

14/15 COMPL

**PURCHASE ORDER NO 1080590A  
DUPLICATE**

<b>Date</b> 05/01/2015	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Metho
<b>Reference:</b> 808857 MCHARGUET GALLARZC		

**Vendor:** 0000024883  
CAMBIUM LEARNING INC  
SOPRIS WEST  
1720 CORPORATE CIRCLE  
PETALUMA CA 94954

**Phone:** (707) 773-2066  
**Fax:** (707) 773-2001

**email:** rchance@intellitools.com

**Ship To:** FOLSOM LAKE COLLEGE  
RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM CA 95630  
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	K3 WL-FIREFLY DSS LICENSE #1, PRODUCT CODE# 312143 (3 YEAR SUBSCRIPTION)	1.00 EA	9,000.00	9,000.00	04/28/2015

REFERENCE QUOTE #00002415, DATED 01/29/2015

FAX ORDER TO: (800) 573-6174

ATTN: KURZWEIL EDU., ORDERS: DIGITAL DOWNLOAD TO BE E-MAILED TO: mchargt@flc.losrios.edu

04/28/15: PO# 0001080590: ITEMS RECEIVED AND PO CLOSED DUE TO INCORRECT VENDOR CODE. RE-ISSUE PO#108590A TO CITE CORRECT VENDOR CODE. NO RECEIVING REQUIRED. PER ACCOUNTING OPERATIONS. CG

Sub Total Amount	9,000.00
Sales Tax Amount	0.00
Total PO Amount	9,000.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5601	12	FL.VS.DSPS	64200	00000	428A	9,000.00	2015

**PAID**  
5/13/15  
94-715 950  
\$ 9730

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.

**Unauthorized**

## 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

IT & BUSINESS SERVICES

Req. No. **808857**

Vendor Code  
**23959**

DATE 1/29/15

2015 FEB 26 P 2:24

P.O. NO.

Approved by / Date

VENDOR Kurzweil Education

DELIVERY INSTRUCTIONS

Reviewed by / Date

ADDRESS 1840 E River Road #1320 04ASPH 36

Location Code

Dispatched Method / Date

CITY TUCSON STATE AZ ZIP 85718 FCC

College/District Location Student Serv. Department DSPS  
Division \_\_\_\_\_ Date Required 2/20/15

PHONE 1-800-894-5374 FAX \_\_\_\_\_

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	<i>*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.</i>				
1	3 year license for				
2	Kurzweil + firefly	1			9,000
3	* Digital Download *				
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

**Purchases Charged to Categorical Programs, Grants or Special Projects**

This purchase is in compliance with the requirements of \_\_\_\_\_

DSPS

Sales Tax

72.00

Program Director/Coordinator Signature [Signature] For grants/special projects \_\_\_\_\_

Program Name 428A

Program Goal/Objective Number/Explanation Services to students with disabilities

Project/Grant Number

Total 9,072.00

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8223, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: [Signature] TYPED/PRINT 1-29-15 DATE

REQUESTED BY: [Signature] SIGNATURE 1-29-15 DATE

AUTHORIZED: [Signature] DEAN OR AUTHORIZED SIGNATURE 2/25/15 DATE

APPROVED: [Signature] VICE PRESIDENT, ADMINISTRATION 2/26/15 DATE

Bus. Unit	Account	* Fund	Org	Amount
<u>6200</u>	<u>0000</u>	<u>2015</u>	<u>428A</u>	<u>\$9,072.00</u>
Program	Sub-Class	BY	Proj/Grnt	

Bus. Unit	Account	* Fund	Org	Amount
				\$
Program	Sub-Class	BY	Proj/Grnt	Amount

\* 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**

Date: 2/20/15

To:

From: Tim McLargoe

Subject: Justification Requirements for Sole-Source Procurements

Requisition No. 008657

Vendor Name: Kurzweil Education

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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: Kurzweil Education Requisition No: 808857  
Commodity/Service: Web based text to speech Program  
Estimated annual expenditure for the above commodity or service: \$: 3000

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. (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.

[Signature] 2-20-15  
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. McFarlane 2-20-15*

Employee/Date

Selection Committee Member/Date

*808857*

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:



Created Date 1/29/2015  
Expiration Date 3/20/2015  
Quote Number 00002415

Mail Purchase Orders / Payment to:

Kurzweil Education Systems  
Attn: Kurzweil Order Entry  
1840 E. River Road Suite 320  
Tucson, AZ 85718

Prepared By Dianna McClendon *CM 6/3*  
E-mail dianna.mcclendon@kurzweilededu.com

Contact Name Chris Wilson

Bill To Name FOLSOM LAKE COLLEGE  
Bill To 10 COLLEGE PKWY  
FOLSOM, CA 95630-6798  
USA

Ship To Name FOLSOM LAKE COLLEGE  
Ship To 10 COLLEGE PKWY  
FOLSOM, CA 95630-6798  
USA

Product	Product Code	Quantity	Subscription Years	Sales Price	Subtotal	Total Price
K3 WL-firefly DSS License #1	312143	1.00	3	\$9,000.00	\$9,000.00	\$9,000.00

Subtotal \$9,000.00  
Total Price \$9,000.00  
Grand Total \$9,000.00

Notes

We also accept AMEX, Visa and Master Card. If paying by credit card, please feel free to include card number, card holder name, card type, and expiration date here:



1840 E. River Road Tucson, AZ 85718

Phone (800) 894-5374 Fax (800) 573-6174

Date: February 18, 2015

To: Christie Pimental  
Folsom Lake College  
From: Dianna McClendon  
Kurzweil Education, Inc.

Dear Christie,

This letter will serve as verification that Kurzweil Education, Inc. is the manufacturer, and the sole supplier of all Kurzweil 3000 products in the state of California.

No other distributors or resellers are authorized to sell these products in California. The prices being charged for each item are no higher than that charged any private customer or government entity for the same items.

Please contact me if you have any questions.

Regards,  
Dianna McClendon  
Regional Sales Executive  
(909) 908-6262  
[Dianna.McClendon@kurzweiledu.com](mailto:Dianna.McClendon@kurzweiledu.com)