

# LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001094024

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

Date	Revision	Page
08/02/2017		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1009730 HENDRICKST SHEWMAKERN	04CYPH246 TUTORING	

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

**Supplier:** 0000035760  
 TUTOR.COM  
 555 WEST 18TH ST  
 NEW YORK NY 10011

**Phone:** (800) 411-1970  
**Fax:** (646) 532-4424

**email:** KEVIN.DONALDS@TUTOR.COM

**Ship To:** FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630-6798  
 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	ONE YEAR LICENSE - ONLINE WEB-BASED TUTORING SERVICES JULY 1, 2017 THROUGH JUNE 31, 2018	1.00	EA	10,000.00	10,000.00	05/01/2018

Please see attached Service Order of Master Agreement - Exhibit A  
 Dated July 1, 2017

This agreement runs from July 1, 2017 through June 31, 2018

LIVE, ONE-TO-ONE CUSTOMIZED TUTORING SERVICES:

-TUTOR.COM FOR HIGHER EDUCATION (ENGLISH)\*  
 24 HOURS A DAY

-Write Tutor (tm) Writing Center

Total: 313 hours\*\*

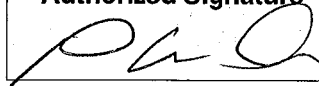
-Predictive Insights Data Analytics fee waived

Sub Total Amount	10,000.00
Sales Tax Amount	0.00
Total PO Amount	10,000.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	Year
GENFD	5603	12	FL.VI.BSKL	64900	00000	572H	10,000.00	2018

0001009730KIRKLINK31-JUL-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**  
 8-3-17

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

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

ARC CRC SCC FLC DO IT FM OTHER
[ ] [ ] [ ] [X] [ ] [ ] [ ] [ ]

Agreement/Contract With: TUTOR.COM

State the business terms of agreement: Live, one to one customized tutoring services for a total of 313 hours.

This agreement consists of the following documents: Master Service Agreement

Funding Source: Basic Skills Amount \$ 10,000.00

I have read and agree with the terms of this agreement:

[X] By: [Signature] G. Hartley Date: 6-21-17
Area Manager/Supervisor (Print name)

College VPA, DO-AVC, FM Director

I approve as to Substance

[X] By: Joany Harman Joany Harman Date: 6/22/17
(Print name)

Risk Management

[ ] By: Date:

General Services

[ ] By: Date:
Associate Vice Chancellor, Finance

General Counsel (When necessary)

[ ] Changes necessary as specified on the document or on the attached memorandum.

[ ] Approved as to form.

[ ] By: Date:
General Counsel

Los Rios Community College District

[ ] By: Date:

[ ] Vice Chancellor of Finance and Administration [ ] Deputy Chancellor, Ed & Tech.

**EXHIBIT A**

**SERVICE ORDER OF MASTER SERVICE AGREEMENT**

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated July 1, 2017 between Tutor.com, Inc. ("Tutor.com") and Folsom Lake College (the "College/University").

<b>Primary Contact</b>	<b>Tutor.com Primary Contact</b>	<b>Tutor.com Billing Contact</b>
Name: Samuel Raskin	Name: Ruth Nuss	Name: Customer Invoicing
College/University: Folsom Lake College	Address: 555 West 18 <sup>th</sup> Street	Address: 555 West 18 <sup>th</sup> Street
Address: 10 College Parkway	Address:	Address:
City, St, Zip: Folsom, CA 95630-6798	City, St, Zip: New York, NY 10011	City, St, Zip: New York, NY 10011
Telephone: (916) 608-6807	Telephone:	Telephone: 212-528-3101 x239
Fax:	Fax:	Fax: 646-619-4439
Email: RaskinS@flc.losrios.edu	Email: ruth.nuss@tutor.com	Email: customerinvoicing@tutor.com

\*Payments to Tutor.com should be sent to: Tutor.com, 62996 Collection Center Drive, Chicago, IL 60693-0629.

**Term of Service Order:** The initial term of this Service Order (the "Initial Term") shall be for one (1) year and shall automatically renew for an additional one (1) year period unless either party notifies the other in writing no less than thirty (30) days prior to the end of the Initial Term that the Agreement shall terminate at the end of the Initial Term.

**Ordered Services and Fees:** Tutor.com agrees to provide the College/University with the following Services and the College/University agrees to pay Tutor.com the fees set forth below. Tutor.com reserves the right to change the fees for the Renewal Period by giving College/University written notice of such change no later than sixty (60) days prior to the end of the Initial Term. If Tutor.com increases such fees for the Renewal Term, College/University shall have the right to terminate this Agreement by written notice given to Tutor.com within fifteen (15) days following College/University's receipt of such notice of fee change.

<b>Client Location and Description of Services</b>	<b>Locations Served</b>	<b>Start Date</b>	<b>End Date</b>	<b>Price</b>
<b>Live, One-To-One Customized Tutoring Services:</b> <ul style="list-style-type: none"><li>Tutor.com for Higher Education (English)* 24 Hours a day</li><li>WriteTutor™ Writing Center</li></ul>		07/01/2017	06/30/2018	<b>\$32.00/Hour</b>
<b>Total Hours: 313 hours**</b>				<b>\$10,000.00</b>
<ul style="list-style-type: none"><li>Predictive Insights Data Analytics</li></ul>				<b>waived</b>
<b>Total</b>				<b>\$10,000.00</b>
<b>Notes:</b>  Tutoring hours to be billed monthly in arrears based on actual tutoring usage and will be payable within 30 days of receipt of the invoice. <b>Payments to Tutor.com should be sent to: Tutor.com, 62996 Collection Center Drive, Chicago, IL 60693-0629.</b>				

\* New subjects may have more limited hours

Prices set forth in the Agreement do not include sales tax. Sales tax, if applicable, will be included in the invoice sent by Tutor.com to Client, unless Client provides a sales tax exemption certificate.

<p style="font-size: 15px;">All NSUOK students are eligible for up to 10 hours of tutoring per semester online. For a full list of tutoring resources available on NSU campuses, go to <a href="www.nsuok.edu/tutoring">www.nsuok.edu/tutoring</a>.</p>



555 West 18th Street  
 3rd Floor  
 New York, New York 10011  
 Phone 800-444-0189

<b>Invoice</b>	INV-000007726
<b>Date</b>	7/31/2017
<b>Due Date</b>	8/30/2017
<b>Page</b>	1

Bill To:

Folsom Lake College 100 College Parkway Folsom CA 95630
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Send Payments To:

Tutor.com 62996 Collection Center Drive Chicago IL 60693-0629  Tax ID: 04-3441166
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Purchase Order No.	Customer ID	Payment Terms	Master No.
0001094024	0000100013	NET 30	7,755

Quantity	Item Number	Description	Tax	Unit Price	Ext. Price
1	COLLEGE CENTER  RCVR# 1079788	Tutor.com College Center Program  July 2017 5.76 hours	0.00	184.32	184.32

<b>Subtotal</b>	184.32
<b>Misc</b>	0.00
<b>Tax</b>	0.00
<b>Freight</b>	0.00
<b>Trade Discount</b>	0.00
<b>Invoice Total</b>	184.32