

Los Rios Community College District

Purchasing: (916)568-3071
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000049620
GONLED
1835 WHITTIER AVE D-12
COSTA MESA CA 92627

Phone: (855) 234-4533

email: sales@gonled.com

PURCHASE ORDER NO 0001119459 CHANGE ORDER

Date	Revision	Page
01/20/2022	1 - 04/12/2022	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1034095 WILLIAMSM ROUILLERS	04ADMN	

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

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
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	REC-3522 LRCCD FLC LED RETROFIT - SCOPE OF WORK: GONLED AND ITS SUBCONTRACTOR TO FURNISH AND INSTALL (2) WATCHFIRE 16MM, 20'X9', LED EMC DISPLAYS. THESE WILL INCLUDE THE FOLLOWING PRODUCT: PRODUCT - CUSTOM SIGNAGE 16MM LED RGB PIXEL MATRIX 162 X 360 SOFTWARE WILL BE UPDATED TO IGNITE OP (PC-BASED) AND INCLUDE WEB BASED SOFTWARE TRAINING, SOFTWARE INCLUDED. STANDARD 10-YEAR PARTS WARRANTY. INCLUDES FLASHERS AND FILLERS AS NEEDED. INCLUDES DISPOSAL OF ALL MATERIALS.	1.00 LOT	160,500.54	160,500.54	02/14/2022
2- 1	LABOR IS BASED ON DAY SHIFT. CALIFORNIA PREVAILING WAGES	1.00 EA	50,523.11	50,523.11	02/14/2022
3- 1	EXTENDED WARRANTY (WIP) - ONE (2) YEAR EXTENDED WARRANTY - 2) EXISTING LED EMC DISPLAYS WITH (2) WATCHFIRE 16MM LED EMC DISPLAYS	1.00 EA	11,189.00	11,189.00	02/14/2022
4- 1	PAYMENT/PERFORMANCE BONDS 2%	1.00 EA	4,693.03	4,693.03	02/14/2022
5- 1	DEPOSIT	1.00 EA	-60,528.77	-60,528.77	02/14/2022
6- 1	CREDIT	1.00 EA	60,528.77	60,528.77	02/14/2022
7- 1	10 YEAR MANUFACTURER WARRANTY - NOTE, STANDARD MANUFACTURER WARRANTY UPGRADED TO 10 YEAR MANUFACTURER WARRANTY. (PLEASE SEE ATTACHED MANUFACTURER TERMS FOR WARRANTY STATEMENT).	1.00 JOB	17,584.34	17,584.34	04/12/2022

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Authorized Signature

AUTHORIZED SIGNATURE ON PO TOTAL PAGE

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

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PRE-PAY DESOSIT PER INVOICE# 6687

PO PER ESTIMATE# 5246

8-12 WEEKS LEAD TIME AFTER DEPOSIT IS RECEIVED.

PC NOT INCLUDED.

GONLED AND ITS SUBCONTRACTOR TO USE EXISTING COMMUNICATION.

CCCF CONTRACT HOLDER - COLLEGE BUYS 00004707
HUBZONE CERTIFIED SMALL BUSINESS
CMAS CONTRACT # 4-12-56-0046A
SPURR LED LIGHTING CONTRACT HOLDER SMC-LED-15
TXMAS CONTRACT # 17-5608
GSA CONTRACT # GS-07F-0413Y
OC SUPERIOR COURTS FP0037
CALIFORNIA CERTIFIED SMALL BUSINESS
TAX ID 26-0396021
DNB: 806757782
CA #C3007780
DIR #1000029553
LICENSE #992263
CAGE 65AQ5

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DIR PROJECT ID# 401900

The services offered under this purchase order are subject to prevailing wages. The District has filed form PWC-100 with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Visit DIR website to learn contractor reporting requirements.

PAYMENT & PERFORMANCE BOND# CAC720885

PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED. HOLDER IS LRCCD, 1919 SPANOS CT., SACRAMENTO, CA 95825. EMAIL TO LRCCDPURCHASE@LOSRIOS.EDU. NO HARD COPY IS REQUIRED.

04-12-22 CHANGE ORDER TO ADD 10 YEAR WARRANTY PER QUOTE# 5325 DATED 5325 .
NEW PO TOTAL \$256,928.81 (BH)

Sub Total Amount	244,490.02
Sales Tax Amount	12,438.79
Total PO Amount	256,928.81

BU Acct Fd Org Prog Sub Proj Amount BYear

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Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
GENFD 5600 12	FL.VA.VAPA 70900 00000 364A	256,928.81		2022		

0001034095CHAVEZA18-JAN-2022

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 email address: LRCCDpurchase@losrios.com.

<https://psreports.losrios.edu/PurchaseOrderInformation.asp>

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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 per 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 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 \$1M, \$2M, or \$3M AGGREGATE as prescribed by DISTRICT requirements 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. LRCCD insurance requirements can be viewed on the following website www.losrios.edu/purchasing.
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 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, CONTRACTOR's 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. CONTRACTOR further represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, LRCCD will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless LRCCD from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
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.

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Phone: (855) 234-4533

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PURCHASE ORDER NO 0001120513
CANCELED PO

Date	Revision	Page
04/12/2022	1 - 04/12/2022	1
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Reference:		
1035428 WILLIAMSM HANEYB		

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1- 1	10 YEAR MANUFACTURER WARRANTY - NOTE, STANDARD MANUFACTURER WARRANTY UPGRADED TO 10 YEAR MANUFACTURER WARRANTY. (PLEASE SEE ATTACHED MANUFACTURER TERMS FOR WARRANTY STATEMENT).	1.00	JOB	17,584.34	0.00	CANCEL

ORIGINAL PO FOR PURCHASE - 0001119459
ESTIMATE # 5325

04-12-22 CO Backup documentation - FLC sourced PO 0001120513 Canceled/Closed -
and processed as CO to Original Open 0001119459 as Line# 7 Add-On.

Sub Total Amount	0.00
Sales Tax Amount	0.00
Total PO Amount	0.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Proq</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
							0.00	2022

0001035428CHAVEZA25-MAR-2022

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Costa Mesa, CA 92627

Phone # 855-234-4533

accounting@gonled.com

Fax # 866-807-0734

www.gonled.com

Estimate

Date	Estimate #
3/18/2022	5325

Name / Address
Los Rios Community College District 1919 Spanos Court Sacramento, CA 95825

Ship To
Folsom Lake College Eduardo Garza 10 College Parkway Folsom, CA 95630

				Project
Item	Description	Qty	Rate	Total
Misc	Adder: 10 Year Manufacturer Warranty - Note, Standard manufacturer warranty upgraded to 10 year manufacturer warranty. PLEASE SEE ATTACHED MANUFACTURER TERMS FOR WARRANTY STATEMENT NOTE: Manufacturer Terms and Conditions Apply. Quote Valid for 2 weeks after receipt. CCCF Contract Holder - College Buys 00004707 HUBZONE Certified Small Business CMAS Contract # 4-12-56-0046A SPURR LED Lighting Contract Holder SMC-LED-15 TXMAS Contract # 17-5608 GSA Contract # GS-07F-0413Y OC Superior Courts FP0037 California Certified Small Business TAX ID 26-0396021 DNB: 806757782 CA #C3007780 DIR #1000029553 License #992263 CAGE 65AQ5 CA Seller 101-660355		17,584.34	17,584.34T
			Subtotal	\$17,584.34
			Sales Tax (0.0%)	\$0.00
			Total	\$17,584.34

Signature _____

Watchfire Signs, LLC - TERMS OF SALE

Note. The following Terms of Sale are subject to change without notice. All transactions for all products sold by Watchfire Signs, LLC ("Watchfire") are subject to the latest published Terms and Conditions and to any special Terms of Sale which may be contained in applicable Watchfire quotations and acknowledgements. Such Terms of Sale, the quotation from Watchfire to the applicable purchaser ("Buyer"), and Buyer's purchase order accepted by Watchfire collectively comprise the "Agreement." In the event of any conflict or inconsistency between any document forming part of the Agreement, the following order of priority shall apply: (i) first, any addendum or amendment to a quotation or purchase order which is executed by each of Watchfire and Buyer; (ii) second, Watchfire's quotation; (iii) third, these Terms of Sale; (iv) fourth, any other written agreement (including any "click through" agreement provided by Watchfire with respect to the Software (as defined below)); and (v) lastly, Buyer's purchase order accepted by Watchfire. For purposes of clarity, Watchfire rejects any and all modified or additional terms within Buyer's purchaser order.

Quotations. Quotations shall be valid for no more than forty-five (45) days from their date, unless otherwise stated in the quotations. All quotations are subject to change by Watchfire at any time upon notice to Buyer. Buyer is obligated to review the quotation carefully and to immediately advise Watchfire of any discrepancies or errors. Changes to the products or services supplied by Watchfire (the "System") after acceptance of a quotation are valid only when accepted in writing and signed by both Watchfire and Buyer.

Terms of Payment. Upon Buyer's acceptance of a System quotation, Buyer shall make a non-refundable minimum deposit of one-half of the aggregate purchase price (collectively, the "System Price"). The System Price shall include applicable taxes, crating, transportation, delivery charges, and any other related expenses. The remaining balance of the System Price must be paid by Buyer no later than seven (7) days prior to Watchfire's shipment of the System. The System Price does not include costs of any construction or installation of the System, which are solely the responsibility of Buyer. Any System delayed in shipment at the request of Buyer are subject to annual interest charges of 18% on the remaining balance, which must be paid by Buyer no later than seven (7) days prior to Watchfire's shipment of the System. Watchfire shall have the right to terminate the contract with respect to Buyer's order for the System and retain the non-refundable deposit in the event Buyer does not pay in full the remaining balance of the System Price and associated expenses and confirm readiness to accept delivery within six (6) months after completion of the System. Buyer's failure to comply with all Terms of Payment may result in suspension of System access, which may not be restored until Terms of Payment are fulfilled. Upon an event of default by the customer to make payment by the due dates specified in the Terms of Sale or otherwise agreed between Watchfire and the customer, Watchfire may, in its sole and absolute discretion, but in lieu of any remedies otherwise available: (a) suspend its performance as it relates to any obligations benefiting the defaulting party until such default is cured; (b) recover fees and costs from any down payment available to Watchfire, (c) pursue monetary damages as permitted by law, (d) or restrict the defaulting party(s) access to Watchfire software. The remedies set forth herein are cumulative and not exclusive of each other.

NSF Payment. The issuance of any check, electronic check or ACH transfer by Buyer that is returned by Buyer's bank as not honored for payment for any reason shall incur an additional charge of \$100.00. All fees and charges created by such dishonored payment shall be immediately due. In the event of any dishonored payment of Buyer, future checks, electronic check or ACH transfer from Buyer may not be accepted as payment for future orders, in Watchfire's sole discretion

Title; Risk of Loss; Delivery. Watchfire shall, at Buyer's sole cost, arrange for delivery of the System to Buyer. Without limiting the foregoing, Watchfire may estimate but Buyer shall be solely responsible for shipping and delivery costs. Shipping and delivery of the System is performed by third parties and Watchfire is not responsible for any delays in shipment that are beyond Watchfire's control. Title to, and risk of loss of, the System shall pass to Buyer upon Watchfire's placement of the System with the shipping carrier unless the System has been in Watchfire's warehouse for more than sixty (60) days from the date of completion. Title and risk of loss of the System shall automatically pass to Buyer if the System is in Watchfire's warehouse for more than sixty (60) days and a storage fee of \$500 per month thereafter will be assessed to Buyer. Buyer shall inspect the System within fourteen (14) calendar days after receipt of delivery of the System (the "Inspection Period"). Buyer will be deemed to have accepted the System unless it notifies Watchfire in writing of any Nonconforming System during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Watchfire. "Nonconforming System" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Watchfire of any Nonconforming System, Watchfire shall, in its sole discretion, (i) replace such Nonconforming System with a conforming System or (ii) credit or refund the price for such Nonconforming System. If Watchfire exercises its option to replace the Nonconforming System, Watchfire shall deliver a conforming System to Buyer according to the delivery terms applicable to the original System. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of a Nonconforming System.

Driver Detention. Fees for up to two (2) hours of detention time, per load, are included in the System Price. In the unlikely event that the driver is delayed or detained beyond two (2) hours following arrival at the shipping destination, detention fees will be accrued by the hour. These fees will be invoiced to Buyer in a timely manner and will not exceed \$75.00/hour.

Force Majeure. Watchfire shall not be liable for any damages as a result of any delays due to any causes beyond Watchfire's control, including, without limitation, telecommunications failures, technology attacks, epidemic, pandemic, embargoes, quarantines, viruses, strikes, labor problems of any type, accidents, fires, war, acts of terrorism, material unavailability, natural disaster, transportation failures, instability and unavailability of the Internet, and acts of God, etc. In the event of any such delay, the date of delivery shall be extended for a period of time reasonably necessary to cover the effect of such delay.

Intellectual Property. Watchfire shall defend any suit or proceeding brought against Buyer to the extent such suit or proceeding is based on a claim that equipment furnished by Watchfire as part of the System constitutes an infringement of any copyright, trademark or patent of the United States as of the time of shipment by Watchfire. Watchfire retains ownership of intellectual property in any materials, goods, software and production process which may be developed under this Agreement.

Use of System Image. Buyer agrees that Watchfire, without compensation to Buyer, may use Buyer's name along with photographs and images of the System in Watchfire's advertising and promotional materials in any media worldwide without the prior written consent of Buyer.

License for Software Use and Warranty. Watchfire hereby grants the Original End User a limited, non-exclusive personal, non-transferable and non-assignable license to use the Software (the "License"). "Software" as used herein includes software distributed on a media (like a CD, DVD or flash drive), software hosted on a server and accessed through a web browser, and software running on the System controllers. Media does not apply to Ignite OA. The License covers end-user applications such as Ignite OP, Ignite OPx and Ignite OA. The License terminates upon any breach by Buyer or its permitted assignee of these Terms of Sale or the Agreement, and Watchfire reserves the right to electronically disable the Software upon such violation. Excluding third party software, Watchfire warrants that, for a period of sixty (60) days after shipment by Watchfire: (i) the media (if any) on which Software is provided shall be free from material defects; and (ii) Software substantially conforms to the documentation that accompanies it. The foregoing warranties are the sole and exclusive warranties provided by Watchfire with respect to the Software. The Software is copyrighted by Watchfire and Buyer shall not permit the Software to be copied (except for backup purposes), transferred, distributed, disassembled, reverse engineered, decompiled or tampered with. Watchfire does not warrant that the media and Software are completely error-free, will operate without interruption or are compatible with all equipment or software configurations. Watchfire may charge additional fees for any upgrades or modifications to the Software.

Third Party Software. Operation of the sign equipment included in the System is supported only with Watchfire software and Watchfire qualified versions of approved third party software. Installing un-supported software on sign controllers could lead to non-operational signs for which no warranty applies. Service charges for troubleshooting and returning to operation will apply.

System Warranty. When used properly under normal use and normal environmental conditions, and subject to the exclusions set forth herein and exceptions set forth in an applicable quotation, Watchfire warrants the System (other than the Software, described above) against material defects in material and workmanship for the following durations: (i) five (5) years from the date of shipment from Watchfire's facility with respect to equipment manufactured by Watchfire. Notwithstanding anything to the contrary, the warranty with respect to equipment sold by Watchfire and manufactured by third parties shall be subject only to the terms of the applicable manufacturer's warranty and Watchfire disclaims any additional warranty with respect thereto. For equipment manufactured by Watchfire, Watchfire's only obligation and liability is to repair or provide replacement parts (at its option) for those part(s) of the System which prove to be defective and not merely worn out (e.g., aged LEDs). For purposes of clarity, Watchfire is not responsible for the labor to remove or install repaired or replaced parts. Repaired or replaced parts provided within the original warranty period shall have the same warranty for the balance of the original warranty period. Parts replaced or repaired outside of any warranty period shall have a warranty of replacement only for material defects in material or workmanship for one (1) year from date of shipment. Any parts not manufactured by Watchfire, but which are added to or incorporated in the System manufactured by Watchfire, are covered only by their original manufacturer's warranty, if any. Watchfire is not responsible for telecommunications or Internet services being unavailable, or for limitations caused by environmental conditions or incompatibilities with other systems.

Limitations. Buyer's exclusive remedy for Watchfire's breach of the Agreement as to any term thereof, and Watchfire's only liability for any such breach, shall be replacement or repair of the System and its parts actually delivered to Buyer in Watchfire's sole discretion.

WATCHFIRE'S LIABILITY TO BUYER UNDER THE AGREEMENT (INCLUDING THESE TERMS OF SALE) OR FOR THE SYSTEM OR SOFTWARE IS LIMITED AS SET FORTH HEREIN, WHETHER SUCH LIABILITY IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY. WATCHFIRE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. BUYER MAY NOT BRING ANY ACTION UNDER THE AGREEMENT (INCLUDING IN CONNECTION WITH ANY BREACH OF WARRANTY) MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. WITHOUT LIMITING ANY OTHER LIMITATION ON LIABILITY HEREUNDER, IN NO EVENT WILL WATCHFIRE BE LIABLE TO BUYER FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF THE AGREEMENT IN EXCESS OF THE SYSTEM PRICE ACTUALLY PAID TO WATCHFIRE BY BUYER. Buyer agrees that these limitations on liability and remedies are independent of the agreed remedies under this Agreement.

WATCHFIRE'S LIABILITY UNDER ANY WARRANTY HEREUNDER, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE SYSTEM AND SOFTWARE. Significant surge protection is included in the sign equipment included in the System. However, very high electrical surges can damage electronic LED sign systems and are not covered by warranty.

Proper installation to allow for adequate ventilation as detailed in the Installation Manual S-1504 is required to keep the warranty in force. Failure to comply with the requirements set forth in the applicable installation or operating manual will result in the warranties associated with the System being void. Power must be applied at all times except for during service incidents. Power outages for more than three (3) days require notice to Watchfire Service to keep the warranty in force.

Requisition

Supplier: GONLED
1835 WHITTIER AVE D-12
COSTA MESA CA 92627
United States

0000049620

Phone: (855) 234-4533
email: sales@gonled.com

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

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001035428	03/22/2022	1	
Requisition Name:			
GONLED			
Requester			
Melissa Williams			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: CHADWICS 22-MAR-2022			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	10 YEAR MANUFACTURER WARRANTY - NOTE, STANDARD MANUFACTURER WARRANTY UPGRADED TO 10 YEAR MANUFACTURER WARRANTY. (PLEASE SEE ATTACHED MANUFACTURER TERMS FOR WARRANTY STATEMENT).	1	JOB	17,584.34	17,584.34	03/22/2022

17,584.34 Sub-total
0.00 Est. tax

Total Requisition Amount: 17,584.34

ORIGINAL PO FOR PURCHASE - 0001119459
ESTIMATE # 5325

<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	5600	12	FL.VA.VAPA	70900	00000	364A	17,584.34

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: SHUTTERED VENUE OPERATIONS GRANT
Project Grant: 364A
Program Director: AUGUSTINE CHAVEZ
Program Goal: SHUTTERED VENUE MAINTENANCE

Approval Signature

Approval Signature

Approval Signature

* GONLED

L#1 PER PS HAS BEEN REC. mkn12/15/22

PO#0001119459

RCVR#0001103522

9/2/22

Baha

* ALL Lines Rcvd per Eduardo.

— No Receipt

Warranty Service. Defective media or Software may be replaced during the warranty period unless damaged by accident or misuse. WATCHFIRE'S ENTIRE LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE MEDIA OR SOFTWARE WHEN TIMELY RETURNED TO WATCHFIRE. Any replacement media or Software has the remainder of the same sixty (60) day warranty applicable to the Software and the media (if any) on which Software is provided. Warranty service for the System and the Software are expressly conditioned on Watchfire's prior receipt of all payments due under the Agreement, including the System Price. Buyer shall contact the Watchfire's Helpdesk for warranty service. Items determined defective by Watchfire will be replaced at Watchfire's option with new or like-new parts. No credit is given for such items. Watchfire will pay for outbound shipping and return ground freight for items repaired or replaced for its manufactured goods. Buyer must pay all duties and taxes for items shipped to destinations outside of the continental United States. Buyer shall pay for the installation of repaired or replaced items and updates to the Software. In the event of any delay in Watchfire's performance beyond Watchfire's reasonable control, Watchfire shall have additional reasonable time for performance. Buyer shall be responsible and pay for all maintenance services.

10-Year FCC Guarantee. This device complies with FCC Part 15 regulations for Class A devices. Operation is subject to the following two conditions: (i) the device may not cause harmful interference; and (ii) the device must accept any interference received, including interferences that may cause undesired operation. FCC regulations state that unauthorized changes or modifications to the device could void the user's authority to operate it.

In the event of a documented claim of electromagnetic interference during the System warranty period as the result of the operation of the System in accordance with Watchfire's operating instructions, Watchfire shall provide a remedy to the complaint pursuant to FCC Part 15 regulations for Class A devices in effect at the time of shipment or issue a prorated refund to Buyer. The prorated refund will be determined by dividing the original purchase price by the number of months of the System warranty period, then multiplying the result by the months remaining in the System warranty period. Partial months are rounded to the nearest whole month.

Indemnification. BUYER SHALL, AND SHALL CAUSE ITS END USER(S) TO, INDEMNIFY WATCHFIRE AND ITS AFFILIATES FOR, AND HOLD SUCH PERSONS AND ENTITIES HARMLESS FROM AND AGAINST, ANY CLAIM, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING WATCHFIRE'S ATTORNEYS' FEES) WITH RESPECT TO THE USE OF THE SOFTWARE OR SYSTEM, INCLUDING WITH RESPECT TO THE SOFTWARE OR SYSTEM INFRINGING ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY DUE TO AN IMAGE DISPLAYED ON THE SYSTEM.

Exclusions. THE WARRANTIES EXPRESSLY WRITTEN IN THE AGREEMENT (INCLUDING THESE TERMS OF SALE) ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY WATCHFIRE WITH RESPECT TO THE SYSTEM AND THE SOFTWARE AND ARE IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO WATCHFIRE AND WHETHER OR NOT THE SYSTEM OR SOFTWARE IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY WATCHFIRE FOR BUYER'S USE OR PURPOSE, AGAINST INTELLECTUAL PROPERTY INFRINGEMENT, OR OTHERWISE. The warranties in these Terms of Service or elsewhere in the Agreement do not apply if the System or Software is damaged due to improper or unreasonable use, modification, repair, service, installation, or environmental conditions or if they are reversed engineered, de-compiled or used to create derivative works. There are no express warranties for the System and the Software beyond those expressly stated herein and the entire agreement between the parties as to warranties is embodied in the Agreement (including these Terms of Sale). Neither oral statements or advice made by Watchfire's agents or employees in the selection of goods or parts used in or in conjunction with Watchfire's manufactured goods, or in the performance of warranty services, nor any verbal arrangement, nor any advertising material or statement in any brochure, catalogue, or other material furnished by Watchfire or on its behalf, nor any other oral or written term or statement not contained herein shall constitute a warranty, be relied upon by Buyer, or become a part of the agreement with respect to the System or the License. If any sample or model was shown to Buyer, such sample or model was used merely to illustrate the general type and quality of a System and Software and does not represent that the System and Software will necessarily conform to the sample or model.

Privacy Policy. See <http://www.watchfiresigns.com/privacy-policy> for details.

Miscellaneous. Should any part of these Terms of Sale be found invalid, the other parts shall remain unaffected and shall be enforceable. These Terms of Sale shall be governed by the laws of the State of Illinois. Any litigation arising out of or relating in any way to the Agreement (including these Terms of Sale) shall be exclusively in Vermilion County, in the State of Illinois or the U.S. District Court for the Central District of Illinois.

Los Rios Community College District

PURCHASE ORDER NO 0001119459

Purchasing: (916)568-3071 * FAX (916) 568-3145
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000049620
GONLED
1835 WHITTIER AVE D-12
COSTA MESA CA 92627

Phone: (855) 234-4533

email: sales@gonled.com

Date	Revision	Page
01/20/2022		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1034095 WILLIAMSM ROUILLERS	04ADMN	

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

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
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	LRCCD FLC LED RETROFIT - SCOPE OF WORK: GONLED AND ITS SUBCONTRACTOR TO FURNISH AND INSTALL (2) WATCHFIRE 16MM, 20'X9', LED EMC DISPLAYS. THESE WILL INCLUDE THE FOLLOWING PRODUCT: PRODUCT - CUSTOM SIGNAGE 16MM LED RGB PIXEL MATRIX 162 X 360 SOFTWARE WILL BE UPDATED TO IGNITE OP (PC-BASED) AND INCLUDE WEB BASED SOFTWARE TRAINING, SOFTWARE INCLUDED. STANDARD 10-YEAR PARTS WARRANTY. INCLUDES FLASHERS AND FILLERS AS NEEDED. INCLUDES DISPOSAL OF ALL MATERIALS.	1.00	LOT	160,500.54	160,500.54	02/14/2022
2- 1	LABOR IS BASED ON DAY SHIFT. CALIFORNIA PREVAILING WAGES	1.00	EA	50,523.11	50,523.11	02/14/2022
3- 1	EXTENDED WARRANTY (WIP) - ONE (2) YEAR EXTENDED WARRANTY - 2) EXISTING LED EMC DISPLAYS WITH (2) WATCHFIRE 16MM LED EMC DISPLAYS	1.00	EA	11,189.00	11,189.00	02/14/2022
4- 1	PAYMENT/PERFORMANCE BONDS 2%	1.00	EA	4,693.03	4,693.03	02/14/2022
5- 1	DEPOSIT	1.00	EA	-60,528.77	-60,528.77	02/14/2022
6- 1	CREDIT	1.00	EA	60,528.77	60,528.77	02/14/2022

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

AUTHORIZED SIGNATURE ON
PO TOTAL PAGE

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good 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

PURCHASE ORDER NO 0001119459

Purchasing: (916)568-3071 * FAX (916) 568-3145
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000049620
GONLED
1835 WHITTIER AVE D-12
COSTA MESA CA 92627

Phone: (855) 234-4533

email: sales@gonled.com

Date	Revision	Page
01/20/2022		2
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1034095 WILLIAMSM ROUILLERS	04ADMN	

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

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
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PRE-PAY DESOSIT PER INVOICE# 6687

PO PER ESTIMATE# 5246

8-12 WEEKS LEAD TIME AFTER DEPOSIT IS RECEIVED.

PC NOT INCLUDED.

GONLED AND ITS SUBCONTRACTOR TO USE EXISTING COMMUNICATION.

CCCF CONTRACT HOLDER - COLLEGE BUYS 00004707
HUBZONE CERTIFIED SMALL BUSINESS
CMAS CONTRACT # 4-12-56-0046A
SPURR LED LIGHTING CONTRACT HOLDER SMC-LED-15
TXMAS CONTRACT # 17-5608
GSA CONTRACT # GS-07F-0413Y
OC SUPERIOR COURTS FP0037
CALIFORNIA CERTIFIED SMALL BUSINESS
TAX ID 26-0396021
DNB: 806757782
CA #C3007780
DIR #1000029553
LICENSE #992263
CAGE 65AQ5

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

AUTHORIZED SIGNATURE ON
PO TOTAL PAGE

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good 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 per 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 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 \$1M, \$2M, or \$3M AGGREGATE as prescribed by DISTRICT requirements 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. LRCCD insurance requirements can be viewed on the following website www.losrios.edu/purchasing.
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 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, CONTRACTOR's 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. CONTRACTOR further represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, LRCCD will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless LRCCD from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
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.

Los Rios Community College District

PURCHASE ORDER NO 0001119459

Purchasing: (916)568-3071 * FAX (916) 568-3145
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000049620
GONLED
1835 WHITTIER AVE D-12
COSTA MESA CA 92627

Phone: (855) 234-4533

email: sales@gonled.com

Date 01/20/2022	Revision	Page 3
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Method
Reference: 1034095 WILLIAMSM ROUILLERS	Location / Dept 04ADMN	

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

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
----------	------------------	--------------	----------	--------------	----------

DIR PROJECT ID# 401900

The services offered under this purchase order are subject to prevailing wages. The District has filed form PWC-100 with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Visit DIR website to learn contractor reporting requirements.

PAYMENT & PERFORMANCE BOND# CAC720885

PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED. HOLDER IS LRCCD, 1919 SPANOS CT., SACRAMENTO, CA 95825. EMAIL TO LRCCDPURCHASE@LOSRIOS.EDU. NO HARD COPY IS REQUIRED.

Sub Total Amount	226,905.68
Sales Tax Amount	12,438.79
Total PO Amount	239,344.47

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5600	12	FL.VA.VAPA	70900	00000	364A	239,344.47	2022

0001034095CHAVEZA18-JAN-2022

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
Kim Carrillo
Digitally signed by Kim Carrillo
Date: 2022.02.25
11:14:27 -08'00'

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good 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

PURCHASE ORDER NO 0001119459

Purchasing: (916)568-3071 * FAX (916) 568-3145
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000049620
GONLED
1835 WHITTIER AVE D-12
COSTA MESA CA 92627

Phone: (855) 234-4533

email: sales@gonled.com

Date	Revision	Page
01/20/2022		4
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1034095 WILLIAMSM ROUILLERS	04ADMN	

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

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
----------	------------------	--------------	----------	--------------	----------

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.

Authorized Signature

AUTHORIZED SIGNATURE ON
PO TOTAL PAGE

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good 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 person 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 \$1M, \$2M, or \$3M AGGREGATE as prescribed by DISTRICT requirements 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. LRCCD insurance requirements can be viewed on the following website www.losrios.edu/purchasing.
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21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTOR's 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.
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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.

Requisition

Supplier: GONLED
1835 WHITTIER AVE D-12
COSTA MESA CA 92627
United States

0000049620

Phone: (855) 234-4533
email: sales@gonled.com

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

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001034095	12/23/2021	1	
Requisition Name:			
GONLED			
Requester			
Melissa Williams			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: CHADWICS 23-DEC-2021			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	LRCCD FLC LED RETROFIT - SCOPE OF WORK: GONLED AND ITS SUBCONTRACTOR TO FURNISH AND INSTALL (2) WATCHFIRE 16MM, 20'X9', LED EMC DISPLAYS. THESE WILL INCLUDE THE FOLLOWING PRODUCT - PLEASE SEE ESTIMATE FOR SPECS.	1	JOB	160,500.54	160,500.54	12/23/2021
2-1	LABOR IS BASED ON DAY SHIFT. CALIFORNIA PREVAILING WAGES	1	JOB	50,523.11	50,523.11	12/23/2021
3-1	EXTENDED WARRANTY (WIP) - ONE (2) YEAR EXTENDED WARRANTY 2) EXISTING LED EMC DISPLAYS WITH (2) WATCHFIRE 16MM LED EMC DISPLAYS	1	JOB	11,189.00	11,189.00	12/23/2021
4-1	PAYMENT/PERFORMANCE BONDS 2%	1	JOB	4,693.03	4,693.03	12/23/2021

226,905.68 Sub-total
12,438.79 Est. tax

Total Requisition Amount: 239,344.47

ESTIMATE #5246

CCCF Contract Holder & College Buys 00004707
HUBZONE Certified Small Business
CMAS Contract # 4-12-56-0046A
SPURR LED Lighting Contract Holder SMC-LED-15
TXMAS Contract # 17-5608
GSA Contract # GS-07F-0413Y
OC Superior Courts FP0037
California Certified Small Business
TAX ID 26-0396021
DNB: 806757782
CA #C3007780
DIR #1000029553
License #992263
CAGE 65AQ5

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount
GENFD	5600	12	FL.VA.VAPA	70900	00000	364A	226,905.68

Approval Signature	Approval Signature	Approval Signature
--------------------	--------------------	--------------------

Requisition

Supplier: GONLED
1835 WHITTIER AVE D-12
COSTA MESA CA 92627
United States

0000049620

Phone: (855) 234-4533
email: sales@gonled.com

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

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001034095	12/23/2021	2	
Requisition Name:			
GONLED			
Requester			
Melissa Williams			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: CHADWICS 23-DEC-2021			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
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Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: SHUTTERED VENUE OPERATORS GRANT
Project Grant: 364A
Program Director: AUGUSTINE CHAVEZ
Program Goal: SHUTTERED VENUE MAINTENANCE

Approval Signature

Approval Signature

Approval Signature



1835 Whittier Ave D-12
Costa Mesa, CA 92627

Phone # 855-234-4533

accounting@gonled.com

Fax # 866-807-0734

www.gonled.com

Estimate

Date	Estimate #
1/14/2022	5246

Name / Address
Folsom Lake College Eduardo Garza 10 College Pkwy Folsom, Ca 95630

Ship To
Folsom Lake College Eduardo Garza 10 College Pkwy Folsom, CA 95630

				Project
Item	Description	Qty	Rate	Total
LOT	Los Rios Community College District Folsom Lake College LED Retrofit Scope of work: GonLED and its subcontractor to furnish and install (2) Watchfire 16mm, 20' x 9', LED EMC displays. These will include the following product specifications: Product - Custom Signage 16mm LED RGB Pixel Matrix 162 x 360 Software will be updated to Ignite OP (PC-based) and include Web based software training, software included. Standard 10-year parts warranty. Includes flashers and fillers as needed. Includes disposal of all materials. Please note: 8-12 weeks lead time after deposit is received. PC not included. GonLED and its subcontractor to use existing communication.		160,500.54	160,500.54T
Labor	Labor is based on day shift. California Prevailing Wages.		50,523.11	50,523.11
Misc	Extended Warranty (WIP) One (2) year extended warranty		11,189.00	11,189.00
Bonding	2) existing LED EMC displays with (2) Watchfire 16mm LED EMC displays Payment/Performance Bonds 2%		4,693.03	4,693.03
		Subtotal		
Signature		Sales Tax (7.75%)		
		Total		



1835 Whittier Ave D-12
Costa Mesa, CA 92627

Phone # 855-234-4533
Fax # 866-807-0734

accounting@gonled.com
www.gonled.com

Estimate

Date	Estimate #
1/14/2022	5246

Name / Address
Folsom Lake College Eduardo Garza 10 College Pkwy Folsom, Ca 95630

Ship To
Folsom Lake College Eduardo Garza 10 College Pkwy Folsom, CA 95630

Project

Item	Description	Qty	Rate	Total
	<p>CONDITIONS AND EXCLUSIONS:</p> <p>All electrical components and labor for the above mentioned items are included in the price.</p> <p>Agreement does not cover faces, painting, cleaning, breakers, contactors, main feed wires, photo cells, time clocks, lenses, gaskets or vandalism.</p> <p>All covered items must be brought to 100% prior to commencement of maintenance agreement. YESCO will maintain and service the product(s) listed above according to the terms hereof, by furnishing the maintenance services listed below:</p> <ul style="list-style-type: none">- Replace defective L.E.D.'s- Replace defective L.E.D. Power Supplies- Maintain remote electronic display computer- Maintain host electronic display computer <p>This quote excludes the following:</p> <ul style="list-style-type: none">-Electrical engineering/ plan check fees / inspection costs. <p>NOTE:</p> <p>Standard Manufacturer Warranty Applies</p> <p>Manufacturer and Yesco Terms and Conditions Apply</p> <p>NOTE:</p> <p>If needed, please contact GonLED to process warranty claims.</p> <p>NOTE:</p> <p>Quote is valid for 3 Weeks</p>			

Signature	Subtotal
	Sales Tax (7.75%)
	Total



1835 Whittier Ave D-12
Costa Mesa, CA 92627

Phone # 855-234-4533
Fax # 866-807-0734

accounting@gonled.com
www.gonled.com

Estimate

Date	Estimate #
1/14/2022	5246

Name / Address
Folsom Lake College Eduardo Garza 10 College Pkwy Folsom, Ca 95630

Ship To
Folsom Lake College Eduardo Garza 10 College Pkwy Folsom, CA 95630

Project

Item	Description	Qty	Rate	Total
	CCCF Contract Holder - College Buys 00004707 HUBZONE Certified Small Business CMAS Contract # 4-12-56-0046A SPURR LED Lighting Contract Holder SMC-LED-15 TXMAS Contract # 17-5608 GSA Contract # GS-07F-0413Y OC Superior Courts FP0037 California Certified Small Business TAX ID 26-0396021 DNB: 806757782 CA #C3007780 DIR #1000029553 License #992263 CAGE 65AQ5			

Signature _____	Subtotal	\$226,905.68
	Sales Tax (7.75%)	\$12,438.79
	Total	\$239,344.47

Standard Terms and Conditions

1. Terms: The terms and conditions described in this document are incorporated by reference into a written estimate, quotation, proposal, agreement, order, or other transaction form ("Transaction Document") (together with these YESCO Standard Terms and Conditions, the "Agreement"), and pertain to the manufacturing, repair, service, installation, or other goods or services provided by YESCO (the "Work", "goods", and/or "services") as requested by you, the Customer, as further described in the Transaction Document. "YESCO" refers to the entity providing the Work, as identified in the applicable Transaction Document, or in the absence thereof, YESCO LLC, a Utah limited liability company, doing business in California as YESCO Signs LLC.

2. Pricing Exclusions: YESCO's pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities, including any material cost increases due to the escalation of any of these costs ("Assessments"). Assessments may be noted in the Transaction Document; however, they are only estimates. You agree to pay the actual cost for these Assessments as invoiced by YESCO. You agree to bear the risk of Assessment increases in excess of the amounts included in the Transaction Document, including increases due to changes in sales tax rates, tariff increases, or similar occurrences.

3. Payment: In the absence of specified payment terms in the Transaction Document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the Work. You agree to pay monthly payments, if any, on the first business day of each month in advance. If you choose to make payment(s) by credit card, you agree to pay a 2% surcharge on the total amount of such payment(s).

4. Inspection: You must carefully inspect the Work within ten calendar days after delivery. If the Work does not meet the written requirements as described in the Transaction Document, or if the Work has any defect in manufacture, installation, or operation, you must give YESCO written notice of the nonconformance or defect claimed within five calendar days. **ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE WORK IS ACCEPTABLE TO YOU AS DELIVERED.** If a third-party carrier delivers any goods, you must inspect the goods and promptly notify YESCO and the carrier if any damage exists before moving the goods from the place of delivery. If damage exists, you must retain the packing materials and otherwise comply with all requirements necessary to preserve all claims against the carrier. If you or your agent moves the goods before inspecting the goods, accept the goods in a damaged condition, or otherwise fail to comply with the requirements of this paragraph, YESCO shall have no responsibility for defects notwithstanding the warranty set forth below.

5. Installation: If the Work involves installation of goods, additional work beyond that contemplated in the Agreement will be required if YESCO encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, rock, utilities, or pipelines. You must compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. Further, YESCO shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstructions unless notified of them in writing prior to commencement of the Work. Absent such written notification, you agree to pay for any resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations.

6. Limited Warranty:

A. New Signs, Lighting, and other Manufactured Products. YESCO warrants that goods and services provided by YESCO (other than electronic displays and digitally-controlled lighting products) will be free from material defects in workmanship and materials for a period of one year from the date of delivery. This includes materials and factory labor. On-site labor is included only where YESCO performs the installation. Upon expiration of the one-year warranty, the goods are warranted solely in accordance with the manufacturer's separate warranty, if any. Electronic displays and digitally-controlled lighting products, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any.

B. Service and Retrofit Services. YESCO warrants that service, repair and/or lighting retrofit services will be free from material defects in workmanship for a period of 90 days from the completion of the repair, maintenance, and/or retrofit. This includes on-site labor only; any goods are warranted solely in accordance with the manufacturer's warranty, if any. YESCO's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, unless the same is caused solely by YESCO. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE. YESCO will either repair or replace, at YESCO's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranties.

7. Extended Warranty: If the Work expressly includes an extended warranty for the recurring maintenance, service, or repair of goods over a term for a one-time, up-front payment or periodic payments over term, the provisions of this paragraph will apply. So long as your payment obligations are current, and you are not in default to YESCO or any YESCO affiliate under any agreement (e.g., a lease agreement), including this Agreement, YESCO agrees to service the goods only as described in the Work. When the goods require service, you agree to notify YESCO in writing, and YESCO shall, if practicable (e.g., parts are immediately available) and unless otherwise provided in this Agreement, acknowledge the request within five business days. YESCO's extended warranty obligations are inapplicable to damage for the same exclusions set forth in the limited warranty above, unless and to the extent the same is caused by YESCO. In the event that parts or materials become unavailable or in the event the goods or any components are or become unusually difficult or unsafe to access, YESCO may cancel its extended warranty obligations with respect to the affected goods or components and your exclusive remedy is for YESCO to proportionately credit any up-front payment or proportionately credit your periodic payment for the same. In the event that service is performed by a third party without the authorization of YESCO, YESCO may, at its option, suspend or terminate its extended warranty or service obligations without any credit to any up-front payment or reduction to any periodic payment upon written notice to you.

8. Risk of Loss, Damage or Destruction; Insurance: Except to the extent of damage caused by the negligent or otherwise wrongful acts of YESCO, you bear all risk of loss or damage to any goods, including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God. Any shipments are FOB YESCO. Until your obligations are fully satisfied, at your sole cost and expense, you must insure any goods against loss or damage at least in the amount owed to YESCO for the Work, and you must name YESCO as loss payee with respect to such insurance.

9. Liens and Taxes: Until your obligations are fully satisfied, at your sole cost and expense you must maintain the Work free and clear of all levies, liens, and encumbrances. You must declare as required, and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively "Assessments"). If YESCO, at its option, pays any Assessments, you must immediately reimburse YESCO for the same.

10. Security Interest: Until your obligations are fully satisfied, you agree that the Work and related goods are YESCO's property, free of any ownership claim by you, the owner of any adjacent realty, or the creditors of either. To secure the performance of your obligations, including, without limitation your payment obligations, you grant to YESCO a security interest in the goods and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to fixtures.

11. Default: If you default in the payment of any amount when due, or fail to perform any other obligation in this Agreement after delivery of the Work or after YESCO is ready to perform the Work, whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you or any guarantor, you will, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of 1) all previously billed but unpaid amounts, and 2) all unbilled remaining amounts and other payments owed to YESCO pursuant to

any other agreement between you and YESCO or any of YESCO's affiliates. In addition, YESCO has the right to stop the Work, including, without limitation, suspending warranty obligations until YESCO is paid in full. You agree that these remedies for default are fair and reasonable compensation for the damage to YESCO resulting from your breach, and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not operate as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

12. Repossession: If you fail to make any payment when due or otherwise default in any of your obligations in this Agreement, YESCO may terminate this Agreement and may (but has no obligation to) repossess the goods or any component(s) thereof, without resort to judicial process, and without liability for trespass. YESCO's right of repossession includes the right to remove the goods, and also to disconnect or otherwise render the goods unusable. Repossession is not an acceptance of your surrender of the goods, and shall not require patching painting, touch up, etc. afterwards. YESCO's rights of termination and repossession shall be in addition to and not as an alternative to YESCO's right to its other remedies in this Agreement and any other remedy available at law or in equity.

13. Indemnification: Except to the extent of YESCO's negligence or willful misconduct, you agree to indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to the Work. The provisions of this paragraph shall survive the completion of the Work and/or the termination of the Agreement.

14. Disputes: The parties agree to use good faith efforts to resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to you, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in Salt Lake County, State of Utah. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for special, indirect, incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, you must pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

15. Possession, Transfers, and Assignment: Until your obligations herein are fully satisfied, you must keep any goods in your sole possession and control, and will not allow the goods to be modified, relocated, removed, or otherwise tampered with in any way without YESCO's prior written consent. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Work, or the real property on which any goods are located, you agree to deliver to YESCO written notice of such intention at least 30 days prior to closing. At the time of closing and with proceeds therefrom, you agree to pay to YESCO all amounts then outstanding and all unbilled remaining amounts owed to YESCO, unless YESCO has previously agreed in writing to your assignment of this Agreement. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interest in the Work, the real property upon which any goods are located, and any successor owners of interests in any of your business assets. You may transfer your interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may assign its interests, rights, and obligations in this Agreement as may be expedient to perform the Work.

16. Your Special Duties: You agree to warrant and obtain and maintain all necessary access rights (including computer access, if necessary) for YESCO to safely perform the Work on the premises for which the Work is ordered, and to disconnect, render unusable, and/or remove the Work, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. You agree to indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. The Work excludes primary-side electrical and communication wiring, service, controllers (e.g., timers and photo cells), circuit breakers, and fuses. At your own expense, you agree to furnish and maintain power lines, controllers, and data service as necessary for the performance of the goods and compliance with applicable law, and agree to install the same as designated by YESCO ready and in place for connection to the goods at the intended time of installation, if applicable. You must pay all charges for electrical and data service, if required. You agree to provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the goods will be installed, or which will be utilized by YESCO in the installation or access thereof, if applicable. You agree to advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to you properly securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

You agree to bear all permitting and other compliance costs and risks pertaining to federal, state, or local laws, regulations, and ordinances or authoritative interpretations that relate to the placement, configuration, operation, and use of the goods and services. You acknowledge that outdoor advertising laws generally prohibit advertisements that are not the principal business, products, services, or activities where the advertisement is located. You agree to be solely responsible for the procurement of outdoor advertising permits (if desired) and compliance with outdoor advertising laws. You acknowledge and agree that your rights, whether arising under contract, permit from a land use authority, or otherwise, to install or operate the Work may be or become subject to revocation, limitation, suspension, condemnation, modification, restriction, or adverse interpretation by judicial, governmental agency, or other third party action. Upon the occurrence and during the pendency of any such event, you will not be released from your payment obligations under this Agreement.

17. Miscellaneous Provisions:

A. No statement made by YESCO's account executive(s) will be binding on YESCO unless incorporated in this Agreement in writing. Although the Agreement may be signed by YESCO's account executive(s), the Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement by providing a written signature evidencing such acceptance on the applicable Transaction Document.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of 18% percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay due to strike, labor dispute, breakage, fire, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond YESCO's reasonable control.

D. YESCO shall not be responsible for radio or television interference, nor for the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance.

E. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

F. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.

G. Except for original works created by you or your agents, all designs, animations, or other advertising content (collectively, "Content") provided by YESCO is the sole property of YESCO. You warrant that you have the full legal right to use any original works created by you and delivered to YESCO by you for your use. You are granted a non-exclusive, non-transferable license to use the YESCO-owned Content for so long as you operate your business. You agree to not create derivative works of the YESCO-owned Content. YESCO may reject any request for Content that YESCO determines may reflect adversely on the character, integrity, or standing of any person or business.

This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.



1835 Whittier Ave D-12
Costa Mesa, CA 92627

Phone # 855-234-4533

accounting@gonled.com

Fax # 866-807-0734

www.gonled.com

Date	Invoice #
1/20/2022	6687

Bill To
Los Rios Community College District 1919 Spanos Court Sacramento, CA 95825

Ship To
Folsom Lake College Eduardo Garza 10 College Parkway Folsom, CA 95630

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
FLC	Due on receipt	JS	1/20/2022			Folsom Lake College
Quantity	Item Code	Description			Price Each	Amount
0.35	LOT	Los Rios Community College District Folsom Lake College LED Retrofit Scope of work: GonLED and its subcontractor to furnish and install (2) Watchfire 16mm, 20' x 9', LED EMC displays. These will include the following product specifications: Product - Custom Signage 16mm LED RGB Pixel Matrix 162 x 360 Software will be updated to Ignite OP (PC-based) and include Web based software training, software included. Standard 10-year parts warranty. Includes flashers and fillers as needed. Includes disposal of all materials. Please note: 8-12 weeks lead time after deposit is received. PC not included. GonLED and its subcontractor to use existing communication.			160,500.54	56,175.19T
0	Labor	Labor is based on day shift. California Prevailing Wages.			50,523.11	0.00
0	Misc	Extended Warranty (WIP) One (2) year extended warranty 2) existing LED EMC displays with (2) Watchfire 16mm LED EMC displays			11,189.00	0.00
0	Bonding	Payment/Performance Bonds 2%			4,693.03	0.00
TAX ID 26-0396021 DUNS 806757782					Total	

Payments/Credits

Balance Due



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Ship To
Folsom Lake College Eduardo Garza 10 College Parkway Folsom, CA 95630

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
FLC	Due on receipt	JS	1/20/2022			Folsom Lake College
Quantity	Item Code	Description			Price Each	Amount
		<p>CONDITIONS AND EXCLUSIONS:</p> <p>All electrical components and labor for the above mentioned items are included in the price.</p> <p>Agreement does not cover faces, painting, cleaning, breakers, contactors, main feed wires, photo cells, time clocks, lenses, gaskets or vandalism.</p> <p>All covered items must be brought to 100% prior to commencement of maintenance agreement. YESCO will maintain and service the product(s) listed above according to the terms hereof, by furnishing the maintenance services listed below:</p> <ul style="list-style-type: none">- Replace defective L.E.D. 's- Replace defective L.E.D. Power Supplies- Maintain remote electronic display computer- Maintain host electronic display computer <p>This quote excludes the following:</p> <ul style="list-style-type: none">-Electrical engineering/ plan check fees / inspection costs. <p>NOTE:</p> <p>Standard Manufacturer Warranty Applies</p> <p>Manufacturer and Yesco Terms and Conditions Apply</p> <p>NOTE:</p> <p>If needed, please contact GonLED to process warranty claims.</p> <p>NOTE:</p> <p>Quote is valid for 3 Weeks</p>				
TAX ID 26-0396021 DUNS 806757782					Total	

Payments/Credits

Balance Due



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Date	Invoice #
1/20/2022	6687

Bill To
Los Rios Community College District 1919 Spanos Court Sacramento, CA 95825

Ship To
Folsom Lake College Eduardo Garza 10 College Parkway Folsom, CA 95630

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
FLC	Due on receipt	JS	1/20/2022			Folsom Lake College	
Quantity	Item Code	Description				Price Each	Amount
		CCCCF Contract Holder - College Buys 00004707 HUBZONE Certified Small Business CMAS Contract # 4-12-56-0046A SPURR LED Lighting Contract Holder SMC-LED-15 TXMAS Contract # 17-5608 GSA Contract # GS-07F-0413Y OC Superior Courts FP0037 California Certified Small Business TAX ID 26-0396021 DNB: 806757782 CA #C3007780 DIR #1000029553 License #992263 CAGE 65AQ5 2021 Sales Tax Folsom				7.75%	4,353.58
PAID							
CHECK #:		00094824686					
DATE:		2/25/22					
AMOUNT:		60528.77					
VOUCHER#:		00618923					
TAX ID 26-0396021 DUNS 806757782						Total	\$60,528.77

Signature _____

* GONLED

L#1 PER PS HAS BEEN REC. mkn12/15/22

PO#0001119459

RCVR#0001103522

9/2/22

Baha

* ALL Lines Rcvd per Eduardo.

— No Receipt