LOS RIOS COMMUNITY COLLEGE DISTRICT
PURCHASE ORDER NO

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

 Date
 Revision
 Page

 07/08/2015
 1 - 07/31/2015
 1

 Payment Terms
 Freight Terms
 Ship Via

 NET 30
 Shipping Point
 Best Metho

 Reference:
 Location / Dept

 1006955 ANDREWSA GALLARZOC
 04EDCB247 ADMIN

0001082354

Vendor: 0000004283 PITNEY BOWES INC 3775 NORTH FREEWAY BLD STE 100 SACRAMENTO CA 95834

email:

Ship To: EL DORADO CENTER

RECEIVING

6699 CAMPUS DRIVE PLACERVILLE CA 95667

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 SN: TBD - 4 YR LEASE AGREEMENT FOR 1.00 EA 1,306.80 07/01/2015

SN: TBD - 4 YR LEASE AGREEMENT FOR DM300C POSTAGE MACHINE WITH 5 LB SCALE AT \$101.30 + \$7.60 TAX PER MONTH FROM: 7/1/15 -6/30/16.

TO BE INSTALLED AT EL DORADO CENTER MAILROOM - 04EDCB247

INCLUDES: EQUIPMENT, METER, MAINTENANCE, RESETS, PURCHASE POWER AND USPS UPDATES INCLUDES: INTELLILINK INTERFACE AND SUBSCRIPTION, ACCOUNTING SOFTWARE AND INSTALLATION 07/01/14 - 06/30/15: 12 MO @\$124.68 + \$9.36 SALES TAX PER MONTH = \$134.04, OLD: SN: 3176245 DC300 METER - LEASE EXPIRED PY PO# 0001077174

7/01/15 - 6/30/16: 12 MOS @\$101.30 + \$7.60 SALES TAX PER/MO = \$1306.80 7/01/16 - 06/30/17 12 MOS @\$101.30 + \$7.60 SALES TAX PER/MO = \$1306.80 7/01/17 - 6/30/18: 12 MOS @\$101.30 + \$7.60 SALES TAX PER/MO = \$1306.80

7/01/18 - 6/30/19: 12 MOS @\$101.30 + \$7.60 SALES TAX PER/MO = \$1306.80

CONTRACT# 043012-PIT ENCLOSED. SEND SIGNED ORIGINAL TO VENDOR WITH PURCHASE ORDER.

VENDOR TO PICK-UP OLD POSTAGE METER UPON INSTALLATION OF NEW DM300C METER

Sub Total Amount Sales Tax Amount Total PO Amount 1,306.80 0.00 1,306.80

Acct Fd Ora Prog Sub Proj **Amount BYear** GENED 67900 00000 041A 2016 5601 11 FL.VI.ELDO 1,306,80

0001006955KIRKLINK26-JUN-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

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.

Haney, Brenda

From:

Thomas McLay <Thomas.McLay@pb.com>

Sent:

Wednesday, July 08, 2015 5:54 AM

To:

Andrews, Adrienne

Cc:

Haney, Brenda

Subject:

El Dorado Center Lease Agreement

Attachments:

CustomerChecklist.pdf; Lease ContractNJP.pdf

July 8, 2015

Adrienne Andrews El Dorado Center

Customer Account Number: 00420026007

Dear Adrienne:

Thank you for sending the follow up email after our conversation. I have some good news and bad news regarding that contract. The bad news is that the NJPA contract Shannon used had some price changes and I cannot honor that pricing. The good news is that right now the price has gone down to \$101.31 per month. I do need to let you know that price changes have not taken effect for July yet. So while the price right now is lower, it is possible that it does change later this month. If you have any questions please let me know.

As a follow up to our conversation, attached is the lease documentation you requested. In order to process your lease request without delay, please make sure you do the following:

- 1. Sign and date the signature page on the attached document to confirm your acceptance of the lease agreement.
- 2. Please complete the document by writing in your Tax ID#.
- 3. Please include a copy of your current tax exemption certificate, if applicable.
- 4. Initial any changes you make to the name, title, address and contact information.

Once complete, please fax the lease agreement back to me at 1-203-546-2526 or scan and email to thomas.mclay@pb.com. If you have any questions, feel free to give me a call at 800-203-2581 x6515.

Best Regards, Tom

Tom McLay

Strategic Account Manager

T + 800 203 2581 x6515 **F** + 203-546-2526 <u>Thomas.McLay@pb.com</u> pitneybowes.com

Pitney Bowes

27 Waterview Dr Shelton, CT 06484

PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT NJPA STATE & LOCAL FMV LEASE, Contract #043012-PIT Agreement Number Your Business Information EL DORADO CENTER LOS RIOS COMMUNITY DBA Name of Lessee Tax ID # (FEIN/TIN) Full Legal Name of Lessee 95825-3905 1919 SPANOS CT **SACRAMENTO** CA Zip+4 State Billing Address: Street City 21849663865

6699 CAMPUS DR				PLACERVILLE		Billing CAN #	
						CA	95667-7744
Installation Address (If different from billing address): Street			City		State	Zip+4	
						00420026	007
Installation Contact Name				Installation Contact Phone #		Installation CAN #	
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Your Business Needs				Customer PO # Delivery CAN #		*	
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				(x) No Enrollment (I will pro	vide proof of insurance w	ithin the next 30 d	ays as noted in paragraph L9)
Your Pa	yment Plan						
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Requisition

Vendor:

Ship To:

PITNEY BOWES INC 3775 NORTH FREEWAY BLD STE 100

SACRAMENTO CA 95834 United States

RECEIVING

6699 CAMPUS DRIVE PLACERVILLE CA 95667

GENFD OPEN Business Unit: Page Req ID: Date 0001006955 07/01/2015 Requester Bldg# Adrienne Andrews ADMIN Requester Signature

Price

1,381.68

Christina Gallarzo Approved:

Line-Schd 1-1

Description

SN: TBD - 4 YR LEASE AGREEMENT FOR

DM300C POSTAGE MACHINE WITH 5 LB SCALE AT \$107.11 + \$8.03 SALES TAX

PER MONTH FROM: 7/1/15 -6/30/16TO BE INSTALLED AT EL

DORADO CENTER MAILROOM - 04EDCB247

Total Requisition Amount:

Quantity UOM

EA

1,381.68

Extended Amt Due Date

1,381.68 07/01/2015

INCLUDES: EQUIPMENT, METER, MAINTENANCE, RESETS, PURCHASE POWER AND USPS UPDATES INCLUDES: INTELLILINK INTERFACE AND SUBSCRIPTION, ACCOUNTING SOFTWARE AND INSTALLATION 7/01/15 - 6/30/16: 12 MOS @\$107.11 + \$8.03 SALES TAX PER/MO = \$1381.68 ¿ PO# 7/01/16 ¿ 06/30/17 12 MOS @\$107.11 + \$8.03 SALES TAX PER/MO = \$1381.68 ¿ PO# 7/01/17 - 6/30/18: 12 MOS @\$107.11 + \$8.03 SALES TAX PER/MO = \$1381.68 ¿ PO# 7/01/18 - 6/30/19: 12 MOS @\$107.11 + \$8.03 SALES TAX PER/MO = \$1381.68 ¿ PO# 7/01/18 - 6/30/19: 12 MOS @\$107.11 + \$8.03 SALES TAX PER/MO = \$1381.68 ¿ PO# CONTRACT# 043012-PIT ENCLOSED ¿ SEND SIGNED ORIGINAL TO VENDOR WITH PURCHASE ORDER.

VENDOR TO PICK-UP OLD POSTAGE METER UPON INSTALLATION OF NEW DM300C METER OLD: SN: 3176245 DC300 METER - LEASE EXPIRES 6/30/15 ¿ PY PO#_0001077174

BU Org Prog Sub Acct Fd Proj <u>Amount</u> GENFD 5601 11 FL.VI.ELDO 67900 00000 041A 1,381.68

CUSTOMER CHECKLIST

Welcome To Pitney Bowes

THANK YOU for your business. Below are answers to some commonly asked questions about your lease. Also, you will receive a Welcome Letter containing additional lease and account information. We value you as a customer and look forward to continuing to serve your needs.

Important Information Regarding Your Lease and Account

- How are taxes billed? State-required sales tax will be added to your lease invoice. If you are tax exempt please advise your sales representative. Property tax will be billed separately by Pitney Bowes on an annual basis.
- ♦ How often will I be invoiced? You will be invoiced quarterly. If you are a new leasing customer, you may see a charge for "Interim Rent" on your first invoice. This is for usage of your equipment from the date of installation until your lease officially commences. After the Interim Rent period you will receive your standard lease invoice showing your quarterly lease payment.
- How does ValueMax® work? As a reminder, if you do not provide Proof of Insurance within 30 days you will be automatically enrolled in the Pitney Bowes ValueMax® product protection program. You will see a charge on your quarterly lease invoice for this service as described in your lease agreement.
- How does Purchase Power® work? Remember, if you have not prepaid for postage then the Purchase Power® credit line attached to your postage meter account will be used and you will be billed as per your lease agreement.
- How does delivery and installation work? Your sales representative will provide an estimated delivery timeframe. Also, many Pitney Bowes products are self-installable; your sales representative will inform you if your equipment can be installed upon delivery or if a Pitney Bowes Service Technician is required.
- Online Account Access. You can access your account online to view and pay bills, place a service call, and take advantage of other online features.
 Visit us at www.pb.com/myaccount.
- Global Financial Solutions. Pitney Bowes Global Financial Solutions (PBGFS) is a wholly owned subsidiary of Pitney Bowes Inc. who provides financing for Pitney Bowes' products.
- How do Service Level Agreement customers obtain service? If you need service from one of our one thousand A+ Certified Service Professionals who are equipped with real time wireless technology, please call 800-522-0020.

Los Rios Community College District Requisition Manager SERVICE Req. No. 808473 Page 2015 MAR -2 P 1: 45 DATE MARCH 62, 2015 P.O. NO. Vendor Code DELIVERY INSTRUCTIONS Approved by / Date ADDRESS 3775 NORTH FREEWAY BLD STE 100 Reviewed by / Date CITY SACRAMENTO STATE CA ZIP 95834 CIR - ADMINISTRATION Dispatched Method / Date PHONE FAX Division Date Required ORDERED AMOUNT DESCRIPTION TOTAL PRICE GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES **UNIT PRICE** QUANTITY UNIT ITEM *Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION. 381 EASE ACREEMENT FOR DM300C 2 ACHINE WITH 5 LB 3 07.11+ \$8.03 SMESS 4 MONTH TO BE INSTALLED AT ROOM - OYEDCBZY 5 6 MOES: FRUIPMENT, METER, MAINTENANCE, DESER 7 POWER AND UCBS UPDATES. INCLUDES: ENTER INTERLIGINAL SUBSCRIPTION ACCOUNTING SOFTWARE AND LASTALLATION 30/16:12 MOS@\$107.11+\$9.03 SAUGS TAX PER MO=\$1,381.68 10 11 12 MOS(3 \$107.11+\$8.03 SAUES TAX PER MO=\$1,381.68 12 1115/04 107.11 + \$8.03 RAUS TAX PER MO = 181.28/162 +\$8.03 SMES Purchases Charged to Categorical Programs, Grants or Special Projects SalesTax This purchase is in compliance with the requirements of Program Name For grants/special projects 1,381.68 Project/Grant Number Total Program Director/Coordinator Signature Program Goal/Objective Number/Explanation I hereby certify the items/services listed above are to be obtained in accor-GENERY 56011 11/FL.VI. ELDO dance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws. Bus. Unit Account *Fund 67900/00000/2016 REQUESTED B Sub-Class Proj/Grnt Program SIGNATURE DATE Bus. Unit Account * Fund Org 3/2/15 Sub-Class AUTHORIZED: DEAN OR AUTHORIZED SIGNATURE DATE Proj/Grnt Amount Program *Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment APPROVED: VICE PRESIDENT, ADMINISTRATION DATE will be housed. **Location Code** Dept.

GS #127 08/12 District Office: White

College Requesting: Yellow

Instructions on Reverse

Requestor: Pink

Building

Area Dean: Goldenrod

Room No.