

Los Rios Community College District

Purchasing: (916)568-3071 * FAX (916) 568-3145
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636
Acctg-ops@losrios.edu

PURCHASE ORDER NO 0001112280 CHANGE ORDER

Date	Revision	Page
07/20/2020	1 - 08/04/2020	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1026569 LEWISR HANEYB	04CYPH129 IT	

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000001150
COMPUTERLAND
482 WEST SAN CARLOS ST
SAN JOSE CA 95110

Phone: (408) 519-3228
Fax: (408) 519-3260

email: BFix@cland.com

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630
United States

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
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	SOFTWARE, CREATIVE CLOUD ALL APPS HIGHER ED ETLA SITE LICENSE (65290666) WITH ADOBE SIGN FOR ENTERPRISE EDU ETLA SITE LICENSE (65272755)	331.00 EA	64.50	21,349.50	07/09/2020

QUOTE # 160293-1

NO DELIVERABLES. NO TAX. DOWNLOADS ONLY
PLEASE EMAIL PO TO syork@cland.com and BFix@cland.com

08-04-20 PER J. HARMAN CHANGE BUDGET TO GENFD 5601 11 FL.VA.PROJ 67800 00000 2021 041X.
NO CHANGE TO PO TOTAL. BH

Sub Total Amount	21,349.50
Sales Tax Amount	0.00
Total PO Amount	21,349.50

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5601	11	FL.VA.PROJ	67800	00000	041X	21,349.50	2021

0001026569CHAVEZA08-JUL-2020

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 good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good 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.

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07/20/2020	1 - 08/04/2020	2
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Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
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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>

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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.
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 person 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 \$1M, \$2M, or \$3M AGGREGATE as prescribed by DISTRICT requirements 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. LRCCD insurance requirements can be viewed on the following website www.losrios.edu/purchasing.
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 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, CONTRACTOR's 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. CONTRACTOR further represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, LRCCD will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless LRCCD from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
23. **CERTIFICATION:** CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.

Los Rios Community College District

PURCHASE ORDER NO 0001112280

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Phone: (408) 519-3228
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07/20/2020		1
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RECEIVING
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United States

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
1919 Spanos Court
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United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	SOFTWARE, CREATIVE CLOUD ALL APPS HIGHER ED ETLA SITE LICENSE (65290666) WITH ADOBE SIGN FOR ENTERPRISE EDU ETLA SITE LICENSE (65272755)	331.00 EA	64.50	21,349.50	07/09/2020

QUOTE # 160293-1

NO DELIVERABLES. NO TAX. DOWNLOADS ONLY
PLEASE EMAIL PO TO syork@cland.com and BFix@cland.com

Sub Total Amount	21,349.50
Sales Tax Amount	0.00
Total PO Amount	21,349.50

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5600	11	FL.VA.ITSV	67800	00000	041A	21,349.50	2021

0001026569CHAVEZA08-JUL-2020

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Requisition

Supplier: COMPUTERLAND 0000001150
482 WEST SAN CARLOS ST
SAN JOSE CA 95110
United States

Phone: (408) 519-3228 **Fax:** (408) 519-3260
email: BFix@cland.com

Ship To: RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630-6798

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001026569	07/01/2020	1	
Requisition Name:			
ComputerLand-Adobe Maint			
Requester			
Ronald Lewis			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: LEWISJ 30-JUN-2020			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt Due Date
1-1	SOFTWARE, CREATIVE CLOUD ALL APPS HIGHER ED ETLA SITE LICENSE (65290666) WITH ADOBE SIGN FOR ENTERPRISE EDU ETLA SITE LICENSE (65272755)	331	EA	64.50	21,349.50 07/01/2020

21,349.50 Sub-total
1,654.59 Est. tax

Total Requisition Amount: 23,004.09

QUOTE # 160293-1.
NO DELIVERABLES. NO TAX. DOWNLOADS ONLY.
PLEASE EMAIL PO TO syork@cland.com and BFix@cland.com.

Please email PO to vendor at syork@cland.com.

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5600	11	FL.VA.ITSV	67800	00000	041A	21,349.50

Approval Signature	Approval Signature	Approval Signature
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482 West San Carlos St
San Jose, CA 95110 Telephone : 408-519-3200
www.cland.com Fax : 408-519-3260

Quotation

Ship to Folsom Lake College
10 College Parkway
Folsom, CA 95630

Salesperson Sheri York
syork@cland.com
Director, Software & Licensing
Phone : 800-639-1319
Phone : 408-519-3221 direct
Fax : 408-519-3260

Date : 6/18/2019
Number : 160293-1
Page : 1 of 1
Sales order : 160293
Payment : Net 15
Purchase order :

Bill to Los Rios Comm College Dist
1919 Spanos Ct
Sacramento, CA 95825

Contact Jeff Lewis - FLC
lewisj@flc.losrios.edu
916-608-6633

Item number	Description	Quantity	Unit price	Amount
65290666	CREATIVE CLOUD ALL APPS HIGHER ED ETLA SITE LICENSE	331.00	64.50	21,349.50
65272755	ADOBE SIGN FOR ENTERPRISE EDU ETLA SITE LICENSE	331.00		0.00

Hi Jeff,

Here is the quote for the new Adobe ETLA starting July 29th. Orders are due by July 19th. The FTE Count is given to us by the FCCC from Chancellor's Office Fall 2018 data. This will be the new baseline count for the new 3 year agreement. If your FTE increases by more than 5% in years 2 or 3, you will need to true up to the new FTE count on the anniversary order. The new price is \$64.50/FTE, fixed per FTE for 3 years. The new offering includes Adobe Sign, as well as full Creative Cloud Named User Licensing for all faculty and staff and Shared Device Licensing for all classroom, lab and library machines.

Please let me know if you have any questions.

Warm Regards,
Zabrina

Subtotal	21,349.50
Tax	0.00
Shipping & handling	0.00
Total	21,349.50

Exhibit A
Foundation for California Community Colleges – Adobe ETLA
Consortium Member Participation Agreement
Los Rios CCD – Folsom Lake College

Products and Services Pricing Details.

Line Number	Adobe SKU	Product Description	Annual Unit Fees per FTE/User)	Quantity	Annual Instalment Fee (Unit Fees x Quantity)
1.	65290666	Creative Cloud Enterprise All Apps Named User HED Faculty/Staff	64.50	331	21,349.50
3.	65272755	Adobe Sign for Enterprise EDU Tier 3	0.00		
		Total License Term Fees (Annual Instalment Fee X Number of Years Left Remaining in License Term):			\$64,048.50

Terms and Conditions

1. This agreement ("Agreement") consists of (A) this Sales Order, and (B) the parts of the Adobe Enterprise Licensing Terms available at <http://www.adobe.com/legal/terms/enterprise-licensing.html> consisting of the General Terms and the applicable Product Specific Licensing Terms. Adobe is an intended third party beneficiary of this Agreement between Consortium and Consortium Member and has a right to enforce its terms against Consortium Member. Consortium Member will be deemed a "Customer" as such term is used in Adobe Enterprise Licensing Terms.

The following capitalized terms are defined as follows:

- (A) "Consortium" means the entity that has entered into a sales order with Adobe for the purchase of Products and Services and is authorized to make the Products and Services identified in this sales order available to Consortium Member.
- (B) "Consortium Member" means that educational institution that meets the education eligibility criteria for Adobe's education programs described at <http://www.adobe.com/education/administrators/how-to-buy-eligibility.edu.html>
- (C) "Enterprise" means all of the Faculty Members and Staff Members of Consortium Member's enterprise excluding any Consortium Member with organizations or operations within certain nations that have service or functionality limitations as identified in the applicable Product Specific Licensing Terms.
- (D) "Faculty Member" means a then-current employee or independent contractor of a Consortium Member whose primary job duties consist of providing educational instruction to students.
- (E) "Full Time Equivalent" or "FTE" means the number of full-time Faculty Members + (number of part-time Faculty Members ÷ 3) + number of full-time Staff Members + (number of part-time Staff Members ÷ 2).
- (F) "Staff Member" means a then-current employee of the Consortium Member that provides administrative support to the Consortium Member's educational operations to faculty.

(G) “Student” means an individual enrolled part-time or full-time in a degree-granting program or an academic course of study by Consortium Member.

2. For those Products and Services identified as being licensed on an “Enterprise Wide” basis in the Products and Services Pricing Details section, Consortium Member may: (a) permit each Faculty Member and Staff Member to activate a copy of the On-premise Software associated with the Product and Service on up to two Computers which may be accessed by such Faculty Member or Staff Member using a unique log-in identifier; and (b) install a copy of the On-premise Software on any Enterprise-owned Computer located in computer labs and classrooms for use by Students, Faculty Members and Staff Members; Consortium Member represents and warrants that as of the Effective Date, the total aggregate FTE Count is 331. If Consortium Member’s FTE Count increases by 5% or more from the last established FTE Count (“Growth Event”), then Consortium Member must notify Consortium in writing within 14 days.

By signing below, consortium member acknowledges that it has carefully read and fully understood the terms of this Agreement.

Consortium Member: Los Rios CCD – Folsom Lake College	
Sign	
Print:	
Title:	
Date:	
Primary Contact Name:	
Primary Contact email	