## Los Rios Community College District

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 PC

Supplier: 0000001795 ESRI INC 380 NEW YORK STREET REDLANDS CA 92399

Phone:(888) 377-4575Fax:(909) 307-3083

email: service@esri.com

Tax Exempt? N

#### PURCHASE ORDER NO 0001120974

	Date	Revis	ion	Page
	04/25/2022			1
3636	Payment Terr	ns Freight Te	erms	Ship Via
	NET 30	Shipping Pc	int	Best Method
	Reference:		Locatio	on / Dept
IIS PO	1035922 LEW	ISR HANEYB	04ITSV	VCFLC INST
	Ship To:	FOLSOM LAKE RECEIVING 10 COLLEGE P FOLSOM CA 95 United States	ARKWAY	
	Bill To:	LRCCD Invoice to: accto 1919 Spanos Co Sacramento CA United States		u
	Quantity UOM	PO Price	Extended Am	t Due Date

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1 REC-3009	LICENSE - GIS EDUCATIONAL ACADEMIC DEPARTMENTAL MEDIUM SINGLE USE TERM LICENSE ONE YEAR (157571)	1.00EA	500.00	500.00	04/22/2022
2- 1 REC-3009	LICENSE - ARCGIS DRONE2MAP FOR ARCGIS ONLINE EDUCATIONAL ACADEMIC 5 USER TERM LICENSE (173953)	1.00 EA	250.00	250.00	04/22/2022

QUOTE# Q-465645 and Q-465854 VALID TO 06-07-2022

Sub Total Amount	750.00
Sales Tax Amount	0.00
Total PO Amount	750.00

<u>BU</u>	Acct	<u>Fd</u>	Org	Prog	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5603	12	FL.VI.GEOL	19140	00000	700P	750.00	2022

0001035922CHAVEZA13-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.	Authorized Signature	
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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 not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be property itemized. If LRCCD has not received billing for product or services within a one vear 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 eatabilishing acririer 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 INDEMNTIY: 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 auality 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 compliant and accessible. CCONTRACTOR shall use its best efforts to make the technology compliant and accessible. CCONTRACTOR 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 debanilent or declared ineligible for award of contracts by any Federal, State or local Agency

# Requisition

Supplier:	ESRI INC 380 NEW YORK STREET REDLANDS CA 92399 United States	0000001795	Req 0001 Requ	.035922 iisition N	Date 04/11/2	Page   022 1
	Phone: (888) 377-4575 F email: service@esri.com	<b>ax:</b> (909) 307-3083	Requ	ld Lewis	GIS and DION	ezmap
Ship To:	RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630-6798		Buye Appr	ester Signation er: Bren oved: ered By: I	da Haney	APR-2022
Line-Schd	Description		Quantit	y UOM	Price	Extended Amt Due Date
1-1	LICENSE - GIS EDUCATIO DEPARTMENTAL MEDIUM LICENSE ONE YEAR (1575	SINGLE USE TERM	1	EA	500.00	500.00 <b>04/22/2022</b>
2-1	LICENSE - ARCGIS DRONE ONLINE EDUCATIONAL AC TERM LICENSE (173953)		1	EA	250.00	250.00 <b>04/22/2022</b>
			Total Re	equisition	- Amount:	750.00 Sub-total 58.13 Est. tax 808.13
Please refe	rence Quotation # Q-465645 and Q-465	854.				

<u>BU</u>	Acct	<u>Fd</u>	Org	Prog	<u>Sub</u>	Proj	<u>Amount</u>
GENFD	5603	12	FL.VI.GEOL	19140	00000	700P	750.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: GeoScience Project Grant: 700P=Lottery Program Director: Greg McCormac Program Goal: Instructional supply purchase

Approval Signature	Approval Signature	Approval Signature



To expedite your order, please attach a copy of this quotation to your purchase order. Quote is valid from: 3/9/2022 To: 6/7/2022

## **Quotation # Q-465645**

Date: March 9, 2022

Customer # 364450 Contract #

Folsom Lake College Geoscience Dept 10 College Pkwy Folsom, CA 95630

ATTENTION: Jason Pittman PHONE: (916) 608-6668 EMAIL: pittmaj@flc.losrios.edu

Material	Qty	Unit Price	Total
157571	1	\$500.00	\$500.00

Educational Academic Departmental Medium Single Use Term License

\$500.00	Subtotal:
\$0.00	Sales Tax:
\$0.00	Estimated Shipping and Handling (2 Day Delivery):
\$0.00	Contract Price Adjust:
\$500.00	Total:

\*Licenses are quoted for academic/classroom use only

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	<b>Phone:</b>
Sadia Afrin	safrin@esri.com	909-369-2450 x2450
found at https://assets.esri.com/content/dam/esrisites/ with Esri. If no such agreement covers any item quoted purchase of that item. If any item is quoted with a multi to make all payments without right of cancellation. Thir and invoiced if Esri is able to provide such data and wil any such data set, Customer will not be responsible for contractors authorized under FAR 51.1 may purchase found at https://www.esri.com/en-us/legal/terms/state-s will be incorporated into and become part of any additio of this quotation. Esri objects to and expressly rejects a to or to be sent by buyer. Unless prohibited by law, the	media/legal/product-specific-terms d, then Esri's standard terms and c -year payment schedule, then unle d-party data sets included in a quo ll be subject to the applicable third r any further payments for the data under the terms of Esri's GSA Feo supplemental apply to some state onal agreement regarding Esri's o any different or additional terms co quotation information is confident	e most current product specific scope of use document <u>s-of-use/e300.pdf</u> , and your applicable signed agreement conditions found at <u>https://go.esri.com/MAPS</u> apply to your ess otherwise stated in this quotation, Customer is required otation as separately licensed items will only be provided -party's terms and conditions. If Esri is unable to provide a set. Federal government entities and government prime deral Supply Schedule. Supplemental terms and conditions and local government purchases. All terms of this quotation fferings. Acceptance of this quotation is limited to the terms ontained in any purchase order, offer, or confirmation sent ial and may not be copied or released other than for the given to outside parties or used for any other purpose without



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If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

\_\_\_\_ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Sadia Afrin	safrin@esri.com	909-369-2450 x2450

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional iterms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/licens



To expedite your order, please attach a copy of this quotation to your purchase order. Quote is valid from: 3/10/2022 To: 6/8/2022

## **Quotation # Q-465854**

Date: March 10, 2022

Customer # 364450 Contract #

Folsom Lake College Geoscience Dept 10 College Pkwy Folsom, CA 95630

ATTENTION: Jason Pittman PHONE: (916) 608-6668 EMAIL: pittmaj@flc.losrios.edu

Material	Qty	Unit Price	Total
173953	1	\$250.00	\$250.00

ArcGIS Drone2Map for ArcGIS Online Educational Academic 5 User Term License

\$250.00	Subtotal:
\$0.00	Sales Tax:
\$0.00	Estimated Shipping and Handling (2 Day Delivery):
\$0.00	Contract Price Adjust:
\$250.00	Total:

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### Quotation # Q-465854

Date: March 10, 2022

Customer # 364450 Contract #

Folsom Lake College Geoscience Dept 10 College Pkwy Folsom, CA 95630

ATTENTION: Jason Pittman PHONE: (916) 608-6668 EMAIL: pittmaj@flc.losrios.edu

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Signature of Authorized Representative

Date

Name (Please Print)

Title

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Sadia Afrin	safrin@esri.com	909-369-2450 x2450

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\* ESRI

PO#000 1120 974 RCVR # 000 110 3009

#### L#1-2 AS PER PS HAVE BEEN REC. 7/26/22mkn

7/25/22 Baba