## LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

## PURCHASE ORDER NO

Revision

0001071527

Page

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS

AND CONDITIONS.	Date	Revision	Faye
	06/19/2013	1 - 06/25/2013	1
	Payment Ter	ms Freight Terms	Ship Via
	NET 30	Shipping Point	Best Metho
	Reference:		Location / Dept
	0001005285 J	Jeff Lewis POONV	04CYPH129 IT
Vendor: 0000024305 US BANK P. O. BOX 6343 FARGO ND 58125-6343 Phone: (800) 344-5696	Ship To:	FOLSOM LAKE COLLEC RECEIVING 10 COLLEGE PARKWA FOLSOM CA 95630 United States	
email: DO NOT SEND TO VENDOR	Bill To:	1919 Spanos Court Sacramento CA 95825-3 United States	981

Date

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Upgrade from version 6.x ENTERPRISE to v7 ENTERPRISE edition with support/maintenance contract (1 year) - v7	1.00 EA	229.00	229.00	06/28/2013

REQUEST ONLINE ORDER BY CREDIT CARD PREPAY

ORDER # 18591329 DATED 6/25/13

NO TAX AS DOWNLOAD ONLY

VENDOR : http://www.woodstone.nu/salive

Sub Total Amount Sales Tax Amount **Total PO Amount** 

229.00
0.00
229.00

<u>BU</u>	Acct	<u>Fd</u>	Org	Prog	<u>Sub</u>	<u>Proj</u>	Amount	<u>BYear</u>
GENFD	4503	11	FL.VA.ITSV	67800	00000	041A	229.00	2013

0001005285KIRKLINK20-MAY-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 ature

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.

#### LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College <u>PURCHASE ORDER TERMS AND CONDITIONS</u>

- 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.
- TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
   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.
- NOTICE: Your employees <u>may</u> 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 <u>may</u> 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.

# Requisition

Vendor:	US BANK	Business Unit:	GENFD	OPEN
	P. O. BOX 6343	Req ID:	Date	Page
	FARGO ND 58125-6343	0001005285	05/17/2013	1
	United States	Requester		Bldg#
<u> </u>		Jeff Lewis		IT
Ship To:	RECEIVING 10 COLLEGE PARKWAY	Requester Signature		
	FOLSOM CA 95630	Buyer: Vivian	Poon	
		Approved:		
Line-Schd	Description	Quantity LIOM	Price E	vtondod Amt Duo Doto
Line-Schu 1-1	Description Upgrade from version 6.x ENTERPRISE	Quantity UOM		xtended Amt Due Date 229.00 05/31/2013
1-1	to v7 ENTERPRISE edition with support/maintenance contract (1 year) - v7	1.0000 EA	229.00	229.0003/31/2013
		Total Requisition Amount	<u> </u>	229.00

REQUEST ONLINE ORDER PLACEMENT FROM VENDOR WEBSITE http://www.woodstone.nu/salive. CREDIT CARD PREPAY. NO TAX AS DOWNLOAD ONLY.

<u>BU</u>	Acct	Fd	<u>Org</u>	Prog	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	4503	11	FL.VA.ITSV	67800	00000	041A	229.00

Approval Signature	Approval Signature	Approval Signature

## Lewis, Jeff

From:Cosentino, JamesSent:Tuesday, February 19, 2013 12:45 PMTo:Lewis, JeffSubject:Servers Alive

Jeff,

We need to upgrade our Servers Alive software and purchase yearly maintenance. The purchase can be done via a VISA as follows:

- 1) Go to <a href="http://www.woodstone.nu/salive">http://www.woodstone.nu/salive</a>
- 2) Click on Buy Now.
- 3) Click on Buy Online.
- 4) Change pricing to 'view pricing in USD'.
- 5) Under the Upgrades section, add quantity of one (1) for 'Upgrade from version 6.x ENTERPRISE to v7.0 ENTERPRISE edition.
- 6) Click the checkbox underneath 'with support/maintenance contract (1 year). Shown below.
- 7) Check out and complete the purchase.

### view pricing in EURO

	Quantity	Description	Unit Cost	Total
Full V	/ersion			
		Servers Alive v7.0 ENTERPRISE edition		
	0	with support/maintenance contract (1 year)	USD 419 USD 539	
\$	0	Servers Alive v7.0 STANDARD edition with support/maintenance contract (1 year)	USD 279 USD 397	
		Add 📀 Backup CD	USD 15	
Supp	ort contract			
	0	Support and maintenance contract for Servers Alive v7	USD 119	
\$	tional Agents	Remote Agent for Servers Alive	USD 35 *	
Upgr				
•	0	Upgrade from version 7.0 STANDARD edition to v7.0 ENTERPRISE edition	USD 166	
•	1 💼	Upgrade from version 6.x ENTERPRISE to v7.0 ENTERPRISE edition with support/maintenance contract (1 year)	USD 110 USD 229	229
•	0	Upgrade from version 6.x STANDARD to v7.0 ENTERPRISE edition with support/maintenance contract (1 year)	USD 194 USD 313	
¢	0	Upgrade from version 6.x STANDARD to v7.0 STANDARD edition with support/maintenance contract (1 year)	USD 110 USD 229	
\$	0	Upgrade from version prior to v6.x to v7.0 ENTERPRISE edition with support/maintenance contract (1 year)	USD 306 USD 425	
\$	0	Upgrade from version prior to v6.x to v7.0 STANDARD edition with support/maintenance contract (1 year)	USD 194 USD 313	
			Grand Total	229

### Jim

James Cosentino IT Analyst, IT Services Department Folsom Lake College <u>cosentj@flc.losrios.edu</u> (916) 608-6601



Show price in: USD - United States Dollar

Ordered Products/Serv	vices				
Product/Service name		Delivery	Quantity	Unit price*	Value
Upgrade from version 6.x ENT ENTERPRISE edition with supp contract (1 year) - v7		Electronic	1	229.00 USD	
The billing currency is USD	(\$)		Total price	e: 229.00	USD
Discount coupon:					
* VAT may apply to EU order before the order is transmitte		usive of applic	cable taxes w	ill be displa	yed
Billing Information					
Fields marked with * are requi data! ( <u>Help</u> )	ired. To avoid delays	and cancellation	ons, please d	ouble-check	the
First name*:	Jeff				
Last name*:	Lewis				
Address*:	10 College Pa	rkway			
City*:	Folsom				
Zip or postal code*:	95630				
Country*:	United States	s of America	2		
State or province*:	California		1		
	Check only	/ if you are a d	company		
Email*:	lewisj@flc.los	rios.edu			
Confirm email*:	lewisj@flc.los	rios.edu			
Payment Options					
Payment Options*:	Visa/MasterC	ard/Eurocard			
rayment options":	(Details)				

Page 1 of 2

VISA JCB WT Vice F Fax 0.10 PayPal 动宝

Your payment is securely processed by our partner, Avangate. Who is Avangate

McAfee SECURE	
TESTED DAILY 17-MAY	

Billing currency*:	illing currency*: USD - United States Dollar					
Additional Inform	nation					
	Upgrade from version 6.x ENTERPRISE to v7 ENTERPRISE edition with support/maintenance contract (1 year)					
	v6.x ENTERPRISE code*					
	L6-2-221EFFE-405FAECEE-13-374E2A8BA					
	Continue					
Avangate is the author contractual partner. Need assistance	rized vendor of the products you have added to your shopping cart and your					
Check out our <u>Custom</u> status and transaction	er Support for more information on online payment related issues, order s.					
	ease state the order number from your confirmation email as a reference. er any questions you might have on the ordering process.					
Hotline: (888) 247-1614 (USA/ +1 (650) 963-5701 (U +31 88 000 0008 (Intr (24/7 English phone si	ISA/Canada)					
Order proces	sed by <b>Avangate</b> , authorized vendor of Woodstone bvba products. <u>Privacy Policy</u>   <u>Legal notice</u>   <u>Terms and Conditions</u>					

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Lewis, Jeff
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From:Cosentino, JamesSent:Friday, May 17, 2013 5:41 PMTo:Lewis, JeffSubject:FW: 3rd RESEND as REQUESTED: Servers Alive version 6 registration codeSensitivity:Confidential

Jeff,

Below is the registration code and contact info.

Jim

-----Original Message-----From: Dirk [<u>mailto:dirk@woodstone.nu</u>] On Behalf Of <u>registration@woodstone.nu</u> Sent: Thursday, August 07, 2008 10:10 AM To: Lewis, Jeff; Cosentino, James Cc: Kristoff, Debra Subject: 3rd RESEND as REQUESTED: Servers Alive version 6 registration code Sensitivity: Confidential

Thank you for your registration of Servers Alive v6.1.

User Name : Jeff Lewis Company Name : Folsom Lake College Registration code : L6-2-221EFFE-405FAECEE-13-374E2A8BA4D1C7DE Email address : <u>lewisj@flc.losrios.edu</u>

You must copy and paste this information into the registration screen of Servers Alive v6.1 You can't change the name or the company name!

You're also entitled to 1 (one) year of email support. This years starts today and ends on August 1st 2009 All support question must be done using the given email address (<u>lewisj@flc.losrios.edu</u>) and must be send to <u>support@woodstone.nu</u> The latest version of Servers Alive can be download from <u>http://www.woodstone.nu/salive/download.html</u>

Mail generated by ServersAlive Registrator at Thursday, July 31, 2008 12:07:03 AM