

Los Rios Community College District

PURCHASE ORDER NO 0001120860

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

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

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000023732
CENGAGE LEARNING
10650 TOEBBEN DR
INDEPENDENCE KY 41051

Phone: (800) 354-9706
Fax: (859) 525-5392

email:

Date	Revision	Page
04/14/2022		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:		
1035783 GEORGET HANEYB		

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	GALE EBOOK HOSTING FEE	1.00 EA	600.00	600.00	04/14/2022

PAY INVOICE 77414477

ELECTRONIC ONLY EBOOK PURCHASE, NON-TAXABLE

Sub Total Amount	600.00
Sales Tax Amount	0.00
Total PO Amount	600.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	6303	11	AR.VS.LIBR	61200	00000	041A	150.00	2022
GENFD	6303	12	CR.VE.LRCT	61200	00000	700P	150.00	2022
GENFD	6303	12	FL.VI.LIBR	61200	00000	700P	150.00	2022
GENFD	6303	12	SC.VI.LRNC	61200	00000	700P	150.00	2022

0001035783CHAVEZA11-APR-2022

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 email address: LRCCDpurchase@losrios.com.

<https://psreports.losrios.edu/PurchaseOrderInformation.asp>

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.

Unauthorized

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.

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 per 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 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.

Requisition

Supplier: CENGAGE LEARNING 0000023732
10650 TOEBBEN DR
INDEPENDENCE KY 41051
United States

Phone: (800) 354-9706 **Fax:** (859) 525-5392
email:

Ship To: 10 COLLEGE PARKWAY
FOLSOM CA 95630

Business Unit: GENFD OPEN	
Req ID: 0001035783	Date: 04/05/2022
Page 1	
Requisition Name: FY 22 CENGAGE	
Requester: Tanya George	
Requester Signature	
Buyer: Brenda Haney	
Approved:	
Entered By: GEORGET 05-APR-2022	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	GALE EBOOK HOSTING FEE	1	EA	600.00	600.00	

600.00 Sub-total
0.00 Est. tax

Total Requisition Amount: 600.00

PREPAY ATTACHED INVOICE 77414477
PLEASE SETUP 2 WAY MATCH

THIS IS AN ELECTRONIC ONLY EBOOK PURCHASE. NOT A TANGIBLE ITEM AND IS NON-TAXABLE

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount
GENFD	6303	11	AR.VS.LIBR	61200	00000	041A	150.00
GENFD	6303	12	CR.VE.LRCT	61200	00000	700P	150.00
GENFD	6303	12	FL.VI.LIBR	61200	00000	700P	150.00
GENFD	6303	12	SC.VI.LRNC	61200	00000	700P	150.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: LOTTERY
Project Grant: 700P
Program Director: MCCORMAC
Program Goal: ELIGIBLE LIBRAY MATERIALS

Approval Signature

Approval Signature

Approval Signature

DIRECT ALL CORRESPONDENCE TO:
CENGAGE Learning
27500 Drake Rd.
Farmington Hills, MI 48331
PHONE: 248-699-4253, 800-877-4253
FAX: 248-699-8061



BRINGING YOU RESOURCES FROM:

Gale
 Macmillan Library Ref USA
 Primary Source Microform

ORIGINAL INVOICE

NO. 77414477

Date 03/08/22

Page 1 of 1

Order No. 41594613SO

Federal ID No.: 59-2124491 Canadian G.S.T.#/T.P.S.: 14074 8831 RT0001 Canadian Q.S.T#/T.V.Q.: 1023272543

ACCOUNT NO. **229276**

ACCOUNT NO. **229276**

BILL TO LOS RIOS COMMUNITY COLLEGE DISTRICT
 C/O COSUMNES RIVER COLLEGE LIBRARY
 8401 CENTER PKWY
 SACRAMENTO CA 958235704

SHIP TO LOS RIOS COMMUNITY COLLEGE DISTRICT
 C/O COSUMNES RIVER COLLEGE LIBRARY
 8401 CENTER PKWY
 SACRAMENTO CA 958235704

QUANTITY		PURCHASE ORDER NUMBER		PAYMENT DUE	TERMS		FOB SHIPPING POINT	
SHIPPED	PENDING	ISBN	TITLE / AUTHOR / EDITION		PRICE	DISCOUNT	NET AMOUNT	
1		196066	GALE EBOOK HOSTING FEE 51+ EBOOKS Subscription Start & End Date: 04/01/22 & 03/31/23		0.00	0.00	600.00	
1	Total Qty					SUBTOTAL		600.00
<div><div>Tax Information</div><div>Currency : USD</div><div>If you are exempt and feel you have been charged sales tax in error, email a copy of this invoice and your sales tax exemption certificate to MS.Certificates@Cengage.com. For other sales tax inquiries, contact MS.Tax@Cengage.com.</div></div>								600.00
PAY THIS AMOUNT								600.00

DETACH: THIS PORTION MUST BE RETURNED WITH YOUR PAYMENT

PURCHASE ORDER NUMBER	INVOICE DATE	INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE	AMOUNT DUE
	03/08/22	77414477	229276	05/07/22	600.00

RETURN THIS STUB WITH PAYMENT TO:

MAIL CHECKS TO: Cengage Learning Inc / Gale
 PO BOX 936754
 ATLANTA, GA 31193-6754

WIRE TRANSFERS: Wells Fargo
 ABA 121000248
 ACCT 4437861156
 SWIFT WFBUIUS6S

RETURN BOOKS TO:
CENGAGE LEARNING
 Distribution Center
 10650 Toeppen Drive
 Location 04
 Independence, KY 41051

As of 04/01/16, Cengage accepts credit & debit cards for proforma and point of sale orders only. To set up ACH or update your existing ACH information for after invoice payments, email ACH vendor forms to clarky@cengage.com

ALL CLAIMS AND SHIPPING ERRORS MUST BE REPORTED WITHIN 10 DAYS AFTER THE INVOICE DATE

10z - #10 - 4069 - 6224

FW: Gale Hosting Fee

Johnson, Joshua <JohnsoJ2@arc.losrios.edu>

Tue 3/29/2022 1:49 PM

To: Brinkley, Amy <BrinklA@flc.losrios.edu>

Cc: Thomas, Carissa <ThomasC@arc.losrios.edu>; Mroczka, Hilary <MroczkH@arc.losrios.edu>; Torgashev, Tatyana <torgast@arc.losrios.edu>

 1 attachments (482 KB)

gale hosting fee.pdf;

Hi Amy,

I am an authorized signer for this account. Please use account GENFD 6303 11 AR.VS.LIBR 61200 00000 2022 041A from American River College in the amount of \$150 for our portion of the Gale ebook hosting fee.

Joshua Moon Johnson, Ed.D. (he/him)

Dean of Student Services, Library & Learning Resources and [Title IX Coordinator](#)

[American River College](#), Sacramento, CA

916-484-8925

Get confidential support [WEAVE](#)

Pronouns: He/Him/His ([Learn more about pronouns here](#))

From: Mroczka, Hilary

Sent: Tuesday, March 29, 2022 1:37 PM

To: Johnson, Joshua <JohnsoJ2@arc.losrios.edu>

Cc: Brinkley, Amy <BrinklA@flc.losrios.edu>; Thomas, Carissa <ThomasC@arc.losrios.edu>; Torgashev, Tatyana <torgast@arc.losrios.edu>

Subject: Gale Hosting Fee

Hi Joshua,

The four colleges jointly pay a Gale ebook hosting fee. As the authorized signer, please **approve this account and ARC's amount** for the district's Gale ebook hosting fee. Amy Brinkley (FLC Librarian) will be submitting the requisition on behalf of all four colleges.

I am an authorized signer for this account. Please use account GENFD 6303 11 AR.VS.LIBR 61200 00000 2022 041A from American River College in the amount of \$150 for our portion of the Gale ebook hosting fee.

Thank you,

Hilary

Hilary Mroczka

Library Department Co-Chair

Technical Services Librarian

American River College

(916) 484-4592

<https://www.arc.losrios.edu/student-resources/library>

RE: Gale Hosting Fee 2022

Adkins Pogue, Andi <AdkinsA@crc.losrios.edu>

Tue 3/29/2022 10:04 AM

To: Brinkley, Amy <BrinklA@flc.losrios.edu>

Cc: Perez, Rochelle <PerezR@crc.losrios.edu>

I am an authorized signer on this account.

Please use account GENFD 6303 12 CR.VE.LRCT 61200 00000 2022 700P from Cosumnes River College in the amount of \$150 for our portion of the Gale ebook hosting fee.



Andi Adkins Pogue (she/her)

Librarian, [AERC Chair](#), [OERI Liaison](#)

Phone (916) 691-7904

Web www.crc.losrios.edu/library

Library FAQs <https://answers.library.losrios.edu/crc/>

Email adkinsa@crc.losrios.edu

8401 Center Parkway Sacramento, CA 95823



From: Brinkley, Amy <BrinklA@flc.losrios.edu>

Sent: Tuesday, March 29, 2022 9:59 AM

To: Karlsen, Jeffrey <KarlseJ@scc.losrios.edu>; Goodchild, Rebecca <GoodchR@scc.losrios.edu>; Mroczka, Hilary <MroczkH@arc.losrios.edu>; Perez, Rochelle <PerezR@crc.losrios.edu>; Adkins Pogue, Andi <AdkinsA@crc.losrios.edu>

Subject: Gale Hosting Fee 2022

Hi all,

It's time to pay the annual Gale hosting fee. Please have an authorized signer send an approval email for \$150. We split this invoice four ways.

Suggested wording:

Please use account GENFD 6303 12 FL.VI.LIBR 61200 00000 2022 700P from Folsom Lake College in the amount of \$150 for our portion of the Gale ebook hosting fee.

Thank you!
Amy

RE: Gale Hosting Fee 2022

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

Tue 3/29/2022 12:29 PM

To: Brinkley, Amy <BrinklA@flc.losrios.edu>

Cc: Flores, Baleria <FloresB@scc.losrios.edu>; Goodchild, Rebecca <GoodchR@scc.losrios.edu>; Karlsen, Jeffrey <KarlseJ@scc.losrios.edu>

Amy,

Please use account 6303 12 SC.VI.LRNC 61200 00000 700P from Sacramento City College in the amount of \$150 for our portion of the Gale ebook hosting fee.

Best Regards,

Kevin Flash

Dean of Learning Resources
Sacramento City College

From: Karlsen, Jeffrey <KarlseJ@scc.losrios.edu>

Sent: Tuesday, March 29, 2022 11:19 AM

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

Cc: Flores, Baleria <FloresB@scc.losrios.edu>; Goodchild, Rebecca <GoodchR@scc.losrios.edu>; Brinkley, Amy <BrinklA@flc.losrios.edu>

Subject: FW: Gale Hosting Fee 2022

Hi Kevin,

SCC needs to pay its share of the annual Gale hosting fee that covers continued use of our Gale eBooks. FLC is processing the joint requisition. Would you please reply to Amy Brinkley (copied here) with the text below? Thank you.

Please use account 6303 12 SC.VI.LRNC 61200 00000 700P from Sacramento City College in the amount of \$150 for our portion of the Gale ebook hosting fee.

--

Jeff Karlsen

Technical Services Librarian

Sacramento City College

916-558-2583

KarlseJ@scc.losrios.edu

Pronouns: he/him

<https://scc.losrios.edu/library>