Vendor: Blue

Receiver: Goldenrod

Accounting: Yellow

LOS RIOS COMMUNITY COLLEGE DISTRICT 5 1919 Sp nos Court • Sacramento, CA 95825-3981

P.O. No. F 3439

Date June 21, 2017

LIMITED PURCHASE ORDER

(Not to Exceed \$200.00)

VENDOR NAME AND ADDRESS: Tennant sales and services POBOX 71414 Chicago IL	DELIVERY INSTRUCTIONS: Deliver to Address Below (Check one) Will Call				
60694	Colony C. 11				
DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	QUANTITY	ORDERE / UNIT	D STOCK NO.	UNIT PRICE	TOTAL
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Purchases Charged to Categorical Programs, Grants or Special Projects This purchased is in compliance with the requirements of:	Sera in		SUB-TOTAL	UVE HOLEL	101.00
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VENDOR: Reference P.O. number on all invoices and packing slips. Total invoice may not exceed \$200.00 including tax and shipping costs. Mail invoices in duplicate to: Los Rios Community College District, Accounting Department, 1919 Spanos Court, Sacramento, CA 95825.	m strin - m	silved as	e seeden ander War namp odd AG ven ee s Aww. y Apon as soon nilles soon ag as olde	group or the amount of the common of the com	entry man along a man and
/WE hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations, and laws.	Received b	y III	Meloniano I so top Meno Cirylinomini Si pol	interpolation (in the control of the	Date
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Business Office: Green

Dept/Requestor: Pink

Revised 05/2010

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.
- 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.



Remit Payment To

Tennant Sales and Service Company PO Box 71414 CHICAGO IL 60694-1414 USA

Past Due Statement

Customer Address

ATTN: ACCOUNTS PAYABLE
FOLSOM LAKE COLLEGE
LOS RIOS COMMUNITY COLLEGE DISTRICT
10 COLLEGE PKWY
FOLSOM CA 95630-6798



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Information

Past due statement date: 06/07/2017

Customer No.

4785623

This statement takes into consideration payments received through 06/04/2017 and only reflects overdue items.

Second Reminder

Dear Customer,

Following you will find a listing of the items on your account with Tennant Sales and Service Company that are past due. It is important that we hear from you at once if there is something preventing your prompt payment. Please contact your collections representative listed below or our credit department at 1-800-553-8033. Your timely response will protect your credit rating and allow us to process future orders. If payment has been sent, please disregard this notice.

Thank you.

Invoice	Purchase Order	Document Date	Due Date	Days Past Due	Amount
914505944	SIGNED WORK ORDER	03/28/2017	04/27/2017	41	101.00

Total of Past Due Items USD

101.00

This is not a statement of account, items not yet due are not reflected in the total. Disputed invoices do not appear on this past due statement.

Your collections rep is Charlene Danielson Please call 1-800-553-8033 x2872 Email: Charlene.Danielson@tennantco.com to make payment arrangements.

Electronic Payments can be made to Harris Bank:

ABA/Routing 071000288 / Account 424-181-6 / SWIFT HATRUS 44

Must be in CTX format (include invoice or account number). Send remittance information to revenue.accounting@tennantco.com or fax to 763-513-2179.



Remit Payment To Tennant Sales and Service Company PO Box 71414 CHICAGO IL 60694-1414 USA

1-800-553-8033 Tel Fax 1-763-513-2142

Invoice

Ship-To Folsom lake college Los Rios Community college district 10 COLLEGE PKWY FOLSOM CA 95630-6798

FOLSOM LAKE COLLEGE LOS RIOS COMMUNITY COLLEGE DISTRICT 10 COLLEGE PKWY FOLSOM CA 95630-6798

PO#_F3439

Invoice Number Invoice Amount

Currency **US** Dollars Document Date 03/28/2017 Payment Terms

Net 30 Days

Final due date 04/27/2017

Bill-To

FOLSOM LAKE COLLEGE LOS RIOS COMMUNITY COLLEGE DISTRICT 10 COLLEGE PKWY FOLSOM CA 95630-6798

Customer Number 4785623

PO Number

SIGNED WORK ORDER

Contact CHRIS RAINES

916-761-6134

914505944

03/28/2017

101.00

Date of Service Serial Number

T7-10724112

Service Notification Order Number

305036932 75397590

Material	Description	Qty	Unit	Unit Price	Extended Value	Tax
	I per customer call. Breakdown was unavoidable and the see and wear of the machine. Please see below for n:					
Symptom: - < machine trave Root Cause: - < brake failed> Resolution: - < replaced brake	ling a few feet and tripping brake error code>					
Tested machine for correctly at this	unction and operation, all systems are operating					
FREIGHT	Expedited Freight	1	Н			N
	Net Value			0.00	0.00	
	Includes warranty adjustment of -51.54					
LABORREGULAR	LABOR, REG RATE	2.50	Н			N
	Net Value			0.00	0.00	

The parties agree that the purchase of products and/or services from Tennant is subject to Tennant's General Terms and Conditions, in effect as of the date of this document, which are available at http://www.tennantco.com/terms and are incorporated by reference into any sales transaction. Printed General Terms and Conditions can be provided upon request.



Remit Payment To Tennant Sales and Service Company PO Box 71414 CHICAGO IL 60694-1414

Tel 1-800-553-8033 Fax 1-763-513-2142

Invoice

Ship-To FOLSOM LAKE COLLEGE LOS RIOS COMMUNITY COLLEGE DISTRICT 10 COLLEGE PKWY FOLSOM CA 95630-6798

FOLSOM LAKE COLLEGE LOS RIOS COMMUNITY COLLEGE DISTRICT 10 COLLEGE PKWY FOLSOM CA 95630-6798

Invoice Number 914505944 **Invoice Amount** 101.00

Currency **US** Dollars Document Date 03/28/2017 Payment Terms

Net 30 Days

Final due date 04/27/2017

Bill-To

FOLSOM LAKE COLLEGE LOS RIOS COMMUNITY COLLEGE DISTRICT 10 COLLEGE PKWY FOLSOM CA 95630-6798

Customer Number 4785623

PO Number

SIGNED WORK ORDER

Contact CHRIS RAINES

916-761-6134

Date of Service

03/28/2017

Serial Number Service Notification Order Number

T7-10724112 305036932 75397590

Material	Description	Qty	Unit	Unit Price	Extended Value	Tax
	Includes warranty adjustment of -315.00					
TRIP	Site Visit	1	Н			N
	Price			101.00	101.00	
	Net Value			101.00	101.00	
9008896	BRAKE KIT, W/CONNECTOR	1	PC			N
	Net Value			0.00	0.00	
	Includes warranty adjustment of -684.00					
	Subtotal				101.00	
	Total				101.00	

Tennant now makes it easier to access all your account information and order replacement parts for your Tennant machine. Visit tennantco.com and click on "My Tennant Customer Sign In" in the upper right corner of the page.

*** Repair Order is Attached ***

Repair Order Receipt

Tennant Sales and Service



Ship To: 0004785623
FOLSOM LAKE COLLEGE
LOS RIOS COMMUNITY COLLEGE DIS

10 COLLEGE PKWY FOLSOM, CA 95630-6798 Bill To: FOLS

FOLSOM LAKE COLLEGE LOS RIOS COMMUNITY COLLEGE DIS

10 COLLEGE PKWY FOLSOM, CA 95630-6798

SCRUBBER, 650/800MM, [T7] (M-T7/T7-10724112)

Hour Meter: 50

Ship Date: 12/29/2014

Repair Order #: 000305036932 Date: 3/28/2017 Cause code: Breakdown Contact: CHRIS RAINES
Phone: 916-761-6134
PO: SIGNED WORK ORDER

Problem Description: BEEPS 6 TIMES AND SHUTS OFF

Parts

Date	Part	SLOC	Description	UOM	Αſ	Qty
3/24/2017	9008896	1255	BRAKE KIT, W/CONNECTOR	PC	W	1
Local Parts						
Date		Svc Rep	Description	UOM	Αſ	Qty
3/28/2017		1WL210	Expedited Freight	PC	W	1
Labor/Trips						
Date	Part Num	Svc Rep	Description		Αſ	Qty/Hrs
3/28/2017	REGLAB	1WL210	Regular Labor		W	2.5
3/28/2017	TRIP	1WL210	Site Visit		С	1
3/28/2017	MCHWKG	1WL210	Machine tested and running		W	1

Shop Supplies and Tax

Date	Description
3/28/2017	Shop Supplies & Disposables
3/28/2017	Tax

Description of Work Performed

Normal Wear

Service conducted per customer call. Breakdown was unavoidable and the result of normal use and wear of the machine. Please see below for further information:

Symptom:

- <machine traveling a few feet and tripping brake error code>

Root Cause:

- <brake failed>

Resolution:

- <replaced brake and adjusted>

Tested machine function and operation, all systems are operating correctly at this

Service Representative - JASON ARINNO

Date: 3/28/2017

Customer - LEVI Date: 3/28/2017 From: Haney, Brenda

To: Raines, Christopher; Burke, Talina

Cc: Williams, Melissa

Subject: Tennant Sales & Service Account# 4785623_ Invoices 914505944 (F3439) and 914664961 (F3441)

Date: Friday, June 30, 2017 8:02:14 AM

Attachments: F3439 TENNANT SALES & SERVICES CO.pdf

F3441 TENNANT SALES & SERVICES CO.pdf

Importance: Hiah

Hi Chris -

I will relay your request to AOPS to process LPOs F3439 AND F3441 for these two Tennant Invoices, but HOLD release of Check to vendor until you are able to research this further.

Having said that – both Tennant Invoices do show warranty credit adjustments applied on each of these Service/Repair Orders.

It could be that the items being billed do not fall under the warranty for this equipment; or are otherwise an allowable charge under the warranty agreement.

BSO has emailed Tennant for further explanation of these charges and how they relate to the equipment warranty; and have requested a written copy of the warranty.

We'll review all of this further when you return from vacation.

Thank you,

Brenda Haney

Business Services

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

From: Raines, Christopher

Sent: Thursday, June 29, 2017 5:27 PM

To: Haney, Brenda <haneyb@flc.losrios.edu>; Burke, Talina <BurkeT@flc.losrios.edu>

Cc: Williams, Melissa < Willia M@flc.losrios.edu>

Subject: RE: NEED TODAY _ 2nd Tennant Sales Service Account# 4785623 _ INV 914664961

Hi Brenda,

I have talked to my Rep from Supply Works about both charges. I have been told that I should not be charged of either services calls. The T7 auto scrubber is under warranty. I will get back to you on with more information once I have it. For now I am disputing these charges.

Raines

From: Haney, Brenda

Sent: Thursday, June 29, 2017 4:52 PM

To: Burke, Talina <<u>BurkeT@flc.losrios.edu</u>>; Raines, Christopher <<u>RainesC@flc.losrios.edu</u>>

Cc: Williams, Melissa < <u>WilliaM@flc.losrios.edu</u>>

Subject: NEED TODAY_ 2nd Tennant Sales Service Account# 4785623_ INV 914664961

Importance: High

Hi All -

Need LPO today – please hand-carry to BSO for second June Invoice 914664961 6/7/17

PO F3439 processed for payment of March Invoice 914505944.

Thank you,

Brenda Haney

Business Services

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

From: Danielson, Charlene [mailto:Charlene.Danielson@tennantco.com]

Sent: Thursday, June 29, 2017 9:55 AM

To: Haney, Brenda < haneyb@flc.losrios.edu >

Subject: Tennant Sales & Service Account# 4785623

Hi!

I am looking at your account today.

I am showing there are two invoices open. I have attached copies of invoice 914505944 and 914664961.

If you have any questions, please feel free to contact me.

Char

Collections Specialist Charlene Danielson

T 800-553-8033 x2872 F: 763-765-9875 <u>www.tennantco.com</u>

Tennant Sales & Service

Tennant Company] Creating a cleaner, safer, healthier world

701 N Lilac Drive Minneapolis, MN 55422

1-800-553-8033

From: <u>Haney, Brenda</u>
To: <u>"Danielson, Charlene"</u>

Subject: RE: Tennant Sales & Service Account# 4785623

Date: Friday, June 30, 2017 8:57:14 AM

Hi Charlene

Thank you for your quick reply. Please email me a copy of the Tennant Warranty for this equipment.

Thank you,

Brenda Haney

Business Services

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

From: Danielson, Charlene [mailto:Charlene.Danielson@tennantco.com]

Sent: Friday, June 30, 2017 8:51 AM

To: Haney, Brenda <haneyb@flc.losrios.edu>

Subject: RE: Tennant Sales & Service Account# 4785623

The invoices are for warranty work. Warranty only covers labor and certain parts.

The trip charge is not covered by warranty.

Char

Collections Specialist Charlene Danielson

T 800-553-8033 x2872 F: 763-765-9875 <u>www.tennantco.com</u>

Tennant Sales & Service

Tennant Company] Creating a cleaner, safer, healthier world

701 N Lilac Drive Minneapolis, MN 55422

1-800-553-8033

From: Haney, Brenda [mailto:haneyb@flc.losrios.edu]

Sent: Friday, June 30, 2017 10:47 AM

To: Danielson, Charlene < <u>Charlene.Danielson@tennantco.com</u>>

Subject: RE: Tennant Sales & Service Account# 4785623

Importance: High

Good Morning Charlene -

Thank you for your payment inquiry regarding Service/Repair Invoices 914505944 and 914664961 — we have reached out to our Custodial Dept. and requested authorization to pay these invoices, and they have prepared paperwork to do so.

However our Custodial Supervisor, Christopher Raines consulted with our Supplyworks Sales Rep. (as the Tennant Equipment serviced was purchased through this vendor), and we were advised by Supplyworks that all Service & Repairs for this equipment should still be under full Manufacture Warranty, and that there should not have been any charges for these service/repair orders.

Can you advise us further on this? Please provide explanation of the both the warranty adjustment credits and charge items on each of these Service/Repair Invoices, and Copy of the Tennant Warranty for this equipment.

Meanwhile, we are submitting these invoices to our District Accounting office for processing, with the caveat – that check will not be released, until the questions and information listed above are answered.

Please Note: Our scheduled check run for this remittance is July 13, 2017 – if you can get this information back to me before then, it will help to avoid any further delay in determining whether these invoices are to be paid.

Thank you for your assistance, I look forward to hearing back form you soon.

Best Regards,

Brenda Haney

Business Services

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

2 916.608.6635

hanevb@flc.losrios.edu

From: Danielson, Charlene [mailto:Charlene.Danielson@tennantco.com]

Sent: Thursday, June 29, 2017 9:55 AM

To: Haney, Brenda < haneyb@flc.losrios.edu>

Subject: Tennant Sales & Service Account# 4785623

Hi!

I am looking at your account today.

I am showing there are two invoices open. I have attached copies of invoice 914505944 and 914664961.

If you have any questions, please feel free to contact me.

Char

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