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.

Revision

PURCHASE ORDER NO 0001090273

Page

Payment Terms Freight Terms NET 30 Shipping Point

Ship Via Best Metho

Reference: 807141 ADKINS POGUE KALDANIJ Location / Dept

02LIB309

Ship To:

COSUMNES RIVER COLLEGE

RECEIVING

8401 CENTER PARKWAY SACRAMENTO CA 95823

United States

Bill To:

Date

12/14/2016

1919 Spanos Court

Sacramento CA 95825-3981

United States

Fax: email:

Phone:

Tax Exempt? N

Line-Sch Item/Description

Supplier: 0000038278 PROQUEST LLC 789 E EISENHOWER PKWY

ANN ARBOR MI 48108

DDA EBOOKS

(800) 521-0600

(888) 241-5612

Quantity UOM 1.00 CHG

PO Price 20,000.00

20,000.00

Extended Amt

12/05/2016

Due Date

PREPAY

1- 1

DISTRICT WIDE JOINT PURCHASE OF EBOOKS

Sub Total Amount Sales Tax Amount **Total PO Amount**

20,000.00 20,000.00

BU GENFD GENFD GENFD GENFD	Acct 6303 6303 6303 6303	11 12 12	Orq SC.VI.LRNC AR.VI.LIBR CR.VS.LRCT FL.VI.LIBR	61200 61200 61200	00000 00000	548E · 700P	Amount 6,000.00 8,000.00 3,800.00	BYear 2017 2017 2017
GENED	0303	12	FL.VI.LIBR	61200	00000	700₽	2,200.00	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.

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

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.
- ROB 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 <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.

Los Rios Community College District

Page 1 of 1	_	Rec	uisition		R	eq. No.	807141			
Vendor Code	DATE 11/21/16			P.	O. NO.					
Approved by / Date	VENDOR ProQuest	LLC				DELIVERY INSTRUCTIONS				
Reviewed by / Date	ADDRESS 789 E.	Eisenhow	er Parkway			02LIB309				
Dispatched Method / Date				8106-1	346 College/Dis	Location C CRC trict Location	Library Department			
_	PHONE	FAX			I Division	LRCT	n/a Date Required			
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joint pur	chase of ebooks.									
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Stacia Th	iessen*(FLC), Ke	vin Flash	*(SCC), and							
Deborah O	ndricka*(ARC) */	Authorize	d Signers							
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INVOICE

Fed ID: 39-2053855

Please	quote	details	below	in	case	of	inquir	,

ENVELOPE:

P-999905069

ACCOUNT NO 11801E70	INVOICE DATE 07-Nov-2016	INVOICE NO P-999905069	PAYMENT TERMS NET 30	DUE DATE 07-Dec-2016	CURRENCY U.S. Dollars	PAGE NO Page 1 of 1		
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4			н					
ATTN: LRC			ATTN:	ANDI ADKINS POQUE				
	ADKINS POQUE		P COSUM	NES RIVER COLLEGE				
	RIVER COLLEGE		8401	CENTER PARKWAY				
8401 CENTER PARKWAY			▼ SACRAMENTO CA 95822					
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ISBN **CUST ORDER No/REF** TITLE **AUTHOR** QUANTITY LIST PRICE **UNIT PRICE** NET PRICE 900 1 20,000.00 USD 20,000.00 20,000.00 DDA Ebooks Invoice Total (USD) 20,000.00

Please Contact Your Customer Service Rep to Arrange For Returns
All book returns to the following address:

7309 INNOVATION BLVD FORT WAYNE, IN 46818 USA Wire instructions to our depository

Bank of America 12099 Rockville Pike Rockville, MD 20852

ABA Routing No: 026009593 SWIFT Code: BOFAUS3N

For the account of: ProQuest LLC Account No: 446026671857

Please send remittance and inquiries to cashoffice@proquest.com

ACH payment instructions

Bank Of America

ABA Routing No: 052001633

Account Name: ProQuest LLC

Account No: 446026671857

ProQuest LLC

(Rev. December 2014) Department of the Treasury

Form 1099-INT (interest earned or paid)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

. Form 1099-B (stock or mutual fund sales and certain other transactions by

Form 1099-K (merchant card and third party network transactions)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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11	Name (as shown on your incom	e tax return). Name is re	equired on this line;	; do not leave this line blank.									
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ProQuest LLC - EIN 39-2053855 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: individual/sole proprietor or C Corporation S Corporation Partnership Tn. single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line the tax classification of the single-member owner. Other (see instructions) ► 6 Address (number, street, and apt. or suite no.) 789 E. Elsenhower Parkway						Trust/estate 4 Exemptions (codes apply or certain entities, not individuals; instructions on page 3): Exempt payee code (if any)							only to is; see
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3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Adkins Pogue, Andi



From: Thiessen, Stacia S.

Sent: Monday, November 14, 2016 12:20 PM

To: Adkins Pogue, Andi

Cc: Telles, James; Brinkley, Amy; George, Tanya

Subject: RE: Invoices for payment approval

Hi Andi,

Please use the following Budget string for FLC's portion of the ProQuest eBook purchase:

GENFD 6300 12 FL.VI.LIBR 61200 00000 2017 700P - \$2,200

ProQuest – DDA Profile (\$ 20,000)

o ARC - \$ 8,000

o CRC - 3,800

o FLC - 2,200

o SCC - 6,000

\$ 20,000

Thank you, Stacia

Adkins Poque, Andi



Flash, Kevin

Sent: Wednesday, November 16, 2016 3:34 PM

To: Adkins Pogue, Andi

Cc: Chenu-Campbell, Catherine; Cross, Dolores; Robinson, Mary Ann

Subject: FW: Invoices for payment approval

Attachments: DDA invoice.pdf; HW Wilson Reference Shelf Invoice.pdf

Andi,

The attached are approved for funding for SCC's portion with the account strings below.

Kevin Flash

From: Chenu-Campbell, Catherine

Sent: Wednesday, November 16, 2016 12:02 PM

To: Flash, Kevin <FlashK@scc.losrios.edu>

Cc: Cross, Dolores < CrossD@scc.losrios.edu>; Robinson, Mary Ann < RobinsM@scc.losrios.edu>

Subject: FW: Invoices for payment approval

Hi Kevin -

Would you send this back along to Andi Adkins-Pogue at CRC with your approval? Thanks!

Please use account GENFD 6300 11 SC.VI.LRNC 61200 00000 2017 041A from Sacramento City College in the amount of \$6000.00 for our portion of the eBook purchase through Proquest.

Please use account GENFD 6300 11 SC.VI.LRNC 61200 00000 2017 041A from Sacramento City College in the amount of \$272.85 for our portion of the eBook purchases through HW Wilson.

From: Robinson, Mary Ann

Sent: Thursday, November 10, 2016 4:33 PM

To: Chenu-Campbell, Catherine

Subject: FW: Invoices for payment approval

Hmmm, I'm sure we talked about where SCC's contribution would come from. I'm assuming it's the program plan.. Could you please insert the budget string in this message to Kevin and I'll sent it to him for signature.

Thank you! Mary Ann

Please use account GENFD 6300 11 SC.VI.LRNC 61200 00000 2017 041A from Sacramento City College in the amount of \$6000.00 for our portion of the eBook purchase through Proquest.

Please use account GENFD 6300 11 SC.VI.LRNC 61200 00000 2017 041A from Sacramento City College in the amount of \$272.85 for our portion of the eBook purchases through HW Wilson.

From: Adkins Pogue, Andi

Sent: Thursday, November 10, 2016 3:51 PM

Adkins Pogue, Andi



From: Ondricka, Deborah

Sent: Monday, November 14, 2016 10:38 AM
To: Adkins Pogue, Andi; Squire, Martha
Cc: Montgomery, Tammy; Thomas, Carissa

Subject: FW: Invoices for payment approval -- ProQuest & HW Wilson **Attachments:** DDA invoice.pdf; HW Wilson Reference Shelf Invoice.pdf

Hi Andi,

Please use account GENFD 6300 12 AR.VI.LIBR 61200 00000 2017 548E from American River College in the amount of \$8000.00 for our portion of the eBook purchase through Proquest.

Please use account GENFD 6300 12 AR.VI.LIBR 61200 00000 2017 548E from American River College in the amount of \$363.80 for our portion of the eBook purchases through HW Wilson.

Thank you,

Deb

Deborah Ondricka Technical & Access Services Librarian American River College 4700 College Oak Drive Sacramento, CA 95841 916.484.8644

From: Squire, Martha

Sent: Monday, November 14, 2016 9:30 AM
To: Ondricka, Deborah <ondricd@arc.losrios.edu>
Subject: FW: Invoices for payment approval

Hello Deb,

Could you please send an authorization signature and budget string to Andi for the two attached invoices?

Please let me know if there are any questions.

Thanks in advance!

Martee

Martha "Martee" Squire Public Services Librarian American River College (916) 484-8855 www.arc.losrios.edu/library prepaid MTS account is a separate account from a seller's permit for the sales of tangible personal property.

For more information about this program, please read our guide *Prepaid Mobile Telephony Services (MTS) Surcharge* (http://www.boe.ca.gov/industry/prepaid_mts_surcharge.html).

Note: This publication summarizes the law and applicable regulations in effect when the publication was written, as noted above. However, changes in the law or in regulations may have occurred since that time. If there is a conflict between the text in this publication and the law, decisions will be based on the law and not on this publication.

Some Internet sales are not taxable

Common exempt transactions

Some of your Internet sales—including sales for resale, sales of cold food products, and sales delivered outside of California—may *not* be subject to California sales or use tax. Common exemptions are described in publication 73 (boe.ca.gov/pdf/pub73.pdf), *Your California Seller's Permit.* More detailed information is found in publication 61 (boe.ca.gov/pdf/pub61.pdf), *Sales and Use Taxes: Exemptions and Exclusions.*

Products electronically transmitted to customers

Your sale of electronic data products such as software, data, digital books (eBooks), mobile applications, and digital images is generally not taxable when you transmit the data to your customer over the Internet or by modem. However, if as part of the sale you provide your customer with a printed copy of the electronically transferred information or a backup data copy on a physical storage medium such as a CD-ROM, your entire sale is usually taxable.

An eBook is an *electronic* version of a traditional print book that can be read by using a tablet computer or by using an eBook reader. Users can purchase an eBook on diskette or CD, but the most popular method of getting an eBook is to purchase a downloadable file of the eBook without purchasing any physical storage medium. A mobile application, also known as a "mobile app", is computer software designed for use on a smartphone or tablet computer.