

Los Rios Community College District

PURCHASE ORDER NO 0001125684

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: 0000043431
LABSTER INC
561 WINDSOR ST B302
SOMERVILLE MA 02143

Phone: (617) 718-1200

email: customer.support@labster.com

Date 02/08/2023	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Method
Reference: 1040895 MESAC HANEYB		Location / Dept 04CYPH144

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	SIM BUNDLE: 12 USERS SOFTWARE LICENSE FOR ACCESS TO LABSTER'S LIBRARY OF VIRTUAL LAB SIMULATORS ACCESS PERIOD: 01-27-2023 TO 01-27-2024	12.00 JOB	89.00	1,068.00	02/08/2023

QUOTE / ORDER FORM DATED 01-31-2023

Sub Total Amount	1,068.00
Sales Tax Amount	0.00
Total PO Amount	1,068.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4303	12	FL.VI.SWPA	09580	00000	486Y	1,068.00	2023

0001040895MCKECHND02-FEB-2023

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: LABSTER INC
 19 WEST 34TH ST STE 1018
 NEW YORK NY 10001
 United States

0000043431

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001040895	01/27/2023	1	
Requisition Name:			
Labster-ENVT Lab-CM			
Requester			
Colleen Mesa			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: MESAC 27-JAN-2023			

email: Finance@Labster.com

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

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	SIM BUNDLE	12	JOB	89.00	1,068.00	

1,068.00 Sub-total
82.77 Est. tax

Total Requisition Amount: 1,150.77

Need ASAP for class that has already started.
 Please price match & pre-pay
 Pay order form access from 1.27.2023 - 1.27.2024

<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	4303	12	FL.VI.SWPA	09580	00000	486Y	1,068.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: SWP
 Project Grant: 486Y
 Program Director: Christopher Morris
 Program Goal: 486Y

Approval Signature	Approval Signature	Approval Signature
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LABSTER INC.

561 Windsor Street, B302 | Somerville, MA 02143
EIN No. 81-4817248

Expires: 2023-01-31

INSTITUTION PAY ORDER FORM

Customer: Folsom Lake College	
Purchase Order No.:	Customer Contact: Heather Ramil
Customer Billing Address: 10 College Pkwy Folsom, California 95630 United States	Customer Contact Phone: (916) 875-9088
	Customer Contact Email: ramilh@flc.losrios.edu
Customer Billing Contact Name: Greg McCormack	
Customer Billing Contact Phone Number: (916) 608-6500	
Customer Billing Contact Email: mccormg@flc.losrios.edu	

Payment Method: Institution Pay					
User Qty	Cost Per User	Product Code	Product/Service Description	Access Period Start Date	Access Period End Date
12.00	89.00	Sim Bundle	Full access to Labster's library of virtual lab simulations, learning supplements, and science education courseware for specific course(s). Includes student progress and results data as well as student and educator support.	2023-01-27	2024-01-27
INSTITUTION PAY* SUBTOTAL (excluding tax+):				1068.00 USD	
+If Customer is tax exempt, you must provide a valid tax exemption certificate with your EIN.					

Payment and Fees:

*Institution Pay - All initial and subsequent payments shall be due . Customer shall be invoiced for the Fees due upon signature of this Order Form. Unless otherwise specified, all dollars (\$) are in United States currency. Any per-user access which has not been used during the Access Period will expire and will not be refunded, nor rolled over, or be credited towards, any subsequent Access Period.

Labster Terms and Conditions

This Order Form shall be effective and binding on Labster Inc. ("Labster") and Customer and/or Customer's Affiliate (together, the "Parties" and individually a "Party") for the Access Period as of the date of full execution by each Party's authorized representative. Unless Labster and Customer have a mutually executed agreement in

place to govern, this Order Form and Customer's purchase and/or use of the Products and Services set forth above shall be governed by the terms and conditions set forth in Labster's Software Access Agreement, and by signing this Order Form, Customer agrees to Labster's Software Access Agreement available here: <https://www.labster.com/software-access-agreement/>. Furthermore, Customer acknowledges that this Order Form, the Software Access Agreement and any documents incorporated therein form the entire agreement between the Parties. Any other documents the Customer provides that enhances, alters, or contradicts the obligations of the Parties set forth in this Order Form and Labster's Software Access Agreement shall have no force or effect, and are considered null and void. Except as required by applicable law, each Access Period shall be renewed automatically on or about the one (1) year anniversary of the start of the Access Period ("Renewal Access Period"), unless Customer provides written notice to Labster to the contrary no less than thirty (30) days prior to the end of the then-current Access Period.

Signatures:

On behalf of Labster Inc.

On behalf of Customer**

Signature:

SIGNATURE AREA

Signature:

SIGNATURE AREA

Name:

Name:

Title:

Title:

Date:

Date:

**I represent that I have read the terms and conditions set forth in Labster's Software Access Agreement and that I am authorized to accept this offer and the terms and conditions of Labster's Software Access Agreement on behalf of the Customer identified above.