

PURCHASE ORDER



CITY OF CARSON

701 E. CARSON STREET, P.O. BOX 6234, CARSON, CA. 90749

Telephone: 310/830-7600

Fax: 310/518-2874

PURCHASING DIVISION

PEID

119125

No. P43719
R050773

THIS NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING DOCUMENTS AND PACKAGES.

DATE 07/01/13
COM.DEV./EMP.DE

TO: WORLD MUSIC COMMISSION

SHIP TO: SEE BELOW

633 WEST 5TH STREET

28TH FLOOR

LOS ANGELES, CA 90071

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	LOT	<p>PROVIDE TRAINING FOR NINETY (90) SUMMER YOUTH EMPLOYMENT PROGRAM PARTICIPANTS ON JULY 2, 2013 FROM 9:00 A.M. TO 1:00 P.M. AT THE JUANITA MILLENDER-MCDONALD COMMUNITY CENTER AS DELINEATED BELOW:</p> <p>* BLUEPRINT FOR WORKPLACE SUCCESS TRAINING, OVERVIEW, 1-HOUR.</p> <p>* TIME MANAGEMENT CLASS WITH EXERCISES AND LAB, 1-HOUR.</p> <p>* EFFECTIVE COMMUNICATION TOOLS AND TECHNIQUES FOR EMPLOYMENT RETENTION, 1-HOUR.</p> <p>* STUDENT PARTICIPATION AND ASSESSMENTS THROUGH DRESS FOR SUCCESS, 1-HOUR.</p> <p>* DRESS FOR SUCCESS IC PRESENTATION BY MARINELLO SCHOOL OF BEAUTY, ON THE TOPIC OF PROFESSIONAL HAIR CARE MANAGEMENT, 15-MINUTES. MANNEQUINS WILL BE USED AS TEACHING TOOLS AND FREE HAIR CUT CERTIFICATES WILL BE PROVIDED</p> <p>* * CONTINUED ON NEXT PAGE * *</p> <p>PLEASE MAIL INVOICES IN DUPLICATE TO ACCOUNTS PAYABLE</p>	400.00	400.00
DISCOUNT TERMS		F.O.B.	SHIP VIA	REQUIRED DELIVERY DATE	QUOTED BY

SEE REVERSE SIDE FOR "TERMS AND CONDITIONS" WHICH ARE PART OF THIS ORDER

SPECIAL INSTRUCTIONS

- DO NOT SUBSTITUTE UNLESS AUTHORIZED BY PURCHASING DIVISION.
- IF PROMISED DELIVERY DATE CANNOT BE MET, NOTIFY PURCHASING DIVISION AT ONCE.
- WE RESERVE THE RIGHT TO CANCEL ANY PORTION OF THIS ORDER IF NOT FILLED WITHIN THE TIME SPECIFIED.
- WE RESERVE THE RIGHT TO CORRECT TYPOGRAPHICAL AND ARITHMETICAL ERRORS.
- ALL ORDERS WILL BE F.O.B. DESTINATION IF NOT OTHERWISE SPECIFIED.
- ACCEPTANCE OF THIS ORDER INCLUDES AGREEMENT BY SELLER TO PRICES, DELIVERY INSTRUCTION, TERMS, AND CONDITIONS STATED HEREIN.
- IT IS ESSENTIAL THAT THE ACKNOWLEDGMENT COPY OF THIS ORDER BE SIGNED AND RETURNED WITHIN SEVEN DAYS OR PRIOR TO SHIPMENT, WHICHEVER IS SOONER, FOR ORDERS OVER \$100.00.

NOTICE

ITEMS SUBJECT TO FEDERAL EXCISE TAXES MUST BE SHOWN ON INVOICE AS FOLLOWS:
 A) GROSS PRICE, INCLUDING FEDERAL EXCISE TAXES.
 B) LESS, AMOUNT OF FEDERAL EXCISE TAXES.
 C) NET PRICE.
 CITY WILL FURNISH APPROPRIATE EXEMPTION CERTIFICATE.

BY  PURCHASING OFFICER

VENDOR

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			<p>TO PARTICIPATING YOUTH.</p> <p>COORDINATE EVENT WITH CARYN HOWARD AT (310) 830-7600, EXT. 1409.</p> <p>REFERENCE PROPOSAL DATED JUNE 28, 2013.</p> <p>NOTES:</p> <p>1. VENDOR SHALL OBTAIN A CITY OF CARSON BUSINESS LICENSE WITHIN FIVE BUSINESS DAYS PRIOR TO PROVIDING PRODUCTS AND/OR SERVICES.</p> <p>2. PROVIDE THE NECESSARY INSURANCE REQUIREMENTS AS FOLLOWS:</p> <p>A. \$1,000,000 GENERAL LIABILITY AND \$1,000,000 AUTOMOBILE LIABILITY.</p> <p>B. WORKERS COMPENSATION AS REQUIRED BY STATUTE.</p> <p>C. FORWARD THE ABOVE ENDORSEMENTS TO THE ATTN: CARYN HOWARD, EMPLOYMENT DEVELOPMENT AND REFERENCE THE P.O. NUMBER ABOVE.</p> <p>* * CONTINUED ON NEXT PAGE * *</p> <p>PLEASE MAIL INVOICES IN DUPLICATE TO ACCOUNTS PAYABLE</p>		

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PO Total					400.00

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DISCOUNT TERMS NET 30	F.O.B. DESTINATION	SHIP VIA BEST WAY	REQUIRED DELIVERY DATE 07/02/13	QUOTED BY MYKESHA ROBIN
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DATE

INSTRUCTIONS

- A. **PACKING SLIPS.** Each delivery must be accompanied by a Packing Slip specifying quantity, description of delivery, and purchase order number.
- B. **BILLS OF LADING.** Original Bill of Lading or Express Receipts properly signed by carrier's representative should be mailed not later than the day after shipment is made.
- C. **INVOICES.** Two copies of invoices must be mailed to Accounts Payable not later than the day after shipment is made. Individual invoices must be issued for each shipment against each purchase order. Invoices shall contain the following information: Purchase order number, description of articles, unit prices and extended totals.

TERMS AND CONDITIONS

"1. **DEFINITIONS:** The terms "Buyer" or "City of Carson" shall mean the governing body of the City of Carson or any duly authorized General Manager thereof."

2. **DATA AND FACILITIES:** Seller acknowledges that he has in his possession all applicable specifications and drawings, and all other documents to which reference is made herein and/or which are matched hereto, and that such data are adequate to enable seller fairly to determine his ability to perform the work called for herein at the price and in accordance with the schedule set forth. Seller represents that he now has or can readily procure without assistance of buyer or "City of Carson" all facilities, machinery and equipment necessary for the performance of this purchase order.

3. **PACKING AND SHIPPINGS:** Deliveries shall be made as specified without charge for boxing, crating, carting, or storage unless otherwise specified, and Articles shall be suitably packed to secure lowest transportation costs; and in accordance with the requirements of common carriers, and in such manner as to assure against damage from weather or transportation. Articles shall be described on bills of lading in accordance with current Motor Freight or Uniform Freight Classification, whichever is applicable. Buyer's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipment for two or more destinations when so directed by Buyer shall be shipped in separate boxes or containers for each destination, at no extra charge.

4. **ACCEPTANCE OF PURCHASE ORDER:** This purchase order constitutes Buyer's offer to Seller and shall become a binding contract upon the terms and conditions set forth herein upon acceptance by Seller either by acknowledgment or commencement or performance, any terms or conditions (including price and delivery date) proposed by Seller in accepting Buyer's offer, which are inconsistent with or in addition to the terms and conditions herein set forth, shall be void and of no effect unless and to the extent expressly accepted by buyer in writing.

5. **TAXES:** Seller shall separately state on all invoices any taxes imposed by federal or state government applicable to furnishing of the articles; provided, however, where a tax exemption is available, such tax shall be subtracted from the total price and identified. Municipalities are exempt from federal excise and transportation taxes. Total prices quoted are to exclude federal taxes. Exemption certificates will be furnished upon request. Unless otherwise indicated, prices quoted will be considered to exclude state and city sales or use tax, which is payable by the city.

6. **PRICES:** Seller represents that prices quoted to or paid by Buyer shall not exceed current prices charged to any other customer of Seller for items which are the same or substantially similar to the articles, taking into account the quality under consideration, and Seller will forthwith refund any amounts paid by Buyer in excess of such price.

7. **CASH DISCOUNT:** The date used as the basis for cash discount calculation is the date the Articles are received or the date an acceptable invoice is received, whichever is later.

8. **WARRANTY:** Seller warrants that all Articles will conform to applicable specifications, drawing, descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured pursuant to detailed design furnished by Buyer, Seller assumes design responsibility and warrants the Articles to be free from design defect and suitable for the purposes intended by Buyer. Seller's warranties, together with its service guarantees, shall run to Buyer and its customers or users of the Articles and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance, use of our payment for all or any part of the Articles shall in no way affect its warranty rights whether or not a breach of warranty had become evident at the time.

9. **DEFAULT:** Buyer may, by written notice to Seller, cancel for default this contract, in whole or from time to time in part, (1) if the Seller fails to deliver the Articles or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time, (2) if the Articles delivered do not conform to contractual requirements or if Seller fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its

terms; or (3) if the Seller becomes insolvent or commits an act of bankruptcy; If this contract is cancelled for default, Buyer, in addition to all other rights afforded by law for Seller's breach of contract, shall have the right to charge Seller the amount by which the costs of fabricating or procuring the Articles cancelled from another source exceed the prices specified herein, and Buyer may set off any such charge against any amounts which may become payable to Seller under the contract or otherwise. Upon such cancellation Seller will deliver to Buyer any of the Articles, parts or materials, for which Buyer shall make written request at or after cancellation and Buyer will pay Seller the fair value of any such property so requested and delivered. Notwithstanding Buyer's right to cancel the contract for delay in delivery, Seller shall not be liable to Buyer for any damages therefor if Seller's delay is due to causes beyond its control, and without its fault or negligence, provided Seller exercises due diligence in promptly notifying Buyer of conditions causing delay or, if Seller's delay is caused by the default of a subcontractor or supplier, if such default arises out of causes beyond the control of both Seller and the subcontractor or supplier and without the fault or negligence of either of them, and the supplies or services to be furnished by them were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule.

10. **CHANGES:** Buyer shall have the right by written notice to change the extent of the work covered by the contract, the drawings, specifications, or other description herein, the time, method or place of delivery or the method of shipment or packaging or to suspend work. Upon receipt of any such notice, Seller shall proceed promptly to make the changes in accordance with the terms of the notice. If any such change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment shall be negotiated promptly and the contract modified in writing accordingly. Seller shall deliver to Buyer as promptly as possible, and in any event within thirty (30) days after receipt of change notice a statement showing the effect of any such change in the delivery dates and prices, such statement to be supplemented within thirty (30) days from the date thereof by detailed specification of the amount of the price adjustment and supporting cost figures. Failure of Seller to submit the statements within the time limits stated shall constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.

"11. **TERMINATION:** The performance of work or the delivery of Articles under this purchase order may be terminated in whole or from time-to-time in part in the sole and unfettered discretion of Buyer, which termination shall not be deemed to be a breach of contract on the part of the Buyer. Seller acknowledges and agrees that, in the event of a labor dispute between Seller and Seller's employees or recognized employee bargaining units(s), Buyer reserves the right, in its sole and unfettered discretion, to terminate this purchase order, which termination shall not be deemed to be a breach of contract on the part of Buyer."

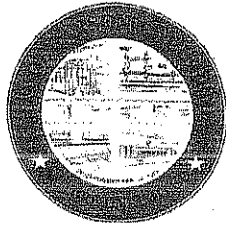
12. **COMPLIANCE WITH LAW:** Seller shall in the performance of the contract comply with all applicable laws, regulations, ordinances, proclamations, demands and requisitions of the City of Carson or State of California.

13. **ASSIGNMENT OF CONTRACT:** None of the sums due or to become due nor any of the work to be performed under this contract shall be assigned nor shall Seller subcontract for completed or substantially completed Articles or major components thereof without Buyer's prior written consent. Any assignment to which Buyer consents shall be subject to set-off or recoupment for any present or future claim which Buyer may have against Seller.

14. **ADVERTISING:** Seller shall not, without first obtaining written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the articles.

15. **INDEMNITY:** Seller agrees to indemnify and hold harmless the City of Carson, its officers, agents, servants, and employees from any and all claims and liability, including expenses, for injuries or death to persons or damage to or destruction of property caused by or resulting from the acts or omissions of Seller, his agents, suppliers or employees in the performance of this order.

16. **WAIVERS:** The failure of the Buyer to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this contract, or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of Seller with respect to such future performance shall continue in full force and effect.



CITY OF CARSON

DEPARTMENT OF
HUMAN RESOURCES
RISK MANAGEMENT

CALIFORNIA

701 E. CARSON STREET
CARSON, CA 90745

PH (310) 952-1736
FAX (310) 830-2471

Purchase Order and Contract Insurance Guidelines

1. Vendor/Contractor: Obtain a copy of your contract or purchase order, which includes the City's insurance requirements. Provide your insurance agent or broker with a copy of the contract's insurance requirements as early as possible. Then, send the certificate of insurance that meets the City's insurance requirements to the department that originated the contract. The department will send the contract or purchase order and your certificate of insurance to Risk Management.
2. Notify the City department's project manager or contract originator immediately if your insurance agent/broker identifies any concerns regarding the City's insurance requirements. The project manager will work with the City Risk Management staff to respond to any concerns.
3. Professional liability (errors and omissions) insurance is required only if specified in the contract or purchase order.
4. If you are a sole proprietor or owner only business, with no employees, worker's compensation insurance is not required. Your status as an owner only business may be documented in the contract to allow waiver of the worker's compensation insurance requirement.
5. A separate **additional insured endorsement** listing the "City of Carson, its officials, employees and volunteers" as an additional insured is also required for both general and auto liability insurance.

If you are required to submit a signed additional insured endorsement, plan for several weeks to obtain additional insured documents signed by an authorized representative of the insurance carrier as required. If your policy includes a blanket additional insured endorsement or contractual additional insured coverage, you may submit that document with a signed declaration page referencing the blanket endorsement or policy form.

6. Insurance certificates and additional insured endorsements are usually required prior to execution of the contract by the City.
7. The City will withhold payment if the required certificates of insurance and endorsements are not kept current during the term of the contract.
8. You will be notified if additional insurance is required for your contract or purchase order.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PRODUCER Insurce Agent/Broker Name Insurce Agent/Broker Street Address or P.O. Box Insurce Agent/Broker City, State & Zip Code Contact & Phone Number	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Vendor Name Vendor Street Address or P.O. Box Vendor City, State & Zip Code	INSURERS AFFORDING COVERAGE
	INSURER A: Name of Insurance Company	Enter NAIC#
	INSURER B: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER C: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER D: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER E: Name of Insurance Company (if applicable)	Enter NAIC#

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDT INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/>	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/>	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$Enter Limit
						AGGREGATE	\$Enter Limit
							\$
							\$
A	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Name service or product to be provided and/or location. Contract or Purchase Order Name and Number

CERTIFICATE HOLDER City of Carson Attn: City Division 701 E. Carson Street Carson, CA 90745	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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