LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065 FAX: (916) 568-3145

PURCHASE ORDER NO

0003015581

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AND CONDITIONS. 04 Pa NE Re 30 Vendor: 0000026674 SACRAMENTO WINDOW SHADE MFG CO INC Sh 5710 AUBURN BLVD #22 SACRAMENTO CA 95841 Phone: (916) 334-5725 Fax: (888) 640-0752 email: carolm@sacshade.com Tax Exempt? N Line-Sch Item/Description Que 1-1 FLEXSHADE MANUAL XD & STATIONARY SHADES & DOOR SHADES SW2500 1% OPENNESS COLOR: OYSTER FASCIA: CLEAR ANODIZED QUANTITY: OPERATIONAL SHADES SIX (6) SIDE CHANNEL ON SHADES SIX (6) DOOR SHADES FIVE (5)	T 30	Freight Term Shipping Point HNSONC POONV FOLSOM LAKE CC RECEIVING 10 COLLEGE PARI FOLSOM CA 95630 United States 1919 Spanos Court Sacramento CA 9563 United States () () M PO Price 4,403.16	1 BS Ship Via <u>Best Metho</u> Location / Dept 01ADMN ADMIN DLLEGE KWAY)
Vendor: 0000026674 SACRAMENTO WINDOW SHADE MFG CO INC Sh 5710 AUBURN BLVD #22 SACRAMENTO CA 95841 Phone: (916) 334-5725 Fax: (888) 640-0752 email: carolm@sacshade.com Tax Exempt? N Line-Sch Item/Description Que 900 300 300 500 70 1- 1 FLEXSHADE MANUAL XD & STATIONARY 1 SHADES & DOOR SHADES SW2500 1% OPENNESS COLOR: OYSTER FASCIA: CLEAR ANODIZED QUANTITY: OPERATIONAL SHADES SIX (6) SIDE CHANNEL ON SHADES BY MAIN DOOR STATIONARY SHADES SIX (6) SIDE CHANNEL ON SHADES SIX (6) DOOR SHADES FIVE (5) 2- 1 INSTALLATION 1 QUOTE #6096 REVISED JOB LOCATION: ADMINISTRATION - FLC	<u>r 30</u> ference: 04607 JOI ip To: II To: mitity UOI .00 LOT	Shipping Point HNSONC POONV FOLSOM LAKE CC RECEIVING 10 COLLEGE PARI FOLSOM CA 95630 United States 1919 Spanos Court Sacramento CA 956 United States (United States (United States) (United St	Dest Metho Location / Dept 01ADMN ADMIN OLLEGE KWAY) 325-3981 (<u>xtended Amt Due Date</u> 4,403.16 04/22/20
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URGENT REQUIREMENT			
SSJ ON FILE			· ,
		Sub Total Amount Sales Tax Amount Total PO Amount	5,210.66 352.25 5,562.91
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BUAcctFdOrgProgSubProjAmountCOPFD620041FL.VA.PROJ6770000201051E5,562.91		<u>BYear</u> 2014 ,	
0003004607KIRKLINK20-MAR-2014			~
Number Overshipments will not be accepted unless authorized by Buyer prior to shipment.		ized Signature	4/14/20
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LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College <u>PURCHASE ORDER TERMS AND CONDITIONS</u>

- 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.
- TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
 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.
- NOTICE: Your employees <u>may</u> 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 <u>may</u> 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.

Requisition

Vendor:	SACRAMENTO WINDOW SHADE MFG CO INC	Busi	ness Un	t: COPFD	OPEN
	5710 AUBURN BLVD #22 SACRAMENTO CA 95841 United States	Req I	D: 004607	Date 02/19/2	Page 014 1
Ship To:	RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630	Coll	een R Jc ester Signa		Bidg# admin
		Appr	oved:		
Line-Schd 1-1	Description FLEXSHADE MANUAL XD & STATIONARY SHADES & DOOR SHADES SW2500 1% OPENNESS COLOR: OYSTER FASCIA: CLEAR ANODIZED QUANTITY: OPERATIONAL SHADES SIX (6) SIDE CHANNEL ON SHADES BY MAIN DOOR STATIONARY SHADES SIX (6) DOOR SHADES FIVE (5)	Quantity 1	JOB	Price 4,403.16	Extended Amt Due Date 4,403.1603/07/2014
2-1	INSTALLATION	1	JOB	807.50	807.50 03/07/2014
	· · · ·	Total Requ	uisition Am	ount:	5,210.66
<u>BU Ac</u>		<u>Amount</u> , 210 . 66			
F					
	Purchases Charged to Catagorical Programs, Gran			-	
	hase is in compliance with the requirement of				
For grant	s/special projects	*			
Name:					

Approval Signature	Approval Signature	Approval Signature



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

Quote # 6096 REVISED

Date: February 17, 2014

PROPOSAL SUBMITTED TO: Folsom Lake College STREET: 10 College Parkway CITY: Folsom, CA 95630 PURCHASER: PHONE: 916-608-6585 Colleen Johnson FAX:

JOB NAME Roller Shades JOB LOCATION Administration - FLC

EMAIL: JohnsoC@flc.losrios.edu

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

Product-	Roller Shades & Door Shades
Manufacturer-	Draper, Inc.
Model-	Flexshade Manual XD & Stationary Shades & Door Shades
Shadeband-	SW2500 1% Openness. Color / Charcoal-Chestnut
Fascia-	Clear Anodized
Quantity-	Operational Shades Six (6).
	Side Channel on Shades by Main Door.
	Stationary Shades Six (6).
	Door Shades (5)

Pricing-Shades Sales Tax (8%) Installation

Quote

Page 1 of 1 Pages

Any Questions, Contact: Carol Morris or Keith Ochs We propose to hereby furnish materials and labor complete in accordance with the above specifications FOR THE SUM OF:

\$

Five Thousand Five Hundred Sixty-two and 91/100 Dollars (\$ 5,562.91) 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.

\$ 4,403.16

352.25

807.50

5.562.91

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 CCL #960343

LOS RIOS COMMUNITY COLLEGE DISTRICT Sole/Single Source Purchase Justification

Requisition No: 0003004607 Vendor: Sacramento Window Commodity/Service: (WURDW Shardes Estimated annual expenditure for the above commodity or service: $\stackrel{\circ}{s}$:

Pursuant to Purchasing Policy, Sole/Single 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.

<u>Initial all entries below that apply to the proposed purchase.</u> Attach supporting documentation and justification memo as described below (More than one entry will apply to most sole/single 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. _____ 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.) SEE ATTACHED
- 5. ____ THE PARTS/EQUIPMENT IS REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.) SEC MATACHED
- 5. _____ 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/single source supplier of the service or material described in this sole/single source justification and is authorized as a sole/single source for the service or material.

AUTHORIZED SIGNATURE – Dean/Department

DATE

HORIZED SIGNATURE VPA/BSO

DATE

Guidelines Div. #:____

124/14

SOLE/SINGLE SOURCE AUTHORIZATION: (PURCHASING USE ONLY)

Date:

 \Box APPROVED

□ DISAPPROVED

By:

.

Loft 10/2

Sole/Single Source Purchase Justification

SACRAMENTO WINDOW SHADE MFG CO INC REQUISITION NO. 0003004607

ITEM NOS. 4 & 5

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.

These window coverings match existing sunscreen shades/fascia in Folsom Lake College rooms.

AUTHORIZED SIGNATURE

26/14 date

20/2

LOS RIOS COMMUNITY COLLEGE DISTRICT

1919 Spanos Court, Sacramento, CA 95825 Phone (916) 568-3071 FAX (916) 568-3145 Purchasing Department

lrccdpurchase@losrios.edu



Sacramento City College American River College

Cosumnes River College

Folsom Lake College

CONFLICT OF INTEREST STATEMENT

This is to certify that the undersigned employee(s) has/have no economic interests which may foreseeably be materially affected by having participated in the development of the specifications for service, equipment and/or material represented by the referenced requisition.

(Pursuant to District Regulation R-8323 and District Policy P-8611 This form must be signed and submitted with the Purchase Requisition (GS Form 127) for those transactions listed below.)

Sole Source

Employee/

- Professional Service Agreements
- Service Agreements (GS Form 78: Rev. 2/2012)
- Selection Committee Recommendations (formal process)

READ CAREFULLY BEFORE SIGNING:

- Selection Committee Member/Date

Requisition Number

Selection Committee Member/Date

OFFICIAL USE ONLY:							
PURCHASE ORDER#							
BUYER/DATE:							