

Los Rios Community College District

PURCHASE ORDER NO 1121013B

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: 0000003938
NICK'S CUSTOM GOLF CARTS
3190 PARK RD
BENICIA CA 94510

Phone: (800) 552-0606
Fax: (707) 747-1870

email: adam@nicksgolfcarts.com

Date	Revision	Page
05/23/2022		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1035933 WILLIAMSM CARRILLOK CARRILLO	RILLOPH OPS	

Ship To: LRCCD FACILITIES MANAGEMENT
3753 BRADVIEW DRIVE
SACRAMENTO CA 95827
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	2 CLUB CAR - NEW CARRYALL 300 . ELECTRIC: W/ IQ SYSTEM, WHITE COWL, GRAY SEAT, TIRE 6-PLY RATED - 20X10-10, 12V POWERPOINT, STANDARD FRONT SUSPENSION, TWO WHEEL BRAKES, HALOGEN HEADLIGHTS, CHARGER, 9' DC CORD, HEAVY DUTY 8V BATTERIES HOUR METER	1.00 LOT	18,389.70	18,389.70	05/23/2022
2- 1	CA 300 INCOMING FREIGHT	1.00 EA	1,644.00	1,644.00	05/23/2022
3- 1	2 CARGO BOX INCLUDES TAILGATE TETHER	1.00 LOT	1,688.00	1,688.00	05/23/2022
4- 1	2 TAIL LIGHTS, BRAKE LIGHTS AND HORN	1.00 LOT	492.00	492.00	05/23/2022
5- 1	2 CANOPY, WHITE, BEIGE OR BLACK, FRONT SEATS ONLY(SHORT TOP)	1.00 LOT	1,004.00	1,004.00	05/23/2022
6- 1	2 WINDSHIELD, HINGED, CA300/500/700	1.00 LOT	364.00	364.00	05/23/2022
7- 1	VEHICLE PREP	1.00 EA	450.00	450.00	05/23/2022
8- 1	LOCAL VEHICLE DELIVERY	1.00 LOT	210.00	210.00	05/23/2022
9- 1	ADD 72 AH LITHIUM BATTERIES	1.00 LOT	5,600.00	5,600.00	05/23/2022
10- 1	TAX	1.00 LOT	2,311.05	2,311.05	05/23/2022
11- 1	HEAVY DUTY 2" 2 REAR RECEIVER	1.00 LOT	238.00	238.00	05/23/2022
12- 1	CLUB CAR VEHICLE COMMODITY SURCHARGE. IN THE EVENT COMMODITY PRICES DECLINE AND STABILIZE CLUB CAR WILL REMOVE THE SURCHARGE.	1.00 LOT	400.00	400.00	05/23/2022

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

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.

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5/23/22 KC REOPENED 1121013A FOR \$32,790.75 DUE TO INTERNAL PS ERROR

Sub Total Amount	32,790.75
Sales Tax Amount	0.00
Total PO Amount	32,790.75

BU	Acct	Fd	Org	Proj	Sub	Proj	Amount	BYear
GENFD	6490	11	FL.VA.PROJ	60100	00000	101E	4,350.42	2022
GENFD	6490	12	FL.VA.OFFC	60100	00000	384B	28,440.33	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.

From: [Carrillo, Kim](#)
To: [Taylor, Jennifer](#)
Cc: [Kristoff, Debra](#); [Haney, Brenda](#)
Subject: reopened PO 1121013B Nicks Custom (ticket 16730)
Date: Monday, May 23, 2022 12:41:49 PM
Attachments: [image001.png](#)
[1121013B NICKS CUSTOM reopened for internal.PDF](#)

Hi Jen – PS glitched on PO 1121013A causing campus PS reporting errors (see original request below).

I've reopened & attached unsigned PO attached for reference. It was not distributed to vendor & does not need to be.

Have a good day.

Kim

Purchasing Supervisor

M-F 8 AM – 4:30 PM

DO Purchasing

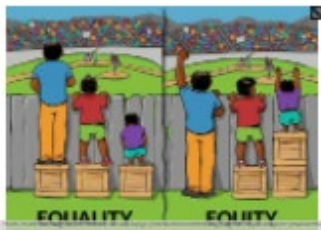


Photo credit: Interaction Institute for Social Change (interactioninstitute.org) / Artist: Angus Maguire (madewithangus.com)

From: Duresky, David <dureskd@losrios.edu>
Sent: Monday, May 23, 2022 10:50 AM
To: Carrillo, Kim <CarrilK@losrios.edu>
Cc: PS-FinApps <PS-FinApps@losrios.edu>
Subject: RE: Ticket 16730 Problems with _ FLC Open PO Receiving Report _
LR_FLC_RECV_OPEN_PO_QRY

Kim,

I have looked at the data and found that the issue seems to be with one purchase order. The PO ID that is causing the problem is 1121013A. For that PO, there are multiple entries with the same line number and distribution line number and that duplicate data is causing the program to fail. I am attaching the spreadsheet that shows all the data that is causing the problem hoping that it will help you in resolving the problem with the data.

From what I can tell by looking at all the other data, it seems that you can have multiple entries for the same PO ID, but cannot have the same data for a business unit, PO ID, line number, and distribution line number. If all four of those are the same, there will be a failure in the program. If there is something different with these duplicate lines that could help us filter out, please let me

know.

I hope this information helps in resolving the data error.

Thank you,
Dave

From: Velez, Cindy <velezc@losrios.edu>
Sent: Monday, May 23, 2022 9:45 AM
To: Haney, Brenda <haneyb@losrios.edu>; Thiessen, Levi <ThiessL@flc.losrios.edu>; Ndiaye, Ababacar <NdiayeA@flc.losrios.edu>
Cc: Carrillo, Kim <CarrilK@losrios.edu>; DO - IT Help Desk <help@losrios.edu>; PS-FinApps <PS-FinApps@losrios.edu>
Subject: FW: Ticket 16730 Problems with _ FLC Open PO Receiving Report _
LR_FLC_RECV_OPEN_PO_QRY
Importance: High

Hello ~

Thank you for reporting this issue. We are working on it now. There is an error in the program that populates the custom table LR_OPEN_PO_TBL (LRAPP018). This is affecting the reports for all campuses.

We hope to have it resolved today.

Cindy

Cindy Velez

IT Application System Supervisor

velezc@losrios.edu | Ph: 916.568.3173

From: DO - IT Help Desk <help@losrios.edu>
Sent: Monday, May 23, 2022 9:16 AM
To: Haney, Brenda <haneyb@losrios.edu>; Thiessen, Levi <ThiessL@flc.losrios.edu>; Ndiaye, Ababacar <NdiayeA@flc.losrios.edu>; FS Analyst Support <FSAnalystSupport@losrios.edu>
Subject: Ticket 16730 Problems with _ FLC Open PO Receiving Report _
LR_FLC_RECV_OPEN_PO_QRY
Importance: High

Ticket 16730 entered.

LRCCD IT Help Desk
<http://hd.losrios.edu>
916-568-3012, option 5

From: Haney, Brenda <haneyb@losrios.edu>

Sent: Monday, May 23, 2022 8:46 AM

To: DO - IT Help Desk <help@losrios.edu>

Cc: Thiessen, Levi <ThiessL@flc.losrios.edu>; Ndiaye, Ababacar <NdiayeA@flc.losrios.edu>

Subject: Problems with _ FLC Open PO Receiving Report _ LR_FLC_RECV_OPEN_PO_QRY

Importance: High

Hello Help Desk -

Today - Campus has reported that the FLC Receiving Open PO Reports:

LR_FLC_RECV_OPEN_PO_QRY are coming through formatted incorrectly and some are blank (or not populating the lines/cells of data). This has been happening since the _May 18th report and after.

This report is used Daily by campus Receiving as guide to match incoming shipments to correct PO for Online Receiving . We do have many Open POs pending online receivers – so these reports should have updated data on them each day.

Can you help troubleshoot what is causing this, and restore this Report Query back to the format it was prior to this problem.

REPORT QUERY NAME: LR_FLC_RECV_OPEN_PO_QRY -

I have attached Reports #1789611 (this one opens from May 18th and #1791788 (this one format is off, cannot resize columns) and from May 23rd (this one appears blank - no data)

Thank you,

Brenda Haney, Purchasing / Buyer III

Los Rios Community College District 1919 Spanos Ct., Sacramento, CA 95825

☎ 916-568-3072 **Fax:** 916.568.3145 | ✉ haneyb@losrios.edu

Current Hours: Mon-Thurs 7:00 – 6:00 PM

-----Original Message-----

From: noreply1@losrios.edu <noreply1@losrios.edu>

Sent: Sunday, May 22, 2022 5:05 AM

To: DO - IT Operations <DO-Operations@losrios.edu>; Williams, Melissa <WilliaM@flc.losrios.edu>;

Thiessen, Levi <ThiessL@flc.losrios.edu>; Ndiaye, Ababacar <NdiayeA@flc.losrios.edu>

Subject: Today's FLC Open Purchasing Receiving Report

Please see attached the FLC Open Purchasing Receiving Report, that was generated this morning.

Los Rios Community College District

PURCHASE ORDER NO 0001121013

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LRCCDpurchase@losrios.edu

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

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NICK'S CUSTOM GOLF CARTS
4325 DOMINQUEZ RD, SUITE B
ROCKLIN CA 95677

Phone: (916) 625-9164
Fax: (916) 625-9209

email: Adam@nicksgolfcarts.com

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4- 1	TAIL LIGHTS, BRAKE LIGHTS AND HORN	2.00 EA	204.18	408.36	05/06/2022
5- 1	CANOPY, WHITE, BEIGE OR BLACK, FRONT SEATS ONLY(SHORT TOP)	2.00 EA	416.66	833.32	05/06/2022
6- 1	WINDSHIELD, HINGED, CA300/500/700	2.00 EA	151.06	302.12	05/06/2022
7- 1	VEHICLE PREP	1.00 LOT	900.00	900.00	05/06/2022
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9- 1	ADD 72 AH LITHIUM BATTERIES	2.00 EA	2,800.00	5,600.00	05/06/2022
10- 1	7.75% TAX	1.00 EA	1,972.57	1,972.57	05/06/2022

QUOTE DATED 4/26/22

"NICK'S" TO CONTACT VINCE MONTOYA AT 916.275.8525 TO SCHEDULE DELIVERY

PO SENT TO VENDOR, M WILLIAMS (FLC) & V MONTOYA (FM), D TURNER (RISK);

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email: Adam@nicksgolfcarts.com

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Sub Total Amount	28,535.11
Sales Tax Amount	0.00
Total PO Amount	28,535.11

<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	6490	12	FL.VA.OFFC	60100	00000	384B	28,535.11	2022

0001035933CHAVEZA20-APR-2022

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NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1035933 WILLIAMSM CARRILLOK	04FLCGRND MAINT	

Ship To: LRCCD FACILITIES MANAGEMENT
3753 BRADVIEW DRIVE
SACRAMENTO CA 95827
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	CLUB CAR - NEW CARRYALL 300 ELECTRIC: W/ IQ SYSTEM, WHITE COWL, GRAY SEAT, TIRE 6-PLY RATED - 20X10-10, 12V POWERPOINT, STANDARD FRONT SUSPENSION, TWO WHEEL BRAKES, HALOGEN HEADLIGHTS, CHARGER, 9' DC CORD, HEAVY DUTY 8V BATTERIES HOUR METER.	2.00 EA	7,631.85	15,263.70	05/06/2022
2- 1	CA 300 INCOMING FREIGHT	1.00 LOT	1,644.00	1,644.00	05/06/2022
3- 1	CARGO BOX INCLUDES TAILGATE TETHER	2.00 EA	700.52	1,401.04	05/06/2022
4- 1	TAIL LIGHTS, BRAKE LIGHTS AND HORN	2.00 EA	204.18	408.36	05/06/2022
5- 1	CANOPY, WHITE, BEIGE OR BLACK, FRONT SEATS ONLY(SHORT TOP)	2.00 EA	416.66	833.32	05/06/2022
6- 1	WINDSHIELD, HINGED, CA300/500/700	2.00 EA	151.06	302.12	05/06/2022
7- 1	VEHICLE PREP	1.00 LOT	900.00	900.00	05/06/2022
8- 1	LOCAL VEHICLE DELIVERY	1.00 LOT	210.00	210.00	05/06/2022
9- 1	ADD 72 AH LITHIUM BATTERIES	2.00 EA	2,800.00	5,600.00	05/06/2022
10- 1	7.75% TAX	1.00 EA	1,972.57	1,972.57	05/06/2022

QUOTE DATED 4/26/22

"NICK'S" TO CONTACT VINCE MONTOYA AT 916.275.8525 TO SCHEDULE DELIVERY

PO SENT TO VENDOR, M WILLIAMS (FLC) & V MONTOYA (FM), D TURNER (RISK);

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.

Unauthorized

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.

Requisition

Supplier: NICK'S CUSTOM GOLF CARTS 0000003938
5340 GATEWAY PLAZA DR.
BENICIA CA 94510
United States

Phone: (707) 747-5508
email:

Ship To: 3753 BRADVIEW DRIVE
SACRAMENTO CA 95827-9703

Business Unit: GENFD OPEN	
Req ID: 0001035933	Date: 04/12/2022
Page 1	
Requisition Name: NICK'S CUSTOM GOLF CARS	
Requester: Melissa Williams	Bldg#: MAINT
Requester Signature	
Buyer: Brenda Haney	
Approved:	
Entered By: CHADWICS 12-APR-2022	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	CLUB CAR - NEW CARRYALL 300 ELECTRIC: W/ IQ SYSTEM, WHITE COWL, GRAY SEAT, TIRE 6-PLY RATED - 20X10-10, 12V POWERPOINT, STANDARD FRONT SUSPENSION, TWO WHEEL BRAKES, HALOGEN HEADLIGHTS, CHARGER, 9' DC CORD, HEAVY DUTY 8V BATTERIES HOUR METER.	2	EA	7,631.85	15,263.70	04/12/2022
ASSET DEPT:	MAINT	LOCATION:	FLC	CATEGORY:	VEHIC	2 PROFILE: VEHIC
2-1	CA 300 INCOMING FREIGHT	1	EA	1,644.00	1,644.00	04/12/2022
ASSET DEPT:	MAINT	LOCATION:	FLC	CATEGORY:	FRT	1 PROFILE: EQP:FEES
3-1	CARGO BOX INCLUDES TAILGATE TETHER	2	EA	700.52	1,401.04	04/12/2022
ASSET DEPT:	MAINT	LOCATION:	FLC	CATEGORY:	VEHIC	2 PROFILE: VEHIC
4-1	TAIL LIGHTS, BRAKE LIGHTS AND HORN	2	EA	204.18	408.36	04/12/2022
ASSET DEPT:	MAINT	LOCATION:	FLC	CATEGORY:	VEHIC	2 PROFILE: VEHIC
5-1	CANOPY, WHITE, BEIGE OR BLACK, FRONT SEATS ONLY(SHORT TOP)	2	EA	416.66	833.32	04/12/2022
ASSET DEPT:	MAINT	LOCATION:	FLC	CATEGORY:	VEHIC	2 PROFILE: VEHIC
6-1	WINDSHIELD, HINGED, CA300/500/700	2	EA	151.06	302.12	04/12/2022
ASSET DEPT:	MAINT	LOCATION:	FLC	CATEGORY:	VEHIC	2 PROFILE: VEHIC
7-1	VEHICLE PREP	1	EA	900.00	900.00	04/12/2022
ASSET DEPT:	MAINT	LOCATION:	FLC	CATEGORY:	VEHIC	1 PROFILE: VEHIC:FEES
8-1	LOCAL VEHICLE DELIVERY	1	EA	210.00	210.00	04/12/2022
ASSET DEPT:	MAINT	LOCATION:	FLC	CATEGORY:	VEHIC	1 PROFILE: VEHIC:FEES
9-1	ADD 72 AH LITHIUM BATTERIES	2	EA	2,800.00	5,600.00	04/12/2022
ASSET DEPT:	MAINT	LOCATION:	FLC	CATEGORY:	VEHIC	2 PROFILE: VEHIC

26,562.54 Sub-total
1,845.16 Est. tax

Total Requisition Amount: 28,407.70

Approval Signature	Approval Signature	Approval Signature
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Requisition

Supplier: NICK'S CUSTOM GOLF CARTS
5340 GATEWAY PLAZA DR.
BENICIA CA 94510
United States

0000003938

Phone: (707) 747-5508
email:

Ship To: 3753 BRADVIEW DRIVE
SACRAMENTO CA 95827-9703

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001035933	04/12/2022	2	
Requisition Name:			
NICK'S CUSTOM GOLF CARS			
Requester		Bldg#	
Melissa Williams		MAINT	
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: CHADWICS 12-APR-2022			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
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QUOTE #6618

FM SPECIFICATION MET.

RAYMOND WEST

EMAIL QUOTE ATTACHED. UNFORTUNATELY VENDOR DOES NOT HAVE MAKE AND MODEL WE ARE LOOKING FOR PER FM SPECIFICATIONS.

GILCHRIST GOLF CARS

EMAIL ATTACHED AND UNFORTUNATELY, VENDOR DOES NOT HAVE THE MAKE AND MODEL WE ARE LOOKING FOR PER FM SPECIFICATIONS.

<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	6490	12	FL.VA.OFFC	60100	00000	384B	26,562.54

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: HEERF FUND
Project Grant: 384B
Program Director: AUGUSTINE CHAVEZ
Program Goal: TO BE UTILIZED FOR OUTDOOR FOR REOPENING THE CAMPUS

Approval Signature

Approval Signature

Approval Signature

Status: Quote

Quote #: 6618

Invoice Date:

Print Date: 3/22/2022

**Fresno Location**3430 W Ashlan Ave
(559) 224-8000**Benicia Location**5340 Gateway Plaza
(707) 747-5508
nicksgolfcarts.com**Rocklin Location**4325 Dominguez Rd
(916) 625-9164**BILLING ADDRESS**Richard Stevens
Los Rios Community College District
1919 Spanos Ct
Sacramento, CA 95825
9162067864**SHIP ADDRESS**Richard Stevens
Los Rios Community College District
1919 Spanos Ct
Sacramento, CA 95825
9162067864

Sales Rep	Terms	Tax Code	Customer PO	Permit Number	Sales Type	Ship Date
3 - Adam Dixon	NET30	Sacramento			Unit Sales	3/22/2022

Qty	OEM Code	Item Description	Bin Location	Sell	Your Price	Amount
2.00	CLUB CAR	New Carryall 300 Electric: w/ IQ System White Cowl Gray Seat Tire 6-ply rated - 20x10-10 12V Powerpoint Standard Front Suspension Two wheel brakes Halogen Headlights Charger, 9' DC Cord Heavy Duty 8V Batteries Hour Meter		9,195.00	7,631.85	15,263.70
2.00	UNASSIGNED	CA 300 Incoming Freight		822.00	822.00	1,644.00
2.00	UNASSIGNED	Cargo Box includes Tailgate Tether		844.00	700.52	1,401.04
2.00	UNASSIGNED	Tail Lights, Brake Lights and Horn		246.00	204.18	408.36
2.00	UNASSIGNED	Canopy, White, Beige or Black, Front Seats Only(Short Top)		502.00	416.66	833.32
2.00	UNASSIGNED	Windshield, Hinged, CA300/500/700		182.00	151.06	302.12
2.00		Vehicle Prep		450.00	450.00	900.00
2.00		Local Vehicle Delivery		105.00	105.00	210.00
2.00	UNASSIGNED	Add 72 AH Lithium Batteries		2,800.00	2,800.00	5,600.00
1.00		OMNIA Partners Contract Pricing		0.00	0.00	0.00

Invoice Payments

Type	Amount	Date
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Terms:

No returns on electrical items.

15% restocking fee on parts.

No returns after 14 days.

No returns on special order items.

Quote valid for 30 days from origin.

PLEASE REMIT PAYMENT TO: 5340 Gateway Plaza Drive, Benicia, CA 94510

Tracking No. **YOU SAVED: \$3,729.46****Total Invoice**

Item:	25,452.54
Fee:	0.00
Labor:	1,110.00
Kit:	0.00
Unit:	0.00
Misc:	0.00

Subtotal: 26,562.54**Ship by UPS - UNITED PAR:** 0.00

NT 0.0000

Sacramento 2227.0973

Total Due: 28,789.64

Total Paid: 0.00

Balance Due: 28,789.64

From: [Teri Vonasek](#)
To: [Williams, Melissa](#)
Subject: Re: Quote Request
Date: Tuesday, March 22, 2022 10:35:45 AM
Attachments: [image003.jpg](#)
[image004.png](#)
[image005.png](#)
[Outlook-3ecmarwm.png](#)

CAUTION: This email originated from outside of Los Rios. Do not click links or open attachments unless you recognize the sender and know the content is safe. **To mark the message as SPAM, right click the message, select "Junk" , and then select "Block Sender".**

Good morning Melissa,

We do not have any new Club Car or EZGO carts. We are a used Club Car dealer and a new Yamaha dealer.

If you would like a quote for either of those, let me know.

Thanks!

Respectfully,

Teri Vonasek
VP of Operations
Gilchrist Golf Cars, Inc.
Authorized Club Car LSV Dealer
Authorized Yamaha Dealer
Office: (916) 652-9078
www.GilchristGolfCars.com



From: Williams, Melissa <WilliaM@flc.losrios.edu>
Sent: Monday, March 21, 2022 5:03 PM
To: Teri Vonasek <teriv@gilchristgolfcars.com>
Subject: RE: Quote Request

Hello Teri,

I am looking for two electric golf carts, a Club Car or E-Z-Gos, for my maintenance staff on campus. I would need them both to be two seater with a cargo box in the back.

Would you be able to provide me with a quote for these? I would prefer that they are both new, but I am open to lightly used if that helps.

Thank you.



Melissa Williams | Director of Administrative Services

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

p. 916-608-6588 | f. 916-608-6746 | William@flc.losrios.edu | www.flc.losrios.edu

From: Teri Vonasek <teriv@gilchristgolfcars.com>

Sent: Wednesday, February 2, 2022 3:15 PM

To: Chadwick, Sera <ChadwiS@flc.losrios.edu>

Cc: Williams, Melissa <WilliaM@flc.losrios.edu>

Subject: Re: Quote Request

CAUTION: This email originated from outside of Los Rios. Do not click links or open attachments unless you recognize the sender and know the content is safe. **To mark the message as SPAM, right click the message, select "Junk", and then select "Block Sender".**

Good afternoon,

We currently do not have 2 new carts in stock. We will be getting more throughout the year, but that date is unknown.

Respectfully,

Teri Vonasek
VP of Operations
Gilchrist Golf Cars, Inc.
Authorized Club Car LSV Dealer
Authorized Yamaha Dealer
Office: (916) 652-9078
www.GilchristGolfCars.com



From: Chadwick, Sera <ChadwiS@flc.losrios.edu>

Sent: Wednesday, February 2, 2022 11:01 AM

To: Teri Vonasek <teriv@gilchristgolfcars.com>

Cc: Williams, Melissa <WilliaM@flc.losrios.edu>

Subject: Quote Request

Hello Teri,

Can you please provide me with a quote for two brand new Electric Club Carts. Please include in the quote the following add-on specs:

Fold down windshield
Tail lights, brake lights and horn
Canopy, front seats only, white
Cargo box includes tailgate tether

Please let me know if there is anything you need from me.

Thank you,

Sera Chadwick
FLC Operations
PH: (916)608-6602
chadwis@flc.losrios.edu
10 College Parkway
Folsom, CA 95630



From: [Jeff Skaggs](#)
To: [Williams, Melissa](#)
Subject: 2-Seater Golf/Utility Carts
Date: Tuesday, March 22, 2022 10:31:13 AM
Attachments: [IMG_3776.jpg](#)
[IMG_3777.jpg](#)
[IMG_3778.jpg](#)
[IMG_3779.jpg](#)
[IMG_3780.jpg](#)
[image001.png](#)
[image003.png](#)
[image005.png](#)
[image007.png](#)
[image009.png](#)
[image011.png](#)
[image013.png](#)
[C20S.jpg](#)

CAUTION: This email originated from outside of Los Rios. Do not click links or open attachments unless you recognize the sender and know the content is safe. **To mark the message as SPAM, right click the message, select "Junk" , and then select "Block Sender".**

Hi Melissa,

Columbia has recently paused the production of the Journeyman vehicles; however, I may be able to get ahold of one Journeyman 2X as you inquired about. (I will let you know for sure as soon as my co-worker lets me know whether his customer is going to purchase the unit or not) The Journeyman is the only vehicle within the product brochure I left for you that has been paused. All other units I currently have either for sale or for Demo at our Sacramento location.

To fill in the void of the very popular 2-seater carts we have become the Commercial Dealer in Northern CA of the CruiseCar Golf/Utility cart line. www.cruisecarinc.com

I have attached one photo for you and below are more pics of our Cruise Car line. All the carts we sell are all-electric 48Volt AC. All have 2 yr. warranties and come with 1 full year of service maintenance that Raymond techs will perform 3-4 visits per year at your location. This ensures that everyone who operates units are safe and the full warranty can apply throughout the term.

As you scroll down through the pictures below, the first pic is the C20U 2-seater electric golf/utility cart with 5 ft cargo lift bed. The last picture is the C20S 2-seater unit with cargo box.

Pricing is as follows:

C20S- 2-seater Golf/Utility cart with cargo box: \$9,985.00 (includes shipping) + 1 yr. of free scheduled maintenance.

C20U- 2-seater Golf/Utility cart with 5 ft. lift/dump cargo bed \$12,850.00 (includes shipping) + 1 yr. of free scheduled maintenance.

Journeyman 2X- Golf/Utility cart with cargo box: \$12,985.00 (includes shipping) + 1 yr. of free scheduled

maintenance.

Please let me know if you have any questions at all or would like to demo any of these units. The Journeyman I am referring to is at our Oregon location currently so I do not have immediate access to that unit.

Hope to hear from you real soon.

Respectfully,

JEFF SKAGGS

Regional Commercial Product Manager

v: 916.928.1400 | **c:** 916.217.5952

e: jeff.skaggs@raymondwest.com

w: www.raymondwest.com

