

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO

0003015119

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

| | | |
|--|--|---------------------------------------|
| Date 08/05/2013 | Revision | Page 1 |
| Payment Terms NET 30 | Freight Terms Shipping Point | Ship Via Best Metho |
| Reference: 769091 LIGHTJ POONV | | Location / Dept 04VAPA VAPA |

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

Tax Exempt? N

| Line-Sch | Item/Description | Quantity | UOM | PO Price | Extended Amt | Due Date |
|----------|---|----------|-----|----------|--------------|------------|
| 1- 1 | SHADES - SUNSCREEN /FASCIA, DRAPER, INC, FLEXSHADE MANUAL CLUTCH & CHAIN SW2500 1% OPENNESS / COLOR / CHARCOAL SIX OPENINGS | 1.00 | LOT | 2,358.77 | 2,358.77 | 08/19/2013 |
| 2- 1 | INSTALLATION | 1.00 | LOT | 340.00 | 340.00 | 08/19/2013 |

QUOTE # 5875 DATED 6/27/13

EMAIL PO TO CAROLM@SACSHADE.COM

| | |
|------------------|----------|
| Sub Total Amount | 2,698.77 |
| Sales Tax Amount | 182.80 |
| Total PO Amount | 2,881.57 |

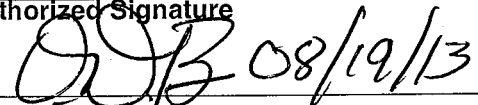
| BU | Acct | Fd | Org | Prog | Sub | Proj | Amount | BYear |
|-------|------|----|------------|-------|-------|------|----------|-------|
| COPFD | 6490 | 41 | FL.VA.PROJ | 71000 | 00199 | 041A | 2,881.57 | 2014 |

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.

LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

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. 769091 |
| P.O. NO. |

| |
|-------------|
| Vendor Code |
| Approved |
| Terms |
| F.O.B. |

DATE 7/1/13
 VENDOR Sacramento Window Shade Mfg.
 ADDRESS 5710 Auburn Blvd #22 Co. Inc.
 CITY Sacramento STATE CA ZIP 95841
 PHONE 916-334-5725 FAX 888-640-0752

| | |
|-----------------------|---------------------------|
| DELIVERY INSTRUCTIONS | |
| <u>04 VAPA</u> | Location Code |
| <u>FLC</u> | College/District Location |
| | Department |
| 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 | Window Coverings - Sunscreen Shades/Fascia | 1 | lot | \$ | 2358.77 |
| 2 | manufacturer - Draper, Inc. | | | | |
| 3 | model - Flexshade Manual Clutch | | | | |
| 4 | 3/4 Chain | | | | |
| 5 | shadeband - SW2500 1% Openness | | | | |
| 6 | color - Charcoal, 6 (six) shades | | | | |
| 7 | (per attached quote) | | | | |
| 8 | Quote # 5875 | | | | |
| 9 | installation fee | | | | \$ 340.00 |
| 10 | | | | | |
| 11 | "MATCH EXISTING" | | | | |
| 12 | PAC 2260, 2261, 2262, 2280 | | | | |
| 13 | 2200, 2190 | | | | |
| | | | | Subtotal | \$ 2698.77 |
| Purchases Charged to Categorical Programs, Grants or Special Projects | | | | Sales Tax | \$ 182.80 |
| This purchase is in compliance with the requirements of _____ | | | | | |
| Program Name _____ | | | | | |
| For grants/special projects | | | | | |
| Program Director/Coordinator Signature _____ | | | | | |
| Project/Grant Number _____ | | | | | |
| | | | | Total | \$ 2,881.57 |
| 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.

REQUESTED BY: Julia Light TYPED/PRINT DATE 7/1/13
 REQUESTED BY: Julia Light SIGNATURE DATE 7/1/13
 AUTHORIZED: [Signature] DEAN OR AUTHORIZED SIGNATURE DATE 7/1/13
 APPROVED: [Signature] VICE PRESIDENT, ADMINISTRATION DATE 7/9/13

COPPEP / 6490 / 41 / FL.VA. PROJ

| | | | | |
|-----------|-----------|------|-----------|-------------|
| Bus. Unit | Account* | Fund | Org | Amount |
| 71000 | 100199 | 2014 | 041A | \$ 2,881.57 |
| 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 04FLC Dept. VAPA
 Building # 7 Room No. See Above

Instructions on Reverse



Sacramento Window Shade Mfg. Co.
5710 Auburn Blvd. #22 Sacramento, CA 95841-2945
QUALITY SERVICE SINCE 1921
PROPOSAL

Quote # 5875

Date: June 27, 2013

PROPOSAL SUBMITTED TO:

Folsom Lake College

STREET:

10 College Parkway

CITY:

Folsom, CA 95630

PURCHASER:

Colleen Johnson

PHONE: 916-608-6585

FAX:

JOB NAME

Sunscreen Shades / Fascia

JOB LOCATION

Harris Center

EMAIL: JohnsoC@flc.losrios.edu

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

| | |
|---------------|---------------------------------------|
| Product- | Sunscreen Shades / Fascia |
| Manufacturer- | Draper, Inc. |
| Model- | Flexshade Manual Clutch & Chain |
| Shadeband- | SW2500 1% Openness / Color / Charcoal |
| Quantity- | Six Openings |
| Pricing- | Shades \$ 2,358.77 |
| | Sales Tax 182.80 |
| | Installation 340.00 |
| | Total \$ 2,881.57 |

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:

TwoThousand Eight Hundred Eighty-One and 57/100 Dollars (\$ 2,881.57)

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: _____

Phone 916-334-5725

Fax 888-640-0752

carolm@sacshade.com

LOS RIOS COMMUNITY COLLEGE DISTRICT
Sole Source Purchase Justification

Vendor: Sacramento Window Shade Mfg. Co.

Requisition No: 769091

Commodity/Service: Window Coverings – sunscreen shades/facia or staff offices in Harris Center

Estimated annual expenditure for the above commodity or service: \$: \$2,881.57

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. _____ 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). **Sacramento Window Shade is the only local vendor that can provide the exact materials we require in a timely manner. Previous vendor's (located outside greater Sacramento area) quality of service and timeliness in completing projects was not acceptable.**
5. X THE PARTS/EQUIPMENT IS REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request).

These window coverings match existing sunscreen shades/fascia in the Harris Center. The average unit price of the six (6) window coverings is \$393.13 plus installation of \$56.67: Total average cost per covering = \$449.80 before sales tax.

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.

Stephanie Kerplein 8/15/13
AUTHORIZED SIGNATURE DATE

SOLE SOURCE AUTHORIZATION: (PURCHASING USE ONLY)

APPROVED DISAPPROVED

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

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions

Item 2.g. 2) is replaced with the following:

- 2.g. 2) A watercraft you do not own that is:
 - a) less than 50 feet long; and
 - b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance**.

SECTION I - COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that:

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Item b. and d. are replaced with:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II-WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
 - a) you have the responsibility of placing insurance for such entity; and
 - b) coverage for the entity is not otherwise more specifically provided; and
 - c) the entity is incorporated or organized under the laws of the United States of America.

However; coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III - LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000. or
- b. The amount shown in the Declarations.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a. is replaced with:

2. Duties In The Event of Occurrence, Offense, Claim or Suit

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
 - 1) How, when and where the "occurrence" or offense took place;
 - 2) The names and addresses of any injured persons and witnesses; and
 - 3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4. b. 1) b) is replaced with:

b. Excess Insurance

- 1) b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. Representations

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V- DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. *Is changed to:*

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:
 - a. Your ongoing operations performed for that person or organization; or
 - b. Premises or facilities owned or used by you.

With respect to provision **1.a.** above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision **1.b.** above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision **A.** does not apply:

- a.** Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b.** To "bodily injury" or "property damage" occurring after:
 - (1)** All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- c.** To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
 - (1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2)** Supervisory, inspection, architectural or engineering activities;
- d.** To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
- e.** To any person or organization included as an insured under provision **B.** of this endorsement;
- f.** To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph **2.** under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1.** The insurance afforded the vendor does not apply to:
 - a.** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b.** Any express warranty unauthorized by you;
 - c.** Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Sacramento Window Shade Mfg Co Inc

5710 Auburn Blvd
 Suite #22
 Sacramento, CA 95841-2945

Invoice

| | |
|----------|-----------|
| Date | Invoice # |
| 9/5/2013 | 21114 |

| |
|---|
| Bill To |
| Los Rios Community College District 1919 Spanos Court Sacramento, CA 95825-3981 USA |

| |
|---|
| Ship To |
| Folsom Lake College 10 College Parkway Folsom, CA. 95630 S/M Harris Center |

| | | |
|-----------|--------|---------------|
| P.O. No. | Terms | Project |
| # 3015119 | Net 30 | Harris Center |

| Description | Qty | Rate | Amount |
|--|-----|----------|-----------|
| S/M Folsom Lake College - Theater - Harris Center | | | |
| Draper Sunscreen Flexshades with Fascia SW2500 1% Color/Charcoal Fascia/Clear Anodized Quantity 6 Openings. Installation | | 2,358.77 | 2,358.77T |
| | | 340.00 | 340.00 |
| <i>KVR</i> <i>0063025042</i> <i>CHA</i> <i>10-31-13</i> | | | |

| | |
|-------------------------|-------------------|
| Sales Tax (8.0%) | \$188.70 |
| Total | \$2,887.47 |

| | |
|--------------|--------------|
| Phone # | Fax # |
| 916-334-5725 | 888-640-0752 |