



Instructional Equipment Request (IER) Form

Requisition #:

FY 2025-2026

Title of Submission:	Amphitheater Sound System
Vendor Name:	Delicate Productions
Brief Description of Item(s):	P.A., speakers, amplifiers, sound and power distribution, cables

Please review all information carefully to ensure timely processing. More information can be found <u>here</u>.

Deadline	Action
10/08/2025	IER forms due to Division Dean
10/15/2025	Division review of IER forms (Dean signature)
10/24/2025	IER forms due to Executive Assistant of Administrative Services (with Dean & VP signature)

Checklist

- □ All IER form fields complete
- □ Valid quote attached to submission (must be attached before submitting form)
 - **Shipping**, **installation**, and **tax** are required on the quote, whenever applicable. This must be provided by the vendor themselves. Do not split quotes or submit duplicate quotes.
 - o **IMPORTANT**: To comply with state law, purchases between \$\frac{30,000.00}{20,000.00} and \$\frac{114,800.00}{20.00} require 3 quotes from 3 different vendors. We're required to proceed with the cheapest option unless a compelling argument can be provided for a more expensive option. If your request is approved, you will be notified *via email* to obtain an **updated quote**, **two additional quotes**, and complete a **Requisition** form. Please monitor your email closely throughout the fiscal year as we **cannot** proceed with your request until these quotes, and any additional requirements, are provided.
 - Purchase requests of \$\frac{114,800.00}{\text{or more must go out for bid*}}\$ (aka RFP process) and then go to Board for approval. You will be provided further instruction via email after your request is approved.
 - o For assistance with quotes, please contact Bill Pagano at bpagano@clpccd.org or (925) 485-5271.
- □ IER form, with quote, signed and submitted to Division Dean including:
 - Quote (required)
 - New Vendor Application (if new vendor*)
 - Copy of <u>W9</u> (if new vendor*)
 - *Email Business Office to confirm if vendor is in Banner and if vendor documents are needed

*Bid Process: Purchasing submits RFP & selects cheapest bid → Requestor submits Requisition → Business Office enters Requisition in Banner → Requestor submits Board packet with copy of entered Requisition.

IER Process Flow

- 1. Completed packet signed and submitted to Division Dean
- 2. Dean reviews and forwards to Vice President
- 3. Vice President reviews and forwards to Executive Assistant of Administrative Services
- 4. Executive Assistant logs requests and forwards to M&O and IT for review
- 5. RAC reviews and scores requests scores combined into rankings by Executive Assistant for final review
- 6. RAC Chair meets with College President to discuss ranked requests
- 7. College President issues approval memo to RAC
- 8. RAC notifies requestors via email of approved requests and additional steps (e.g. additional quotes, board, etc.)
- 9. Requestor submits <u>Requisition</u> with updated quote(s) (itemization not required on regs for IER requests <u>see example</u>)
- 10. Business Office reviews requisition, enters requisition into Banner, and forwards to Purchasing
- 11. Purchasing will assist with requests that must go out for bid and requires board approval (requestor will be notified)

Instructional Equipment Definitions

Scheduled Maintenance Instructional Materials Funding:

Allowable Items

Instructional equipment expenditures are eligible if the equipment, library material, or technology is for classroom instruction, student instruction or demonstration, or in the preparation of learning materials in an instructional program. There are five categories that will be used to classify instructional support. Please note that requests are not limited to the examples shown below.

- 1. **Equipment and Furniture**: instructional equipment and furniture for primary use by students in instructional programs:
 - a. Classroom/laboratory equipment including whiteboard, screen, projector, etc.
 - b. Instructional furniture including desks, tables, podium, chairs, etc.
- 2. **Information Technology**: instructional information technology equipment for student use in classrooms and/or laboratories including desktops, laptops, monitors, printers, servers, network/wireless infrastructure, AV/TV, multimedia.
- 3. **Software**: software licenses are allowed but only the initial year is permitted. Other software that are permitted are those that are used in excess of one year and software modifications that add capacity or efficiency to the software that defers obsolescence and results in an extension of the useful life of the software, including registration, counseling, student services, learning management systems for student use.
- 4. **Adaptive Equipment**: adaptive equipment for ADA/OCR students are allowed to assist them in a learning environment.
- 5. Library Material: databases, online subscriptions, books, periodicals, videos, etc.

Non-Allowable Items

Administrative or non-instructional purposes including equipment being used for administrative or non- instructional purposes is not allowed, including photocopiers, file cabinets, bookcases, computers, networking infrastructure, software licenses.

Lottery Funding:

Allowable Items

Instructional materials: materials used by pupils and their teachers as a learning resource and help pupils acquire facts, skills, or opinions to develop cognitive processes:

- 1. Laptops and hotspots for students, teachers, and faculty as a learning resource, internet devices
- 2. May be printed or non-printed, textbooks, technology-based materials, other educational materials, and tests.
- 3. Basic instructional materials: materials that are designed to be used as a principal learning resource and meets, in organization and content, the basic requirements of the intended course.
- 4. Technology based materials: basic or supplemental instructional materials designed for use by pupils and teachers as learning resources and that require the availability of electronic equipment in order to be used as a learning resource. o Includes but not limited to software programs, video disks, compact disks, optical disks, video and audiotapes, lesson plans, and databases.
- 5. Supplies and Materials: Software, books, magazines and periodicals, subscriptions, textbooks, instructional materials printing, instructional supplies including library media, audio visual, instructional food supplies, instructional tests.
- 6. Other operating expenses: Software licensing fees.
- 7. Capital Outlay Expenditures: Library books, books replacement, library magazine and periodicals, library nonprint media, instructional software.
- 8. Basic Needs: Housing and food assistance includes grants to students, housing vouchers, direct payments or reimbursements for housing, efforts to increase enrollment in CalFresh, and provision of food pantries/meal programs or free meals. (Documentation is required to demonstrate the need and proper use of funds).

Measure A Bond Funding:

Allowable Items

- 1. Upgrade career and vocational classrooms to better prepare students and workers for good- paying jobs.
- 2. Upgrade classrooms and labs for science, technology, engineering, and math-related fields.
- 3. Provide or upgrade facilities and resources for career preparation in healthcare, nursing and early childhood education.
- 4. Upgrade classroom technology.
- 5. Improve classrooms and resources for paramedic, firefighter and public safety programs.
- 6. Improve vocational classroom and labs for auto repair, agriculture and environmental science programs.
- 7. Improve and expand facilities which prepare students for transfer to four-year college and universities.

IE Rubric

RAC evaluates each IE request based on the rubric below. RAC stresses the importance of quality requests. RAC may choose not to rank incomplete IE requests.

Criteria	Strong Evidence	Adequate Evidence	Limited Evidence	
LPC Mission & Planning Priorities [Section 2] (5 points) Ranking Scale	Clear and compelling evidence/data that equipment will fully support LPC Mission and Planning Priorities. 4-5	Clear evidence/data that equipment will fully support LPC Mission and Planning Priorities. 2-3	Limited or no evidence/data that equipment will support LPC Mission and Planning Priorities. 0-1	
Educational Items: Programmatic Impact and Institutional Support [Section 3] Clear and compelling evidence/data (as stated in program review) that this equipment will have substantial impact on program curriculum.		Clear evidence/data (as stated in program review) that this equipment will have substantial impact on program curriculum.	Limited or no evidence/data (as stated in program review) that this equipment will have an impact on program curriculum.	
(10 points) Ranking Scale	8-10	4-7	0-3	
Teaching & Learning [Section 4] (10 points) Ranking Scale	Clear and compelling evidence/data that equipment provides much needed or beneficial enhancement to instruction. 8-10	Clear evidence/data that equipment provides enhanced instruction that is not met through current means. 4-7	Limited or no evidence/data that equipment provides enhanced instruction that is not met through current means. 0-3	
Safety and/or Org. Effectiveness [Section 5] (5 points) Ranking Scale	Clear and compelling evidence/data that equipment will support safety and/or organizational effectiveness above and beyond current capability. 4-5	Clear evidence/data that equipment will support safety and/or organizational effectiveness beyond current capability. 2-3	Limited or no evidence/data that equipment will support safety and/or organizational effectiveness beyond current capability. 0-1	
Outcomes [Section 6] (5 points) Ranking Scale Clear and compelling evidence/data that equipment will support course and/or program outcomes above and beyond current capability. 4-5		Clear evidence/data that equipment will support course and/or program outcomes beyond current capability. 2-3	Limited or no evidence/data that equipment will support course and/or program outcomes beyond current capability. 0-1	

Instructional Equipment Request Form

Name of Requestor: Haller, Karl and B Rosefield, Cindy	Division:	A&H
	Discipline:	Theater
This Equipment Request is: New Equipment or Technology		
SECTION 1: Equipment Description		
Describe the specific equipment requested and how it will be used sechnology to LPC from what is currently in place:	to replace, ι	upgrade, or provide new
Equipment Location		
Building #: 4000/Amphitheater Room #: 4	4119/Amphithea	ter Storage
Comments:		
This request is for the collective materials and equipment needed to outfit the newly renover cousing on a complete sound reinforcement system - new technology. This system is essevents held in the space. The sound system will provide students with the opportunity to the developing skills in live sound mixing, signal routing, microphone setup, speaker placemest experiences are critical for preparing students for careers in live event production, concerts sound system, the amphitheater will serve as a state-of-the-art learning environment, giving production.	sential for suppo rain and practice nt, and system t t audio, and tech	rting both educational instruction and live e on industry-standard equipment, roubleshooting. These hands-on nnical theater. With this professional
If applicable, describe the legal requirement, mandate, or safety		ated to the purchase of this
equipment, making specific reference to legal requirements or re	egulations:	
N/A		

SECTION 2: LPC Mission Statement and LPC Planning Priorities

LPC Mission Statement

Las Positas College is an inclusive, learning-centered, equity-focused environment that offers educational opportunities and support for completion of students' transfer, degree, and career- technical goals while promoting lifelong learning.

LPC Planning Priorities

- Affirm LPC's unwavering commitment to equity by deepening campus-wide engagement, enhancing professional development, embedding equity-minded practices in decision-making, assessment, and accountability processes; and building capacity to resolve inequities.
- Increase student success and completion through sustainable college practices, processes, academic support, removal of barriers, and focused professional development.
- Establish a knowledge base and appreciation for health and wellness in the workplace; create a sense of urgency about wellness; prioritize wellness in decision-making, assessment and accountability; and build capacity to support wellness.

Explain how the equipment supports LPC's Mission Statement and Planning Priorities:

This equipment supports the LPC Mission Statement for offering educational opportunities for career-technical goals and life-long learning. Las Positas College is the only community college in the area with an outdoor performance space of this size, and the under development of the space makes it limited in instructional capacity. With more than 500 performance venues in the Bay Area, including many outdoor concert venues, theater spaces, and festivals, students should be trained to operate in outdoor spaces.

Additionally, for performance students and speaking events, the outdoors space is a prime location to share programs successes with the community in an outdoor setting.

SECTION 3: Educational Items | Program Review

Specify the educational programs the equipment supports:

Theater Arts CTE Technical Theater

Theater Arts AA / AA - T / Actors Conservatory

Music (MUS 35 & MUS 36 classes specifically)

Danc

Communication Studies

Any program on campus who uses the theater for public events, such as performances, speaker series, graduations, gatherings, etc.

Is the equipment part of an upcoming Program Review? Was it included last year? If not, why? Use language from your Program Review to explain:

The equipment will be included in the upcoming Theater and Music program review.

It has not been specifically included in the past, as there was discussion and investigation into small and large project funds being used to outfit the space for more consistent and reliable use. Upon further exploration, it was decided to utilize the IER process instead.

This general statement is found in the 2023-24 program review. 'Upgrade equipment in the program to support growing student engagement and enrollment numbers. Much of the gear in the performing arts building is reaching the end of its lifespan, or is being phased out by the manufacturers, so there is a need to update light boards, sound gear, and video equipment for our more advanced classwork and students.'

SECTION 4: Teaching and Learning

Please use evidence and data that describes how the equipment provides enhancements/benefits to the current level of teaching capabilities:

The requested sound reinforcement system (L-Acoustics) features industry standard equipment, which is essential for providing students with world, hands-on training. Mastery of this equipment is not only critical for careers in live performance, but also applicable across a wide range of industries including live sports, corporate events, conferences, and broadcast production.

In the United States, L-Acoustics and D&B Audiotechnik are the two leading manufacturers used in major professional productions. The opportunity to train on an L-Acoustics system—a brand that is internationally respected and widely adopted—gives students a competitive edge and helps open doors to employment in a global job market.

Having access to this high-quality sound system allows faculty to teach advanced concepts such as signal flow, sound system design, tuning, live mixing, and troubleshooting, all of which are essential skills in technical theater and live event production.

By providing access to this equipment, Las Positas College can deliver a modernized, competitive technical training program, ensuring students gain the practical, job-ready skills required in today's workforce.

Detail the impact the equipment has on learning:

Equipping the amphitheater with a professional sound system will allow it to be used for a wide range of events beyond the annual summer musical, including concerts, theater performances, lectures, and campus-wide gatherings. This expanded use creates more frequent and diverse learning opportunities for students involved in technical production.

Working in an outdoor venue exposes students to unique technical challenges—such as acoustics in open-air settings, weather considerations, power distribution, and rigging for wind and safety—that are not encountered in indoor environments. Understanding these differences is essential for students pursuing careers in live event production, where outdoor work is common.

Furthermore, exposure to high-end equipment from manufacturers like L-Acoustics allows students to build familiarity with tools used in professional settings, improving their employability in fields such as live sound, theater production, broadcasting, and corporate AV.

Ultimately, the equipment turns the amphitheater into a living lab, where students can apply classroom knowledge in real time, increasing engagement and readiness for the workforce.

Please state the number of classes and students the equipment will impact:

Classes/Sections:8-10	Students: 60+

SECTION 5: Safety and/or Organizational Effectiveness

Describe, in detail, the impact this equipment will have on safety and/or organizational effectiveness:

The installation of dedicated, professional-grade equipment in the amphitheater will greatly improve both safety and organizational efficiency.

Currently, sound and rigging gear must be transported from the Main Stage and Black Box theaters, which is time-consuming, labor-intensive, and increases the risk of equipment damage or injury during setup and teardown. Having a permanent, storage space in the amphitheater will eliminate unnecessary equipment movement, reducing physical strain on students and staff and minimizing potential hazards.

From a safety standpoint, using a properly designed and integrated system ensures that equipment is used as intended, rather than relying on piecemeal setups that lack consistency and may not meet professional safety standards.

Operationally, the new sound system will streamline setup and breakdown, saving valuable instructional time and allowing events to be executed more efficiently. Faculty can focus more on teaching technical skills, and students can spend more time engaged in meaningful, hands-on learning rather than logistical tasks.

Overall, the investment in dedicated equipment will lead to a safer, more organized, and more professional production environment.

SECTION 6: Student Learning Outcomes (SLOs)

Document how the equipment will enable you to surpass your current Student Learning Outcomes:

This equipment will align with at least the following SLO's - it should be noted that there may be many other SLO's in other programs.

*Upon completion of THEA 48B, the students should be able to operate and program, at a fundamental level, standard lighting, sound, and projection technology typically employed in a theatrical setting.

*Upon completion of THEA 48D Tech Theater Prod- Capstone, the student should be able to: - work collaboratively with designers, technicians, and other theatre personnel.

*Upon completion of THEA 50, Stagecraft, the student should be able to: - analyze technical theatre production problems; evaluate alternatives and recommend solutions. - - - recognize and use at a fundamental level terminology, tools, materials, and processes and techniques, typically found in a theatrical environment. recognize theatrical crew organization, and perform basic tasks typically associated with lighting, sound, scenic, or costume crews. work collaboratively with designers, technicians, and other theatre personnel.

SECTION 7: Total Cost of Ownership | Maintenance and Sustainability

Does the new equipment replace older equipment? If so, will you retire/surplus the old equipment? If not, where will you store the older equipment and what are the associated storage costs?

Yes, it will replace older equipment but we will still be able to use that equipment. The older equipment will stay housed in 4119, main stage theater.

Detail how the equipment meets or exceeds **LPC's Sustainability Efforts**:

Currently, equipment is frequently moved back and forth from indoor spaces like the Main Stage and Black Box Theaters. This repeated transport not only increases wear and tear but might lead to shorter equipment lifespans and more frequent replacements.
Using modern equipment that consumes less power and is designed to meet current environmental standards.

Support sustainable practices in education, teaching students how to work responsibly with professional systems that are designed for long-term use and reduced environmental impact.

Any other additional information?

The amphitheater was completed in 2010 when the Mertes Center for the Arts opened. There was never a proper sound system bought for the space, it was always pieced together from elements from the main stage theater. There has been many discussions over the years to properly renovate and outfit the space. Now that it is finally being renovated, the decision was made to update the amphitheater along with the STEAM building with the funding for this equipment to make the space fully functional coming out of IER, as an option.

Operator								
Primary operator: Haller, Karl and Rinaldi, Mike								
Does the work align with current position duties? Yes								
Cost to train primary operator: 0.00								
Approx. # of hours equipment will be used per month: 30-40								
Comments:								
Maintenance and Repairs								
Who will perform maintenance and repairs? Karl Haller and Mike Rinaldi								
Estimated hours per month: Once a month, one hour will be taken for inspection.								
Does the work align with current position duties? Yes								
Cost to train for maintenance and repairs: 0.00								

SECTION 7: Total Cost of Ov		ŕ	v (cont'd)	
Lifespan of Equipment: If pr	operly handled and stored, 2	15 - 20+ years		
FOAP (Budget) for Recurring	Costs:Fund	- Org	- Acct	- Program
	rana	016	71000	r rogram
	Part A: Ini	tial Start-Up Costs		
Туре	Cost		Comments	
Equipment or Materials	387,441.78			
Shipping & Delivery Fees	19,965.25			
Installation Costs	0.00			
Miscellaneous Costs	0.00			
Modification to Facilities	0.00			
Operator Training	0.00			
Maintenance/Repair Training	0.00			
Other	0.00			
(Enter as Positive) Discounts	0.00			
Start-Up Total	407,407.03			
	Part B: Ann	ual Operating Costs		
Туре	Cost		Comments	
Service/Maintenance	0.00			
Part Replacement	0.00			
Vendor Calibration or Standardization	0.00			
Storage	0.00	This will be housed in the camphitheater.	outside storage room beir	g built on side of
Supplies	0.00	'		
Maintenance/Repair Labor	0.00			
Software Licensing	0.00			
Other	0.00			

0.00

407,407.03

Annual Total

Overall Cost:

Approvals and Signature Routing

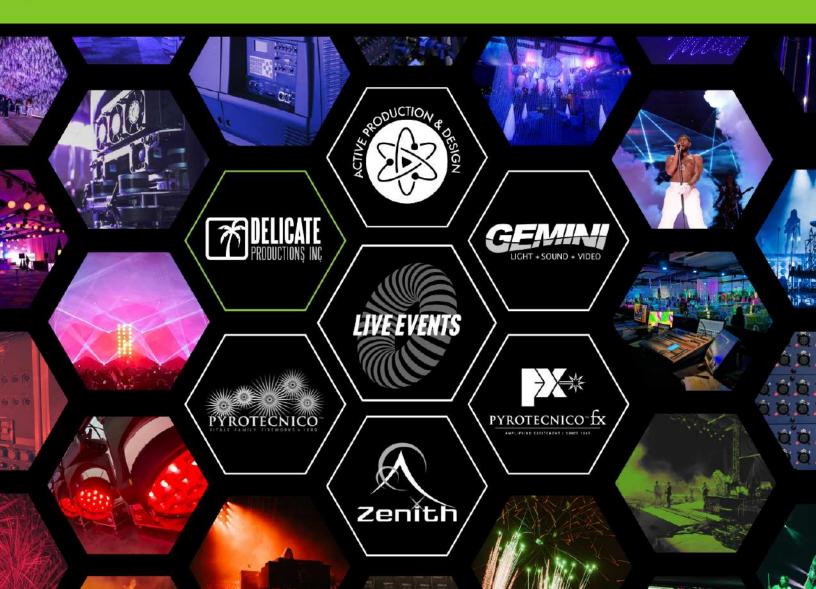
Before signing below, please confirm all fields are filled out and all information provided is correct. Requests must be fully complete, signed, and submitted to your Division Dean by the deadline (see page 1). **Quote must be attached to this form <u>before</u> submitting.** 1 Quote (Preferred Vendor)

Title	Signature	Date
Requestor:	Cindy Browne Rosefield	10/08/2025
Division Dean:	Avny Mattern	10/16/2025
Vice President:		10/16/2025
College Technology Services Manager:	Stephen Gunderson	10/29/2025
M&O Director:	JOHN SEYBERT	10/29/2025
Vice President, Administrative Services:		10/29/2025



Proposal

Los Positas College Los Positas College Amphitheatre Audio Proposal - L' Acoustics





805.388.1800 / rental@delicate.com / www.delicate.com

Friday 29 August 2025

Event Name: Los Positas College Amphitheatre Audio Proposal - L' Acoustics

Client: Los Positas College

Account Manager: Bryan Bazilsky

Event Date: 10/31/2025 - 03/02/2026

Venue: Los Positas College Amphitheatre

Thank you for inviting us to submit a proposal for your upcoming event, Los Positas College Amphitheatre Audio Proposal - L' Acoustics at Los Positas College Amphitheatre.

I have carefully considered your requirements and have put together a suitable proposal.

Please review the proposed budget on the following pages and if you have any questions, please don't hesitate to ask.

I look forward to helping you produce a successful event.

Regards, Bryan



Event Budget Summary 26-00000

Los Positas College Amphitheatre Audio Proposal - L' **Acoustics**

Client

Los Positas College 7600 Dublin Boulevard FL₃ Dublin, California 94568

Event Details:

Account Manager: Bryan Bazilsky Deposit: \$407,407.03 **Deposit Due:** 10/31/2025

Venue

Los Positas College Amphitheatre 3000 Campus Hill Drive Livermore, California 94551

Mobile: 925-413-3255 Phone: 925-413-3255

khaller@laspositascollege.edu

Event Times:

Order Date: 10/31/2025 12:01 AM

Required by Date: 03/02/2026 11:59 PM

Quote	Description	Quote Subtotal	Discount	Tax	Admin Fee	Total
26-00000	Los Positas College Amphitheatre Audio Proposal - L' Acoustics	\$407,407.03	\$0.00	\$0.00	null	\$407,407.03
	Subtotal:	\$407,407.03	\$0.00	\$0.00		\$407,407.03

PRICING ASSUMES DISCOUNT FOR CASH PAYMENT (CHECK, U.S. BANK WIRE, ACH PAYMENTS INCLUDED).

CASH DISCOUNT IS REVERSED (ADD 3%) FOR NON-CASH (CREDIT

CARD PAYMENTS).

ADD \$25.00 FOR EACH INTERNATIONAL (NON-U.S.) BANK WIRE TRANSMISSION.

PRICING ONLY VALID UNTIL THE AFOREMENTIONED VALID UNTIL DATE IN THE HEADER OF THIS QUOTATION. AFTER SAID DATE THIS QUOTATION IS VOID AND MUST BE PRICE CHECKED PRIOR TO CONFIRMATION WITH THE MANUFACTURER

Subtotal: \$407,407.03

Admin Fee:

Total: \$407,407.03

\$407,407.03 **Deposit Amount Due to Secure Services:**

> **Deposit Due By:** 10/31/2025

Remaining Balance (after deposit): \$0.00

General Notes:

- WE CANNOT BE RESPONSIBLE FOR INFORMATION NOT PROVIDED TO US.
- ELECTRICAL INSTALLATION IS NOT INCLUDED UNLESS OTHERWISE NOTED
- COMPLETE QUOTE MUST BE USED; NO PARTIALS
- SPARE MATERIAL, ALLOWANCES, DIMMERS AND SALES TAX NOT INCLUDED UNLESS NOTED
- ALL WARRANTIES AS PER MANUFACTURERS TERMS
- ALL SHIPMENTS FOB ORIGIN UNLESS OTHERWISE NOTED
- DEPOSITS MAY BE REQUIRED AS NOTED AT TIME OF
- THIS QUOTE IS GOOD FOR THE AFOREMENTIONED VALID UNTIL DATE IN THE HEADER OF THIS QUOTATION: AFTER WHICH ALL PRICING WILL NEED TO BE VERIFIED
- QUOTATIONS ARE CONFIDENTIAL PRICES VALID ONLY FOR THIS PROJECT / QUOTE NUMBER AND QUANTITY

Notes:

Contact is Karl Haller

Signed:	Date:
	Los Positas College
Title:	



Sales Quote 26-00000

Los Positas College Amphitheatre Audio Proposal - L'

A LIVE EVENTS COMPANY							Α	coustics			
Client	:				,	Venue/Site					
Los Positas College 7600 Dublin Boulevard FL 3 Dublin, California 94568 US US Mobile: 925-413-3255 Email: khaller@laspositascollege.edu				1							
Event	Event Details:							Event Times:			
Accour	nt Manager:	Bryan Bazilsky	Departmer	nt: Pro	duction			Shipping Metho	d: 26ft Box Truck		
Wareh Terms:		Delicate Productions Payment In Advance	Market Segment:	Uns	supported		ı	Order Date : Required by Da Valid Until Date			
Qty	Item Descrip	otion	N	ote			Time	Rate	Price	Price Ext.	
Speake	ers										
16	L' Acoustics Enclosure	KARA II 2way Active Dual 8"	WST					Each			
4		KS28 High Power Reference						Each			
4	Curvature W	A15 Wide 2way Passive 15" (/ST Enclosure						Each			
1	Curvature W	A10 Focus 2way Passive 10" /ST Enclosure						Each			
2		A10 Wide 2way Passive 10" (/ST Enclosure						Each			
8	L' Acoustics	X12 2way Passive 12" Coaxia	ii Eliciosure	for Fron Ionitors	ntFill & 4 fo	or Stage		Each	Speakers Total:	\$201,913.81	
Speake	er Hardware								-		
2		M-Bump Fly Frame						Each			
4	L' Acoustics	KS28-PLA Wheel Dolly						Each			
1	L' Acoustics	A10-Bump Fly Frame						Each			
4	L' Acoustics	_						Each			
2	2 Foot 3/8" :	Steel Bridle						Each			
								Speaker	Hardware Total:	\$9,968.98	
Electro											
2		LA-RAK II AVB c/w 3 x LA12X ontrollers& 2 LS10	4 Ch.					Each			
3		LA4X 4 Ch. Amplified Contro						Each			
2		dnet D16R MK II DANTE - AE						Each			
2	POE+ Switch							Each			
1	Lok Input/Lo	0/208 Volt Power Distribution op Thru, L21-30 / L5-20 & Ed	dison Out					Each			
2	•	wer Rack Power Distributior son Output - 2RU	n - L21-30					Each			

Electronics Total:

\$144,354.97

Page 1 of 3

Qty	Item Description	Note	Time	Rate		
Power	Cable					
1	2/0 ET 5 WIRE SET SINGLE POLE JUMPERS - 50 Foot			Each		
1	2/0 ET 5 WIRE SET SINGLE POLE FEMALE TAILS: 10 Foot			Each		
1	10/5 SO L21-30 CABLE - 10 Foot	Jump to Single LA4X		Each		
2	10/5 SO L21-30 Cable - 25 Foot	Near Side Amplifiers		Each		
1	10/5 SO L21-30 Cable - 150 Foot	Cross Stage Amplifiers		Each		
				Powe	r Cable Total:	\$4,331.96
Speake	er Cable & Panels					
4	8 Pin CaCom 8Cond/11awg Speaker Cable - 100 Foot			Each		
4	8Pin CaCom to Dual NL4 Fanouts(LA-DOFILL LA8) - 10 Foot			Each		
12	NL4 4Cond/11awg Speaker Cable - 2 Foot			Each		
4	NL4 4Cond/11awg Speaker Cable - 10 Foot			Each		
12	NL4 4Cond/11awg Speaker Cable - 25 Foot			Each		
12	NL4 4Cond/11awg Speaker Cable - 50 Foot			Each		
6	NL4 4Cond/11awg Speaker Cable - 75 Foot			Each		
8	NL4 4Cond/11awg Speaker Cable - 100 Foot			Each		
1	NL4 4Cond/11awg Speaker Cable - 125 Foot			Each		
2	NLT4MMX to Dual NL2FC Pr 1 Speaker Cable - 4 Foot			Each		
25	Neutrik NL4MMX Coupler			Each		
4	6 Channel 19Pin Multi to Female XLR Fanout - 6 Foot(DOMF)			Each		
12	3 Pin AES/EBU Cable M/F - 1 Foot			Each		
1	Custom I/O Panel & Patch Cables			Each		
			Speake	er Cable &	Panels Total:	\$18,453.31
Cases						
3	30" x 30" x 30" ATA Trunk	Wing Trunks & Monitor Cable		Each		
1	30" x 45" x 30" ATA Trunk	Feeder & Power Cable		Each		
1	8RU Slam Latch Rack	For 3 LA4X Controllers & 1 x RedNe	t	Each		
					Cases Total:	\$6,918.75
Prepro	duction					
1	System Design			Each		
				Prepro	duction Total:	\$1,500.00
Transp	ort: Freight & Equipment Delivery					
1	Equipment Delivery			Each	\$2,500.00	\$2,500.00
	01/01/2026 12:01 AM - 03/02/2026 11:59 PM					
1	Incoming Shipping			Each		
1	Tariff Charges			Each		
		Transpo	ort: Freight & Eq	uipment D	elivery Total:	\$19,965.25

PRICING ASSUMES DISCOUNT FOR CASH PAYMENT (CHECK, U.S. BANK WIRE, ACH PAYMENTS INCLUDED).

CASH DISCOUNT IS REVERSED (ADD 3%) FOR NON-CASH (CREDIT CARD PAYMENTS).

ADD \$25.00 FOR EACH INTERNATIONAL (NON-U.S.) BANK WIRE TRANSMISSION.

Sales Tax: \$0.00

Subtotal:

Total: \$407,407.03

\$407,407.03

Balance Due: \$407,407.03

PRICING ONLY VALID UNTIL THE AFOREMENTIONED VALID UNTIL DATE IN THE HEADER OF THIS QUOTATION. AFTER SAID DATE THIS QUOTATION IS VOID AND MUST BE PRICE CHECKED PRIOR TO CONFIRMATION WITH THE MANUFACTURER

General Notes:

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- COMPLETE QUOTE MUST BE USED; NO PARTIALS
- SPARE MATERIAL, ALLOWANCES, DIMMERS AND SALES TAX NOT INCLUDED UNLESS NOTED
- ALL WARRANTIES AS PER MANUFACTURERS TERMS
- ALL SHIPMENTS FOB ORIGIN UNLESS OTHERWISE NOTED
- DEPOSITS MAY BE REQUIRED AS NOTED AT TIME OF BREAKDOWN
- THIS QUOTE IS GOOD FOR THE AFOREMENTIONED VALID UNTIL DATE IN THE HEADER OF THIS QUOTATION; AFTER WHICH ALL PRICING WILL NEED TO BE VERIFIED
- QUOTATIONS ARE CONFIDENTIAL PRICES VALID ONLY FOR THIS PROJECT / QUOTE NUMBER AND QUANTITY

Notes:

Contact is Karl Haller

Page 3 of 3

1167 Lawrence Drive • Newbury Park, CA 91320 • 805.388.1800



Terms & Conditions

Los Positas College Amphitheatre Audio Proposal - L' Acoustics

Status: Inquiry

Sales Quote: 26-00000

 Client:
 Los Positas College
 Required by Date: 03/02/2026 11:59 PM

 Order Date:
 10/31/2025 12:01 AM
 Last Modified: 08/29/2025 10:56 AM

Account Manager: Bryan Bazilsky

L. Cancellation. If Client cancels this Agreement for any reason, other than Delicates default, prior to the Event Date, Client shall pay to Delicate the following: (i) if notice of cancelation is received less than 3 calendar days prior to the Event Date, Client shall pay 100% of the Fees, (ii) if notice of cancelation is received less than 10 calendar days, Client shall pay 50% of the Fees, and (iii) if notice of cancelation is received more than 10 calendar days prior to the Event Date, Client shall pay the costs incurred by Delicate. If Client elects to cancel this Agreement, it must do so by sending a written notice pursuant to this Agreement to Delicate. Payment under this Section shall be due within 10 days of the notice of cancellation and upon receipt will be in full satisfaction of Clients obligations under this Agreement.

- 2. **Engagement.** Client hereby engages Delicate, and Delicate hereby agrees to perform the services (the "Services") and provide the equipment (the "Equipment") pursuant to the quote and confirmation (the "Quote", along with these terms and conditions, the "Agreement") on a non-exclusive basis during the term (the "Term") identified on the Quote. Changes or additions to the Services or Equipment will constitute a change of scope, and may require additional costs in excess of the Fees identified on the Quote. Delicate will notify the Client in writing of any change of scope that will incur additional costs in excess of the Fees. Additional costs related to a change of scope shall be approved and agreed to in writing by both parties in advance.
- 3. **Fees.** Client shall pay the service fees, rental rates, labor rates, costs and expenses ("Fees") as set forth in the Quote. Client's obligation to pay all Fees and other amounts under this Agreement is absolute and unconditional and is not subject to any abatement, counterclaim, defense, deferment, interruption, recoupment, reduction, or setoff for any reason whatsoever. All payments must be in U.S. Dollars. Delicate reserves the right to charge interest at the rate of 1.5% per month or at the highest rate available under applicable law, to any account balance exceeding the terms set forth herein. It is understood and agreed that Client will pay all reasonable costs and expenses, including attorneys fees and costs incurred by Delicate in connection with any collection action for payment of the amounts due herein.
- 4. **Client Responsibilities.** Client agrees to provide Delicate with any and all materials or information Delicate reasonably requests in connection with the Services, including, without limitation, any and all pertinent production specifications, audio and video requirements, crew requirements, access to the venue and any other information required to perform the Services.
- 5. **Equipment Location and Use.** Client shall cause the Equipment to be stored, shipped, maintained and operated properly by competent, trained employees using the reasonable degree of care customary in the industry and as required by applicable law. Client shall pay all expenses of maintaining the Equipment in good repair during the Term.
- 6. **Ownership.** Client acknowledges that Delicate owns all rights, and interest in, and to the Equipment and shall keep the Equipment free of all liens, levies and encumbrances and further acknowledges that Client shall be responsible for all taxes, transportation charges, duties, broker fees, bonds, fines, forfeitures, penalties and all other costs imposed upon the leasing or the use of the Equipment. Client will not assign, transfer or sublet the Equipment or any rights under this Lease, and Client will not pledge, mortgage or encumber in any way the Equipment or Client's rights hereunder, and any such assignment, transfer, sublease, pledge, mortgage or encumbrance shall be null and void.
- 7. **Replacement; Impairment.** If during the Term any part of any Equipment is lost, stolen, damaged beyond repair, or otherwise permanently rendered unfit for use, Client, at its sole expense, shall promptly replace or cause to be replaced such part with one or more replacement parts. Client shall cause such Equipment after the replacement to be in as good an operating condition as, and have a value, remaining useful life, and utility at least equal to the value, remaining useful life, and utility of the Equipment before the replacement (assuming such Equipment to have been in the condition required by the terms of this Agreement). If Client incorporates or installs any part in or attaches any part to the Equipment, then immediately on any part becoming incorporated or installed in or attached to the Equipment, act or any cost to Delicate: (i) such part is deemed part of the Equipment to the same extent as though originally incorporated or installed in or attached to the Equipment; (ii) title to such part vests in Delicate; (iii) such part becomes subject to this Agreement; and (iv) Client shall cause all parts to be free and clear of all liens. If Delicate determines in its sole discretion that a loss has materially impaired the Equipment (the "Loss"), Client shall pay, on Delicate's demand, the following amounts: all Fees and other amounts then due under this Agreement, plus the replacement cost of the Equipment.
- 8. **Risk of Loss.** During the Term and for so long as Client remains in control of the Equipment, Client shall bear all risk of loss, damage, destruction, theft, taking, confiscation, or requisition, partial or complete, of or to such Equipment or its use, however caused or occasioned. Client shall notify Delicate in writing within twenty-four (24) hours of learning of any such loss.
- 9. **Property Insurance.** During the Term, Client, at its sole expense, shall provide and maintain for such Equipment insurance against loss, theft, and damage ("Property Insurance") in: (a) an insured amount at least the greater of the full replacement value of such Equipment; and (b) a form, and with companies, satisfactory to Delicate, including, without limitation, a breach of warranty clause, the waiver of any subrogation rights against Delicate, and the insurer's agreement to give Delicate fifteen (15) days' prior written notice before cancellation or material change of the Property Insurance. Client shall name Delicate (or shall cause Delicate to be named) as loss payee for the Property Insurance. Client shall provide Delicate with insurance certificates accurately evidencing that the Property Insurance required under this Section.
- 10. **Liability Insurance.** During the Term of this Agreement, Client, at its sole expense, shall provide and maintain commercial general liability insurance ("Liability Insurance"), in: (a) an amount no less than \$1,000,000 and such other commercial general liability coverages as are ordinarily procured by prudent Persons who operate similar equipment in similar businesses; and (b) a form, and with companies satisfactory to Delicate, including without limitation, the policy shall be primary and non-contributory with insurance carried by Delicate and the insurer shall agree to give Delicate fifteen (15) days' prior written notice before cancellation or material change of the Liability Insurance. Delicate shall be named as an additional insured without imposing on Delicate any expense in connection with the Liability Insurance. Client shall provide Delicate with insurance certificates accurately evidencing that the Liability Insurance required under this Section.
- 11. **Warranty.** DELICATE MAKES NO WARRANTY WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- 12. **Limitation of Liability.** IN NO EVENT WILL DELICATE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE) OR BREACH OF CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL DELICATES LIABILITY FOR CLIENT'S DIRECT DAMAGES EXCEED THE FEES FOR THE EQUIPMENT.
- 13. **Compliance with Law.** Client shall comply with all applicable laws, regulations, and ordinances. Client shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.
- 14. **Termination.** In addition to any remedies that may be provided under these Terms, Delicate may terminate this Agreement with immediate effect upon written notice to Client, if Client (each of the following is an "Event of Default"): (i) fails to pay any Fees or other amount when due under this Agreement and such failure continues for three (3) days after Client's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; (iii) if Client's interest or any portion thereof in this Agreement devolves on or passes to any person, whether by operation of law or otherwise; (iv) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors or (v) if Client sells, transfers, or disposes of all or substantially all of its assets or the property of its business, or merges or consolidates with any other entity.
- 15. **Remedies.** If an Event of Default occurs, Delicate may, in its sole discretion, exercise one or more of the following remedies: (a) declare this Agreement in default; (b) terminate the Agreement; (c) take possession of, or render unusable, any Equipment wherever it may be located, without demand or notice, without any court order or other process of law, and without liability to Client for any damages occasioned by such action; (d) require Client to deliver any Equipment in the condition required under this Agreement to a location designated by Delicate and for each day that Client fails to return any Equipment, Delicate may demand an amount equal to the Fees, in effect immediately prior to such Event of Default; (e) proceed by court action to enforce performance by Client of this Agreement and and/or to recover all damages and expenses incurred by Delicate by reason of any Event of Default; or (f) exercise any other right or remedy available to Delicate at law, in equity, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond). All rights and remedies of Delicate provided in this Agreement are cumulative and not exclusive, and the exercise by Delicate of any right or remedy does not preclude the exercise by Delicate of any other rights or remedies that may now or subsequently be available to Delicate at law, in equity, by statute, in any other agreement between the parties, or otherwise.
- 16. Indemnity. Client shall indemnify, defend, and hold harmless Delicate, its representatives, successors and assigns, (collectively, "Indemnitees") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnitees relating to, arising out of, or in connection with the transactions contemplated by this Agreement, including without limitation: (a) the lease, possession, maintenance, use, condition, repair, return, disposition, operation, storage, or transportation of any Equipment; (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Client pursuant to this Agreement; or (c) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties.
- 17. **Governing Law; Jurisdiction.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of California, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 18. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the Quote or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (y) upon receipt of the receiving party, and (z) if the party giving the Notice has complied with the requirements of this Section.
- 19. **Waiver.** No waiver by Delicate of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Delicate. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 20. **Entire Agreement.** This Agreement comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Agreement prevails over any of Client's general terms and conditions of rental regardless of whether or when Client has submitted its order or such terms. Fulfillment of Client's order does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend the Agreement.
- 21. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 22. **Assignment.** Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Delicate. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.
- 23. **Further Assurances.** Client agrees to execute, acknowledge, deliver, file, and record, or cause to be executed, acknowledged, delivered, filed, and recorded, such further documents or other papers and to do all such things and acts as Delicate may request in furtherance of the provisions and purposes of this Agreement and the transactions contemplated hereby.

PRICING ASSUMES DISCOUNT FOR CASH PAYMENT (CHECK, U.S. BANK WIRE, ACH PAYMENTS INCLUDED).

CASH DISCOUNT IS REVERSED (ADD 3%) FOR NON-CASH (CREDIT CARD PAYMENTS). ADD \$25.00 FOR EACH INTERNATIONAL (NON-U.S.) BANK WIRE TRANSMISSION.

PRICING ONLY VALID UNTIL THE AFOREMENTIONED VALID UNTIL DATE IN THE HEADER OF THIS QUOTATION. AFTER SAID DATE THIS QUOTATION IS VOID AND MUST BE PRICE CHECKED PRIOR TO CONFIRMATION WITH THE MANUFACTURER

General Notes:

- WE CANNOT BE RESPONSIBLE FOR INFORMATION NOT PROVIDED TO US.
- ELECTRICAL INSTALLATION IS NOT INCLUDED UNLESS OTHERWISE NOTED
- COMPLETE QUOTE MUST BE USED; NO PARTIALS

- SPARE MATERIAL, ALLOWANCES, DIMMERS AND SALES TAX NOT INCLUDED UNLESS NOTED
- ALL WARRANTIES AS PER MANUFACTURERS TERMS
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By signing below you acknowledge that you have read and agree to these Terms and Conditions.	
Signed:	Date:
	Los Positas College
Title:	