LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO

1006197 LEWISJ POONV KP

0001077325

Location / Dept

04ASPH IT

Page

Ship Via

Best Metho

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

LEASED EQUIPMENT: 4YR SEPT 2011 - SEPT 2015

2540C SERIAL# CHG116426; LOCATION: FLC LIBR 04ASPH23 355SE_SERIAL#CPE145244; LOCATION: FLC PLE_04ASPH151A/B

Vendor: 0000018967

TOSHIBA BUSINESS SOLUTIONS 12677 ALCOSTA BLVD STE 100

SAN RAMON CA 94583

Phone:

(888) 417-2000

email:

Ship To:

Date

08/04/2014

Reference:

Payment Terms NET 30

FOLSOM LAKE COLLEGE

Revision

Freight Terms

Shipping Point

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 I	UOM	PO Price	Extended Amt	Due Date
1- 1	LEASE AGREEMENT TOSHIBA COPIER BUNDLE: ONE E-STUDIO 2540C COLOR DEVICE S/N:CHG116426 (LOCATION: 04ASPH151A/B); & ONE: E-STUDIO 355SE B&W DEVICE S/N:07308367 CPE14524 (LOCATION: 04ASPH23)	1.00 1	LOT	3,348.00	3,348.00	05/01/2015

PO# 0001063321 - PAID/CLOSED

PO# 0001067981 - PAID/CLOSED

PO# 0001072566 - PAID/CLOSED

PO#0001077325- OPEN

PO# 0001077325- OPEN

MAINTENANCE AGREEMENT - INCLUDED IN LEASE PMTS.

09/01/11 - 6/30/12 10/MOS @ \$319.00/MO = \$3,190.00

07/01/12 - 6/30/13 12/MOS @ \$319.00/MO = \$3,828.00

07/01/13 - 6/30/14 12/MOS @ \$319.00/MO = \$3,828.00 07/01/14 - 08/30/14 2/MOS @ \$319.00/MO = \$ 638.00

09/01/14 - 06/30/15 10/MOS@ \$271.00/MO = \$2,710.00 07/01/15 - 09/30/15 2/MOS@ \$271.00/MO = \$ 542.00

TOTAL LEASE -48/MONTHS= \$14,736.00

36/MOS@ \$319.00 = \$11,484.00, 12/MOS@ \$271.00 = \$3,252.00: TOTAL 48/MO LEASE = \$14,736.00

INCLUDES: ALL PARTS, LABOR, SERVICES AND SUPPLIES (INCLUDING GOPRINT CABLES); TRAINING; 10,000 COPIES PER MONTH: OVERAGES @ \$.015 PER/MONOCHROME COPY OVER 10,000 PER MONTH: ALL COLOR COPIES BILLED @ \$.053/EA (NO MINIMUMS) - **COLOR USAGE CAN BE DISABLED**

REFERENCE SACRAMENTO COUNTY RFP# 7294 CONTRACT# WA00025092 36-MONTH TERM RENTAL

EMAIL PURCHASE ORDER

EMAIL ADRRESS: Shane.Pitto@tbs.toshiba.com

Sub Total Amount Sales Tax Amount **Total PO Amount**

3,348.00 0.00

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**

Dewalda 8/7/2014

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

0001077325

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

Date 08/04/2014	Revision	Page 2	
Payment Terms	Freight Terms	Ship Via	
NET 30 SI	nipping Point	Best Metho	
Reference:		Location / Dept	
1006197 LEWISJ POONV KP		04ASPH IT	

Vendor: 0000018967

TOSHIBA BUSINESS SOLUTIONS 12677 ALCOSTA BLVD STE 100

SAN RAMON CA 94583

Phone: (888) 417-2000

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	

<u>BU Acct Fd Orq Prog Sub Proj Amount BYear</u> GENFD 5601 11 FL.VA.PAYP 61900 00000 041X 3,348.00 2015

0001006197KIRKLINK10-JUL-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**

Dewald 8/7/2014

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

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.

Requisition

TOSHIBA BUSINESS SOLUTIONS 12677 ALCOSTA BLVD STE 100 SAN RAMON CA 94583 Vendor:

United States

Ship To: **RECEIVING**

10 COLLEGE PARKWAY **FOLSOM CA 95630**

				_
Business Unit:	GENFD	OPEN		
Req ID:	Date		Page	
0001006197	07/09/2014		1	
Requester			Bldg#	
Jeff Lewis			T	
Requester Signature				

Requester Signature

Buyer: Vivian Poon

Approved:

Line-Schd	Description	Quanti	ty UOM	Price	Extended Amt Due Date
1-1	LEASE AGREEMENT TOSHIBA COPIER	1	LOT	3,348.00	3,348.00 07/31/2014
	BUNDLE: ONE E-STUDIO 2540C COLOR				
	DEVICE S/N:CHG116426 (LOCATION:				
	04ASPH151A/B); & ONE: È-STUDIO 355SE				
	B&W DEVICE S/N:07308367				
	(LOCATION:04ASPH23)				

Total Requisition Amount: 3,348.00

MAINTENANCE AGREEMENT - INCLUDED IN LEASE PMTS.

09/01/11 - 6/30/12 10/MOS @ \$319.00/MO = \$3,190.00 PO# 0001063321 - PAID/CLOSED 07/01/12 - 6/30/13 12/MOS @ \$319.00/MO = \$3,828.00 PO# 0001067981 - PAID/CLOSED 07/01/13 - 6/30/14 12/MOS @ \$319.00/MO = \$3,828.00 PO# 0001072566 - PAID/CLOSED

07/01/14 - 08/30/14 2/MOS @ \$319.00/MO = \$ 638.00 PO#

09/01/14 - 06/30/15 10/MOS@ \$271.00/MO = \$2,710.00

 $07/01/15 - 09/30/15 \ 2/MOS@ $271.00/MO = 542.00 TOTAL LEASE -48/MONTHS= \$14,736.00

36/MOS@ \$319.00 = \$11,484.00, 12/MOS@ \$271.00 = \$3,252.00: TOTAL 48/MO LEASE = \$14,736.00

INCLUDES: ALL PARTS, LABOR, SERVICES AND SUPPLIES (INCLUDING GOPRINT CABLES); TRAINING; 10,000 COPIES PER MONTH; OVERAGES @ \$.015 PER/MONOCHROME COPY OVER 10,000 PER MONTH; ALL COLOR COPIES BILLED @ \$.053/EA (NO MINIMUMS) -**COLOR USAGE CAN BE DISABLED**

REFERENCE SACRAMENTO COUNTY RFP# 7294 CONTRACT# WA00025092 36-MONTH TERM RENTAL

EMAIL PURCHASE ORDER

EMAIL ADRRESS: Shane.Pitto@tbs.toshiba.com

<u>BU</u>	Acct	<u>Fd</u>	Org	Prog	Sub	<u>Proj</u>	<u>Amount</u>
GENFD	5601	11	FL.VA.PAYP	61900	00000	041X	3,348.00

Approval Signature	Approval Signature	Approval Signature

TOSHIBA BUNDLE PROPOSAL FOLSOM LAKE COLLEGE

Featuring:

e-Studio 2540c Color Device(1 ea.)

25 B/W Copies/Prints per minute
25 Color Copies/Prints per minute
2 x550 Adjustable Drawers
100 Sheet RADF
Networking Print/Scan
Up to 12 x18 Paper
Wide Screen Touch Control Panel
Department Management
Magazine-Booklet Mode
Cabinet Stand
Set Up of "Go Print" including
GS Cable for Coin/bill/card Acceptor (part # 901-145-TOS-CL2)

e-Studio 355se Black & White (1 ea.)

35 B/W Copies/Prints per minute
2 x550 Adjustable Drawers
Binder Minders (Book Copying)
Networking Print/Scan
Up to 12 x18 Paper
Wide Screen Touch Control Panel
Department Management
Magazine-Booklet Mode
Cabinet Stand
COLOR Scanning
Set Up of "Go Print" including
GS Cable for Coin/bill/card Acceptor (part # 901-145-TOS-EB2)

Monthly Rental Payment (1 - 36 Month): \$319.00 Monthly Rental Payment (37 – 48 Month): \$271.00

Maintenance Agreement (Included in Payment):

- All Parts, Labor, Service and Supplies
- Training
- 10,000 Monochrome Copies Per Month
- Overages @ .015 Per Monochrome Copy Over 10,000 Per Month
- All Color Copies Billed @ .053 (No Minimums)
 Color usage can be disabled

Note: Requisition / Purchase Order must include the following:

Reference Sacramento County RFP #7294 Contract # WA00025092 36-Month Term Rental From: Shane Pitto

To: Wong, Barbara; Haney, Brenda

 Subject:
 RE: PO 0001077325 to Toshiba-invoice 11231117

 Date:
 Wednesday, September 17, 2014 10:43:41 AM

Importance: High

Hi Ladies ©

Thanks for the update and supporting documentation. I will go ahead and have the September invoice credited and re billed at the lower amount of \$271.00. The contract will be revised in our system effective 9-1-14 to 8-31-15. All future invoices will be billed at the correct amount.

Once I have a copy of the revised September invoice I will forward a copy to Barbara.

Appreciate all the assistance and support.

Have a wonderful rest of your day!!

Shane Pitto

State & Local Government Account Manager

Toshiba Business Solutions 1170 National Drive, Suite 60 | Sacramento, CA 95834 Direct: 916-928-2713 | Fax: 916-928-2704

shane.pitto@tbs.toshiba.com

www.tbs.toshiba.com



From: Wong, Barbara [mailto:WONGB@losrios.edu] Sent: Wednesday, September 17, 2014 9:42 AM

To: Haney, Brenda **Cc:** Shane Pitto

Subject: RE: PO 0001077325 to Toshiba-invoice 11231117

Hi Brenda,

Thanks for the confirmation. I will wait for incorrect invoice 11231117 to be credited and new invoice rebilled for correct amount.

Barbara

From: Haney, Brenda

Sent: Wednesday, September 17, 2014 9:29 AM

To: Wong, Barbara

Cc: Shane.Pitto@tbs.toshiba.com

Subject: RE: PO 0001077325 to Toshiba-invoice 11231117

Importance: High

Hi Barbara -

In answer to your question: want to confirm that on 9/1/2014 the monthly rate decreases from 319.00 to 271.00. If this is correct I will go back to the vendor and request a rebill for September billing.

Yes – here are the details:

Note: I have copied Shane Pitto on this email – as he should be able to assist you with obtaining any revised invoices to correct billing amounts on any of our Toshiba Leases.

- > This Contract# WA00025092 / Toshiba Lease Bundle 2540C SN: CHG116426 and 355SE SN:
 - **CPE14524** was set up as a 4YR Lease with the following billing/payment schedule:
 - o 36/MOS @ \$319.00/MO = \$11,484.00 Paid as follows: ** PO_0001063321 (10/MOS); PO_0001067981 (12/MOS); PO_0001072566 (12/MOS) = total of 34 Payments.
 - o <u>12/MOS @ 271.00/MO</u> = \$ 3,252.00 -
 - TOTAL 48/MOS LEASE = \$14,736.00
- **FY 2015 PO_00001077325** was set up for the following:
 - o 2/ MOS @ \$319.00 = \$638.00 for July 2014 and August 2014 invoices. ** Theses invoices should conclude the 36 payment/installments @ \$319.00.
 - o 10/MOS @ \$271.00 = \$2,710.00 for Sept 2014 June 2015 -
 - This reduced payment amount of \$271.00 should begin with the Sept 2014 invoice and continue to end of lease period.
- > FY 2016 PO will be set up for:
 - o 2/MOS @ \$271.00 = \$542.00 for July 2015 and August 2015 which will complete the 48 payment installments on this lease.

Thank you,

Brenda Haney

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

From: Wong, Barbara

Sent: Tuesday, September 16, 2014 6:09 PM

To: Haney, Brenda

Subject: RE: PO 0001077325 to Toshiba-invoice 11231117

Brenda,

I just want to confirm that on 9/1/2014 the monthly rate decreases from 319.00 to 271.00. If this is correct, I will go back to the vendor and request a rebill for September billing. Thanks for your confirmation on this.

Barbara

From: Haney, Brenda

Sent: Tuesday, September 16, 2014 3:37 PM

To: Wong, Barbara

Subject: FW: PO 0001077325 to Toshiba-invoice 11231117

Importance: High

Barbara -

SN: CPE145244 on Invoice is correct – I will submit change order to update PO. Meanwhile – please accept revised PO copy attached to process payment on INV# 11231117.

Thank you,

Brenda Haney

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

☎ 916.608.6635 | ⊠ <u>haneyb@flc.losrios.edu</u>

-----Original Message-----From: Wong, Barbara

Sent: Sunday, September 14, 2014 4:02 PM

To: Haney, Brenda

Subject: PO 0001077325 to Toshiba-invoice 11231117

Hi Brenda,

One of the serial numbers on PO 0001077325 to Toshiba does not match the serial number on the attached invoice 11231117. Please have the department verify the serial number for the second machine. We have 3 months of unpaid invoices. Thanks for your help on this.

Barbara Wong

Accounting Operations Supervisor Los Rios Community College District 1919 Spanos Court 1 Sacramento CA 95825

Phone: (916) 568-3038 E-mail: wongb@losrios.edu