

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

PURCHASE ORDER NO 0001067391

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date 06/12/2012	Revision 1	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 760338 ANGOVE POONV		Location / Dept 04DOGH239

Vendor: 0000003773
MUSICIAN'S FRIEND, INC.
P O BOX 4370
MEDFORD OR 97501-0168

Phone: (800) 391-8762

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

<u>Tax Exempt?</u> N	<u>Use Tax Applicable:</u> Y					
<u>Line-Sch</u>	<u>Item/Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>PO Price</u>	<u>Extended Amt</u>	<u>Due Date</u>
1- 1	H77408000000000 NADY MHT-16 HORN WIRELESS SYSTEM	4.00	EA	180.00	720.00	06/19/2012

EMAIL QUOTE DATED 5/412 FROM CHRISTOPHER BARLOWMF

FREE SHIPPING AND HANDLING

Sub Total Amount	720.00
Sales Tax Amount	0.00
Total PO Amount	720.00

<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>
GENPD	4300	12	FL.VI.VTEA	10050	00000	316C	720.00	2012

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>

2012 JUN 15 P 3:59
 BUSINESS SERVICES

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

[Handwritten Signature]
6/14/12

emailed 6/15/12

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.

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 _____ of _____

Req. No. **760338**
 P.O. NO. _____

Vendor Code	DATE <u>May 4, 2012</u>
Approved	VENDOR <u>Musician's Friend</u>
Terms	ADDRESS <u>P.O. Box 4370</u>
F.O.B.	CITY <u>Medford</u> STATE <u>OR</u> ZIP <u>97501-0168</u>
	PHONE <u>866-543-0750</u> FAX <u>800-421-5174</u>

DELIVERY INSTRUCTIONS	
Location Code	<u>04D06H239</u>
College/District Location	<u>FLC</u>
Department	<u>MUSIC</u>
Division	<u>Instructional</u>
Date Required	

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES <small>*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.</small>	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	<u>Nady MHT-16 Horn Wireless System</u>	<u>4</u>	<u>1</u>	<u>\$180.00</u>	<u>\$720.00</u>
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13	<u>shopping service quote to Philip Angove dated 5/4 attached.</u>			<u>free shipping - \$0</u>	
Purchases Charged to Categorical Programs, Grants or Special Projects This purchase is in compliance with the requirements of <u>VTEA</u>				Sales Tax	<u>\$55.80</u>
Program Director/Coordinator Signature: <u>Steve Van Horn</u> For grants/special projects Program Name: <u>3160</u> Project/Grant Number: _____				Total	\$775.80
Program Goal/Objective Number/Explanation: <u>Instructional supplies</u>					

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: Philip Angove TYPED/PRINT DATE: 5/4/12

REQUESTED BY: [Signature] SIGNATURE DATE: 5.4.12

AUTHORIZED: [Signature] DEAN OR AUTHORIZED SIGNATURE DATE: 5/17/12

APPROVED: [Signature] VICEPRESIDENT, ADMINISTRATION DATE: _____

GENFD 4300
10050 00000 12012 / 3160 / 12 / F.V.I. VTEA

Bus. Unit	Account*	Fund	Org	Amount
				<u>\$ 775.80</u>

Program Sub-Class BY Proj/Grnt 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

Nielsen, Ruth

From: Angove, Philip
Sent: Friday, May 04, 2012 3:15 PM
To: Nielsen, Ruth
Subject: FW: CA Folsom QUOTATION Folsom Lake College 5-4-2012

Philip Angove, MM
Assistant Professor of Music
Folsom Lake College
10 College Parkway
Folsom, CA 95630
(916) 608-6725

From: Christopher BarlowMF [Christopher.Barlow@musiciansfriend.com]
Sent: Friday, May 04, 2012 9:53 AM
To: Angove, Philip
Subject: CA Folsom QUOTATION Folsom Lake College 5-4-2012



Bid Proposal

QUOTED FOR:
Phillip
Folsom Lake College
916-608-6500
angovep@flc.losrios.edu

Thank you for presenting us this bid opportunity. We appreciate the opportunity to earn your business. The below pricing is for your review and approval. Many of the products are available in stock. Backorders depend on the date of order placement. We can provide shipping notifications for districts that provide one static email address for all music product shipments and order notifications. The quoted pricing is valid for 60 days.

Item Number	Description	Qty	Unit price	Total
<u>H7740800000000</u>	<u>Nady MHT-16 Horn Wireless System</u>	<u>4</u>	<u>\$ 180.00</u>	<u>\$ 720.00</u>
Sub Total				<u>\$ 720.00</u>
Sales Tax				<u>\$ 55.80</u>
				<u>\$ -</u>
Shipping & Handling				<u> </u>
Totals				<u>\$ 775.80</u>

**Pricing includes Gold Coverage for qualifying items. This coverage is optional and highly recommended! If you do not wish to take advantage of this coverage, simply remove from total pricing when submitting your order.*

***FREIGHT/SHIPPING is included in pricing unless otherwise noted.**

TERMS:

- Free ground shipping within the 48 contiguous states is included in the price unless specified above
- Invoice terms are Net 30, please submit your tax exempt certificates with your signed hard copy school purchase order
- Bid Pricing is the final price, no other promotions or discounts available with this purchase
- Call to confirm quoted price after 60 days
- Shipment ARO 7-14 business days for stock items; expected backorder dates are available at the time of order
- All products are shipped with dock delivery using a common carrier (i.e.: UPS, USPS or FED EX Truck Freight)
- Delivery appointments may be requested by the shipper for truck freight; arrangements for unloading product are the responsibility of the customer. Please allow extra week for delivery. Truck freight is dock delivery. Contact name and cell number is required on purchase orders for arrangements
- To obtain automatic shipping and backorder notifications sent to an official district business office email address, please provide one Music Department contact for all locations
- Additional protection against accidental Damage and Handling is available through our Platinum Coverage; otherwise, all standard Manufacturer's warranties apply
- Band Boosters, PTA/PTO send check with orders or call with credit card
- Procurement credit cards are accepted with a call-in order, reference quote name and date of discount
- Orders accepted via fax [800-421-5174](tel:800-421-5174) or email to schools@musiciansfriend.com
- Purchase Order Department phone [866-543-0750](tel:866-543-0750)

Christopher Barlow
Institutional Account Manager
Phone number: (866) 543-0750 ext 2878
Fax: (800) 421-5174



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Haney, Brenda

From: Nielsen, Ruth
Sent: Thursday, May 10, 2012 10:31 AM
To: Haney, Brenda
Cc: Williams, David; Harman, Joany
Subject: RE: FOR YOUR IMMEDIATE ACTION_ AREA 7/10020 and AREA 7/VTEA 10050 & 10060
_BUDGET FAILURES From
Attachments: RE: VTEA Transfer for 10050; SKonica2-bu12050915050.pdf

Brenda,

In reference to the budget failing for Musician's Friend- REQ 760338, please see the attached e-mail of Tuesday, May 8, 2012 regarding transfer of VTEA funds bringing the account string to \$889.00 from \$308.00.

Let me know if you have any more questions on this requisition.

Thanks!

Ruth C Nielsen
Administrative Assistant to
Monica Pactol, Dean of Instruction &
David Williams, Dean of Visual & Performing Arts
10 College Parkway
Folsom, CA 95630

916-608-6621 – office
916-608-6523 – fax

NielseR@flc.losrios.edu

“Tell Me and I'll forget. Show me and I may not remember. Involve me, and I'll understand.” Native American Saying

From: Haney, Brenda
Sent: Wednesday, May 09, 2012 5:04 PM
To: Williams, David; Nielsen, Ruth
Subject: FOR YOUR IMMEDIATE ACTION_ AREA 7/10020 and AREA 7/VTEA 10050 & 10060_BUDGET FAILURES
Importance: High

Hi David / Ruth –

The following AREA 7/10020 and AREA 7/VTEA 10050 & 10060 items require your Action to clear budget failure. Requests exceed available budget.

NOTE: We need to clear these by Friday 5/11/12