

Los Rios Community College District

PURCHASE ORDER NO 0001123135

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

Date 08/25/2022	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Method
Reference: 1038445 LEWISR HANEYB	Location / Dept 04CYPH129	

Supplier: 0000001150
COMPUTERLAND
808 W SAN CARLOS ST STE 20
SAN JOSE CA 95126

Phone: (408) 519-3200
Fax: (408) 519-3260

email:

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 REC	SOFTWARE CREATIVE CLOUD ALL APPS HIGHER ED ETLA SITE LICENSE (65290666) WITH ADOBE SIGN FOR ENTERPRISE EDU ETLA SITE LICENSE (65272755)	311.00 EA	73.00	22,703.00	09/24/2022

QUOTE # 176577-1
FCCC CONTRACT# 7425229 VALID 06-23-2020 TO 06-22-2024

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

Sub Total Amount	22,703.00
Sales Tax Amount	0.00
Total PO Amount	22,703.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.VA.ITSV	67800	00000	041A	22,703.00	2023

0001038445MCKECHND24 - AUG- 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: COMPUTERLAND 0000001150
 808 W SAN CARLOS ST STE 20
 SAN JOSE CA 95126
 United States

Phone: (408) 519-3200 **Fax:** (408) 519-3260
email:

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

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001038445	08/23/2022	1	
Requisition Name: CLAN-Adobe-SWMaint			
Requester Ronald Lewis			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: LEWISJ 23-AUG-2022			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	SOFTWARE, CREATIVE CLOUD ALLAPPS HIGHER ED ETLA SITE LICENSE (65290666) WITH ADOBE SIGN FOR ENTERPRISE EDU ETLA SITE LICENSE (65272755)	311	EA	73.00	22,703.00	

22,703.00 Sub-total
1,759.48 Est. tax

Total Requisition Amount: 24,462.48

QUOTE # 176577-1.
 NO DELIVERABLES. NO TAX. DOWNLOADS ONLY.
 PLEASE EMAIL PO TO syork@cland.com and zchang@cland.com.

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

QUOTE 171608-1 DTD 6/25/21
 FCCC # 4400773378 VALID

<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	22,703.00

Approval Signature	Approval Signature	Approval Signature
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808 W San Carlos St #20
 San Jose, CA 95126 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
 Fax : 408-519-3221 direct
 Fax : 408-519-3260

Date: 7/25/2022
Number: 176577-1
Page: 1 of 1
Sales order: 176577
Payment: Net 15
Purchase order

Bill to Los Rios CCD
 1919 Spanos Ct
 Sacramento, CA 95825

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

Item number	Description	Quantity	Unit price	Amount
65313789	CREATIVE CLOUD ALL APPS PRO HED FACULTY/STAFF ETLA SUB	311.00	73.00	22,703.00
65272755	ACROBAT SIGN FOR ENTERPRISE EDU T3 ETLA SITE LICENSE	311.00		0.00

Hi,
 Attached is the quote for renewal of your Adobe ETLA licensing, orders due September 15, 2022.
 " The new bundle will include Creative Cloud Pro, which includes Adobe Stock, Acrobat Sign (formerly Adobe Sign), as well as Sign Pro Services for \$73/FTE
 " You may add Captivate licensing in any quantity for \$85/user.
 " Due to the lateness of the final contract, the Foundation and ComputerLand have requested that Adobe extend the licensing currently in your consoles, and student licensing in the Foundation's console, for 60 days to allow for board approvals and purchase order processing.
 " POs will be due by September 15th this year, so that we can consolidate all orders and get the aggregate order to Adobe before the 60 day grace expires
 " This will be year 1 of a 3 year agreement, covering July 30, 2022 - July 29, 2025
 " This quote is for July 30, 2022 - July 29, 2023

Please let me know if you have any questions.

Smruti Chavan

Subtotal	22,703.00
Tax	0.00
Shipping & handling ..	0.00
Total	22,703.00

Los Rios Comm College District - FLC

Consortium Member Enterprise Term License Sales Order
 Foundation for California Community Colleges
 FCCC ETLA agreement number: 00901776
 July 30, 2022 – July 29, 2025

Products and Services Pricing Details

Line Number	Adobe SKU	Product Description	License Metric	Annual Unit Fees (per FTE)	Quantity	Annual Instalment Fee (Unit Fees x Quantity)
1.	65313789	All Apps, Pro HED Faculty/Staff (100% FTE)	Enterprise – Wide	73.00	311	22703.00
2.	65272755	Adobe Sign for enterprise EDU Tier 3 (100% F/S FTE)	Enterprise – Wide	0.00	311	0.00
Total License Term Fees (Annual Instalment Fee X Number of Years Left Remaining in License Term):						\$ 68,109.00

- 01 Adobe Sign for enterprise EDU Tier 3:
 During each 12-month license period, each licensed user is permitted to send up to 150 Transactions. Transactions for a given customer account are aggregated among all licensed users, and do not carry over from one 12-month license period to the next.
- 02 All Apps, Pro HED Faculty/Staff:
 This product includes all Creative Cloud On-premise Software, Acrobat Pro, access to all Creative Cloud On-demand Services, and access to the Adobe Stock On-demand Services. For clarity, Faculty Members and Staff Members are “Users” as defined in the Agreement. The Pro Images licensed under this Sales Order are delivered under the special terms for Pro Images in the Adobe Stock PSLT, except that the Pro Images license in the PSLT (section 7.2(A) of the PSLT version: Adobe Stock 2020v2) is replaced with the following: Pro Images are licensed under an Education License and not under the Works Extended License set forth in section 3.2 of the Adobe Stock PSLT. “Education License” means, for Faculty Members and Staff Members, that, subject to the restrictions in the Agreement, Adobe grants Customer the non-exclusive, perpetual (only for the specific uses of the Pro Images that Customer has used prior to the end of the License Term, including the Grace Period as applicable), worldwide, non-transferable, non-sublicensable license to allow Faculty Members and Staff Members to access the Adobe Stock On-demand Services and to license, use, reproduce, archive, modify, and display the Pro Images, in all media, for: (a) advertising, marketing, promotional, and decoration purposes related solely to the Enterprise; and (b) professional and academic activities related solely to the Enterprise, and not for any other purpose. For clarity, Customer may distribute marketing and promotional materials, internal presentations, decorations, and digital productions that display or incorporate the Pro Images solely for the benefit of the Enterprise.
- 03 Captivate:
 This product is primarily On-premises Software, with limited On-demand Services to support license management.

Terms and Conditions

- a. 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:


- i. "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.
 - ii. "Consortium Member" means that educational institution that meets the education eligibility criteria for Adobe's education programs described at <https://helpx.adobe.com/x-productkb/policy-pricing/education-faq.html>
 - iii. "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.
 - iv. "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.
 - v. "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).
 - vi. "Staff Member" means a then-current employee of the Consortium Member that provides administrative support to the Consortium Member's educational operations to faculty.
- b. 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 without the need for a unique log-in identifier; Consortium Member represents and warrants that as of the Effective Date, the total aggregate FTE Count is 311. 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.
- c. (A) Deployment. Consortium Members may Deploy the quantity of Products and Services in accordance with the license metric specified within the Products and Services Pricing Detail throughout its Enterprise. "Deploy" means to make a license available for Products and Services to a User or Computer, as applicable, regardless of whether the license was accessed by a User or not.
- (B) Annual True-Up Report. Using the form found at www.adobe.com/go/trueup, Customer must report any Annual Average Over-Deployment Count (defined below) by Consortium Members for the Products and Services. During the License Term, Customer must send the report to Adobe not later than 14 days before each anniversary of the License Term Start Date, including for Deployments added during the last year of the License Term.
- (C) Calculating Annual Average Over-Deployment Count. For each Month during the License Term, Customer will track Deployment in excess of the purchased quantity ("Baseline"), including the highest total number of licenses over-Deployed on any given day during the Month (the "Monthly High-Water Mark"), if any. "Month" means a calendar monthly period commencing upon the applicable License Term Start Date (e.g., January 15 through February 14, February 15 through March 14, etc.); note, Months may vary in actual number of calendar days. "Annual Average Over-Deployment Count" means a license count calculated by (i) summing up the Monthly High-Water Mark for each of the 12 Months of the applicable annual term (the Monthly High-Water Mark of the 12th Month is determined as the equivalent of the Monthly High-Water Mark of the 11th Month), and (ii) dividing the sum by 12.

d. **FERPA Compliance.** Adobe will be designated as a "school official" with a "legitimate educational interest" as those terms are defined under FERPA and its implementing regulations, and Adobe agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on "school officials".

e. Within 30 days of each anniversary of the License Term, Customer and Adobe may enter into a written addendum to this Sales Order to permit: (a) a new Consortium Member to participate in the consortium; (b) Consortium Member to purchase license rights for its Students; and (c) Consortium Members to purchase Adobe Products and Services other than those on its current sales order with Customer. Such additional license purchases will commence on an anniversary of the commencement of the License Term and extend through the remainder of the License Term.

By signing below, each party acknowledges that it has carefully read and fully understood the terms of this Agreement, which will become effective upon the date of the last signature (the "Effective Date").

Consortium Member: **Los Rios Comm College District - FLC**

Sign: 

Print: DANIEL McKECHNIE

Title: VICE PRESIDENT ADMINISTRATION

Date: 8/22/22

Address: 10 COLLEGE PARKWAY
FOLSOM CA 95630

Contact: JEFF LEWIS

* COMPUTER LAND

DO# 0001123135

RCVR # 0001103415

L#1 AS PER PS HAS BEEN REC. 10/11/22mkn

8/30/22
Praba

* Invoice # 283455, RCVD per Jeff Lewis

— No Receipt.