LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065 FAX: (916) 568-3145

PURCHASE ORDER NO

0001077364

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

Date Revision Page - 09/11/2014 07/15/2014 Ship Via **Payment Terms Freight Terms** Shipping Point Best Metho NET 30 Location / Dept Reference: 768045 LIQUORIK POONV 04OPER

Vendor: 0000004527 RAY MORGAN CO. 1580 VINEYARD RD

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

ROSEVILLE CA 95678

Phone: Fax:

(916) 630-2121 (916) 630-2122

email:

Tax Exempt? N PO Price **Quantity UOM Extended Amt** Item/Description Line-Sch

S/N SJY14101 MAINTENANCE AGREEMENT FOR IR C5870U LOCATED IN FL4-127

1.00 LOT 914.04 914.04

05/01/2015

Due Date

MONTHLY BASE RATE \$76.17 WITH 4,166 MONTHLY BW COPIES INCLUDED, OVERAGE \$0.011/COPY, EST ANNUAL USAGE 56,000 COPIES AND 333 MONTHLY COLOR COPIES INCLUDED, OVERAGE \$0.091/COPY, EST ANNUAL USAGE 2,500 COPIES AT \$76.17 X 12

2- 1

S/N GPQ51923 MAINTENANCE AGREEMENT FOR IR C5045B LOCATED IN FL2-142

1,548.00

1,548.00

05/01/2015

MONTHLY BASE RATE \$129 WITH 10,000 MONTHLY BW COPIES INCLUDED, OVERAGE \$0.011/COPY, EST ANNUAL USAGE 130,000 COPIES AND 208 MONTHLY COLOR COPIES INCLUDED, OVERAGE \$0.091/COPY, EST ANNUAL USAGE 1,200 COPIES AT \$129 X 12

3- 1

S/N GNW51412 MAINTENANCE AGREEMENT FOR IR C5035B LOCATED IN PAC-1054

1.00 LOT

443.04

443.04

05/01/2015

MONTHLY BASE RATE \$36.92 WITH 3,083 MONTHLY BW COPIES INCLUDED, OVERAGE \$0.009/COPY, EST ANNUAL USAGE 35,000 COPIES AND 100 MONTHLY COLOR COPIES INCLUDED, OVERAGE \$0.091/COPY, EST ANNUAL USAGE 1,500 COPIES AT \$36.92 X 12

S/N SHQ00042 MAINTENANCE AGREEMENT FOR IR C2620G LOCATED IN SUITE 9, FL1-12

1.328.04 1.00 LOT

1,328.04

05/01/2015

MONTHLY BASE RATE \$110.67 WITH 1,667 MONTHLY BW COPIES INCLUDED, OVERAGE \$0.0169/COPY, EST ANNUAL USAGE 18,000 COPIES AND 750 MONTHLY COLOR COPIES INCLUDED, OVERAGE \$0.11/COPY, EST ANNUAL USAGE 6,500 COPIES AT \$110.67 X 12

S/N KLP00320 MAINTENANCE AGREEMENT FOR IR 3570G LOCATED IN LIBRARY, FL125

1.00 LOT

192.00

192.00

05/01/2015

MONTHLY BASE RATE \$16 WITH 1,250 MONTHLY BW COPIES INCLUDED, OVERAGE \$0.0128/COPY, EST ANNUAL USAGE 14,000 COPIES AT \$16 X 12

S/N SXP37655 MAINTENANCE AGREEMENT FOR IR 5070 LOCATED IN FL1-132

1.00 LOT

1,215.00

1,215.00

05/01/2015

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

9-12-14

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

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

PURCHASE ORDER NO

0001077364

Date Revision Page 07/15/2014 - 09/11/2014 Ship Via **Payment Terms** Freight Terms Best Metho Shipping Point NET 30 Location / Dept Reference: 768045 LIQUORIK POONV 040PER

Vendor: 0000004527 RAY MORGAN CO. 1580 VINEYARD RD

ROSEVILLE CA 95678

Phone: Fax:

(916) 630-2121 (916) 630-2122

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

MONTHLY BASE RATE \$101.25 WITH 12,500 MONTHLY BW COPIES INCLUDED, OVERAGE \$0.0075/COPY, EST ANNUAL USAGE 148,000 COPIES AT \$101.25 X 12

7- 1

S/N DFR01416 MAINTENANCE AGREEMENT FOR IR 3230 LOCATED IN PE-115

1.00 LOT

297.96

297.96

05/01/2015

MONTHLY BASE RATE \$24.83 WITH 1,667 MONTHLY BW COPIES INCLUDED, OVERAGE \$0.0149/COPY, EST ANNUAL USAGE 27,000 COPIES AT \$24.83 X 12

8% SALES TAX ON 34% OF AGREEMENT FOR LINES 1 TO 7

1.00 LOT

161.52

161.52

05/01/2015

\$5,938.08 X 34% X 8%

MAINTENANCE AGREEMENT PERIOD: 7/1/2014 - 6/30/2015

MAINTENANCE AGREEMENT INCLUDES ALL PARTS, LABOR, PM, EMERGENCY REPAIRS, CONSUMABLES EXCEPT PAPER AND **STAPLES**

13/14 PO 0001072546

FAX PO

ENCLOSED WITH SIGNED MAINTENANCE AGREEMENT # CN3055-02

Sub Total Amount Sales Tax Amount Total PO Amount

6,099.60 0.00 6,099.60

BU GENFD

5600

FL.VI.OFFC

Prog

<u>Sub</u>

Proi

Amount 6,099.60

BYear 2015

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LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

- 1. APPLICABLE LAW: The contract resulting from this order shall be governed by the laws of the State of California
- 2. COMPLETION OF ORDERS: LRCCD reserves the right to withhold payment until order is completed.
- 3. DISCOUNTS: Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
- 4. INVOICES: Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
- 5. CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
- 6. BILL OF LADING: If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
- 7. TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
- ROB 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 <u>may</u> 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 <u>may</u> 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.

	nec	quisition		Re	eq. No.	768045
	DATE May 27, 2014	Fi. C BUSI	HESS SERV	ICES P.	O. NO.	
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	F.O.B. CITY_Roseville STATE_C	100	8 FL Colle	C ge/District Locat		inting Department
	PHONE FAX		Divis	ion		Date Required
	DESCRIPTION		ORDER			AMOUNT
TEM	GIVE COMPLETE DESCRIPTION, INCLUDING CAT. N *Use additional paper if necessary and please reference required by NOT USE A SECOND REQUISITION.		QUANTITY	UNIT UN	IT PRICE	TOTAL PRICE
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2	of equipment includes all parts	7 9				
3	PM, emergency repairs, all cons	umables				
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REQ#:	767604	Purpose:	Office of Instru	Office of Instruction copier maintenance agreements	intenance	agreemen	ţ					
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-	S/N SJY14101 - ir5870 located in FL4-127. Est B/W: 56,000 @ .011 = 616.00; Est color: 2500 @ .091 = \$227.5	E A	85000		GENED	500	:	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		30000	9	
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5	B/W: 14,000 @ .0128 = 179.2	ĒΑ	180.00	180.00	GENFD	5600	11	FL.VI.OFFC	67900	00000	2015	П
COMMENTS												
	S/N SXP37655 -ir5070 located in FL1-132. Est											7
6	B/W: 148,000 @ .0075 = 1110.00	EA	1120.00	1120.00	GENFD	5600	11	FL.VI.OFFC	67900	00000	2015	
COMMENTS												
	S/N DFR01416 -ir3230 located in PE-115. Est											
7	B/W: 27,000 @ .0149 = 402.30	ΕA	410.00	410.00	GENFD	5600	11	FL.VI.OFFC	67900	00000	2015	

Total

5595.00



Ray Morgan Company

CUSTOMER EXCELLENCE SINCE 1956

04/15/2014

Attn: Kathy Barnes Liguori Los Rios Community College Dist 1919 Spanos Court Sacramento, CA 95825

Re: CN3055-02, All Inclusive

NEW PURCHASE ORDER REQUIRED

As a reminder, your maintenance agreement is in need of a new purchase order for Contract # CN3055-02, running 07/01/2014 through 06/30/2015. For reference, the current purchase order # is 0001072546, set to expire on 7/1/2014.

Thank you for your loyalty as a Ray Morgan Company customer. To assist in preparation of your new purchase order, below please find your covered copies, volume and rate table. Your base rate and copies included are represented as per month. The actual billing cycle is listed under "Base Type". For example: If the contract base type is quarterly, the base rate will be billed 3x the monthly base rate and include 3x the copies included in the table. For PO purposes only, please encumber \$5,938.08 + tax. Sales tax is calculated with 34% of the agreement being taxed at your current sales tax rate. All other terms and conditions of the original agreement (or subsequent agreement if applicable) will remain in effect.

Item	Equip ID	Serial Number	Ship To Name	Location Info	Base Type	Monthly Base Rate	Overage Type	BW Group Name	Monthly BW Copies Included	BW Group Rate	CLR Group Name	Monthly CLR Copies Included	CLR Rate
IR C5045B	73345	GPQ51923 /	Folsom Lake College		Monthly	\$129.00	Monthly	BW Pool 1	10,000	\$0.0110	CLR Pool 1	208	\$0.0910
IR C2620G	45144	SHQ00042	Folsom Lake College	Suite 9	Monthly	\$110.67	Monthly	BW Pool 3	1,667	\$0.0169	CLR Pool 3	750	\$0.1100
IR 5070	51971	SXP37655	Folsom Lake College		Monthly	\$101.25	Monthly	BW Pool 6	12,500	\$0.0075			-
IR C5870U	44206	SJY14101	Folsom Lake College	FL-4	Monthly	\$76.17	Monthly	BW Pool 2	4,166	\$0.0110	CLR Pool 2	333	\$0.0910
IR C5035B	73343	GNW51412	Folsom Lake College	Vapa Fac Wk	Monthly	\$36.92	Monthly	BW Pool 5	3,083	\$0.0090	CLR Pool 4	100	\$0.0910
IR 3230	52683	DFR01416	Folsom Lake College	P.e. Dept	Monthly	\$24.83	Monthly	BW Pool 7	1,667	\$0.0149			
IR 3570G	28831	KLP00320	Folsom Lake College	Library	Monthly	\$16.00	Monthly	BW Pool 4	1,250	\$0.0128			

Please contact me if you would like to make any volume changes to your contract, otherwise, please submit your new purchase order referencing your maintenance agreement # CN3055-02 by:

Scan to email to contracts@raymorgan.com

Faxing 530-781-1008

US Mail Attn: Tina Peters, Ray Morgan Company, 3131 Esplanade, Chico CA 95973.

At the Ray Morgan Company we are constantly looking for ways to decrease clients overall costs while streamlining associated billing. Please take a moment to review the enclosed brochure on our Managed Print Services (MPS) program. If you have not already taken advantage of this valuable service, I would greatly appreciate the opportunity to discuss how an implementation, consolidated with your current agreement, may benefit Los Rios Community College Dist.

Thank you again for your continued business.

Sincerely,

Tina Peters Contract/Aftermarket Manager 530-230-4827 Direct 800-640-6065 x 4827 Toll free 530-781-1008 Fax tpeters@raymorgan.com

Customer Signature X