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: 0000012924

LEXIS NEXIS MATTHEW BENDER 9443 N SPRINGBORO PIKE MIAMISBURG OH 45342

Phone: (800) 833-9844 **Fax:** (800) 828-8341

email:

PURCHASE ORDER NO 0001127497

Date	Revision	Page
05/08/202	23	1
Payment To	erms Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:		Location / Dept
1043139 MI	ESAC HANEYB	04CYPH144

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	MATTHEW BENDER STANDARD CALIFORNIA CODES: PENAL CODE WITH EVIDENCE CODE PRINT BOOK:1 VOLUME, HARDBOUND 2023 HARDBOUND EDITION ISBN: 9781663342980	8.00 EA	150.10	1,200.80	05/27/2023
2- 1	SHIPPING FEE	1.00EA	116.07	116.07	05/27/2023

QUOTE Sent by Linda Steinmetz 4/27/2023 ACCT# 0099450267

EMAIL PO TO: linda.steinmetz@lexisnexis.com 1-937-247-3629 1-800-223-5297 OPT_2

Sub Total Amount	1,316.87
Sales Tax Amount	93.06
Total PO Amount	1,409.93

ΒU <u>Acct</u> <u>Fd</u> <u>Org</u> Sub Proj <u>Amount</u> **BYear** <u>Prog</u> GENED 4300 12 FL.VI.VTEA 21050 00000 700P 1,409.93 2023

0001043139MCKECHND27-APR-2023

Verification of this purchase order can be made using the Los Rios Community College District web site listed below.

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

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 0001127497

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

Accounting Ops: (916)568-3065 * FAX (916) 286-3636

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Date	Revision	Page
05/08/2023		2
Payment Ter	ms Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:		Location / Dept
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10 COLLEGE PARKWAY FOLSOM CA 95630-6798

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1919 Spanos Court Sacramento CA 95825-3981

United States

Tax Exempt? N

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

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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Authorized Signature

AUTHORIZED SIGNATURE ON PO TOTAL PAGE

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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 INDEMNTIY: 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
- 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 debanilent or declared ineligible for award of contracts by any Federal, State or local Agency.

Requisition

Supplier: LEXIS NEXIS MATTHEW BENDER

9443 N SPRINGBORO PIKE MIAMISBURG OH 45342

United States

Phone: (800) 833-9844

email:

Ship To: RECEIVING

10 COLLEGE PARKWAY

FOLSOM CA 95630-6798

0000012924

Fax: (800) 828-8341

Business Unit: GENFD OPEN
Reg ID: Date

 Req ID:
 Date
 Page

 0001043139
 04/26/2023
 1

Requisition Name:
Lexis Nexis-ADMJ-CM
Requester

Colleen Mesa
Requester Signature

Buyer: Brenda Haney

Approved:

Entered By: MESAC 26-APR-2023

Line-Schd	Description	Quantity	/ UOM	Price	Extended Amt Due Date
1-1	MATTHEW BENDER STANDARD CALIFORNIA CODES: PENAL CODE WITH EVIDENCE CODE PRINT BOOK:1 VOLUME, HARDBOUND 2023 HARDBOUND EDITION ISBN: 9781663342980	8	EA	158.00	1,264.00
2-1	SHIPPING FEE	1	EA	116.07	116.07

1,380.07 Sub-total 106.96 Est. tax

Total Requisition Amount: 1,487.03

CART PDF- https://store.lexisnexis.com/

<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>1,380.07</u>

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: Lottery Project Grant: 700P

Program Director: Monica Pactol

Program Goal: Student success & support

Approval Signature	Approval Signature	Approval Signature



For internal use:
Confirming Order Copy
QuotePricing valid until 04/30/2023

Date: **04/27/2023** Order Number:

LexisNexis Bill Group #:

Sales Rep Name: Steinmetz, Linda K Sales Rep Phone #: (+1) 937 247 3629

Sales Rep#: 82Q Source Code: I

AGREEMENT AND	ORDER FORM
Pavisad November	2016

Matthew Bender® 9443 Springboro Pike Miamisburg, OH 45342 (800) 833-9844 Fax (800) 828-8341

	Rush Ord	er/Date Needed: No	
Ship To Account Information:	Account Information Change]	
Name: Folsom Lake College	☐ Tax Exempt		
	PO Required		
Attn: Colleen Mesa			
Street: 10 College Pkwy			
City, State, Zip, Country: Folsom, CA 95630, USA			
Bill To Account Information (if different than the ship to): Name:	☐ Account Information Change☐ Tax Exempt☐ PO Required		
Contact:			
Street:			
City, State, Zip, Country: Phone:	Fax:		
	rax.	J	
attornove in the firm or	nt # or check ☐ New Account	Enter Offline Bill to Account #(if different than ship to)	Purchase Order#
department. 0099450267			
mesac@flc.losrios. Text to appear on the invoice	edu		
Qty ISBN Term Sub Ord Type Typ Product Description	iption # of User Fees Unit Price AddI Users	Disc. Promo SBO OTP Auto # Release Auto Ship	ep cost Total Price
3e (Hardbo	ode 202 0 \$0.00 \$158.00 bund)	5.00% Ship/Bill Y Only	\$0.00 \$1,200.80
Product Text			
Sub = Subscription For types of subscriptions and related options and let	ter codes, see clauses 1 and 2		Subtotal: USD 1,200.80
below.			Tax 0.00%: 0.00
OTP = One time purchase only. NOT applicable for any Service Period.	Service Titles offering a 12 month		** Grand Total: USD 1,200.80
DISC = Discount		** Shipping and Handling Fees and taxes will be adde	d to the Grand Total.

1 of 2 4/27/2023, 9:32 AM

1) "S" Service Subscription

- Price includes product and Updates published during the indicated service period (minimum 30 days) at no additional charge except tax, shipping and handling where applicable. Renewal options include
- a) "S/AR" Service Subscription with Automatic Renewal If you select this option your subscription will be automatically renewed without any action on your part. Notification that the subscription is due to be renewed, and the price of renewal, will be sent to you 60 days prior to renewal. Estimated prior-year prices and update frequency are shown with the description of each title.
- b)"S/N" Service Subscription with Notification Notification that the subscription is due to be renewed, and the price of renewal, will be sent to you 60 days prior to renewal. If you fail to act, you subscription will be canceled.

2) "NS" Non-Service Subscription

- Price includes product only, plus any Updates published within 30 days of purchase or as otherwise indicated. Subscription options include:
- a) "NS/AS" Non-Service Subscription with Automatic Shipments If you select this option you will receive and be billed for future Updates outside of the 30-day period without any action on your part. Estimated prior year prices and update frequency are shown with the description of each title. Non-Service Electronic Publications will be updated via automatic shipment to you, or by LN either pushing the Update to you electronically or notifying you that an Update is available for download.

 b) "NS/N" Non-Service Subscription with Notification - Notification that an update has been
- published and the price of the update will be sent to you. If you fail to act, you will not receive the update.

- **3) Additional pricing information for subscriptions:** a) Unless otherwise indicated, pricing (including any grand total, retail price, and other pricing), does not include tax or shipping and handling, which will be charged and due at the then current rates. We will arrange for an external third party to take responsibility for shipping. Shipping and handling amounts will be invoiced separately and will be included in your final invoiced amount. If you have chosen a monthly billing option, shipping and handling charges will be prorated over the term of the subscription and billed
- b) Advertised prices are subject to change without notice.
- c) By placing an order, you agree you have been advised of the number of Updates and the cost related to the Updates that were made to the Publications last year. Renewal and Update price estimates are based on prior year costs and do not reflect actual costs associated with future renewal and Updates, which will likely include an increase over prior year's subscription price. The number of Updates and the upkeep costs may vary due to developments in the law and other publishing issues, but you may use this as a rough estimate of future shipments. You may call Support at 800-833-9844 for additional information on Update frequency

4) Cancellation and Return Information:

a) You may cancel any subscription at any time by calling Customer Support at 800.833.9844; by mailing (postage paid) written notice of cancellation to us at LexisNexis Matthew Bender Attn: Customer Support, 9443 Springboro Pike, Miamisburg, Ohio 45342; or by email to https://support.lexisnexis.com/print. If you cancel a Subscription on any component of a product bundle or multi-media subscription, you will not be eligible for any of the discounts offered in connection with such order. You will receive a supplemental invoice for the remaining components of the product bundle or multi-media subscription order at their list

b) Shipments must be returned within 30 days of receipt, at your expense, for full credit of the purchase price, less shipping and handling fees and any other discount credits. All returns must be returned unused in the same condition as received. A copy of the invoice received with the shipment should be included with your return. A return shipping label is not provided. You can send your return to the following address:

Cenveo Hurlock Attn LN Returns Dept 4810 Williamsburg Rd Hurlock, MD 21643

- c) If you cancel a Service Subscription between 31 and 60 days after the invoice date and you return the product at your expense, you will receive a 5/6th credit of the price for the annual subscription. To receive any credit, you must return all product(s) shipped during the applicable subscription period at your expense within the applicable cancellation period listed above.
- d) If you return a Non-Service Subscription at your expense within 30 days of shipment, you will receive full credit for the purchase price. No credit will be given for returns more than 30 days after shipment. Return of a shipment, other than the initial purchase, will not cancel your subscription.
- e) No credit will be given more than 60 days after the invoice date for shipments to the 48 contiguous United States. However, this period is expanded to 90 days after the invoice date for orders shipped to Canada, and 120 days after the invoice date for orders shipped to the Virgin Islands, Puerto Rico, Hawaii, Alaska, and Non-US shipments.
- f) All eBooks, CDs, downloadable content, and software purchases are non-cancellable, nonrefundable and nonreturnable. Additionally, notwithstanding anything to the contrary (other than Service or Non-Service Subscriptions), any items marked or identified at the time of sale as non-returnable, final sale, or the like, regardless of format, media, or type of purchaser (e.g., non-Reseller or Reseller), are non-cancellable, nonrefundable and nonreturnable
- g) For any returns, a 20% restocking fee may be charged.
- h) International and Book Store Sales. Bookstores may return overstock of new, unmarked, and undamaged books in the original packaging within 6 months of the date of the original invoice and receive a refund. A copy of the original invoice must be included with the return. Shipping and handling fees are not refundable, and additional shipping and handling fees must be paid on returns. LN reserves the right to require preauthorization for returns and refunds if, in its sole determination, it believes a Reseller is not complying with or is abusing this return policy. All returned materials must be received in undamaged and resalable condition at the Reseller's cost. LN will not pay for return shipping. Please see https://www.lexisnexis.com/en-us/terms/publications-services-agreement.page for full International and Book Store Sale policies.

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Some prices reflected in this Order may be contingent on you maintaining all of your existing subscriptions and accounts with LN and its affiliates; if any such existing business is cancelled by you, LN may modify such prices to reduce or eliminate any related discounts.

I have been given information about the different types of subscriptions available, including the ability to make a one-time purchase, and for each publication ordered I was provided the number of releases and upkeep cost based on the most recent experience for that publication. I understand, accept and have the authority to sign this Order. This Order is subject to acceptance by LN, which acceptance shall be evidenced by providing you with access to a Publication Service.

Signature ²

Authorized Representative ("You" or "Your")

Printed Name :

Bar Assoc. Name & Number: N/A

2 of 2 4/27/2023, 9:32 AM



Checkout

ORDER REVIEW



Matthew Bender Standard California Codes: Penal Code with Evidence

Code

 $\overline{\;\;\;\;}$ Print Book: 1 volume, hardbound

Quantity: 8

Subtotal \$1,264.00

\$158.00

1 items \$1,264.00 Shipping details \$116.07 (Standard)

Total \$1,380.07

Tax if applicable will be applied to your final invoice.

Edit cart

EMAIL ADDRESS

mesac@flc.losrios.edu

Edit email address ?

SHIPPING & BILLING DETAILS

SHIPPING DETAILS

Colleen Mesa Folsom Lake College FLC-Receiving 10 College Parkway Folsom

1 of 3 4/26/2023, 1:06 PM

California, 95630 US Phone: 916-608-6422

BILLING DETAILS

Brenda Haney Los Rios Community College Purchasing-Brenda Haney 1919 Spanos Court Sacramento California, 95825 US

Phone: 916-568-3071

Change shipping & billing details

Crean	Card Payment
portal to c	ew your order summary and then click "Confirm order". You will be directed to a secure payment omplete your purchase. When you are finished you will be automatically returned back to a on page on our site.
PURCHAS	E ORDER
_	anization requires you to enter a PO number to complete this purchase, then enter PO number aces or special characters
Purchase (order number [*]
Purchase o	order number -
?	Read and Accept the <u>Terms & Conditions</u> before submitting order

2 of 3 4/26/2023, 1:06 PM