

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001087990

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 07/13/2016	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 1008039 MEROUXL ROUILLERS		Location / Dept 04CYPH112 SME

Supplier: 0000002195
 GETINGE/CASTLE
 1777 EAST HENRIETTA RD
 ROCHESTER NY 14623

Phone: (800) 950-9912
Fax: (800) 950-2570

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
1- 1	PREVENTATIVE MAINTENANCE PLAN WITH QUARTERLY SERVICE FOR: 1. S/N 05E06086 STERILIZATION 21" SM GETINGE 522LS 2. S/N GC-32099-R05 GENERATOR CAS30B 3. S/N 05200473 WATTS RO MODERNIZATI HS200 WATTS R INCLUDES REPLACEMENT PARTS AND LABOR 7/1/16 - 6/30/17	1.00 EA	3,144.00	3,144.00	07/13/2016

PER QUOTE# QC85590-16

Sub Total Amount	3,144.00
Sales Tax Amount	0.00
Total PO Amount	3,144.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.VI.BIOL	04000	00000	041A	3,144.00	2017

0001008039KIRKLINK08-JUL-2016

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 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: GETINGE/CASTLE
1777 EAST HENRIETTA RD
ROCHESTER NY 14623
United States

000002195

Phone: (800) 950-9912 **Fax:** (800) 950-2570
email:

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

Business Unit: GENFD OPEN	
Req ID: 0001008039	Date: 07/01/2016
Requisition Name: 2017 GETINGE	
Requester: Linda Meroux	
Requester Signature: _____	
Buyer: Suzanne Rouiller	
Approved: _____	



Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	PREVENTATIVE MAINTENANCE PLAN WITH QUARTERLY SERVICE FOR: 1. S/N 05E06086 STERILIZATION 21" SM GETINGE 522LS 2. S/N GC-32099-R05 GENERATOR CAS30B 3. S/N 05200473 WATTS RO MODERNIZATI HS200 WATTS R INCLUDES REPLACEMENT PARTS AND LABOR 7/1/16 - 6/30/17	1	EA	3,144.00	3,144.00	07/01/2016

Total Requisition Amount: 3,144.00

RECEIVER REQUIRED
AMOUNT ONLY
NO TAX
PER QUOTE# QC85590-16

<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	5600	11	FL.VI.BIOL	04000	00000	041A	3,144.00

Approval Signature 		
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GETINGE

GETINGE GROUP

LABOR ONLY SCHEDULED MAINTENANCE PLAN (NO PARTS)


Includes Preventative Maintenance No Parts

Quotation no.: QC85590-16

Date Effective: 07/01/2016 to 06/30/2017

FOLSOM LAKE COLLEGE S
10 COLLEGE PARKWAY
FOLSOM, CA 95630

Agreement received for Getinge USA, Inc. by:



Ursula Phommanirat
Contract Administrator

Equipment Schedule

Model	Description	Asset No.	Serial Number	Location	PM/YR	Price
1 522LS	Sterilization,21" Sm		05E06086	LAB	2	1,731.00
2 CAS30B	GENERATOR		GC-32099-R05	LAB	2	867.00
3 HS-200 WATTS R	Watts RO Modernizati		05200473		2	546.00

Sub Total :\$3,144.00

Total Fee: \$3,144.00

Customer Approval:

Invoiced at the rate of: \$786.00

Customer name: _____

Invoice intervals (in months): 3 (4 time/s per year)

Title: _____

Invoicing method: Advanced Invoicing

Phone no.: _____

Purchase order no. * : _____

* Submission of payment indicates acceptance of terms and conditions. A copy of the purchase order is required for agreements totaling \$5000.00 or more.

Getinge Group

1777 East Henrietta Rd Rochester, New York 14623

Phone 800.950.9912

Fax 585.214.6034

Quotation no.: QC85590-16

Page 1 of 5

Date: 4/21/2016

The price quoted in this proposal will remain firm for ninety (90) days from this date.

GETINGE

GETINGE GROUP

April 21, 2016

FOLSOM LAKE COLLEGE S
10 COLLEGE PARKWAY
FOLSOM, CA 95630

Reference: Preventive Maintenance Plan: **QC85590-16**
Purchase Order number: **0001083104**

Dear Ms. Linda Meroux, Lab Supervisor :

We want to provide the best technical service available to our customers. The scheduled preventive maintenance currently provided for your equipment by our factory trained Getinge Service Representatives is essential to assure continued optimum performance and reliability. This is achieved best with the above referenced Preventive Maintenance Plan. At the request of Dan Lodema, we are pleased to submit the enclosed renewal proposal for your review and approval.

The amount for the proposed renewal agreement will be **\$3,144.00**. This is payable at the rate of **\$786.00** invoiced quarterly. Attached are two copies of the renewal agreement. Please sign and return one copy of the agreement along with a purchase order in the amount of **\$3,144.00** to:

Getinge USA, Inc.
1777 East Henrietta Rd.
Rochester, NY 14623

You may also fax this information to us at 585.214.6034. Upon receipt of your purchase order, you will be invoiced according to your selected billing cycle. Please note that if this existing agreement expires without renewal, future service activity will be billed at our prevailing labor rate of **\$215.00** per hour.

We value your business highly and look forward to providing you with quality service in years to come. If you require further information regarding this revised agreement, please contact our Customer Service Center at **800.950.9912**

Sincerely,



Ursula Phommanirat
Contract Administrator

Getinge USA, Inc.
1777 East Henrietta Road
Rochester, New York 14623-3133
Phone: (800) 475-9040
Fax: (585) 272-5033
info.northamerica@getinge.com
www.getinge.com

SERVICE AGREEMENTS - SUMMARY

Labor Only Schedule Maintenance Plan (No Parts): *Formally known as QC*

- One (1) annual Preventive Maintenance (Major) Labor / PM
- Four (4) quarterly Preventive Inspections (Minor) Labor / PI

¹Four (4) preventive events annually. During 1 event, the Major and one (1) Minor inspection will be completed at the same time.

SERVICE AGREEMENT MODULES – DETAILS

PREVENTIVE MAINTENANCE (MAJOR) LABOR / PM:

Getinge USA, Inc. will perform one (1) Scheduled Maintenance activity completed annually. This maintenance will be performed by or under the supervision of Getinge trained and certified technicians. Getinge will rebuild or replace any Scheduled Maintenance designation part that has failed due to wear and tear or which requires replacement outlined by the OEM Service Manual. Each Scheduled Maintenance will be performed in accordance with established procedures and shall include PI inspection of all equipment. All labor required accomplishing the Scheduled Maintenance, adjustments, lubrication, installation or rebuild of replacement parts and testing is included.

PREVENTIVE INSPECTION (MINOR) LABOR / PI:

Getinge USA, Inc. will include all labor to perform one (1) Preventive Inspection in accordance with established procedures at intervals outlined in the attached proposals. This maintenance will be performed by or under the supervision of Getinge trained and certified technicians as required by the OEM Service Manual. A detailed inspection of the overall equipment functionality during standby as well as during operation will be accomplished. Any defects will be documented and reported to the equipment owners via a Service Call Report.

ENTIRE AGREEMENT: The entire Agreement between Getinge USA, Inc. and customer and may not be amended or modified except in writing signed by Getinge USA, Inc. and customer.

EQUAL OPPORTUNITY CLAUSE: Getinge USA, Inc. complies with the equal opportunity, affirmative action, and employee notice requirements specified in the Equal Opportunity Clauses at CFR 60-1/4, 41 CFR 60-250.5(a), 41 CFR 60-300.5(a), and 41 CFR 60-641.5(a) and the Employee Notice Clause at 29 CFR 471 Appendix AQ to Subpart A, where applicable.

Normal Work Hours – This Agreement specified equipment maintenance be performed during normal work hours – 8AM through 5PM, Monday through Friday. Work performed on equipment listed above outside the scope of the contract will be billed at the preferred labor rate.

After Hours – Work performed after 5PM through 8AM, Monday through Saturday, (excluding national holidays) will be billed at 1.5 times the preferred labor rate at a minimum of 4 hours, portal to portal.

Emergency After Hours – Emergency after hours work performed on a Sunday or national holiday will be billed at 2 times the preferred labor rate at a minimum of 4 hours portal to portal.

Non Contract related repairs – Work performed on equipment *not* listed above will be billed at the prevailing labor rate. In the case of after-hours or emergency after hours repairs, multipliers (times factors) as detailed in the aforementioned paragraphs shall apply.

All services are subject to current fuel surcharge rates