

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

**PURCHASE ORDER NO**

**0001070592**

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

<b>Date</b> 03/07/2013	<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> 766368 HARRELL POONV		<b>Location / Dept</b> 04PE102

**Vendor:** 0000032186  
YES! FITNESS MUSIC  
P.O. BOX 73097  
WASHINGTON DC 20056-3097

**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

*S/B  
ERC*

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	BEST OF MASHUP MANIA 2	2.00	EA	22.95	45.90	03/13/2013
2- 1	WINTER BUZZ 2013	2.00	EA	22.95	45.90	03/13/2013
3- 1	X-CORE 2	2.00	EA	22.95	45.90	03/13/2013
4- 1	MAKE IT POP! PRO WINTER 2013	2.00	EA	22.95	45.90	03/13/2013
5- 1	SHIPPING	1.00	EA	10.00	10.00	03/13/2013

QUOTE # 39 DATED 1/31/13

AMPED UP! PROMOTION BUY 4 GET 1 FREE X 2

Sub Total Amount	193.60
Sales Tax Amount	14.24
Total PO Amount	207.84

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4300	11	FL.VI.AR05	08500	00000	041A	207.84	2013

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.

**Authorized Signature**  
*[Signature]* 03/12/13

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

Page 1 of 1

## Requisition F.L.C BUSINESS SERVICES

Req. No. <b>766368</b>
P.O. NO.

Vendor Code
Approved
Terms
F.O.B.

DATE 1-27-13 2013 FEB -5 P 4:17

VENDOR Yes Fitness Music

ADDRESS P.O. Box 73097

CITY Washington STATE DC ZIP 20096-3071 EDC

PHONE 800 321-9379 FAX

DELIVERY INSTRUCTIONS	
<u>04EDCF102</u>	
Location Code	<u>KHA</u>
College/District Location	Department
<u>KHA/CFE</u>	<u>2/25/13</u>
Division	Date Required

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	Best of Mashup Mania 2 CD	2	<del>22.95</del>	22.95	45.90
2	Winter Buzz 2013 CD	2	<del>22.95</del>	22.95	45.90
3	X-Core 2 CD	2	<del>22.95</del>	22.95	45.90
4	Make It Pop! Pro Winter 2013 CD	2	<del>22.95</del>	22.95	45.90
5	Amped Up! Promotion Buy 4 Get 1 Free x2	2	1	22.95	Free
6	(see attached quote)				
7					
8					
9					
10					
11					
12					183.60
13					10.00
* shipping					

Purchases Charged to Categorical Programs, Grants or Special Projects		Sales Tax
This purchase is in compliance with the requirements of <u>[Signature]</u>		<u>14.69</u>
Program Director/Coordinator Signature <u>[Signature]</u>	Program Name <u>TOPP</u>	11.50%
	Project/Grant Number <u>041A</u>	Total
		<u>\$ 208.29</u>
		<u>207.37</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: Kim Harrell TYPED/PRINT DATE 1/31/13

REQUESTED BY: Kim Harrell SIGNATURE DATE 1/31/13

AUTHORIZED: [Signature] DEAN OR AUTHORIZED SIGNATURE DATE 2/4/13

APPROVED: [Signature] VICEPRESIDENT, ADMINISTRATION DATE 2/6/13

GENFD 4300 / 12 / FL.VI.ARO5

Bus. Unit	Account*	Fund	Org	Amount
<u>08500</u>	<u>00000</u>	<u>2013</u>	<u>TOPP</u>	<u>\$ 208.29</u>
Program	Sub-Class	BY	Proj/Grnt	Amount
<u>08500</u>			<u>041A</u>	

\* 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

Da Capo Music LLC dba Yes! Fitness Music

1736 14th St. NW Ste 200  
Washington DC 20009

# Estimate

Date	Estimate #
1/31/13	39

Name / Address
El Dorado Center of Folsom Lake College 6699 Campus Drive Placerville, CA 95667

Project

Description	Qty	Rate	Total
Best of Mashup Mania 2	2	22.95	45.90
Winter Buzz 2013	2	22.95	45.90
X-Core 2	2	22.95	45.90
Make It Pop! Pro Winter 2013	2	22.95	45.90
Amped UP! PROMOTION Buy 4 Get 1 Free x 2	0	22.95	0.00
Postage/Shipping	1	10.00	10.00
<b>Total</b>			\$193.60

**Haney, Brenda**

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**From:** Northrop, Jeanne  
**Sent:** Monday, February 11, 2013 12:16 PM  
**To:** Haney, Brenda  
**Subject:** Req 766368 Yes Fitness Music

Hi Brenda,  
The correct budget string should be:  
GENFD 4300 11 FL.VI.AR05 08500 00000 2013 041A  
Thank you,

*Jeanne Northrop*

Administrative Assistant to Dean of Instruction  
Kinesiology, Health, Athletics and Career Technical Education  
Folsom Lake College  
10 College Parkway  
Folsom, CA 95630  
(916) 608-6687  
FAX (916) 608-6761

2/11  
left VM w/  
J. Northrop  
need Budget  
Clarified  
w 700P 4300/12  
~~041A~~  
OR 041A 4500/11