

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24-631

SAP Number

Department of Public Health

Department Contract Representative
Telephone Number

Samantha Padilla
(909) 677-3929

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Patterson Dental Supply
Georgia Fitkowksi
(909) 576-5644
July 9, 2024 through September 30, 2024
\$3,807
\$3,807
9300051000

Briefly describe the general nature of the contract:

Approve Contract (Service Quote No. 310024154) with Patterson Dental Supply, Incorporated, including non-standard terms, for the provision of relocating existing dental furniture, equipment, and cabinetry, in the amount-not-to-exceed \$3,807, for the period of July 9, 2024 through September 30, 2024.

FOR COUNTY USE ONLY

Approved as to Legal Form

Adam Ebright, Deputy County Counsel

Date 06/27/2024

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Joshua Dugas, Public Health Director

Date 06/27/2024



Miguel Cisneros
SAN BERNARDINO DEPT OF PUBLIC
606 E Mill St
First Floor

Service Quotation 310024154

PO

Entered by George Fitkowski

Valid From : May 10, 2023

Valid To : November 10, 2023

Dear Customer:

Thank you for choosing Patterson for the work you have requested.

Patterson Product	<u>Description</u>	Serial Number
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Labor/Parts Used

Patterson Product	Description	Qty	Unit	Unit Price	Total
200000803	DISCONNECT/RECONNECT FEE	1	EA	3500.00	3500.00

Sub Total: 3500.00

Tax: 306.25

Grand Total: 3806.25

Quotation Notes:

Disconnect and Reconnect 3 Pelton <(>&<)> Crane Dental Chairs. Moving 2 Central cabinets with I/O Xrays, 3 rear cabinets, Sterilization center with small equipment, and mechanical room. Waiver form and quote must be signed prior to schedule. Additional parts may be needed to reconnect equipment.

☐ I hereby authorize Patterson to perform the service described in the service quotation at the cited price.

☐ I decline to have Patterson perform the service described in the service quotation

Notes



The team at Patterson thanks you for your business and continued support. If you have any questions, comments, or concerns please call your local Patterson Office for assistance

SAN BERNARDINO COUNTY

A handwritten signature in blue ink that reads "Dawn Rowe".

Dawn Rowe, Chair, Board of Supervisors

Dated: JUL - 9 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

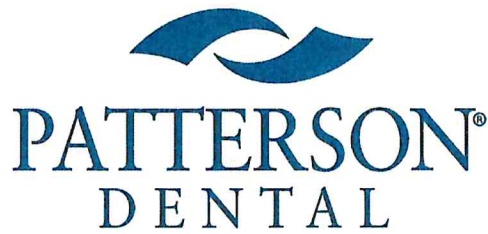
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By

A handwritten signature in blue ink, likely belonging to Lynna Monell, written over a horizontal line.

Deputy





WAIVER AND RELEASE OF LIABILITY

In consideration of receiving certain services ("Services") from Patterson Dental Supply, Inc. ("Patterson"), including without limitation the moving, detachment, re-attachment, installation and repairs of certain dental equipment, the undersigned, for itself, and on behalf its heirs, successors, assigns, agents, insurers, affiliates, parents, subsidiaries, attorneys and representatives, knowingly and voluntarily enters into this Waiver and Release of Liability (the "Waiver") and hereby waives any and all rights, claims, or causes of action of any kind whatsoever arising out of the Services. The undersigned hereby releases and forever discharges Patterson and Patterson's successors, assigns, insurers, affiliates, parents, subsidiaries, other related companies or entities, attorneys, and representatives, and each of its and their past and present employees, officers, directors, whether in their individual or official capacities, for any property damage, personal injury or economic loss that the undersigned may suffer as a result of the Services.

The undersigned is aware of the risk associated with Patterson's performing the Services, which may include physical injury, property damage and economic loss. The undersigned acknowledges that they have carefully read this Waiver and fully understands that it is a release of liability.

The undersigned agrees to indemnify and hold harmless Patterson from any and all claims, demands, obligations, actions, causes of action, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities, of whatever kind in nature in law, equity or otherwise, whether known or unknown (collectively, the "Claims") brought by the undersigned or anyone on behalf of the undersigned, relating to the Services. If Patterson incurs any of these types of Claims, the undersigned agrees to reimburse Patterson.

The undersigned agrees that Patterson shall not be held responsible and will have no liability for damage to equipment or facilities which occurs as a result of Patterson's performance of the Services, except for damages occurring from Patterson's gross negligence or willful misconduct.

This Waiver was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. The undersigned agrees that this Waiver is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Waiver, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Waiver shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Waiver shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Waiver to be invalid or unenforceable, but that by limiting said provision it would be come valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

The undersigned certifies that it has read this Waiver, that it fully understands its content and that this Waiver cannot be modified orally. The undersigned is aware that this Waiver is a release of liability and a contract and that the undersigned is signing it of the undersigned's own free will.

(Signature)

JUL - 9 2024

(Date)

Dawn Rowe, Chair, Board of Supervisors

(Print Name)