	WOMENS DRY JACKET BLK/WHT LGT		012 - BLK/WHT - LGT	3 EA	65.00	195.00
LETTERWOE	Embroidery RC	LETTERWOE		18 EA	0.00	0.00

Thank you for your order. Your purchase order is not complete.

For realtime order status and tracking information go to www.bsnsports.com

#### IMPORTANT NOTE ABOUT OUR INVOICES

We know smooth processing of our invoice is important to you. If you have any questions about this invoice, please call your Accounts Receivable Service Representative (800-227-7404). We will be happy to answer your questions. Please remember to include our invoice number on your payment remittance so we can properly apply your payment to your account. Enjoy the benefits of online access. To enroll online or pay as a guest, go to www.BSNBilling.com.

Thank you for your business.

#### To better service your account, please include invoice numbers on your remittance

Ustomer #:1946022 Invoice # 910508805
Due Date: 2020/11/28

Duc Dutor 2020/11/20								
Merchandise Sub Total	Other	Freight	Sales Tax	Invoice Total	Payment/Credit Applied	Total Invoice Amount Due		
\$1,170.00	\$0.00	\$58.50	\$90.68	\$1,319.18	\$0.00	\$1,319.18		

From: Wright, Matt
To: Visentin, Deana
Cc: Croff, Jeanne

Subject: Fw: BSN CBF and Inv. 910508805 for Jackets-W Volleyball

**Date:** Tuesday, November 17, 2020 1:22:12 PM

Attachments: BSN CBF INV 910508805.pdf

Approved.

**Thanks** 

Matt

#### **Matt Wright**

Dean, Kinesiology, Health, Athletics, Nutrition, and Distance Education Athletic Director Folsom Lake College 916-608-6686 - wrightm@flc.losrios.edu



Some of it comes from heartbreak, most of it comes with age, none of it ever comes easy. Eric Church

From: Croff, Jeanne < CroffJ@flc.losrios.edu>
Sent: Tuesday, November 17, 2020 12:59 PM
To: Wright, Matt < WrightM@flc.losrios.edu>

**Subject:** BSN CBF and Inv. 910508805 for Jackets-W Volleyball

Matt,

Attached is the CBF and Inv.# 910508805 for BSN.

Please approve and forward to Dee.

Thank you,

# Jeanne Croff

Folsom Lake College, Administrative Assistant-Kinesiology/Health/Athletics/Nutrition 10 College Parkway, Folsom, CA (916) 608-6687

From: <u>Croff, Jeanne</u>

To: <u>Harman, Joany</u>; <u>Hanrahan, Molly</u>; <u>Wright, Matt</u>

Cc:Visentin, Deana; Taylor, JenniferSubject:RE: BSN Invoice without a valid PO #Date:Tuesday, November 17, 2020 11:27:49 AM

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

Nike Authentics VB Player Warmups 2020 (003).pdf

INV 0910508805 BSN (002).pdf

#### Joany,

I spoke to the new BSN sales rep, Josh Morton about this situation.

The old sales rep, Garrett Wasser is no longer working at BSN and processed this order without a PO. I've attached order summary #5377147 created by Garrett. It lists jackets and pants. The jackets have been received at FLC and Invoice# 0910508805 is requesting payment for the Jackets. The pants were ordered and are being processed by Nike right now. —W Volleyball needs the pants. Josh is going to contact Nike and find out an estimated delivery date, if possible.

Women's Volleyball will pay for both the jackets and pants with the W Volleyball fundraising budget. BANFL 5890 81 FL.VI.KINE 00000 53220 2021 400F

I've been assured that the new sales rep, Josh, will not process any future orders without receiving a PO from LRCCD.

Apparently the pants order may take a while to receive them. I suggest we pay the attached invoice# 0910508805 for the jackets now and pay for the pants when they arrive (and when we are invoiced.) Both of them are unauthorized purchases, because there is no PO. However, I don't feel we should issue a PO for the pants, to avoid creating a duplicate order.

What are your thoughts, and how can I assist you in getting this resolved?

Thank you,

# Jeanne Croff

Folsom Lake College, Administrative Assistant-Kinesiology/Health/Athletics/Nutrition 10 College Parkway, Folsom, CA (916) 608-6687

**From:** Harman, Joany <a href="mailto:losrios.edu">harmanj@flc.losrios.edu</a>> **Sent:** Tuesday, November 10, 2020 3:04 PM

**To:** Croff, Jeanne <CroffJ@flc.losrios.edu>; Hanrahan, Molly <HanrahM@flc.losrios.edu>; Wright, Matt <WrightM@flc.losrios.edu>

**Cc:** Visentin, Deana < VisentD@flc.losrios.edu>; Taylor, Jennifer < TaylorJ@flc.losrios.edu>

Subject: RE: BSN Invoice without a valid PO #

No problem. I just did not want to lose track of it. I appreciate the response.

From: Croff, Jeanne < <a href="mailto:CroffJ@flc.losrios.edu">CroffJ@flc.losrios.edu</a>>
Sent: Tuesday, November 10, 2020 2:56 PM

**To:** Harman, Joany < <a href="mailto:harmani@flc.losrios.edu">harmani@flc.losrios.edu</a>>; Hanrahan, Molly < <a href="mailto:harmani@flc.losrios.edu">harmani@flc.losrios.edu</a>>;

Wright, Matt < Wright M@flc.losrios.edu >

Cc: Visentin, Deana < VisentD@flc.losrios.edu >; Taylor, Jennifer < TaylorJ@flc.losrios.edu >

Subject: RE: BSN Invoice without a valid PO #

Hi Joany,

Can you give us one more day to respond? Molly is trying to work with the vendor on this. –Molly contacted the sales rep a long time ago about these items, but never got a quote. That sales rep has left the company and she trying to work with BSN to get this straightened out. Thanks,

#### Jeanne Croff

Folsom Lake College, Administrative Assistant-Kinesiology/Health/Athletics/Nutrition 10 College Parkway, Folsom, CA (916) 608-6687

From: Harman, Joany < harmanj@flc.losrios.edu>
Sent: Tuesday, November 10, 2020 12:33 PM

**To:** Hanrahan, Molly < <a href="mailto:HanrahM@flc.losrios.edu">Hanrahan, Molly < <a href="mailto:Hanrahan">Hanrahan, Molly < <a href="mailto:Hanrahan">Hanrahan, Molly < <a href="mailto:Hanrahan">Hanrahan, Molly < <a href="mailto:Hanrahan">Hanrahan (Molly < a href="mailto:Hanrahan")</a> (A href="m

Jeanne < <a href="mailto:CroffJ@flc.losrios.edu">CroffJ@flc.losrios.edu</a>>

**Cc:** Visentin, Deana < <u>VisentD@flc.losrios.edu</u>>; Taylor, Jennifer < <u>TaylorJ@flc.losrios.edu</u>>

**Subject:** RE: BSN Invoice without a valid PO #

Please provide the status of whether a requisition will be set up to pay this invoice. Thank you,

Joany Harman | Business Services Supervisor Folsom Lake College | Los Rios Community College District 10 College Parkway | Folsom, CA 95630 p. 916.608-6622 | harmani@flc.losrios.edu

From: Harman, Joany

Sent: Monday, November 2, 2020 2:09 PM

**To:** Hanrahan, Molly < <u>HanrahM@flc.losrios.edu</u>>; Wright, Matt < <u>WrightM@flc.losrios.edu</u>>; Croff, Jeanne < <u>CroffJ@flc.losrios.edu</u>>

**Cc:** Visentin, Deana < <u>VisentD@flc.losrios.edu</u>>; Taylor, Jennifer < <u>TaylorJ@flc.losrios.edu</u>>

Subject: BSN Invoice without a valid PO #

The attached invoice does not have a valid purchase order number associated with it and it cannot be matched with any approved purchase order that we have on file.

Please advise.

Thank you,

Joany Harman | Business Services Supervisor Folsom Lake College | Los Rios Community College District 10 College Parkway | Folsom, CA 95630 p. 916.608-6622 | harmanj@flc.losrios.edu From: <a href="mailto:bguintana@bsnsports.com">bguintana@bsnsports.com</a>>

Sent: Thursday, October 29, 2020 7:15 PM

To: Taylor, Jennifer < TaylorJ@flc.losrios.edu >; Harman, Joany < harmanj@flc.losrios.edu >

**Subject:** A new invoice is available online to view

CAUTION: This email originated from outside of Los Rios. Do not click links or open attachments unless you recognize the sender and know the content is safe.



10/29/2020

Re: FOLSOM LAKE COLLEGE

Account # 1946022

Dear Valued Customer:

Thank you for participating in the BSN SPORTS e-Bill program. The following invoices for Account #1946022 are ready to be viewed and paid. Please sign in on <a href="https://www.BSNbilling.com">www.BSNbilling.com</a> to view details.

Invoice Number	Invoice Date	<b>Due Date</b>	PO Number	Sales Order	Open Amount
910508805	10/29/2020	11/28/2020	Nike Authentics VB	301585159	1,319.18
					1,319.18

If you want us to stop sending this e-Bill notification to your email address, follow these steps:

1. Go to www.BSNbilling.com and sign in.

After you sign in, the open bills screen appears.

- 2. Select Paperless Option Tab.
- 3. Select the Add/Edit button.
- 4. Unselect the checkbox for the **Electronic via email** option.

## 5. Click Save Changes.

Thank you for being a BSN SPORTS customer.

### Please do not reply to this email

### To contact us about this email

Please either call at 1-800-227-7404, option 2 or email us at <u>BSNSPORTSBILLING@BSNSPORTS.COM</u>.