

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PURCHASE ORDER NO 1075716A

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

Date 04/29/2014	Revision 1 - 05/02/2014	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 808055 SANTOROL POONV		Location / Dept 04ASPH109

Vendor: 0000035008
 NEXTIDE INC.
 1100 BURLOAK DRIVE, SUITE 300
 BURLINGTON ON L7L 6B2
 Canada
Phone: (905) 6243047
email: tom@nextide.ca

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	TRAINING SERVICES FOR USE AND INTERFACE OF FILEBUILDER SOFTWARE WITH DRUPAL APPLICATIONS	1.00	EA	750.00	750.00	04/29/2014

EMAIL PO TO TOM WALKER AT TOM@NEXTIDE.CA


Sub Total Amount	750.00
Sales Tax Amount	0.00
Total PO Amount	750.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5890	11	FL.VA.PISO	67100	00000	051C	750.00	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>

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

clo
submitted 4/29/14

RE-OPEN PO#: **0001075716** AS 1075716A REQUEST DATE: **4/28/2014**
COLLEGE: FLC

VENDOR NAME: **NEXTIDE**

VENDOR#: **35008**

ADD THE FOLLOWING NEW LINE ITEMS TO PO_1075716A:

QTY: **1** UOM: **EA** UNIT PRICE: **750.00** EXT'D TOTAL: **750.00** - Set-Up as Amount Only

DESCRIPTION:

TRAINING SERVICES FRO USE AND INTERFACE OF FILEBUILDER SOFTWARE WITH DRUPAL APPLICATIONS.

BUDGET: GENFD 5890 11 FL.VA.PISO 67100 00000 051C

NEW PO TOTAL = \$750.00

PO COMMENTS: FLC ITSV – requires training from vendor to use and interface Filebuilder Software with Drupal applications. Software Download from PO_0001075716 has been received.

Request PO_1075716A – to maintain – PS PO History under same PO# sequence.

REQUESTED BY: KATHLEEN KIRKLIN

DEPT: VPA

EMAIL PO#_1075716A TO NEXTIDE: tom@nextide.ca

LOS RIOS COMMUNITY COLLEGE DISTRICT

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FAX: (916) 568-3145

PURCHASE ORDER NO 0001075716

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Date 04/02/2014	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 808055 SANTOROL POONV		Location / Dept 04ASPH109

Vendor: 0000035008
NEXTIDE INC.
1100 BURLOAK DRIVE,SUITE 300
BURLINGTON ON L7L 6B2
Canada

Phone: (905) 6243047

email: tom@nextide.ca

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	DOWNLOAD OF FILEBUILDER	1.00	EA	100.00	100.00	04/14/2014

DOWNLOAD ONLY, NO SALES TAX

EMAIL PO TO TOM WALKER AT TOM@NEXTIDE.CA

Sub Total Amount	100.00
Sales Tax Amount	0.00
Total PO Amount	100.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4503	11	FL.VA.PISO	67100	00000	041A	100.00	2014

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<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

Tom Walker 4/4/2014

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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

FLC BUSINESS SERVICES

Page 1 of 1

Req. No. **808055**

Vendor Code

DATE 3-14-14

2014 MAR 17 A 11:38

P.O. NO.

Approved by / Date

VENDOR Nextide Inc.

DELIVERY INSTRUCTIONS

Reviewed by / Date

ADDRESS 300-1100 Burloak Dr.

04ASPH09

Dispatched Method / Date

CITY Burlington, ON, Canada, L7L 6B2

Location Code

FLC

Instruction

College/District Location

Department

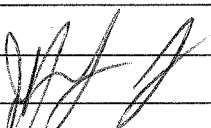
Area 1

3-20-14

Division

Date Required

contact: Tom Walker

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES *Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Download of filebuilder				100.00
2					
3	New Vendor app attached				
4	(Canadian company)				
5					
6	(screen shot emailed to Brenda				
7	and also attached at website				
8	nextide.ca/filebuilder_licensing)				
9					
10					
11					
12	 (Jeff Lewis)				
13					

Jennifer -
Any way we
can process this
as online order
w/ cc pre-pay.

Purchases Charged to Categorical Programs, Grants or Special Projects			Sales Tax
This purchase is in compliance with the requirements of _____			
Program Name		Total	
For grants/special projects _____		100.00	
Program Director/Coordinator Signature	Project/Grant Number		
	<u>Upload Insider files</u>		
Program Goal/Objective Number/Explanation	<u>into Drupal</u>		

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.

GENFD 4503 / 11 / FL.VA.PISO

REQUESTED BY: LINDA SANTORO DATE: 3-14-14

Bus. Unit Account * Fund Org
67100 / 00000 / 2014 / 041A \$ 100.00

REQUESTED BY: Linda Santoro DATE: 3-14-14

Program Sub-Class BY Proj/Grnt Amount

REQUESTED BY: GH/ls (copy out SKG, approves.) DATE: 3-14-14

Bus. Unit Account * Fund Org

AUTHORIZED: DEAN OR AUTHORIZED SIGNATURE DATE: 3/17/14

Program Sub-Class BY Proj/Grnt Amount

APPROVED: VICE PRESIDENT, ADMINISTRATION DATE: 3/17/14

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

filebuilder licensing - Google Chrome
 nextide.ca/filebuilder_licensing
 Apps Suggested Sites ThinkCT Imported From IE Web Slice Gallery dmails calm.com Drag this link o... Tree of Life: Wh... Other bookmarks

REQUEST A DEMO

CONTACT US FORUM LOGIN

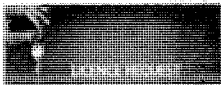

home expertise solutions services clients about us blog

filebuilder licensing

You can download **filebuilder** as an evaluation copy from this site and at any time. From when it is activated, you can use the product for 30 days. As an evaluation version you will also be restricted in the number of files you can upload (25), as well as 50 file / folder views per session. At any point, you may complete the "request license" form to upgrade to a full featured version of **filebuilder**.

License Types

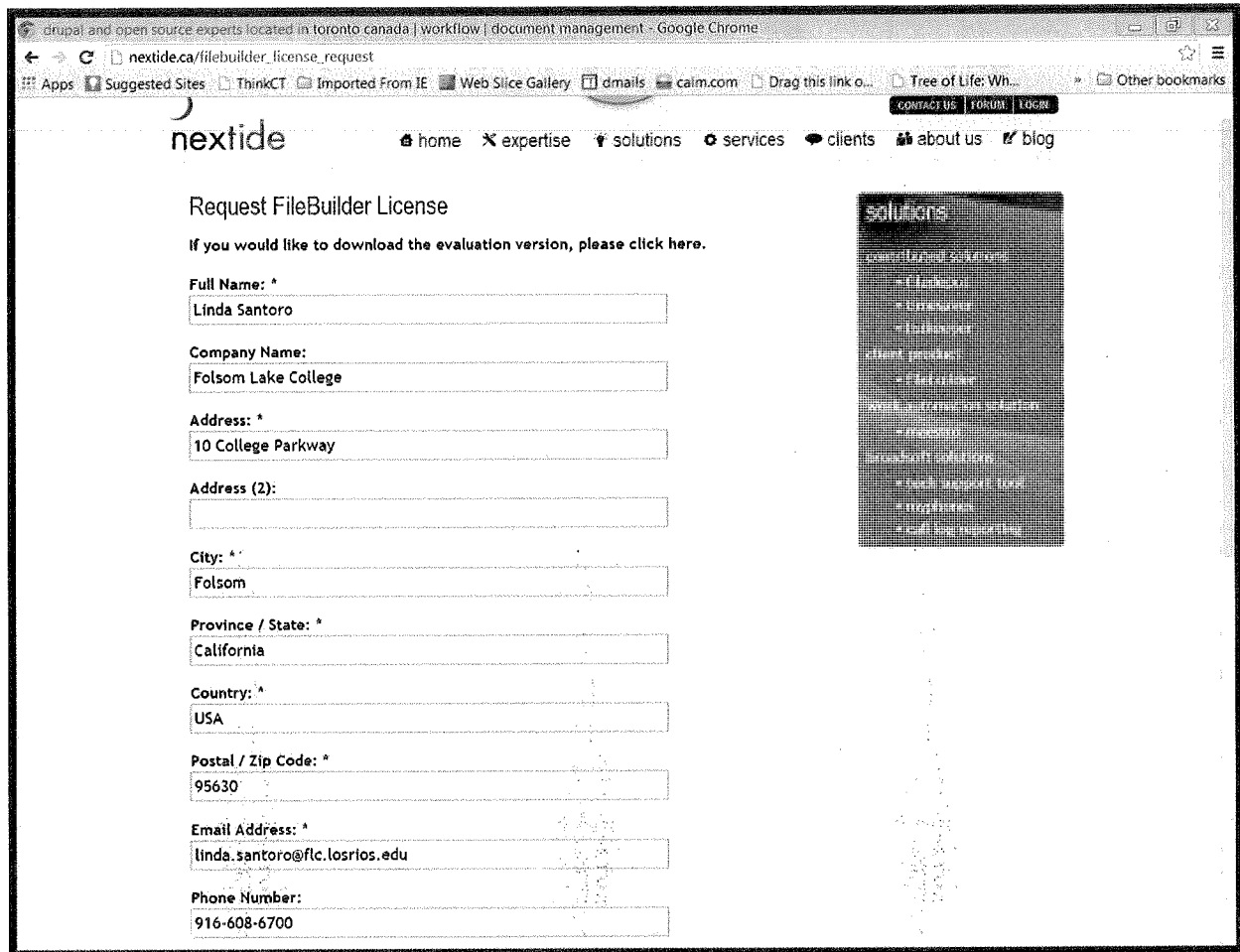
<p>Evaluation (Free):</p> <p>Suitable for evaluation, this license allows you to upload up to 25 files and view 50 files and folders from your repository. No automatic updates. Active for 30 days.</p>	<p>30-day version (\$25):</p> <p>Full featured version for up to one user that is active for 30 days from activation. Perfect for initially setting up your repository. Receives automatic updates.</p>
<p>Full unlimited version (\$100):</p> <p>Full featured version for up to one user. Receives automatic updates and unrestricted access to all features.</p>	<p>Site-Wide version (\$1500):</p> <p>Full featured version for up to 100 users. Receives automatic updates and unrestricted access to all features.</p>

Once you have completed the license request form, a PayPal invoice will be generated. Once paid, you will be emailed the appropriate activation keys for

solutions

- cloud-based solutions
- fileshare
- file recovery
- file backup
- cloud product
- file storage
- web-based email solutions
- security
- content management
- full support and training
- file sync
- full file migration



Part of the screen was chopped off:

License type: Full License

Drupal version: 7



LOS RIOS
 COMMUNITY COLLEGE DISTRICT
 1919 Spanos Court ■ Sacramento, CA 95825
 PURCHASING DEPARTMENT (916) 568-3071
 Fax (916)568-3145 ■ lrccdpurchase@losrios.edu

VENDOR APPLICATION

Return signed completed form to Purchasing via fax or email.

NAME: Tom Walker

NAME OF FIRM Nextide Inc.	FEDERAL ID# OR SOCIAL SECURITY # <u>Canadian Company 1</u>
-------------------------------------	--

MAILING ADDRESS 300-1100 Burloak Drive, Burlington, ON, Canada, L7L 6B2	REMIT ADDRESS same
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PHONE 905.624.3047	FAX	EMAIL tom@nextide.ca
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WEBSITE www.nextide.ca	ORGANIZATION CLASSIFICATION (Check all that apply)
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AUTHORIZED COMPANY REPRESENTATIVES			Individual	MBE
Name	Title/Capacity	Email	Partnership	WBE
Tom Walker	President	tom@nextide.ca	Non Profit	DVBE
			ON, Canada Corporation (List State Incorporated)	
			Contractor's License #	

PROVIDE LIST OF COMMODITIES, EQUIPMENT, SUPPLIES and/or SERVICES AVAILABLE TO THE DISTRICT		

VENDOR CERTIFICATION	OTHER BUSINESS INFORMATION		
I certify that all statements contained herein are correct. I understand that this information will be used as a basis for evaluating my request to receive bid invitations for purchases. I understand that being placed on the qualified vendor bid list does not in any way represent an endorsement of my firm by Los Rios nor does it relieve my firm of providing bonds and insurances as required. I further agree to disclose any known or potential conflicts of interest relating to my business and Los Rios. I understand the requirements for fulfilling and invoicing orders. I further certify this firm is an equal opportunity employer. _____ INITIALS	Payment Terms <u>Will accept P.O.</u>	Discounts Extended _____	
	Refund/Returns _____	SIGNATURE	TITLE

Santoro, Linda

From: Tom Walker <tom@nextide.ca>
Sent: Friday, March 14, 2014 7:45 AM
To: Santoro, Linda
Subject: RE: Folsom Lake College would like to purchase...
Attachments: LRCCD_NEW VENDOR APPLICATION W9 FORMS.docx

Hi Linda

We are located in Canada and do not collect nor remit US taxes. You would need to self assess any state or local tax commitment.

Let me know if there is anything else that I need to submit.

Regards
Tom

From: Santoro, Linda [<mailto:santorl@flc.losrios.edu>]
Sent: March-13-14 6:33 PM
To: tom@nextide.ca
Subject: FW: Folsom Lake College would like to purchase...

Hi Tom,

Any chance you could return this to me by tomorrow morning so that I may move our purchasing process forward?

Thank you for assisting,
Linda

From: Santoro, Linda
Sent: Wednesday, March 12, 2014 4:28 PM
To: 'tom@nextide.ca'
Cc: Haney, Brenda
Subject: Folsom Lake College would like to purchase...

...filebuilder, 1 full unlimited version for \$100. We will need to use a PO and then pay from your invoice. If you would, just email your filled out vendor info form back to me.

The attached vendor packet is needed for our purchasing department to enter you into our system for payment. Thank you for being willing to email the key to the filebuilder upon receipt of a purchase order number.

Sincerely,

Linda Santoro
Administrative Assistant to
Gary Hartley, Dean of Instruction and Technology
Folsom Lake College
10 College Parkway
Folsom, CA 95630
(916)608-6700