

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

**PURCHASE ORDER NO
CHANGE ORDER**

0001074996

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

Date 01/30/2014	Revision 1 - 07/22/2014	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 738241 MCHARGUET POONV		Location / Dept 04ASPH36

Vendor: 0000023577
NUANCE
1 WAYSIDE ROAD
BURLINGTON MA 01803

Phone: (781) 565-5000
Fax: (781) 565-5001

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

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	DRAGON NATURALLYSPEAKING 12.0 PROFESSIONAL SOLUTIONS (ACAD) A209A-FD9-12.0	3.00	EA	288.00	864.00	02/13/2014
2- 1	DRAGON NATURALLYSPEAKING 12.0 PROFESSIONAL SOLUTIONS 1-YR MAINTENANCE & SUPPORT (ACAD) A209A-FV1-12.0	3.00	EA	43.20	129.60	02/13/2014
3- 1	SHIPPING	1.00	EA	9.95	9.95	02/13/2014

QUOTE 41647.65798981488RYA

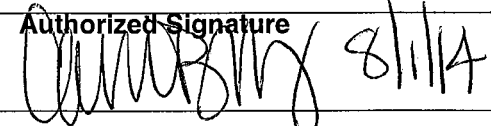
7/22/14 LINE 1 CHANGE QTY TO 3 AND UNIT PRICE TO \$288 AND LINE 2 CHANGE QTY TO 3 AND UNIT PRICE TO \$43.2 NEW TOTAL \$1,083.04 PER J HARMAN. VP

EMAIL CHANGE ORDER TO JEFFREY ROMANO AT JEFFREY.ROMANO@NUANCE.COM

Sub Total Amount	1,003.55
Sales Tax Amount	79.49
Total PO Amount	1,083.04

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	4503	12	FL.VS.DSPS	64200	00000	428D	1,083.04	2015

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


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.

STANDARD PO - CHANGE ORDER REQUEST

One Purchase Order per Form

PO#: 0001074996

REQUEST DATE: 7/17/2014

COLLEGE: FLC

VENDOR NAME: NUANCE

VENDOR#: 23577

LINE#: 1 CHANGE QTY to 3; and CHANGE UNIT PRICE to \$288.00/EA
BUDGET#: GENFD 4503 12 FL.VS.DSPS 64200 00000 2015 428D

LINE#: 2 CHANGE QTY to 3; and CHANGE UNIT PRICE to \$43.20 /EA
BUDGET#: GENFD 4503 12 FL.VS.DSPS 64200 00000 2015 428D

No Change to Line# 3 – SHIPPING remains at \$9.95

NEW PO TOTAL = \$1,083.04

PO COMMENTS: CHANGE REQUIRED BY VENDOR.

REQUESTED BY: FLC/BSO

DEPT: DSPS

EMAIL PO/CHANGE ORDER TO: Jeffrey Romano at Jeffrey.Romano@nuance.com

Email Completed Standard PO Change Order Form to FLC BSO Attn: Brenda Haney at haneyb@flc.losrios.edu (Must be emailed as an attachment, Do Not paste into body of email).

From: [Haney, Brenda](#)
To: [Harman, Joany](#)
Subject: NUANCE 0001074996_CHANGE ORDER
Date: Thursday, July 17, 2014 7:58:20 AM
Attachments: [Change Order - Nuance 0001074996 07-17-14.doc](#)
Importance: High

Vendor required Change Order – budget checked.

Thank you,

Brenda Haney

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu

From: Romano, Jeffrey [<mailto:Jeffrey.Romano@nuance.com>]
Sent: Thursday, July 17, 2014 6:18 AM
To: Pimental, Christy; Haney, Brenda
Cc: Carrillo, Kimberley
Subject: RE: AUTHORIZED PO_0001074996 / NUANCE QUOTE# 41647.6579898148 / FOR: FOLSOM LAKE COLLEGE

Is there any way you can change the quantity on the PO to 3? This is the message I got from OM, after this we should be able to process it and get you your software!

Thank you for the confirmation. Is there a possibility they can revise the PO? The PO needs to match whatever they are ordering. If they would like to order 3 licenses then that is what the PO needs to state with the correct pricing. Let me know if they are willing to revise the PO they submitted.

Jeff

From: Pimental, Christy [<mailto:pimentc@flc.losrios.edu>]
Sent: Wednesday, July 16, 2014 6:40 PM
To: Romano, Jeffrey; Haney, Brenda
Cc: Carrillo, Kimberley
Subject: RE: AUTHORIZED PO_0001074996 / NUANCE QUOTE# 41647.6579898148 / FOR: FOLSOM LAKE COLLEGE

Yes - we want QTY of 3 Licenses with Maintenance & Support as quoted.

Thank you,

Christy

From: Romano, Jeffrey [<mailto:Jeffrey.Romano@nuance.com>]
Sent: Wednesday, July 16, 2014 1:25 PM
To: Haney, Brenda
Cc: Carrillo, Kimberley; Pimental, Christy
Subject: RE: AUTHORIZED PO_0001074996 / NUANCE QUOTE# 41647.6579898148 / FOR: FOLSOM LAKE COLLEGE

Hi everyone,

Sorry for the delay this came in from Order Management last night.

"I need some clarification on this PO. The quote has different information from the PO. Quote is for License: QTY of 3 @ \$288.00 = \$864.00 and 1YR Maintenance & Support QTY 3 @ \$43.20 = 129.60 PO shows only QTY 1 @ \$863.99 and QTY 1 @ \$129.60. If customer wants 3 Licenses PO must match Quote in order to process. Can you confirm what the customer wants and have either the PO or Quote revised depending on the changes?"

Thank you!

Jeff

From: Haney, Brenda [<mailto:haneyb@flc.losrios.edu>]
Sent: Thursday, July 10, 2014 6:14 PM
To: Romano, Jeffrey
Cc: Carrillo, Kimberley; Pimental, Christy
Subject: AUTHORIZED PO_0001074996 / NUANCE QUOTE# 41647.6579898148 / FOR: FOLSOM LAKE COLLEGE

NUANCE SALES – ATTN: Jeffery Romano,

Please find attached our Authorized Purchase Order# 001074996 issued for Quote# 41647.6579898148 from January 2014.

As our DSPS department discussed with you yesterday - we have not yet received delivery of these items.

➤ **At this time - please execute this PO_0001074996 and process for immediate shipment. Mail all invoices to the BILL TO Address listed on PO.**

Please let me know - if you have any questions regarding this order.

Best Regards,

Brenda Haney

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

☎ 916.608.6635 |

✉ haneyb@flc.losrios.edu

From: Pimental, Christy

Sent: Wednesday, July 09, 2014 9:09 AM

To: Carrillo, Kimberley; Haney, Brenda

Subject: RE: PLEASE ADVISE_ PO_0001074996 NUANCE _ DELIVERY STATUS REQUIRED

Hi Kim and Brenda,

I spoke with Jeff Romano a supervisor and he has requested a copy of the PO be emailed to him at Jeffery.Romano@nuance.com and he will walk it over to ordering and see if they can process it and ship us the items.

I am very sorry for the difficulties this has caused.

Thanks,
Christy

LOS RIOS COMMUNITY COLLEGE DISTRICT

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 United States

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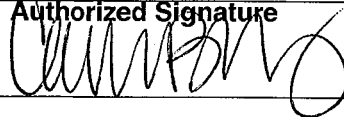
Sub Total Amount	1,003.54
Sales Tax Amount	79.49
Total PO Amount	1,083.03

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4503	12	FL.VS.DSPS	64200	00000	428A	1,083.03	2014

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>

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Authorized Signature


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LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

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. 738241
P.O. NO.

Vendor Code 2577	DATE 1/13/14
Approved	VENDOR ADVANCE
Terms	ADDRESS 1 Wayside Road
F.O.B.	CITY Burlington STATE Ma ZIP 01803
PHONE 781-565-4414 FAX 781-565-5558	

DELIVERY INSTRUCTIONS	
ASPL 047L1 36	
Location Code	FLC
College/District Location	DSPS
Department	Student Score 2-6-14
Division	Date Required

ITEM	DESCRIPTION <small>GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES *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	A209A - FD9 - 12.9 Dragon				
2	Naturally Speaking 12.0				
3	Professional Solutions				863.99
4					
5	A209A - FVI - 12.0 Dragon				
6	Naturally Speaking 1-year				
7	Maintenance + Support				129.60
8					
9	Shipping				9.95
10					
11					
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects		Sales Tax	79.49
This purchase is in compliance with the requirements of DSPS		Total	1083.03
Program Director/Coordinator Signature <i>J.E. McFarlane</i>	For grants/special projects 438A Project/Grant Number		
Program Goal/Objective Number/Explanation Services to students with disabilities			

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: *J.E. McFarlane* TYPED/PRINT **J.E. McFarlane** DATE **1-13-14**

REQUESTED BY: *J.E. McFarlane* SIGNATURE **J.E. McFarlane** DATE **1-13-14**

AUTHORIZED: *Melanie Dixon* DEAN OR AUTHORIZED SIGNATURE **Melanie Dixon** DATE **1/13/14**

APPROVED: *K. Ficklen* VICEPRESIDENT, ADMINISTRATION **K. Ficklen** DATE **1/16/14**

Bus. Unit	Account*	Fund	Org	Amount
6000	450812	FL	US	DSPS
Program	Sub-Class	BY	Proj/Grnt	Amount
64300	00000	20X4	438A	1,083.03

* 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



Proposal and Quotation
for

Folsom Lake College

(Insert End User Customer Above)

Bill To: Name: Bryan Wycorff
 Address 1:
 Address 2:
 City/State/Zip:
 Email: wycorfb@fcl.losrios.edu
 Phone #:
 Fax #:

Ship To: Name:
 Address 1:
 Address 2:
 City/State/Zip:
 Phone #:

Quotation Information:
 Quote #: 41647.6798981488233
 Date: January 8, 2014
 Terms: Net 30
 F.O.B.: Burlington, MA
 Salesperson: Thomas Barube
 Sales Office: Burlington, MA
 Quote Expiration: February 7, 2014
 Tax Exempt Certificate No. No.
 (If Tax exempt, a Tax Exempt certificate must be attached or on file with nuance)

Part #	Product	Quantity	Point Value	Total Points	SRP	SRP EXT	SVP	SVP EXT
A209A-FD9-12.0	Dragon NaturallySpeaking 12.0 Professional Solutions (Acad)	3	16	48	\$ 599.99	\$ 1,799.97	\$ 288.00	\$ 863.99
A209A-FV1-12.0	Dragon NaturallySpeaking 12.0 Professional Solutions 1-yr Maintenance & Support (Acad)	3	4	12	\$ -	\$ -	\$ 43.20	\$ 129.60

Nuance is unable to provide refunds or accept exchanges for software purchases

SHIPPING:

TOTAL 60 \$ 1,799.97 \$ 993.58

Notes / Comments:
 If the pricing quoted is the Nuance Volume License Program (VLP) Pricing. Licensing orders include a Media set, paper license and headsets for each license. Additional Manuals and CD Media are not included but may be purchased separately. If 1-year maintenance is purchased, Nuance will furnish any maintenance releases, updates, and upgrade product to the licensed software listed above during the effective period (12 months).

This Proposal is non-binding upon the parties and Nuance reserves the right to modify this proposal at any time. This proposal shall expire 30 calendar days from the date first listed above. All rights and obligations of (customer) and Nuance Communications Inc. shall be set forth in an agreement between the parties and shall be executed by an authorized agent of each party.

License Orders shall be made out to Nuance, Inc.
 Fax
 Email
 Billing

Purchase Order must include:
 > Terms NET 30
 > F.O.B. Shipping Point
 > End Users Name & P# for software updates

* Nuance Federal ID#943156473 *
 * Shipping charges are prepaid by Nuance and billed, unless specified differently.

Maintenance & Support Begin Date:
 Maintenance & Support End Date:
 Term (enter number of months)
 Authorized Signature
 Sales Rep Name:
 Volume License Sales

Nuance
 1 Wayside Road
 Burlington, MA 01803
 Attn:

Jackson, Don

From: Carrillo, Kimberley
Sent: Friday, August 29, 2014 3:26 PM
To: Raines, Christopher; Jackson, Don
Cc: Haney, Brenda; McHargue, Tim; Pimental, Christy
Subject: FW: AUTHORIZED PO_0001074996 / NUANCE QUOTE# 41647.6579898148 / FOR:
FOLSOM LAKE COLLEGE
Attachments: PO# 0001074996 NUANCE ; DOC080114.pdf

Hi Chris R. & Don- This email is to confirm receiving the attached complete product list. Please process the online receiver.

Thanks,
Kim
Ext. 6713

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Rec: 0001066166
Def
Aug. 29, 2014

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