

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 0001081071

7/29/15 Open

Date	Revision	Page
04/23/2015		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
808477 MCHARGUET GALLARZC	04ASPH36	

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Vendor: 0000001178
 CONSULTING PSYCHOLOGIST PRESS
 CPP, INC.
 185 N. WOLFE ROAD
 SUNNYVALE CA 94086

Phone: (800) 624-1765
Fax: (650) 969-8608

email: ar.cpp@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

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	10200 / SKILLSONE WEBSITE SET-UP FEE	1.00EA	195.00	195.00	05/07/2015
2- 1	284108 / STRONG PROFILE ADMIN, REV (QTY 400 X \$9.95/EACH)	1.00EA	3,980.00	3,980.00	05/07/2015
3- 1	DISCOUNT	1.00EA	-300.00	-300.00	05/07/2015


Sub Total Amount	3,875.00
Sales Tax Amount	294.40
Total PO Amount	4,169.40

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5601	12	FL.VS.DSPS	64200	00000	428A	3,974.40	2015
GENFD	5890	12	FL.VS.DSPS	64200	00000	428A	195.00	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


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. **808477**
P.O. NO.

Vendor Code
Approved by / Date
Reviewed by / Date
Dispatched Method / Date

DATE 3/16/15 2015 MAR 27 P 3:18
VENDOR CPP, Inc
ADDRESS 185 N. Wolfe Rd
CITY Sunnyvale STATE CA ZIP 94086
PHONE 1-800-624-1765 FAX 650-969-8008

DELIVERY INSTRUCTIONS
04 ASPN FLI-36
Location Code
FLC DSPS
College/District Location Department
Division Student Serv. Co Date Required 4/20/15

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	10200 / Skills One Web-				
2	Site set-up fee (5890)	1	(non-tax)		195.00
3					
4	284109 / Strong Pro-				
5	File Admin, Rev (5601)	400		9.95	3980.00
6					
7	Discount				(300.00)
8					
9	Shipped via internet Computerized testing units				
10	(5601) Sales Tax 8%				310.00
11	Shipping + Handle				0
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects
This purchase is in compliance with the requirements of _____
Program Name DSPS Sales Tax 294.40
Program Director/Coordinator Signature T.E. McHughne For grants/special projects _____ Project/Grant Number 428A
Program Goal/Objective Number/Explanation Services for students with disability Total 4,185.00
4,109.40

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.

REQUESTED BY: TIM McHughne 3-17-15
REQUESTED BY: T.E. McHughne 3-17-15
AUTHORIZED: Kathleen Dupler 3/27/15
APPROVED: _____ 3.26.15

Line # 1
Bus. Unit 5890 / Account 12 / Fund FL-VS. / Org DSPS Amount 195.00
Bus. Unit 0000 / Account 2015 / Fund 428A / Org DSPS Amount 4,185.00
Line # 2
Bus. Unit 5601 / Account 12 / Fund FL-VS. / Org DSPS Amount 3,974.40
Bus. Unit 0000 / Account 2015 / Fund 428A / Org DSPS Amount 3,975

*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 _____ Dept. _____
Building _____ Room No. _____

Instructions on Reverse

LOS RIOS COMMUNITY COLLEGE DISTRICT
Sole Source Purchase Justification

Vendor: CPP, Inc Requisition No: 808477
Commodity/Service: Career Testing
Estimated annual expenditure for the above commodity or service: \$: 4,175.00

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. T.M 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. T.M - 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. E. McFarlane 3-19-15
AUTHORIZED SIGNATURE DATE

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:

J.E. McHargue
Employee/Date

Selection Committee Member/Date

8084 77
Requisition Number

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:	

Disabled Students Services and Programs

Memo from McHargue

March 25, 2015

This is to verify that CCP, Inc. is the only known source for this product. The Strong Interest Inventory is a specialized testing product that provides career assessment and computerized career test interpretation. We use this for a special equity project to assist with DSPS students' progress toward graduation and transfer. CCP, Inc. is the manufacturer of the Strong Interest Inventory and the sole source for this test and the interpretation system.

Thank you,



Tim McHargue, M.S., Ed.D.

DSPS Coordinatro/Counselor
Folsom Lake College
916-608-6711

Subject: FW: Printable Quote.htm

Subject: Printable Quote.htm

Print Quote



CPP, Inc.
 185 N Wolfe Rd.,
 Sunnyvale, CA 94086
 800.624.1765 Fax: 650.969.8608
 Email: ar@cpp.com

SALES QUOTE

This quote is valid for 30 days

OPERATOR: tdd

Order #: 1342720
Order Date: 3/10/2015
Order Total: \$3,875.00
Shipment Cost: \$0.00
Tax Total: \$0.00
Discount Total: \$300.00
Weight (in Lbs): 0 Lbs

Customer No: 453111
Folsom Lake Coll
10 Scholar Way DSPS

Yelena Piskun
916-608-6611

Ship To No: 0
Folsom Lake Coll
10 Scholar Way
DSPS
Folsom
CA - 95630
United States of America

Folsom
CA - 95630
United States of America
ORDER No : 1342720
ORDER DATE : 3/10/2015
ORDER TYPE : KEYLESS FULFILLMENT
ORDER SOURCE:PHONE ORDER
CUSTOMER PO: sales quote
SHIPPING METHOD:Via Internet

CURRENCY: USD

SI#	LINE#	ITEM/DESCRIPTION	QUANTITY	UNIT PRICE	\$ DISCOUNT	% DISCOUNT	NET AMOUNT
1	1	10200 / SkillsOne website set-up fee	1	195	0	0 %	\$195.00
2	2	284108 / STRONG PROFILE ADMIN, REV	400	9.95	300	7.54 %	\$3,680.00

Please detach this portion and send with payment, Please see last page to pay with credit card.

Please write your account number on your check

REMIT TO:
CPP, Inc.
PO BOX 49156
SAN JOSE CA 95161-9156
USA

CUSTOMER No :
453111
Order No: 1342720

FREIGHT CHARGE:	\$0.00
SUB TOTAL:	\$3,875.00
TOTAL TAX AMOUNT:	\$0.00
TOTAL AMOUNT DUE:	\$3,875.00

Continued in next page.....

CPP, Inc.

TERMS AND CONDITIONS

Test User Qualifications: Sound test use is addressed by many professional associations and in the *Standards for Educational Psychological Testing, 1999*. Certain tests published by CPP are available only to users who have appropriate training and credentials, and who adhere to the principles of proper test use for psychological and educational testing. In ordering such tests and agreeing to the terms of this invoice, you represent that you have such training and credentials and agree to use publications purchased from CPP in accordance with such standards. Further information is available at www.cpp.com, or by calling CPP Customer Relations at 1-800-624-1765 between 6:00 a.m. and 4:00 p.m., Pacific Time.

Licensing of Test Instruments. Resale and Export Prohibited: Any copyrighted test instrument you order from CPP is licensed for your use only, and then only if you are a qualified professional whose qualifications are on file with and have been accepted by CPP. By submitting this order and/or accepting the publications listed hereon, you agree that all copies of any test instrument you order from CPP are licensed rather than sold to you, and you agree that you will not in any circumstance resell, sublicense, export, or otherwise transfer to any third party any copy of any test instrument licensed to you by CPP. Any violation of any of these restrictions shall automatically terminate your license to use the test instrument(s) in question. You acknowledge that, beyond this limited license, CPP reserves all rights to such test instruments and other publications under U.S. and international copyright and trademark laws.

Return Information: Returns and exchanges must be sent to CPP via traceable methods. Returns will be for credit only. To receive credit to your CPP account, materials must be unopened, in reusable condition, accompanied by a copy of the original invoice and returned within 60 days of the original invoice date. This policy also applies to administrations. Kits and money-saving packages must be returned in their entirety. Test results are not returnable for credit. CPP requires that all prepaid answer sheets be scored no later than December 31 of the year following the year of the sale or license in question.

Sales taxes will be charged where applicable under state law. Sales tax on freight charges will be charged on shipments to Indiana, New York, and Pennsylvania.

Please remit payment to:

CPP, Inc.
PO Box 49156
San Jose, CA 95161-9156

Balances remaining unpaid after the due date of the invoice will be assessed finance charges at the rate of 1.5% per month.

Acceptance: If these Terms and Conditions are not acceptable, please immediately return all materials described in this invoice for full credit.

Credit Card Payment Information:

VISA MASTER CARD AMERICAN EXPRESS DISCOVER

Card No

Card Holder Name

Expiration Date

Card Holder Signature

This message has been scanned for malware by Websense. www.websense.com



March 17, 2015

Christy Pimental
Folsom Lake College
pimentc@flc.losrios.edu

To whom it may concern,

This letter is written to confirm that CPP, Inc. ("CPP") is, by contract with the copyright owners, the sole and exclusive publisher of the following assessments in the United States:

- Myers-Briggs Type Indicator®;
- Thomas-Kilmann Conflict Mode Instrument;
- Strong Interest Inventory®;
- iStartStrong®;
- FIRO® and FIRO-B®; and
- CPI™

Authorized electronic versions of the instruments listed above can only be obtained through SkillsOne.com or Elevate®, CPP's online assessment delivery platforms.

Furthermore, CPP is the sole and exclusive source for paper versions of the following assessments:

- Strong Interest Inventory®; and
- FIRO® and FIRO-B®

CPP is also the sole and exclusive publisher of the following works in the United States:

- the *Introduction to Type®* series;
- the *Where Do I Go Next* booklet;
- the *Strong Interest Inventory® Manual and User's Guide set*;
- the *MBTI® Manual*;

Finally, CPP is the sole and exclusive source for the following certification programs:

- MBTI® In-House Certification Program;
- FIRO-B® Certification Program; and
- CPI 260® Certification Program

Should you have any questions or concerns, please contact me at (800) 624-1765. CPP thanks you for your interest in our products and services.

Sincerely,

Sylvia Castañeda

Sylvia Castañeda
Intellectual Property Rights Manager
CPP, Inc.

LOS RIOS COMMUNITY COLLEGE DISTRICT
Sole Source Purchase Justification

Date:

To:

From:

Subject: Justification Requirements for Sole-Source Procurements

Requisition No. 808477

Vendor Name: CPP, INC

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.