

COMPLETED

LOS RIOS COMMUNITY COLLEGE DISTRICT  
1919 Spanos Court • Sacramento, CA 95825-3981

P.O. No. F3943

Date 03.29.2022

**LIMITED PURCHASE ORDER**  
(Not to Exceed \$1000.00)

VENDOR NAME AND ADDRESS: <b>KERNDT</b> <b>BIO-MEDICAL REFRIGERATION.</b> <b>P.O. Box 980833</b> <b>West Sacramento, CA. 95798</b> <b>916-296-5861</b>		DELIVERY INSTRUCTIONS: <input type="checkbox"/> Deliver to Address Below (Check one) <input type="checkbox"/> Will Call	
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ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	ORDERED			UNIT PRICE	TOTAL
		QUANTITY	UNIT	STOCK NO.		
1	01053842 Kit, Compressor Start Components	1			\$68.38	\$68.38
2	Labor Hours	1			\$169.00	\$169.00
3	Travel Rate	2			\$169.00	\$338.00
4	Mileage Rate	62			\$0.85	\$52.70
5	<b>PAID</b>					
6	<b>CHECK #: 0094826059</b>					
7	<b>DATE: 4/14/22</b>					
8						
9	<b>AMOUNT: 73.68, 559.70</b>					
10	<b>VOUCHER#:</b>					

<b>Purchases Charged to Categorical Programs, Grants or Special Projects</b> This purchased is in compliance with the requirements of:		SUB-TOTAL		\$628.08
Program Name _____ For grants/special projects _____ Program Director/Coord. Signature _____ Project/Grant Number _____ Program Goal/Objective Number/Explanation _____		SALES TAX		\$5.30
		TOTAL (Not to Exceed \$1000.00)		\$633.38

**VENDOR:** Reference P.O. number on all invoices and packing slips. Total invoice may not exceed \$1000.00 including tax and shipping costs. Mail invoices in duplicate to: Los Rios Community College District, Accounting Department, 1919 Spanos Court, Sacramento, CA 95825.

I hereby certify the items/services listed above shall be obtained in accordance with District Policy, Conflict of Interest Code, P-8631 Section 3.0., and all other applicable district, state, and federal policies, rules, regulations, and laws.

Mary Hansen REQUESTED BY: TYPED/PRINT DATE 3/30/22	Received by _____ Date _____ <b>GENFD / 5600 / 11 / FL.VS.HLTH</b>
Mary Hansen REQUESTED BY: SIGNATURE DATE 3/30/22	Bus. Unit Account Fund Org <b>64400 / 00000 / 2022 / 101E</b>
Molly Sencal APPROVED: DEAN OR OTHER AUTHORIZED SIGNATURE DATE 3/30/22	Program Sub-Class BY Proj/Grnt Amount <b>\$ 633.38</b>
APPROVED: VICE PRESIDENT, ADMINISTRATION DATE	Bus. Unit Account Fund Org \$
APPROVED: VICE PRESIDENT, ADMINISTRATION DATE	Program Sub-Class BY Proj/Grnt Amount

# LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

## PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability, if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$1M, \$2M, or \$3M AGGREGATE as prescribed by DISTRICT requirements 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. LRCCD insurance requirements can be viewed on the following website [www.losrios.edu/purchasing](http://www.losrios.edu/purchasing).
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 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. CONTRACTOR further represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, LRCCD will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless LRCCD from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
23. **CERTIFICATION:** CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.

## INSTRUCTIONS FOR COMPLETING A LIMITED PURCHASE ORDER

For purchases under \$1000.00 (including sales tax and shipping charges), a limited purchase order may be used in place of the traditional requisition/purchase order process. The limited purchase order (LPO) requires the same college approvals as do requisitions, but once the document is approved you can place your order or pick up merchandise immediately. Once the order is complete, the copies are distributed according to the notation on the bottom of the form. The following steps will assist you in filling out the limited purchase order.

1. **Date** Enter date order form is filled out.
2. **Vendor Name and Address** Enter vendor's complete name and address, including zip code.
3. **Deliver To** Enter campus or site name and address and indicate whether order is to be delivered or picked up.
4. **Description** Enter complete description of goods and services requested include size, color, number per carton, etc. Indicate shipping charges and discounts here.
5. **Quantity** Enter desired number of items, sets, cartons, etc.
6. **Unit** Enter unit of measure (each, dozen, gram, etc.)
7. **Stock Number** Enter vendor's stock number.
8. **Unit Price** Enter unit cost.
9. **Total** Enter extended price (quantity x unit cost).
10. **Sub-Total** Enter sub-total (after any applicable discounts)
11. **Sales Tax** Enter current sales tax amount
12. **Total** Enter total amount of purchase, including sales tax and shipping costs, not to exceed \$1000.00
13. **Categorical Program, Grants or Special Projects** Enter program name. Program Director or Coordinator to sign. Enter program/grant number and goal/objective purchase meets.
14. **Received by** When item is received, sign and date goldenrod copy (Receiver) and forward to district office accounting department.
15. **Requested by** Name of person initiating order.
16. **Bus. Unit (Business Unit Account, Fund, Org, Program, Sub-Class, BY (Budget Year), Proj/Grnt)** These items constitute the chart field combination (budget number) to be charged for the purchase. The Account may not be in the 6000 category.
17. **Authorized Signature** Must be signed by the requisitioner, the area dean or unit supervisor.
18. **Vice President, Admin. Director/ViceChancellor/Chancellor** Vice president of administration or director /vice chancellor or chancellor must approve order before items can be purchased.

*\*Purchases made in the name of the district without an **Authorized Purchase Order** shall be considered the obligation of the person making the purchase and not the obligation of the district.*

**KERNDT**  
**BIO-MEDICAL REFRIGERATION.**

P.O. Box 980833  
 West Sacramento, CA. 95798  
 916-296-5861

DATE 3/23/2022  
 UNIT # Pharmacy Refrigerator  
 Model# REF5P-T-KP-00  
 S/N # K94595-105 19  
 Contact: Mary Hansen  
 916-608-6782  
 916-541-5368 Cell  
 P.O. #

**CUSTOMER**

Folsom Lake College  
 10 College Parkway - FL1-52  
 Folsom CA 95630

**WORK PERFORMED**

Customer reported refrigerator warmed up and now is turned off. Inspect unit, found compressor not starting. Traced problem to defective compressor current relay. Replace compressor starting components (relay, overload and capacitor). Ran unit and verified operations. Advised customer.

LABOR RATE	\$169.00	OVERTIME RATE	\$254.00	TRAVEL RATE	\$169.00	MILEAGE RATE	\$0.85
HOURS	1.00	O.T. HOURS	1.00	TRAVEL	2	MILEAGE	62

**PARTS AND MATERIALS**

01053842	Kit, Compressor Start Components	1	\$68.38	\$68.38
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All invoices are due and payable upon receipt. Services rendered under K.B.R. charge agreement, herein by reference.  
 LATE CHARGES of 2 percent per month (24%APR) due after 10 days.

<b>PARTS TOTAL</b>	<b>\$68.38</b>
<b>LABOR TOTAL</b>	<b>\$169.00</b>
<b>TRAVEL TOTAL</b>	<b>\$390.70</b>
<b>RECOVERY TOTAL</b>	
Misc.	
TAX 0.0775	\$5.30
<b>TOTAL</b>	<b>\$633.38</b>