

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO

0001070318

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

Date	Revision	Page
02/06/2013		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
760412 HENDRICKS POONV	04CYPH210 IT	

Vendor: 0000033611
LDP LLC
220 BROAD STREET
CARLSTADT NJ 07072

Phone: (201) 882-0344
Fax: (201) 882-0326

email: SALES@MAXMAX.COM

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

Tax Exempt?	N	Use Tax Applicable: Y	Quantity	UOM	PO Price	Extended Amt	Due Date
Line-Sch		Item/Description					
1-	1	CAMERA : CANON XNITE CANON SX230DVI POWER SHOT SX230 12.1 MEGAPIXEL VEGETATION STRESS	1.00	EA	775.00	775.00	02/12/2013
2-	1	MEMORY CARD : CANON XNITE CANON SX230FW POWER SHOT SX230 FIRMWARE UPGRADE WITH INTERVAL RECORDING & RAW ON 2GB	1.00	EA	125.00	125.00	02/12/2013
3-	1	SHIPPING	1.00	EA	15.35	15.35	02/12/2013
4-	1	HANDLING	1.00	EA	2.00	2.00	02/12/2013

EMAIL QUOTE FROM STEPHANIE VILLPOTO DATED 1/4/13

FAX PURCHASE ORDER
FAX NO. : 201-882-0326

Sub Total Amount
Sales Tax Amount
Total PO Amount

917.35
0.00
917.35

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GMFD	6490	12	FL.VI.VTEA	07020	00000	316C	917.35	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]
02/06/13

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

Page 1 of 1

Requisition F.L.C BUSINESS SERVICES

Req. No. 760412
P.O. NO.

VendorCode _____ DATE 1/4/13
 Approved _____ VENDOR Maxmax.com 2013 JAN 18 P 1:10
 Terms _____ ADDRESS 220 Broad Street
 F.O.B. _____ CITY Carlsbad STATE NJ ZIP 07070
 PHONE 201-882-0344 FAX 201-882-0326

DELIVERY INSTRUCTIONS

04 Cyp H 210
Location Code

College/District Location FLC Department G15
 Division Inst+Tech Date Required 1/31/13

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES <small>*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.</small>	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	X Nike Canon SX230 NOV1 - vegetation spray	1	ea	775. ⁰⁰	775. ⁰⁰
2	Camera functionality				
3	X Nike Canon SX230 FW - powershot	1	ea	125.-	125.-
4	Firm Ware Upgrade				
5					
6					
7					
8					
9					
10				Sub	900.00
11	Please fax this to				
12	201-882-0326 yg!			Hand	2.00 TX
13			UPS	S/HIP	15.35 TX

Purchases Charged to Categorical Programs, Grants or Special Projects
 This purchase is in compliance with the requirements of VTEA
 Program Name 316C
 Program Director/Coordinator Signature _____ For grants/special projects _____ Project/Grant Number _____
 Sales Tax ~~72.00~~
 Total 990.74

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: Theresa D. Vendricks TYPED/PRINT _____ DATE 1/14/13
 REQUESTED BY: [Signature] SIGNATURE _____ DATE 1/14/13
 AUTHORIZED: [Signature] DEAN OR AUTHORIZED SIGNATURE _____ DATE 1/16/13
 APPROVED: [Signature] VICEPRESIDENT, ADMINISTRATION _____ DATE 1/18/13

GENFD / 6490 / 12 / FL.V. VTEA ~~990.74~~

Bus. Unit	Account*	Fund	Org	Amount
0700	00000	2013	316C	\$ 990.74
Program	Sub-Class	BY	Proj/Gmt	Amount
GENFD	430A	R	FL.V. VTEA	
Bus. Unit	Account*	Fund	Org	Amount
0700	00000	2013	316C	\$

* 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

LOS RIOS COMMUNITY COLLEGE DISTRICT
Sole Source Purchase Justification

Vendor: Maxmax.com Requisition No: 760412
Commodity/Service: Spec. Camera & Firmware
Estimated annual expenditure for the above commodity or service: \$: 989.35

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

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

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

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

 AUTHORIZED SIGNATURE 11/14/13 DATE

SOLE SOURCE AUTHORIZATION:
(PURCHASING USE ONLY)

APPROVED

DISAPPROVED

By: _____ Date: _____ Guidelines Div. #: _____

RE REQ 760412

Vendor Maxmax.com

This vendor does take purchase orders with a \$300 min – which we have surpassed.

This camera has been modified by the vendor with a Vegetation Stress function – which includes NIR / Infrared. The camera specification and specialty modifications showing its functions are also included in this packet.

Attached is the Sole Source Purchase justification document and all email correspondence with the vendor – which includes their sole source statement and also information on using a PO.

To: Hendricks, Theresa
Subject: RE: Purchase Orders from Community Colleges?

Mrs. Hendricks,

XNiteCanonSX230NDVI	XNiteCanonSX230NDVI: Canon PowerShotSX230 12.1 MegaPixel Vegetation Stress Camera Functionality -	\$775.00	1	\$775.00
XNiteCanonSX230FW	XNiteCanonSX230FW: Canon PowerShot SX230 Firmware Upgrade with Interval Recording & RAW on 2GB Memory Card -	\$125.00	1	\$125.00

Subtotal: \$900.00

UPS Standard Ground: \$15.35

Handling: \$2.00

Total Order: \$917.35

S/H <

> save 8%
= 72.00

Regards,

Stephanie Villpoto
220 Broad Street
Carlstadt, NJ 07072
USA
001-201-882-0344 Voice
001-201-882-0326 Fax

From: Hendricks, Theresa [mailto:hendrit@fcl.losrios.edu]
Sent: Friday, January 04, 2013 2:50 PM
To: 'Admin'
Subject: RE: Purchase Orders from Community Colleges?

Thank you for the very quick reply!
Prof Pittman has selected the Canon SX320 NCVI and will also be requesting the firmware upgrade.

With classes not beginning until Jan 22 – the cheapest shipping the better ☺

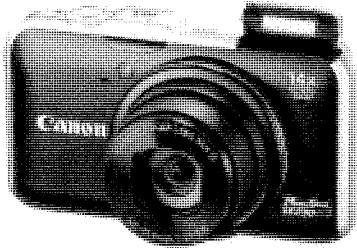
I will need to know what the total is, with shipping to put the requisition in – with luck today, before close of business.

Thank you.

T Hendricks

From: Admin [mailto:admin@maxmax.com]
Sent: Friday, January 04, 2013 6:12 AM
To: Hendricks, Theresa
Subject: RE: Purchase Orders from Community Colleges?

Model: XNiteCanonSX230NDVI 12.1 Megapixel Point & Shoot Lightweight 3-Band Vegetation Stress Camera with GPS



Key Features

- Remote Sensing
- Can be used as a Chlorophyll Meter or
- Plant stress and health
- Fertilizer Optimization
- Nitrogen Management Solutions
- Insect and pest plant diagnostics
- Plant disease diagnosis
- Camouflage detection
- Forrest Analysis
- Plant Identification
- Easy to Use
- Small, lightweight suitable for UAV's.
- Optional firmware upgrade allows features such as timed interval shutter control
- SX230NDVI has a built in GPS for geotagging pictures automatically

What is this?

The NDVI cameras are a tool to evaluate plant stress.

How does it work?

The camera has been modified so that it captures both visible light and infrared light in different color channels. Healthy plants reflect green light and infrared light while absorbing blue and red light. When plants are not healthy, this relationship changes. By looking at the mathematical relationship between the visible light and infrared light, we can gauge the health of a plant.

How do I use the camera?

You take a picture preferably in overhead sunlight between 10:00 AM and 2:00 PM. You copy or transfer the image to a computer and process the image with free scientific software, [ImageJ](#), using a special macro which we provide free of charge. ImageJ is headed by the National Institute of Health, and exists for PC's, Mac's and Linux computers. The macro analyzes each pixel looking at its visible and infrared properties and creates a new image showing you the healthy and stressed areas.

Can I do this in the field?

If you have a laptop with wireless capability, you can use a wireless SD storage card such as the [Wi-Fi](#) to wirelessly and automatically transfer the image from the camera to the laptop. Then you can process the image with [ImageJ](#) to instantly generate a stress picture. We recommend that you keep the picture size small or medium so that you can quickly process the picture. You could also transfer the image by taking storage card out of the camera and manually transferring the image to the laptop.

Is it hard to use?

Not particularly. You need to take a picture, transfer the image to a computer and then process the image. The hardest part is the initial process of installing the software and figuring out how you want to transfer the image from the camera to the computer.

You need to download the correct version of ImageJ to your computer and copy our custom scripts to the ImageJ macro subdirectory.

If you are going to transfer the image wirelessly, then you need to install and configure the wireless software.

The macros that we provide have a few parameters that you may want to adjust to get optimum results for your situation. Typically, once you find the optimum parameter values, you won't need to change them. The values can be set by opening the supplied macros in a text editor and changing them.

Hendricks, Theresa

From: Dan Llewellyn <dllewellyn@maxmax.com>
Sent: Tuesday, January 08, 2013 7:04 AM
To: Hendricks, Theresa
Subject: Re: Purchase Orders from Community Colleges?

Correct - we are the only people that make this camera. You can't buy it anywhere else other than companies that buy the camera from us and integrate into their systems.

Regards,

Dan Llewellyn
President
LDP LLC
<http://www.MaxMax.com>
220 Broad Street
Carlstadt, NJ 07072
USA

001-201-882-0344 Voice
001-201-882-0326 Fax

On Jan 4, 2013, at 7:45 PM, "Hendricks, Theresa" <hendrit@flc.losrios.edu> wrote:

Hello, again.

Due to the cost – I am required to obtain 3 alternate vendor sources for this item.

Since I am still unable to find this camera anywhere else – I am led to believe you are the sole source vendor for this technically specific modified camera.

I need written verification (email is fine) that your company is the sole source vendor for this particular camera with all its specifications listed in the Key features section.

Thank you.

T Hendricks

From: Hendricks, Theresa
Sent: Friday, January 04, 2013 1:09 PM
To: 'Admin'
Subject: RE: Purchase Orders from Community Colleges?

Thank you!
This will be submitted to the Dean before close of business.
Our Business Services Office typically takes 2-4 weeks to process.

T Hendricks.

From: Admin [<mailto:admin@maxmax.com>]
Sent: Friday, January 04, 2013 1:07 PM

Mrs. Hendricks,

Can you please confirm with Mr. Pittman as to which camera he is referring that he discussed with Mr. Llewellyn.

We do accept Purchase Orders in the amount of \$300.00 or more.

Also we ship all our orders through UPS, please tell me weather you would like Ground, 3 Day, 2 Day, or Next Day shipping option.

Our fax number is; 201-882-0326

Regards,

Stephanie Villpoto
220 Broad Street
Carlstadt, NJ 07072
USA
001-201-882-0344 Voice
001-201-882-0326 Fax

From: Hendricks, Theresa [<mailto:hendrit@flc.losrios.edu>]
Sent: Thursday, January 03, 2013 8:54 PM
To: 'sales@maxmax.com'
Subject: Purchase Orders from Community Colleges?

Hello –

My GIS dept. chair Jason Pittman had recently contacted David Llewellyn regarding a camera and firmware (upgrade)
He has made his selection and now I am tasked with ordering.

Our District Business Office prefers to use Purchase Orders.

Do you accept them? If yes then:
Are there any restrictions? I.e. min \$\$ amount?
What is the physical address of the company?
Fax #?
Shipping cost to 95630?

Thank you.

T Hendricks
916.608.6776
Folsom Lake College
Folsom CA 95630