

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

**PURCHASE ORDER NO** 0001072558  
**CHANGE ORDER**

*Open*

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

|  |  |                               |
|--|--|-------------------------------|
| <b>Date</b><br>07/24/2013                  | <b>Revision</b><br>2 - 05/28/2014      | <b>Page</b><br>1              |
| <b>Payment Terms</b><br>NET 30             | <b>Freight Terms</b><br>Shipping Point | <b>Ship Via</b><br>Best Metho |
| <b>Reference:</b><br>767601 LIQUORIK POONV | <b>Location / Dept</b><br>040FBR207    |                               |

**Vendor:** 0000006622  
CALTRONICS BUSINESS MACHINES  
10491 OLD PLACERVILLE ROAD #150  
SACRAMENTO CA 95827

**email:**

**Ship To:** FOLSOM LAKE COLLEGE  
RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM CA 95630  
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     | 42GE05485 KONICA 420 LOCATED BUS SERVICES<br>EST BW 62,000 @ .0139 = 861.8  | 1.00     | LOT | 987.00   | 987.00       | 05/01/2014 |
| 2- 1     | A00J010003385 KONICA C550 LOCATED IN COL ADMIN<br>EST BW 55,000 @ .01 = 550.00<br>EST COLOR 35,000 @ .093 = 3255.00 | 1.00     | LOT | 5,005.00 | 5,005.00     | 05/01/2014 |
| 3- 1     | 90100003 MURACTEC 1430 LOCATED IN RECEIVING<br>FLAT RATE, DOES NOT INCLUDE CONSUMABLES                              | 1.00     | LOT | 294.04   | 294.04       | 05/01/2014 |

MAINTENANCE AGREEMENT INCLUDES ALL PARTS, LABOR, PM, EMERGENCY REPAIR, ALL CONSUMABLES EXCEPT PAPER AND STAPLES.

PERIOD : 7/1/13 - 6/30/14

ENCLOSE PRESTIGE SERVICE MONTHLY AGREEMENTS AND STANDARD MAINTENANCE ANNUAL AGREEMENT

5/28/14 LINE 1 CHANGE TO \$987 LINE 2 CHANGE TO \$5,005 LINE 3 CHANGE TO \$294.04 NEW TOTAL \$6,286.04  
PER J HARMAN. VP

|                         |          |
|-------------------------|----------|
| <b>Sub Total Amount</b> | 6,286.04 |
| <b>Sales Tax Amount</b> | 0.00     |
| <b>Total PO Amount</b>  | 6,286.04 |

| BU    | Acct | Fd | Org        | Prog  | Sub   | Proj | Amount | BYear |
|-------|------|----|------------|-------|-------|------|--------|-------|
| GENFD | 5600 | 11 | FL.VA.BSOF | 67200 | 00000 | 042I | 987.00 | 2014  |

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**

*Jewald* 5/30/2014

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.

**LOS RIOS COMMUNITY COLLEGE DISTRICT**

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

FAX: (916) 568-3145

**PURCHASE ORDER NO 0001072558**  
**CHANGE ORDER**

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

|                       |                 |            |
|-----------------------|-----------------|------------|
| Date                  | Revision        | Page       |
| 07/24/2013            | 2 - 05/28/2014  | 2          |
| Payment Terms         | Freight Terms   | Ship Via   |
| NET 30                | Shipping Point  | Best Metho |
| Reference:            | Location / Dept |            |
| 767601 LIGUORIK POONV | 04OPER207       |            |

**Vendor:** 0000006622  
 CALTRONICS BUSINESS MACHINES  
 10491 OLD PLACERVILLE ROAD #150  
 SACRAMENTO CA 95827

**Ship To:** FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630  
 United States

**email:**

**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 |
|---------------|-----------------------------|----------|-----|----------|--------------|----------|
| GENFD 5600 11 | FL.VA.CUST 67700 00000 041A | 294.04   |     | 2014     |              |          |
| GENFD 5600 11 | FL.VA.OFFC 67900 00000 041A | 5,005.00 |     | 2014     |              |          |

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/povalidation>

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**

*[Signature]* 5/30/2014

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**STANDARD PO - CHANGE ORDER REQUEST**

One Purchase Order per Form

**PO#:** 0001072558

**REQUEST DATE:** 05/22/14

**COLLEGE:** FLC

**VENDOR NAME:** CALTRONICS

**VENDOR#:** 6622

**INCREASE QTY ON LINE#: 1** BY \$125.00 to \$987

**INCREASE QTY ON LINE#: 2** BY \$1,200.00 to \$5,005

**CLOSE REMAINING BALANCE ON LINE#: 3**

**REQUESTED BY:** Joany Harman

## 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 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.
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 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.
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 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.
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 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.

# Los Rios Community College District

13-14

## Requisition

13/14 FLC BUSINESS SERVICES

Page \_\_\_\_\_ of \_\_\_\_\_

|                            |
|----------------------------|
| Vendor Code<br><b>6622</b> |
| Approved                   |
| Terms                      |
| F.O.B.                     |

DATE 3/22/13

VENDOR Caltronics Business Machines

ADDRESS 10491 Old Placerville Rd. #150

CITY Sacramento STATE CA ZIP 95827

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

|                        |
|------------------------|
| Req. No. <b>767601</b> |
| P.O. NO.               |

|  |                              |
|--|------------------------------|
| <b>DELIVERY INSTRUCTIONS</b>             |                              |
| <b>04 OPER 207</b>                       |                              |
| <small>Location Code</small>             |                              |
| <b>FLC</b>                               | <b>Printing</b>              |
| <small>College/District Location</small> | <small>Department</small>    |
| <small>Division</small>                  | <small>Date Required</small> |

| ITEM  | DESCRIPTION<br><small>GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. &amp; SIZES</small> | ORDERED  |      | AMOUNT     |             |
|---|---|----------|------|------------|-------------|
|   |   | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
| <small>*Use additional paper if necessary and please reference requisition number.<br/>DO NOT USE A SECOND REQUISITION.</small> |   |          |      |            |             |
| 1   | <i>S/N</i><br>42GE05485 Konica 420 located in Business Srv.                             | 1        | ea   |            | 862.00      |
| 2   | Est B/W: 62,000 @ .0139 = 861.80  |          |      |            |             |
| 3   | <i>S/N</i><br>A00J010003385 Konica C550 located in College Adm.                         | 1        | ea   |            | 3805.00     |
| 4   | Est B/W 55,000 @ .01 = 550.00   |          |      |            |             |
| 5   | Est color: 35,000 @ .093 = 3255.00  |          |      |            |             |
| 6   | <i>S/N</i><br>90100003 Muratec F1430 located in Receiving                               | 1        | ea   |            | 296.00      |
| 7   | Flat rate, does not include consumables   |          |      |            |             |
| 8   |   |          |      |            |             |
| 9   | Maintenance agreement includes all parts, labor,  |          |      |            |             |
| 10  | PM, emergency repairs, and all consumables except                                       |          |      |            |             |
| 11  | paper and staples. 7/1/13 - 6/310/14  |          |      |            |             |
| 12  |   |          |      |            |             |
| 13  | 12/13 PO 1067780  |          |      |            |             |

|  |  |  |                            |           |
|--|--|--|----------------------------|-----------|
| <b>Purchases Charged to Categorical Programs, Grants or Special Projects</b> |  |  |                            | Sales Tax |
| This purchase is in compliance with the requirements of _____                |  |  |                            |           |
| Program Name _____   |  |  |                            |           |
| For grants/special projects _____  |  |  |                            |           |
| Program Director/Coordinator Signature _____                                 |  |  | Project/Grant Number _____ |           |
| Program Goal/Objective Number/Explanation _____                              |  |  | <b>Total</b>               |           |
|  |  |  | <b>4963.00</b>             |           |

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

**Kathy Barnes Liguori**      3/22/13

REQUESTED BY:      TYPED/PRINT      DATE

*Kathy Barnes Liguori*      3/22/13

REQUESTED BY:      SIGNATURE      DATE

AUTHORIZED:      DEAN OR AUTHORIZED SIGNATURE      DATE

*Kathleen Dukler*      4/23/13

APPROVED:      VICEPRESIDENT, ADMINISTRATION      DATE

See attached

|           |           |      |           |            |
|-----------|-----------|------|-----------|------------|
| Bus. Unit | Account*  | Fund | Org       |            |
| /         | /         | /    | /         | \$ 4963.00 |
| Program   | Sub-Class | BY   | Proj/Grnt | Amount     |
| /         | /         | /    | /         |            |
| Bus. Unit | Account*  | Fund | Org       |            |
| /         | /         | /    | /         | \$         |
| Program   | Sub-Class | BY   | Proj/Grnt | Amount     |
| /         | /         | /    | /         |            |

\* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code \_\_\_\_\_ Dept. \_\_\_\_\_

Building \_\_\_\_\_ Room No. \_\_\_\_\_

Instructions on Reverse

## REQUISITION INSTRUCTIONS

- Page \_\_\_ of \_\_\_ Use an additional sheet of paper to itemize if you need more room. DO NOT USE A SECOND REQUISITION.
- Vendor Enter complete name (no abbreviations) and address (including zip code) of vendor. If you do not have a specific vendor, leave this area blank.
- Delivery Instructions Enter location code, campus or site name, department name where item is to be delivered.  
Date Required - Optional, use only if required by specific date.
- Description Enter complete description of goods and/or services required. Include part/model number, size, color, number per package, etc. Also use this area to describe any special instructions related to the requisition.
- Quantity Enter desired number of items, sets, packages, etc.
- Unit Enter unit of measure by which item is sold (i.e., each, set, package).
- Price Enter price of each unit.
- Total Price Enter extended price (quantity x price).
- Sales Tax The State of California requires sales tax be paid on all taxable items regardless of where vendor is located. Sales tax will be added to every taxable order.
- Total Enter the total amount of the purchase.
- Categorical/Grant/Special Projects Enter name of program or grant (i.e., EOPS, DSPS, MESA/CCCP, Title III, etc.)
- Program Director/Coordinator Program Director signs here indicating that the purchase meets program requirements.
- Grants/Special Projects Enter project number and goal/objective number met by the purchase. This information is required for all grants and special project purchases.
- I hereby certify... This certification applies to each signature below and that each complies with District Regulation 8323.
- Requested By Type or print the name of the person initiating the request. Requisitioner must sign on the second line.
- Authorized Signature Must be signed by the area manager or unit supervisor. For categorical/grant programs the director/coordinator signature indicates compliance with program requirements.
- Approval Approval of president/vice president of administration or director/vice chancellor/chancellor is required. (All computer hardware and software purchases also require approval by the microcomputer specialist for your location and district data processing.)
- Bus. Unit (Business Unit),  
Account, Fund, Org, Program,  
Sub-Class, BY (Budget Year),  
Proj/Grnt These items constitute the chart field combination (budget number) to be charged for the items.
- Amount The amount to be charged against the chart field combination.

**Purchases made in the name of the district without an authorized purchase order shall be considered the obligation of the person making the purchase and not the obligation of the district.**

Company: Caltronics  
 VC: 6622  
 Office of Administration copier maintenance agreements

REQ#: 767601  
 Purpose:

| LINE#    | DESCRIPTION   | UOM | UNIT PRICE | EXT'D AMT | BU    | ACCT | FUND | DEPT/ORG   | PROG  | SUBCLS | BY   | PROJ GRNT |
|----------|---|-----|------------|-----------|-------|------|------|------------|-------|--------|------|-----------|
| 1        | S/N 42GE05485 - BizHub 420 located in BSO. Est B/W: 62,000 @ .0139 = 861.80   | EA  | 862.00     | 862.00    | GENFD | 5600 | 11   | FL.VA.BSOF | 67200 | 00000  | 2014 | 042I      |
| COMMENTS |   |     |            |           |       |      |      |            |       |        |      |           |
| 2        | S/N A00J010003385 - BizHub C550 located in College Admin, Est B/W: 55,000 @ .01 = 550.00; Est Color: 35,000 @ .093 = 3255 | EA  | 3805.00    | 3805.00   | GENFD | 5600 | 11   | FL.VA.OFFC | 67900 | 00000  | 2014 | 041A      |
| COMMENTS |   |     |            |           |       |      |      |            |       |        |      |           |
| 3        | S/N 901000003 - Muratec F1430 located in Receiving, Flat Rate   | EA  | 296.00     | 296.00    | GENFD | 5600 | 11   | FL.VA.CUST | 6770  | 00000  | 2014 | 041A      |
| COMMENTS |   |     |            |           |       |      |      |            |       |        |      |           |



# Prestige Service Monthly Agreement

Company Name: Folsom Junior College

Address: 10 College Pkwy, Folsom CA 95630

Meter Contact: Kathy Barnes FAX #: \_\_\_\_\_

Meter e-mail: \_\_\_\_\_

Start Date: 7/1/2013 To: 6/30/2014

| ID#  | Model | Serial #      | Color Per Copy Rate | B/W Per Copy Rate | Contracted Usage | Starting Meter |
|------|-------|---------------|---------------------|-------------------|------------------|----------------|
| 5511 | C550  | A00J010003385 | .093                | .01               | C: 500 B:        |                |
|      |       |               |                     |                   | C: B:            |                |
|      |       |               |                     |                   | C: B:            |                |
|      |       |               |                     |                   | C: B:            |                |
|      |       |               |                     |                   | C: B:            |                |

### Caltronics Guarantees

- ▶ This agreement assures that the equipment will be serviced by factory trained field technicians and includes all service, parts and supplies.
- ▶ Parts and Supplies - Caltronics uses only OEM and top quality supplies to service and supply your system.
- ▶ Free Loaner - Caltronics will provide a free loaner of equal or greater capability in the event that it cannot be repaired onsite.
- ▶ Call Ahead Program - A technician will call you within two business hours of receiving your service request. If the issue cannot be resolved by phone, you will be given an estimated time of arrival.

Pricing does not include paper, staples, applicable taxes and freight charges.

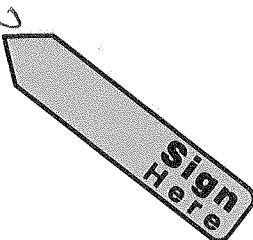
Power requirements may include a dedicated line and receptacle as described on the Site Requirements Form.

Customer Acceptance:

Caltronics Acceptance:

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## Caltronics Maintenance & Support Agreement – Terms and Conditions

- 1) **Description:** This service contract will cover all unscheduled repairs upon request by customer during the hours of 8:00 AM to 5:00 PM., Monday thru Friday, on the equipment listed herein. Service outside of Caltronics normal working hours shall be provided on an "if available" basis and customer shall pay Caltronics it's "after hours rate" then in effect.
- 2) **Commencement:** This is an annual contract, billed monthly, quarterly or annually in advance. The contract will commence upon delivery to customer. This contract qualifies for automatic renewal after 12 months from the contract start date, unless written notification of intent to cancel is received 30 days prior to the renewal date. See section 9 for cancellation details.
- 3) **Charges:** The minimum monthly payment and all other sums are due and payable to Caltronics. In return for payment, customer is entitled to produce copies and prints up to the allowance listed on the contract. Any copies or prints produced in excess of the allowance will be billed at the rate listed on the contract. This contract may also include charges for scans if appropriate. The minimum monthly payment and excess copy rates are subject to an automatic increase not to exceed 10% every 12 months. Per copy charges based on single sided 8 1/2 x 11 paper.
- 4) **The sales tax** included on your contract invoice corresponds to the use of tangible personal property which includes toner usage. Customer agrees to pay sales tax as required by the State Board of Equalization.
- 5) **Meters:** Customer is responsible for providing Caltronics a meter reading on all equipment under contract on the billing date. If customer fails to provide an accurate meter reading, customer agrees to accept estimated meters based on service history for billing purposes.

Caltronics, at our discretion, may install software or enable machines to automatically report meters and machine related information to better service our customers. It is the responsibility of the customer to ensure that the correct settings and/or defaults are set in the machine, print driver or applications when it relates to color copies/prints. Customers will be responsible for copies/prints produced based solely on the color (if applicable) and b/w meter readings as indicated by the machine.
- 6) **Relocation:** It is strongly recommended that our personnel prepare equipment prior to a move and reinstall equipment immediately following a move. Labor will be charged at our current hourly rates. If relocation is effected by the customer, Caltronics reserves the right to examine the machine at the new site. If repairs are required Caltronics will submit a quote for the repairs. If charges are approved by the customer, Service Contract will resume at the new site (after repairs). If not accepted by the customer, the Service Contract will be canceled effective immediately with not further obligation to either party.
- 7) **Assignment:** This agreement is non-transferable, non-assignable, non-refundable, and becomes void upon sale or transfer of the equipment. *Caltronics may apply any unused portion of maintenance charges towards future purchases with Caltronics at its sole discretion.*
- 8) **Breach or Default:** Caltronics may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past due balance for services rendered and/or products sold of more than 30 days from date of invoice. Customer agrees to pay reasonable attorney fees and legal expenses incurred in exercising any of its rights and remedies upon breach of agreement. Caltronics reserves the right to terminate this agreement if the machine becomes obsolete and parts and/or supplies become unavailable. Service by anyone other than Caltronics, or use of parts or supplies from anyone other than Caltronics will void this agreement.
- 9) **Cancellation:** In the event of cancellation by the customer prior to the expiration date, Caltronics will bill and customer will be obligated to pay early termination charges equaling at least 50% of the remaining contract term based on the average dollar amount of the last 6 months of billing.
- 10) **Items not included:** A) Freight charges on toner B) relocation of equipment, C) coverage for non-OEM peripherals, D) 3<sup>rd</sup> party "compliance" firms hired by customer, E) damage caused by misuse or neglect, theft, vandalism, environmental conditions beyond manufacturers recommendation, power related issues, fire, water. Caltronics will not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use of or performance of software, equipment, or any economic loss.
- 11) Issues caused by customers computer hardware/software, including applications, are not covered under this agreement. Any changes, modifications, or upgrades to customers network, including applications and operating systems necessitating a call from a technician are not covered by this agreement and will be billed at our current hourly rate.
- 12) The terms of this agreement may not be altered or amended unless authorized in writing by an officer of Caltronics. All other agreements or commitments for service and supplies are rendered invalid with the approval of this agreement. This agreement shall be governed by the laws of the state of California.

Customer acknowledgement and acceptance: \_\_\_\_\_ Initials



10491 Old Placerville Rd., Suite 150  
 Sacramento, CA 95827-2508  
 (916) 363-2666

# STANDARD MAINTENANCE Annual Agreement



Customer Order No:

Charge To:

Machine Location:

ATTN: Accounting Dept  
Los Rios Community College  
1919 Spanos Ct  
Sacramento, CA 95825-3981

Kathy Barnes  
Folsom Lake College  
10 College Way  
Folsom, CA 95630

From: 7/01/2013

To: 6/30/2014

| ID # | Model | Serial No. | Excess Per Copy Rate | Minimum Annual Copies | Starting Meter | Minimum Annual Charge |
|------|-------|------------|----------------------|-----------------------|----------------|-----------------------|
| 5157 | F1430 | 90100003   | N/A                  | N/A                   | N/A            | \$294.04              |
|      |       |            |                      |                       |                |                       |
|      |       |            |                      |                       |                |                       |
|      |       |            |                      |                       |                |                       |

## PLUS ANY APPLICABLE SALES TAX AND FREIGHT CHARGE

This maintenance agreement assures that the equipment above will be serviced at your request. Service will be rendered by trained field technicians in accordance with the terms and conditions set forth on the reverse side of this agreement.

CUSTOMER ACCEPTANCE

CALTRONICS ACCEPTANCE

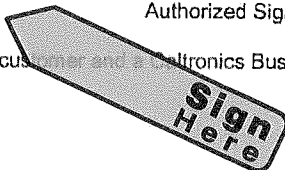
Authorized Signature

Date

Authorized Signature

Date

Not valid unless signed by the customer and a Caltronics Business Systems Representative.



**TERMS AND CONDITIONS**  
**Annual Standard Maintenance Plan**

The terms and conditions of this agreement may not be altered or amended unless authorized in writing by an officer of our company. All other agreements or commitments or copier and / or facsimile either expressed or implied are rendered invalid with the approval of this agreement. This agreement includes parts, labor and travel only. Consumable items not included: Photo Conductors (Drums and Masters), Cleaning rollers/webs, Starter/ Developer, Toner, Filter bags, Fuser oil. This agreement will be renewed automatically for successive terms of the same number of months as the initial term unless a written notice of cancellation is received from you at least 30 days prior to the expiration. Pricing for this renewal term shall be at the then-current published pricing and terms. All coverage excludes damage made necessary by accident, misuse, abuse, neglect, theft, vandalism, environmental conditions beyond the manufacturers recommendation, power related failures, fire, water or other casualty. Use of consumable items not approved by us may void this agreement, at our option. Minimum copy allowance may apply upon renewal. Per copy rate or "click" charge is based on a single sided sheet of paper up to 8 1/2 x 14. Larger paper may be calculated as more than one "click". Equipment damaged as a result of a machine movement will not be covered under this contract. It is strongly recommended that our personnel prepare equipment prior to a move and reinstall equipment immediately following a move. Labor will be charged at our current hourly rates. Customer is responsible for all applicable taxes, shipping and handling. This contract is non-transferable. Any services requested not contained in this agreement will be billed at our prevailing hourly rates. Customer may cancel this contract only at the end of term. We may cancel this contract at any time. This contract does not include coverage for non -OEM (original equipment manufacturer) peripherals, i.e., External copy controllers, not purchased through our company. Maintenance Charges are payable 30 days in advance. Without payment in full, any service performed, not covered by warranty, will be charged at prevailing rates. This agreement may not be made retroactive and may not commence until full payment is received by Caltronics.

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**CONNECTED PRODUCTS**

The terms and conditions of this agreement may not be altered or amended unless authorized in writing by an officer of Caltronics. All other agreements or commitments for integrated printer (IP) service either expressed or implied are rendered invalid with the approval of this agreement. We guarantee the successful installation of your (IP) unit to a suitable, proximate, network connection. Installation will include the following: initial driver and scanning utilities (if applicable) and functionality testing of up to four (4) workstations that meet the specifications previously agreed upon in the network evaluation response form; initial color calibration, if applicable, at time of installation; confirmation that scanned images are successfully sent back to network administrator on installation and use of drivers; and provide network administrators with print drivers. We will replace or repair any defective or failed part in the (IP) unit, video interface and cabling due to normal wear and tear. We will provide all labor and travel expenses to troubleshoot repair / or replace parts, restoring functionality to manufactures specifications on any problems that arise as a result of (IP) unit failure or malfunction. Issues caused by customers computer hardware / software, including applications, are not covered under this agreement. Any changes, modifications, or upgrades in the network environment, including applications and operating systems necessitating a visit or phone support from a technician are not covered by this agreement and will be billed at our current hourly rate. This includes but is not limited to individual workstation driver reinstallation and lost or forgotten passwords. Equipment moves and reinstallations are not covered by this agreement. We will de-install and reconnect equipment within our service area for an additional charge. We will continue to support the equipment provided that the network at the new location meets the specifications of the original network evaluation form. Any service requested for (IP) support not covered in this contract will be billed at our normal hourly rates. Upon renewal, IP connectivity charge may apply. We claim all warranties, expressed or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. We shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use of or performance of the software or equipment, or any economic loss.