

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145  
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

**PURCHASE ORDER NO 0001080295**

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

<b>Date</b> 03/02/2015	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Metho
<b>Reference:</b> 808873 MCHARGUET GALLARZC		<b>Location / Dept</b> 04ASPH

**Vendor:** 0000029231  
 LIVESCRIBE INC  
 7677 OAKPORT ST 12TH FLOOR  
 OAKLAND CA 94621

**Phone:** (510) 777-0071  
**Fax:** (510) 777-0159

**email:** sschuman@livescribe.com

**Ship To:** FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630-6798  
 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	2 GB ECHO SMARTPEN, PRODUCT # APX-00008	50.00	EA	107.96	5,398.00	03/16/2015
2- 1	SHIPPING	1.00	EA	107.96	107.96	03/16/2015

REFERENCE QUOTE# 150129-041 DATED 01/29/2015

<b>Sub Total Amount</b>	5,505.96
<b>Sales Tax Amount</b>	440.48
<b>Total PO Amount</b>	5,946.44

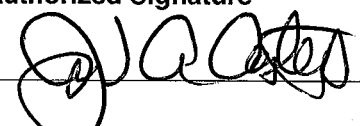
<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	4500	12	FL.VS.DSPS	64200	00000	428A	5,946.44	2015

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**

 3/4/15

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

### 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

FLC BUSINESS SERVICES

Req. No. **808873**  
P.O. NO.

Vendor Code

DATE 1/26/15

2015 FEB 19 A 10:02

Approved by / Date

VENDOR LIVESCRIBE

Reviewed by / Date

ADDRESS 7677 OAKPORT ST, 12<sup>th</sup> Floor

Dispatched Method / Date

CITY Oakland STATE CA ZIP 94621

PHONE 510-553-4982 FAX

DELIVERY INSTRUCTIONS  
04 ASPN FL1-36  
Location Code  
FLC DSPS  
College/District Location Department  
Student Service 2/20/15  
Division Date Required

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	<u>2GB ECHO SMARTPEN</u>	<u>50</u>		<u>107.96</u>	<u>5398.00</u>
2					
3					
4					
5					
6					
7					
8					
9					
10					
11	<u>Ship + Hand</u>				<u>107.96</u>
12					
13					

**Purchases Charged to Categorical Programs, Grants or Special Projects**  
This purchase is in compliance with the requirements of DSPS  
P.E. McFarlane For grants/special projects 428A  
Program Director/Coordinator Signature Program Name  
Services to students with disabilities  
Program Goal/Objective Number/Explanation Project/Grant Number

Sales Tax 440.48  
Total 5,946.48

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: Tom McFarlane 1-29-15  
SIGNATURE DATE

REQUESTED BY: P.E. McFarlane 1-29-15  
SIGNATURE DATE

AUTHORIZED: William Dyer 2/5/15  
DEAN OR AUTHORIZED SIGNATURE DATE

APPROVED: Stephanie Gubelin 2/20/15  
VICE PRESIDENT, ADMINISTRATION DATE

4500  
64200/00000/2015/428A FL-VS-DSPS  
Bus. Unit Account \* Fund Org  
Program Sub-Class BY Proj/Grnt Amount

64200/00000/2015/428A \$ 5,946.48

Bus. Unit Account \* Fund Org  
Program Sub-Class BY Proj/Grnt Amount

\*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





**Livescribe, Inc.**  
 PHONE: (877) 727-4239 FAX: (408) 848-5784 (Orders)  
 7677 Oakport St, 12th Floor  
 Oakland, CA 94621

Physical Address for Mail Orders:  
 7677 Oakport Street, 12th Floor  
 Oakland, CA 94621

SALES REPRESENTATIVE: **Suzy Schuman**

Quote # **150129-041**

Quote is Valid for 30 Days  
 DATE: **1/29/2015**

BILLING INFORMATION			
SCHOOL NAME <b>Folsom Lake College</b>		METHOD OF PAYMENT VISA <input type="checkbox"/> M/C <input type="checkbox"/> AMEX <input type="checkbox"/> PO <input type="checkbox"/>	
CONTACT NAME / TITLE <b>Muriel J. Lanier</b>		CARD NUMBER OR P.O. NUMBER	
STREET ADDRESS		EXPIRATION DATE	CARD SECURITY CODE
ADDRESS 2		NAME (AS IT APPEARS ON CARD)	
CITY	STATE	ZIP CODE	SIGNATURE
TELEPHONE	FAX	E-MAIL	DATE
916-608-6611		pimentc@flc.losrios.edu	By signing above, I authorize Livescribe, Inc. to Charge the amount shown in Total plus applicable taxes.
		ARE PURCHASES TAX EXEMPT?	TAX EXEMPT NUMBER
SHIPPING INFORMATION (if different from above)			
DISTRICT / SCHOOL NAME		STREET ADDRESS	
ATTENTION		ADDRESS 2	
TELEPHONE		CITY	
		STATE	ZIP CODE
PRODUCTS			
<b>APX-00008 2GB Echo Smartpen</b>	Unit Price	Quantity	Line Total
2GB Echo Smartpen	\$107.96	50	\$ 5,398.00
	Unit Price	Quantity	Line Total
			\$ -
	Unit Price	Quantity	Line Total
			\$ -
	Unit Price	Quantity	Line Total
			\$ -
	Unit Price	Quantity	Line Total
			\$ -
	Unit Price	Quantity	Line Total
			\$ -
SERVICES			
	Unit Price	Quantity	Line Total
			\$ -
	Unit Price	Quantity	Line Total
			\$ -
Make Checks and Purchase Orders payable to: <b>Livescribe, Inc.</b> Fed. ID #20-8005730 Email orders to: <b>K12orders@livescribe.com</b>		PRODUCT SUBTOTAL	\$ 5,398.00
		GROUND SHIPPING & HANDLING (5% on products, \$5.00 minimum)	\$ 107.96
		WARRANTY AND SERVICES	\$ -
		TAX RATE	8.00%
		SALES TAX - Applicable unless we receive tax exempt certificate	\$ 440.48
		<b>TOTAL</b>	<b>\$ 5,946.44</b>

COMP QUOTE

Try Prime Christy's Amazon.com Today's Deals Gift Cards Sell Help

Shop by Department Search All livescribe pen Go

Hello, Christy Your Account Try Prime 0 Cart Wish List

Computers Brands Best Sellers Laptops & Tablets Desktops & Monitors Hard Drives & Storage Computer Accessories Tablet Accessories

Electronics > Computers & Accessories > Cables & Accessories > Input Devices > Digital Pens



Roll over image to zoom in

### ivescribe 2GB Echo Smartpen

/ Livescribe

151 customer reviews

42 answered questions

List Price: \$119.99

Price: **\$118.82 & FREE Shipping**. Details

You Save: \$1.17 (1%)

1 Stock.

Ships from and sold by Amazon.com. Gift-wrap available.

Want it tomorrow, Jan. 30? Order within 22 hrs 34 mins

and choose Same-Day Delivery at checkout. Details

Record everything you write and hear so you'll never miss a word  
Replay your meetings or lectures simply by tapping on your notes

- Saves notes and audio recordings to your computer
- Search for words within your notes
- Send notes and audio from your paper to destinations like Facebook, Evernote, and Microsoft OneNote

65 new 2 used from \$90.22

**Special Shipping Information:** Due to federal and international regulations, this product can only be shipped within the 50 states.

Share

Qty: 1

Yes, I want FREE Two-Day Shipping with Amazon Prime

Add to Cart

Turn on 1-Click ordering

Add to Wish List

#### Other Sellers on Amazon

\$115.52 + Free Shipping  
Sold by: TEKENVY [Add to Cart](#)

\$117.20 + Free Shipping  
Sold by: Brooklyn Parkway [Add to Cart](#)

67 used & new

Have one to sell? [Sell on Amazon](#)

#### Sponsored by GMYLE

GMYLE@ Camouflage Protective Sleeve for 13 inch notebook (1) \$26.98

[Ad feedback](#)

#### Frequently Bought Together



Price for all three: **\$153.46**

[Add all three to Cart](#)

These items are shipped from and sold by different sellers. Show details

- This item: Livescribe 2GB Echo Smartpen \$118.82
- Livescribe Sky/Echo/Pulse Ink Refill 5-pack (4 Black Med, 1 Red Fine) \$5.16
- Livescribe 8.5 x 11 Single Subject Notebook #1-4 (4-pack) \$29.48

#### What Other Items Do Customers Buy After Viewing This Item?

Livescribe Sky/Echo/Pulse Ink Refill 5-pack (4 Black Med, 1 Red Fine) (228) \$5.16

Livescribe 2GB Sky Wi-Fi Smartpen (421) \$127.98

Livescribe 8.5 x 11 Single Subject Notebook #1-4 (4-pack) (176) \$29.48

Livescribe A5 Single Subject Notebook #1-4 (4-pack) (101) \$15.41

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STAPLES®

WELCOME, PLEASE SIGN IN  
YOUR ACCOUNT

0

Pens, Pencils & Markers Livescribe Pens



view larger



### Livescribe 2GB Echo™ Smartpen

Item: 749402 Model: apx00008

Read 4 Reviews

SHARE:

QTY.  ADD TO CART

Add to Favorites

CUSTOMERS WHO VIEWED  
THIS ULTIMATELY BOUGHT:

**\$119.99**  
Each

Easily send and share notes and audio to Evernote®, Facebook, MyLivescribe, your mobile device or your computer

The new ergonomic design and soft rubber grip provide comfort while writing

Built-in speaker produces rich full sound to play back your recorded audio

See more details

**FREE SHIPPING, Plus Up To 5% Back For Rewards Members**

Special Financing Available [Learn More](#)

In Stock Online

Expected Delivery: 1 Business Day

FREE Shipping to store ( [Learn More](#) )

Online Only

Product Info

Reviews

Supplies & Accessories

Product Details | Specifications