

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PURCHASE ORDER NO 0001085556

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date 02/24/2016	Revision 1	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 1007700 ANDREWS A ROUILLER S		Location / Dept 04OPER113 CUSTODAN

Supplier: 0000001455
 DELTA WIRELESS INC
 930 STRIKER AVE STE A
 SACRAMENTO CA 95834

Phone: (916) 928-1200
Fax: (916) 928-6062

email:

Ship To: FOLSOM LAKE COLLEGE
 RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798
 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	MOTOROLA IMPRES LI-ION 2250MAH BATTERY - FOR USE WITH XPR6350	5.00	EA	59.80	299.00	03/09/2016
Five hand radio batteries assigned to the El Dorado Center .						
All batteries to be shipped to FLC main campus: 10 College Pkwy, Folsom, CA 95630						
2- 1	MOTOROLA IMPRES LI-ION 2250MAH BATTERY - FOR USE WITH XPR6350	12.00	EA	59.80	717.60	03/09/2016
Twelve batteries assigned to Folsom Lake College main campus.						
3- 1	FREIGHT	1.00	EA	36.00	36.00	03/09/2016
4- 1	FREIGHT NON-TAXABLE	1.00	EA	36.00	36.00	03/09/2016

PER QUOTE DATED 02-05-16 - TM

Sub Total Amount	1,088.60
Sales Tax Amount	84.21
Total PO Amount	1,172.81

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4500	11	FL.VA.CUST	65300	00000	041A	832.69	2016
GENFD	4500	11	FL.VI.ELDO	65100	00000	041A	340.12	2016

0001007700KIRKLINK22-FEB-2016

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.
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.

Requisition

Supplier DELTA WIRELESS INC
930 STRIKER AVE STE A
SACRAMENTO CA 95834
United States

Ship To: RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630-6798

Business Unit: GENFD		OPEN
Req ID:	Date	Page
0001007700	02/10/2016	1
Requisition Name: DELTA WIRELESS RADIO BATTERIES		
Requester		Bldg#
Adrienne Andrews		CUSTODAN
Requester Signature		
Buyer: Suzanne Rouiller		
Approved:		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	MOTOROLA IMPRES LI-ION 2250MAH BATTERY - FOR USE WITH XPR6350	5	EA	59.80	299.00	02/20/2016

Five hand radio batteries assigned to the El Dorado Center .

All batteries to be shipped to FLC main campus: 10 College Pkwy, Folsom, CA 95630

2-1	MOTOROLA IMPRES LI-ION 2250MAH BATTERY - FOR USE WITH XPR6350	12	EA	59.80	717.60	02/20/2016
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Twelve batteries assigned to Folsom Lake College main campus.

3-1	FREIGHT	1	EA	72.00	72.00	02/20/2016
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Total Requisition Amount: 1,088.60

Tax rate 8% = \$87.09; to include 8% on Freight charges for total encumbrance of \$1,175.69.

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	4500	11	FL.VA.CUST	65300	00000	041A	772.91
GENFD	4500	11	FL.VI.ELDO	65100	00000	041A	315.69

Approval Signature

[Signature]
02-10-16

Approval Signature

[Signature]
2-10-16

Approval Signature



Delta Wireless, Inc.
 930 Striker Avenue, Suite A
 Sacramento CA 95834
 916-928-1200 fax 916-928-6062
 California C7 Contractor's License: 748224

Project Number PART SALE

SALES QUOTE

Customer

Name	<u>Folsom Lake College</u>	Contact	<u>Adrienne Andrews</u>
Address	<u>6699 Campus Drive</u>	Phone	<u>530.344.5716</u>
City	<u>Placerville</u>	Fax	<u></u>
State	<u>California</u>	Email	<u>Andrewa@flc.losrios.edu</u>
Zip	<u>95667</u>	Project	<u>XPR6350 Batteries</u>

Dates

Quote Issued	<u>2/5/2016</u>
Customer P.O.	<u></u>

Product/Service Name

Motorola IMPRES Li-ion 2250mAh Battery - For Use With XPR6350

Quantity	Price	TOTAL
17	\$59.80	\$1,016.60
Subtotal Page 1		\$1,016.60
Subtotal Pages 2-6		
Freight (Ground)		\$36.00
Taxable Subtotal		\$1,052.60
Tax		\$84.21
Nontaxable Labor		
Nontax Frt		\$36.00
Fuel Surcharge		
TOTAL		\$1,172.81

SCOPE OF WORK:

Delta Wireless, Inc. to provide the above radio batteries. Batteries to ship "ground freight" from Motorola. DWI to ship batteries "ground freight" to customers Folsom location.

Sales/Offered By: Trish Moser
Title: Sales, Service & Rentals
Phone Number: 916.928.1200
 Engineered By (Initials):

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for thirty (30) days after receipt



Delta Wireless, Inc.
 930 Striker Avenue, Suite A
 Sacramento CA 95834
 916-928-1200 fax 916-928-6062
 California C7 Contractor's License: 748224

Project Number PART SALE

Terms and Conditions

Customer			
Name	<u>Folsom Lake College</u>	Project	<u>XPR6350 Batteries</u>
Contact	<u>Adrienne Andrews</u>	Phone	<u>530.344.5716</u>

Dates	
Quote Issued	<u>2/5/2016</u>
Customer P.O.	<u></u>

TERMS AND CONDITIONS (Initial and Accept or Deny in the places provided)

- 1) **Installation contract:** This quote is based upon detailed information provided to Delta Wireless, Inc. by the quoted customer. Signing this quote formally constitutes a signed contract for products and services between Delta Wireless, Inc. and the customer. Initial
- 2) **Adds, moves and changes** to the scope of work described within this quote must result in a written change order signed by both parties, prior to the re-ordering or reconfiguration of any product or service provided on this quote. Initial
- 3) **Remobilization** charges (depending on distance) will be added to this quote if the vehicle and/or site are not available at the time and place scheduled with the customer, or is not in the condition or configuration described by the customer. Initial
- 4) **Used equipment** will be installed at the customer's own risk. Appearance and performance will not be improved by installation. Customers have the responsibility to inform Delta of equipment deficiencies prior to installation. Delta will be glad to provide a quote for the repair and/or replacement of any equipment. Initial
- 5) **Work Delay:** Installation will begin only after all equipment to be installed is physically on hand and ready for installation. A delay in the work schedule may occur if the customer requests "Adds, moves or changes" to this quotation or if a previously unknown or undisclosed condition is discovered during installation that alters the work required. If a "change order" results, a minimum of one hour may be charged and/or travel time assessed for the remobilization of labor on the project. Initial
- 6) **Restocking and freight:** A 25 % restocking fee will be added to the change order for any product returned by Delta, on the customer's behalf. If the equipment has already been installed and the product cannot be returned to the manufacturer, the customer must pay in full. Additional freight charges, if required, will be added to the change order. Initial
- 7) **Payment for equipment due upon receipt of equipment.** Initial
- 8) **Labor payment due upon completion of contract.**
- 9) **Labor warranty 30 days.** Does not cover labor required to troubleshoot and repair/replace defective equipment. Initial
- 10) **Video system extended labor warranty:** Delta offers an extended labor warranty to bridge the gap between the video equipment manufacturer's parts warranty and the cost of triage, analyzing, tracking, shipping, interfacing with the manufacturer, re-installing and testing the repaired video equipment. Each system is specific and unique requiring a quote. Please contact Delta Wireless at the number above. Accept Decline Initial
- 11) **Equipment warranty:** Manufacturer's warranty applies. All labor to troubleshoot, reprogram, and reinstall equipment will not be included in the warranty. Freight charges to the manufacturer will not be included. Initial
- 12) **Non-Solicitation:** Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension hereof, for any reason, either directly or indirectly: (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless employees to leave their employment or terminate their contracts or take away such employees; (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity; (c) call on solicit, induce, recruit or encourage any of the customers to terminate their relationships with Delta Wireless or take away such customers or (d) attempt to solicit, induce, recruit, encourage or take customer of Delta Wireless for the customer or any other person or entity. Initial
- 13) **Integration:** Delta has provided a diligent work effort to identify the complexity, reliability and compatibility of the integration required within the system design of this surveillance video solution. Manufacturers differ on their understanding, interpretation and documentation level of their equipment and software. Therefore, Delta is not liable for the written or verbal information provided to Delta and presented to our clients through manufacturers, vendors and suppliers while integrating existing or future equipment and/or systems. Change orders may occur when these factors result in additional labor hours, or if additional equipment or software is required to provide the level of integration desired or to remedy a situation caused by the integrated product. Initial
- 14) **Server warranty: Server Warranty:** Any attempt to alter software configuration or settings after server installation by other than Delta Wireless may void the server warranty and result in additional billing to restore proper system operation. An extended warranty through a Service Level Agreement (SLA) is available Call Delta Wireless for a quote. Accept Decline Initial
- 15) **Environmental limitations of video:** Variations in video quality due to changes in sun position, weather, lighting or housing cleanliness are a function of equipment limitations and are not a responsibility of Delta Wireless. Manufacturer's warranty provides for component repair at a Depot only and does not cover troubleshooting labor, shipping costs or restoration labor charges. No maintenance, warranty labor or shipping cost is provided by this installation agreement unless the customer purchases an extended labor warranty from Delta Wireless. Initial
- 16) **Interference:** Interference to licensed or unlicensed frequencies are not the responsibility of Delta Wireless. Initial

CUSTOMER SIGNATURE CONSTITUTES AGREEMENT WITH DELTA WIRELESS AND NETWORK SOLUTIONS TERMS AND CONDITIONS

QUOTE AND TERMS ACCEPTED BY:	Date:
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Quote valid for thirty (30) days after receipt