

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065
 FAX: (916) 568-3145

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

PURCHASE ORDER NO 0001068350

Date	Revision	Page
08/23/2012		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
758433 HENDRICKS POONV	04CYPH210 EDC-GEOCR	

Vendor: 0000001795
 ESRI INC
 380 NEW YORK ST
 REDLANDS CA 92373

email:

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

Bill To: 1919 Spanos Court
 Sacramento CA 95825-3981
 United States

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	10 #117854 ARCGIS FOR DESKTOP LAB PAK MAINTENANCE 6/1/08 - 2/28/13	1.00	EA	1,661.22	1,661.22	09/02/2012
2- 1	1010 #117854 ARCGIS FOR DESKTOP LAB PAK MAINTENANCE 3/1/09 - 2/28/13	1.00	EA	1,400.00	1,400.00	09/02/2012

QUOTE # 25524007 DATED 4/26/12

Sub Total Amount
 Sales Tax Amount
 Total PO Amount

3,061.22
217.24
3,278.46

2012 AUG 24 P 2:36

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4303	12	FL.VI.VTEA	22061	00000	316C	3,298.46	2013

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 (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

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

[Handwritten Signature]
 08/23/12

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods 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.

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all **claims**, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE 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.
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 those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Los Rios Community College District

Requisition

Page 1 of 1

Req. No. 758433
P.O. NO.

Vendor Code	DATE 8/8/12	VENDOR ESRI, Inc	ADDRESS 350 New York Street	CITY Redlands	STATE CA	ZIP 92373-3100
Approved	PHONE 909-793-2853	FAX 909-793-4801	DELIVERY INSTRUCTIONS 04 Cyph 210 Location Code FLC Department GIS College/District Location Inst+Tech Division _____ Date Required 8/25/12			
Terms	*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
F.O.B.	Program Goal/Objective Number/Explanation					

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	<i>(Cancel) 10 117854</i>				
2	<i>ARC GIS for Desktop Lab Pack Maintenance</i>	1		1,661.22	1,661.22
3	<i>(Cancel) 1010 117854</i>				
4	<i>ARC GIS for Desktop Lab Pack Maintenance</i>	1		1,400.-	1,400.-
5					
6					
7					
8					
9					
10	<i>Please refer to Quote # 25524007</i>				
11					
12	<i>For order to 909-793-4801</i>			<i>Sub</i>	3,061.22
13				<i>7.75%</i>	237.24
Purchases Charged to Categorical Programs, Grants or Special Projects				<i>11.8%</i>	118.68
This purchase is in compliance with the requirements of <u>VTEA</u>					
Program Director/Coordinator Signature <i>[Signature]</i>				Project/Grant Number <u>316C</u>	
Program Goal/Objective Number/Explanation				Total	3,179.84
				3298.46	

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: <i>[Signature]</i>	TYPED/PRINT	DATE: 8/8/12
REQUESTED BY: <i>[Signature]</i>	SIGNATURE	DATE: 8/8/12
AUTHORIZED: <i>[Signature]</i>	DEAN OR AUTHORIZED SIGNATURE	DATE: 8/13/12
APPROVED: <i>[Signature]</i>	VICE PRESIDENT, ADMINISTRATION	DATE: 8/13/12

Bus. Unit	Account* 4303	Fund 12	Org FL.VI.VTEA	Amount 3298.46
Program	Sub-Class	BY	Proj/Grnt	Amount 3,179.84
Bus. Unit	Account*	Fund	Org	Amount
Program	Sub-Class	BY	Proj/Grnt	Amount

* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code _____ Dept. _____

Building _____ Room No. _____

Instructions on Reverse

8/13 Failing B/W ; 8/17 Failed B/W ; 8/20 Cleared B/W - Sent to DO.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/2235
Fax #: 909-793-4801

Quotation

Date: 04/26/2012

Quotation Number: 25524007

FOLSOM LAKE COLLEGE
GEOSCIENCE DEPT
10 COLLEGE PKWY
FOLSOM CA 95630
Attn: Jason Pittman

Send Purchase Orders To:

Esri, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Tory Whitlock

Please include the following remittance address on your Purchase Order:

Esri, Inc.
File #54630
Los Angeles, CA 90074-4630

Customer Number: 364450

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	117854 ArcGIS for Desktop Basic (formerly ArcView) with Extensions Single Use Educational Teaching Lab Pak Maintenance Start Date: 06/01/2008 End Date: 02/28/2013	1,661.22	1,661.22
1010	1	117854 ArcGIS for Desktop Basic (formerly ArcView) with Extensions Single Use Educational Teaching Lab Pak Maintenance Start Date: 03/01/2009 End Date: 02/28/2013	1,400.00	1,400.00
			Subtotal	3,061.22
			Estimated Taxes	118.62
			Total	\$ 3,179.84

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

This quotation is valid for 90 days and is subject to your Esri License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Tory Whitlock

Ext: 2235

[WHITLOCKT]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



Esri Inc
380 New York Street
Redlands CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 04/26/2012
TO: Jason Pittman
ORGANIZATION: FOLSOM LAKE COLLEGE
GEOSCIENCE DEPT
FAX #: **PHONE #:** 916-608-6668
FROM: Tory Whitlock
FAX #: 909-793-4801 **PHONE #:** 909-793-2853 Ext. 2235
EMAIL: twhitlock@esri.com

Number of pages transmitted
(including this cover sheet): 3

QUOTATION #25524007
DOCUMENT DATE: 04/26/2012

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details regarding the maintenance program benefits for your licensing, please visit <http://www.esri.com/maintenancebenefits>.

Customers who have multiple copies of some Esri products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about Esri Desktop, Developer software, or Web services terms of use, as well as purchase order terms and conditions, please visit <http://www.esri.com/legal/licensing/software-license.html>.

Do you need training? You can get affordable Esri software training for your entire organization with a subscription to Esri Virtual Campus. To find out how, visit the campus: <http://campus.esri.com/campus/catalog/subscriptions>

For details about ECP discounts and waivers for non-profit users please visit <http://www.conservationgis.org/grant>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 Option 5.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/2235
Fax #: 909-793-4801

Quotation

Page 2

Date: 04/26/2012

Quotation No: 25524007

Customer No: 364450

Item Qty Material#

Unit Price

Extended Price

BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or Esri's standard terms and conditions at www.esri.com/legal.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

Signature of Authorized Representative

Date

Name (Please Print)


Title

[WHITLOCKT]

Hendricks, Theresa

From: Tory Whitlock <TWhitlock@esri.com>
Sent: Wednesday, August 08, 2012 1:30 PM
To: Hendricks, Theresa
Subject: RE: FOLSOM LAKE COLLEGE - 0025524007

Hi Theresa,

 Yes this quote will still be honored. There will be no shipping on this order because it is just software maintenance. The updates are shipped throughout the year when they are available.

Thanks,

Tory Whitlock | Customer Service Representative Esri Customer Service | 380 New York St. | Redlands, CA 92373 | USA T 888-377-4575, ext. 2235 | F 909-307-3083 twhitlock@esri.com | esri.com

-----Original Message-----

From: Hendricks, Theresa [<mailto:hendrit@flc.losrios.edu>]
Sent: Wednesday, August 08, 2012 12:51 PM
To: Tory Whitlock
Cc: Pittman, Jason
Subject: FW: FOLSOM LAKE COLLEGE - 0025524007
Importance: High

Hello :

I have been forwarded this quote and when I reviewed it before submitting to Business Services I noticed the date of 4/26/2012 with a 90 day exp limit, which is now passed.

Will this quote be honored? and if not - please issue me a new quote asap as we are trying to complete this purchase before the start of the Fall '12 semester.

Also - I need to verify this is all electronic and no shipping/handling is charged. If there is - please also include it in a revised quote.

Thank you.

T Hendricks
Folsom Lake College
Lab Tech - Sciences
916.608.6776

From: Tory Whitlock [twhitlock@esri.com]

Sent: Thursday, April 26, 2012 3:32 PM
To: Pittman, Jason
Subject: FOLSOM LAKE COLLEGE - 0025524007

RE: QUOTATION # 25524007 Enclosed

Prepared for:
Jason Pittman
Customer Number 364450
FOLSOM LAKE COLLEGE
GEOSCIENCE DEPT
Phone # 916-608-6668

Hi Jason Pittman,

ESRI would like to thank you for selecting our technology and allowing us the opportunity to provide your organization with quality products and services.

Keeping your maintenance current helps you stay up-to-date with the rapid advancements in GIS technology, and provides you with tools that enable you to be more successful while using ESRI software. For details about the maintenance program benefits for your licensing, please visit <http://gis.esri.com/software/maintenance/qualifying.cfm>

Sincerely,

Tory Whitlock
Esri Inc
Phone # 909-793-2853 ext. 2235
Fax # 909-793-4801
Email: twhitlock@esri.com

PS: To download the latest PDF reader use this link:
<http://www.adobe.com/products/acrobat/readermain.html>

Hendricks, Theresa

From: Pittman, Jason
Sent: Wednesday, August 08, 2012 10:45 AM
To: Van Horn, Stuart
Cc: Hendricks, Theresa; Dowell, Zachary; Vidic, Natasha
Subject: FW: FOLSOM LAKE COLLEGE - 0025524007
Attachments: Esri_QUOTATION_25524007.PDF

Importance: High

Hi Stu,

Attached is the quote from ESRI to update our GIS software. It includes the software as well as their latest instructional lab kit. Cost is \$3,195.00.

If possible I would like to go forward with this purchase so we can get the software installed in time for the fall term. Zack and I intend to meet with you soon to discuss funding for the ROV project.

I believe Tess can handle the PO if we have sufficient funds from VTEA.

Thanks for all your help,

-Jason

From: Tory Whitlock [twhitlock@esri.com]
Sent: Thursday, April 26, 2012 3:32 PM
To: Pittman, Jason
Subject: FOLSOM LAKE COLLEGE - 0025524007

RE: QUOTATION # 25524007 Enclosed

Prepared for:
Jason Pittman
Customer Number 364450
FOLSOM LAKE COLLEGE
GEOSCIENCE DEPT
Phone # 916-608-6668

Hi Jason Pittman,

ESRI would like to thank you for selecting our technology and allowing us the opportunity to provide your organization with quality products and services.

Keeping your maintenance current helps you stay up-to-date with the rapid advancements in GIS technology, and provides you with tools that enable you to be more successful while using ESRI software. For details about the maintenance program benefits for your licensing, please visit <http://gis.esri.com/software/maintenance/qualifying.cfm>

Sincerely,