

Los Rios Community College District

PURCHASE ORDER NO 0001125309

Purchasing: (916)568-3071
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000050749
BEKONIX INC
909 MORMON ST STE 113
FOLSOM CA 95630

Fax: (916) 385 6450

email: debbie.deason@bekonix.com

Date 01/19/2023	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Method
Reference: 1040636 DOWELLZ HANEYB		Location / Dept FLC

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

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
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	HARDWARE (CONTROLLER WITH BEKONIX OS, WIFI MODULE, CAMERA, POWER SUPPLY/CABLE, OPTIONAL WATERPROOF HOUSING)	1.00 EA	300.00	300.00	02/19/2023
2- 1	PROJECT LEVEL SUPPORT: TRAIN-THE-USER(S), HARDWARE TROUBLESHOOTING, EMAIL, AND SUPPORT TICKETS	1.00 EA	1,862.00	1,862.00	02/19/2023
3- 1	SAAS LICENSE FEE* (ENTERPRISE TIER 3 SEAT LICENSES INCLUDED) 3 USER ACCESS TO THE BEKONIX DESIGN PLATFORM FOR 12 MONTHS + 1 FREE MONTH (JAN/JAN 2023 -2024)	12.00 EA	199.00	2,388.00	02/19/2023

QUOTE PROPOSAL _DATED 01-08-2023

Sub Total Amount	4,550.00
Sales Tax Amount	23.25
Total PO Amount	4,573.25

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	4300	12	FL.VI.TUTR	49300	00000	384B	4,573.25	2023

0001040636MCKECHND17-JAN-2023

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

Kim Carrillo

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good 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.

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01/19/2023		2
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1040636 DOWELLZ HANEYB	FLC	

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Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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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 email address: LRCCDpurchase@losrios.com.

<https://psreports.losrios.edu/PurchaseOrderInformation.asp>

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Authorized Signature

AUTHORIZED SIGNATURE ON PO TOTAL PAGE

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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 per 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 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 \$1M, \$2M, or \$3M AGGREGATE as prescribed by DISTRICT requirements 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. LRCCD insurance requirements can be viewed on the following website www.losrios.edu/purchasing.
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 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, CONTRACTOR's 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. CONTRACTOR further represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, LRCCD will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless LRCCD from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
23. **CERTIFICATION:** CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.

Requisition

Supplier: MISCELLANEOUS 0000003680

 ***** CA 95825
 United States

email:

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

Business Unit: GENFD		OPEN
Req ID: 0001040636	Date: 01/11/2023	Page 1
Requisition Name: BEKONIX, INC.		
Requester: Zachary Dowell		
Requester Signature		
Buyer: Brenda Haney		
Approved:		
Entered By: SAATIA 11-JAN-2023		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	HARDWARE	1	EA	300.00	300.00	
	HARDWARE (CONTROLLER WITH BEKONIX OS, WIFI MODULE, CAMERA, POWER SUPPLY/CABLE, OPTIONAL WATERPROOF HOUSING)					
2-1	BEKONIX STUDIO PROJECT	1	EA	1,862.00	1,862.00	
	PROJECT LEVEL SUPPORT: TRAIN-THE-USER(S), HARDWARE TROUBLESHOOTING, EMAIL, AND SUPPORT TICKETS					
3-1	SAAS LICENSE FEE* (ENTERPRISE TIER 3 SEAT LICENSES INCLUDED)	12	EA	199.00	2,388.00	
	3 USER ACCESS TO THE BEKONIX DESIGN PLATFORM FOR 12 MONTHS + 1 FREE MONTH (JAN/JAN 2023 -2024)					

4,550.00 Sub-total
 352.63 Est. tax

Total Requisition Amount: 4,902.63

www.Bekonix.com

VENDOR PACKET WAS COMPLETED AND SENT TO PURCHASING

<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	4300	12	FL.VI.TUTR	49300	00000	384B	4,550.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: HEERF
 Project Grant: 384B
 Program Director: Greg McCormac
 Program Goal: Eligible pandemic mitigation purchase

Approval Signature	Approval Signature	Approval Signature
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Proposal for Camera Project at Folsom Lake College with Bekonix

01.08.2023

—

Debbie English-Deason

Director of Customer Success

Bekonix, Inc.

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WHO WE ARE

Mission

The Bekonix Team is passionate about creating a new generation of tools to help people build smart and amazing high-tech products.

Platform

The Bekonix no-code and drag-and-drop platform enables innovators and companies to create smart, connected hardware/software products from concept to prototype to final design and launch.

Problems we're solving

Currently, with traditional hardware and software coding tools it takes significant time to teach and learn how to create interesting and sophisticated projects. Time is so limited in the classroom that projects are often more theoretical, less hands-on, and less engaging.

Further, many people who should be and want to be creators cannot because they think and learn differently. Others are striving to learn and create advanced technologies but do not have the depth of understanding of the many required technologies to make what they are imagining. Bekonix is leveling the playing field.

Our mission is to radically shift the idea that to make things one has to have a set of special technology learnings that only some people can break through. We want the ramifications of this to not just promote the creation of better and more advanced projects, but also to widen who can wield sophisticated technologies to create what they have imagined.

How are we doing this?

The Bekonix platform helps empower users to connect with technology in a whole new way; one that's faster, less costly and makes much better, more innovative things. With Bekonix one can quickly and visually move a smart technology idea from concept to prototype to a final design. Gone are the complexities of traditional hardware and software development. In its place, we've created a simple no-code drag-and-drop environment that quickly lets a student design the hardware, software, and even a mobile app to control it.

Bekonix for the Camera Project at Folsom Lake College

Why Bekonix?

Bekonix is used by innovators to create commercial-grade innovative smart hardware products at a drastically lower cost, complexity, and time. At the same time, this no-code, drag-and-drop platform is also an excellent means to experientially learn how to build advanced smart and connected products by doing prototypes of electronic devices in an easy and cost-effective manner. This is of great benefit for the courses teaching technology, innovation, design, prototyping, IoT, tech-enabled art & fashion, etc. By learning this new method to create smart products at a drastically reduced cost, time, and complexity, users can take advantage of the rapidly growing market for IoT (Internet of Things) and get to work in Environmental & Scientific arenas, Professional applications like automation, Smart lighting, Smart signage, Smart household products, Consumer electronics, or emerging areas such as Ag-Tech, Med-Tech, Logistics-Tech, Wearables Tech, etc.

Bekonix is partnering with educators to help students meet a variety of learning objectives, e.g. experiential/vocational education for career development, conceptual learning in hardware/software technology, or preparatory classes for higher education. Depending on the learning objectives, this could be part of any existing technology, maker, art, design, or entrepreneurial course or be a completely new course on innovation, prototyping, IoT, or engineering.

There is no requirement for previous hardware or software experience, but both educators and learners must have a passion for creating a technology project or product. We aim to inspire and motivate innovators to succeed in not just learning the principles of creating advanced technologies, but to make things that are valuable and make them proud.

Background Info/Links:

Bekonix Website: www.bekonix.com

Bekonix Overview Video: <https://community.bekonix.com/c/video-library/bekonix-overview>

Getting Started Video: <https://community.bekonix.com/c/video-library/getting-started>

SaaS License and Process

The Enterprise (Software as a Service) SaaS license is for 3 seats for 1 year at \$199 per month / \$2,388 billed annually*. The Bekonix team supports users with learning the Bekonix Designer platform (train-the-user(s)). Additionally, users will have access to hardware troubleshooting, email, and technical support assistance.

* Enterprise accounts start at \$398 per month / \$4,776 annually. A 50% discount has been applied to the Folsom Lake College Camera Project.

PRICING

Item	Price Each or per Mo.	Qty	Amount	Comments
Hardware (controller with Bekonix OS, WiFi module, camera, power supply/cable, optional waterproof housing)	\$300	1	\$300	This cost includes a one-time replacement for any of the components for the duration of the project (1 year).
Bekonix Studio Project	\$1,862	1	\$1,862	Project level support: Train-the-user(s), hardware troubleshooting, Email, and support tickets.
SaaS License fee* (Enterprise tier 3 seat licenses included)	\$199*	12	\$2,388	3 user access to the Bekonix Design platform for 12 months + 1 free month (Jan/Jan 2023 - 2024)
Total			\$4,550	

*50 % Discount Applied

ASSUMPTIONS

1. This is a Bekonix & Folsom Lake College partnership; marketing / advertisements / call-outs (e.g., web pages, social media, newspaper, etc.) to this project will be cited to include Bekonix and Folsom Lake College.
2. Should a student leave the project, their license can be transferred to another student working on this same project.