

## **PURCHASE ORDER # CBF-**

VENDOR:		O Date: Ordered By:	Date Required: Requisition #			
		SHIP TO:	FOLSOM LAKE COLLEGE RECEIVING 10 COLLEGE PARKWAY FOLSOM, CA 95630  FOLSOM LAKE COLLEGE ATTN: BUSINESS SERVICES 10 COLLEGE PARKWAY FOLSOM, CA 95630 et to: FLC-BSOPurchasing@flc.losrios.edu rms: NET 30			
		BILL TO: email invoice Payment Ter				
	,				Extended	
Line #	Item/Description	QTY	UOM	PO Price	Amount	
	Shipping/Handling (taxable)					
INSTRUCTIONS:		State Tax %		Subtotal State Tax Shipping O Amount		
Direct al	nents, invoices, and correspondence MUST be identified II deliveries and delivery documents to SHIP TO address II correspondence and invoices to the BILL TO address MENT will be made without an invoice	with purcha	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 LRCCD, its trustees; officers, agents, employees and volunteers; from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.

- 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.

8. 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				REQ. # CBF							
VENDOR										_	
ADDRESS						(circle one)			NO		
CITY			_	P.O. # CE	3F						
STATEZIP				DATE RE	QUIRE	ED					
ITEM	DESCF	RIPTION				QTY	UNIT	UI	NIT PRICE	TOTAL	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10							Sub-Total				
		similar to bill pay). No forms or					Sales Tax				
				e is any comment or notation you nthe area provided below. There				Freight			
is a 30 character limit.				•					TOTAL		
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Account Name	Bus Unit	Account		Fund	Depa	artment	Program	Clas	s Project	Amount	
				_//_			<u> </u>	_/	/	\$	
Account Name	Bus Unit	Account		Fund	Depa	artment	Program	Clas	s Project	Amount	
				Business Services Use Only							
AUTHORIZEDClub Officer/Requestor			-	Budget Checked				Vendor ID			
·				Voucher #							
APPROVEDFaculty Advisor/Administrator			-				Date				
Faculty Advisor/Administrator				Warrant #			Date				

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



Association Member Benefits Advisors, LLC.
In CA dba Assn. Member Benefits & Insurance
Agency
P.O. Box 14576
Proliability, powered by AMBA
Des Moines, IA 50306-3576
Phone: 1-800-375-2764

December 9, 2022

Folsom Lake College 10 College Parkway Folsom, CA 95630

RE: Student Blanket Professional Liability Program

Dear Dr. Christopher Morris:

Thank you for your interest in our Student Blanket Professional Liability Insurance Program. For your review, we are pleased to present the following personalized quotation on behalf of Liberty Insurance Underwriters Inc..

In order to bind your coverage, we must receive all of the items listed below **and** in Section 3 by the quotation expiration date.

1. Signed Quotation/Authorization to Bind (attached).

2. Payment in full – either by check payable to Mercer Consumer or by credit card.

We appreciate the opportunity to assist you with this important coverage and look forward to your response. If you have questions, please contact our office.

Sincerely,

Brad J. Feller

Principal | CA License #0M07073

**AMBA** 

Phone: 1-800-375-2764 Fax: 212-948-1509

**Enclosures: Quotation** 

**LEWL** 

CA License #0196562

In CA dba Assn. Member Benefits & Insurance Agency

# QUOTATION

### STUDENT BLANKET PROFESSIONAL LIABILITY INSURANCE

Offered by Association Member Benefits Advisors, LLC. In CA dba Assn. Member Benefits & Insurance Agency.

Underwritten by Liberty Insurance Underwriters Inc..

Section 1. Quote Information for Client Number: 814125  Named Insured: The Students of Folsom Lake College  Proposed Policy Period: 01/01/2023 to 01/01/2024  Date of Quotation: 12/09/2022 Quotation Expiration: 01/06/2023  Limits of Liability: \$1,000,000 Per Occurrence/\$3,000,000 Aggregate	Annual Amount
Annual or Multi-Year Premium:	\$3,725.00
State/County/Local Fees (if applicable):	\$0.00
Risk Purchasing Group Fee *	\$5.00
Total Annual Amount Due Mercer Consumer Commission: 40%	\$3,730.00

\*Risk Purchasing Group membership fees are used to pay for expenses related to the management and administration of the RPG, including but not limited to state filings and registrations, as well as the creation of risk management and risk avoidance education materials provided to RPG members. The RPG has entered into an administrative services agreement with an affiliate of Marsh & McLennan for the management and administration of the RPG, and the RPG fees will be used to pay that company for the administrative services it provides to and on behalf of the RPG. Please note that the Risk Purchasing Group membership fee is subject to change based on the effective date of your policy.

# Section 2. This quote is subject to the review and acceptability of the following requested information:

- 1. A limited amount of General Liability coverage is available within the student blanket policy for no additional premium if specific criteria are met. If General Liability has already been approved and added to your policy, please disregard as the coverage will continue. If General Liability has not been added and you would like to include coverage, please check below and provide us with a copy of the Certificate of Insurance for your school's General Liability coverage OR state universities may provide confirmation the applicant is included under a State Tort Claims Act.

  \_\_\_\_\_\_\_Please include GL Coverage. I am providing the additional information required.
- 2. Sign and date the Authorization to Bind (below).
- 3. Submit appropriate payment by check or provide credit card information. (See **Section 5** for payment options and invoice.)

payment options and invoice.)
Section 3. Authorization to Bind:
You are authorized to place insurance on my/our behalf as <b>shown</b> above. I/We certify that the
application and any supporting documents submitted remains unchanged since its original
completion, and there are no claims, circumstances or regulatory matters as would be reportable on
the application that have occurred since the application was originally signed and submitted.
are approached that the specific are approached was originally signed and basinition.
X / YMINW / / W
Physical Signature Date

### Section 4. Policy Forms and Endorsements for Client Number

HCPL-2025 (01/14) Specified Medical Professional Liability - Occurrence Insurance Policy

HCPL-2038 (11/09) Nuclear Energy Liability Exclusion Endo

HCPL-8101 HIPAA (04/14)

HCPL-8020 Covered Occupations Endorsement (12/10)

HCPL-8328 Definition of Claim (2/15)

HCPL-2025D (11/09) Declarations - Specified Medical Professional Liability Occurrence Insurance Policy

HCPL-2157 (11/09) Student Blanket Endorsement including School and its Faculty Members as Additional Insureds

HCPL-2025-9000 CA (11/09) - California Amendatory Endorsement

OFAC (08/09) U.S. Economic and Trade Sanctions Endorsement

HCPL-8318 Intraoperative Neurophysiological Monitoring (01/15)

HCPL-8325 Sexual Abuse Sublimit and Exclusion (02/15)

**Please Note**: This quote is for an **Occurrence based policy form**. As such, this policy does not provide coverage for any professional services you rendered or should have rendered prior to the effective date we bind coverage on your behalf. If your expiring coverage is on a Claims-Made policy form, we recommend you speak to your agent or carrier regarding the purchase of an Extended Reporting Period endorsement (tail coverage).

To review the applicable policy form, you may download it at our website: https://www.proliability.com/lp/plpolicyforms/index.html

### Section 5.

### INVOICE

December 9, 2022

Re: Student Blanket Professional Liability Insurance

Client #: 814125

Dept: Professional Liability Due Date: 01/06/2023

Effective Date	Limits of Liability	Amount
01/01/2023 *	\$1,000,000 / \$3,000,000	\$3,730.00
Total Premium:		\$3,730.00
		\$0.00
Amount Paid		
Balance Due (Includes RPG**)		\$3,730.00

<sup>\*</sup>Coverage for 75 class I students, 50 class II students

Please submit a copy of this invoice with your payment. Payment options are shown below.

**Payment Option 1.** Return this form along with your check made payable to Mercer Consumer. Your check can be mailed to:

Regular Address: Mercer Consumer PO Box 14576 Des Moines, IA 50306-3576 Overnight Address:
Mercer Consumer
12421 Meredith Drive
Urbandale, IA 50398

Payment Option 2. If you choose to pay by credit card, visit <a href="https://mercersecure.mercer.com/emailweb/createToken?client=110">https://mercersecure.mercer.com/emailweb/createToken?client=110</a> to enter your credit card information and upload this form\*.

\*Submission of your credit card information to Mercer does not constitute receipt of payment or approval or binding of coverage by the insurer. Any coverage is subject to the terms and conditions of the insurance policy issued by the insurer.

Payment will be processed upon review and acceptance of your submission.

\*Please do not attempt to email or fax your credit card information as these methods are less secure and will not be accepted.

<sup>\*\*</sup>Risk Purchasing Group membership fees are used to pay for expenses related to the management and administration of the RPG, including but not limited to state filings and registrations, as well as the creation of risk management and risk avoidance education materials provided to RPG members. The RPG has entered into an administrative services agreement with an affiliate of Marsh & McLennan for the management and administration of the RPG, and the RPG fees will be used to pay that company for the administrative services it provides to and on behalf of the RPG. Please note that the Risk Purchasing Group membership fee is subject to change based on the effective date of your policy.

### Mercer Consumer Insurance Compensation & Disclosure

In this transaction, Mercer Consumer, a service of Mercer Health & Benefits Administration LLC, is acting as the exclusive insurance agent and program manager for Liberty Insurance Underwriters Inc. (Insurer) for this type of coverage, and not as your insurance broker. As the agent for Insurer, Mercer Consumer may provide these services: enrollments, ongoing servicing, billing, marketing, customer administrative and claim servicing and communications.

In accordance with industry custom, we are compensated through commissions that are calculated as a percentage of the insurance premiums charged by insurers. We may also receive additional monetary and nonmonetary compensation from insurers or from other insurance intermediaries, which may be contingent upon such factors as volume, growth or retention of business. This compensation may include payment from insurers for marketing- related expenses or investments in technology. Our compensation may vary depending on the type of insurance purchased and the insurer selected. We will provide you additional information about our compensation upon your request.

You may obtain this information by referring to <a href="https://www.personal-plans.com/disclosure">https://www.personal-plans.com/disclosure</a> and entering the security code o3975329 or call us at 1-888-206-5088 for specific details.

To review the applicable Liberty policy form, you may download it at our website: <a href="https://www.proliability.com/lp/plpolicyforms/index.html">https://www.proliability.com/lp/plpolicyforms/index.html</a>. Once you have been approved for coverage, you will also receive a complete packet of your policy documents.

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