



10 College Parkway
Folsom, CA 95630

PURCHASE ORDER NO. CBF15071

FLC FOUNDATION

PO Date: Apr 30, 2015

Date Required: 6/30/2015

Ordered By: Christine Wurzer

Requisition #: CB34358

VENDOR: LIVESCRIBE INC.

7677 OAKPORT ST. 12th FLOOR
OAKLAND CA 94621
Email: K12orders@livescribe.com

SHIP TO:

FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM, CA 95630

BILL TO:

FOLSOM LAKE COLLEGE
ATTN: BUSINESS SERVICES
10 COLLEGE PARKWAY
FOLSOM, CA 95630

PH: 877.727.4239

FAX: 408.848.5784

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
1	APX-00008 2GB ECHO SMART PEN	5.00	EA	\$119.950	\$599.75
2	ARA-00003 INK CARTRIDGE, BLACK MED-POINT - 5 PK	5.00	EA	\$6.950	\$34.75
3	ANA-00018 SINGLE SUBJECT NOTEBOOK #5-8	7.00		\$24.950	\$174.65
4	AAA-00015 ECHO DELUXE CARRYING CASE	5.00	EA	\$24.950	\$124.75
5	ANA-00024 THREE SUBJECT NOTEBOOK - NUMBER 1, DARK BLUE	5.00	EA	\$8.950	\$44.75
6	CA COMMUNITY COLLEGE 10% DISCOUNT	1.00	EA	-\$97.870	-\$97.87
	PER ATTACHED QUOTE# 150427-010_4/27/15				
	Shipping/Handling (taxable)	1.00	EA	\$17.620	\$17.62

INSTRUCTIONS:

Sub Total

State Tax %

State Tax

Shipping

Total PO Amount

EMAIL INVOICE TO:

Brenda Haney 916.608.6635
haneyb@flc.losrios.edu

All shipments, invoices, and correspondence must be identified with our Purchase Order Number

Direct all deliveries and delivery documents to the SHIP TO address.

Direct all correspondence and invoices to the BILL TO address.

NO PAYMENT will be made without an invoice.

Payment Terms: NET 30

AUTHORIZED SIGNATURE AND DATE

Stephanie Kerblin 4/30/15

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.



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

Quote is Valid for 30 days

SALES REPRESENTATIVE: Suzy Schuman

Quote # **150427-010**

DATE: 4/27/2015

BILLING INFORMATION			METHOD OF PAYMENT	
SCHOOL NAME	Folsom Lake College		VISA <input type="checkbox"/> M/C <input type="checkbox"/> AMEX <input type="checkbox"/> PO <input type="checkbox"/>	
CONTACT NAME / TITLE	Christine Wurzer		CARD NUMBER OR P.O. NUMBER	
STREET ADDRESS	10 College Parkway		EXPIRATION DATE	CARD SECURITY CODE
ADDRESS 2			NAME (AS IT APPEARS ON CARD)	
CITY	STATE	ZIP CODE	SIGNATURE	
Folsom	CA	95630	DATE	
TELEPHONE	FAX	E-MAIL	By signing above, I authorize Livescribe, Inc. to charge the amount shown in Total plus applicable taxes.	
916-608-6645		WurzerC@flc.losrios.edu	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			
	Unit Price	Quantity	Line Total
APX-00008 2GB Echo Smartpen			
2GB Echo Smartpen	\$119.95	5	\$ 599.75
ARA-00003 Ink Cartridge, Black Med-Point, 5pk			
Black ink cartridge, medium point, 5-pack	\$6.95	5	\$ 34.75
ANA-00018 Single-Subject Notebook, #5-8			
Includes 4 single-subject, lined notebooks, in 4 colors. Each single subject notebook has 100 college-ruled, perforated sheets	\$24.95	7	\$ 174.65
AAA-00015 Echo Deluxe Carrying Case			
Handy zippered case protects and organizes your Livescribe smartpen, cables, and accessories.	\$24.95	5	\$ 124.75
ANA-00024 Three Subject Notebook, Number 1, Dark Blue			
Each three subject notebook contains 150 college ruled perforated sheets. Three dividers with two storage pockets help to keep you organized.	\$8.95	5	\$ 44.75
			\$ -
			\$ (97.87)

SERVICES			
	Unit Price	Quantity	Line Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PRODUCT SUBTOTAL			\$ 880.79
GROUND SHIPPING & HANDLING (6% on products, \$5.00 minimum)			\$ 17.62
WARRANTY AND SERVICES			\$ -
TAX RATE			8.00%
SALES TAX - Applicable unless we receive tax exempt certificate			\$ 71.87
TOTAL			\$ 970.27

Make Checks and Purchase Orders payable to:
Livescribe, Inc.
 Fed. ID #20-8005730
 Email orders to:
K12orders@livescribe.com

FOLSOM LAKE COLLEGE
EL DORADO CENTER • RANCHO CORDOVA CENTER

- CHECK ONE
- ASG(71,72)
 - College Act. Trust(81.89)
 - Foundation(83)
 - IR(13, 14)
 - Three Stages(55)

CAMPUS-BASED REQUISITION

BUSINESS SERVICES
2015 APR 28 P 3:45

DATE 4/28/15 REQ. # CBF 34358
 VENDOR LIVESCRIBE, INC PO REQUIRED(circle one) YES NO
 ADDRESS 7677 OAKPORT ST 12TH FLOOR P.O. # CBF 15071
 CITY OAKLAND DATE REQUIRED 7/1/2015
 STATE CA ZIP 94621

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	AA-00008 2GB Echo Smartpen	5	ea	119.95	599.75
2	AA-00003 Ink Cartridge Blk 5pk	5	ea	6.95	34.75
3	ANA-00018 Single Subject Notebook	7	ea	24.95	174.65
4	AAA-00015 CARPENTRY CASE	5	ea	24.95	124.75
5	ANA-00024 3 Subject Notebook	5	ea	8.95	44.75
6					
7					
8					
9					
10	10% RIDES DISCOUNT				(97.87)

Check Distribution

Call Student, Hold for pick up # _____
 Call _____, Hold for pick up # _____
 Forward to _____
 Inter-Campus mail to _____
 USPS mail _____
 Other _____

Sub-Total	880.79
Sales Tax	71.87
Freight	12.62
TOTAL	970.27

Account Name BANFL Bus Unit 4500 Account 83 Fund PL.CPFAN Department 70901 Program 70903 Class 00000 Project 6114 Amount \$ 970.27

Account Name _____ Bus Unit _____ Account _____ Fund _____ Department _____ Program _____ Class _____ Project _____ Amount \$ _____

AUTHORIZED [Signature]
 Club Officer/Requestor

APPROVED [Signature]
 Faculty Advisor/Administrator

Business Services Use Only

Budget Checked [Signature] Vendor ID 11647

Voucher # _____ Date _____

Warrant # _____ Date _____