

**LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001095963**

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

Date	Revision	Page
11/22/2017		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1010366 KINGSLEYJ SHEWMAKERN	04ADMN IR	

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

**Supplier:** 0000034838  
 NUVENTIVE LLC  
 9800B MCKNIGHT RD, STE 255  
 PITTSBURGH PA 15237  
  
**Phone:** (412) 847-0280  
**Fax:** (412) 847-0285  
  
**email:** learnmore@nuventive.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	TRACDAT SUBSCRIPTION FEE 12/16/2017 -12/15/2018	1.00 EA	9,400.00	9,400.00	11/22/2017
2- 1	TRACDAT SILVER MANAGED SERVICES- PROFESSIONAL SERVICES (ANNUAL FEE) 12/16/2017 - 12/15/2018	1.00 EA	8,200.00	8,200.00	11/22/2017

TRACDAT SOFTWARE LICENSE SUBSCRIPTION:  
 BASE TRACDAT HOSTED WITH MANAGED SERVICES - WITH 3 YEAR COMMITMENT - BEGINNING IN YEAR TWO THE  
 COMBINED ANNUAL FEE (SUBSCRIPTION AND MANAGED SERVICES) WILL BE \$17,600.00 ANNUALLY-TOTAL THREE YEARS  
 FROM 01/01/2017- 12/31/2019

ANNUAL MAINTENANCE AND SUPPORT IS INCLUDED IN THE ANNUAL SUBSCRIPTION TRAVEL AND EXPENSES RELATED TO  
 THE ON-SITE DELIVERY OF PROFESSIONAL SERVICES AND/OR TRAINING WILL BE BILLED SEPARTELY AT THE COST OF  
 ACTUAL EXPENSES INCURRED

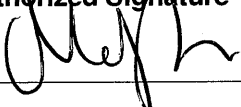
Year Two of our 3 Year Commitment

Sub Total Amount	17,600.00
Sales Tax Amount	0.00
Total PO Amount	17,600.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.CP.PRDO	66000	00000	051C	17,600.00	2018

0001010366KIRKLINK21-NOV-2017

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:** NUVENTIVE LLC  
 9800B MCKNIGHT RD, STE 255  
 PITTSBURGH PA 15237  
 United States

**Phone:** (412) 847-0280      **Fax:** (412) 847-0285  
**email:** learnmore@nuventive.com

0000034838

<b>Business Unit:</b> <b>GENFD    OPEN</b>		
Req ID:	Date	Page
0001010366	11/14/2017	1
Requisition Name: NUVENTIVE, LLC- ANNUAL SUBSCRI		
Requester		Bldg#
Julie Kingsley		IR
Requester Signature		
Buyer:    Nicholas Shewmaker		
Approved:		
Entered By:    KINGSLEJ 14-NOV-2017		

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

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	T TRACDAT SUBSCRIPTION FEE 12/16/2017 -12/15/2018	1	EA	9,400.00	9,400.00	12/08/2017
2-1	TRACDAT SILVER MANAGED SERVICES- PROFESSIONAL SERVICES (ANNUAL FEE) 12/16/2017 & 12/15/2018	1	EA	8,200.00	8,200.00	12/08/2017



Total Requisition Amount:                      17,600.00

TRACDAT SOFTWARE LICENSE SUBSCRIPTION:  
 BASE TRACDAT HOSTED WITH MANAGED SERVICES - WITH 3 YEAR COMMITMENT - BEGINNING IN YEAR TWO THE COMBINED ANNUAL FEE (SUBSCRIPTION AND MANAGED SERVICES) WILL BE \$17,600.00 ANNUALLY-TOTAL THREE YEARS FROM 01/01/2017- 12/31/2019

ANNUAL MAINTENANCE AND SUPPORT IS INCLUDED IN THE ANNUAL SUBSCRIPTION TRAVEL AND EXPENSES RELATED TO THE ON-SITE DELIVERY OF PROFESSIONAL SERVICES AND/OR TRAINING WILL BE BILLED SEPARTELY AT THE COST OF ACTUAL EXPENSES INCURRED

Year Two (January 1, 2018 & December 31, 2018) , of our 3 Year Commitment

<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.CP.PRDO	66000	00000	051C	17,600.00

<b>Approval Signature</b> 	<b>Approval Signature</b>	<b>Approval Signature</b> 
--	---------------------------	---

NUVENTIVE LLC

# INVOICE

9800 B MCKNIGHT ROAD  
SUITE 255  
PITTSBURGH, PA 15237

Date	Invoice #
9/29/2017	53447

VIA  
84838

Bill To:

Folsom Lake College  
Los Rios Community College District  
1919 Spanos Court  
Sacramento CA 95825-3981

*FLC*

P.O. No.	Terms	Due Date	Rep	Rep #2
		12/15/2017	SWJ	

Description	Qty	Item Price	Amount
TracDat Subscription Fee 12/16/2017 - 12/15/2018	1	9,400.00	9,400.00
TracDat Silver Managed Services - Professional Services (annual fee) 12/16/2017 - 12/15/2018	1	8,200.00	8,200.00
<b>Total</b>			\$17,600.00
<b>Payments/Credits</b>			\$0.00
<b>Balance Due</b>			\$17,600.00

LRCCD  
ACCTG OPS

If you should have any questions in regards to this invoice please call toll-free 1-877-366-8700.

**From:** [Haney, Brenda](#)  
**To:** [Kingsley, Julie](#)  
**Cc:** [Senecal, Molly](#)  
**Subject:** PO 0001095963\_ Nuventive LLC /Tracdat  
**Date:** Friday, March 9, 2018 10:18:09 AM  
**Attachments:** [0001095963\\_NUVENTIVE LLC.PDF](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
**Importance:** High

Julie / Molly –

There was no decrease to PO 0001095963\_NUVENTIVE LLC.

- o Amount paid to Nuventive was \$17,600
- o The \$8,067.84 highlighted is accrued to 9220 11 Pre-paid Expense for the portion of this contract that carries over into FY 19, (see contract dates of PO).
- o This budget string will zero out, at close of FY 18 when the accrued 9220 11 Pre-paid Expense posts.
- o With that - available funding in this account string is Zero.

\$ 9,532.16 5600 11 FL.CP.PRDO 66000 00000 2018 051C Expensed to FY 18 for pro-rated portion of Contract that runs within FY 2018 (12/16/17 – 6/30/18)  
 \$ 8,067.84 9220 11 (\$4,308.96 Line# 1 and \$3,758.88 Line# 2), Coded to FY 2019 Pre-paid Expense for pro-rated portion of Contract that runs within FY 2019 (7/1/18 – 12/15/18)  
 \$17,600.00 Total paid to vendor Check# 94-756447 11/30/17

Budget Year	Account String	Current Budget	Pre-Encumbrance	Encumbrances	YTD Expenses	Available Balance
2018	GENFD 5600 11 FL.CP.PRDO 66000 00000 2018 051C	\$17,600.00	\$0.00	\$0.00	\$9,532.16	\$8,067.84
0001010366	0001095963 NUVENTIVE LLC DECREASE	0.00	0.00	0.00	(\$4,308.96) Pending Pre-Paid Expense	\$0.00
0001010366	0001095963 NUVENTIVE LLC DECREASE	0.00	0.00	0.00	(\$3,758.88) Pending Pre-Paid Expense	\$0.00

Business Unit	GENFD	Voucher ID	00504810	53447	Supplier Location	00001				
	Supplier Name		NUVENTIVE LLC							
	Gross Invoice Amount		17,600.00		Transaction Currency USD					
<a href="#">Personalize</a>   <a href="#">Find</a>   <a href="#">View All</a>     First 1 of 1 Last										
Bank SetID	Bank Code	Bank Account	Applied Business Unit	Applied Voucher ID	Payment Reference ID	Payment Date	Payment Amount	Payment Currency	Voucher Paid Amount	Payment Status
GENFD	SCOE	WARR			0094756447	11/30/2017	17,600.00	USD	17,600.00	Paid

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)

**From:** Kingsley, Julie  
**Sent:** Thursday, March 8, 2018 3:11 PM  
**To:** Haney, Brenda <[haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)>  
**Cc:** Senecal, Molly <[SenecaM@flc.losrios.edu](mailto:SenecaM@flc.losrios.edu)>  
**Subject:** Nuventive/Tracdat

Hi Brenda,  
 On budget string : FLC Other/Misc - GENFD 5600 11 FL.CP.PRDO 66000 00000 2018 051C  
 I see that the allocation amount for the Tracdat software is \$17,600.00 but it looks as if two payments have been sent equaling \$9532.06. Is there another payment that needs to be made to Nuventive that will bring the total to the \$17,600.00 amount or was there a decrease in the price on the bid?

I am trying to clear up our budgets for OIR, so that information would be helpful.

Thanks,

Julie Kingsley | Interim Assistant to Molly Senecal, Ed.D, Dean, Planning/Research  
 Folsom Lake College | 10 College Parkway | Folsom, CA 95630  
 ☎ 916.608.6529 | [KingslJ@flc.losrios.edu](mailto:KingslJ@flc.losrios.edu) | [www.flc.losrios.edu](http://www.flc.losrios.edu)