



Purchase Order

FY20/21

Page: 1 of: 2

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CITY OF CARSON
701 E. CARSON ST.
CARSON, CA 90745

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase
Order # **22100669**

Delivery must be made to the ship to
address.

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ZOHO CORPORATION
4141 HACIENDA DRIVE
PLEASANTON, CA 94588-8549

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CARSON CITY HALL
701 E CARSON STREET
RECEIVING DEPT
CARSON, CA 90745
Email: totineru@carson.ca.us
Phone: (310) 952-1751

Delivery Reference

Date	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
11/25/2020	6762			INFORMATION TECHNOLOGY		
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	ER - HELPDESK REMOTE DISTANCIN					
1	PART #85510.0S2 - ANNUAL SUBSCRIPTION FEE FOR MANAGEENGINE DESKTOP CENTRAL PROFESSIONAL EDITION FOR ADDITIONAL 300 COMPUTERS (TOTAL 500) PRORATED TILL 9/10/2021		1.0	EACH	\$2,900.00	\$2,900.00
2	PART #85510.0SU4 - MANAGEENGINE DESKTOP CENTRAL ADDONS, SUBSCRIPTION MODEL, ANNUAL SUBSCRIPTION FEE FOR ADDITIONAL 7 USERS, PRORATED TIL 9/10/2021		1.0	EACH	\$1,495.00	\$1,495.00
3	PART #46139.31N - MANAGEENGINE SERVICEDESK PLUS PROFESSIONAL EDITION, PERPETUAL SINGLE INSTALLATIONLICENSE FEE FOR ADDITIONAL 2 TECHNICIANS		1.0	EACH	\$1,300.00	\$1,300.00
4	PART #46139.31M - MANAGEENGINE SERVICEDESK PLUS PROFESSIONAL EDITION, PERPETUAL, AMS FEE FOR ADDITIONAL 2 TECHNICIANS, PRORATED TIL 9/10/2021		1.0	EACH	\$260.00	\$260.00
REFERENCE: QUOTE DATED SEP 29, 2020 VENDOR CONTACT: HARRISON SHAW, hari.s@manageengine.com OR 212-461-8017						
NOTES: 1. THE CITY OF CARSON RESERVES THE RIGHT TO TERMINATE THIS ORDER AT ITS DISCRETION. ALL ORDERS ARE FOR THE CURRENT FISCAL YEAR ONLY AND ARE NOT SUBJECT TO AUTOMATIC RENEWAL UNLESS A NEW PURCHASE ORDER IS ISSUED. 2. REFERENCE THE P.O. # ON THE INVOICE(S) PERTAINING TO THIS ORDER. FAILURE TO REFERENCE THE P.O. # ON THE INVOICE(S) MAY DELAY THE PROCESSING OF PAYMENT(S). 3. EMAIL ALL INVOICE(S) TO: acctpayable@carson.ca.us AND INCLUDE THE COMPANY NAME AND INVOICE # ON THE SUBJECT LINE. IF YOU ARE MAILING THE INVOICE(S), PLEASE SEND TO CITY OF CARSON, ATTN: ACCOUNTS PAYABLE, 701 E. CARSON ST., CARSON, CA 90745.						

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NEXT PAGE**

EXHIBIT NO. 1



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RECEIVING DEPT
CARSON, CA 90745
Email: totineru@carson.ca.us
Phone: (310) 952-1751

Delivery Reference

Date	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
11/25/2020	6762			INFORMATION TECHNOLOGY		
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	4. IF YOU HAVE ANY QUESTIONS OR CONCERNS REGARDING THIS P.O., CONTACT JOSILLA TOGIOLA, BUYER'S ASSISTANT, AT (310) 952-1758, EXT. 1237 OR VIA E- MAIL AT jtogiola@carson.ca.us . REQ #: 12100846					

By:


Purchasing Manager

Total Ext. Price	\$5,955.00
PO Total	\$5,955.00

TERMS AND CONDITIONS

1. **DEFINITIONS:** "Buyer" is City of Carson, a California municipal corporation, its elected officials, officers, employees and agents, acting through the Carson City Council, the Carson City Manager, or any duly authorized agent or representative; "Seller" is entity and/or person selling/providing to Buyer a product, item or service ("Articles"). Buyer and Seller are sometimes hereinafter individually referred to as "party" and hereinafter collectively referred to as the "parties."

2. **BINDING CONTRACT:** **This purchase order constitutes Buyer's offer to Seller and is a binding contract upon the terms and conditions set forth herein upon acceptance by Seller either by acknowledgment, commencement or performance (whichever comes first in time).** Acknowledgment includes but is not limited to acceptance of these terms and conditions through the Buyer's website, and such person accepting these terms and conditions on behalf of the Seller hereto warrants that he/she is duly authorized to execute these terms and conditions on behalf of Seller, and by such acceptance Seller is formally bound to these terms and conditions. This contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties. Any terms and conditions (including price and delivery/service date) proposed by Seller in accepting Buyer's offer, which are inconsistent with or in addition to the terms and conditions herein set forth, shall be void and of no effect, unless and to the extent expressly accepted by Buyer in writing. This contract supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings related to the subject matter hereof, between Buyer and Seller, with the exception of if the Seller and City enter into an additional contemporaneous written contract concerning the subject matter of this contract, then in the event of conflict between the respective terms, such written contract shall govern.

3. **DOCUMENTATION.** Each delivery of goods must be accompanied by a Packing Slip specifying quantity, description of delivery, and purchase order number. Original Bill of Lading or Express Receipts properly signed by carrier's representative should be mailed not later than the day after shipment is made. A copy of the invoice must be sent to Accounts Payable not later than the day after shipment is made or service commences, as applicable; individual invoices must be issued for each shipment or service provided, against each purchase order; and, invoices shall contain the following information: Purchase order number, description of Articles, unit prices, extended totals, and name and title of Buyer representative who initiated the subject transaction for City of Carson.

4. **DATA AND FACILITIES:** Seller acknowledges that it has in its possession all applicable and necessary specifications and drawings, and all other documents to which reference is made herein and/or which are matched hereto (collectively "data"), and that such data are adequate to enable Seller fairly to determine its ability to perform the work called for herein at the price and in accordance with the schedule set forth. Seller represents that it now has or can readily procure, without assistance of Buyer, all facilities, machinery and equipment necessary for the performance of this purchase order.

5. **PACKING AND SHIPPINGS:** Deliveries shall be made as specified without charge to Buyer for boxing, crating, or storage unless otherwise specified, and Articles shall be suitably packed to secure lowest transportation costs, in accordance with the requirements of common carriers, and in such manner as to assure against damage from weather or transportation. Articles shall be described on bills of lading in accordance with current National Motor Freight Classification (NMFC) or Uniform Freight Classification (UFC), as applicable. Buyer's order numbers must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipment for two or more destinations when so directed by Buyer shall be shipped in separate boxes or containers for each destination, at no extra charge. Shipping will be paid for and handled by Seller unless otherwise expressly stated by Buyer in writing.

6. **PERFORMANCE:** Time is of the essence in the provision by Seller of the Articles to the Buyer, as well as the performance of the work and services, required hereunder. Seller covenants that it shall follow the highest professional standards in performing both the provision of Articles to the Buyer, as well as the work and services required hereunder.

7. **INTERPRETATION:** The terms of this contract shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this contract or any other rule of construction which might otherwise apply.

8. **TAXES:** Seller shall separately state on all invoices any taxes imposed by federal, state, county or local government applicable to furnishing of the Articles; provided, however, where a tax exemption is available, such tax shall be subtracted from the total price and identified. Municipalities are exempt from federal excise and transportation taxes. Total prices quoted by Seller to Buyer are to exclude federal taxes. Exemption certificates will be furnished upon Buyer's request. Unless otherwise indicated, prices quoted will be considered to exclude state and city sales or use tax, which is payable by the city.

9. **APPROVALS:** Seller shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the provision by the Seller of the Articles to the Buyer, as well as the performance of the work and services, required hereunder, unless otherwise expressly stated by Buyer in writing.

10. **PRICES:** Seller represents that prices quoted to or paid by Buyer shall not exceed current prices charged to any other customer of Seller for Articles which are the same or substantially similar to the Articles, taking into account the quality under consideration, and Seller will immediately refund any amounts paid by Buyer in excess of such price upon written demand from Buyer or upon Seller knowledge of such discrepancy.

11. **CASH DISCOUNT:** The date used as the basis for cash discount calculation is the date either the Articles are received or the date performance is complete, or the date an acceptable invoice is received, whichever is later.

12. **WARRANTY:** Seller warrants that all Articles will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship, quality and material, fit for the purpose intended, suitably safe and sufficient for the intended use, and free from defect. Unless manufactured pursuant to detailed design furnished by Buyer, Seller assumes design responsibility and warrants the Articles to be free from design defect and suitable for the purposes intended by Buyer. Seller's warranties, together with its service guarantees, shall run to Buyer and its customers or users of the Articles and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance, use of or payment for all or any part of the Articles shall in no way affect its warranty rights whether or not a breach of warranty had become evident at the time. Seller warrants that it has good title to Articles supplied hereunder and such Articles are free of liens and encumbrances. These warranties are in addition to those implied in fact or law.

13. **DEFAULT:** Buyer may, by written notice to Seller, cancel for default this contract, in whole or from time to time in part, (1) if the Seller fails to deliver the Articles or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (2) if the Articles delivered do not conform to contractual requirements or if Seller fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms; or (3) if the Seller becomes insolvent or commits an act of bankruptcy. If this contract is cancelled for default, Buyer, in addition to all other rights afforded by law for Seller's breach of contract, shall have the right to charge Seller the amount, by which the costs of fabricating or procuring the Articles cancelled, from another source, exceed the prices specified herein, and Buyer may set off any such charge against any amounts which may become payable to Seller under the contract or otherwise.

Upon such cancellation Seller will deliver to Buyer any of the Articles, parts or materials, for which Buyer shall make written request at or after cancellation and Buyer will pay Seller the fair value of any such property so requested and delivered. Notwithstanding Buyer's right to cancel the contract for delay in delivery, Seller shall not be liable to Buyer for any damages therefor if Seller's delay is due both to causes beyond its control as well as without Seller's fault or negligence, provided Seller exercises due diligence in promptly notifying Buyer of conditions causing delay; and, if Seller's delay is caused by the default of a subcontractor or supplier, then only if such default arises out of causes beyond the control of both Seller and the subcontractor or supplier, without the fault or negligence of either of them, and the supplies or services to be furnished by them were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule.

14. **CHANGES:** Buyer shall have the right by written notice to both suspend work, as well as to change: the extent of the work covered by the contract; the drawings, specifications, or other description herein; the time, method or place of delivery; or, the method of shipment or packaging. Upon receipt of any such notice, Seller shall proceed promptly to make the changes in accordance with the terms of the notice. If any such change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment shall be negotiated promptly and the contract modified in writing accordingly. Seller shall deliver to Buyer as promptly as possible, and in any event within thirty (30) days after receipt of such notice, a statement showing any change in the delivery dates and prices caused by such notice, such statement to be supplemented within thirty (30) days from the date thereof by detailed specification of both the reasons for the adjustment in delivery dates as well as of the amount of the price adjustment and supporting cost figures. Failure of Seller to submit all of these statements within the time limits stated shall constitute Seller's consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.

15. **TERMINATION:** The performance of work or the delivery of Articles under this purchase order may be terminated in whole or from time to time in part in the sole and unfettered discretion of Buyer by written notice to Seller, which termination shall not be deemed to be a breach of contract on the part of the Buyer. Seller acknowledges and agrees that, in the event of a labor dispute between Seller and Seller's employees or recognized employee bargaining unit(s), Buyer reserves the right, in its sole and unfettered discretion, to terminate this purchase order, which termination shall not be deemed to be a breach of contract on the part of Buyer.

16. **COMPLIANCE WITH LAW:** Seller shall in the performance of this contract comply with all applicable laws, regulations, ordinances, resolutions, demands, statutes, rules and requisitions of the City of Carson and any Federal, State or local government agency of competent jurisdiction.

17. **CALIFORNIA LAW:** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

18. **ASSIGNMENT OF CONTRACT:** None of the sums due or to become due nor any of the work to be performed under this contract shall be assigned nor shall Seller subcontract for completed or substantially completed Articles or major components thereof without Buyer's prior written consent. Any assignment to which Buyer consents shall be subject to set-off or recoupment for any present or future claim which Buyer may have against Seller.

19. **INDEPENDENT CONTRACTOR:** Seller shall perform all work and services required herein as an independent contractor of Buyer with only such obligations as are consistent with that role. Seller shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Buyer, or that it is a member of a joint enterprise with Buyer.

20. **ADVERTISING:** Seller shall not, without first obtaining prior written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to provide Buyer the Articles.

21. **INDEMNITY AND INSURANCE:** **Seller agrees to indemnify, defend and hold harmless the Buyer against, and will hold and save Buyer harmless from, any and all actions (either judicial, administrative, arbitration or regulatory claims), damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the acts, omissions or negligence of Seller, its officers, agents, suppliers, subcontractors, invitees or employees in the performance of this order and contract (including but not limited to allegations that Articles or items developed, provided or used under this contract infringe or violate any copyright, trademark, patent trade secret, or any other intellectual property or proprietary right of any third party), except claims or liabilities occurring as a result of Buyer's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Seller and shall survive termination or expiration of this contract. Seller shall provide necessary worker's compensation insurance for Seller's employees and workers at the Seller's own cost and expense. Seller shall also acquire all other necessary insurance as specified by City on the face of the purchase order (or otherwise), at Seller's own cost and expense.**

22. **WAIVERS:** The failure of the Buyer to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this contract, or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, or the future exercise of such right, but the obligation of Seller with respect to such future performance shall continue in full force and effect.

23. **Non-liability of City Officers and Employees:** No officer or employee of the Buyer shall be personally liable to the Seller, or any successor in interest, in the event of any default or breach by the Buyer or for any amount, which may become due to the Seller or to its successor, or for breach of any obligation of the terms of this contract

24. **NOTICE:** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Buyer, to the attention of the City of Carson Purchasing Manager, City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Seller, to the person(s) at the Seller's address designated on the face of the purchase order, or as otherwise directed in writing by Seller. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

25. **SEVERABILITY.** In the event that part of this contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this contract which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this contract meaningless.