LOS RIOS COMMUNITY COLLEGE DISTRICT

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.

Supplier: 0000028995 VIDEATIVES, INC. 19 THE HOLLOW AMHERST MA 01002

email:

PURCHASE ORDER NO 0001095096

Date	Revision	Page
10/06/2017		1
Payment Terms	Freight Terms	Ship Via
	Shipping Point	Best Met
Reference:		Location / Dept
1010202 SHAN	EY SHEWMAKERN	04ADMN BSS
F F F	OLSOM LAKE COLLE RECEIVING 0 COLLEGE PARKW/ OLSOM CA 95630 Inited States	
Bill To: 1	919 Spanos Court	

Sacramento CA 95825-3981

United States

ne-Sch	Item/Description		Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	RENEWAL OF 12-MONTH INST SUBSCRIPTION TO THE VIDEA STREAMING SERVICE WITH A	ATIVES VIDEO	1.00 EA	450.00	450.00	10/06/2017
	OVER 350 VIDEO TITLES. FUL OF ACCESS FOR ALL AFFILIAT FOLSOM LAKE COLLEGE. SU	L RIGHTS TES OF				
	EXPIRES OCTOBER 26, 2018.					
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PRE-PAY INVO	CE 092017-02 ATTACHED					
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NFD 4303 1	12 FL.VI.VTEA 13050 00000	314A	450.00	2018	-	
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01010202HARMAN	NJ05-OCT-2017					
				х		
rification of you have any	this purchase order can be made questions, please contact the	e using the Los Purchasing Offic	Rios Community Co e at (916)568-307	llege District 1.	web site liste	i below.
tn.//www.losr	ios.edu/purchasing/povalidation					

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 <u>PURCHASE ORDER TERMS AND CONDITIONS</u>

- 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.
- TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
 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.
- NOTICE: Your employees <u>may</u> 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 <u>may</u> 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

.4

Supplier:	VIDEATIVES, INC. 19 THE HOLLOW AMHERST MA 01002 United States email:	0000028995	Business Unit: Req ID: 0001010202 Requisition Name VIDEATIVES, INC. Requester	09/26/2017	OPEN Page 1 Bldg#
Ship To:	RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630-6798		Yvonne Shane Requester Signature	s Shewmaker IEV 26-SEP-:	BSS
Line-Schd	Description		Quantity UOM	Price Ex	tended Amt Due Date
1-1	RENEWAL OF 12-MONTH INSTI SUBSCRIPTION TO THE VIDEAT STREAMING SERVICE WITH AC 350 VIDEO TITLES. FULL RIGH ACCESS FOR ALL AFFILIATES C LAKE COLLEGE. SUBSCRIPTIC OCTOBER 26, 2018.	TIVES VIDEO CESS TO OVER TS OF OF FOLSOM ON EXPIRES		450.00	450.00 10/13/2017
		<u>T</u>	otal Requisition Amount:		450.00
INVOICE 09 INVOICE DA	2017-02 NTE: 9/20/17				
REQUESTE	D BY MARSHA PERALTA FOR ECE				
TOTAL COS	T: \$450.00 USD				*
	<u>cct Fd</u> <u>Org</u> <u>Prog Sub</u> 603 12 FL.VI.VTEA 13050 00000		<u>nount</u> 50.00		j.
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	Purchases Charged to Catagorica				
	chase is in compliance with the r ts/special projects $3/4A$	equirement of <u>/</u> Eligible i	IEA instructio	nal	
Approva	LSignature Appr	ova Signature	Appro	oval Signatur	e
5					

See What Children Know™ Videatives, Inc.

Invoice

Ship to: (Internet subscription)

19 the hollow amherst massachusetts 01002 Phone: 413 256 8846 Email: email@videatives.com Website: www.videatives.com

 Invoice #:
 092017-02

 Invoice Date:
 September 20, 2017

 Customer ID:
 Tax ID# 52-2421378

Mail Payment To:

Bill To: Vonnie Shane Administrative Assistant Dale van Dam, Dean of Instruction Folsom Lake College 10 College Parkway Folsom, CA 95630

Videatives, Inc. 19 The Hollow Amherst, Massachusetts 01002

Date	Product/S	ervice Description				Cost	
Sep 20, 2017	streaming	of 12-month Institutional subscri service with access to over 350 liates of Folsom Lake College.	video titles. Fu	Il rights of acc		\$450	.00 USD
1	tem	Description	Hourly Rate	Number of	Unit Price	e T	otal

Date	Item	Description	Hourly Rate	Number of Hours	Unit Price	Total
					Тах	\$00.00
					Shipping	no charge

REMIT TO:VideaTax ID:52-2Date:9/20Amount Due:\$450.Amount Enclosed:

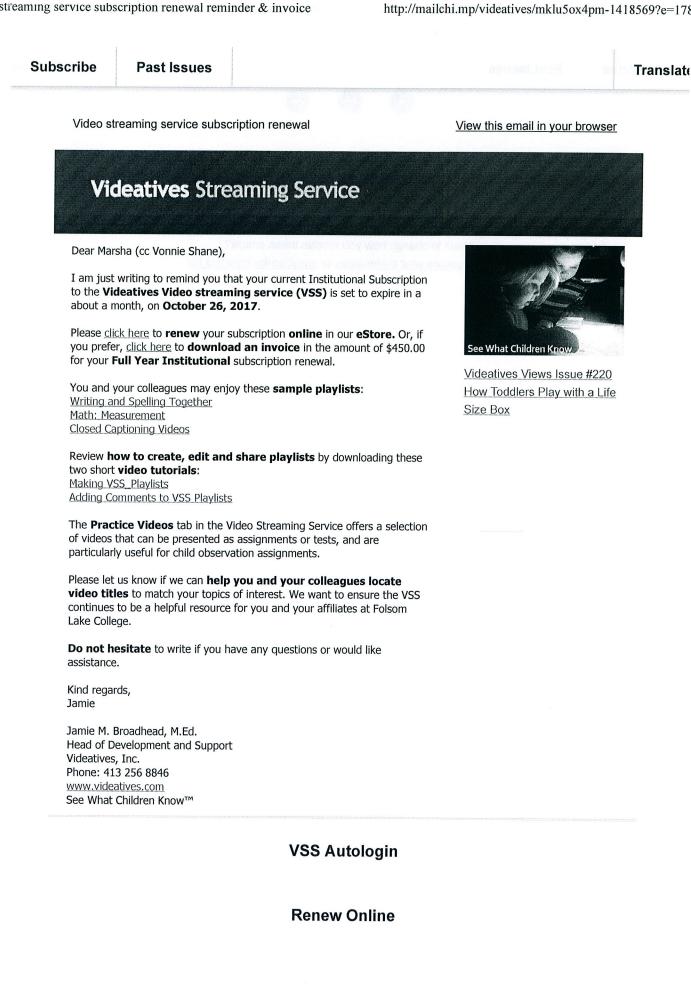
Videatives, Inc 52-2421378 9/20/17 \$450.00 USD <u>Click here</u> to renew online in our eStore, or go to: https://videatives.com/node/1858

Balance Due

\$450.00

USD

videatives



9/26/2017 11:26 AM

From:	Haney, Brenda
To:	Shane, Vonnie
Cc:	Daly, Lisa: Maryatt, Victoria: Alexander, John
Subject:	PO Status for OLR#_0001010202_VIDEATIVES
Date:	Friday, October 13, 2017 10:17:43 AM
Attachments:	OLD-# 0001010202 VIDEATINES INC ODE
Importance:	High

Hi Vonnie

Thanks for your Purchasing Inquiry re: OLR#_000101202_VIDEATIVES

- District Purchasing kicked this OLR back to us. for a change in budget code. (see below), we are submitting budget transfer, and requesting DO to post today.

0001010207

o Once posted, we will ask prefraining to dispatch PO to vendor at prefer to once posted, we will ask prefraining to dispatch PO to vendor at prefer to once posted, we will ask prefraining to dispatch PO to vendor at prefixed will be forwarded to Accounting for remittance in our 10/19 check run.
 o As this subscription expires on 10/26/17 - you may want to email vendor with this payment information, (check number can be viewed in PS PO History on 10/20/17), to avoid any lapse in service).

Hi Brenda,

This one did come back to me and Anita believes this should be a 4303 as it has been in the past.

GENED

4303 INSTRUCTIONAL SOFTWARE This account is used to record expenditures for software used for instructional purposes, not included with the purchase of computer hardware, and having a purchase price of less than \$200. Recurring annual instructional subscriptions or fees for student on-line access are also charged to this account.

VIDEATIVES, INC.

Thanks, Nick

Brenda Haney Folsom Lake College | 10 College Parkway | Folsom, CA 95630 916.608.6635 | M haneyb@fic.losrios.edu

-----Original Message-----

-----Uriginal Message-----From: Shane, Vonnie Sent: Thursday, October 12, 2017 4:19 PM To: Haney, Brenda Anaeyb@ftc.losrios.edu> Cc: Daly, Lisa <-DalyL@ftc.losrios.edu>; Maryatt, Victoria <-MaryatV@ftc.losrios.edu>; Alexander, John <-AlexanJ@ftc.losrios.edu> Subject: RE: Video streaming service subscription renewal reminder & invoice

Hi Brenda.

A requisition (1010202) was prepared on 9/26/17 and submitted to VPI on the same day. Can you kindly give us the status of this PO?

Thank you,

Vonnie Shane Administrative Assistant/Career & Technical Education Classified Senate President Folsom Lake College, 10 College Parkway, Folsom, CA 95630 (916) 608-6927

-----Original Message-----From: Maryatt, Victoria Sent: Thursday. October 12, 2017 3:57 PM Sent. Thirdsay, Cucloue, 2, 2017-337 PM To: Daly, Lisa -Qaly(@flc.bsrios.edu/; Shane Vonnie <<u>ShaneY@flc.lssrios.edu</u>> Cc: Alexander, John <<u>Alexanl@flc.lssrios.edu</u>>; Mitchiner, Brandi <<u>MitchiB@flc.lssrios.edu></u> Subject: RE: Video streaming service subscription renewal reminder & invoice

We did the requisition at least a week, if not two weeks ago. Vonnie can see where the req is in the process.

Vicky Maryatt Dean of Career and Technical Education Folsom Lake College 10 College Parkway Folsom, CA 95630 916-608-6925

High risk data including social security numbers are not sent by this office unless encrypted. Agencies corresponding with this office should encrypt all high risk data before transmitting to this office. Thank you,

--Original Message----From: Daly, Lisa Sent: Thursday, October 12, 2017 2:06 PM To: Maryatt, Victoria <<u>MaryatV@flc.losrios.edu</u>>; Shane, Vonnie <<u>ShaneY@flc.losrios.edu</u>>; Peralta, Marsha <<u>peraltm@flc.losrios.edu</u>>; Cc: Alexander, John <<u>Alexand@lc.losrios.edu</u>; Mitchiner, Brandi <<u>MitchiB@ltc.losrios.edu</u>; Subject: RE: Video streaming service subscription renewal reminder & invoice

I am following up to see where we are in the process of renewing our Videative subscription. Faculty use the subscription on a regular basis and I want to make certain that the renewal happens before our subscription expires

Thank you.

Lisa

From: Maryatt, Victoria Sent: Friday, September 22, 2017 11:12 AM To: Shane, Vonnie; Daly, Lisa; Peralta, Marsha Cc: Alexander, John; Mitchiner, Brandi Subject: RE: Video streaming service subscription renewal reminder & invoice Awesome, Vonnie! Thanks

From: Shane, Vonnie Sent: Friday, September 22, 2017 10:52 AM To: Daly, Lisa; Maryatt, Victoria; Peralta, Marsha Cc: Alexander, John; Mitchiner, Brandi Subject: RE: Video streaming service subscription renewal reminder & invoice

I have a copy of the requisition and invoice for last year's renewal. I am happy to work with Brandi to get this completed.

[cid:image003.jpg@01D33390.DE631920]Vonnie Shane Administrative Assistant/Career & Technical Education Classified Senate President Folsom Lake College, 10 College Parkway, Folsom, CA 95630 (916) 608-6927

From: Daly, Lisa Sent: Thursday, September 21, 2017 1:29 PM Sent: Initisati, september 21, 2017 125 PW TO: Marqut, Urching Adaparty@Ell.comics.edu>; Peralta, Marsha <peraltm@flc.losrios.edu> Cc: Shane, Vonnie <<u>ShaneY@flc.losrios.edu</u>>; Alexander, John <<u>AlexanJ@flc.losrios.edu></u>; Mitchiner, Brandi <<u>MitchiB@flc.losrios.edu></u> Subject: RE: Video streaming service subscription renewal reminder & invoice

From:	Maryatt, Victoria
To:	Harman, Joany
Cc:	Mitchiner, Brandi; Shane, Vonnie; Haney, Brenda
Subject:	RE: Videatives 0001010202
Date:	Friday, October 13, 2017 10:08:26 AM
Attachments:	image004.png image005.png

Well that makes sense when reading the software codes. This is not a new original purchase, but a renewal of last year's accounting. Kindly,

Vicky Maryatt Dean of Career and Technical Education Folsom Lake College 10 College Parkway Folsom, CA 95630 916-608-6925



High risk data including <u>social security numbers are not sent by this office unless encrypted</u>. Agencies corresponding with this office should encrypt all high risk data before transmitting to this office. Thank you.

From: Harman, Joany
Sent: Friday, October 13, 2017 10:06 AM
To: Maryatt, Victoria <MaryatV@flc.losrios.edu>
Cc: Mitchiner, Brandi <MitchiB@flc.losrios.edu>; Shane, Vonnie <ShaneY@flc.losrios.edu>; Haney, Brenda
<haneyb@flc.losrios.edu>
Subject: Videatives 0001010202

Vicky,

District Purchasing has requested that we change the account code on the Videatives OLR 0001010202 from 5603 to 4303. I have submitted the transfer below in order to make this happen. No further action is required, just keeping you in the loop.

Thank you,

1. 11

Jany Harman								
Business Unit	Account	Fund	Dept	Program	Class	Budget Period	Project	Amount
GENFD	4303	12	FL.VI.VTEA	13050	00000	2018	314A	450
GENFD	5603	12	FL.VI.VTEA	13050	00000	2018	314A	(450)

Joany Harman | Business Services Supervisor

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