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.

#### PURCHASE ORDER NO 0001090492 CHANGE ORDER

Date	Revision .	Page
12/19/2016	2 - 06/13/201	7 1
Payment Terms	Freight Terms	Ship Via
	ipping Point	Best Metho
Reference:		Location / Dept
1008784 CROFFJ	SHEWMAKERN	04PE211

Supplier: 0000036798 CALIFITNESS, INC. 3017 W. DAKOTA AVE FRESNO CA 93722

Phone: (877) 556-5503 Fax: (866) 929-6276

email: michaela@califitness.com

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	MAINTENANCE & REPAIR AGREEMENT FOR FITNESS/EXERCISE EQUIPMENT LOCATED AT FOLSOM LAKE COLLEGE MAIN CAMPUS FROM NOVEMBER 8, 2016 - JUNE 30, 2017	1.00 EA	2,120.00	2,120.00	05/01/2017

PREMIUM QUARTERLY SERVICE - \$995.00 PER QTR. INCLUDES: 2 SERVICE/LABOR VISITS PER QTR. INCLUDES A ONE-TIME SCHEDULED SERVICE PER QTR FOR COMPREHENSIVE MAINTENANCE SERVICE, ONE ADDITIONAL SERVICE/LABOR PER QTR (AT NO CHARGE). THEREAFTER EACH ADDITIONAL SERVICE VISIT IS \$75.00, LABOR RATE IS \$65.00 PER HOUR, AND UP TO 10% OFF RETAIL PARTS DISCOUNT (VARIES BY MANUFACTURER).

2- 1

MAINTENANCE & REPAIR AGREEMENT FOR FITNESS/EXERCISE EQUIPMENT LOCATED AT FOLSOM LAKE COLLEGE - EL DORADO CENTER CAMPUS

FROM JANUARY 3, 2017 - JUNE 30, 2017

1.00 EA

510.00

510.00

05/01/2017

SEMI-ANNUAL SERVICE ECONOMY - \$225.00 EACH VISIT. INCLUDES SCHEDULED SERVICE TWICE PER YEAR (ONCE EVERY 6 MONTHS) FOR A MAINTENANCE/SAFETY CHECK, INSPECTION & DIAGNOSTICS OF EQUIPMENT, EAD ADDITIONAL SERVICE VISIT IS \$95.00 PER HOUR.

3- 1	ESTIMATED PARTS ON LINE 1	1.00 EA	476.56	476.56	05/01/2017
4- 1	ESTIMATED PARTS ON LINE 2	1.00 EA	668.04	668.04	05/01/2017

PER ENCLOSED CALFITNESS QUARTERLY FITNESS EQUIPMENT MAINTENACE AGREEMENT AND SCOPE OF SERVICE, DATED OCTOBER 5, 2016 AND DECEMBER 9, 2016.

PERSONNEL AUTHORIZIED TO ORDER SERVICE & REPAIR: MATT WRIGHT, JEFF CHALE, JEANNE CROFF

PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED.

2/07/2017 PER SABO P - CHANGE LINE 3 PRICE TO \$779.00 AND LINE 4 PRICE TO \$727.00 - NEW PO TOTAL IS \$4,277.00 - NTS

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

Authorized Signature on Total PO Amount Page

#### DO NOT SEND TO VENDOR

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.

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.

# PURCHASE ORDER NO 0001090492 CHANGE ORDER

Date	Revision	Page
12/19/2016	2 - 06/13/201	7 2
<b>Payment Terms</b>	Freight Terms	Ship Via
NET 30 S	hipping Point	Best Metho
Reference:	· ·	Location / Dept
1008784 CROFF	J SHEWMAKERN	04PE211

Supplier: 0000036798 CALIFITNESS, INC. 3017 W. DAKOTA AVE FRESNO CA 93722

Phone: Fax:

(877) 556-5503 (866) 929-6276

email: michaela@califitness.com

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 Dat	:е

06/13/2017 PER P SABO - CHANGE UNIT PRICE ON LINES 1 TO: \$ 2120.00 - CHANGE UNIT PRICE ON LINES 2 TO: \$ 510.00 - CHANGE UNIT PRICE ON LINES 3 TO: \$ 476.56 - CHANGE UNIT PRICE ON LINES 4 TO: \$ 668.04 - REDUCE PO TO \$3,774.60 PER M. WRIGHT ; ALL MAINTENANCE & REPAIR COMPLETED PER CONTRACT AGREEMENT FOR THIS PURCHASE ORDER. - PAY ALL INVOICES TOTALING \$3,774.60, AND CLOSE PO. - NTS

Sub Total Amount Sales Tax Amount Total PO Amount

3,774.60
0.00
 3,774.60

 BU
 Acct
 Fd
 Org
 Prog
 Sub
 Proj
 Amount
 BYear

 GENFD
 5600
 11
 FL.VI.KINE
 08500
 00000
 041A
 3,774.60
 2017

0001008784KIRKLINK15-DEC-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

O. Set 4/13/17

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.

## **Change Order Request**

PO # 0001090492 Request Date: 06/12/17 College/Dept: FLC/ATHL

Vendor Name CALIFITNESS

#### DO NOT SEND TO VENDOR

Change Unit Price on Lines 1 to: \$ 2120.00

Change Unit Price on Lines 2 to: \$510.00

☐ Change Unit Price on Lines 3 to: \$476.56

☐ Change Unit Price on Lines 4 to: \$ 668.04

#### **PO COMMENTS:**

REDUCE PO TO \$3,774.60 PER M. WRIGHT – ALL MAINTENANCE & REPAIR COMPLETED PER CONTRACT AGREEMENT FOR THIS PURCHASE ORDER. PAY ALL INVOICES TOTALING \$3,774.60, AND CLOSE PO.

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.

#### PURCHASE ORDER NO 0001090492 CHANGE ORDER

Date	Revision	Page
12/19/201	6 1 - 02/07/203	17 1
Payment Te		Ship Via
NET 30	Shipping Point	Best Metho
Reference:		Location / Dept
	OFFJ SHEWMAKERN	04PE211

Supplier: 0000036798 CALIFITNESS, INC. 3017 W. DAKOTA AVE FRESNO CA 93722

Phone: Fax:

(877) 556-5503 (866) 929-6276

email: michaela@califitness.com

ADDITIONAL SERVICE VISIT IS \$95.00 PER HOUR.

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		4.4			
Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	MAINTENANCE & REPAIR AGREEMENT FOR FITNESS/EXERCISE EQUIPMENT LOCATED AT FOLSOM LAKE COLLEGE MAIN CAMPUS FROM NOVEMBER 8, 2016 - JUNE 30, 2017	1.00 EA	2,321.00	2,321.00	05/01/2017

PREMIUM QUARTERLY SERVICE - \$995.00 PER QTR. INCLUDES: 2 SERVICE/LABOR VISITS PER QTR. INCLUDES A ONE-TIME SCHEDULED SERVICE PER QTR FOR COMPREHENSIVE MAINTENANCE SERVICE, ONE ADDITIONAL SERVICE/LABOR PER QTR (AT NO CHARGE). THEREAFTER EACH ADDITIONAL SERVICE VISIT IS \$75.00, LABOR RATE IS \$65.00 PER HOUR, AND UP TO 10% OFF RETAIL PARTS DISCOUNT (VARIES BY MANUFACTURER).

2- 1

MAINTENANCE & REPAIR AGREEMENT FOR FITNESS/EXERCISE EQUIPMENT LOCATED AT FOLSOM LAKE COLLEGE - EL DORADO CENTER CAMPUS FROM JANUARY 3, 2017 - JUNE 30, 2017 1.00EA 450.00 450.00 05/01/2017

SEMI-ANNUAL SERVICE ECONOMY - \$225.00 EACH VISIT. INCLUDES SCHEDULED SERVICE TWICE PER YEAR (ONCE EVERY 6 MONTHS) FOR A MAINTENANCE/SAFETY CHECK, INSPECTION & DIAGNOSTICS OF EQUIPMENT, EAD

3- 1 ESTIMATED PARTS ON LINE 1 1.00 EA 779.00 779.00 05/01/2017
4- 1 ESTIMATED PARTS ON LINE 2 1.00 EA 727.00 05/01/2017

PER ENCLOSED CALFITNESS QUARTERLY FITNESS EQUIPMENT MAINTENACE AGREEMENT AND SCOPE OF SERVICE, DATED OCTOBER 5, 2016 AND DECEMBER 9, 2016.

PERSONNEL AUTHORIZIED TO ORDER SERVICE & REPAIR: MATT WRIGHT, JEFF CHALE, JEANNE CROFF

PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED.

2/07/2017 PER SABO P - CHANGE LINE 3 PRICE TO \$779.00 AND LINE 4 PRICE TO \$727.00 - NEW PO TOTAL IS \$4,277.00 - NTS

Authorized Signature

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

on Total PO Amount Page

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.

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.

# PURCHASE ORDER NO 0001090492 CHANGE ORDER

Date	Revision	Page
12/19/2016	1 - 02/07/201	.7 2
Payment Term	s Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:		Location / Dept
1008784 CROE	F.I SHEWMAKERN	04PE211

Supplier: 0000036798 CALIFITNESS, INC. 3017 W. DAKOTA AVE FRESNO CA 93722

Phone: Fax:

(877) 556-5503 (866) 929-6276

email: michaela@califitness.com

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** 

**Sub Total Amount** Sales Tax Amount **Total PO Amount** 

4,277.00 0.00

GENFD

FL.VI.KINE

Sub Proa 08500 00000 Proi 041A

<u>Amount</u> 4,277.00 BYear 2017

0001008784KIRKLINK15-DEC-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.

# Purchase Order / Change Order Request (One PO per Request)

PO # 0001090492	Request	Date: 02/0	J//17	College/Dept.: FLC/PE
Vendor Name CALIFITNES	S INC			
Change Unit Price on Lin	e#3 to	\$779.00	(Increase of	f 300.00)
Change Unit Price on Lin	e#4 to	\$727.00	(Increase of	of 577.00)
Make all PO Lines Amor	unt Only	with Rece	iver Requir	red

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

#### **PURCHASE ORDER NO 0001090492**

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
12/19/2016		1
Payment Terms	Freight Terms	Ship Via
•	Shipping Point	Best Metho
Reference:		Location / Dept
1008784 CROF	FJ SHEWMAKERN	04PE211

Supplier: 0000036798 CALIFITNESS, INC. 3017 W. DAKOTA AVE FRESNO CA 93722

(877) 556-5503 Phone: (866) 929-6276

Fax:

email: michaela@califitness.com

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

		C	united States		
Tax Exempt? N	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	MAINTENANCE & REPAIR AGREEMENT FOR FITNESS/EXERCISE EQUIPMENT LOCATED AT FOLSOM LAKE COLLEGE MAIN CAMPUS FROM NOVEMBER 8, 2016 - JUNE 30, 2017	1.00 EA	2,321.00	2,321.00	05/01/2017
INCLUDES ONE ADDIT	QUARTERLY SERVICE - \$995.00 PER QTR. INCLUDES: A ONE-TIME SCHEDULED SERVICE PER QTR FOR CONTIONAL SERVICE/LABOR PER QTR (AT NO CHARGE). THE ABOR RATE IS \$65.00 PER HOUR, AND UP TO 10% OFF FURER).	MPREHENSIVE MAIN HEREAFTER EACH A	ITENANCE SEI \DDITIONAL SI	RVICE, ERVICE VISIT	
2- 1	MAINTENANCE & REPAIR AGREEMENT FOR FITNESS/EXERCISE EQUIPMENT LOCATED AT FOLSOM LAKE COLLEGE - EL DORADO CENTER CAMPUS FROM JANUARY 3, 2017 - JUNE 30, 2017	1.00 EA	450.00	450.00	05/01/2017
(ONCE EVE	JAL SERVICE ECONOMY - \$225.00 EACH VISIT. INCLUI ERY 6 MONTHS) FOR A MAINTENANCE/SAFETY CHECK, AL SERVICE VISIT IS \$95.00 PER HOUR.	DES SCHEDULED SE INSPECTION & DIAC	ERVICE TWICE SNOSTICS OF	PER YEAR EQUIPMENT, EAD	•
3- 1	ESTIMATED PARTS ON LINE 1	1.00 EA	479.00	479.00	05/01/2017
4- 1	ESTIMATED PARTS ON LINE 2	1.00 EA	150.00	150.00	05/01/2017

PER ENCLOSED CALFITNESS QUARTERLY FITNESS EQUIPMENT MAINTENACE AGREEMENT AND SCOPE OF SERVICE, DATED OCTOBER 5, 2016 AND DECEMBER 9, 2016.

PERSONNEL AUTHORIZIED TO ORDER SERVICE & REPAIR: MATT WRIGHT, JEFF CHALE, JEANNE CROFF

PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED.

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

Authorized Signature on Total PO

**Amount Page** 

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.

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.

#### **PURCHASE ORDER NO 0001090492**

Date	Revision	Page
12/19/2016	5	2
Payment To		Ship Via
NET 30	Shipping Point	Best Metho
Reference:		Location / Dept
1008784 CF	ROFFJ SHEWMAKERN	04PE211

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** 

Supplier: 0000036798 CALIFITNESS, INC. 3017 W. DAKÓTA AVE FRESNO CA 93722

Phone: Fax:

(877) 556-5503 (866) 929-6276

email: michaela@califitness.com

Tax Exempt? N Line-Sch

Item/Description

**Quantity UOM** 

PO Price

**Extended Amt Due Date** 

**Sub Total Amount** Sales Tax Amount Total PO Amount

3,400.00 0.00 3,400.00

GENED

<u>Acct</u> 5600 11 FL.VI.KINE

<u>Prog</u>

Sub

Proi 041A

Amount 3,400.00

BYear 2017

0001008784KIRKLINK15-DEC-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** 

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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.

## Requisition

CALIFITNESS, INC. Supplier:

3017 W. DAKOTA AVE FRESNO CA 93722 United States

0000036798 **Business Unit:** Req ID: 0001008784

**GENFD** Date 10/28/2016

Page

Phone: (877) 556-5503 Fax: (866) 929-6276

Requisition Name: CALIFITNESS, INC. Requester

email: michaela@califitness.com

Jeanne M. Croff Requester Signature

Ship To: RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630-6798 Buyer: Nicholas Shewmaker

Approved:

Entered By: M.J 28-OCT-2016

Line-Schd Description Quantity UOM Price Extended Amt Due Date 1-1 MAINTENANCE & REPAIR AGREEMENT FOR EA 2,321.00 2,321.00 11/08/2016

FITNESS/EXERCISE EQUIPMENT LOCATED AT FOLSOM LAKE COLLEGE MAIN CAMPUS FROM NOVEMBER 8, 2016 - JUNE 30, 2017

PREMIUM QUARTERLY SERVICE - \$995.00 PER QTR. INCLUDES: 2 SERVICE/LABOR VISITS PER QTR. INCLUDES A ONE-TIME SCHEDULED SERVICE PER QTR FOR COMPREHENSIVE MAINTENANCE SERVICE, ONE ADDITIONAL SERVICE/LABOR PER QTR (AT NO CHARGE). THEREAFTER EACH ADDITIONAL SERVICE VISIT IS \$75.00, LABOR RATE IS \$65.00 PER HOUR, AND UP TO 10% OFF RETAIL PARTS DISCOUNT (VARIES BY MANUFACTURER).

2-1 MAINTENANCE & REPAIR AGREEMENT FOR

FITNESS/EXERCISE EQUIPMENT

LOCATED AT FOLSOM LAKE COLLEGE - EL

DORADO CENTER CAMPUS

FROM JANUARY 3, 2017 - JUNE 30, 2017

EA 450.00 450.00 11/08/2016

SEMI-ANNUAL SERVICE ECONOMY - \$225.00 EACH VISIT. INCLUDES SCHEDULED SERVICE TWICE PER YEAR (ONCE EVERY 6 MONTHS) FOR A MAINTENANCE/SAFETY CHECK, INSPECTION & DIAGNOSTICS OF EQUIPMENT, EAD ADDITIONAL SERVICE VISIT IS \$95.00 PER HOUR.

3-1 ESTIMATED PARTS ON LINE 1 EA 1 479.00 479.00 11/08/2016 4-1 **ESTIMATED PARTS ON LINE 2** 1 EA 150.00 150.00 11/08/2016

> Total Requisition Amount: 3,400.00

PER ENCLOSED CALFITNESS QUARTERLY FITNESS EQUIPMENT MAINTENACE AGREEMENT AND SCOPE OF SERVICE, DATED OCTOBER 5, 2016 AND DECEMBER 9, 2016.

PERSONNEL AUTHORIZIED TO ORDER SERVICE & REPAIR: MATT WRIGHT, JEFF CHALE, JEANNE CROFF

Prog Proj Acct Org Amount GENED 5600 11 FL.VI.KINE 08500 00000 041A 3,400.00

**Approval Signature** Approval Signature Approval Signature

## Requisition

Supplier: CALIFITNESS, INC.

3017 W. DAKOTA AVE FRESNO CA 93722

0000036798

GENFD OPEN Date

10/28/2016

Page

**United States** 

RECEIVING

Phone: (877) 556-5503

email: michaela@califitness.com

Fax: (866) 929-6276

Requester

Reg ID:

Requisition Name:

CALI

0001008784

Jeanne M. Croff

**Business Unit:** 

Requester Signature

Buyer: Nicholas Shewmaker

Approved:

Entered By 28-OCT-2016

Line-Schd

Ship To:

Description

10 COLLEGE PARKWAY

FOLSOM CA 95630-6798

Quantity UOM

1

Price Extended Amt Due Date

QTR SERVICE PREMIUM INCLUDES 2

SERVICE/LABOR VISITS/QTR.(1

COMPREHENSIVE MTCE SERV, 1 ADDITIONAL

SRV/LABOR VISIT PER QTR; EACH ADDITIONAL SRV VISIT IS \$75.00, LABOR RATE IS \$65.00/HR & UP TO 10% OFF

RETAIL PARTS DISC

EA

2,800.00

2,800.00 11/08/2016

Maintenance Specmen

Total Requisition Amount:

BLANKET PURCHASE ORDER FOR FLC MAIN CAMPUS EXCERCISÉ EQUIPMENT. SERVICE AND PARTS FROM NOV. 8, 2016 THRU JUNE 30, 2017

QUARTERLY SERVICE PREMIUM \$995.00 PER QUARTER

AUTHORIZIED PERSONNEL: JEAN SNUGGS, JEFF CHALE, JEANNE CROFF

BU GENFD

5600 11

Org FL. VI. KINE 08500 00000

Prog

041A

**Amount** 2,800.00

Approval Şignature

**Approval Signature** 

Approval Signature



Date: October 5, 2016

To: Folsom Lake College. Attention: Jean Snuggs

Service Plans Options:

From: Califitness, Inc.

Re: Fitness Equipment Quarterly Maintenance Service

Regular maintenance is essential to extending the life of your equipment. There are many benefits to proper maintenance of fitness equipment by a certified service provider. Some of the many benefits are: manufacturer warranty compliance, avoiding expensive repairs due to lack of regular maintenance, history of maintenance record, safety and liability reasons, minimizing equipment down time with our parts on-hand inventory, and confidence knowing you are providing a fine tuned and safe workout environment. Our service includes a complete inspection, maintenance check and diagnostics of equipment.

A **Quarterly** maintenance service will deliver a maintenance check, inspection and diagnostics of your equipment. The PREMIUM and UNLIMITED service plans also include the removal of shroud covers for thorough cleaning and vacuuming of internal components, lower electronics, cooling fan(s), and lubrication and calibration of your fitness equipment. Service calls have a **24-48 hours** response time. All manufacturers require proper care and maintenance standards of their fitness equipment. It is our priority to follow these manufacturer recommended standards in order to help your equipment stay fit. One other major benefit of our service is up to **50% off retail discount** on parts (varies by manufacturer) with the **UNLIMITED** service plan. <u>Scope of service is outlined on the next page</u>.

We offer an on-going maintenance and repair service. The regularly scheduled service will continue on an ongoing basis unless otherwise cancelled with a 30-day notice, by either party. If at any time you are not completely satisfied with our service, you may cancel with a 30-day notice.

		Quarterly Service ECONOMY- \$225.00 per quarter Includes a one-time scheduled service per quarter for a maintenance check, inspection & diagnostics of equipment, each additional service visit is \$95.00 and labor rate is \$75.00 per hour. Service calls have a 72-hour response time.		
1,L3	X	Quarterly Service PREMIUM- \$995.00 per quarter (includes two service/labor visits per quarter) Includes a one-time scheduled service per quarter for comprehensive maintenance service, one additional service/labor visit per quarter (at no charge), thereafter each additional service visit is \$75.00, labor rate is \$65 per hour, and up to 10% off retail parts discount (varies by manufacturer).		
[	Quarterly Service UNLIMITED- \$1155.00 per quarter (includes unlimited service and labor) Includes a one-time scheduled service per quarter for comprehensive maintenance service, unlimited service and labor (at no charge), and up to 50% off retail parts discount (varies by manufacturer).			
		Los Rios Community College Disto/FLC Client/Company Name 1919 Spannes Ct. Sacramento, Cet		
		1919 Spanos Ct., Sacramento, Cot Billing Address Juklen 14/3/16 95825		

Thank you, Michael Alaman Califitness Inc. 2016



### Scope of service

All three service plans include a complete inspection and diagnostics service of your fitness equipment to include:

Treadmills
Perform functional test to verify all features are performing properly
Inspect power cord; making sure it's not damaged
Verify the stop clip is in place and functional
Visually inspect the running belts and decks, making sure both are in good condition
Check tension, tracking and alignment of belts
Verify heart rate sensor functionality
Check speed sensor function
Verify the shrouds are secure
Elliptical/Cross trainers and Bikes
Verify the unit powers up
Perform exercise to test machine performance
Visually inspect the step up and drive belts for cracks, fraying or excessive wear (if applicable)
Verify the wheels run smoothly on the ramp
Verify the lift runs smoothly through the entire range
Check that pedals turn freely and smoothly
Verify heart rate sensor functionality
Verify the shrouds are secure
Strength Equipment, Benches & Racks
Perform exercise repetitions to test machine performance
Visually inspect frame for structural cracks, loose bolts and tightened as needed
Lubricate guide rods
Inspect cables for cracks in the sleeve
Verify the weight stack pin tether is attached
Inspect any wear items such as upholstery
Check the instruction placards and pads are securely attached

By choosing the **PREMIUM or UNLIMITED** maintenance service plan(s), you are receiving a comprehensive service that not only includes the above listed items but also a more labor intensive and thorough preventative maintenance service. This includes removing shroud covers in order to gain access to all internal components, lower electronics, cooling fan(s) and thereby, properly and thoroughly clean, vacuum, calibrate and lubricate any and all components. This type of regularly scheduled preventative maintenance service is what manufacturers recommend.

Our goal is to provide a fine tuned and safe workout environment and help your equipment stay fit at all times. I hope this helps give you a better understanding of our service, and I'm confident that once you experience our superior service along with our knowledgeable and professional technicians, you will be glad to have partnered with Califitness Inc. We've developed longstanding relationships with many clients over the years, and look forward to becoming Folsom Lake College-Folsom's preferred fitness equipment maintenance and repair service provider as well.

Thank you, Michael Alaman Califitness, Inc. 2016



Date: December 9, 2016

To: Folsom Lake College-EL DORADO CENTER.

From: Califitness, Inc.

Re: Fitness Equipment Semi-Annual Maintenance Service

Regular maintenance is essential to extending the life of your equipment. There are many benefits to proper maintenance of fitness equipment by a certified service provider. Some of the many benefits are: manufacturer warranty compliance, avoiding expensive repairs due to lack of regular maintenance, history of maintenance record, safety and liability reasons, minimizing down time with our parts on-hand inventory, and confidence knowing you are providing a fine tuned and safe workout environment. Our service includes a complete inspection, maintenance/safety check and diagnostics of equipment.

A **Semi-Annual** service by our factory trained and certified technicians will deliver a complete inspection & diagnostics of electrical and mechanical components. Our **PREMIUM** comprehensive (PM) preventative maintenance service also includes removing shroud covers for thorough cleaning and vacuuming of internal components and lubrication and calibration and repairs of your fitness equipment. All manufacturers require proper care and maintenance standards of their equipment. It is our priority to follow these manufacturer recommended standards in order to help your equipment stay fit. *Scope of service is on the next page*.

Although we presented the manufacturer recommended "quarterly" maintenance service program, the customer is requesting a <u>Semi-Annual</u> service only.

We offer a **ONE-YEAR** maintenance & repair service. The regularly scheduled service will continue on an ongoing basis unless otherwise cancelled with a 30-day notice, by either party. If at any time you are not completely satisfied with our service, you may cancel with a 30-day notice.

Service Plans Options:

2,14	Semi-Annual Service ECONOMY- \$225.00 each visit Includes scheduled service twice per year (once every 6 months) for a maintenance/safety check, inspection & diagnostics of equipment, each additional service visit is \$95.00 per hour.
	Semi-Annual Service PREMIUM- \$495.00 each visit Includes scheduled service twice per year (once every 6 months) for comprehensive (PM) preventative maintenance service. Each additional service visit is \$75.00 per hour and up to 10% off retail parts discount (varies by manufacturer).

Los Rios Community College District FLC.

Business/Client Name (print)

1919 Spanos Ct. Sacramento, CA 95825

Billing Address

Stellen Ferblen 14/3/14

Client Signature Date

Thank You, Michael Alaman Califitness, Inc. 2016



## **Equipment inventory list**

#### **Strength Machines: 32 units**

- 10 Selectorized cable machines
- 2 Cable cross over machines (dual weight stacks)
- 4 Plate loaded machines (leg press, hack squat, smith and seated calf)
- Knee raise, 2 preacher curl, back extension/roman chair, olympic benches (2 flat, 1 incline and 1 decline), and 7 benches (3 flat, 2 incline, 1 decline and 1 adjustable bench).

## Scope of service

Both service plans include a complete inspection and diagnostics service of your fitness equipment, listed on the equipment list provided by the customer, to include but not limited to:

Strength Equipment, Benches & Racks	
Perform exercise repetitions to test machine performance	
Visually inspect frame for structural cracks, loose bolts and tightened as need	ed
Lubricate guide rods	
Inspect cables for cracks in the sleeve	
Verify the weight stack pin tether is attached	
Inspect any wear items such as upholstery	
Check the instruction placards and pads are securely attached	

By choosing the **PREMIUM** service plan, you are receiving a comprehensive service that not only includes the above listed items but also a more labor intensive and thorough preventative maintenance service. This includes removing shroud covers in order to gain access to all internal components and thereby, properly and thoroughly clean, vacuum, calibrate and lubricate any and all components. This type of comprehensive service is what manufacturers recommend.

Our commitment is to provide a fine tuned and safe workout environment and help your equipment stay fit at all times. I hope this helps give you a better understanding of our service and am confident that once you've experienced our superior service along with our knowledgeable and professional technicians, you will be glad to have partnered with Califitness Inc. We've developed longstanding relationships with many clients over the years, and look forward to becoming **EL DORADO CENTER- Folsom Lake College's** preferred fitness equipment maintenance and repair service provider as well.

From: <u>Haney, Brenda</u>
To: <u>Kirklin, Kathleen</u>

Subject: FOR YOUR REVIEW & APPROVAL\_CONTRACT ROUTING \_ONLREQ\_0001008784 CALIFITNESS INC.

 Date:
 Monday, December 12, 2016 12:24:55 PM

 Attachments:
 ONLREQ#\_0001008784\_CALFITNESS\_INC.pdf

Importance: High

#### Hi Kathleen –

Please advise -

I've routed the originals for this ONLREQ\_0001008784 CaliFitness Inc. to Wenda this morning, as it was submitted with Contract Routing Sheet (not sure if this Maintenance & Repair Agreement needs to be signed by District Management).

- o **REQ is still in Budget Error** since Nov 18<sup>th</sup> BSO has made 5 requests to Area and VPIs office to submit increase, so that it can clear budget check. Last request was sent on 12/09/16. To date BSO has not received a Budget Transfer request or approval for this REQ or the other three Athletics requisitions failing budget.
- Area is today asking if they can schedule CaliFitness Inc. to come out next week to work on FLC equipment.

From: Croff, Jeanne

Sent: Monday, December 12, 2016 9:48 AM

Jean Snuggs would like to schedule CaliFitness to come out and work on our equipment this week.

• Can you please FAX the PO to CaliFitness and let me and Jean Snuggs know when it is sent? Thus, we will follow up with the vendor.

#### GENFD 0001008784 CALIFITNESS, INC. Open FLC W1142877 Jeanne M. Croff Error Awaiting B/TRX From VPIs Office

Budget Year	Account String	Current Budget	Pre- Encumbrances	Encumbrances	YTD Expenses	Available Balance
2017	GENFD 5600 11 FL.VI.KINE 08500 00000 2017 041A	\$1,278.00	\$0.00	\$0.00	\$0.00	\$1,278.00

Thank you,

## Brenda Haney

**Business Services** 

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

## AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

ARC CRC DO FLC F	
Agreement/Contract With: Califythe	SS DODGE
Agreement/Contract With: Califit ne Main Subject Matter: Fitness Equipment Fich Main For Fich Main F	lain campus
This agreement consists of the following document Service Agreement and Scope of Funding Source:  GENFD 5600 11 FL. VII. KINE	its: Ca (it trom Almontonone
& Popula Grand Tomal Spage B	Senviro. DNLRED# OUDIOUS 784
Funding Source:	Amount \$ 31 100
GENFD 5600 11 FL. VI. KINE	08500 041 A
Approved as to Substance (Originator)	
	Date: 10/28/16
By: Jan Supervisors  Area Manager/Supervisors	
Jean Snuggs	
(Print Name)	
College VPA, DO, FM, Director	
☐ By:	Date:
(Print Name)	
General Services	
Director, General Services	Date:
Approved as to Form: (When necessary)	
General Counsel	Date:
Los Rios Community College District	
Deputy Chancellor	Date:
Deputy Chancellor	