Los Rios Community College District

PURCHASE ORDER NO 0001124181

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: 0000040463 CONVERGEONE INC 3344 HIGHWAY 149 EAGAN MN 55121

Phone: (909) 230-7049 **Fax:** (866) 728-6943

email: AcademyOrders@convergeone.com

 Date
 Revision
 Page

 10/20/2022
 1

 Payment Terms Freight Terms
 Ship Via

 NET 30
 Shipping Point
 Best Method

 Reference:
 Location / Dept

 1039231 KWONGD HANEYB
 04ASPH123
 IT

Ship To: FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630 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	NETLAB+ VE-MAINT-64 POD 1 YEAR OF MAINTENANCE (NETLAB+VEMAINT-64) SERIAL: NDG-VE-2B59-474F-6E65-5752	1.00EA	5,995.00	5,995.00	11/20/2022
2- 1	NETLAB+ VE - ADD 64 PODS TO EXISTING LICENSE (NETLAB+VEUPGD-64) SERIAL: NDG-VE-2B59-474F-6E65-5752	1.00EA	39,980.00	39,980.00	11/20/2022
3- 1	NETLAB+ VE-MAINT-128 POD 1 YEAR OF MAINTENANCE (NETLAB+VEMAINT-128) SERIAL: NDG-VE-2B59-474F-6E65-5752	1.00EA	11,995.00	11,995.00	11/20/2022
4- 1	NETLAB+ VE-MAINT-64 POD 1 YEAR OF MAINTENANCE (NETLAB+VEMAINT-64) SERIAL: NDG-VE-DF22-2F9E-81A8-2A49	2.00EA	5,995.00	11,990.00	11/20/2022
5- 1	NETLAB+ VE-MAINT-64 POD 1 YEAR OF MAINTENANCE (NETLAB+VEMAINT-64) SERIAL: NDG-VE-D3E0-5A42-A733-7F86	1.00EA	5,995.00	5,995.00	11/20/2022
6- 1	NETLAB+ VE-MAINT-64 POD 1 YEAR OF MAINTENANCE (NETLAB+VEMAINT-64) SERIAL: NDG-VE-67D7-8FFF-5E54-03EF	2.00EA	5,995.00	11,990.00	11/20/2022

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
AUTHORIZED SIGNATURE ON PO TOTAL PAGE

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.

Los Rios Community College District

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: 0000040463 CONVERGEONE INC 3344 HIGHWAY 149 EAGAN MN 55121

Phone: (909) 230-7049 **Fax:** (866) 728-6943

email: AcademyOrders@convergeone.com

PURCHASE ORDER NO 0001124181

Date	Revision	Page					
10/20/202	2	2					
Payment Terms Freight Terms Ship Via							
NET 30	Shipping Point	Best Method					
Reference: Location / Dept							
1039231 KV	VONGD HANEYB	04ASPH123 IT					

Ship To: FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630 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

QUOTE# OP-000706098 / SO-000789380 DATED 9/27/2022

Copy PO to: SGodoy@convergeone.com and SDavis@convergeone.com

PY PO 0001113871

Sub Total Amount Sales Tax Amount Total PO Amount 87,945.00 0.00 87,945.00

 BU
 Acct
 Fd
 Org
 Prog
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 87,945.00
 2023

0001039231MCKECHND17-OCT-2022

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

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

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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 INDEMNTIY: 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
- 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 debanilent or declared ineligible for award of contracts by any Federal, State or local Agency.

Requisition

Supplier: CONVERGEONE INC

3344 HIGHWAY 149 EAGAN MN 55121 United States

email:

Ship To: RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630 0000040463

 Business Unit:
 GENFD
 OPEN

 Req ID:
 Date
 Page

 0001039231
 10/04/2022
 1

Requisition Name:

CONVERGEONE-NETLAB MAINT/UPG

Requester Bldg#
Daniel Kwong IT

Requester Signature

Buyer: Brenda Haney

Approved:

Entered By: KWONGD 04-OCT-2022

Line-Schd	Description	Quantity U	JOM	Price	Extended Amt Due Date
1-1	NETLAB+ VE-MAINT-64 POD 1 YEAR OF MAINTENANCE (NETLAB+VEMAINT-64) SERIAL: NDG-VE-2B59-474F-6E65-5752	1	EA	5,995.00	5,995.00
2-1	NETLAB+ VE - ADD 64 PODS TO EXISTING LICENSE (NETLAB+VEUPGD-64) SERIAL: NDG-VE-2B59-474F-6E65-5752	1	EA	39,980.00	39,980.00
3-1	NETLAB+ VE-MAINT-128 POD 1 YEAR OF MAINTENANCE (NETLAB+VEMAINT-128) SERIAL: NDG-VE-2B59-474F-6E65-5752	1	EA	11,995.00	11,995.00
4-1	NETLAB+ VE-MAINT-64 POD 1 YEAR OF MAINTENANCE (NETLAB+VEMAINT-64) SERIAL: NDG-VE-DF22-2F9E-81A8-2A49	2	EA	5,995.00	11,990.00
5-1	NETLAB+ VE-MAINT-64 POD 1 YEAR OF MAINTENANCE (NETLAB+VEMAINT-64) SERIAL: NDG-VE-D3E0-5A42-A733-7F86	1	EA	5,995.00	5,995.00
6-1	NETLAB+ VE-MAINT-64 POD 1 YEAR OF MAINTENANCE (NETLAB+VEMAINT-64) SERIAL: NDG-VE-67D7-8FFF-5E54-03EF	2	EA	5,995.00	11,990.00

87,945.00 Sub-total 0.00 Est. tax

Total Requisition Amount: 87,945.00

QUOTE OP-000706098/SO-000789380 DTD 9/27/2022

<u>BU</u> <u>Acct</u> <u>Fd</u> <u>Org</u> <u>Prog</u> <u>Sub</u> <u>Proj</u> <u>Amount</u> 5603 12 FL.VI.SWPA 07000 00000 484V 87,945.00

Approval Signature	Approval Signature	Approval Signature

Requisition

Supplier: CONVERGEONE INC

3344 HIGHWAY 149 EAGAN MN 55121 United States

Phone: (909) 230-7049

email:

Ship To: RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630 0000040463

Fax: (866) 728-6943

 Business Unit:
 GENFD
 OPEN

 Req ID:
 Date

 0001039231
 10/04/2022

Page

Requisition Name:

CONVERGEONE-NETLAB MAINT/UPG

Requester Bldg#
Daniel Kwong IT

Requester Signature

Buyer: Brenda Haney

Approved:

Entered By: KWONGD 04-OCT-2022

Line-Schd Description Quantity UOM Price Extended Amt Due Date

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: SWP regional NetLabs
Project Grant: 484v
Program Director: G. McCormac
Program Goal: SWP recommendation #2

Approval Signature	Approval Signature	Approval Signature



Date: 9/27/2022 Page #: 1 of 2

Documents #: OP-000706098

SO-000789380

Solution Name: Netlab VE Renewals

Customer: Los Rios Community College

District - Cisco Academy

Solution Summary

Netlab VE Renewals

Customer: Los Rios Community College District - Cisco Academy

Primary Contact: James Cosentino

Ship To Address: 1919 Spanos Ct Sacramento, CA 95841-4286 Email: cosentj@flc.losrios.edu

Bill To Address: 4700 College Oak Dr

Phone: 916-608-6601

Sacramento, CA 95841

Inside Sales Representative Sonia Godoy

Customer ID: SWLOSRIOS001

Email: SGodoy@convergeone.com

Phone: +19092307049

Customer PO:

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$39,980.00	-	One-Time	,	\$39,980.00
Maintenance					
NDG Maintenance	\$47,965.00		Prepaid		\$47,965.00
Project Subtotal	\$87,945.00				\$87,945.00
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$87,945.00				\$87,945.00

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.convergeone.com/online-general-terms-and-conditions/ . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: https://www.convergeone.com/online-general-terms-andconditions/. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price



Date: 9/27/2022 Page #: 2 of 2

Documents #: OP-000706098

SO-000789380

Solution Name: Netlab VE Renewals

Customer: Los Rios Community College District - Cisco Academy

Solution Quote

# Item Number	Description		Term	Qty	Unit Price	Extended Price
1 NETLAB+VE- MAINT-64	NETLAB+ VE-MAINT-64 Pod 1 Year of Maintenance			1	\$5,995.00	\$5,995.00
2 NETLAB+VE- UPGD-64	NETLAB+ VE - add 64 Pods to existing license			1	\$39,980.00	\$39,980.00
3 NETLAB+VE- MAINT-128	NETLAB+ VE-MAINT-128 Pod 1 Year of Maintenance			1	\$11,995.00	\$11,995.00
		SN - NDG-VE-2	B59-47	4F-6E65-57	752 Subtotal:	\$57,970.00
SN - NDG-VE-DF22-	2F9E-81A8-2A49					
4 NETLAB+VE- MAINT-64	NETLAB+ VE-MAINT-64 Pod 1 Year of Maintenance			2	\$5,995.00	\$11,990.00
		SN - NDG-VE-D	F22-2F	9E-81A8-2 <i>A</i>		\$11,990.00
SN - NDG-VE-D3E0-	5A42-A733-7F86					
5 NETLAB+VE- MAINT-64	NETLAB+ VE-MAINT-64 Pod 1 Year of Maintenance			1	\$5,995.00	\$5,995.00
		SN - NDG-VE-D	3E0-5A	42-A733-7F	86 Subtotal:	\$5,995.00
SN - NDG-VE-67D7-	8FFF-5E54-03EF					
6 NETLAB+VE- MAINT-64	NETLAB+ VE-MAINT-64 Pod 1 Year of Maintenance			2	\$5,995.00	\$11,990.00
		SN - NDG-VE-6	57D7-8F	FF-5E54-03	BEF Subtotal:	\$11,990.00
					Total:	\$87,945.00