

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

PURCHASE ORDER NO 0001074639

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date	Revision	Page
12/19/2013		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
760689 DWCAMPUS KARNITZK	03WTR1200	

Vendor: 0000002632
 IBM CORP
 ATTN MARJORIE FITZSIMMONS
 PO BOX 643600
 PITTSBURGH PA 15264-3600

Phone: (312) 651-3962
 Fax: (800) 314-1092

email: msfritzi@us.ibm.com

Ship To: LRCCD DISTRICT OFFICE
 RECEIVING
 1919 SPANOS COURT
 SACRAMENTO CA 95825-3981
 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	IBM SPSS STATISTICS BASE ACADEMIC AUTHORIZED USER TERM LICENSE SUBSCRIPTION AND SUPPORT D0EYKLL FROM 01/02/14 THRU 01/31/15	200.00 EA	47.25	9,450.00	12/19/2013

PER QUOTE 163311158
 SAP CUSTOMER NO. 3212962
 IBM CUSTOMER NO. 5701706

FY2013 PO 0001069777

Sub Total Amount	9,450.00
Sales Tax Amount	0.00
Total PO Amount	9,450.00


BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4303	11	CR.VI.HMSS	22000	00000	041A	1,890.00	2014
GENFD	5601	11	SC.VI.DAVS	60100	00000	033E	425.25	2014
GENFD	5603	11	AR.VI.BVSS	22000	00000	041A	787.00	2014
GENFD	5603	12	AR.VI.BVSS	22000	00000	700P	2,048.00	2014
GENFD	5603	12	FL.VI.ARO6	20000	00000	700P	2,835.00	2014
GENFD	5603	12	SC.VI.BVSS	20010	00000	700P	1,417.50	2014
GENFD	5603	12	SC.VI.HPAD	15060	00000	700P	47.25	2014

 **E-MAILED**
 12/19/13

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
 12/19/13

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

Req. No. 735727
P.O. NO.

Vendor Code 2632 DATE December 2, 2013
 Approved VENDOR IBM
 Terms ADDRESS PO BOX 16431600
 F.O.B. CITY PITTSBURGH STATE PA ZIP 15264-3600
 PHONE (312)651-3962 FAX

DELIVERY INSTRUCTIONS

04ADMIN
Location Code
FCC ADMIN
College/District Location Department
INSTRUCTION
Division Date Required

ITEM	DESCRIPTION	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	IBM SPSS BASE ACADEMIC USER TERM LICENSE	60	47.25 →		2'835.00
2	SUBSCRIPTION AND SUPPORT				
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects
 This purchase is in compliance with the requirements of Lottery
 Program Name
 Program Director/Coordinator Signature [Signature] For grants/special projects Instructional Software Renewal
 Project/Grant Number
 Sales Tax **Total** \$ 2,835.00

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: JAE A. ANDERSON TYPED/PRINT DATE 12.9.2013
 REQUESTED BY: [Signature] SIGNATURE DATE 12.9.2013
 AUTHORIZED: [Signature] DEAN OR AUTHORIZED SIGNATURE DATE 12/10/2013
 APPROVED: [Signature] VICE PRESIDENT, ADMINISTRATION DATE 12/13/13

GENFD / 5603 / 12 / FL.VI.AROU				
Bus. Unit	Account *	Fund	Org	
20000	00000	2014	700P	\$ 2'835.00
Program	Sub-Class	BY	Proj/Grnt	Amount
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

2013-2014 SPSS SITE LICENSE RENEWAL

SPSS Base Price Quote: \$8,218 for 200 Concurrent Users (Sold in 50 increments)

Revised 12-12-12fy

College/Department	# of Users	Cost per User	Projected Total Cost	*Tables 2013-14
ARC:				
Behavioral/Social Sciences , Carlos Reyes, Interim Dean (cc: Yujiro Shimizu and Margaret Scott)	60	\$47.25	\$ 2,835.00	
ARC Research Office , Jane De Leon, Dean (cc: Jim Barr, Cathie Browning)	0	\$0.00	\$ -	
CRC:				
Humanities/Social Sciences , Ginny McReynolds, Dean (cc: Jeanne Edman)	40	\$47.25	\$ 1,890.00	
CRC Research Office , Kathy McLain, Dean (cc: Brad Brazil)	0	\$0.00	\$ -	
DO Office of Institutional Research				
Betty Glyer-Culver, Minh La, Flora Yen	0	\$0.00	\$ -	
FLC:				
FLC Research Office Chris Olson	0	\$0.00	\$ -	\$0.00
Instruction , David Newnham, VP-Instruction (cc: Jae Anderson)	60	\$47.25	\$ 2,835.00	
SCC:				
Humanities & Fine Arts , Chris Iwata, Dean	1	\$47.25	\$ 47.25	
Behavioral/Social Sciences , Frank Malaret, Dean (cc: Alan Keys)	30	\$47.25	\$ 1,417.50	
SCC Research Office , Marybeth Buechner, Dean (cc: Jay Cull, Anne Danenberg)	0	\$0.00	\$ -	
Davis Center , Don Palm, Dean	9	\$47.25	\$ 425.25	
Extra IBM Pricing Requirement		\$47.25	\$ -	
Total	200		\$ 9,450.00	\$0.00

\$ 9,450.00
(Total P.O)

of Users based on 2014-2015

SPSS Quote for Base: \$9450/200 =

\$ 47.25 per unit

\$9,450.00

Note: No sales taxes involved as the renewal code is downloaded directly from IBM/SPSS.

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



Quotation Number: 16280475
 IBM Contact: MARJORIE FITZSIMMONS
 Phone Number: 1-312-651-3962

23-Oct-2013

SAP Customer Number: 3212962
 IBM Customer Number: 5701706

Quote Effective Date: 23-Oct-2013
 Quote Expiration Date: 31-Jan-2014

Customer:
 Attn: Flora Yen
 Los Rios Community College District
 1919 Spanos Ct
 LRCCD DISTRICT OFFICE, Receiving
 SACRAMENTO CA 95825
 UNITED STATES

Payer: 3212962
 Los Rios Community College District
 1919 Spanos Ct
 LRCCD DISTRICT OFFICE, Receiving
 SACRAMENTO CA 95825
 UNITED STATES

Item	Part Number	Quantity	Unit Price	Extended Amount
IBM SPSS Statistics Base Academic Authorized User Term License Subscription and Support 12 Months				
001	D0EYKLL	200	47.25	9,450.00
02-Jan-2014 - 31-Jan-2015				
IBM SPSS Custom Tables Academic Authorized User Term License Subscription and Support 12 Months				
002	D0EYALL	1	259.90	259.90
02-Jan-2014 - 31-Jan-2015				
Applicable tax will be recalculated at the time of order processing.				
Subtotal in USD:				9,709.90
Total in USD:				9,709.90

Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.



Quotation Terms and Conditions

1. The prices listed above are based on the Program(s) being licensed under the terms of the IBM International Program License Agreement ("IPLA") and the License Information ("LI") that can be viewed at <http://www-306.ibm.com/software/sla/sladb.nsf/> and are included with the shipment of the Program, or for electronic delivery included with the product download instructions. Software Subscription and Support (Software Maintenance) is governed by the IBM International Agreement for the Acquisition of Software Subscription and Support ("IAASSS"), which is available upon request. This quotation is expressly conditional on acceptance of such terms. No additional terms will apply without IBM's prior, express written consent.
2. More detailed information about Support can be found in the IBM Software Support Guide, located at <http://techsupport.services.ibm.com/guides/handbook.html>.
3. Price quoted does not include any VAT/GST/sales tax. Applicable sales tax/VAT/GST will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.*
4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order or sign this quotation form to confirm your acceptance of these terms.**
5. Prices set forth in this Quote are valid only through the "Quote Expires" date above. Any discounts offered herein are subject to change if item(s) or quantity ordered do not match those listed in this Quote.
6. Net Payment of the Total Fees is due upon receipt of invoice from IBM. ***
7. Shipping is FOB Origin.
8. You acknowledge and agree that this transaction is to be conducted in the language of this quote, and agree that the terms of the agreement (including this form and the IPLA, LI and IAASSS) as written are valid and enforceable. ***
9. IBM shall have the right to verify your compliance with the license terms on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold. If you are a Business Partner you will procure that IBM has the right to verify the End User's compliance with the license terms in accordance with this paragraph.
10. Unless otherwise agreed, IBM may make partial shipment of Programs making up one order.
11. This quotation is conditional on satisfactory credit checks being performed and a sufficient credit limit being in place at the time of placing the purchase order ("PO"). In the absence of this, IBM reserves the right to reject the PO, to require up-front payment or require that a satisfactory payment guarantee be put in place prior to processing the PO.
12. This Quote, and the documents referenced herein, including but not limited to the IPLA, LI and IAASSS in Item 1 above, constitute the entire agreement between the parties (and where relevant the End User) in connection with the subject matter includes, and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.

* For Customers in Brunei, Indonesia, Philippines, Vietnam, Malaysia, Thailand, Hong Kong, Taiwan, or Macau Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax or other local tax. Applicable sales or local tax/VAT/GST will be added upon invoicing. Should you be required under any law or regulation of any government entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made. The End User is responsible for any personal property taxes for the Programs, and/or Software Maintenance from the



Argentina, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Costa Rica, Croatia, Cuba, Dominican Republic, Ecuador, El Salvador, Guam, Guatemala, Haiti, Honduras, Hungary, Luxembourg, Marshall Islands, Mexico, Federated States of Micronesia, Nicaragua, Northern Mariana Islands, Palau, Panama, Paraguay, Peru, Puerto Rico, Romania, Serbia and Montenegro, Turkmenistan, Uruguay, and Venezuela.

Agreed to:
'Customer'

Agreed to:
Local International Business Machines Delegate

By _____
Authorized Signature

By _____
Authorized Signature

Name (type or print):

Name (type or print):

Date:

Date:

