

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

VENDOF	<b>(</b> :	O Date:	Date Required:  Requisition #				
		Ordered By:		Requisit	ion #		
		SHIP TO:		E PARKWAY	E RECEIVING		
	$\epsilon$	BILL TO:	FOLSOM LAKE COLLEGE ATTN: BUSINESS SERVICES 10 COLLEGE PARKWAY FOLSOM, CA 95630 e to: FLC-BSOPurchasing@flc.losric				
		Payment Ter	ms: NET 30	<u> </u>			
Line #	Item/Description	QTY	UOM	PO Price	Extended Amount		
LIIIC #	itemy Description	QII	OOIVI	FOFFICE	Amount		
	Shipping/Handling (taxable)						
INSTRUCTIONS: PLEASE BE ADVISED THAT FOLSOM LAKE COLLEGE RECEIVING HOURS ARE CURRENTLY MONDAY THROUGH THURSDAY 10AM - 1PM UNTIL FURTHER		State Tax %		Subtotal State Tax Shipping O Amount			
Direct al	nents, invoices, and correspondence MUST be identified I deliveries and delivery documents to SHIP TO address I correspondence and invoices to the BILL TO address MENT will be made without an invoice	with purchas	se order nur	mber			

Authorized Signature

Date

#### LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College
PURCHASE ORDER TERMS AND CONDITIONS

FUNCHASE 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.

FOB POINT AND FREIGHT CHARGES: Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.

PATENT INDEMNITY: The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented

invention, article or appliance furnished or used in connection with the contract or purchase order.

 TAXES: Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.

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 LRCD, its trustees; officers, agents, employees and volunteers; from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.

14. TERMINATION: LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.

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

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

17. CA LABOR CODE: Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.

NOTICE: Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on
the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.

19. INSURANCE: CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.

DISQUALIFIED EMPLOYEES: CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on

LRCCD property.

21. WORK AUTHORIZATION: Prior to LRCCD's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for

ensuring they are in possession of the appropriate visa.

22. WARRANTY: CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/ or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.



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

## **CAMPUS-BASED REQUISITION**

	_										
DATE VENDOR				REQ. # CBF							
										_	
ADDRESS						(circle one)			NO		
CITY			_	P.O. # CE	3F						
STATEZIP_			_	DATE REQUIRED							
ITEM	DESCF	RIPTION				QTY	UNIT	UI	NIT PRICE	TOTAL	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10									Sub-Total		
All payments are mail									Sales Tax		
additional paperwork would like included or									Freight		
is a 30 character limit	•	-		•					TOTAL		
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Account Name	Bus Unit	Account		Fund	Depa	artment	Program	Clas	s Project	Amount	
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Account Name	Bus Unit	Account		Fund	Depa	artment	Program	Clas	s Project	Amount	
				Business Services Use Only							
AUTHORIZED	Club Officer/Requestor		-	Budget C	hecked	i			Vendor ID		
	Oldo Ollicel/Itequestor			Voucher :	#				Date		
APPROVEDFaculty Advisor/Administrator			-	Warrant # Da			Date				
	Duity Advisor/Administra			vvariant <del>f</del>	<u>'</u>		_				

WHITE-YELLOW-PINK: BUSINESS OFFICE GOLDENROD: ORIGINATOR Rev. 10/14



Quote Number: 101 Quote Date: 04/14/2023

Email Address: fandeksets@gmail.com Contact Number: 909-632-6805

**Quote Prepared by:** Brian Frank

**Quote Prepared for:** Folsom Lake College

#### PRICE DESCRIPTION

PRICE DESCRIPTION	IV			
ITEM	QUANTITY	UNIT PRICE	-	TOTAL
Team Set	50	\$25.00		\$1250.00
	00	\$0.00		\$0.00
	Subtotal			\$1250
	Тах			\$90.62
	Total			\$1340.62

#### **TERMS AND CONDITIONS**

• On the acceptance of quote invoice will be issued.

# LRCCD VENDOR APPLICATION

Return signed completed form to Purchasing via email: Irccdpurchase@losnios.edu.

			NAME:	Brian Frank				
NAME OF FIRM		FEDERAL IDII OR SOCIAL SECURITY II						
FanDek	566	566/59/8091						
	ng John way ado Hills, CA 95762	REM	IT ADDRESS (i	f different)				
PHONE 909-632-6	8805 FAX		EMAIL	fandeksets(	@gmail.com			
WEBSITE				ORGANIZATION/R (Check all the				
			V	Individual				
AUTHORIZED Name	Title/Capacity	NTATIVES Email		Partnership				
Brian Frank	Owner	fandeksets@gma	ul.com	Non Profit				
				Corporation (Lis	t State Incorporated)			
			Is bus	iness registered in th	e State of California?			
					Yes No			
PROVIDE LIST OF	COMMODITIES, EQU	IPMENT, SUPPLIE	ES and/or SER	VICES	NAICS/COMMODITY CODE			
Baseball Card	Team Sets							
1/2								
VENDOR CERT	TELEGRAPHON .		OTVERB	USINESS INFORMATI	ON			
I certify that all statements coll understand that this information for evaluating my request to receipurchases. I understand that being	stained herein are correct.  I will be used as a basis we bid invitations for placed on the qualified	Payment Ter		Discounts E				
wendor bid list does not in any way my firm by Los Rios, nor does it re bonds and insurances as required, any known or potential conflicts business and Los Rios, Lunderst	represent an endorsement of lieve my firm of providing. I further agree to disclose of interest relating to my and the requirements for	Refund/Retu	irns	1	I lie la			
fulfilling and invoicing orders. I ful eggal goportunity employer.	rther certify this firm is an	Kin	4/1	Olem	4/15/33			
INITIALS		SIGN	IATURE	TITL	t DAIL			

# Form W-9

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not

(New Department of the Treasury Internal Revenue Service Go to www.irs.gov/FormW9 for institute Tall Processing Control of the		nuctions and the latest	send to the IRS.									
200000000000000000000000000000000000000		our income tax return). Name is required on this line; do				4						
	Brian Frank											
	2 Business name/disregarded entity name, if different from above											
	FanDek											
page 3.	3 Check appropriate be following seven boxe	certain e	4 Examptions (codes apply only to certain entities, not individuals; see instructions on page 3):									
ons on	Individual/sole pro single-member LL	Exempt payee code (if any)										
불행	Limited liability on											
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of 8s owner.							Exemption from FATCA reporting code (if any)				
ect	Other (see instruc	(Agrodine to			f outsides	the USU						
	5 Address (number, str	eet, and apt. or suite no.) See instructions.	T P	equester's name	and addre	ss loptic	maij					
See	987 King John Wa	ıy										
~ [	6 City, state, and ZIP of	ode										
	El Dorado Hills C.	A 95762										
	7 List account number	s) here (optional)										
Par	Taxpayer	Identification Number (TIN)										
nter y	your TIN in the appro-	priate box. The TIN provided must match the nam	ne given on line 1 to avoi	Section and Control of the Control o	curity nua	ntver						
acku	p withholding. For inc	fividuals, this is generally your social security nun	nber (SSN), However, for			9		3 0	9			
esidei atitie	nt allen, sole propriet s. 4 is vour emolover	or, or disregarded entity, see the instructions for l identification number (日N). If you do not have a r	number, see How to get a		6 - 5	, ,	- '	3 0	l Y			
7N, la		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Of								
łote:	If the account is in m	ore than one name, see the instructions for line 1	. Also see What Name ar	ed Employe	Employer identification number							
Vumb	er To Give the Reque	ster for guidelines on whose number to enter.						T				
Parl	III Certifica	tion										
Under	penalties of perjury.	I certify that:										
2.1 an Ser	n not subject to back vice (IRS) that I am si	iis form is my correct taxpayer identification numi up withholding because; (a) I am exempt from ba- ubject to backup withholding as a result of a failui kup withholding; and	ckup withholding, or (b) I	have not been	notified t	y the l	nterna					
		er U.S. person (defined below); and										
		red on this form (if any) indicating that I am exem	ot from FATCA reporting	is correct.								
you ha	ave failed to report all i sition or abandonment	You must cross out item 2 above if you have been in interest and dividends on your tax return. For real es of secured property, cancellation of debt, contribut ends, you are not required to sign the certification, to	state transactions, item 2 of ions to an individual retire	does not apply, i ment arrangeme	or mortg nt (IRA), s	age inti ind gen	erest ; terally	oaid, , payn	nents			
Sign Here		Bri Lol	a	ate + 4/1	4/2	3						
Ge	neral Instru	ctions	Form 1099-DIV (div funds)	idends, includir	g those f	rom st	ocks (	or mu	tual			
noted	1.	he Internal Revenue Code unless otherwise	Form 1099-MISC (v proceeds)	rarious types of	income,	prizes,	awan	ds, or	gross			
relate	ed to Form W-9 and it	r the latest information about developments a instructions, such as legislation enacted on to www.irs.con/FormW9	Form 1099-B (stoci transactions by broken		l sales an	id certa	iin ott	her'				
after they were published, go to www.irs.gov/FormW9.			Form 1099-S (proceeds from real estate transactions)									
Pur	pose of Form		• Form 1099-K (merc	hant card and !	hird party	netwo	nk tra	insacl	tions)			
inform	nation return with the	m W-9 requester) who is required to file an IRS must obtain your correct taxpayer	Form 1098 (home r 1098-T (tuition)		st), 1098-	E (stud	ient lo	eaurn igraf	lerest)			
IDent	incation number (TIN)	which may be your social security number identification number (ITIN), adoption	Form 1099-C (canceled debt)     Form 1099-A (acquisition or abandonment of secured property)									
taxpa	ayer identification nur	nber (ATIN), or employer identification number										
(EIN), amou	, to report on an infor unt reportable on an i	mation return the amount paid to you, or other riformation return. Examples of information	Use Form W-9 only alien), to provide you	r correct TIN.								
	m 1099-INT (interest	it limited to, the following. earned or paid)	If you do not return Form W-9 to the requester with a TIN, you migh be subject to backup withholding. See What is backup withholding,									