

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

Date	Revision	Page
05/23/2012		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
758256 JOHNSON POONV	04FALR ADMIN	

Vendor: 0000026674
 SACRAMENTO WINDOW SHADE MFG CO INC
 5710 AUBURN BLVD #22
 SACRAMENTO CA 95841

Phone: (916) 334-5725
 Fax: (888) 640-0752

email: carolm@sacshade.com

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

Rec'd 3023236 8-14-12

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	SHADES SKYCO SHADING SYSTEM MOTORIZED SUNSCREEN G24 I SOLAR MOTOR SYSTEM / WALL MOUNT HEADBOX SW2500 1 % OPENNESS CHARCOAL/CHARCOAL CLEAR ANODIZED	1.00 LOT	5,906.25	5,906.25	05/30/2012
2- 1	INSTALLATION	1.00 LOT	680.00	680.00	05/30/2012

QUOTE # 5504 DATED 3/20/12

Sub Total Amount	6,586.25
Sales Tax Amount	457.73
Total PO Amount	7,043.98

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
COPFD	6490	43	FL.VA.BEQP	71000	00100	221S	7,043.98	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 -1 P 4:23
 P.O. 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

[Signature] 5/31/12

emailed 6/1/12 ch

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. 758256
P.O. NO. <u> </u>

Vendor Code	DATE <u>4/26/12</u>
Approved	VENDOR <u>Sacramento Window Shade Mfg Co</u>
Terms	ADDRESS <u>5710 Auburn Blvd #22</u>
F.O.B.	CITY <u>Sacramento</u> STATE <u>CA</u> ZIP <u>95841-2945</u>
PHONE <u>916-334-5705</u> FAX <u>888-640-0752</u>	

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

ITEM	DESCRIPTION <small>GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES</small>	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<small>*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.</small>					
1	<u>MOTORIZED Sunscreen Shades</u>				5906.25
2	<u>SKYCO Shading System - Solar powered</u>				
3	<u>SW 2500 1970 Opennes</u>				
4	<u>Charcoal/ Charcoal</u>				
5	<u>G24 I Solar Motor System/</u>				
6	<u>wall mount head box</u>				
7					
8	<u>Quote # 5504</u>				
9					
10	<u>Installation</u>				680.00
11					
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects	Sales Tax
This purchase is in compliance with the requirements of _____	<u>457.73</u>
Program Name _____	Total
For grants/special projects _____	
Program Director/Coordinator Signature _____	<u>7043.98</u>
Project/Grant Number _____	
Program Goal/Objective Number/Explanation _____	

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.

FL VA BERS P
EVERETT

COPY 6490/43

Bus. Unit	Account*	Fund	Org	
<u>71000</u>	<u>00100</u>	<u>2012</u>	<u>2215</u>	\$ <u>7043.98</u>
Program	Sub-Class	BY	Proj/Grnt	Amount
/	/	/	/	

REQUESTED BY: Colleen Johnson TYPED/PRINT DATE 4/26/12

REQUESTED BY: _____ SIGNATURE DATE _____

AUTHORIZED: Stephen Kubler DEAN OR AUTHORIZED SIGNATURE DATE 5/3/12

APPROVED: _____ VICE PRESIDENT, ADMINISTRATION DATE _____

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. _____

Building FAIR Room No. _____

Instructions on Reverse



Sacramento Window Shade Mfg. Co.

5710 Auburn Blvd. #22

Sacramento, CA 95841-2945

QUALITY SERVICE SINCE 1921

PROPOSAL

Quote # 5504

Date: April 20, 2012

PROPOSAL SUBMITTED TO:

Folsom Lake College

STREET:

10 College Parkway

JOB NAME

Motorized Sunscreen Shade

JOB LOCATION

Cafeteria – Falcon’s Roost

CITY:

Folsom, CA 95630

PURCHASER:

Colleen Johnson

PHONE: 916-608-6585

FAX:

EMAIL: JohnsoC@flc.losrios.edu

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

PRODUCT-	Motorized Sunscreen Shades	
Manufacturer-	Skyco Shading system	
Model-	G24 I Solar Motor System / Wall Mount Headbox	
Pattern-	SW2500 1 % Openness	
Color-	Charcoal/Charcoal	
Hardware Color-	Clear Anodized	
Pricing-	Shades	\$ 5,906.25
	Sales Tax	457.73
	Installation	680.00
	TOTAL	\$ 7,043.98

****NOTE –** Installation does not require additional power source to be run by others. Installation does include attachment of shade to solar power source (included is product pricing) for operation.

Any Questions, Contact: Carol Morris or Keith Ochs

Page 1 of 1 Pages

We propose to hereby furnish materials and labor complete in accordance with the above specifications FOR THE SUM OF:

Seven Thousand Forty-three and 98/100 Dollars (\$7,043.98)

Payment to be made as follows: CONTRACT TERMS

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard industry practices. Any alteration of or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delay beyond our control.

NOTE: This proposal may be withdrawn by us if not accepted within 20 Days.

ACCEPTED: 

**LOS RIOS COMMUNITY COLLEGE DISTRICT
Sole Source Purchase Justification**

Vendor: Sacramento Window Shade Mfg. Co. Requisition No: 758256

Commodity/Service: Solar Powered Window Shade System

Estimated annual expenditure for the above commodity or service: \$: _____

Pursuant to Purchasing Policy, Sole Source purchase requests & approvals must be performed in advance and shall be supported by written documentation. This form and appropriate supporting documentation fulfills that requirement.

Initial all entries below that apply to the proposed purchase. Attach support documentation justification memo as described below (More than one entry will apply to most sole source products/services for purchase requested).

1. _____ SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. X SOLE SOURCE REQUEST IS FOR ONLY GREATER SACRAMENTO AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturers — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. _____ THE PARTS/EQUIPMENT IS NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. X THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. _____ THE PARTS/EQUIPMENT IS REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. _____ CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)PURCHASE CONTRACT NO: _____
7. _____ "PIGGY-BACK"/UMBRELLA PURCHASE ON ANOTHER GOVERNMENT ENTITY'S CONTRACTS
8. _____ NONE OF THE ABOVE APPLIES. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests commodities and services to be procured from the vendor identified as the sole source supplier of the service or material described in this sole source justification and is authorized as a sole source for the service or material.

Kathleen Kuklin 3/3/12
 AUTHORIZED SIGNATURE DATE

**SOLE SOURCE AUTHORIZATION:
(PURCHASING USE ONLY)**

APPROVED DISAPPROVED

By: _____ Date: _____ Guidelines Div. #: _____

Justification for purchase of solar powered window shade system – Sacramento Window Shade Mfg. Co.

This solar powered window shade system is required for the south windows in the Falcon's Roost for the following reasons:

- **Completely wireless installation and operation saving on electrical costs**
- **Independent, self-powered shade systems will continue to operate in the event of a power failure, allowing natural light to be used in the interim. In the event of a fire, the shades would be triggered to open to protect the fabric and clear the windows for safety purposes, regardless of the state of mains power.**
- **Energy savings with solar powered motors**
- **achieves FLC's commitment to sustainability**



Skyco Shading Systems, Inc.

Memo

To: Carol Morris - Sacramento Window Shade
Date: May 3, 2012
Re: **Photo Voltaic Motor Shade Distribution**

Skyco Shading Systems has introduced a new technology Photo Voltaic Motor Shading System. Skyco is presently the exclusive supplier of G24i PV to operate a solar operated motor.

Skyco has determined that this products requires special training in the testing procedures and installation for the systems.

This letter is to confirm that Skyco Shading Systems has approved Sacramento Window Shades as the sole distributor for the Sacramento region of the Photo Voltaic Motor Shade Systems as manufactured by Skyco Shading Systems, Inc. .

Sacramento Window Shade has met the training requirements for this specialty product confirming their understanding and knowledge of pre-project evaluation and testing for application suitability of the product.

Sacramento Window Shade is trained on installation of photo voltaic systems including PV connection wiring and accurate charging readings.

Best Regards,

A handwritten signature in cursive script, appearing to read "Sandra Young", is written over a printed name and title.

Sandra Young
President
Skyco Shading Systems, Inc.

3411 West Fordham Avenue Santa Ana, CA 92704
Phone: 800 / 777 - 5926 714 / 708 - 3038 Fax: 714 / 708 - 3053

LOS RIOS C C DISTRICT
12301431801001
S/N: N/A
(INDICATE CHANGES BELOW)
IS LCC CODE
ATTACH TO GOLD DOCUMENT
PHONE 568-3010

GRINWOOD
SIBADOK