LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PURCHASE ORDER NO

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Notice to delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room person 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. delay pay

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

Date Revision Page AND CONDITIONS. 11/25/2013 Ship Via Payment Terms Freight Terms Best Metho NET 30 Shipping Point Location / Dept **Reference:** 731029 BATTERSHELLM POONV 04ADMN Vendor: 0000024305 **US BANK** Ship To: FOLSOM LAKE COLLEGE P. O. BOX 6343 RECEIVING FARGO ND 58125-6343 **10 COLLEGE PARKWAY** FOLSOM CA 95630 Phone: (800) 344-5696 United States Bill To: email: 1919 Spanos Court Sacramento CA 95825-3981 **United States**

PURCHASE ORDER NO

Tax Exempt?	N				
Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date

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

0001074304

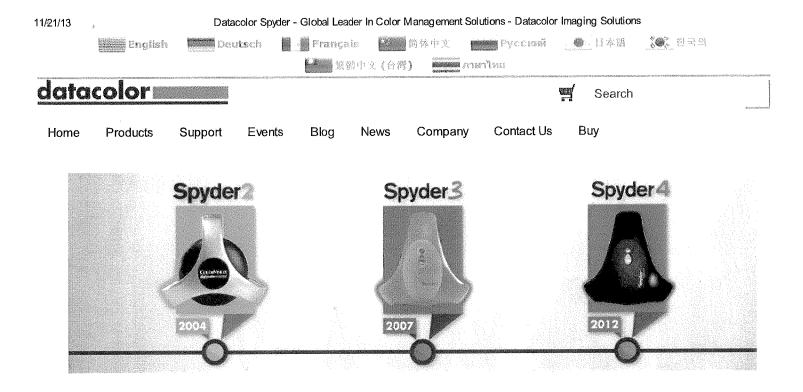
Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties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

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Take advantage of your 30% Discount Now

Why upgrade to the new Spyder4 technology?

Improve your accuracy and performance. Overall accuracy has improved by an average of 26%; on some screen types even by as much as 75%.

Old calibrators do not work to their fullest potential with new monitors. For an accurate calibration you need a modern sensor. The new Spyder4 sensor has automatic monitor recognition for improved precision on both old and new monitor types and it is the only sensor in its class that uses 7 color sensors for improved precision.

Precision is for all, so whether you chose the Elite, Pro or Express version of Spyder4, you will benefit from the new technology and improved calibration results.

New Datacolor Spyder4 Features

- Spyder4 offers improved measurement accuracy on new display technologies, including White LED and RGB LED backlights; even OLED technologies
- Spyder4 offers improved results on more problematic older screens
- Spyder4 now recognizes most displays, and categorizes them automatically for improved calibration
- Spyder4 offers double-coated filters

Which version of Spyder4 is right for you?

Spyder4ELITE Spyder4PRO Spyder4EXPRESS

Spyder4ELITE is the top of the line and comes with everything. It calibrates single and multi-monitor setups, projectors, Android and iOS (in combination with the SpyderGALLERY App) and is the right choice for professional photographers, videographers and corporate use. It even tells you the quality of the monitor after the calibration is complete through the new Advanced Display Analysis

Customer Testimonial

"In 2001, I purchased the original Spyder package to calibrate my monitors. In 2005, I bought the Spyder2PRO, then the Spyder3PRO in 2009, and now I have the Spyder4PRO. Each model of the Spyder has leapfrogged the previous ones in both accuracy and ease of use. And the price keeps going down (the first one cost me nearly \$500 U.S.)."

-T. Monson





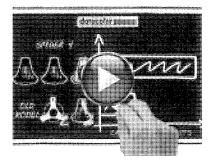
functionality. For videographers, it has special color spaces just for video. For photographers, it is important that Elite offers an unlimited number of color temperature and gamma curves for the calibration so you can fine-tune to your needs.

New Datacolor Spyder4ELITE Features

- Spyder4ELITE offers video standards such as Rec 709, NTSC, Pal/Secam for use with video editing
- Spyder4ELITE offers side-by-side display tuning for the closest possible match between displays
- Spyder4ELITE includes new Advanced Display Analysis features, such as Color Uniformity mapping.
- Spyder4ELITE can be cross-graded to Spyder4TV HD for direct calibration of Video Reference Displays

Reg. \$249.99 Upgrade Price: \$174.99

Spyder3 vs. Spyder4 Comparison Chart



Why Upgrade to Spyder4?

Knowing you can work confidently on a properly color-calibrated screen and can assert greater control over the color fidelity of the digital process will give you the color confidence you need in order to create a true-to-life reproduction of your images.

The extensive improvements to the Spyder4 make the decision to upgrade easy, but we are making it even easier for our existing Spyder customers. For a limited time we are offering a 30% upgrade discount. As long as you have an older Spyder calibrator (Spyder3 or Spyder2) you can take advantage of this offer to upgrade to any of the three versions of Spyder4 (Express, Pro or Elite) and enjoy a 30% discount! Fill out the form below to receive this exclusive offer.

Upgrade Now to a New Spyder4

Exclusive 30% Offer

Valid: November 20, 2013 - November 26, 2013

Datacolor Spyder - Global Leader In Color Management Solutions - Datacolor Imaging Solutions

First Name*	Last Name*
LRCCD FLC	Folsom Lake College
Email Address*	
batterm@flc.losrios.edu	
Spyder hardware seria	al number*
007049875	

Are you interested in receiving periodic updates with the latest news about color management, upcoming webinars, special offers or technical updates from Datacolor?

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*Offer only valid in the United States

Locate Your Spyder Serial Number

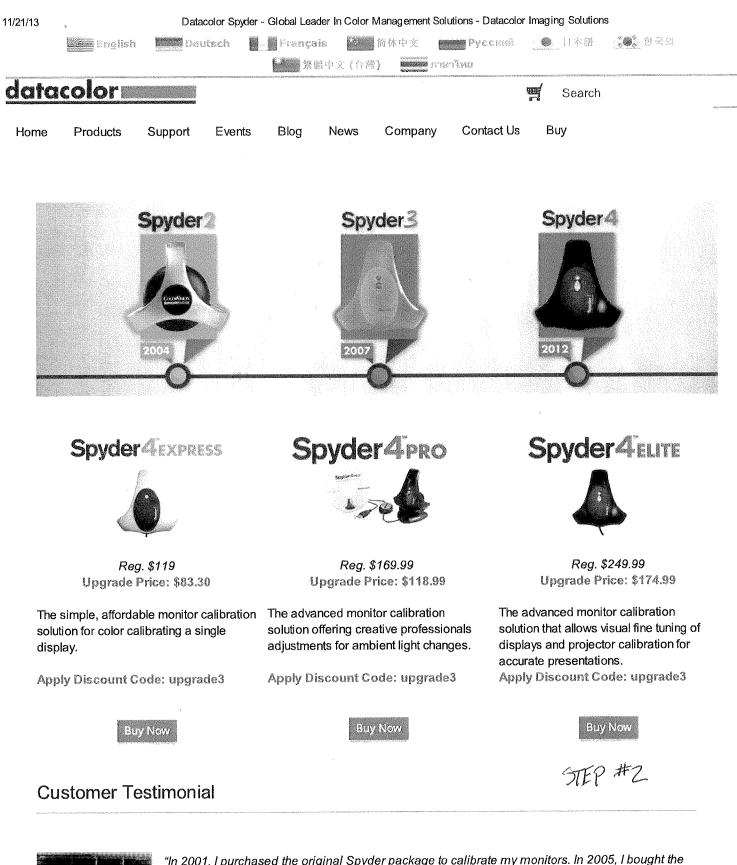
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Your Spyder serial number is printed on the USB plug label.

If you are having issues finding your serial number please contact serialsupport@datacolor.com

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"In 2001, I purchased the original Spyder package to calibrate my monitors. In 2005, I bought the Spyder2PRO, then the Spyder3PRO in 2009, and now I have the Spyder4PRO. Each model of the Spyder has leapfrogged the previous ones in both accuracy and ease of use. And the price keeps going down (the first one cost me nearly \$500 U.S.)."

- T. Monson





Return to spyder.datacolor.com

Your Shopping Cart

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Subtotal: 249.99 USD	

The above amount is a subtotal without sales tax or addition charges for shipping. Once you have entered your address we can calculate the final tax and show your available shipping options.

Customer Information

Contact Information

Name (First Last)

Matthew Battershell

eMail batterm@flc.losrios.edu Company (leave empty if you are a private individual)

Folsom Lake College

Phone

City

Folsom

95630

State

Califomia

1 (916) 608-6773

Address Information

Address (we are unable to deliver to P.O.Boxes)

10 College Parkway

ZIP Code

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Your Order Summary

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Billing Address

Discounts

Folsom Lake College Matthew Battershell 10 College Parkway Folsom, CA 95630 United States of America

Shipping Address

Folsom Lake College Matthew Battershell 10 College Parkway Folsom, CA 95630 United States of America

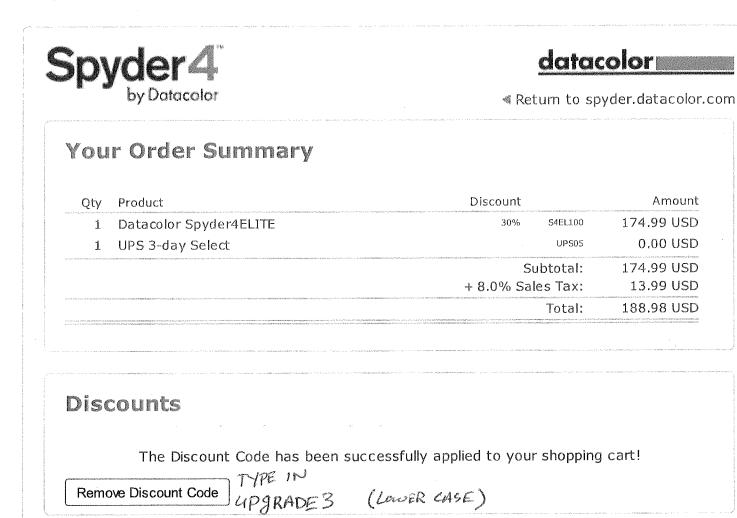
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Customer Details

Billing Address

Folsom Lake College Matthew Battershell 10 College Parkway Folsom, CA 95630 United States of America

Shipping Address

Folsom Lake College Matthew Battershell 10 College Parkway Folsom, CA 95630 United States of America

Order Comments

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