

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

**PURCHASE ORDER NO
DUPLICATE**

0001054166

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS
AND CONDITIONS.

Date	Revision	Page
11/09/2009		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:		
752049 COMINS KARNITZK		

Vendor: 0000028257
OHLONE COLLEGE
39399 CHERRY ST
NEWARK CA 94560

Ship To: SACRAMENTO CITY COLLEGE
RECEIVING
3835 FREEPORT BLVD
SACRAMENTO CA 95822-1388
United States

Bill To: 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	IMPLEMENT MODULAR PC CLASSES FOR THE KAISER PERMANENTE RESPONSIVE WORKER TRAINING GRANT PER ENCLOSED DETAIL	1.00	EA	31,240.00	31,240.00	11/09/2009

PAYABLE UPON CLASS COMPLETION BY INVOICE. SERVICE TO BEGIN OCTOBER 15, 2009 AND BE COMPLETED BY JUNE 30, 2010.

C/O GAIL CARLI, DEAN HEALTH SCIENCES & ENV. STUDIES
510-742-3101

510-742-3180

12/15/09 510-660-6030

FAXED
3/12-15-09

Sub Total Amount
Sales Tax Amount
Total PO Amount

31,240.00
0.00
31,240.00

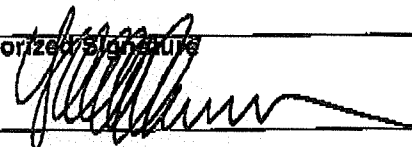
BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	Year
GENFD	5100	12	SC.VI.ALMT	12000	00000	450X	31,240.00	2010

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povolidation>

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 goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods 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.

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. **SELLER'S INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain: Purchase order number and 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 vendor or person furnishing the supplies or services. Every invoice shall be properly itemized.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact the LRCCD Purchasing agent at the phone number indicated on the front of this document.
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 "Send invoices in duplicate to" address.
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 the LRCCD unless expressly included and itemized in the order. Unless otherwise shown on this Purchase Order, on "FOB Shipping Point" transactions, vendor 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, vendor on request of LRCCD shall at vendor'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 vendor 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 vendor for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **LRCCD IS AN 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. **VENDORS NOTE:** All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
14. The Vendor shall indemnify, defend and save harmless the LRCCD, its officers, agents and employees from any and all claims and losses allegedly accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all alleged claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Vendor in the performance of this contract.
15. LRCCD may terminate this agreement and be relieved of the payment of any consideration to Vendor should Vendor 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 Vendor under this agreement and the balance if any, shall be paid the Vendor upon demand.
16. Without the written consent of LRCCD, this agreement is not assignable by Vendor either in whole or in part.
17. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
18. For Public Works Projects, Vendor must comply with Public Contract Code.
19. Pursuant to Section 1700, and following, of the California Labor Code, 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 Los Rios Community College District, 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.
20. **NOTICE TO CONTRACTORS/VENDORS:** 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 Purchasing Department at (916) 568-3071
21. **INSURANCE:** Contractor shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Comprehensive General Liability, Auto liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000. The District shall be named as an additional insured on Contractor's policies. The contractor shall provide a certificate of insurance. The certificate shall state that the District will be given 30 days notice of any material change or cancellation in coverage.
22. **BILLING:** If the LRCCD has not received billing for product or services within a one year period the District will not be held responsible for satisfying the debt.
23. Contractor shall ensure that persons who perform services on District or College 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.
24. If the District determines that any person employed by contractor to work on District or College property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, contractor shall cause that employee to be removed from working on District or College Property immediately, and that person shall not be employed again on District property.
25. Contractor shall ensure that persons who perform services on District or College 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.

Requisition Number: 752049
 Detail Services

Item	Instruction	Fee	Sub-Total	Number of Class	Cost
Hours		16 \$ 150	\$ 2,400	6	\$ 14,400
Lab Asst		16 \$ 65	\$ 1,040	6	\$ 6,240
PC Lab/course		\$ 2,000	\$ 2,000	5	\$ 10,000
Workbook Dup/class		\$ 100	\$ 100	6	\$ 600
				total	\$ 31,240

Planned	Fremont - Ohlone College	1/13/2010	2/3/2010	Ohlone
Planned	Fremont - Ohlone	1/9/2010	1/30/2010	Ohlone
Planned	Fremont - Ohlone	1/9/2010	1/30/2010	Ohlone
Planned	Fremont - Union City KPIT Lab	1/13/2010	2/3/2010	Ohlone
Planned	Fremont - Ohlone	2/6/2010	2/27/2010	Ohlone
Planned	Fremont - Ohlone	3/8/2010	3/27/2010	Ohlone