

Los Rios Community College District

PURCHASE ORDER NO 0001123370

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: 0000050188
CALENDLY LLC
88 N AVONDALE RD #603
AVONDALE ESTATES GA 30002

Phone: (800) 979-9850

email: danny.nicolai@calendly.com

Date 09/12/2022	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Method
Reference: 1038184 SENEALM HANEYB		Location / Dept 04ASPH43

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	CAMPUS-WIDE CALENDLY ANNUAL SUBSCRIPTION	50.00EA	108.00	5,400.00	09/07/2022

PER ATTACHED QUOTE PROPOSAL SIGNED 08/15/22

Sub Total Amount	5,400.00
Sales Tax Amount	0.00
Total PO Amount	5,400.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5890	11	FL.VI.KINE	08700	00000	041A	108.00	2023
GENFD	5890	12	FL.VI.SWPA	63400	00000	485Y	216.00	2023
GENFD	5890	12	FL.VS.SEAP	63900	00000	570B	864.00	2023
GENFD	5890	12	FL.VS.SEAP	64900	00000	570B	4,212.00	2023

0001038184MCKECHND07-SEP-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

Kim Carrillo

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: CALENDLY LLC
 88 N AVONDALE RD #603
 AVONDALE ESTATES GA 30002
 United States

Phone: (800) 979-9850
email: danny.nicolai@calendly.com

0000050188

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001038184	08/09/2022	1	
Requisition Name: CALENDLY LLC			
Requester Molly Senecal			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: KRAVCHUA 09-AUG-2022			

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	CAMPUS-WIDE CALENDLY ANNUAL SUBSCRIPTION	50	EA	108.00	5,400.00	

5,400.00 Sub-total
 0.00 Est. tax

Total Requisition Amount: 5,400.00

SEE QUOTE FOR SPECS

<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	5890	11	FL.VI.KINE	08700	00000	041A	108.00
GENFD	5890	12	FL.VI.SWPA	63400	00000	485Y	216.00
GENFD	5890	12	FL.VS.SEAP	63900	00000	570B	864.00
GENFD	5890	12	FL.VS.SEAP	64900	00000	570B	4,212.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: SEAP / SWPA
 Project Grant: 570B / 485Y
 Program Director: Kellie Butler
 Program Goal: Student Access and Success

Approval Signature	Approval Signature	Approval Signature
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Calendly was founded in 2013 with the focus on making scheduling meetings 100x easier and faster. Our phenomenal growth speaks to the need for business to have an easier way to schedule.

Calendly is the modern scheduling platform, powering over 200M meetings with 10M users worldwide. We have large customers across major industry verticals like Visa, L'Oreal, Lyft, Hulu and Compass.

Our Platform provides key benefits for businesses:

- **Improved efficiency** – less time scheduling, more time connecting
- **Streamlined customer experience** – provide a consistent and personalized experience
- **Improved team collaboration** – automatically standardize communications before, during, and after meetings
- **Secure and scalable management** – easily manage teams and workflows at scale
- **Actionable insightful data** – gain insight into how your team engages, and refine over time



All Calendly users receive access to the features they need to schedule frictionless events:

- Personalized Calendly booking link
- Unlimited scheduled meetings
- Connect to Google, Office 365, Outlook and iCloud calendars
- Web, iOS and Android apps
- Unlimited meeting types, including one-on-one or group, collective and round robin meetings for multiple people
- Custom email notifications
- Team pages with unique link for team's events
- Connect to Zoom, Microsoft Teams, Google Meet and GoToMeeting
- Custom branded pages with logos, page names, languages and default time zones
- Integrations with 700+ Zapier partners
- Connect to Slack and Intercom
- Embed options for your website
- Webhooks
- Removable Calendly branding
- Reporting
- Access to self-serve help center

Teams

Everything in Professionals, and:

- Create Round Robin Event Types
- Manage Event Types as Admins
- Admin management of groups and permissions for teams
- Salesforce integration to automatically update Salesforce records

Enterprise

Everything in Teams, and:

- Secure and simplify ID management using SCIM user provisioning
- SAML-based SSO for Okta, Ping Identity, Azure, OneLogin, & AuthO
- Priority email and live chat support for users
- Dedicated Calendly Customer Success partner
- Customized onboarding & implementation
- User adoption & outcome guidance
- Secure review & MSA support



Calendly LLC
88 N Avondale Rd #603
Avondale Estates, GA 30002

Order Form for Folsom Lake College
Offer Valid Through: 7/22/2022
Date Issued: 6/30/2022
Prepared by: Bobby Wood

ORDER FORM

CUSTOMER INFORMATION

Bill to Address:

Ship to Address:

Billing Company Name: Folsom Lake College
Billing Contact Name:
Billing Email Address:
Billing Phone:

Primary Account Holder Name:
Primary Account Holder Email Address:

TERMS AND PAYMENT DETAILS

Billing Frequency: Annual
Payment Method:

PRODUCTS AND PRICING OVERVIEW

Product Code	List Price	Net Price	Discount	Quantity	Total Price
Professional	\$144.00	\$108.00	25%	50.00	\$5,400.00
Grand Total					\$5,400.00

In order to activate your subscription, please ensure that the above email address has signed up for a free trial at calendly.com/signup.

The agreed upon quotation or pricing proposal does not include applicable sales tax. Upon acceptance, an invoice linked to your account will be issued. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the Pricing Proposal. If Customer fails to make any payment when due, without limiting Calendly's other rights and remedies: (i) Calendly may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. Failure to provide Calendly with a valid Purchase Order at the time of procurement does not constitute a valid reason for delay in payment.

SUBSCRIPTION TERMS

(1) This document from Calendly, LLC ("Seller"), together with a valid quotation or pricing proposal, any Master Services Agreement mutually agreed upon and executed by officers of both parties, and/or Calendly Privacy Policy, End User License Agreement, Website Terms of Use, and Data Processing Addendum documentation, contains the entire Terms and conditions associated with this transaction. This order will renew for additional successive terms upon Customer's acceptance or payment of pricing proposal unless earlier terminated pursuant to the terms contained in the Agreement's express provisions or either Party gives the other Party written notice of non-renewal prior to the expiration of the then-current term or terminates the agreement prior to renewal in the case of payment card based subscriptions (each a "Renewal Term" and together with the Initial Term, the "Term"). The buyer may accept a quotation by issuing a purchase order or other writing expressing its intention to be bound, or in any other manner acceptable to Seller. Any terms, conditions or writing within such a purchase order or writing addressing the subject matter of this transaction, shall be for the buyer's internal purposes only and the terms and conditions contained therein shall have no force or effect. Seller objects to and expressly rejects any different or additional terms or conditions contained in any request for quotation, purchase order or other writing or document of the buyer, and no such different or additional terms shall be effective or binding

upon Seller unless agreed to in writing and signed by an officer of Seller.

(2) If you would like to add additional licenses throughout the Term, please contact us at support@calendly.com. Please note that your team may add licenses in groups of 5 or more. Each Renewal Term may include a price increase up to the Consumer Price Index ("CPI") + 3% unless Calendly notifies you of a different rate before each Renewal Term starts.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase of payment of the products on this order form? (Customer to complete)

PO Number:

PO Amount:

SIGNATURES

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. *The subscription period will begin once we process your order. You are responsible for any applicable sales and use tax.

Customer Signature:

Company: Folsom Lake College

Name: Augustine Chavez

Date Signed:

Calendly Signature:

Company: Calendly

Name:

Date Signed:
