

**LOS RIOS COMMUNITY COLLEGE DISTRICT**

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

FAX: (916) 568-3145

**PURCHASE ORDER NO 0001070839**

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

<b>Date</b> 03/22/2013	<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> 769112 LEE POONV		<b>Location / Dept</b> 04DOGH239 VAPA

**Vendor:** 0000003773  
MUSICIAN'S FRIEND, INC.  
P O BOX 7479  
WESTLAKE VILLAGE CA 91359

**Phone:** (800) 449-9128  
**Fax:** (800) 421-5174

**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	MUSIC EQUIPMENT : MBOX AVID 3 MINI AND PRO TOOLS EXPRESS EDUCATIONAL # H81552000000000	20.00	EA	202.50	4,050.00	03/28/2013

EMAIL QUOTE DATED 3/1/13 FROM RONALD EVA

NO SHIPPING AND HANDLING CHARGE

<b>Sub Total Amount</b>	4,050.00
<b>Sales Tax Amount</b>	324.00
<b>Total PO Amount</b>	4,374.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	6490	12	FL.VI.VTEA	10050	00000	316C	4,374.00	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**  


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. **769112**

P.O. NO.

VendorCode \_\_\_\_\_ DATE 03/03/2013 MAR 4 10 31 5

Approved \_\_\_\_\_ VENDOR Musician's Friend

Terms \_\_\_\_\_ ADDRESS PO Box 470

F.O.B. \_\_\_\_\_ CITY Medford STATE OR ZIP 97501

PHONE 800-391-8762 FAX \_\_\_\_\_

DELIVERY INSTRUCTIONS

04 DOGHE39 ✓  
Location Code

FLC MUSIC  
College/District Location Department

VAPA(F)  
Division

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					
2	<u>Avid Mbox 3 Mini &amp; Pro Tools</u>				
3	<u>Express Educational</u>	<u>20</u>	<u>1</u>	<u>202.50</u>	<u>4050.00</u>
4					
5					
6					
7	<u>Music Program Equipment</u>				
8					
9					
10					
11					
12	<u>comparative quotes attached (both Proton &amp; Sweetwater)</u>			<u>Sub</u>	<u>4050.00</u>
13	<u>quote dated 3/1/13 attached</u>		<u>free</u>	<u>Shipping</u>	<u>9.00</u>
Purchases Charged to Categorical Programs, Grants or Special Projects					
This purchase is in compliance with the requirements of <u>VTEA</u>				<u>8%</u>	<u>SalesTax</u>
Program Director/Coordinator Signature: <u>[Signature]</u> For grants/special projects				Program Name: <u>3160</u>	
Program Goal/Objective Number/Explanation: <u>Music Equipment</u>				Project/Grant Number	
				<b>Total</b>	<u>4374.00</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.

HAO Lee 3/4/13

REQUESTED BY: \_\_\_\_\_ TYPED/PRINT \_\_\_\_\_ DATE \_\_\_\_\_

HAO Lee [Signature] 3/6/13

REQUESTED BY: \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

[Signature] [Signature] 3/4/13

AUTHORIZED: \_\_\_\_\_ DEAN OR AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

[Signature] [Signature] 3/4/2013

APPROVED: \_\_\_\_\_ VICEPRESIDENT, ADMINISTRATION \_\_\_\_\_ DATE \_\_\_\_\_

GENAD / 6990 / 12 / F.VI.VTEA

Bus. Unit	Account*	Fund	Org	
<u>10060</u>	<u>100000</u>	<u>2013</u>	<u>3160</u>	<u>\$ 4,374.00</u>
Program	Sub-Class	BY	Proj/Grnt	Amount
Bus. Unit	Account*	Fund	Org	
				\$
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 04 FLC Dept. MUSIC

Building FL4 Room No. 234



Quote # 1

Lee, Hao

From: Ronald EvaMF [Ronald.Eva@musiciansfriend.com]  
Sent: Friday, March 01, 2013 2:26 PM  
To: Lee, Hao  
Cc: Christopher BarlowMF; Delaney ArmijoMF  
Subject: CA, Folsom QUOTATION Folsom Lake College 3-1-2013

Hello Hao,

Here is the quote that you have requested. Please Feel free to let me know if you need anything else.



PO Box 7479, Westlake Village, CA, 91359  
Toll Free Educator Hotline: 866-543-0750 Fax: 800-421-5174  
[schools@musiciansfriend.com](mailto:schools@musiciansfriend.com) [www.musiciansfriend.com](http://www.musiciansfriend.com)

**Bid Proposal**

QUOTED FOR:

Hao Lee  
Folsom Lake College  
Folsom, CA  
[leeh@flc.losrios.edu](mailto:leeh@flc.losrios.edu)

Item Number	Description	Qty	Unit price	Total
H8155200000000	Mbox 3 Mini and Pro Tools Express Educational	20	\$ 202.50	\$ 4,050.00
Sub Total				\$ 4,050.00
Shipping & Handling				\$ -
Totals				\$ 4,050.00

**Special Terms/Conditions:**

\*State and Local taxes (where applicable) are not included with this pricing.

---

Thank you for presenting us this bid opportunity. We appreciate the opportunity to earn your business. The above 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.

Best Regards,  
Musician's Friend Institutional Sales

Pricing provided by: Ronald Eva

***\*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.***

***We also charge sales tax to the following states: UT, CA, WA, IN, and MO. If you're in one of the following states please include sales tax or send tax exempt information along with your purchase order.***

**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 Gold 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 [schools@musiciansfriend.com](mailto:schools@musiciansfriend.com)
- Purchase Order Department phone [866-543-0750](tel:866-543-0750)

**Ronald Eva**  
Account Manager  
Musician's Friend  
866-543-0750 EXT 2033



Comp Quote #12



# Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

<b>Phone:</b> 800-947-8003 212-239-7503	<b>Fax:</b> 800-858-5517 212-239-7759	<b>Email:</b> Education: emailbids@bhphoto.com Corporate: corporatesales@bhphoto.com	Federal Government: gsa@bhphoto.com State and Local: biddept@bhphoto.com
--	--	---	---

The Professional's Source — 420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 13-2768071

Prices Are Valid Until: 03/14/13 Bid No.: 426749230

Sold To: **Hao Lee**  
Folsom Lake College  
10 College Parkway  
Attn: Hao Lee  
FOLSOM, CA 95630

Ship To: **Folsom Lake College**  
10 College Parkway  
Attn: Hao Lee  
FOLSOM, CA 95630

Bill Phone: (916)608-6754

(916)608-6754

Date	Customer Code	Terms	Salesperson	Ship Via
02/28/13	61774683	N/A	005	UPS GROUND
Qty Ord	Item Description	SKU# Catalog#	Item Price	Amount
20	AVID P T EXPRESS + Mbox MINI (EDU)/REG	AVPTEMME 99006533713	208.73	4,174.60
PLEASE NOTE: ----- *****B&H HOLIDAY SCHEDULE***** B&H will be closed from Monday, March 25th Through Tuesday, April 2nd for Holiday vacation, We will reopen on Wednesday, April 3rd at 9am Certain items may be enforced by vendor to sell at the vendor-imposed price posted at the time of order.				
<b>Payment Type -</b>			<b>- Amount</b>	
NO PAYMENT TYPE SELECTED			Sub-Total:	4,174.60
			Shipping:	0.00
			<b>Total:</b>	<b>4,174.60</b>

B&H logo

# Sweetwater | quote

Comp Quote # 5

5501 US Highway 30 W  
Fort Wayne, IN 46818

(260) 432-8176  
(800) 222-4700  
Fax (260) 432-1758

Quote Pages 1  
Quote Date 03/01/2013  
Quote Number 2463797  
Customer Number 2466291  
Salesman Ted Hunter X 1397

## Quote To:

Hao Lee  
Folsom Lake College  
10 College Pkwy  
Folsom, CA 95630-6798

Phone Numbers:  
W 916 941 5368

Qty	Item	Wt	Mfg List	Sell At	Extended
20	PTMboxMiniEdu - Avid EDU 2x2 Interface w/PT Express <a href="http://www.sweetwater.com/store/detail/PTMboxMiniEdu/">http://www.sweetwater.com/store/detail/PTMboxMiniEdu/</a>	3.38	\$225.00	\$219.00	\$4,380.00
1	WebPass - Groove3 30-Day Web Training Pass	0	\$0.00	\$0.00	\$0.00

All purchases also include:

- Technical support at no additional charge from our 20-plus person in-house service department
- Extension of manufacturers' warranties to two years

## Notes:

Subtotal: \$4,380.00  
Ship & Hand: \$0.00  
0 % Tax: \$0.00  

---

QUOTE \$4,380.00

Via: FedEx Ground (Business)