Los Rios Community College District

Purchasing: (916)568-3071 LRCCDpurchase@losrios.edu

Phone:

Fax: (443) 70 email: Sales@GerstelUS.com

Tax Exempt? N

Line-Sch

Supplier: 0000050719 GERSTEL INC 701 DIGITAL DR STE J LINTHICUM MD 21090

Accounting Ops: (916)568-3065 * FAX (916) 286-3636 Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PC

(410) 204-7258 (443) 709-0305

Item/Description

PURCHASE ORDER NO 0001125047

	Date	Revisi	on	Page
	02/01/2023			1
FAX (916) 286-3636	Payment Terr	ns Freight Te	rms	Ship Via
	NET 30	Shipping Po:	int	Best Method
	Reference:		Locatior	າ / Dept
APPENDED TO THIS PO	1040352 HIN	ΓΖΕJ HANEYB	04CYPH	108 SME
	Ship To:	FOLSOM LAKE RECEIVING 10 COLLEGE P/ FOLSOM CA 950 United States	ARKWAY	
	Bill To:	LRCCD Invoice to: acctg 1919 Spanos Cc Sacramento CA United States		
	Quantity UOM	PO Price	Extended Amt	Due Date

1- 1	GER B ODP ODI - OLFACTORY DETECTION	1.00EA	24,889.36	24,889.36	01/31/2023
	PORT (ODP 4) WITH OLFATORY DATA				
	INTERORETER SOFTWARE				

01/13/2023 REVISED QUOTE# Q0108074 - VALID TO 01-31-2023

02-01-23 VENDOR ERMAIL CONFIRMS PRCING STILL VALID PER QUOTE (BH)

Sub Total Amount	24,889.36
Sales Tax Amount	1,928.93
Total PO Amount	26,818.29

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	Prog	<u>Sub</u>	<u>Proj</u>	Amount	<u>BYear</u>
GENFD	6490	12	FL.VI.IEQP	49000	00000	548A	26,818.29	2023

0001040352MCKECHND19-DEC-2022

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 email address: LRCCDpurchase@losrios.com.

https://psreports.losrios.edu/PurchaseOrderInformation.asp

All shipments, invoices, and correspondence must be identified with our Purchase Order	Authorized Signature
Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.	
	Kim Carrillo

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

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 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 vear 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 damage 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 eatabilishing 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 INDEMNTIY: 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 guality 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 per 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 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.
- 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, CONTRACTOR's 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 Collfornia 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 of thin 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 compliant and accessible. CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless LRCCD form 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 debanilent or declared ineligible for award of contracts by any Federal, State or local Agency.

Requisition

Supplier:	MISCELLANEOUS		000	0003680	Busir	ness Uni	it: GENFD	OPEN	
••	****				Req I		Date		Page
	***** CA 95825					040352	12/13/2	022	1
	United States				-	Isition			
	amaili					TEL, INC	•		
	email:				Reque				
Chin Ta	RECEIVING					ne Hintz	-		
Ship To:	10 COLLEGE PARKV				Reque	ester Signa	ature		
	FOLSOM CA 95630-6				Buyer	·	nda Haney		
	1 OLSOM CA 95050-0	57 50			Appro		nua naney		
							HINTZEJ 13-I	EC-2022	
						cu bji			
Line-Schd	Description				Quantity	UOM	Price	Extended Am	nt Due Date
1-1			ORY DETECTIO	N	1	EA	25,907.89	25,907.8	9 12/22/2022
	PORT (ODP 4)								
	INTERORETE	R SOFTWAR	E						
						4			
ASSET D	EPT: SME	LOCATION:	04CYPH108	CATEGOR	: 501	1	PROFILE: E	QP:SUI	

	25,907.89 0.00	Sub-total Est. tax
Total Requisition Amount:	25,907.89	

QUOTE #4149209 VALID UNTIL 12/20/2022

NOTE: NEW VENDOR PACKET SENT 12/09/2022 TO Sales@gerstelus.com

Attached are the Sole Source form, supporting doc, & Conflict of interest form

Signed conflict of interest form

BU	Acct	<u>Fd</u>	Org	Prog	<u>Sub</u>	<u>Proj</u>	Amount
GENFD	6490	12	FL.VI.IEQP	49000	00000	548A	25,907.89

Purchases	Charged	to	Catagorical	Programs,	Grants	\mathbf{or}	Special	Project.
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Program Name: SIEF Project Grant: 548A Program Director: Greg McCormac Program Goal:

Approval Signature	Approval Signature	Approval Signature

BUDGET QUOTATION

Date: Quote #:	12/1/2022 Q0107221 FLC1CA		5	EL, Inc. ital Drive, Suite J Im, MD 21090
Customer:	Maximillian Mahoney	Phone: (916) 608-6917	Phone: Fax:	(410) 247-5885 (443) 709-0305
	Folsom Lake College 10 College Pkwy CA 95630	Fax: Email: mahonem@flc.losrios.edu	E-mail: Web:	sales@gerstelus.com www.gerstelus.com

QTY DESCRIPTION

1

GER B ODP 4 ODI

Olfactory Detection Port - (ODP 4) with Olfactory Data Interpreter (ODI) software

Enables sensory detection of odors by the human nose simultaneously with detection by any analytical detector, including MSD, FID, and FPD. Constructs a GC olfactogram with retention times, olfactory intensities, and sensory descriptors that can be superimposed onto the analytical chromatogram. Olfactory Data Interpreter (ODI) software allows user to view and evaluate GC-O and MS data.

Consists of:

Olfactory Detector Port*

- Ergonomic design
- Easily exchangeable glass funnel nose cone
- Personalized "sniffing" position guide
- TD tube adapter for collection of compounds
- Heat tracing of column to nose cone
- Make-up gas and humidification
- Humidification shut off valve

- C200 Controller allows independent power for heated zones

- All tubing and connection hardware
- Start-up kit

Simultaneous Detection Kit

- uFlow Manager 3-way effluent flow splitter

- Split flow calculation software to determine restrictors needed for simultaneous arrival of compounds at detector and nose

Olfactory Recorder Software**

- Olfactory intensity device (OID) connected through USB port

- Microphone headset

Olfactory Data Interpreter (ODI)***

- Built in AEDA, CHARM and SNIFF data processing

- Library search
- PCA analysis

GERSTEL

GIAR / GISM LSC - LSC

BUDGET QUOTATION

Date: 12/1/2022 Quote #: **Q0107221** FLC1CA

Customer: Maximilian Mahoney Folsom Lake College 10 College Pkwy CA 95630 Phone: (916) 608-6917 Fax: Email: mahonem@flc.losrios.edu



GERSTEL, Inc. 701 Digital Drive, Suite J Linthicum, MD 21090

Phone: (410) 247-5885 Fax: (443) 709-0305

E-mail: sales@gerstelus.com Web: www.gerstelus.com

> GIAR / GISM LSC - LSC

QTY DESCRIPTION

* Requires GC specific mounting kit

**REQUIRES computer to have Windows 7/10 operating system, high quality functioning soundcard, speakers and two USB ports.

*** AMDIS Spectrum Database (2011-2017) is recommended to identify MS Data

1 GER 022825-291-00

Mounting kit for ODP 4 on an Agilent 8890 GC.

1 GER GT 1000-ST1

Attendance at GERSTEL training course offered in Linthicum, MD. This course is not application specific and addresses the full range of the system's capabilities.

Price covers tuition and course materials for 1 student. Course descriptions and schedule are available on the GERSTEL website: www.gerstelus.com.

Hotel cost while in Baltimore, transportation to and from Baltimore, and other living expenses are not included and are the responsibility of the attendee.

- 1 **GER GS 1600-01** Installation
- 1 GER GS 1900-01 Shipping

TOTAL QUOTE

\$25,907.89

Sales Tax

1,811.78

TOTAL WITH TAX

\$27,719.67

GERSTEL, Inc. TERMS AND CONDITIONS OF SALE

This proposal and the provision of products and services by GERSTEL, Inc. are subject to GERSTEL's standard terms and conditions of sale found at:

https://www.gerstelus.com/terms-and-conditions-of-sale/

In the event that you purchase a service support plan for certain GERSTEL products, the service support plan shall also be subject to the following GERSTEL standard terms and conditions found at:

https://www.gerstelus.com/terms-and-conditions-of-service-support/

By placing an order for products and services from GERSTEL, Inc., you are accepting the above terms and conditions of sale and such other terms set forth in the applicable quotation. If you do not agree with such terms and conditions, please contact GERSTEL, Inc. immediately.

A copy of these terms and conditions may have previously been provided to you. If you cannot access the above website link, or you desire an additional copy of such terms and conditions, please notify GERSTEL, Inc. immediately.

OTHER PERTINENT INFORMATION:

TO PLACE AN ORDER, GERSTEL, Inc. OFFERS SEVERAL OPTIONS:

- 1) E-MAIL: sales@gerstelus.com
- 2) **FAX:** 443-709-0305
- 3) **TELEPHONE:** 1-410-204-7258 (ext.1578) weekdays between 8:00 a.m. an 5:00 p.m. Eastern time
- 4) POSTAL MAIL: GERSTEL, Inc.
 701 Digital Drive, Suite J Linthicum, MD 21090

Parts and Supplies can be ordered on-line by visiting: https://webstore.gerstelus.com/ and following the instructions provided.

An electronic quote for Parts and Supplies can also be generated on-line.

TO PLACE AN ORDER, THE FOLLOWING INFORMATON IS REQUIRED:

- Purchase order number, ship to, invoice to, end user, and quote number.
- Purchases by credit card must be done verbally or through the secure on-line store.
- For Tax Exempt customers, provide tax exemption certificate for the ship-to state.

TO CHECK THE STATUS OF AN ORDER:

Call 1-410-204-7258 (ext. 1578) any weekday between 8:00 a.m. and 5:00 p.m. Eastern time. You will need to provide the purchase order or credit card number used to place the order.

FOR WIRE TRANSFERS TO GERSTEL, INC:

Please use the wiring instructions below: Funds Transfers through: The Columbia Bank Account Name: GERSTEL, Inc. Account Type: Checking Account Number: 3737009575 ACH ABA Routing: 055-002338 Wire ABA Routing: 0313-0142-2 Swift Code: FLBKUS33



1919 Spanos Court, Sacramento, CA 95825 Purchasing Department <u>lrccdpurchase@losrios.edu</u>

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 <u>R-8323</u> and District Policy <u>P-8611</u> This form must be signed and submitted with the Approved Online Purchase Requisition for those transactions listed below.)

Sole Source Requests Service Agreements (GS Form 78) Selection Committee Recommendations (formal process)

READ CAREFULLY BEFORE SIGNING:

Employee/Date

Requisition Number

Selection Committee Member/Date

OFFICIAL USE ONLY:				
PURCHASE ORDER#				
BUYER/DATE:				

LOS RIOS COMMUNITY COLLEGE DISTRICT **Sole/Single Source Purchase Justification**

Vendor:	Requisition No:
Commodity/Service:	
Estimated annual expenditure for the above commodity or se	ervice: \$:

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

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

- SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE 1. NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- SOLE SOURCE REQUEST IS FOR ONLY GREATER SACRAMENTO AREA DISTRIBUTOR OF THE 2. ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturers — not the distributor's written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- THE PARTS/EQUIPMENT IS NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- THE PARTS/EOUIPMENT IS REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. 5. (Attach memorandum describing basis for standardization request.)
- CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)PURCHASE CONTRACT NO: 6.
- "PIGGY-BACK"/UMBRELLA PURCHASE ON ANOTHER GOVERNMENT ENTITY'S CONTRACTS 7._____
- NONE OF THE ABOVE APPLIES. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS 8. SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

Christopher Morris AUTHORIZED SIGNATURE – Dean/Department

Daniel M	lcKechnie	
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AUTHORIZED SIGNATURE - VPA/BSO

DATE

DATE

SOLE/SINGLE SOURCE AUTHORIZATION: (PURCHASING USE ONLY)					
		□ APPROVED	□ DISAPPROVED		
By:	Date: _		Guidelines Div. #:		

12/16/22

Requisition #0001040352. Olfactometer by Gerstel

In support of Clause #4 "THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION.

- 1. This is being sold through Gerstel as part of the set-up & installation package with our Agilent GC/MS.
- 2. Gerstel is the only American-sold olfactometer that we were able to find; the rest seem to be sold out of Europe.

Signed:

Chemistry Department Chair Dominik Green 12/13/2022

Chemistry Professor Max Mahoney 12/13/2022

Dean of Career Education Chris Morris 12/14/2022