

# LOS RIOS COMMUNITY COLLEGE DISTRICT

14/15 COMPL

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

PURCHASE ORDER NO 0001081609  
 5/22 (OP) 5/26 (PP) 6/19 Close

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
05/15/2015		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
815618 MC HARGUE DOBBINSV	04ASPH136 DSPS	

Vendor: 0000027104  
 SCOMM INC  
 6238 HADLEY STREET  
 RAYTOWN MO 64133

Phone: (816) 350-7008  
 Fax: (816) 737-1790

email:

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

Rev # 1069334

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	COMPUTER; UNIDUO 2 ELECTRONIC COMMUNICATION DEVICE	5.00	EA	1,895.00	9,475.00	05/30/2015
2- 1	SHIPPING & HANDLING	1.00	EA	10.00	10.00	05/15/2015

PRICE QUOTE PER PACE BROWN

Sub Total Amount	9,485.00
Sales Tax Amount	758.80
Total PO Amount	10,243.80

~~PMA Schl'd~~  
 6/1/15  
 \$10,243.80

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	6490	12	FL.VS.DSPS	64200	00000	428A	10,243.80	2015

3/26 NO INV in PO

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>

**PAID**  
 6/1/15  
 C.R.# 94-717586  
 \$10,243.80

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  
 5/21/15

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

FLC BUSINESS SERVICES

Req. No. **815618**  
P.O. No.

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

DATE 4/20/15  
VENDOR SComm  
ADDRESS 6238 Hadley Street  
CITY Raytown STATE MO ZIP 64133  
E-MAIL www.SComm.com  
PHONE 816-350-7008 FAX 816-737-1790

DELIVERY INSTRUCTIONS  
04 ASPH FLI-36  
Building Name  
FLC College/District Location DSPS Department  
SDDEM Division 6/1/15 Date Required

ITEM	DESCRIPTION	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	Unis Duo 2	5	EA	1895.00	9,475.00
2	electronic communication device				
3					
4					
5					
6					
7	Shipping				10.00
8					
9					
10	Subtotal				9,485.00
11	Tax 8%				158.80
12					
13					

**Purchases Charged to Categorical Programs, Grants or Special Projects**  
This purchase is in compliance with the requirements of DSPS Program Name  
J.E. McFarlane For grants/special projects 428A Project/Grant Number  
Program Director/Coordinator Signature  
Program Goal/Objective Number/Explanation Services to students with disabilities  
Tax  
Total **10,243.80**

I hereby certify the items/services listed above are to be obtained in accordance with District Policy, Conflict of Interest Code, P-8611 and all other applicable district, state, and federal policies, rules, regulations and laws.  
REQUESTED BY: Tim McFarlane TYPED/PRINT DATE 3-25-15  
REQUESTED BY: J.E. McFarlane SIGNATURE DATE 3-25-15  
AUTHORIZED: [Signature] DEAN OR AUTHORIZED SIGNATURE DATE 4/23/15  
APPROVED: [Signature] VICE PRESIDENT, ADMINISTRATION DATE 4/27/15

6490  
64200 / 00000 / 2015 / 428A  
Bus. Unit Account \*Fund Org  
Program Sub-Class BY Proj/Grnt Amount  
\$ Amount

\*Asset Location - For equipment purchases over \$200 (Accounts 6480, 6490, 6491, 6493, 6495, and computers) complete the area below indicating the final location where equipment will be housed.  
Location Code 04ASPH36 Dept. DSPS  
Building FLI Room No. 36

Instructions on Reverse

**LOS RIOS COMMUNITY COLLEGE DISTRICT**  
**Sole Source Purchase Justification**

Date:

To:

From:

Subject: Justification Requirements for Sole-Source Procurements

Requisition No. 815618 Vendor Name: S Comm

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**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: SComm Requisition No: 815618
Commodity/Service: Electronic Communication Device
Estimated annual expenditure for the above commodity or service: \$: 10,243.80

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. TM 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. THE PARTS/EQUIPMENT IS NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER.
4. TM 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.

V.F. McHugh AUTHORIZED SIGNATURE DATE 4-20-15

SOLE SOURCE AUTHORIZATION: (PURCHASING USE ONLY)

APPROVED DISAPPROVED

By: Date: Guidelines Div. #:

## Disabled Students Services and Programs

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Memo from McHargue

March 25, 2015

This is to verify that sCOMM is the only known source for this product. The Ubi-Duo is a specialized communication system for the deaf and hard of hearing which allows them to communicate without any barriers. This is a wireless two screen, two keyboard electronic communication device. sCOMM is the manufacturer of the Ubi-Duo and the sole source for this communication system.

Thank you,

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

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

6238 Hadley Street  
Raytown, MO 64133  
www.sComm.com



816-350-7008 (Voice)  
816-350-7001 (TTY)  
816-527-8339 (Video Phone)  
816-737-1790 (Fax)

March 24, 2015

From: sComm  
6238 Hadley Street  
Raytown, MO 64133

Sole Engineer, Sole Manufacturer, and Sole Source Direct Seller

**sComm is the Sole Engineer, Sole Manufacturer, and Sole Source Direct Seller of the UbiDuo Communication Device.**

**Cost of the UbiDuo:**

The UbiDuo costs \$1,995.00. This includes shipping, one year of free firmware updates and a one-year warranty.

**UbiDuo Product Description:**

The UbiDuo enables deaf/hard of hearing people to communicate with hearing people without any barriers. The UbiDuo is a two-screen, two-keyboard electronic communication device. It is completely portable, wireless, and operates in real-time. The device is completely stand alone.

**Reason for sComm only offering sole source purchasing:**

The reason ordering the UbiDuo is only available directly from sComm is you will get full customer and technical support from our staff. You will get full assistance from us in the best use of the UbiDuo.

Sincerely,

Jason R Curry  
CEO  
sComm, Inc.

**LOS RIOS COMMUNITY COLLEGE DISTRICT**

1919 Spanos Court, Sacramento, CA 95825

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

Purchasing Department

[lrcdpurchase@losrios.edu](mailto:lrcdpurchase@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:**

Employee/Date

*T.E. McFarlane 4/20/15*  
815618

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:





# QUOTE

sComm

6238 Hadley  
Raytown, MO 64133  
Phone: (816) 350-7008  
Fax: (816) 737-1790  
[WilsonC@fjc.losrios.edu](mailto:WilsonC@fjc.losrios.edu)

DATE April 20, 2015

TO Chris Wilson 916-608-6992  
Coastal Caro Folsom Lake College

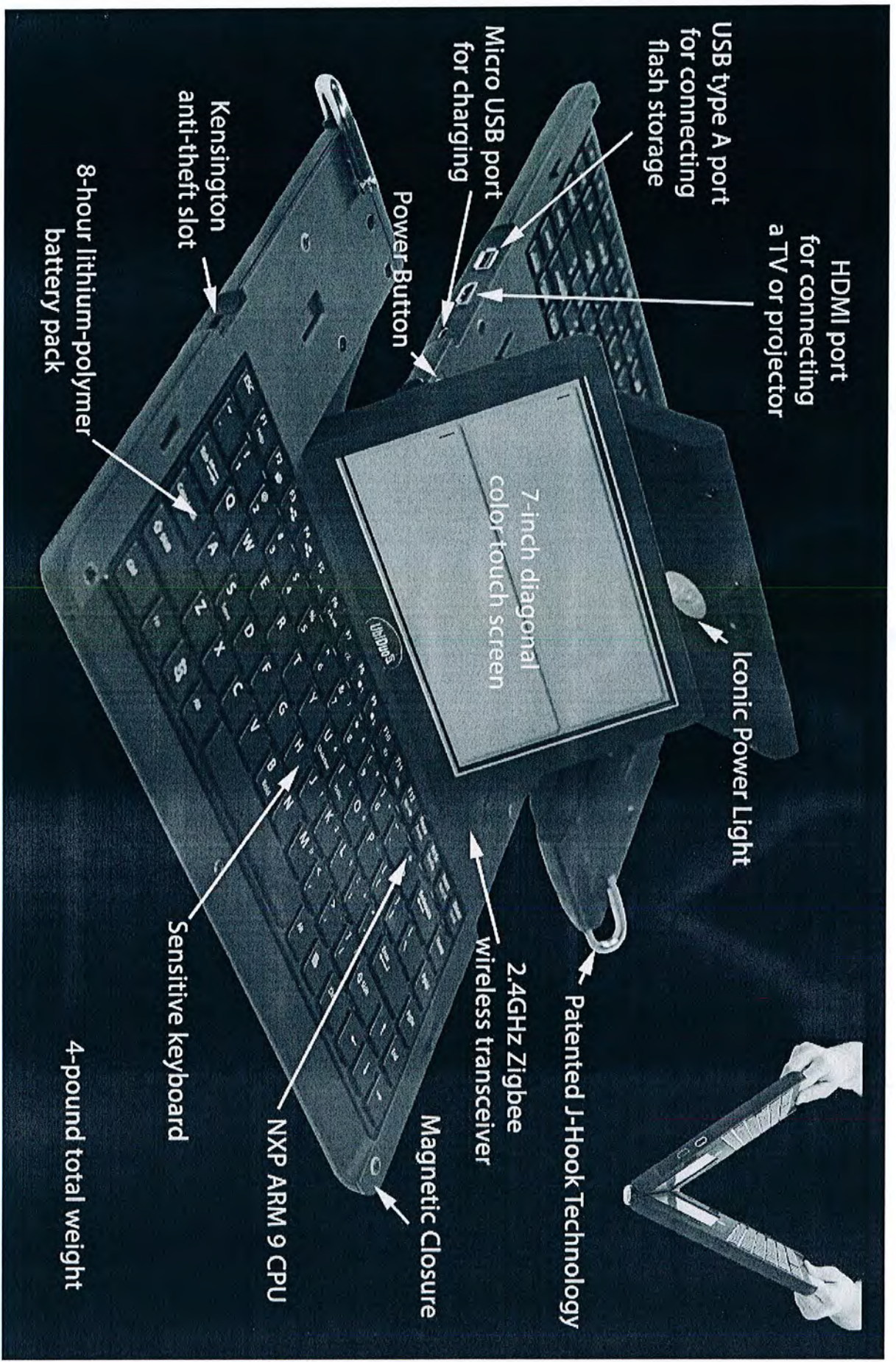
SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Pace Brown		FesEx Ground	FOB Destination	2-3 days ARO	Net 30 Days	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
5	UbiDuo 2	UbiDuo 2	\$1,895.00	\$ 9,475.00
		\$1995.00 each with a \$ 100.00 discount if purchased before April,1,2015		
		Shipping and Handling \$ 10.00		\$ 10.00
		sComm is the sole source, engineer, and manufacturer of the UbiDuo		

TOTAL DISCOUNT	
SUBTOTAL	\$ 9,485.00
SALES TAX	
TOTAL	\$ 9,485.00

Quotation prepared by Pace Brown  
Note: This price includes shipping, one year warranty, rechargeable batteries and charger for each unit, one year of free firmware upgrades, and sComm customer service.

THANK YOU FOR YOUR BUSINESS!



HDMI port  
for connecting  
a TV or projector

USB type A port  
for connecting  
flash storage

Micro USB port  
for charging

Power Button

Kensington  
anti-theft slot

8-hour lithium-polymer  
battery pack

Iconic Power Light

7-inch diagonal  
color touch screen

Patented J-Hook Technology

2.4GHz Zigbee  
wireless transceiver

Magnetic Closure

Sensitive keyboard

NXP ARM 9 CPU

4-pound total weight