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.

(617) 702-8475

Supplier: 0000037552

35 MEDFORD ST STE 1

SOMERVILLE MA 02143

FORMLABS INC

Phone:

Fax:

### **PURCHASE ORDER NO 0001097966**

Date	Revision	Page
04/16/2018		1
Payment Terr		Ship Via
NET 30	Shipping Point	Best Metho
Reference:		Location / Dept
1011425 SAA	TIA SHEWMAKERN	04ASPH130 SME

Ship To:

FOLSOM LAKE COLLEGE

**RECEIVING** 

10 COLLEGE PARKWAY FOLSOM CA 95630-6798

**United States** 

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

United States

email:

Tax Exempt? N					
Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	FORM WASH - FH-WA-01	1.00EA	499.00	499.00	04/11/2018
2- 1	FORM CURE - FH-CU-01	1.00EA	699.00	699.00	04/11/2018
3- 1	3D PRINTER - F2-PRINTER - FORM 2	2.00EA	3,350.00	6,700.00	04/11/2018
4- 1	CARTRIDGE - RS-F2-DGOR-01 - DENTAL SG RESIN CARTRIDGE	1.00EA	199.00	199.00	04/16/2018
5- 1	CARTRIDGE - RS-F2-RGWH-01 - RIGID RESIN CARTRIDGE (RGWH01)	1.00EA	199.00	199.00	04/16/2018
6- 1	CARTRIDGE - RS-F2-FLGR-02 - FLEXIBLE RESIN CARTRIDGE (FLGR02)	1.00EA	199.00	199.00	04/16/2018
7- 1	CARTRIDGE - RS-F2-HTAM-01 - HIGH TEMP RESIN CARTRIDGE (FLHTAM)	1.00EA	199.00	199.00	04/16/2018
8- 1	RS-F2-PRGR-01 - GREY PRO RESIN CARTRIDGE (PRGR01)	1.00 EA	175.00	175.00	04/26/2018
9- 1	RS-F2-TOTL-05 - TOUGH RESIN CARTRIDGE	1.00EA	175.00	175.00	04/26/2018
10- 1	RS-F2-DUCL-02 - DURABLE RESIN CARTRIDGE	1.00EA	175.00	175.00	04/26/2018
11- 1	RS-F2-DUCL-04 - CLEAR RESIN CARTRIDGE	2.00EA	149.00	298.00	04/26/2018
12- 1	RS-F2-GPGR-04 - GREY RESIN CARTRIDGE (GPGR04)	2.00EA	149.00	298.00	04/26/2018
13- 1	RS-F2-GPWH-04 - WHITE RESIN CARTRIDGE	2.00EA	149.00	298.00	04/26/2018
14- 1	RS-F2-GPBK-04 - BLACK RESIN CARTRIDGE (GPBK04)	2.00EA	149.00	298.00	04/26/2018

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: Failurs 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 lave.

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

### **PURCHASE ORDER NO 0001097966**

Date	Revision	Page
04/16/201	8	2
Payment Te	rms Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:		Location / Dept
1011425 SAATIA SHEWMAKERN		04ASPH130 SME

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000037552 FORMLABS INC 35 MEDFORD ST STE 1 SOMERVILLE MA 02143

Phone: Fax:

(617) 932-5227 (617) 702-8475

email:

Ship To:

**FOLSOM LAKE COLLEGE** 

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630-6798

**United States** 

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

**United States** 

Tax Exempt? N					
Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
15- 1	BP-F2-01 - BUILD PLATFORM (FORM 2)	5.00EA	99.00	495.00	04/26/2018
16- 1	RT-F2-02 - RESIN TANK LT (FORM 2)	7.00EA	99.00	693.00	04/26/2018
17- 1	RT-F2-01 - RESIN TANK (FORM 2)	5.00 EA	59.00	295.00	04/26/2018
18- 1	DISCOUNT	1.00 EA	-1,057.00	-1,057.00	04/16/2018

PER QUOTE# 00022754

Sub Total Amount Sales Tax Amount Total PO Amount 10,837.00 921.78 11,758.78

<u>BU</u>	Acct	Fd	<u>Orq</u>	Prog Sub	<u>Proi</u>	<u>Amount</u>	<u>BYear</u>
GENFD	4300	12	FL.VI.MAKR	49000 00000	442C	3,662.43	2018
GENFD	6490	12	FL.VI.SWPA	09000 00000	481Z	8,096.35	2018

0001011425KIRKLINK03-APR-2018

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

Addition to Terms and Conditions/Revised 01/26/18

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.

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

Supplier: FORMLABS INC 35 MEDFORD ST STE 1 SOMERVILLE MA 02143 0000037552 Business Unit: GENFD OPEN Page Date Reg ID: 0001011425 03/28/2018 **United States** Requisition Name: 2018 FormLabs for MAKR Fax: (617) 702-8475 Bldg# Phone: (617) 932-5227 Requester SME email: Amira Saati Requester Signature RECEIVING Ship To: 10 COLLEGE PARKWAY Buyer: Nicholas Shewmaker FOLSOM CA 95630-6798 Approved: Entered By: SAATIA 28-MAR-2018 Quantity UOM Price Extended Amt Due Date Description Line-Schd 499.00 998.00 04/11/2018 FORM WASH FORM WASH EA 1-1 FH-WA-01 PROFILE: EQP:OTHER LOCATION: 04ASPH130 CATEGORY: EQU:OTHER 2 ASSET DEPT: SME FORM CURE FORM CURE EA 699.00 1,398.00 04/11/2018 FH-CU-01 LOCATION: 04ASPH130 CATEGORY: EQU:OTHER 2 PROFILE: EQP:OTHER ASSET DEPT: SME 3-1 FORM 2 FORM 2 BASIC PACKAGE EA 3,350.00 6,700.00 04/11/2018 CATEGORY: EQU:OTHER 2 PROFILE: EQP:OTHER ASSET DEPT: SME LOCATION: 04ASPH130 EA 255.21 255.21 04/11/2018 FEDEX GROUND DELIVERY 1 4-1 PROFILE: EQP:OTHER ASSET DEPT: SME LOCATION: 04ASPH130 CATEGORY: SHP 1 EA 704.94 704.94 04/11/2018 TAX PROFILE: EQP:OTHER LOCATION: 04ASPH130 CATEGORY: TAX ASSET DEPT: SME Total Requisition Amount: 10,056.15 SS3MISRB 0.1. <u>Org</u> <u>Prog</u> <u>Sub</u> <u>Proj</u> FL.VI.MAKR 49000 00000 442C <u>Amount</u> Acct Fd 10,056.15 GENFD 6490 12 Purchases Charged to Catagorical Programs, Grants or Special Project. This purchase is in compliance with the requirement of For grants/special projects

Approval Signature

Approval Signature

Mactol

Name:

**Approval Signature** 

## **Sole Source Purchase Justification**

Vendor:	Formlabs		Requisition No: 0001011425
Commodity	A 17 THE TOTAL TOT		
Estimated a	annual expenditure for the above commodit	y or service: \$: 10,000	
	Purchasing Policy, Sole Source purchase re tion. This form and appropriate supporting		advance and shall be supported by written
	ntries below that apply to the proposed purcl stry will apply to most sole source products/		fication memo as described below (More
1	SOLE SOURCE REQUEST IS FOR REGIONAL DISTRIBUTORS. (Attano. 4 also must be completed).	R THE ORIGINAL MANUFACTURE ach the manufacturer's written certification	R OR PROVIDER, THERE ARE NO n that no regional distributors exist. Iten
2		ONLY GREATER SACRAMENTO ARE A. (Attach the manufacturers — not the dem no. 4 also must be completed).	
3. <u>Ur</u> 4. Av	THE PARTS/EQUIPMENT IS MANUFACTURER. (Explain in sep	NOT INTERCHANGEABLE WITH parate memorandum).	SIMILAR PARTS OF ANOTHER
4. <u>(lv</u>	THIS IS THE ONLY KNOWN ITE DEPARTMENT OR PERFORM THe function or application).	M OR SERVICE THAT WILL MEET THE INTENDED FUNCTION. (Attach n	
5	THE PARTS/EQUIPMENT IS REQ memorandum describing basis for sta	QUIRED FROM THIS SOURCE TO PE andardization request).	RMIT STANDARDIZATION. (Attach
6	CALIFORNIA MULTIPLE AWARI	O SCHEDULE (CMAS)PURCHASE CO	NTRACT NO:
7	"PIGGY-BACK"/UMBRELLA PUR	CHASE ON ANOTHER GOVERNMEN	NT ENTITY'S CONTRACTS
8		ED IN ATTACHED EXPLANATION AN	D JUSTIFICATION FOR THIS SOLE
The unders material de	igned requests commodities and services to scribed in this sole source justification and	be procured from the vendor identified as is authorized as a sole source for the serv 28-Mar 2018	the sole source supplier of the service or ice or material.
A	UTHORIZED SIGNATURE	DATE	
	URCE AUTHORIZATION: (PURCHAS	ING USE ONLY)	
	OVED DISAPPROVED	C. H.E. D.	4.
By:	Date:	Guidelines Div	#:

## Folsom Lake College Innovation Center

To: Greg McCormac, Brenda Haney

From: Dowell, Zachary CC: Linda Santoro

Date: 03/28/18

Re: Sole Source Justification, Formlabs

3. The parts/equipment is not interchangeable with similar parts of another manufacturer. There are no other SLA printers that offer the same capabilities as the Form 2, including the ability to work with castable, flexible, and non-proprietary resins.

4. This is the only known item or service that will meet the specialized needs of this department or perform the intended function.

Based on extensive research, the only appropriate, affordable and well-supported SLA 3D printer that meets the needs of the Innovation Center is the Formlabs Form 2. The only vendor for the Form 2 is Formlabs Inc.

1919 Spanos Court, Sacramento, CA 95825 Phone (916) 568-3071 FAX (916) 568-3145 Purchasing Department Irccdpurchase@losrios.edu



Sacramento City College

American River College

Cosumnes River College

Folsom Lake College

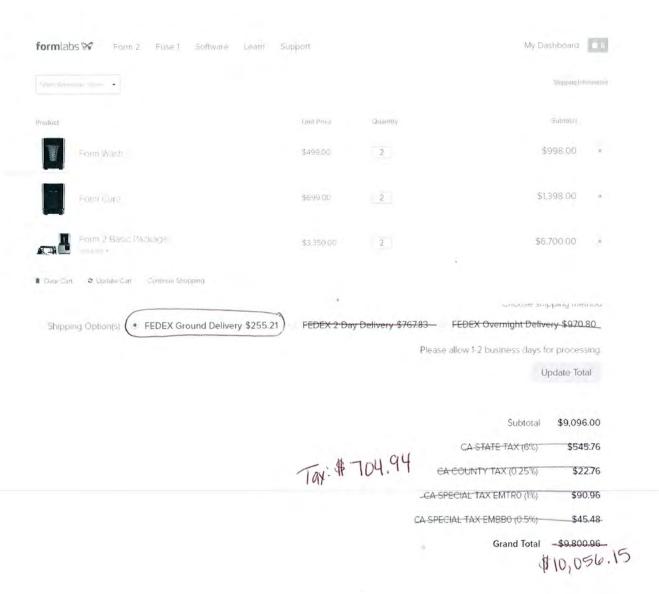
# CONFLICT OF INTEREST STATEMENT

This is to certify that the undersigned employee(s) has/have no economic interests which may foreseeably be materially affected by having participated in the development of the specifications for service, equipment and/or material represented by the referenced requisition.

(Pursuant to District Regulation R-8323 and District Policy P-8611 This form must be signed and submitted with the Purchase Requisition (GS Form 127) for those transactions listed below.)

- Sole Source
- \* Professional Service Agreements
- Service Agreements (GS Form 78: Rev. 2/2012)
- Selection Committee Recommendations (formal process)

READ CAREFULLY BEFORE SIGNING:	
Employee/Date	Selection Committee Member/Date
0001011425	C. L. C. W. Market Date
Requisition Number	Selection Committee Member/Date
Selection Committee Member/Date	Selection Committee Member/Date
Selection Committee Member/Date	Selection Committee Member/Date
OFFIC	CIAL USE ONLY:
PURCHASE ORDER#	
BUYER/DATE:	



From: <u>Haney, Brenda</u>
To: <u>Awabdy, Amira</u>

Subject: For Your Action\_ OLR#\_0001011425\_ Written Quote Required

 Date:
 Tuesday, April 3, 2018 12:40:27 PM

 Attachments:
 OLR# 0001011425 FORMLABS INC.PDF.

#### Hi Amira -

Please request a written quote from FormLabs Inc. for the attached OLR – should be itemized and include any applicable Shipping charges.

This OLR will be pending until quote is received – you can just email it to be when you receive from vendor.

Best Regards,

Brenda Haney

**Business Services** 

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

From: Shewmaker, Nicholas
To: Haney, Brenda

Subject: RE: Please advise\_ OLR#\_0001011425\_FORMLABS INC

**Date:** Tuesday, April 3, 2018 12:47:32 PM

Yes I agree. It may even result in a lower price to us if a formal quote is obtain.

### Thanks,

Nick

From: Haney, Brenda

Sent: Tuesday, April 03, 2018 12:45 PM

To: Shewmaker, Nicholas

Subject: Please advise\_ OLR#\_0001011425\_FORMLABS INC

Hi Nick –

I asked Area to request a written for this OLR – due to value and request for SSPJ – does that sound reasonable?

Thank you,

Brenda Haney

**Business Services** 

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