LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001100405

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

Phone: Fax:

(800) 411-1970 (646) 532-4424

email: KEVIN.DONALDS@TUTOR.COM

Date	Revision	Page
07/19/2018	1 - 03/22/201	L9 1
Payment Tern	ns Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:		Location / Dept
1012754 SAATIA HANEYB		04CYPH234 SME

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? Line-Sch	N	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1 1		573H ONE YEAR LICENSE - ONLINE WEB-BASED TUTORING SERVIC ES JULY 1, 2018 TO JUNE 30, 2019	1.00EA	10,000.00	10,000.00	07/18/2018
2- 1		572H ONE YEAR LICENSE - ONLINE WEB-BASED TUTORING SERVICES JULY 1, 2018 TO JUNE 30, 2019	1.00 EA	6,000.00	6,000.00	03/22/2019

03-21-19 CHANGE ORDER PER J. HARMAN - CHANGE DESCRIPTION LINE# 1 TO 573H, ADD LINE# 2 572H FOR \$6,000.00. NEW PO TOTAL \$16,000.00 - BH

This agreement runs from July 1, 2018 through June 30, 2019

LIVE, ONE-TO-ONE CUSTOMIZED TUTORING SERVICES:

-Tutor.com for Higher Education (English)* 24 Hours a day

-Tutor.com for Higher Education (Spanish) (Hours: 2:00 pm - 2:00am ET)

Sub Total Amount Sales Tax Amount Total PO Amount 16,000.00 0.00 16,000.00

<u>BU</u>	Acct	Fd	Org	Prog	Sub	Proj	<u>Amount</u>	<u>BYear</u>
GENFD	5603	12	FL.VI.BSKL	64900	00000	572H	6,000.00	2019
GENFD	5603	12	FL.VI.BSKL	64900	00000	573H	10,000.00	2019

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.

Change Order Request

PO# 0001100405

REQUEST DATE: 3/14/19

COLLEGE/DEPT.: FLC/Learning Skills

VENDOR NAME: TUTOR.COM

 \boxtimes CHANGE DESCRIPTION ON LINE 1 TO : **573H** ONE YEAR LICENSE - ONLINE WEB-BASED TUTORING SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

 $oxed{oxed}$ ADD THE FOLLOWING TO THE PURCHASE ORDER:

QTY: 1 EA \$6,000 DESCR: 572H ONE YEAR LICENSE - ONLINE WEB-BASED TUTORING SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

DO NOT SEND TO VENDOR

rogram Name:	OCT	Project/Grant Number:
	1551	573#
	Program Director/Coor	rdinator Signature:

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001100405

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email: KEVIN.DONALDS@TUTOR.COM

Date	Revision	Page
07/19/2018		1
Payment Terms	Freight Terms	Ship Via
NET 30 SI	hipping Point	Best Metho
Reference:		Location / Dept
1012754 SAATIA	SHEWMAKERN	04CYPH234 SME

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, 2018 THROUGH JUNE 30, 2019	1.00EA	10,000.00	10,000.00	07/18/2018

Please see attached Service Order of Master Agreement - Exhibit A Dated July 1, 2018

This agreement runs from July 1, 2018 through June 30, 2019

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-Tutor.com for Higher Education (Spanish) (Hours: 2:00 pm - 2:00am ET)

-WriteTutor(TM) Writing Center

Total: 357 Hours Not to Exceed \$10,000

-Predictive Insights Data Analytics Waived

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

<u>BU</u> GENFD

5603 12

FL.VI.BSKL

Prog Sub 64900 00000 <u>Proj</u> 573H Amount 10,000.00

BYear 2019

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

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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.

FY 2019

Page

Bldg#

Requisition

Supplier:

TUTOR.COM

555 WEST 18TH ST NEW YORK NY 10011

United States

(800) 411-1970

Fax: (646) 532-4424

email: KEVIN.DONALDS@TUTOR.COM

Ship To:

RECEIVING 10 COLLEGE PARKWAY

FOLSOM CA 95630-6798

0000035760

GENFD OPEN Business Unit: Reg ID: Date

0001012754 07/01/2018

Requisition Name:

2019 TUTOR.COM Requester Amira Saati SME

Requester Signature

Buyer: Nicholas Shewmaker

Approved:

1

Entered By: SAATIA 07-JUN-2018

Line-Schd Description Quantity UOM Price Extended Amt Due Date 1-1 ONE YEAR LICENSE - ONLINE WEB-BASED EA 10,000.00 10,000.0007/01/2018

TUTORING SERVICES JULY 1, 2018

THROUGH JUNE 30, 2019

Total Requisition Amount:

10,000.00

Please see attached Service Order of Master Agreement - Exhibit A Dated July 1, 2018

This agreement runs from July 1, 2018 through June 30, 2019

LIVE, ONE-TO-ONE CUSTOMIZED TUTORING SERVICES:

-Tutor.com for Higher Education (English)* 24 Hours a day

-Tutor.com for Higher Education (Spanish) (Hours: 2:00 pm - 2:00am ET)

-WriteTutor(TM) Writing Center

Total: 357 Hours Not to Exceed \$10,000

-Predictive Insights Data Analytics Waived

BU Org Acct Fd Prog Sub Proj Amount GENFD FL.VI.BSKL 64900 00000 573H 10,000.00

Purchases Charged to Catagorical Programs, Grants or Special Project. This purchase is in compliance with the requirement of For grants/special projects

Approval Signature

Approval Signature

Approval Signature

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

ARC CRC DO FLC FM	SCC OTHER			
Agreement/Contract With: Tutor. Com				
State the business terms of agreement: Live, one to services for a total of 357 hours.	one customized tutoring			
This agreement consists of the following documents: Mas	ter Service Agreement			
Funding Source: Basic Skills Am	ount.\$ <u>\O_1 DOO</u>			
I have read and agree with the terms of this agreement: By: Area Manager/Supervisor (Print Name)	Date: 8. Jun. 2018			
College VPA, DO, FM, Director I approve as to Substance By Athleen Firkler (Print Name)	Date: 6/21/18			
General Services By: Director, General Services General Counsel (When necessary)	Date:			
Changes necessary as specified on the document or on the Approved as to form.	ne attached memorandum.			
By:	Date:			
Los Rios Community College District				
☐ By: Deputy Chancellor ☐ Vice Chancellor, Ed & Tech.	Date:			

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, 2018 between Tutor.com, Inc. ("Tutor.com") and Folsom Lake College (the "College/University").

Primary Contact	Tutor.com Primary Contact	Tutor.com Billing Contact
Name: Sam Raskin	Name: Lauren Lobdell	Name: Customer Invoicing
College/University: Folsom Lake College	Address: 110 E. 42nd Street. Suite 700	Address: 110 E. 42nd Street, Suite 700
Address: 10 College Parkway	Address:	Address:
City, St, Zip: Folsom, CA 95630	City, St, Zip: New York, NY 10017	City, St, Zip: New York, NY 10017
Telephone: 916-609-6807	Telephone: 917-239-5904	Telephone: 212-528-3101 x239
Fax:	Fax:	Fax: 646-619-4439
Email: raskinS@flc.losrios.edu	Email: lauren.lobdell@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.

Client Location and Description of Services	Start Date	End Date	Price
Live, One-To-One Customized Tutoring Services: • Tutor.com for Higher Education (English)* 24 Hours a day • Tutor.com for Higher Education (Spanish) (Hours: 2:00 pm – 2:00am ET) • WriteTutor TM Writing Center	7/1/2018	6/30/2019	\$28.00/Hour
Premium Subject Coverage: Nursing Sunday- Thursday 4 p.m. to midnight	×-		Included
Predictive Insights Data Analytics			Waived
Custom Integration			n/a
Implementation Fee			n/a
Total			To be billed monthly

Tutor.com Master Service Agreement Renewal

THIS RENEWAL AGREEMENT (the "Renewal"), is made and entered into as of July 1, 2018 by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 110 E. 42nd Street, Suite 700, New York, NY 10011, and Folsom Lake College ("College/University") with its principal offices at 10 College Parkway, Folsom, CA 95630-6798 (collectively, the "Parties").

Original Master Service Agreement. The Parties entered into a certain Master Service Agreement as of November 15, 2014 (the "Original Agreement") which sets forth the terms for the delivery by Tutor.com and the purchase by the College/University of the web-based services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders").

Renewal Term. The Parties hereby agree to extend the Term of the Original Agreement for a period of Twelve (12) months (the "Renewal Term"), such Renewal Term beginning the day after the last day of the Term of the Original Agreement. The Service Order attached hereto as Exhibit A shall set forth the services purchased by the College/University and provided by Tutor.com during the Renewal Term pursuant to the terms of the Original Agreement. Capitalized terms not otherwise defined in this Renewal shall have the meaning ascribed to them in the Original Agreement, and for purposes of the Parties' understanding, the "Agreement" between the Parties shall consist of the terms and conditions set forth in this Renewal, the Original Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the Parties and that reference the Original Agreement.

Counterparts. This Renewal may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Renewal will be of no force or effect until executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Renewal to be duly executed as of the date first set forth above.

On behalf of the College/University:	On behalf of Tutor.com, Inc.:		
Signature	Signature		
Greg Mc Cormac	Name		
Dean	Title		
8.50n.2018	· ·		
Date	Date		

Notes:

Tutoring hours to be invoiced monthly in arrears based on actual tutoring usage and will be payable within 30 days of receipt of the invoice. Payments to Tutor.com should be sent to: Tutor.com, 62996 Collection Center Drive, Chicago, IL 60693-0629.

Tutoring hours will be billed according to the following pricing schedule based on total tutoring hours used by Folsom Lake College annually:

1-500 hours = \$28.00 per hour 501-1,000 hours = \$27.00 per hour 1,001-2,500 hours = \$26.00 per hour 2,500+ hours = \$25.00 per hour

* New subjects may have more limited hours

** So long as the Initial Term or Renewal Term of this Service Order is still in effect, additional hours in excess of the number set forth in this Service Order may be purchased under this Service Order by College/University for the term that is in effect at a rate of \$28/hour by an email from College/University's Authorized Representative (defined below) to Tutor.com's Primary Contact at their email address set forth above, setting forth the number of additional hours being purchased. Such purchase will be deemed accepted upon Tutor.com's provision of additional sessions to College/University's Users in excess of the originally ordered number. For purposes of the Agreement, including without limitation the Service Orders, College/University's Authorized Representative shall be Sam Raskin ("College/University's Authorized Representative").

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.

Signature Certificate

Document Ref.: 2NF6H-LNV7G-QLFQR-CXJMB

Document signed by:



Sandi White

Verified E-mail: sandi.white@tutor.com

IP: 67.142.235.252

Date: 15 Jun 2018 02:37:51 UTC



Document completed by all parties on: 15 Jun 2018 02:37:51 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.

