



Instructional Equipment Request (IER) Form FY 2022-2023

Deadlines

Date	Action
October 12, 2022	IER forms due to Division Dean
October 19, 2022	Division review of IER forms (Dean & VP signature)
October 21, 2022	IER forms due to Executive Assistant of Administrative Services (with Dean & VP signature)

Checklist

- All IER form fields complete (**attach requisition and quote before e-signing IER form**)
- Requisition completed and attached
- Valid quote attached (with extended expiration date) including (1) shipping costs, (2) installation fees, and (3) taxes. **Do not split quotes or submit duplicate quotes.** For assistance with quotes, please contact Bill Pagano at bpagano@clpccd.org or (925) 485-5271.
 - If the quote total (including taxes) ranges from **\$30,000 to \$99,099:**
 - You must submit **three** written quotes with your request.
 - For quotes of **\$99,100 or more**, the request must go out for bid (aka RFP process) and requires Board approval. You will be provided further instruction after your request is approved.
- IER form and requisition signed by Requestor
- IER form, requisition, and quote submitted as one PDF file to Division Dean including:
 - New Vendor Form (if new vendor)
 - Copy of W9 (if new vendor)

*Note: Mac Users – do not use Apple Preview to complete forms – data will not appear when printed.

IER Process Flow

1. All paperwork filled out and signed by Requestor
2. Requestor submits to Dean for signature
3. Dean submits to VP for signature
4. VP submits to Executive Assistant of Administrative Services for review
5. EA Admin Svcs submits to M&O and IT for review
6. EA Admin Svcs creates scoring spreadsheet and disseminates to committee
7. RAC scores submissions and returns to EA Admin Svcs
8. EA Admin Svcs combines committee scores for review
9. RAC Chair documents committee scoring in memo
10. College President meets with RAC Chair to review committee recommendations
11. President's Office provides approval memo to RAC
12. RAC submits IER forms to Business Office for processing

Instructional Equipment Definitions

Allowable Items

Allowable Items: Instructional equipment expenditures are eligible if the equipment, library material, or technology is for classroom instruction, student instruction or demonstration, or in the preparation of learning materials in an instructional program. There are five categories that will be used to classify instructional support. Please note that requests are not limited to the examples shown below.

1. **Equipment and Furniture:** instructional equipment and furniture for primary use by students in instructional programs:
 - a. Classroom/laboratory equipment including whiteboard, screen, projector, etc.
 - b. Instructional furniture including desks, tables, podium, chairs, etc.
2. **Information Technology:** instructional information technology equipment for student use in classrooms and/or laboratories including desktops, laptops, monitors, printers, servers, network/wireless infrastructure, AV/TV, multimedia.
3. **Software:** software licenses are allowed but only the initial year is permitted. Other software that are permitted are those that are used in excess of one year and software modifications that add capacity or efficiency to the software that defers obsolescence and results in an extension of the useful life of the software, including registration, counseling, student services, learning management systems for student use.
4. **Adaptive Equipment:** adaptive equipment for ADA/OCR students are allowed to assist them in a learning environment.
5. **Library Material:** databases, online subscriptions, books, periodicals, videos, etc.

Non-Allowable Items

Non-Allowable Items: Administrative or non-instructional purposes including equipment being used for administrative or non- instructional purposes is not allowed, including photocopiers, file cabinets, bookcases, computers, networking infrastructure, software licenses.

IE Rubric

RAC evaluates each IE request based on the rubric below. RAC stresses the importance of quality requests. RAC may choose not to rank incomplete IE requests.

Criteria	Strong Evidence	Adequate Evidence	Limited Evidence
LPC Mission & Planning Priorities [Section 2] (5 points) Ranking Scale	Clear and compelling evidence/data that equipment will fully support LPC Mission and Planning Priorities. 4-5	Clear evidence/data that equipment will fully support LPC Mission and Planning Priorities. 2-3	Limited or no evidence/data that equipment will support LPC Mission and Planning Priorities. 0-1
Educational Items: Programmatic Impact and Institutional Support [Section 3] (10 points) Ranking Scale	Clear and compelling evidence/data (as stated in program review) that this equipment will have substantial impact on program curriculum. 8-10	Clear evidence/data (as stated in program review) that this equipment will have substantial impact on program curriculum. 4-7	Limited or no evidence/data (as stated in program review) that this equipment will have an impact on program curriculum. 0-3
Teaching & Learning [Section 4] (10 points) Ranking Scale	Clear and compelling evidence/data that equipment provides much needed or beneficial enhancement to instruction. 8-10	Clear evidence/data that equipment provides enhanced instruction that is not met through current means. 4-7	Limited or no evidence/data that equipment provides enhanced instruction that is not met through current means. 0-3
Outcomes [Section 5] (5 points) Ranking Scale	Clear and compelling evidence/data that equipment will support course and/or program outcomes above and beyond current capability. 4-5	Clear evidence/data that equipment will support course and/or program outcomes beyond current capability. 2-3	Limited or no evidence/data that equipment will support course and/or program outcomes beyond current capability. 0-1

Instructional Equipment Request Form

Name of Requestor: Tim Adams Division: PATH

This Equipment Request is: A Replacement | An Upgrade | New Equipment or Technology

SECTION 1: Equipment Description

Describe the specific equipment requested and how it will be used to replace, upgrade, or provide new technology to LPC from what is currently in place:

Equipment Location

Building #: New Fire Training Grounds Room #: TBA

Comments:

The equipment requested is a Draeger Phase 4 Live Fire training prop. The Phase 4 Prop is configured with two 40 ft. burn containers side-by-side and a 20 ft. burn container installed perpendicularly at the entry point of the burn chamber. This layout forms a hallway entry into a double-wide burn chamber for more advanced and dynamic scenarios. The only way to learn how to fight a fire is to actually fight fires—with real smoke, real heat, and real flames. The Draeger Phase 4 gives firefighters the opportunity to gain experience attacking fires in an interior hallway—simulating a house, hotel, office building, or similar structure. This prop is designed to enhance the training capabilities of fire academies and fire agencies. The prop will provide the ability of the fire academy to teach academy students to recognize and understand real fire behavior and learn techniques to control fire conditions and extinguish interior Class A fires - in a controlled, repeatable setting. This prop is intended to augment the capabilities of the new training tower that is currently being built on campus.

If applicable, describe the legal requirement, mandate, or safety concern related to the purchase of this equipment, making specific reference to legal requirements or regulations:

The fire academy requires specific equipment to train cadets on how to confine and extinguish interior fires. Academy students need to learn on actual props that can simulate real fire conditions. All fire academy students are required by the State Fire Marshall's Office certification standards to complete 24 hours or more of live fire training to become a Certified Fire Fighter 1. This style prop is required for California Community Colleges to receive accreditation as an Accredited Regional Training Program and to certify fire fighter academy students as a State Certified Fire Fighter 1. This prop is an approved Fire Control 3 training prop and meets the standards as set forth in NFPA 1403: Standard on Live Fire Training Evolutions. These are the standards that are legally required to teach live fire

SECTION 2: LPC Mission Statement and LPC Planning Priorities

LPC Mission Statement

Las Positas College is an inclusive, learning-centered, equity-focused environment that offers educational opportunities and support for completion of students' transfer, degree, and career- technical goals while promoting lifelong learning.

LPC Planning Priorities

- Establish a knowledge base and an appreciation for equity; create a sense of urgency about moving toward equity; institutionalize equity in decision-making, assessment, and accountability; and build capacity to resolve inequities.
- Increase student success and completion through change in college practices and processes: coordinating needed academic support, removing barriers, and supporting focused professional development across the campus.

Explain how the equipment supports LPC's Mission Statement and Planning Priorities:

The equipment supports the LPC Mission Statement by providing the highest level of fire training to our students. The equipment serves to enhance and complement the programs curriculum and serves to help instructors increase all students knowledge, abilities and retention. This advanced level of training will provide our students with greater opportunities at securing professional fire fighter positions in local fire agencies. Having this prop located on our campus removes the barrier currently in place with the fire academy as fire training is limited to a fire facility we must rent that is owned and operated by Livermore-Pleasanton Fire Department. Our training

SECTION 3: Educational Items | Program Review

Specify the educational programs the equipment supports:

This new equipment will directly support the FST 12 Fire Academy. Although this equipment primarily supports the LPC Fire Academy it will also enhance the Fire Service Technology degree program and the EMS program by attracting new students who aspire to be Fire Fighter EMTs. Our reputation of having the best college fire training facility, academy and instructors in Northern California will be far reaching and increase enrollment in both programs as prospective students seek out colleges that deliver the best education and

Is the equipment part of an upcoming Program Review? Was it included last year? If not, why? Use language from your Program Review to explain:

The purchase of this training prop is new and designed to greatly enhance the ability of this college to deliver the highest level of live fire training available. It will be put in place along side the new training tower that is currently being built. As a new Coordinator I have not currently been involved in a Program Review but I am confident that this will only strengthen the future of the Las Positas Fire Service Technology Program and falls perfectly in place with the desire of this college to support this program as evidence of the current new construction of classrooms, offices, and training facility.

SECTION 4: Teaching and Learning

Please use evidence and data that describes how the equipment provides enhancements/benefits to the current level of teaching capabilities:

Currently our Fire Academy Program is limited to a few days of actual live fire training because we currently have to rent a facility that has a similar prop. By having our own facility with ample room to house this prop the Academy will be able to provide multiple opportunities for the students to experience entering a structure in actual fire conditions and extinguishing a real fire. In the past video and simulations were the most common ways for our students learn fire fighting techniques. Now our instructors will be side by side with students in live fire exercises teaching techniques learned from years of fire fighting experience.

Detail the impact the equipment has on learning:

Use of this prop at our own facility will allow students to learn and perform standardized Job Performance Requirements, as mandated by State Fire Training, at a much higher level to assure greater success toward achieving certification and exceed industry standards.

Please state the number of classes and students the equipment will impact:

Classes/Sections: 1 Class/2 Sections	Students: Up to 80 annually
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SECTION 5: Student Learning Outcomes (SLOs)

Document how the equipment will enable you to surpass your current Student Learning Outcomes:

The FST 12 Fire Academy Student Learning Outcome states: "Upon completion of FST 12, the student should be able to identify, respond to, and mitigate an incident involving fire inside a structure." Use of this prop at our campus facility will provide the most real life live fire training available across the country without fighting an actual fire in an acquired structure. Students will gain so much knowledge and experience not only in mitigating a fire but understanding fire behavior, smoke condition, multiple extinguishment techniques, search and overhaul techniques. As stated previously having props such as this at our own Las Positas East Bay Regional Fire Academy Training Facility will attract new students to not only our academy but our Fire Service Technology Certification and

SECTION 6: Total Cost of Ownership | Maintenance and Sustainability

Please provide the lifespan of the proposed equipment:

A conservative estimation is 10 years. They are designed to handle over 1000 fires in their lifetime.

What are the requirements and associated costs for the storage of the equipment?

There is ample room at the new site to accommodate this prop. Installation is included in the bid price. There are no additional associated cost for storage and it will be located inside a locked facility.

Is there a specific location required to store the equipment?

Note: include storage costs in Part A: Initial Start-Up Costs (pg. 10)

At the new fire training site.

Does the new equipment replace older equipment? If so, will you retire/surplus the old equipment? If not, where will you store the older equipment and what are the associated storage costs?

No.

SECTION 6: Total Cost of Ownership | Maintenance and Sustainability (cont'd)

What are the maintenance costs associated with the regular upkeep of the equipment?

Routine annual inspections can be done at minimal costs. Cleaning will be done by students and staff after each use.

Detail how the equipment meets or exceeds LPC's Sustainability Efforts:

Having the ability to keep equipment for a minimum of ten years should meet or exceed the college's sustainability plan.

How does the equipment provide renewal resources to the college?

N/A

SECTION 6: Total Cost of Ownership | Maintenance and Sustainability (cont'd)

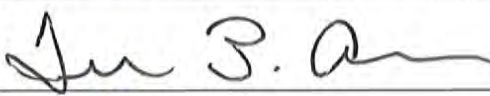
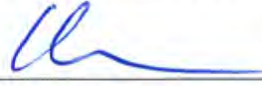
Part A: Initial Start-Up Costs		
Type	Cost	Comments
Equipment or Materials	214027.78	
Shipping & Delivery Fees	\$ 6,171.00	
Installation Costs	24850.00	
Miscellaneous Costs		
Modification to Facilities		
Operator Training	7800.00	
Maintenance/Repair Training		
Storage		
Other		
Discounts (enter as negative)		
Sub-Total	\$ 252,848.78	
Taxes	25284.48	
Grand Total	\$ 278,133.26	
Part B: Annual Operating Costs		
Type	Cost	Comments
Service/Maintenance	\$500.00	Estimation
Part Replacement		
Vendor Calibration or Standardization		
Storage		
Supplies		
Maintenance/Repair Labor		
Software Licensing		
Other		
Grand Total	\$ 500.00	
Overall Cost:		

SECTION 6: Total Cost of Ownership | Maintenance and Sustainability (cont'd)

Operator	
Primary operator:	Faculty and Adjunct Faculty
Does the work align with current position duties?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cost to train primary operator:	Included in the price
Approx. # of hours equipment will be used per month:	80 to 100 hours
Comments:	
Maintenance and Repairs	
Who will perform maintenance and repairs?	Services provided by vendor
Estimated hours per month:	N/A
Does the work align with current position duties?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cost to train for maintenance and repairs:	N/A

Approvals and Signature Routing

Before signing below, please confirm all fields are filled out and all information provided is correct. Requests must be fully complete, signed, and submitted to your Division Dean by the deadline (see page 1). **Requisition and quote must be attached to this form before signing.** Adobe prevents adding pages once a document has been e-signed.

Requestor:		Date:	10/07/2022
Division Dean:		Date:	10/19/22
Vice President:		Date:	
College Technical Service Manager:		Date:	
M&O Director:		Date:	
Vice President, Administrative Services:		Date:	



Office of Administrative Services
Requisition Request Form

(Wait 5-10s)
Reset Submit
R -

Table with columns: Fiscal Year, Vendor ID #, Vendor Name, Date Required, Deliver To, Room #, Return Copy of Requisition To, Seq, Item #, Description, Qty, Unit Price, Extended Cost, Comments, Subtotal, Tax, Shipping, Total Cost, FOAP to be Charged, FUND, ORG, ACCOUNT, PROGRAM.

Ellie Hirstein 10/18/22
Requestor (print name) Date Dean (signature) Date
Coordinator/Manager (signature) Date Vice President (signature) Date

OFFICE OF ADMINISTRATIVE SERVICES USE ONLY
Reviewed: Verified: Approved:
PO Number: Budget Transfer #: Entered:
TR 4/6/20

Quotation



Quotation no. 136225890R2 Date of offer 10/11/2022

Please reference on inquiries

Customer
LAS POSITAS COLLEGE
3000 CAMPUS HILL DR
LIVERMORE CA 94551

Your request
RFQ REVISION DATE: 10/07/2022

MATTHEW JEWETT
FIRE ACADEMY PROGRAM DIRECTOR
mjewett@laspositascollege.edu

Ship-To party
LAS POSITAS COLLEGE
3000 CAMPUS HILL DR
LIVERMORE CA 94551

Dear Customer,

Thank you for your inquiry. Please find enclosed our corresponding offer.
If you have any further questions, please do not hesitate to contact us.

Quotation no.: 136225890R2
Responsible: MATT LUCHETTA

Telephone: 626-614-7975
E-mail: matt.luchetta@draeger.com

Best regards
Dräger Inc.

This document has been electronically generated and is valid without a signature.

Dräger Inc.
Our Tax ID: 23-1699096
3135 Quarry Road, Telford, PA 18969
An Equal Opportunity Employer M / F / V / H
Telephone 800-437-2437
<http://www.draeger.com>

Remit to:
LOCKBOX (Standard USPS)
Dräger, Inc.
PO Box 13369
Newark, New Jersey
07101-3362

Remit to:
LOCKBOX (Overnight)
FIS Lockbox Processing
Lockbox #13369
100 Grove Road
Suite E
West Deptford, NJ 08066

Remit US Wire Transfers to:
Account Name: Draeger Inc.
Account Number: 00-494-936
Transit Routing: 021001033
SWIFT: BKTRUS33
Deutsche Bank Trust Company Americas
60 Wall Street 25th Fl, New York, NY 10005

Quotation



Quotation no. 136225890R2 Date of offer 10/11/2022
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Page 2 / 6

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
0010	1 EA	1903015	DRAEGER SWEDE SURVIVAL PHASE IV MODIFIED - One (1) story unit comprised of two (2) 40' and one (1) 20' fire training modules - NFPA 1402 & OSHA-compliant system - 11 gauge Sheet metal covering insulation in burn chamber - 11 gauge Steel flooring in burn chamber and adjacent area - 1/2" Chain on walls, ceiling, and doors of burn areas to hold Class A materials - Entry room leading to garage structure - Partition from entry room to main garage area with entry door - Standard windows - Two (2) Tactical vents - Reconfigurable wall system - Double wide burn chamber in garage structure - Adjustable ventilation system - Concrete paving to line burn area floor - 55-gallon Crib fire drum - Two (2) Side entry doors without locks in garage - Two (2) Side entry doors without locks in entry room - Access for hose lines - Low flow water nozzles - Signage and Brackets	214,027.78	214,027.78
0020	1 EA	1903012	ON-SITE INSTALLATION & SET-UP Dräger contracted and project-managed installation team ensures that your system is installed properly, safely and with minimal disruption. Pre-installation site surveys and in-process review of the build ensures that you are getting the most value for your project. Installation and crane services are insured, bonded and operate within OSHA guidelines for your added protection.	24,850.00	24,850.00

Quotation



Quotation no. 136225890R2 Date of offer 10/11/2022
 Please reference on inquiries

Page 3 / 6

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
0030	1 EA	1903013	<p>TRAIN-THE-TRAINER PROGRAM Dräger is committed to developing and offering the most comprehensive training programs in North America. Dräger Swede Survival Systems and Dräger certified instructional training programs have been designed and delivered in accordance with training methods developed by the Swedish Rescue Services agency through the Swedish Rescue Training Center (SRTC).</p> <p>The training consists of two parts: The first part is a two-day, on-site training course for up to ten (10) of the department's instructors. The second part is a complete documentation package on operation & maintenance of the system; enables you to train with confidence.</p> <ul style="list-style-type: none"> - Certified instructors - Fire behavior - Fire control - Hydration - SCBA & safety equipment training - Heat stress management - Smoke & ventilation exercises - Container management - Ignition sources - Information on fire gases - Container operations - Heat stress - Thermal imaging camera usage - Recognition of pre-flashover conditions - Nozzle techniques - Overall safety 	7,800.00	7,800.00

Quotation



Quotation no. 136225890R2 **Date of offer** 10/11/2022
 Please reference on inquiries

Page 4 / 6

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
0040	1 EA	1903010	FREIGHT TO CUSTOMER SITE Note: Estimated freight charge only, actual amount to be determined at time of shipment.	6,171.00	6,171.00

Net value excl. Sales Tax					252,848.78
+ Net Sales Tax					25,284.48

Total amount					278,133.26
=====					=====

PLEASE CHECK THIS QUOTE CAREFULLY FOR ACCURACY IN PRICING, PART # AND DESCRIPTION. Contact Customer Service immediately if there are any discrepancies. This acknowledgement and note constitutes the entire agreement with respect to the contemplated transaction and supersedes all previous negotiations, proposals, writings, advertisements, or publications.

Draeger, Inc. and the Customer agree that the purchase of any product or service pursuant to this document is subject to the attached terms and conditions, which are incorporated by reference.

Quotation



Quotation no. 136225890R2 Date of offer 10/11/2022
Please reference on inquiries

Page 5 / 6

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
			<p>Delivery Time: 45 - 47 Weeks ARAD (After Receipt of Approved Drawings)</p> <p>Draeger continues to strive toward reasonable timeliness of delivery. Due to the COVID-19 pandemic, product demands are greatly escalated, workforce may be reduced, and Draeger may be subject to government orders impacting delivery schedule and, as a result, trigger the Force Majeure provisions under Section 7 of Draeger's standard terms and conditions.</p> <p>In the event the freight carrier imposes extraordinary charge for shipment in excess of the usual and customary charges for such shipment, the customer would bear the cost of such extraordinary charges.</p> <p>Offer valid until: 12/11/2022</p> <p>Payment terms to be determined based on credit approval</p>		

Quotation



Quotation no. 136225890R2 | Date of offer 10/11/2022

Please reference on inquiries

Page 6 / 6

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
			<p>Notes:</p> <ol style="list-style-type: none">1) Please note pricing does not take into consideration any prevailing wage requirements, unless communicated to Dräger beforehand. If a prevailing wage requirement exists, customer will provide this information prior to PO submittal to Dräger. Pricing will be subject to change.2) All funds are in US Dollars.3) Bonding price, if required, not included.4) Local, state, or federal taxes are included.5) Price information valid 60 days from date on form.6) Any building or electrical contractor permits are responsibility of customer and are not included.7) Warranty is 12 months after handover.8) Training Systems which have completed fabrication but cannot be delivered due to delays on the part of the customer, may be charged a Storage Fee in the amount of 2% of the project value, to be assessed every thirty days after an initial 30 day free storage period has passed, until delivery is possible.9) Milestone Payment terms:<ol style="list-style-type: none">A. 25% of total project price will be invoiced on notice to proceed.B. 50% of total project price will be invoiced when equipment is shipped.C. 25% will be invoiced when installation and training are complete and system is handed over.		

DRAEGER, INC. TERMS AND CONDITIONS OF SALE (SAFETY)

1. GENERAL. These terms and conditions are integral to the agreement governing the sale and purchase of goods ("Goods") and service ("Service") between the seller, Draeger, Inc. ("Draeger") and the purchaser ("Customer"). Goods and Service are referred to herein collectively as "Product." The agreement governing such sale and purchase of Product ("Agreement") consists of the following, all of which are hereby incorporated herein by reference: (i) these terms and conditions, (ii) the written sale or service agreement, if any, signed by Draeger and Customer (referred to herein singularly as "Party" and collectively as the "Parties"), including schedules thereto, that is in effect on the date of the applicable purchase order is delivered to Draeger, and any amendments thereto ("Contract Document"), (iii) any price quotes, and (iv) the purchase order submitted by Customer ("PO"); provided, however, Draeger shall not be bound by any terms, conditions, or other provisions in a PO that are different from, in addition to, or inconsistent with the other provisions of this Agreement.

2. PRICES. Prices are as stated in the Contract Document. If no Contract Document is in effect at the time of order fulfillment, the prices are as stated on the applicable price quotes; provided, that such prices are only valid for thirty (30) days from the date of quote. In all other cases, prices are those currently effect on price list at time of shipment. Unless otherwise stated in writing by Draeger, prices include the cost of standard domestic packing. Prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties, or other charges related to Product. Customer shall bear cost of all applicable sales, use, property, excise, and manufacturer's taxes and any duties, license or similar fees, which may be imposed upon the sale, use, or performance of the Product.

3. PAYMENT TERMS.

(a) Unless otherwise agreed in writing, the Customer shall make payment in full without any set-off (for any reason) no later than thirty (30) days from the date of invoice in United States Dollars ("USD"). Partial shipments of Goods shall be invoiced as shipped. Draeger reserves the right to require (i) payment in advance, (ii) cash on delivery, or (iii) a modification of credit terms. Notwithstanding the foregoing, orders paid for by credit card shall be charged and paid for at that time of order.

(b) Draeger reserves the right in the event of late payment: (i) to suspend all deliveries and/or Service or cancel any of its outstanding obligations under the Agreement, (ii) to charge interest on the late payment calculated on a day to day basis until the actual date of payment at the lower of (A) an annual rate of twelve percent (12%) or (B) the maximum rate allowed by law. Such remedies shall be in addition to any other rights or remedies available to Draeger under the law.

(c) If Customer pays less than the full amount due, such payment shall be applied toward the outstanding balance. Draeger's acceptance of part of the amount due, shall not interfere with Draeger's right to recover the balance of the amount due, or to pursue any other right or remedy under the law.

(d) All Customer orders are subject to credit approval by Draeger.

4. DELIVERY, INSTALLATION, RISK, AND TITLE.

(a) Products will be delivered FCA (2010 INCOTERMS) point of origin, for capital equipment and shipping point for all other Product. Delivery, installation, and completion dates are only approximate and Draeger shall not be liable for failure to meet such dates. Notwithstanding the foregoing, Draeger shall use reasonable efforts to meet quoted delivery, installation, and completion dates. Partial shipments may be made at Customer's request or in Draeger's sole discretion.

(b) Unless stated otherwise in writing by Draeger, freight and transportation costs, including standard ground transportation, packing, custom duties, and other similar charges, shall be borne as follows: (i) for PO orders equal to or less than \$15,000, Customer shall bear all such costs, (ii) for PO orders greater than \$15,000, Draeger shall bear all such costs. Notwithstanding the foregoing, in the event Customer requests an expedited order, Customer shall bear the additional costs.

(c) Draeger shall bear risk of loss or damage to Goods during shipment until delivery of Goods or, if earlier, the date as of which Draeger makes a commercially reasonable attempt to deliver Goods.

(d) Customer shall use commercially reasonable efforts to allow for timely delivery of goods, including, without limitation, providing instructions, granting access during Customer's business hours (or such other time agreed by the Parties), and obtaining any required licenses or permits.

(e) Customer's sole remedy for non-delivery of Goods due to non-delivery by Draeger shall be replacement of Goods.

(f) Installation costs shall be included in the price of Goods, unless indicated as a separate Service on the Contract Document or quote, as applicable. Customer shall be responsible for ensuring that the installation site is fully prepared prior to installation and for bearing all costs necessary to prepare site for installation in accordance with Draeger's instructions, including without limitation, (i) engaging in any require labor and acquiring any materials, (ii) if Goods are to be connected to Customer's network, ensuring that such network meets all specifications of the network requirements and specifications provided to Customer by Draeger, which are hereby incorporated herein by reference, and is fully functioning as mandated by all manual and other instructions provided by Draeger, and (iii) ensuring compliance with all government requirements, including without limitation, all certifications, and approvals for installation and operation. Customer shall provide to Draeger or its subcontractor, as applicable, access to the installation site and, if required, safe and secure space on site for storage of Goods and equipment prior to and during installation.

5. ACCEPTANCE. Customer shall inspect Goods received and notify Draeger of any nonconforming Goods prior to acceptance. Goods shall be deemed to be accepted by Customer fifteen (15) days from date of delivery; provided however, that (i) if earlier,

acceptance shall occur immediately on the first day Customer uses Product, or (ii) with respect to a Good requiring installation (other than connection to customer network), the earlier of five (5) days after installation or thirty (30) days after delivery. Installation shall be deemed to be completed upon final verification under Draeger's standard procedures that Goods meet all applicable written performance obligations. For this purpose "nonconforming Goods" means (i) Goods shipped that are different from those identified on Draeger's sales order confirmation and (ii) Goods with label or packaging that incorrectly identifies contents. Draeger shall, at its sole discretion, replace nonconforming Goods with conforming Goods or credit or refund price of nonconforming Goods. Return of nonconforming Goods shall be conducted by Customer in accordance with Draeger's instructions. Draeger shall bear the shipping costs related to return and replacement of nonconforming Goods.

6. CHANGES AND RETURNS.

(a) Orders may not be changed or cancelled after PO is accepted by Draeger.

(b) Draeger reserves the right, subject to written notice, to substitute Goods or change specifications of Goods, which, in Draeger's judgment, does not materially affect the installation, performance, function, or price thereof.

(c) Goods may only be returned with prior authorization from Draeger. Eligible returns must follow the Return Material Authorization process in effect at the time of return as specified at https://www.draeger.com/Library/Content/RMA-Process-Safety_11192018.pdf and which are hereby incorporated herein by reference ("RMA Process"). Unless warranty applies, Customer agrees to pay Service charges related to repair and replacement of Goods, including, without limitation, restocking fees.

7. DELAY OR FAILURE TO PERFORM OBLIGATIONS.

(a) Draeger shall not be deemed to be in breach or otherwise liable for any delay or failure in performance of any of its obligations under this Agreement caused, in whole or in part, by any act or omission of Customer or its agents, subcontractors, consultants, or employees.

(b) Neither Party shall be liable for failure to perform obligations (except for payment obligations) under this Agreement to the extent that such failure arises out of events beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental laws, rules or regulations, acts of God or the public, war, terrorist threats or acts, civil disturbance, fire, or other casualty, strike or labor dispute or unavailability of labor, carriers, raw materials, power, or supplies. Any delivery date may be extended, at Draeger's option, to the extent of any delay resulting from any such event.

8. WARRANTY.

(a) *Goods.* Draeger warrants that under normal use and with prescribed maintenance, storage, and care, Goods are free from defects in material and workmanship for the warranty period. Except as provided in a separate warranty statement in Goods manual or otherwise provided with Goods, the warranty period for new capital equipment is twelve (12) months from date of delivery and disposable and consumable Goods (excluding sensors) are warranted at time of delivery only. All other Goods are warranted for ninety (90) days from (i) date of delivery or (ii) in the case of software, date of implementation sign-off, or first productive use. Warranty is conditioned on (i) Customer providing immediate written notice of warranty related claim to Draeger and following RMA Process, (ii) no repairs, modifications, or alterations being made to Goods other than by Draeger or its authorized representatives (iii) Customer handling, using, storing, installing, operating, cleaning, and maintaining Goods in compliance with the instructions and specifications provided with the Goods or incorporated into this Agreement, (iv) use of Goods only for the use intended by Draeger, (v) defect not related to attachment of Goods to non-Draeger supplied equipment or to Customer's network issues, (vi) Customer having fulfilled its payment obligations for Goods, and (vii) an inspection by Draeger that reveals that the Customer's claim is valid under the terms of the warranty. Customer's remedy for a breach of this warranty is limited to repair, replacement, or credit or refund, at the sole option of Draeger. Repair or replacement may be with parts or product that are new, used, or refurbished. Repairs or replacements shall not interrupt, extend, or prolong the term of the warranty.

(b) *Service.* Draeger warrants that the Service shall be performed in a professional manner in accordance with generally recognized industry standards for similar service. Claims for breach of this Service warranty must be submitted to Draeger in writing within ninety (90) days of the completion of Service. Customer's remedy for breach of Service warranty is limited to performance or credit or refund, at the sole option of Draeger.

(c) *Third Party Product.* If the Agreement includes the sale of third-party product not manufactured by Draeger or any of its affiliates, such products are provided to Customer solely at the direction of Customer with no recommendation by Draeger. Except as expressly provided otherwise in the Agreement, Draeger makes no warranty for any third-party product. Customer's sole warranty for any third-party product, if any, is the original manufacturer's warranty, which Draeger agrees to pass on to Customer, as applicable. The obligation of Customer to pay Draeger for the third-party product is absolute and unconditional, and Customer waives and releases Draeger from all claims, damages, and losses arising out of such third-party product regardless of any claims Customer may have regarding such third-party product.

(d) *No Other Warranties.* THE WARRANTIES IN THIS SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE WITH RESPECT TO PRODUCT. DRAEGER MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COURSE OF DEALING, AND USAGE OF TRADE. DRAEGER DOES NOT

WARRANT OR GUARANTEE THAT ANY PRODUCT WILL BE SECURE FROM CYBER THREATS HACKING OR SIMILARLY MALICIOUS ACTIVITY, DRAEGER DOES NOT WARRANT ANY CUSTOMER OR THIRD-PARTY PROVIDED NETWORK OR THE PERFORMANCE OF PRODUCT AS IMPACTED BY SUCH NETWORK CONNECTION.

9. **INDEMNITY.** Draeger and Customer (each as "Indemnitor") shall indemnify the other Party and its affiliates (collectively "Indemnitee") from and against all third-party claims alleging bodily injury, death, or damage to the third-party's tangible property, but only to the extent caused by the Indemnitor's negligence or willful misconduct or omissions. If the injury or damages is caused by the Parties' joint or contributory negligence, the loss and expenses shall be borne by each Party in proportion to its degree of fault. No part of the Customer's sites is considered third-party property for purposes of this indemnity. Indemnitee shall provide Indemnitor with prompt written notice of any third-party claims covered by this Section 9. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admissions that might be prejudicial to the Indemnitor and shall not enter in a settlement without the express permission of the Indemnitor.

10. **INSURANCE.** If during the term of the Agreement, Draeger may need access to Customer's premises to perform Service or for other reasons, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate with financially sound and reputable insurers. Upon Draeger's request, Customer shall provide Draeger with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Draeger as an additional insured. Customer shall provide Draeger with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Draeger's insurers and Draeger.

11. **LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR THEIR AFFILIATES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR LOST STORED, TRANSMITTED OR RECORDED DATA OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WITH RESPECT TO ANY MATTERS RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. DRAEGER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY DRAEGER FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.**

12. **PATENT, TRADEMARK, AND OTHER INFRINGEMENT CLAIMS.** Draeger will, at its option and expense, defend any claim, suit, or proceeding brought against Customer alleging any Draeger manufactured Good violates any patent, trademark, or copyright; provided that Customer notifies Draeger in writing of the alleged claim within five (5) days, after Customer becomes aware of the allegation. Customer shall give Draeger information, assistance, and exclusive authority to fully control the defense and settlement of such claims. Draeger shall, at its own expense, defend and/or settle such claims, procure for Customer the right to use the Good, or remove or modify them to avoid infringement. If none of these alternatives are available on terms reasonable to Draeger, then Customer shall return the Product to Draeger and Draeger shall refund to Customer the purchase price paid by Customer, less reasonable depreciation for Customer's use of the Product. This indemnity shall not apply if Customer modifies or combines, operates or uses the Good with any product, data, software, apparatus, or program not provided by Draeger and Customer shall indemnify and hold Draeger harmless against any liability or expense, including reasonable attorneys' fees, incurred by Draeger in connection therewith.

13. **RIGHTS IN SOFTWARE, DOCUMENTATION, AND INTELLECTUAL PROPERTY.** To the extent software, data or other documentation or information (collectively, "Software") is embedded in or delivered with any Goods sold under this Agreement, the sale of such Goods shall not constitute the transfer of the ownership rights in such Software. The Software shall remain Draeger's property and Draeger grants to Customer a non-exclusive, non-transferable license solely to use the Software for the purpose, and in the manner, for which the Product Software was designed and produced and shall not modify, reverse engineer, or create derivative works based on any of the Software, or permit any third-party to do so. In addition, to the extent any third-party software is included in the Software, Customer will comply with any third-party software license terms provided by Draeger to Customer. Software that is provided separately to Customer as a Product is not included under this Section 13, but is governed by a separate license agreement, and may be subject to a licensing fee.

14. **DATA PROTECTION.** The Parties agree to comply with any privacy and data protection laws, including without limitation the General Data Protection Regulation (GDPR), to the extent relevant to the exchange of data between the Parties or storage or exchange of data in connection with Product provided hereunder.

15. **TERMINATION.** In addition to any remedies that may be provided under these terms and conditions, Draeger may terminate this Agreement or any part thereof with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days

after Customer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of this Agreement, in whole or in part; (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) undergoes a change of control or ownership. Provisions of this Agreement which by their nature should apply beyond its termination or expiration will remain in force after any termination or expiration of this Agreement.

14. **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Draeger, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Draeger to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Draeger in writing. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third-party.

16. **OTHER TERMS.**

(a) **Compliance with Laws.** Customer shall comply with all applicable laws and regulations, including, but not limited to, any laws and regulations relating to the import, export, or re-export of any Product or associated technical data.

(b) **Benefit and Assignment.** Neither Party may assign, subcontract, or delegate any rights or obligations under this Agreement unless stated in the Agreement, without the prior written consent of the other Party. Draeger may assign any of its rights and obligations under this Agreement to one of its affiliates without notice to, or consent of, Customer. This Agreement shall inure to and be binding on the Parties and their respective successors, permitted assigns, and legal representatives.

(c) **Modification.** This Agreement may not be changed, modified, or amended, except in writing signed by duly authorized representatives of the Parties.

(d) **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of law provisions. The Parties hereto hereby agree that the application of the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and is expressly excluded. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be brought before a court of competent jurisdiction located in the Commonwealth of Pennsylvania. The Parties irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. **EACH PARTY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.**

(e) **Integration and Survival.** This Agreement together with any attachments or other documents expressly incorporated by reference herein, constitute the entire agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings, and communications between the Parties with respect to the Product. The terms of this Agreement that by their nature are intended to survive its expiration will continue in full force and effect after its expiration.

(f) **Severability; Headings.** No provision of this Agreement, which may be deemed unenforceable, will in any way invalidate any other portion or provision of this Agreement. Section headings are for reference only and will have no substantive effect.

(g) **Waiver.** No waiver of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the Parties. No failure and no delay in exercising, on the part of any Party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

(h) **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(i) **Injunction.** Customer agrees that the remedies at law may be inadequate to protect Draeger against any actual or threatened breach of Sections 12 and 14 of this Agreement, and, without prejudice to any other rights and remedies otherwise available, Draeger will be entitled to seek injunctive relief.

(j) **Limitation of Actions.** Any action against Draeger arising out of this Agreement shall be commenced within one (1) year from the date such cause of action has accrued, otherwise the same shall be barred.

(k) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(l) **Notices.** Notices shall be in writing and shall be deemed served upon receipt and shall be delivered in person or by nationally recognized courier or certified mail to Draeger, Inc. 3135 Quarry Road, Telford, PA 18969, Attention CEO with a copy to the same address to the Attention of General Counsel (such copy shall not constitute service or process).

ES PAD REQUIREMENTS ACKNOWLEDGEMENT FORM

FIRE TRAINING SYSTEM

Regarding site-preparation for a Dräger Fire Training System, the customer is responsible for all site-work requirements and/or costs for the system. The customer is responsible for compliance with local building requirements regarding permits, inspections, approvals, and any costs associated with the aforementioned. Site-specific engineering drawings and/or certifications and local-stamped drawings are *not* included in the price. Concrete footing and/or pad design and installation costs and/or associated paving costs are *not* included in the proposal and are the responsibility of the customer.

Dräger will provide a point-load drawing with every pre-sales package. The point-loads shown are based on container tare weights, with allowances made for ancillary structures. No wind-loads or soil analysis are taken in to consideration for these loads. The drawing displays the minimum load of the Dräger Fire Training System. It will be necessary to source an engineer that will provide the site-preparation and foundation drawings to properly support the structure(s).

PLEASE NOTE : Pad must be true-level to ensure stairs land at the required height of the pad.

Submitted by :	Phone No. :
Customer Signature	Email :
Date :	Customer Title :

CUSTOMER INITIALS (to be initialed when document exceeds a single page) _____

Use of this document / contents is forbidden without express authority. All rights reserved. Refer to protection notice ISO 16016. Printed copies are uncontrolled and for reference purposes only. ◆

Change Log

Change notes
Rev 00: Initial Release – New Document
Rev 01: Added note regarding height of pad

Status	rev. ind.	effective date	number	Publisher	page/of
Effective	01	01/14/19	DIH OG3020 A05	Dräger Inc.	1/1

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Dräger, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3135 Quarry Rd	Requester's name and address (optional)
6 City, state, and ZIP code Telford, PA 18969-1042	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
or											
Employer identification number											
2	3		1	6	9	9	0	9	6		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>Jan 7 / 2022</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CHABOT – LAS POSITAS COMMUNITY COLLEGE DISTRICT

Vendor Profile Application

Please type or print.

If you have any questions regarding this form or the application process, please contact the Purchasing Division at (925) 485-5233

Part A: Business Questionnaire		Date: 10/10/2022
1. Vendor Name: Draeger, Inc.		
2. Primary Contact:		
Name <u>Matt Luchetta</u>	Title <u>Regional Sales Manager</u>	
Phone (<u>626</u>) <u>614-7975</u> - Ext. _____	Fax (<u> </u>) _____ - _____	
E-mail Address <u>matt.luchetta@draeger.com</u>		
3. Vendor Category	4. Type of Business:	
<input type="checkbox"/> Disabled Veteran <input type="checkbox"/> Minority Owned <input type="checkbox"/> Small Business <input type="checkbox"/> Women Owned	a. <input type="checkbox"/> Sole Proprietor (S) <input type="checkbox"/> Joint Venture (J) <input type="checkbox"/> Partnership (P) <input type="checkbox"/> Independent Contractor <input checked="" type="checkbox"/> Corporation (C), State where firm is incorporated _____	
	b. Is it a Non-Profit Organization? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes provide Tax-Exempt Form	
	c. Business Start/Incorporation Date <u>05</u> / <u>31</u> / <u>1968</u>	
5. Type of Business: Check the one which best describes your company:		
<input type="checkbox"/> Broker <input checked="" type="checkbox"/> Manufacturer <input type="checkbox"/> Manufacturer's Rep	<input type="checkbox"/> Wholesaler	<input type="checkbox"/> Retailer
Service <input checked="" type="checkbox"/> Architect, Engineer, Construction	<input type="checkbox"/> Professional	<input type="checkbox"/> Other
(This information must be supplied. If not, the application will be returned):		
6. Federal ID Number <u>23</u> - <u>1699096</u> or Social Security Number _____ - _____		
7. Sales Tax Collection		
<input checked="" type="checkbox"/> Collect all Sale/Use Tax for Alameda County	<input type="checkbox"/> Collects Selected Taxes <input type="checkbox"/> Does not collect Sales Tax <input type="checkbox"/> Tax Exempt	
California Seller or Use Tax Permit Number <u>SR Y CH 103-127295</u>		

Do you supply recycled Products?

Yes

No

Part B: Address Questionnaire

1. General Mailing Address:

Address 3135 Quarry Road

City Telford

State PA Zip 18969 - 1042

Contact Name Cynthia Ayers

Title US Customer Success Specialist - Safety

Phone (215) 721 - 5400 Ext _____

Fax (_____) _____ - _____

2. Remittance Address:

Address PO Box 13369

City Newark

State NJ Zip 07101 - 3362

Contact Name Ryan Frehulfer

Title Accounting

Phone (215) 721 - 5400 Ext _____

Fax (215) 721 - 5410

Part C: Commodity and Service Codes

Type of commodities or services that your business provides

Fire Training systems and equipment

Part D: Completing and Returning Application

1. Name of Person Completing Form

Name Cathy Pearson

Title Proposal Manager

Phone (346) 802 - 6000 Ext _____

Fax (_____) _____ - _____

Signature Cathy Pearson

Date 10/10/2022

2. Return Completed Application to:

Purchasing Department
Chabot - Las Positas CCD
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568
Fax: (925) 485-5271

DO NOT COMPLETE - FOR INTERNAL USE ONLY

Received _____ / _____ / _____

Input _____ / _____ / _____

Vendor No. _____

Received _____ / _____ / _____

Input _____

New Updated