

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

PURCHASE ORDER NO 0001069179

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date	Revision	Page
11/30/2012		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
0001004889 LEWIS POONV	04CYPH129 IT	

Vendor: 0000033342
 KNOWLEDGENET ENTERPRISES, LLC
 2544 EAST UNIVERSITY DRIVE
 PHOENIX AZ 85034

Ship To: FOLSOM LAKE COLLEGE
 RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630
 United States

email:

Bill To: 1919 Spanos Court
 Sacramento CA 95825-3981
 United States

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	TRAINING - VMWARE ALL ACCESS: INCLUDES VMWARE INSTALLATION, ADMINISTRATION, AND OPTIMIZATION COURSEWARE, HYPER-V AND OTHERS. INCLUDES E-LIBRARY- ACCESS TO THOUSANDS OF PUBLISHED IT BOOKS ONLINE 1 YEAR ACCESS BEGINNING 9/28/12	1.00	EA	2,500.00	2,500.00	10/26/2012
2- 1	TRAINING - MICROSOFT ALL ACCESS: OVER 30 MS TECHNICAL EXPERT LIVE AND EXPERT ENCORE COURSES WITH STUDENT GUIDES; INCLUDES E-LIBRARY- ACCESS TO THOUSANDS OF PUBLISHED IT BOOKS ONLINE; 1 YEAR ACCESS BEGINNING 9/28/12	1.00	EA	2,500.00	2,500.00	10/26/2012

QUOTE # 302989 DATED 9/12/12

EMAIL PURCHASE ORDER
 EMAIL ADDRESS : tom.faccone@knowledgenet.com
 ATTN : Tom Faccone


Sub Total Amount	5,000.00
Sales Tax Amount	0.00
Total PO Amount	5,000.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5200	11	FL.VA.ITSV	67800	00000	101E	5,000.00	2013

0001004889KIRELINK24-OCT-2012

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

 11/30/12

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods 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.

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 persons, 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 the 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 \$3,000,000 AGGREGATE 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.
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 those terms are 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, CONTRACTORS 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.

LOS RIOS COMMUNITY COLLEGE DISTRICT
Sole Source Purchase Justification

Vendor: KnowledgeNet Enterprises LLC Requisition No: 0001004889
Commodity/Service: _____
Estimated annual expenditure for the above commodity or service: \$: 5000.00

Pursuant to Purchasing Policy, Sole Source purchase requests & approvals must be performed in advance and shall be supported by written documentation. This form and appropriate supporting documentation fulfils that requirement.

Initial all entries below that apply to the proposed purchase. Attach support documentation justification memo as described below (More than one entry will apply to most sole source products/services for purchase requested).

1. _____ SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed).
2. _____ SOLE SOURCE REQUEST IS FOR ONLY GREATER SACRAMENTO AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturers — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed).
3. THE PARTS/EQUIPMENT IS NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum).
4. _____ THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application).
5. _____ THE PARTS/EQUIPMENT IS REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request).
6. _____ CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) PURCHASE CONTRACT NO: _____
7. _____ "PIGGY-BACK"/UMBRELLA PURCHASE ON ANOTHER GOVERNMENT ENTITY'S CONTRACTS
8. _____ NONE OF THE ABOVE APPLIES. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests commodities and services to be procured from the vendor identified as the sole source supplier of the service or material described in this sole source justification and is authorized as a sole source for the service or material.

J. Lewis _____ 11/16/2012
AUTHORIZED SIGNATURE DATE

SOLE SOURCE AUTHORIZATION: (PURCHASING USE ONLY)

APPROVED DISAPPROVED

By: _____ Date: _____ Guidelines Div. #: _____

**LOS RIOS COMMUNITY COLLEGE DISTRICT
DISTRICT PURCHASING**

Date: November 14, 2012

To: Jeff Lewis, IT Services

From: Brenda Haney, Business Services

Subject: Justification Requirements for Sole-Source Procurements
Requisition No. 0001004889 Vendor Name: KnowledgeNet Enterprise LLC

SOLE-SOURCE ITEMS

Sole-source items are those items which perform a certain function for which no other items are known to exist. In a highly technological society, either patents or a clearly superior product may perform a function that limits you to a sole source. If it is economically advantageous and critical for its use in conjunction with instruction or operation to use such a product, then it is suggested that you do so. Justification for specifying such items is extremely important and should be clearly stipulated. Sole-source situations can be minimized by your using performance specifications and request for quotes (RFQ's).

Competitive bidding is not a thoroughly suitable purchase method for sole-source items. It is best to advertise for bids on an "approved equal" basis; if no bids are offered, proceed to negotiate a fair and reasonable price with the sole source. When only one bid is received, you may have a sole-source situation if you believe that no other competitive sources are available.

Sole-source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

The following represents factors that might justify sole source:

1. What capability does the proposed vendor have that is critical to the specific effort and make the vendor clearly unique compared to other vendors in the same general field?
 - a. This vendor offers unique Online Training, Archived Training, and Counseling that other vendors do not. In addition, this vendor offered deep discounts and approval to share training with all members of our department vs. paying for a subscription for each individual member. This shared use saves approximately \$10,000.00 – *Jeff Lewis 11/16/2012*
2. What prior experience of a highly specialized nature does the proposed vendor have that is vital to the proposed effort?
3. What facilities, staffing, and/or equipment does the proposed vendor have that are specialized and vital to the commodities or services required?
4. Does the proposed vendor have a substantial investment that would have to be duplicated at the District's expense by another vendor entering the field?
5. If schedules are involved, why are they critical and why can the proposed vendor best meet them?

The enclosed form should be completed and submitted with your Requisition for justification.

Requisition

Vendor: MISCELLANEOUS

 ***** CA 95825
 United States

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630

Business Unit: GENFD		APPROVED
Req ID:	Date	Page
0001004889	10/23/2012	1
Requester		Bldg#
Jeff Lewis		IT
Requester Signature		
Buyer: Vivian Poon		
Approved: KIRKLINK 24-OCT-2012		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	TRAINING - VMWARE ALL ACCESS: INCLUDES VMWARE INSTALLATION, ADMINISTRATION, AND OPTIMIZATION COURSEWARE, HYPER-V AND OTHERS. INCLUDES E-LIBRARY- ACCESS TO THOUSANDS OF PUBLISHED IT BOOKS ONLINE 1 YEAR ACCESS BEGINNING 9/28/12	1.0000	EA	2,500.00	2,500.00	10/26/2012
NO TAX.						
2-1	TRAINING - MICROSOFT ALL ACCESS: OVER 30 MS TECHNICAL EXPERT LIVE AND EXPERT ENCORE COURSES WITH STUDENT GUIDES; INCLUDES E-LIBRARY- ACCESS TO THOUSANDS OF PUBLISHED IT BOOKS ONLINE; 1 YEAR ACCESS BEGINNING 9/28/12	1.0000	EA	2,500.00	2,500.00	10/26/2012
NO TAX.						

Total Requisition Amount: 5,000.00

NO TAX.
 TOTAL IS \$5000.00.
 PLEASE EMAIL PO TO VENDOR AT tom.faccione@knowledgenet.com
 TRAINING FOR IT.

VENDOR INFORMATION:
 KNOWLEDGENET
 2544 EAST UNIVERSITY DRIVE
 PHOENIX, AZ 85034-6913.

<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	5200	11	FL.VA.ITSV	67800	00000	101E	5,000.00

Approval Signature	Approval Signature	Approval Signature
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Purchase Agreement

KnowledgeNet
2544 East University Drive
Phoenix, AZ 85034-6913

Date: 9/12/2012
Quote# 302989

Sales/Support:
Phone: (877) 797-2799 ext. 2735
Fax: (858) 225-0161
support@knowledgenet.com
www.knowledgenet.com

Quote Prepared For:
Jeff Lewis / Jim Cosentino
Folsom Lake College
10 College Parkway
Folsom, CA 95630
lewisi@fic.losrios.edu
cosenti@fic.losrios.edu

Account Manager	Tom Faccione
	tom.faccione@knowledgenet.com
Number of Students	2

Qty	Item	Description	Per Student	Total
1	VM-AA	VMware All Access: Includes VMware Installation, Administration and Optimization courseware, Hyper-V and others. Includes e-Library- access to thousands of published IT books online; 1 year access beginning 9/28/12	\$4,490.00	\$4,490.00
1	MS-AA	Microsoft All Access: Over 30 Microsoft Technical Expert Live and Expert Encore courses with student guides; Includes e-Library- access to thousands of published IT books online; 1 year access beginning 9/28/12	\$4,490.00	\$4,490.00
2	Disc	**Renewal Discount	-\$1,500.00	-\$3,000.00
2	Disc	Customer Appreciation Additional Discount	-\$490.00	-\$980.00
ALL AMOUNTS US DOLLARS			Sub Total	\$5,000.00
			TOTAL	\$5,000.00

Purchase Agreement Acceptance:

Authorized By: Kathleen Kirklik
Signature Expires 09/30/2012

Title: Vice President, Administration

Email: kirklik@fic.losrios.edu

Invoice Us Credit Card Cisco Learning Credits Purchase Order

If PO is not submitted with agreement, expected date of receipt:

Billing Address: Same as above

Address Line 1

City

Address Line 2

Zip

State/Province

Country

Terms and Conditions:

Signature authorizes agreement to purchase above listed products. Registration cannot be confirmed without payment. We accept company checks, Visa, MasterCard, Discover and American Express or one of the following: Valid Purchase Order, Check Request or Signed Purchase Agreement that can be invoiced against. **Invoiced accounts will be billed NET 30.** All purchases are subject to the Terms and Conditions viewable at <http://www.knowledgenet.com/terms-of-use>

**Renewal Discount available if registered with only a signed quote by 9/30/2012.









Jeff Lewis-Jim Cosentino- Folsom Lake College-1 VMware All Access+1 Microsoft All Access(9-28-12 Renewal Period)

EchoSign Document History

September 12, 2012

Created:	September 12, 2012
By:	Tom Faccione (Tom.Faccione@knowledgenet.com)
Status:	SIGNED
Transaction ID:	ZH993X373Z5733

“Jeff Lewis-Jim Cosentino-Folsom Lake College-1 VMware All Access+1 Microsoft All Access(9-28-12 Renewal Period)” History

-  Document emailed to Kathleen Kirklin (cosentj@flc.losrios.edu) for signature
September 12, 2012 - 10:01 AM PDT
-  Document created by Tom Faccione (Tom.Faccione@knowledgenet.com)
September 12, 2012 - 10:01 AM PDT - 63.229.61.34
-  Document viewed by Kathleen Kirklin (cosentj@flc.losrios.edu)
September 12, 2012 - 10:23 AM PDT - 165.196.162.12
-  Kathleen Kirklin (cosentj@flc.losrios.edu) has agreed to the terms of use and to do business electronically with KnowledgeNet
September 12, 2012 - 12:38 PM PDT - 165.196.56.58
-  Document esigned by Kathleen Kirklin (cosentj@flc.losrios.edu)
September 12, 2012 - 12:38 PM PDT - 165.196.56.58
-  Signed document emailed to Kathleen Kirklin (cosentj@flc.losrios.edu), Tom Faccione (Tom.Faccione@knowledgenet.com) and lewisj@flc.losrios.edu
September 12, 2012 - 12:38 PM PDT