

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001101226

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

Date	Revision	Page
08/28/2018		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1014231 LEWISR ROUILLERS	04ASPH123 IT	

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000033142
 KIVUTO SOLUTIONS INC
 126 YORK STREET STE 200
 OTTAWA ON K1N 5T5
 Canada

Phone: (613) 526-3005
Fax: (613) 526-3891

email:

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	VMWARE ACADEMIC SUBSCRIPTION - 3 YEAR - CAMPUS	1.00	EA	3,250.00	3,250.00	09/11/2018
2- 1	PO PROCESSING FEE	1.00	EA	50.00	50.00	09/11/2018

PRE-PAY

ACCOUNT# 100003347

FOR NETLAB

Sub Total Amount	3,300.00
Sales Tax Amount	0.00
Total PO Amount	3,300.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	12	FL.VI.SWPA	07000	00000	481Z	3,300.00	2019

0001014231CHAVEZA27-AUG-2018

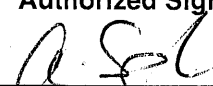
Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

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

Addition to Terms and Conditions/Revised 01/26/18

23. CERTIFICATION: CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared

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.

Requisition

Supplier: KIVUTO SOLUTIONS INC
 126 YORK STREET STE 200
 OTTAWA ON K1N 5T5
 Canada

0000033142

Business Unit: GENFD OPEN	
Req ID: 0001014231	Date: 08/16/2018
Page: 1	
Requisition Name: KIVUTO SOLUTIONS-VMWare Subscr	
Requester: Ronald Lewis	Bldg#: IT
Requester Signature	
Buyer: Suzanne Rouiller	
Approved:	
Entered By: LEWISJ 16-AUG-2018	

email:

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

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	VMWARE ACADEMIC SUBSCRIPTION 3 YEAR CAMPUS	1	EA	3,250.00	3,250.00	08/31/2018
2-1	PO PROCESSING FEE	1	EA	50.00	50.00	08/31/2018

Total Requisition Amount: 3,300.00

No deliverable, no tax.
 Invoice attached Due Date 8/31/18

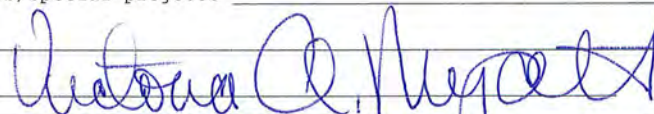
For NetLab.


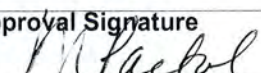
<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5600	12	FL.VI.SWPA	07000	00000	481Z	3,300.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of Strong Work force

For grants/special projects _____

Name: 

Approval Signature 	Approval Signature 	Approval Signature
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Quote: VMware Academic Subscription – Campus – Folsom Lake College

PLEASE REMIT TO / PAYABLE À:

KIVUTO SOLUTIONS INC.
126 YORK STREET,
SUITE 200
OTTAWA ON, K1N 5T5
CANADA
FAX: 613-526-3891

PURCHASE ORDER NO. / N° DE COMMANDE D'ACHAT:	ATTENTION / À L'ATTENTION DE: Accounts Payable	SALES ORDER NO./N° DE L'ORDRE DE VENTE:
TERMS / TERMES: Net 30	SALES ORDER DATE / DATE DE L'ORDRE DE VENTE :	DUE DATE / DATE D'ÉCHÉANCE: 31/08/2018
SOLD TO ACCOUNT NO / N° DE COMPTE DE L'ACHETEUR: 100003347		SHIPPED TO / EXPÉDIÉ À: N/A

QUANTITY / QUANTITÉ	BACK ORDER / À SUIVRE	PRODUCT CODE/ CODE DE PRODUIT	DESCRIPTION	UNIT PRICE / PRIX	AMOUNT/ MONTANT	*
1	-	-	VMware Academic Subscription – 3 Year – Campus	\$3,250.00	\$3,250.00	USD
1	-	-	PO Processing Fee	\$50	\$50	USD

SUBTOTAL/TOTAL PARTIEL	\$3,300.00	USD
TAXES*:	0.00	N/A
PLEASE PAY: S.V.P VERSEZ:	\$3,300.00	USD
*No taxes applied		

FOR ACCOUNT ENQUIRIES: / POUR INFORMATION: (613) 526-3005

PLEASE RETURN THIS COPY WITH PAYMENT/S.V.P. RETOURNER CETTE COPIE AVEC VOTRE REMISE

ACCT. NO./ NO. COMPTE	SHIPPED TO/ EXPÉDIÉ À	SALES ORDER NO./ NO. L'ORDRE DE VENTE	SALES ORDER DATE/ DATE DE L'ORDRE DE VENTE	AMOUNT DUE/ MONTANT A PAYER	AMOUNT PAID/ MONTANT PAYE
	N/A			\$3,300.00	-

SALES ORDER TO/ EXPÉDIÉ À:

PLEASE REMIT TO / PAYABLE À:

KIVUTO SOLUTIONS INC.
126 YORK STREET, SUITE 200
OTTAWA ON, K1N 5T5
CANADA
FAX: 613-526-3891

LOS RIOS COMMUNITY COLLEGE DISTRICT
Sole/Single Source Purchase Justification

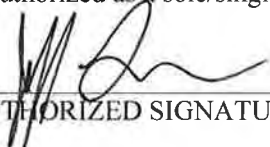
Vendor: Kivuto Solutions Inc. Requisition No: 0001014231
Commodity/Service: Licensing subscription service.
Estimated annual expenditure for the above commodity or service: \$: 1100.00

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

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

1. _____ SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. _____ SOLE SOURCE REQUEST IS FOR ONLY GREATER SACRAMENTO AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturers — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. _____ THE PARTS/EQUIPMENT IS NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. X _____ 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/single source supplier of the service or material described in this sole/single source justification and is authorized as a sole/single source for the service or material.



AUTHORIZED SIGNATURE – Dean/Department

DATE 8/28/2018

AUTHORIZED SIGNATURE – VPA/BSO

DATE _____

SOLE/SINGLE 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

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:

[Handwritten Signature]
Employee/Date

Selection Committee Member/Date

0001014231
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:	

Memo

To: Purchasing
From: Jeff Lewis & Jim Cosentino
cc: Greg McCormac
Date: August 28, 2018
Re: Kivuto Solutions Inc. Sole Source Justification

Kivuto Solutions Inc. has a partnership with VMWare to administer and distribute VMWare academic licenses that no other company has in place. Please reference requisition 0001014231. This is from Kivuto website:

VMware Academic Programs

VMware academic programs (e.g. VMAP and VITA) provide students and school faculty with VMware's software and teaching/learning resources at no cost. The program helps subscribers introduce virtualization to individuals and into their curriculum.

This is from the VMWare website:

VMware works closely with Kivuto Solutions to provide every participating organization with a customized web portal that provides authorized users with self-service capability to download software and license keys.

- Unlimited downloads of our most popular products, with renewable 365-day fully functional licenses (limited to a single license key per product, per user)
- Lab Installation – our partner Kivuto offers installation of a subset of VMAP's software applications in lab environments.
- eLearning material that allows users to gain introductory practical knowledge of VMware products
- Discounted vouchers for Certification Examinations

Software is provided to qualified users with no associated entitlement to support services, and users may not purchase such services in association with VMAP licenses.

Click [here](#) to access Kivuto's web portal for the VMAP Subscription Store.