LOS RIOS COMMUNITY COLLEGE DISTRICT

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.

DateRevisionPage09/13/20161 - 09/14/20161Payment TermsFreight TermsShip ViaNET 30Shipping PointBest MethoReference:Location / Dept1008589 DOWELLZ SHEWMAKERN04ASPH130 INST

PURCHASE ORDER NO 0001088935

| Supplier: 0000038096 INVENTABLES 600 W. VAN BOREN #602 CHICAGO IL 60607 | R 10 F(| OLSOM LAKE COLLEGE ECEIVING D COLLEGE PARKWAY OLSOM CA 95630-6798 nited States |
|---|---------------|--|
| Phone: (312) 775-7009 | | |
| email: tom@inventables.com | Sa | 919 Spanos Court acramento CA 95825-3981 nited States |

| Line-Sch | Item/Description | Quantity UOM | PO Price | Extended Amt | Due Date |
|----------|---|--------------|----------|--------------|------------|
| 1- 1 | 3D CARVING MACHINE - CARVEY® - VOLTAGE: 110V; - EASEL BIT SET - TWO-COLOR HDPE MOSAIC KIT FOR SCHOOLS; CARVEY MATERIAL STARTER BUNDLE; CIRCUIT BOARD BUNDLE | 1.00EA | 2,265.00 | 2,265.00 | 09/15/2016 |
| 2-1 | SHIPPING | 1.00EA | 189.54 | 189.54 | 09/13/2016 |

PER ESTIMATEt# 49510 date: 8/31/2016

Tax Exempt2 N

| Sub Total Amount | 2,454.54 |
|------------------|----------|
| Sales Tax Amount | 181.20 |
| Total PO Amount | 2,635.74 |

| <u>BU</u> | Acct | <u>Fd</u> | <u>Org</u> | Prog | <u>Sub</u> | <u>Proj</u> | <u>Amount</u> | <u>BYear</u> |
|-----------|------|-----------|------------|-------|------------|-------------|---------------|--------------|
| GENFD | 6490 | 12 | FL.CP.MAKR | 61900 | 00000 | 696A | 2,635.74 | 2017 |

0001008589KIRKLINK08-SEP-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.

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 <u>PURCHASE ORDER TERMS AND CONDITIONS</u>

- 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.
- TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
 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.
- 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.

| | MISCELLA ***** CA 95 United Sta | 5825 | | 000 | 0003680 | Business Uni Req ID: 0001008589 Requisition | Date 08/31/2 Name: | Page |
|--|--|---------------|----------------------------|-----------------------------|---------------------|---|--------------------------|----------------------------|
| Ship To: | email: RECEIVIN 10 COLLE FOLSOM (| GE PARK | WAY 6798 | | | 2017 Inventa Requester Zachary Dow Requester Signa Buyer: Nick Approved: | ell | Bidg# INST |
| Line-Schd | De | escription | | | (| Quantity UOM | Price | Extended Amt Due Date |
| 1-1 | V0 E4 ; T S0 | CHOOLS; C | ET R HDPE MOS | RIAL STARTER | | 1 EA | 2,265.00 | 2,265.00 09/15/2016 |
| ASSET DE | EPT: INST | | LOCATION: | 04ASPH130 | CATEGORY: | EQU:OTHER 1 | PROFILE: E | QP:OTHER |
| 2-1 | SH | HIPPING | | | | 1 EA | 189.54 | 189.54 09/15/2016 |
| ASSET DE | EPT: INST | | LOCATION: | 04ASPH130 | CATEGORY: | EQU:OTHER 1 | PROFILE: E | QP:OTHER |
| | | | | | Tota | al Requisition Amo | unt: | 2,454.54 |
| **** Itam in a | on sale until S | | | | | | | |
| Chicago, IL 6 312) 775-70 Please refere | 09 | attached q | uote for custor | nized Carvey. | | | | |
| ax \$181.20 | | | | | | | | |
| sub: \$2,265 ax \$181.20 hipping \$189 | | | | | | | | |
| ax \$181.20 hipping \$189 otal: \$2635.7 | 74 | II Tess at vA | 776 | | | | | |
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| ax \$181.20 hipping \$189 otal: \$2635.7 | 74 | ll Tess at x6 | 776 | | | | | |
| ax \$181.20 hipping \$189 otal: \$2635.7 ny questions | 74 | ll Tess at x6 | 776 | | | | | |
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| ax \$181.20 shipping \$189 otal: \$2635.7 any questions y! | 74 s - please cal | | | <u>ub Proj</u> 0000 696A | <u>Amo</u> 2,454 | <u>int</u> 54 | | |

Requisition

| Supplier: | MISCELLANEOUS | 000003680 | Business Unit: | GENFD | OPEN |
|-----------|---|-----------|--|-------------|----------------------|
| | ***** | | Req ID: | Date | Page |
| | ***** CA 95825 United States | | 0001008589 Requisition Name 2017 Inventables | | 2 |
| | email: | | Requester Zachary Dowell | 2 | Bldg# |
| Ship To: | RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630-6798 | | Requester Signature | s Shewmaker | 1101 |
| Line-Schd | Description | | Quantity UOM | Price E | xtended Amt Due Date |

| | | | grams, Grants or Spe | | 6 |
|----------------|-----------------------|--------------------|----------------------|----------|---|
| This purchase | is in compliance with | the requirement of | MakerSpi | ace 696X | |
| For grants/spe | eial projects | 10. A | | | |
| Whe W | at | Hanly | 1 | | |
| Name: | | / | | | |

| | 1 1 | |
|---|--------------------|---|
| [| Approval Signature | |
| | ALTANA | 1 |

8/31/2016

Re Carvey by Inventables

To whom it may concern;

Carvey by Inventables is currently only available by Inventables, the manufacturer of this product.

Enclosed in this packet is the sole source justification letter from the vendor and also the sole source justification which has been completed for this product

If there are any questions, please feel free to contact me at 916.608.6776

Thank you.

Theresa Hendricks

The second

Theresa D. Hendricks | Physical Sciences Laboratory Folsom Lake College | 10 College Parkway | Folsom, CA 95630

p. 916.608.6776 | f. 916.608.6991 | hendrit@flc.losrios.edu | www.flc.losrios.edu

LOS RIOS COMMUNITY COLLEGE DISTRICT Sole Source Purchase Justification

| | 1. | | | |
|--------------------|------------|---------|---------------------|--------------------|
| Vendor: Inve | ntables 1. | nc Rea | quisition No: 000/0 | 0 8589 |
| Commodity/Service: | 3D Carving | Machine | One time | D 5589 Purchase |
| | | | \$: 2435.7 | |

Pursuant to Purchasing Policy, Sole Source purchase requests & approvals must be performed in advance and shall be supported by written documentation. This form and appropriate supporting documentation fulfils that requirement.

<u>Initial all entries below that apply to the proposed purchase.</u> Attach support documentation justification memo as described below (More than one entry will apply to most sole source products/services for purchase requested).

1.

SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)

- SOLE SOURCE REQUEST IS FOR ONLY GREATER SACRAMENTO AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturers <u>not the distributor's</u> written certification that identifies all regional distributors. Item no. 4 also must be completed.)
 - THE PARTS/EQUIPMENT IS NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- 5. _____ THE PARTS/EQUIPMENT IS REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- 6. _____ CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)PURCHASE CONTRACT NO:____
- 7. ______ "PIGGY-BACK"/UMBRELLA PURCHASE ON ANOTHER GOVERNMENT ENTITY'S CONTRACTS
- 8. _____ NONE OF THE ABOVE APPLIES. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests commodities and services to be procured from the vendor identified as the sole source supplier of the service or material described in this sole source justification and is authorized as a sole source for the service or material.

AUTHORIZED SIGNATURE

| SOLE SOURCE AUTHORIZATION: (PURCHASING USE ONLY) | | |
|---|------------|--------------------|
| | □ APPROVED | □ DISAPPROVED |
| By: | Date: | Guidelines Div. #: |



8/30/16

To whom it may concern,

Inventables is currently the only source for the Carvey® branded 3D carving machine.

Inventables is the sole producer of X-Carve® branded 3D carving kits.

Please note the X-Carve[®] design is open source and can be shared or modified for any purpose, even commercially.

Sincerely,

Phil Lomac Head of Customer Success Inventables Inventables, Inc 600 W. Van Buren St. Suite 602 Chicago, IL 60607 312-775-7009

Estimate

| Date | Estimate # |
|-----------|------------|
| 8/31/2016 | 49510 |

Name / Address

Folsom Lake College 10 College Parkway Folsom, CA 95634

Terms

These may not be the exact specs requested on your RFQ. This estimate does not hold Inventables accountable for any terms and conditions listed on the RFQ that was submitted. Our customer service and shipping policies can be found at www.inventables.com. Please note this is an estimate which may or may not include estimated shipping costs. Actual shipping costs will be detailed on the final Invoice.

| | | Total | | \$2,454.54 |
|-----------------|--|-------|----------|------------|
| Shipping - Reve | Easel Bit Set Set of 4 bits that can be selected in Easel for simple cut settings Two-Color HDPE Mosaic Kit for schools 60 Tiles (5 each of 12 color combinations) Carvey Material Starter Bundle Carvey material starter bundle (9 varieties of woods, plastics and foams for carving) Circuit Board Bundle Circuit board bundle (PCB drills, milling bits and a 25 pack of 4"x6" two-sided circuit board blanks) Shipping | | 189.54 | 189.54 |
| | Carvey® Voltage: 110V | | 2,265.00 | 2,265.00 |

www.inventables.com

| Inventables | | | | |
|-------------------------|--|------------|-------------------------------------|--------------------|
| ← Back to Previous Page | Previous Page | | Questions? Visit our support center | |
| 🔒 Your Shoppi | ng Cart | | | |
| ltem | Description | Unit Price | Quantity | Total |
| Carvey® | Carvey® Voltage: 110V | \$2,125.00 | 1 Update | \$2,125.00 |
| | Easel Bit Set Set of 4 bits that can be selected in Easel for simple cut settings Two-Color HDPE Mosaic Kit for | | | |
| | schools 60 Tiles (5 each of 12 color combinations) | | | |
| | | | Use a | a gift certificate |

| | Item | Qty | Tota |
|---------|-----------------------------|--------|------------|
| Carvey® | | 1 | \$2,125.00 |
| | Subtotal: Shipping Cost: | | \$2,125.00 |
| | | | \$178.26 |
| | Grand | Total: | \$2,303.26 |

Shipping Method

Carvey® UPS Ground - \$99.10

Other Items UPS Ground - \$79.16

