

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PURCHASE ORDER NO

0001081045

14/15 Compl -

PP

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
04/21/2015	1 - 04/21/2015	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
715943 PIPKINK GALLARZC	04ASPH143 STUSVC	

5/12/15

Vendor: 0000024295
 RENAISSANCE LEARNING INC
 PO BOX 8036
 WISCONSIN RAPIDS WI 54495-8036

Phone: (800) 338-4204
 Fax: (877) 280-7642

email: www.renlearn.com

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

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	ACC MATH LIVE REAL TIME STARTER KIT SCHOOL FEE	1.00	EA	550.00	550.00	04/28/2015
2- 1	AM LIVE REAL TIME STARTER KIT SUBSCRIPTION, 05/01/2015 - 04/30/2016	50.00	EA	21.00	1,050.00	04/28/2015
3- 1	SCANNER - ACCELSAN 2210 SCANNER AND POWER SUPPLY	1.00	EA	259.00	259.00	04/28/2015
4- 1	AM 2.02 + SCAN CARDS PK OF 1000	1.00	EA	45.00	45.00	04/28/2015
5- 1	SHIPPING AND HANDLING	1.00	EA	21.23	21.23	04/28/2015

RCVR = 1067882

5,511.13

REFERENCE QUOTE# 1343704

Sub Total Amount	1,925.23
Sales Tax Amount	26.02
Total PO Amount	1,951.25

PAID 5/15/15

94-716250

\$1,925.23

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4300	12	FL.VS.MATR	63200	00000	598A	48.60	2015
GENFD	5603	12	FL.VS.MATR	63200	00000	598A	1,050.00	2015
GENFD	5890	12	FL.VS.MATR	63200	00000	598A	550.00	2015
GENFD	6490	12	FL.VS.MATR	63200	00000	598A	302.65	2015

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 (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

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

[Handwritten Signature] 4/27/15

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.

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 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

Requisition

Page 1 of 1

Req. No. **715943**
P.O. NO.

Vendor Code _____ **DATE** 3/19/15
Approved _____ **VENDOR** Renaissance Learning
Terms _____ **ADDRESS** PO Box 8086
F.O.B. _____ **CITY** Rapids **STATE** WI **ZIP** 54495
PHONE 800-338-4204 **FAX** 877-280-7642

DELIVERY INSTRUCTIONS
7 P O B 8086 ASPH 143
Location Code FLC **College/District Location** Student Services
Department Student Services **Date Required** 4/30/15
Division _____

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES <small>*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.</small>	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	AccelScan2210 Scanner and Power Supply	1	(6490)	259.00	259.00 TX
2	AM 2.02+ Scan Cards PK of 1000	1	(4300)	45.00	45.00 TX
3	AM Live Real Time Starter Kit Subscription	50	(5003)	1,050.00	1,050.00 non TX
4	5/1/2015 - 4/30/2016				
5	Acc Maths Live Real Time starter Kit School Fee	1	(55810)	550.00	550.00 non TX
6					
7	Quote # 1343704				
8	① Genfd 5890 12 FL.VS. ^{MATR} OSPS 63200 598A \$ 550				
9	② Genfd 5603 12 FL.VS. MATR 63200 598A \$ 1050				
10	③ Genfd 649 12 FL.VS. MATR 63200 598A \$ 303				
11	④ Genfd 4300 12 FL.VS. MATR 63200 598A \$ 49				
12					
13	Shipping & Handling (6490)				21.23 TX

Purchases Charged to Categorical Programs, Grants or Special Projects
This purchase is in compliance with the requirements of _____
Program Name 598A
Program Director/Coordinator Signature Malcolm Daw For grants/special projects
Project/Grant Number _____
Program Goal/Objective Number/Explanation Student Equity Math bootcamps
Total \$ 1,951.27

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.
Kevin Pipkin 3/20/15
Malcolm Daw 3/25/15
Kathleen Kubler 3/30/15
Malcolm Daw 3/20/15
Kathleen Kubler 3/30/15

REQUESTED BY:	TYPED/PRINT	DATE	Program	Sub-Class	BY	Proj/Grnt	Amount
	<u>Kevin Pipkin</u>	<u>3/20/15</u>	<u>63200</u>	<u>00000</u>	<u>2015</u>	<u>598A</u>	<u>\$ 1,951.27</u>
REQUESTED BY:	SIGNATURE	DATE	Program	Sub-Class	BY	Proj/Grnt	Amount
	<u>Malcolm Daw</u>	<u>3/25/15</u>	<u>63200</u>	<u>00000</u>	<u>2015</u>	<u>598A</u>	<u>\$ 4300 \$48.60</u> <u>5603 \$1050.00</u> <u>6490 \$303.60</u> <u>4300 \$49.00</u>
AUTHORIZED:	DEAN OR AUTHORIZED SIGNATURE	DATE	Program	Sub-Class	BY	Proj/Grnt	Amount
	<u>Malcolm Daw</u>	<u>3/20/15</u>	<u>63200</u>	<u>00000</u>	<u>2015</u>	<u>598A</u>	<u>\$ 4300 \$48.60</u> <u>5603 \$1050.00</u> <u>6490 \$303.60</u> <u>4300 \$49.00</u>
APPROVED:	VICE PRESIDENT, ADMINISTRATION	DATE	Program	Sub-Class	BY	Proj/Grnt	Amount
	<u>Kathleen Kubler</u>	<u>3/30/15</u>	<u>63200</u>	<u>00000</u>	<u>2015</u>	<u>598A</u>	<u>\$ 4300 \$48.60</u> <u>5603 \$1050.00</u> <u>6490 \$303.60</u> <u>4300 \$49.00</u>

*** Asset Location** - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.
Location Code 04ASPA143 **Dept.** STEM
Building FL-1 **Room No.** 143

Instructions on Reverse

LOS RIOS COMMUNITY COLLEGE DISTRICT
Sole Source Purchase Justification

Date: 3/19/15

To: DO Purchasing

From: Kevin Pipkin, FCC

Subject: Justification Requirements for Sole-Source Procurements

Requisition No. 715943

Vendor Name: Renaissance Learning

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?
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.

LOS RIOS COMMUNITY COLLEGE DISTRICT

Sole Source Purchase Justification

Vendor: Renaissance Learning Requisition No: 715943
Commodity/Service: Software and Equipment
Estimated annual expenditure for the above commodity or service: \$: 1,000

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. KP SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS.
2. SOLE SOURCE REQUEST IS FOR ONLY GREATER SACRAMENTO AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER.
3. KP THE PARTS/EQUIPMENT IS NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER.
4. KP THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION.
5. THE PARTS/EQUIPMENT IS REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION.
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.

Kim Highman AUTHORIZED SIGNATURE DATE 4/06/15

SOLE SOURCE AUTHORIZATION: (PURCHASING USE ONLY)

APPROVED DISAPPROVED

By: Date: Guidelines Div. #:

LOS RIOS COMMUNITY COLLEGE DISTRICT

1919 Spanos Court, Sacramento, CA 95825

Phone (916) 568-3071 FAX (916) 568-3145

Purchasing Department

lrccdpurchase@losrios.edu



Sacramento City College

American River College

Cosumnes River College

Folsom Lake College

CONFLICT OF INTEREST STATEMENT

This is to certify that the undersigned employee(s) has/have no economic interests which may foreseeably be materially affected by having participated in the development of the specifications for service, equipment and/or material represented by the referenced requisition.

(Pursuant to District Regulation R-8323 and District Policy P-8611

This form must be signed and submitted with the Purchase Requisition (GS Form 127) for those transactions listed below.)

- ❖ Sole Source
- ❖ Professional Service Agreements

- ❖ Service Agreements (GS Form 78: Rev. 2/2012)
- ❖ Selection Committee Recommendations (formal process)

READ CAREFULLY BEFORE SIGNING:

Kevin Kipmer 3/20/15
Employee/Date

715943
Requisition Number

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

OFFICIAL USE ONLY:	
PURCHASE ORDER#	
BUYER/DATE:	

RENAISSANCE LEARNING™

Accelerating learning for all

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Quote #: 1343704

Folsom Lake College - 1631920
10 College Pkwy
Folsom, CA 95630
Contact: Kevin Pipkin - (916) 608-6500
Email: pipkink@flc.losrios.edu

Reference ID: 75235
Created: 03/18/2015

Quote Summary	School Count : 1
Product & Services Total	\$1,904.00
Shipping and Processing	\$21.23
Sales Tax	\$26.04
Grand Total	\$1,951.27

To place an order, please submit your organization's required purchase order with reference to quote number 1343704. An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Mail: PO Box 8036, Wis. Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive(s) Tom LaComb at (877)988-8043, Thank You.

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

RENAISSANCE LEARNING™

Accelerating learning for all

Quote #: 1343704

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Folsom Lake College - 1631920			
Products & Services	Quantity	Unit Price	Total
AccelScan 2210 Scanner and Power Supply TX	1	\$259.00	\$259.00
AM 2.02+ Scan Cards Pk of 1000 TX	1	\$45.00	\$45.00
AM Live Real Time Starter Kit Subscription 5/1/2015 - 4/30/2016 N/TX	50	\$1,050.00	\$1,050.00
Acc Math Live Real Time Starter Kit School Fee N/TX	1	\$550.00	\$550.00
Shipping/Handling for Small Package Ground TX	1	\$21.23	\$21.23
Folsom Lake College Subtotal			\$1,925.23
Sales Tax			\$26.04
Folsom Lake College Total			\$1,951.27

6490
4300
5603
5840
6490

RENAISSANCE LEARNING™

Accelerating learning for all

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Quote #: 1343704

Subscription Summary	
Accelerated Math Starter Kit Real Time	Quantity
Folsom Lake College - 1631920	50
Accelerated Math Starter Kit Real Time Total	50

Renaissance Learning™, Inc. Application Hosting Agreement

1. Recitals and Definitions. This application hosting agreement ("Agreement") is made between Renaissance Learning, Inc. ("RLI") and Folsom Lake College, Folsom, CA ("Customer"). Customer desires RLI to provide an application hosting service for certain RLI software licensed by Customer ("Hosted Application(s)"), which is installed on servers located within the RLI hosting network and accessed by Customer via the Internet, and RLI desires to provide such application hosting service to Customer pursuant to the terms and conditions found in this Agreement. NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby agreed between the parties as follows:

2. Description of Application Hosting Services ("Hosting Services"). RLI shall provide access to the Hosted Application for those schools in the Customer's district that have purchased Hosting Services from RLI, as evidenced by a Customer purchase order or a quote accepted by Customer ("Order") which shall be deemed to be part of this Agreement. This Agreement solely covers the installation and use of separately licensed applications via the RLI hosting network. No license to use any software is explicitly stated or implied within this Agreement, all software applications must be licensed separately. License terms are contained within each Hosted Application and must be accepted by Customer in each respective application.

3. Access to Hosted Application. Access rights granted to Customer shall be limited to those access rights necessary to use the functions provided in the Hosted Application. RLI reserves the right to restrict or prevent access to (i) any and all functions that access critical server or system resources; (ii) directly modify the Hosted Application directories or database; or (iii) violate the terms of any Hosted Application software license agreement. RLI will provide Customer with an administrative logon ID and other information necessary to: connect to, access, and, use the Hosted Application.

4. Customer Responsibilities and Acknowledgements. Customer agrees and understands that:

- (i) The Hosted Application will be housed at an RLI chosen facility, and will operate on servers determined by RLI;
- (ii) Under this Agreement, RLI will only provide the services described in paragraph 2 and 3 above;
- (iii) Customer covenants that it will purchase, has purchased, or has otherwise legally obtained licenses for each Hosted Application, and represents to RLI that it has the right and power to enter into this Agreement;
- (iv) Customer will only use Hosted Applications in accordance with the software license agreement terms, will not make any Hosted Application available to any third party and, in particular will not allow Accelerated Reader quizzes to be taken from outside Customer's school or district facilities.
- (v) Use of computer technology, public utilities and the internet are inherently subject to uncertainties and there can be no assurances that the Hosting Services will be uninterrupted, error-free, virus free, without slow response time, or completely secure; and,
- (vi) Nothing in this Agreement shall be construed as granting Customer any additional rights to any Hosted Application, or as modifying any software license agreement.

5. Term, Termination and Renewal. This Agreement shall be effective as of the date of Customer's Order and continue for the period of the Hosting Services purchased. If Customer purchases an additional period of Hosting Services, this Agreement will apply to that subsequent period. Either party may terminate this Agreement upon 60 days written notice to the other party. Customer access to the Hosted Application will be discontinued upon the effective date of termination.

6. Confidentiality. In accordance with FERPA, RLI shall not disclose any personally identifiable student records from the Hosted Application's database to any third party except: (i) if required by law or valid court order, (ii) as directed in writing by Customer or, (iii) as permitted elsewhere in this agreement. RLI and its contractors may use data in the Hosted Application's database: (i) to maintain and improve application performance or functionality, (ii) for general research and, (iii) for other valid purposes. Any contractors of RLI shall be subject to the same obligation of confidentiality as RLI.

Customer will not disclose to any third party any confidential or proprietary information of RLI or any technical information relative to the setup and security of the Hosting Service including but not limited to Hosting Service Internet addresses, passwords, Internet URL's, Virtual Private Network setup and encryption key information, unless such disclosure is approved in writing by RLI.

7. Disclaimer of Warranties. ALL SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED OR PERFORMED ON AN "AS IS" BASIS, AND CUSTOMER USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. CUSTOMER'S EXCLUSIVE REMEDY IS TERMINATION AS SET FORTH IN PARAGRAPH 5 OF THIS AGREEMENT. RLI DOES NOT MAKE, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. RLI DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT SLOW RESPONSE TIME, OR COMPLETELY SECURE. IN NO EVENT SHALL RLI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, LOST PROFITS, LOST OR STOLEN DATA, DAMAGES, DELAYS INTERRUPTIONS, OR VIRUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY, RLI'S AGGREGATE LIABILITY TO CUSTOMER (INCLUDING ATTORNEY'S FEES), IF ANY, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID TO RLI BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED.


8. Force Majeure. Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, hurricane, tornado, snowstorm, epidemic, accident, explosion, casualty, virus or other malicious software, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, act of terrorism, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

9. Miscellaneous. This Agreement supersedes all previous agreements between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors, assigns, subsidiaries, affiliates, and administrators. No modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of RLI at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of RLI thereafter to enforce each and every provision thereof in accordance with its terms. Customer may not assign its rights or obligations under this Agreement without the written consent of RLI except that this Agreement may be assigned to a successor and it shall be binding upon the successor. This Agreement is freely assignable by RLI. This Agreement shall be governed by the laws of the state of Wisconsin and the exclusive venue for disputes arising out of or related to this Agreement shall be an appropriate state or federal court located in Wisconsin.

This agreement is duly executed by the authorized representatives noted below.

RENAISSANCE LEARNING, INC.

CUSTOMER

Signature: 
Name: Robert R. Case
VP - Technical Services
Title:
Date: 03/18/2015

Signature: _____
Name: _____
Title: _____
Date: _____



1631920 - Folsom Lake College

Questions on your quote? Please call your Renaissance Learning, Inc. Sales Representative, Tom LaComb, at (877)988-8043.