

# Los Rios Community College District

**PURCHASE ORDER NO 0001122764**

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

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

**PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO**

**Supplier:** 0000039628  
GETINGE USA SALES LLC  
45 BARBOUR POND DR  
WAYNE NJ 07470

<b>Date</b> 08/08/2022	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Method
<b>Reference:</b> 1036685 MEROUXL HANEYB	<b>Location / Dept</b> 04CYPH112 SME	

**Ship To:** FOLSOM LAKE COLLEGE  
RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM CA 95630  
United States

**Bill To:** LRCCD  
Invoice to: acctg-ops@losrios.edu  
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 REC-4190	PREVENTATIVE MAINTENANCE PLAN WITH QUARTERLY SERVICE FOR: 1. S/N 05E06086 STERILIZATION 21" SM GETINGE 522LS 2. S/N 05200473G HS-200 WATTS RO WATER SYS WATTS RO MODER 3.S/N GC-32099-R05 CAS30B GENERATOR  7/1/2022 TO 6/30/2023	1.00 EA	5,420.10	5,420.10	06/30/2023

SERVICE RENEWAL: PER QUOTE# 000217192.1  
VALID FROM 07-01-2022 TO 06-30-2023  
RECEIVER REQUIRED

PY PO 0001116655

PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED. HOLDER IS LRCCD, 1919 SPANOS CT., SACRAMENTO, CA 95825. EMAIL TO LRCCDPURCHASE@LOSRIOS.EDU. NO HARD COPY IS REQUIRED.

<b>Sub Total Amount</b>	5,420.10
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	5,420.10

BU      Acct   Fd    Org                      Prog   Sub    Proj                      Amount                      BYear

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**  
*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.

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**Ship To:** FOLSOM LAKE COLLEGE  
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Sacramento CA 95825-3981  
United States

**email:**

**Tax Exempt?** N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
GENFD 5600 11	FL.VI.BIOL 04000 00000 041A	5,420.10				2023

0001036685CHAVEZA04-AUG-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 Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Authorized Signature**  
AUTHORIZED SIGNATURE ON PO TOTAL PAGE

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# 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 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](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, 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 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.

# Requisition

**Supplier:** GETINGE USA SALES LLC  
 45 BARBOUR POND DR  
 WAYNE NJ 07470  
 United States

0000039628

**email:**

**Ship To:** RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630-6798

<b>Business Unit:</b>		<b>GENFD</b>	<b>OPEN</b>
Req ID:	Date	Page	
0001036685	07/01/2022	1	
Requisition Name:			
FY23 MA PO Getinge USA			
Requester		Bldg#	
Linda Meroux		SME	
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: MEROUXL 06-MAY-2022			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	PREVENTATIVE MAINTENANCE PLAN WITH QUARTERLY SERVICE FOR: 1. S/N 05E06086 STERILIZATION 21" SM GETINGE 522LS 2. S/N 05200473G HS-200 WATTS RO WATER SYS WATTS RO MODER 3.S/N GC-32099-R05 CAS30B GENERATOR	1	EA	5,420.10	5,420.10	07/01/2022

7/1/2022 TO 6/30/2023

5,420.10 Sub-total  
0.00 Est. tax

Total Requisition Amount: 5,420.10

RECEIVER REQUIRED  
 PER QUOTE# 000217192.1  
 FY 22 PO ID 0001116655

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5600	11	FL.VI.BIOL	04000	00000	041A	5,420.10

<b>Approval Signature</b>	<b>Approval Signature</b>	<b>Approval Signature</b>
---------------------------	---------------------------	---------------------------

**FOLSOM LAKE COLLEGE / 2148942**  
10 COLLEGE PARKWAY  
FOLSOM, California, 95630



**Lydia Spakosky**  
Service Plan Administrator



Getinge USA Sales, LLC  
1 Geoffrey Way  
Wayne, NJ 07470  
(888)-9GETUSA

**FOLSOM LAKE COLLEGE/ 2149842**  
10 COLLEGE PARKWAY  
FOLSOM, California, 95630

Lydia Spakosky  
Service Plan Administrator

Linda Meroux  
merouxl@flc.losrios.edu

ServiceContractSupport.us@getinge.com

Quote Number: 000217192.1  
5/4/2022  
Page 2 of 5

**Payment Terms:** Annual

**Quote is valid for 90 days**

**RENEWAL**  **INITIAL**

Term: 07/01/2022 To: 06/30/2023

Agreement Number: \_\_\_\_\_

**Getinge USA Sales, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER'S ACCEPTANCE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Service Rep: Craig Spraggins  
Inside Sales Rep: Charles Robinson



Getinge USA Sales, LLC  
1 Geoffrey Way  
Wayne, NJ 07470  
(888)-9GETUSA

**FOLSOM LAKE COLLEGE/** 2149842  
10 COLLEGE PARKWAY  
FOLSOM, California, 95630

Lydia Spakosky  
Service Plan Administrator

Linda Meroux  
merouxl@flc.losrios.edu

ServiceContractSupport.us@getinge.com

Quote Number: 000217192.1  
5/4/2022  
Page 3 of 5

### GETINGE SERVICES QUOTE SUMMARY

Description	Yearly Option	Total Price
<b>IC Getinge Plus Service Plan</b>	<b>1</b>	<b>\$5,420.10 (Total 1 Year)</b>

Line	Equipment Description	Serial No.	PM's Per Year
1	522LS Sterilization,21" Sm	05E06086	4
2	HS-200 WATTS RO WATER SYS	05200473G	4
3	CAS30B GENERATOR	GC-32099-R05	4



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Quote Number: 000217192.1  
 5/4/2022  
 Page 4 of 5

**IC**  
**Quote Line Items**

Description	Qty	List Price	Annual Price	Extended Price
PLUS 522LS Sterilizer 1Y	1	\$ 2,318.40	\$ 2,318.40	\$ 2,318.40
PLUS RO System Y1	1	\$ 728.70	\$ 728.70	\$ 728.70
PLUS Integrated Boilers Y1	1	\$ 2,373.00	\$ 2,373.00	\$ 2,373.00

Getinge USA Sales, LLC (Getinge) is pleased to submit the following quotation for the services described herein at the stated prices and terms. UNLESS THIS QUOTATION HAS BEEN DESIGNATED BY GETINGE AS BEING GOVERNED BY AN APPLICABLE GROUP PURCHASING ORGANIZATION OR INTEGRATED DELIVERY NETWORK AGREEMENT, THIS QUOTATION WILL BE GOVERNED BY GETINGE'S SERVICE AGREEMENT TERMS & CONDITIONS FOUND AT: [getinge.com/serviceterms](http://getinge.com/serviceterms). Any prior or collateral agreements, representations, promises or conditions, whether written or oral, in connection herewith, are superseded hereby. No modifications, waivers or termination of any provisions contained in this Agreement or any future agreements, representations, promises or conditions in connection with the subject matter hereof shall be binding upon Getinge unless made in writing and signed by an authorized officer thereof. Acceptance of any Customer's purchase order does not operate as acceptance of any different or additional terms. None of Getinge's terms may be rejected or revoked by Customer without the consent of Getinge's Legal Team. If you have any questions about this Agreement, please contact your local Getinge Service Representative. By signing this Quotation, you agree that you have reviewed and accepted Getinge's Terms and Conditions of Sales available at [getinge.com/serviceterms](http://getinge.com/serviceterms), and that you accept and agree to all of the terms hereof.



# Standard Agreement Deliverables

## Getinge Care Plus

### Features

- Annual preventative maintenance labor
- Unscheduled maintenance (callback) labor
- Telephone response – 4 hours
- Getinge Online (Infection Control only)
- Onsite response – two business days (or as agreed upon per event)
- 94% Uptime guarantee

*Note: All labor to be conducted during normal business hours, Monday to Friday (8:00 am to 5:00 pm local time).*

### Exclusions

- All scheduled (i.e. preventative maintenance) parts.
- All unscheduled (i.e. contract callback, break/fix, repair) parts.
- All equipment: daily, weekly and/or monthly cleaning (externally or internally if applicable) are excluded from this service agreement.
- Damage caused by not following OEM cleaning recommendations outlined in the OEM user manual. This includes chemical used for cleaning and adherence to cleaning frequency recommendations. All calls due to utility issues including component failures as a result of prolonged usage with improper utilities are not covered.
- It is the responsibility of the customer to have the equipment clean, safe, and available for service or maintenance. Any labor incurred while waiting for equipment availability is excluded from this agreement. The cost of support from vendors other than Getinge for troubleshooting/testing, above and beyond the release of the equipment for use by Getinge, will be excluded.

### Pricing

- Parts and labor discounts are determined by GPO, IDN and/or new capital equipment spend levels.

### Uptime Guarantee

- Measurement requires Getinge Online.
- Based on maximum 2,500 cycles annually (Sterilizers and Washers only).
- Scheduled maintenance downtime excluded.
- OEM parts and service must be used.
- Downtime not calculated if caused by operator error or utility issues.
- Void if non OEM maintenance used.
- Void if operator level maintenance is not followed.

**For answers to specific questions, contact the Getinge USA Sales LLC.**

**For additional information, please visit [www.getinge.com/service](http://www.getinge.com/service) or call the Customer Service Center at 888 9GETUSA.**

\* GETINGE US

PO# 000 1122764

RCVR # 000 110 4190

10/7/22

Paba

L#1 AS PER PS HAS BEEN REC. mkn12/21/22

\* Ln#1, Rcvd.

— No Packing slip