

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001091503

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

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
03/07/2017		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1009211 LEWIS J	04CYPH129	

**Supplier:** 0000037376  
 HEAT SOFTWARE USA INC  
 490 MCCARTHY BLVD STE 100  
 MILPITAS CA 95035

**Phone:** (800) 776-7889  
**Fax:** (719) 536-0620

**email:** Andre.Early@heatsoftware.com

**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	SOFTWARE MAINTENANCE, PATCH & REMEDIATION SUBSCRIPTION WINDOWS TERM: 3/5/2017 TO 3/4/2-18 (PRWSV0001)	1,100.00 EA	2.76	3,036.00	03/17/2017
2- 1	SOFTWARE MAINTENANCE, PATCH & REMEDIATION SUBSCRIPTION WINDOWS TERM: 3/5/2017 TO 3/4/2-18 (PRWSV0001)	300.00 EA	2.76	828.00	03/17/2017

Quote #00066361.

Please email PO to tracy.mulligan@heatsoftware.com.

ELECTRONIC DELIVERY

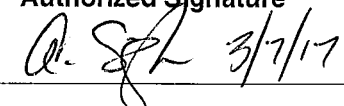
Sub Total Amount	3,864.00
Sales Tax Amount	0.00
Total PO Amount	3,864.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.VA.ITSV	67800	00000	041A	3,864.00	2017

0001009211HARMANJ07-MAR-2017

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.

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.

## 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.

# Requisition

**Supplier:** HEAT SOFTWARE USA INC      0000037376  
 490 MCCARTHY BLVD STE 100  
 MILPITAS CA 95035  
 United States

**Phone:** (800) 776-7889      **Fax:** (719) 536-0620  
**email:** Andre.Early@heatsoftware.com

**Ship To:** RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630-6798

<b>Business Unit:</b> <b>GENFD      OPEN</b>	
Req ID:      Date      Page	
0001009211      03/03/2017      1	
Requisition Name: HEAT Software USA-Maintenance	
Requester      Bldg#	
Jeff Lewis      IT	
Requester Signature	
Buyer:      Nicholas Shewmaker	
Approved:	
Entered By:      LEWISJ      03-MAR-2017	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	SOFTWARE MAINTENANCE, PATCH & REMEDIATION SUBSCRIPTION WINDOWS TERM: 3/5/2017 TO 3/4/2-18 (PRWSV0001)	1,100	EA	2.76	3,036.00	03/17/2017
2-1	SOFTWARE MAINTENANCE, PATCH & REMEDIATION SUBSCRIPTION WINDOWS TERM: 3/5/2017 TO 3/4/2-18 (PRWSV0001)	300	EA	2.76	828.00	03/17/2017

Total Requisition Amount:      3,864.00

Quote #00066361.  
 No electronic delivery so no tax.  
 Total is \$3,859.66.  
 Please email PO to tracy.mulligan@heatsoftware.com.  
 PLEASE RUSH. Sorry.

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5600	11	FL.VA.ITSV	67800	00000	041A	3,864.00

<b>Approval Signature</b>	<b>Approval Signature</b>	<b>Approval Signature</b>
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# Subscription Renewal

Heat Software USA Inc.  
PO Box # 204375  
Dallas, TX 75320-4375  
United States of America  
Tel: 1-800-755-2100

Created Date 03-Mar-2017  
Expiration Date 04-Mar-2017  
Account No. 568543

Renewal Rep Tracy Mulligan  
Email tracy.mulligan@heatsoftware.com

**Bill To**  
Los Rios Community College District  
1919 Spanos Ct.  
Sacramento, CA 95825-3981  
United States

**Ship To**  
Los Rios Community College District  
1919 Spanos Ct.  
Sacramento, CA 95825-3981  
United States

End User 568543 Los Rios Community College District

Notes

Product	Product Code	Additional Information	Start Date	End Date	Unit Price	Qty	Ext. Price	Total Price
Patch & Remediation Subscription Windows	PRWSV0001	A931AB50-8E6F370A	05-Mar-2017	04-Mar-2018	2.76	1,100	3,032.59	3,032.59
Patch & Remediation Subscription Windows	PRWSV0001	A931AB50-8E6F370A	05-Mar-2017	04-Mar-2018	2.76	300	827.07	827.07

Document Currency US Dollar  
On Account Terms Net 30

Subtotal	3,859.66
Tax	0.00
Total	3,859.66



Remit Check to  
HEAT Software USA Inc  
PO Box #204375  
Dallas, TX 75320-4375  
(800) 776-7889

Domestic Wires  
Wells Fargo Bank, N.A.  
Acct #: 4964604375  
Routing #: 121000248

International Wires  
Wells Fargo, NA  
Acct #: 4964604375  
Routing #: 121000248  
Swift Code: WFBIUS6S

Tax is estimated and may be subject to change at final invoice

All subscription renewals are subject to the applicable end-user license agreement and maintenance and support terms and conditions, unless otherwise agreed to by HEAT Software in a written agreement signed by a duly authorized officer of HEAT Software.

**From:** [Lewis, Jeff](#)  
**To:** [Haney, Brenda](#); [Thiessen, Levi](#)  
**Subject:** FW: Delivery Note and License Certificate - Sales Order #USA-64703  
**Date:** Friday, March 10, 2017 1:03:54 PM

This can be received. Thank you.

**PO #** 0001091503

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**From:** HEAT Software Fulfillment - Delivery Notes [mailto:fulfillment@heatsoftware.com]  
**Sent:** Friday, March 10, 2017 12:09 PM  
**To:** Lewis, Jeff <lewisj@flc.losrios.edu>  
**Subject:** Delivery Note and License Certificate - Sales Order #USA-64703



**Sold From**

HEAT Software Inc.  
8415 Explorer Drive Suite 150  
Colorado Springs, Colorado 80920  
United States

**Delivery Note and License Certificate**

End User: Los Rios Community College District  
HDA # 568543  
Serial #  
Ship Date 10-Mar-2017  
**PO #** 0001091503  
Invoice USA-51748

<b>Bill To:</b>	<b>Ship To:</b>
Accounts Payable	Los Rios Community College District
1919 Spanos Ct.	10 College Parkway
Sacramento, CA 95825-3981	Folsom, CA 95630
United States	United States



<b>Item</b>	<b>Description</b>	<b>SubCategory</b>	<b>Qty</b>	<b>Maint Start Date</b>	<b>Maint End Date</b>	<b>License Code</b>	<b>Serial Number</b>
PRWSV0001	Patch & Remediation Subscription Windows	Renewal	300	5-Mar-2017	4-Mar-2018		A931AB50-8E6F370A
PRWSV0001	Patch & Remediation Subscription Windows	Renewal	1,100	5-Mar-2017	4-Mar-2018		A931AB50-8E6F370A

**From:** [Haney, Brenda](#)  
**To:** [Gorrell, Raelean](#)  
**Cc:** [Lewis, Jeff](#); "[tammy.lojewski@heatsoftware.com](mailto:tammy.lojewski@heatsoftware.com)"  
**Subject:** Authorized to Pay FW: Heat Software: Invoice #USA-51748\_PO\_0001091503  
**Date:** Friday, May 19, 2017 9:04:28 AM  
**Attachments:** [Invoice\\_USA-51748\\_1494870570688.pdf](#)  
[0001091503\\_HEAT\\_SFTWR\\_USA\\_INC.pdf](#)  
**Importance:** High

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Hi Rae –

PO\_0001091503 was received in full in March. From email stream below it appears invoice was misrouted.

I see in our system, that Voucher# 488149 has been processed for Invoice USA-51748, which we confirm is authorized. Please release payment in your next scheduled Vendor Check Run on May 25, 2017.

Thank you,

*Brenda Haney*

Business Services

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

 916.608.6635 |  [haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)

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**From:** Gorrell, Raelean  
**Sent:** Monday, May 15, 2017 11:37 AM  
**To:** Haney, Brenda <[haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)>  
**Subject:** FW: Heat Software: Invoice #USA-51748

Please see below and also the attached invoice.

Rae

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**From:** Deleon, Katie  
**Sent:** Monday, May 15, 2017 11:19 AM  
**To:** Gorrell, Raelean  
**Cc:** Apedaile, Leland  
**Subject:** FW: Heat Software: Invoice #USA-51748

Rae,

Attached is an invoice from Heat Software PO 1091503. It looks like it belongs to FLC.

Katie

*Katie DeLeon*  
*Business Services Supervisor*  
*Cosumnes River College*  
*916-691-7193*  
[deleonk@crc.losrios.edu](mailto:deleonk@crc.losrios.edu)

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**From:** Apedaile, Leland  
**Sent:** Monday, May 15, 2017 11:09 AM  
**To:** Deleon, Katie <[deleonk@CRC.losrios.edu](mailto:deleonk@CRC.losrios.edu)>  
**Subject:** FW: Heat Software: Invoice #USA-51748

Not sure if you know anything about this

**From:** Lojewski, Tammy [<mailto:tammy.lojewski@heatsoftware.com>]  
**Sent:** Monday, May 15, 2017 10:50 AM  
**To:** Kunkel, Chris <[KunkelC@losrios.edu](mailto:KunkelC@losrios.edu)>  
**Cc:** [Darren.Dorsey@heatsoftware.com](mailto:Darren.Dorsey@heatsoftware.com); [Tracy.Mulligan@heatsoftware.com](mailto:Tracy.Mulligan@heatsoftware.com); Apedaile, Leland <[apedaid@crc.losrios.edu](mailto:apedaid@crc.losrios.edu)>  
**Subject:** RE: Heat Software: Invoice #USA-51748

Hello,

Unfortunately I never received a response in regards to payment for the attached outstanding invoice. USA-51748 is 36 days past due.

I would greatly appreciate an update as to when we should expect payment.

----- Thank you, Tammy Jo Lojewski A/R Specialist HEAT Software is now Ivanti P: 719-532-7346 | [tammy.lojewski@ivanti.com](mailto:tammy.lojewski@ivanti.com) | [www.Ivanti.com](http://www.Ivanti.com)

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**From:** Lojewski, Tammy  
**Sent:** 04/17/2017 2:09 pm GMT-06:00  
**To:** 568543 Los Rios Community College District ([kunkelc@losrios.edu](mailto:kunkelc@losrios.edu))  
**Subject:** RE: Heat Software: Invoice #USA-51748

Hello,

I am reaching out in regards to the invoice attached as it is past due.

Could you please provide update in regards to payment?

----- Thank you, Tammy Jo Lojewski A/R Specialist HEAT Software is now Ivanti P: 719-532-7346 | [tammy.lojewski@ivanti.com](mailto:tammy.lojewski@ivanti.com) | [www.Ivanti.com](http://www.Ivanti.com)

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**From:** Lojewski, Tammy  
**Sent:** 03/14/2017 11:29 am GMT-06:00  
**To:** 568543 Los Rios Community College District ([kunkelc@losrios.edu](mailto:kunkelc@losrios.edu))  
**Subject:** RE: Heat Software: Invoice #USA-51748

Attached is the invoice.

If you are not the correct person to send payment, can you please give me the contact I should be sending invoices to for payment.

----- Thank you, Tammy Jo Lojewski A/R Specialist HEAT Software is now Ivanti P: 719-532-7346 | [tammy.lojewski@ivanti.com](mailto:tammy.lojewski@ivanti.com) | [www.Ivanti.com](http://www.Ivanti.com)

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**From:** 568543 Los Rios Community College District  
**Sent:** 03/10/2017 10:22 pm GMT-07:00  
**To:** Diggs, Barbara ([barbara.diggs@heatsoftware.com](mailto:barbara.diggs@heatsoftware.com))  
**Subject:** Re: Heat Software: Invoice #USA-51748



I am not the contact for renewing software. Try again.

Sent from my iPhone

> On Mar 10, 2017, at 12:19 PM, Diggs, Barbara <[barbara.diggs@heatsoftware.com](mailto:barbara.diggs@heatsoftware.com)>  
wrote:

>

>

>

> Barbara Diggs Senior Accounting Support HEAT Software is now Ivanti phone: 719-532-  
7334 [barbara.diggs@heatsoftware.com](mailto:barbara.diggs@heatsoftware.com) [www.HEATSoftware.com](http://www.HEATSoftware.com)

> <Invoice\_USA-51748\_1489177147763.pdf>



# Invoice

HEAT Software USA Inc  
 PO Box # 204375  
 Dallas, TX 75320-4375  
 (800) 776-7889

Document Date 3/10/2017  
 Invoice No. USA-51748  
 Customer No. 568543

**Sold To**

Accounts Payable  
 Los Rios Community College District  
 1919 Spanos Ct.  
 Sacramento CA 95825-3981  
 United States

**Shipped To**

Accounts Payable  
 Los Rios Community College District  
 1919 Spanos Ct.  
 Sacramento CA 95825-3981  
 United States

Purchased For 568543 Los Rios Community College

Cust Order No.	Ship Date	Shipping Method	Salesperson	Operator	Sales Order No.	HDA	Memo
0001091503	3/10/2017		Dorsey, Darren	Peters, Lillian	Sales Order #USA-64703	568543	568543 Los Rios Community College District - Subscription Renewal, 1,400 Patch&Remediation Subscription Windows - Subscription March 5, 2017 through March 4, 2018. Folsom Lake College

Description	Qty	Discount	Unit Price	Ext Rate	Additional Info
Patch & Remediation Subscription Windows	300	0	2.76	828.00	
Patch & Remediation Subscription Windows	1,100	0	2.76	3,036.00	

Document Currency US Dollar  
 Terms Net 30

**Remit Check to**  
 HEAT Software USA Inc  
 PO Box # 204375  
 Dallas, TX 75320-4375  
 (800) 776-7889

**Domestic Wires**  
 Wells Fargo Bank, N.A.  
 Acct: #4964604375  
 Routing #: 121000248

**International Wires**  
 Wells Fargo, NA  
 Acct: #4964604375  
 Routing #: 121000248  
 Swift Code: WFBUIUS6

Total Amount Due	3,864.00 \$3,864.00
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Notice: If you choose to pay by Credit Card, there will be a 3% processing fee added to the amount due.