

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 0003016582
 CHANGE ORDER**

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date 12/16/2015	Revision 1 - 12/12/2016	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 3005315 WERF W ROUILLER S		Location / Dept 04FALR BKSTORE

Supplier: 0000009022
 MBS
 2711 WEST ASH
 COLUMBIA MO 65203

Phone: (800) 325-3252
Fax: (800) 866-0757

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	POS TOUCH REGISTER	8.00 EA	3,199.00	25,592.00	01/04/2016
2- 1	POS HARDWARE PERIPHERALS - VERIFONE MX915 PINPAD	11.00 EA	699.00	7,689.00	01/04/2016
3- 1	WINDOWS POS READY 7	11.00 EA	157.00	1,727.00	01/04/2016
4- 1	VERIFONE 5 YEAR BUYER PROTECTION PLAN MX9XX (11 QTY x \$89.00)	1.00 EA	979.00	979.00	01/04/2016
5- 1	POS DATA P2PE INJECTION	11.00 EA	83.64	920.04	12/22/2016
6- 1	SHIPPING	1.00 EA	159.17	159.17	12/12/2016

PER PRICING PROPOSAL DATED 12-02-15


12/12/2016 PER J HARMON - ADD QTY 11 UOM: EA UNIT PRICE: 83.64 DESCRIPTION: POS DATA P2PE
 INJECTION AND QTY 1 UOM: EA UNIT PRICE: 159.17 DESCRIPTION: SHIPPING - NEW PO TOTAL OF
 \$39,940.45 - NTS

DO NOT SEND TO VENDOR

Sub Total Amount	37,066.21
Sales Tax Amount	2,874.24
Total PO Amount	39,940.45

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
COPFD	6490	41	FL.VA.PROJ	69100	00201	051E	39,940.45	2017

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.

Purchase Order / Change Order Request

(One PO per Request)

PO # 0003016582

Request Date: 12/09/16

College/Dept.: FLC.BSO

Vendor Name MBS

FOR ACCOUNTING PURPOSES ONLY - **DO NOT SENT CHANGE ORDER TO VENDOR**

Add the following items to the purchase order:

QTY 11 UOM: EA UNIT PRICE: 83.64 Description: POS DATA P2PE INJECTION

QTY 1 UOM: EA UNIT PRICE: 159.17 Description: SHIPPING

BUDGET: COPFD 6490 41 FL.VA. PROJ 69100 00201 051E

PO COMMENTS:

BOOKSOTRE POS SYSTEM – CHANGE ORDER TO UPDATE PO FOR COMPONENT PARTS RECEIVED AND ADD SHIPPING CHARGES, TO PAY FINAL INVOICES AND CLOSE PO. ALL ITEMS INVOICED HAVE BEEN RECEIVED IN FULL.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0003016582

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Date 12/16/2015	Revision	Page 1
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Reference: 3005315 WERF W ROUILLER S		Location / Dept 04FALR BKSTORE

Supplier: 0000009022
 MBS
 2711 WEST ASH
 COLUMBIA MO 65203

email:

Ship To: FOLSOM LAKE COLLEGE
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PER PRICING PROPOSAL DATED 12-02-15

Sub Total Amount	35,987.00
Sales Tax Amount	2,800.64
Total PO Amount	38,787.64


BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
COPFD	6490	41	FL.VA.PROJ	69100	00201	051E	38,787.64	2016

0003005315KIRKLINK15-DEC-2015

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


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
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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.
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 MBS
 2711 WEST ASH
 COLUMBIA MO 65203
 United States

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

Business Unit: COPFD OPEN	
Req ID: 0003005315	Date: 12/10/2015
Requisition Name: MBS SYSTEMS - POS UPGRADE	
Requester: Wenda Vander Werf	Bldg#: BKSTORE
Requester Signature	
Buyer: Suzanne Rouiller	
Approved:	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	POS TOUCH REGISTER	8	EA	3,199.00	25,592.00	12/22/2015
ASSET DEPT: BKSTORE LOCATION: 04FALR CATEGORY: EQUIP 8 PROFILE: EQP:OTHER						
2-1	POS HARDWARE PERIPHERALS - VERIFONE MX915 PINPAD	11	EA	699.00	7,689.00	12/22/2015
ASSET DEPT: BKSTORE LOCATION: 04FALR CATEGORY: EQUIP 11 PROFILE: EQP:OTHER						
3-1	WINDOWS POS READY 7	11	EA	157.00	1,727.00	12/22/2015
ASSET DEPT: BKSTORE LOCATION: 04FALR CATEGORY: EQUIP 11 PROFILE: EQP:OTHER						
4-1	VERIFONE 5 YEAR BUYER PROTECTION PLAN MX9XX	11	EA	89.00	979.00	12/22/2015
ASSET DEPT: BKSTORE LOCATION: 04FALR CATEGORY: EQUIP 11 PROFILE: EQP:OTHER						
5-1	ANNUAL SUPPORT AND MAINTENANCE	8	EA	492.00	3,936.00	12/22/2015
ASSET DEPT: BKSTORE LOCATION: 04FALR CATEGORY: EQUIP 8 PROFILE: EQP:OTHER						

Total Requisition Amount: 39,923.00

SHIPPING FEE CHARGES NOT INCLUDED ON QUOTE

MAINTENANCE AGREEMENT AMOUNT ONLY , NO TAX

TAX: \$ 2878.96

PO TOTAL: \$42,801.96

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
COPFD	6490	41	FL.VA.PROJ	69100	00201	051E	39,923.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of _____

For grants/special projects _____

Name: _____

2015 DEC 10 P 4: 14
 FLC BUSINESS SERVICES

Approval Signature	Approval Signature	Approval Signature
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MBS Systems Pricing Proposal

for

FOLSOM LAKE COLLEGE BOOKSTORE

FOLSOM, CA

POS OS UPGRADES, 742 TERMINAL AND PIN PAD REPLACEMENT

12/02/15

Enclosed proposal pricing is valid until 01/02/16

Investment Summary

Investment Component	Initial Investment
MBS POS	
POS Hardware	\$35,516
POS Upgrade	\$471
Subtotal	\$35,987

Total System Investment	\$35,987
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* Rates do not include transportation, lodging, meals, and other reasonable travel related expenses which are to be paid by the customer.

* Above pricing does not include Sales Tax or shipping fee charges.

* F.O.B. Columbia, Missouri

* All prices are valid through 01/02/16.

POS OS UPGRADES, 742 TERMINAL AND PIN PAD REPLACEMENT²

MBS POS

Qty	Product Description	Unit Price /Lic. Fee	Annual Support /Maint.	Ext. Unit Price /Lic. Fee	Ext. Annual Support /Maint.
MBS POS					
POS Hardware					
POS Servers					
POS Registers					
8	POS Touch Register	\$3,199	\$492	\$25,592	\$3,936
	* SurePOS 570 15" IR Display				
	- HDD/Base/15" Touch				
	- USB Cable 1.4M Black				
	- Modular CANPOS w/Touchpad/Ptg Stick US Eng (no MSR)				
	- Keyboard Key Caps - 1x1 SS (25 units)				
	- Low Voltage Power				
	- Three Track Magnetic Strip Reader				
	- Integrated Cash Drawer Cable				
	- Fixed Till Insert for Full Size Cash Drawer				
	- Wide Cash Drawer-Iron Gray				
	- Distributed Character Display				
	- Distributed Display Cable				
	- Retail Countertop/Full Size Cash Dr Inte Tray & Printer Fill				
	- Cash Drawer Lock				
	- Cash Drawer Hardware Kit				
	- Power Cord, 4.3m Non-Locking				
	* SureMark Printer -w/Micr/Thermal/Impact IOR Warranty				
	- 80mm Paper Roll				
	- Iron Gray Cover				
	- Long Printer Cable - Powered USB				
	- Interface Adapter USB Dual Station				
8	Windows POS Ready 7	\$157	\$0	\$1,256	\$0
POS Hardware Peripherals					
11	Verifone - MX915 Pin Pad	\$699	\$0	\$7,689	\$0
	* Power Supply 04250-01				
	* Blue USB Cable				
	* Lic. App Software MX8XX				
11	Verifone 5 Year Buyer Protection - MX9xx	\$89	\$0	\$979	\$0
Total POS Hardware				<u>\$35,516</u>	<u>\$3,936</u>
POS Upgrade					
3	Windows POS Ready 7	\$157	\$0	\$471	\$0
Total POS Upgrade				<u>\$471</u>	<u>\$0</u>

Credit management is a critical component of point-of-sale. Numerous credit card clearing house companies are available to your institution.

POS OS UPGRADES, 742 TERMINAL AND PIN PAD REPLACEMENT³
Schedule C: Warranties

EQUIPMENT DESCRIPTION	MANUFACTURER	WARRANTY PERIOD
POS Touch Register	Toshiba	1 YEAR
Verifone - MX915 Pin Pad	Verifone	1 YEAR

Please see attached "Terms and Conditions".

POS OS UPGRADES, 742 TERMINAL AND PIN PAD REPLACEMENT¹

Terms and Conditions

POS Hardware

- * The VeriFone Pin Pads may require future software updates for EMV and NFC functionality which may carry an additional cost.
- * For Bookstores utilizing TSYS as the credit and Debit with PIN authorizer, shipping expense for the VeriFone terminals will include the shipping costs from VeriFone to TSYS and the shipping cost from TSYS to the Bookstore.
- * All prices are valid through 01/02/16.
- * All maintenance prices are based on a annual amount.
- * F.O.B. Columbia, Missouri.

POS Software

- * Campus Debit/One Card interface license(s) and/or support fees may apply in addition to the MBS license(s) quoted in this proposal. Campus card providers may require these additional license(s) be purchased, from them directly, to allow their system(s) to communicate with MBS POS even if your POS System is interfaced to one currently. Please contact your Campus Debit/One Card office or representative for information on what expenses might be incurred in purchasing the required license to deploy an interface with the MBS Point of Service Solution.
- * MBS POS Tokenization Annual Service Fee includes a thirty (30) day grace period with annual payment due on contract anniversary paid directly to Paymetric. This annual fee is paid to Paymetric, Inc. and will be renewed, per the agreement, on the anniversary date of the execution of the contact.

Warranties

- * The bookstore is responsible for the maintenance fee following the warranty period.
- * POS Servers should be covered by on-site maintenance with Toshiba after the initial warranty period. This on-site service will carry an additional charge.