LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001097985

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000040344 CROWN AWARDS 9 SKYLINE DR HAWTHORNE NY 10532

Phone: Fax:

(800) 542-6044 (914) 347-7008

email:

	· · · · · · · · · · · · · · · · · · ·
Revision	Page
8	1
rms Freight Terms	Ship Via
Shipping Point	Best Metho
	Location / Dept
OFFJ SHEWMAKERN	04ADMN
	8 rms Freight Terms

Ship To:

FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630-6798

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	NSA-PLLL1512 15 X 12 CERTIF PLQ W/GD BCK PLT	1.00 EA	69.50	69.50	04/06/2018
	ALL AMERICAN 1ST TEAM ANDREA MARTINEZ				
2- 1	NSA-PLLL1512 15 X 12 CERTIF PLQ W/GD	1.00EA	69.50	69.50	04/06/2018
	BCK PLT ALL AMERICAN 2ND TEAM MEGAN TRENT				
3- 1	NSA-PLLL1512 15 X 12 CERTIF PLQ W/GD BCK PLT	1.00EA	69.50	69.50	04/06/2018
	SCHOLAR ALL AMERICAN 1ST TEAM BRITNEY JOHNSON				
4- 1	NSA-PLLL1512 15 X 12 CERTIF PLQ W/GD BCK PLT	1.00EA	69.50	69.50	04/06/2018
	SCHOLAR ALL AMERICA 2DN TEAM BREANNA BRUMET				
5- 1	FRTCUST SHIPPING AND HANDLING-CUS TROPH	1.00EA	9.99	9.99	04/06/2018

QUOTE# 07858179 03/21/18

WSO

WOMENS SOCCER ATTEN: DONNY RIBAUDO

Sub Total Amount Sales Tax Amount Total PO Amount 287.99 21.56 309.55

<u>BU</u>

Acct Fd

Org

Prog

Sub Proj

Amount

<u>BYear</u>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

PURCHASE ORDER NO 0001097985 LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000040344 **CROWN AWARDS** 9 SKYLINE DR **HAWTHORNE NY 10532**

Phone: Fax:

(800) 542-6044 (914) 347-7008

email:

Page Revision Date 04/18/2018 Ship Via **Freight Terms Payment Terms** Best Metho NET 30 pping Point Location / Dept Reference: 1011384 CROFFJ SHEWMAKERN 04ADMN

Ship To:

FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630-6798

United States

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

United States

Tax Exempt? N

Quantity UOM PO Price **Extended Amt Due Date** Item/Description Line-Sch 309.55 2018 FL.VI.KINE 08700 00000 GENFD 4300 12

0001011384KIRKLINK03-APR-2018

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

Addition to Terms and Conditions/Revised 01/26/18 23. CERTIFICATION: CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.

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

Authorized Signature on Total PO Amount Page

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.
- ROB 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 <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

Supplier:	MISCELLANEOUS ***** ***** CA 95825 United States email:	0000003680	Required Required Required Required Requirements Required Requirements Required Requirements Required Requirements Required Requirements Required Requirements Re	011384 isition Name N AWARDS ester	GENFD Date 03/26/201	OPEN Page 8 1
Ship To:	RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630-6798		Requ Buye Appr	me Croff ester Signature er: Nicholas oved: cred By: M.J	S Shewmaker	R-2018
Line-Schd	Description	×	Quantit	y UOM	Price	Extended Amt Due Date
1-1	NSA-PLLL1512 15 X 12 CEF BCK PLT ALL AMERICAN 1ST TEAM		1	EA	69.50	69.50 04/06/2018
2-1	NSA-PLLL1512 15 X 12 CEF BCK PLT ALL AMERICAN 2ND TEAM		1	EA	69.50	69.50 04/06/2018
3-1	NSA-PLLL1512 15 X 12 CEF BCK PLT SCHOLAR ALL AMERICAN JOHNSON		1	EA	69.50	69.50 04/06/2018
4-1	NSA-PLLL1512 15 X 12 CEF BCK PLT SCHOLAR ALL AMERICA 2D BRUMET		1	EA	69.50	69.50 04/06/2018
5-1	FRTCUST SHIPPING AND H	IANDLING-CUS	1	EA	9.99	9.99 04/06/2018
6-1	TAX		1	EA	22.31	22.31 04/06/2018
			Total Requ	uisition Amount:	12-	310.30
WSO WOMENS S	OCCER ATTEN: DONNY RIBAUDO					
	OR: CROWN AWARDS NE DRIVE, HAWTHORNE, NY 10532 -542-6044					THE BUSINESS
<u>BU</u> <u>A</u> GENFD 4	<u>acct Fd Org Prog St</u> 300 12 FL.VI.KINE 08700 00		amount 310.30			SS SERVICES 2 P 2: 58
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Approve	Signature 3 26 18 A	pproval Signature		Appro	val Signati	ure

CA

Custom Sales Order/Invoice



ORDER NUMBER: 07858179

CROWN AWARDS
NINE SKYLINE DRIVE, HAWTHORNE, N.Y. 10532 800-542-6044

03/21/18 02:07:29 PM Page#

001 PO #

Customer ID # 61943759

Date 03/21/18

Bill To

000

Ship To

DONNY RIBAUDO 10 COLLEGE PKWY FOLSOM, CA 95630-6798 DONNY RIBAUDO 10 COLLEGE PKWY FOLSOM, CA 95630-6798

916-531-0450

RibaudD@flc.losrios.edu

916-531-0450

RibaudD@flc.losrios.edu

*** REVISED ** REVISED ** REVISED ** REVISED ***

Sales Rep.	Dept. Key Code	Process Hold Group Corp. Code Code Leader Leader	Req Ship Event Date Date	Producti Date	on Ship Via
DM1	НОМЕ	TO WPO	03/29/	18	UGD 6
Quantity	Item #	Description	Location	Unit Price	Extended Price
1 1	NSA-PLLL1512 PQTAA	15X12 CERTIF PLQ W/GD BCK PLT USC ALL-AMERICA PLQ MYL	24 09 E06	69.50	69.50
1 1	NSA-PLLL1512 PQTAA	15X12 CERTIF PLQ W/GD BCK PLT USC ALL-AMERICA PLQ MYL	24 09 E06	69.50	69.50
1	NSA-PLLL1512 PQTSAA	15X12 CERTIF PLQ W/GD BCK PLT NSCAA SCHOLAR ALL-AMERICA	24 09 E06	69.50	69.50
1 1	NSA-PLLL1512 PQTSAA	15X12 CERTIF PLQ W/GD BCK PLT NSCAA SCHOLAR ALL-AMERICA	24 09 E06	69.50	69.50
1	FRTCUST	SHIPPING & HANDLING-CUS TROPH		9.99	9.99
			Non Tax Subtotal		.00
Card #	XXXXXXXXXX		Taxable Subtotal		278.00
Exp. Date			Tax		.00
Authorization	i i		Shipping & Handling		9.99
Tax ID #			Total Order Deposit Check No.		287.99
NOTES:		Total Items - 4		Balance:	287.99

INSPECTED	BY:
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UNITED SOCCER COACHES ASSOCIATION CERTIFICATE PLAQUE ORDER FORM

All-America Scholar All-America Te	2" x 15" eam Academic Award rice \$69.50
CHOOSE SHIPPING: Shipping/Handling (1-2 Plaques)\$9.99 Shipping/Handling (3-4 Plaques)\$19.85 Local Sales Tax (Applicable if in New York) \$ Total: \$	SCHOLAR ALL-AMERICA
CERTIFICATE WORDING INFORMATION: Recipient's First Name:	in contract the contract to th
Ship To Address: Name: Don'NY Ribaudo Street: 10 College Par Kway City: Folsom CA 95630 Phone: 916.531.0450. Email: Ribaudd & Flc. los rios.edu	Bill To Address - Same As Shipping: Name: Street: City: State: Zip: Billing Information: Credit Card #: CVV Code:
We the second of	DER FORM TO DEMI MARANO ownawards.com

All American 1st Team

Recipients First Name: Andrea

Recipients Last Name: Martinez

Name of Institution: Folsom Lake College

Year of Accomplishment: 2017

All American 2nd Team

Recipients First Name: Megan

Recipients Last Name: Trent

Name of Institution: Folsom Lake College

Year of Accomplishment: 2017

Scholar All American 1st Team

Recipients First Name: Britney

Recipients Last Name: Johnson

Name of Institution: Folsom Lake College

Year of Accomplishment: 2017

Scholar All American 2nd Team

Recipients First Name: Breanna

Recipients Last Name: Brumet

Name of Institution: Folsom Lake College

Year of Accomplishment: 2017

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



LOS RIOS

COMMUNITY COLLEGE DISTRICT

1919 Spanos Court Sacramento, CA 95825
PURCHASING DEPARTMENT (916) 568-3071
Fax (916) 568-3145 Foredpurchase@losgies.edu

VENDOR APPLICATION

Return signed completed form to Purchasing via fax or email.

1.2(5.20)	568-3145 ■ Irccdpurchas		_			
NAME OF FIRM			FEDERAL ID# OR SOCIAL SECURITY #			
CROWN AWARDS			13-3490101			
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800-227- PHONE	FAX	914-347-70		DMARANO@CROW	VNAWARDS.COM	
WEBSITE Crown	awards.com			ORGANIZATION CLAS		
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Owards, frophics, N banners ect. VENDOR CE	RTIFICATION contained herein are correction will be used as a basing the properties of the qualified vendor bid list present of my firm by Los Rio oviding bonds and insurance disclose any known or potential or my business and Los Rior fulfilling and invoicing ord	Paymer N 30 ses. N 30 Refund, os. ers.	OTHE	R BUSINESS INFORMATION Discounts Exte		

Form W-9
(Rev. December 2011)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

macini	Name (as shown on your income toy solves)					
	Name (as shown on your income tax return)					
	Crown Awards	1710-22-2411000000000000000000000000000000				
2						
ade			-			
0	Check appropriate box for federal tax classification:					
SIS	Individual/sole proprietor C Corporation ✓ S Corporation Partnership Tru	Individual/sole proprietor C Corporation ✓ S Corporation Partnership Trust/estate				
yp			Exempt payee			
Print or type See Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnershi	0) []	Exempt payee			
int						
4 5	Other (see instructions) []					
Cit	Address (number, street, and apt. or suite no.)	equester's name and address (o	optional)			
Spe	9 Skyline Drive					
9	City, state, and ZIP code					
S	11000 1110 1110 1111 10000					
	List account number(s) here (optional)					
Pa	Taxpayer Identification Number (TIN)					
Enter	your TIN in the appropriate box. The TIN provided must match the name given on the "Name" lir	e Social security number	•			
	oid backup withholding. For individuals, this is your social security number (SSN). However, for a					
	ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>		-			
	on page 3.					
	. If the account is in more than one name, see the chart on page 4 for guidelines on whose	Employer identification	number			
	per to enter.					
		113 - 34 9	0101			
Par	Certification					
1	r penalties of perjury, I certify that:					
	ne number shown on this form is my correct taxpayer identification number (or I am waiting for a r	umber to be issued to me).	and			
	m not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I I					
	ervice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or c					
	longer subject to backup withholding, and	interior, or (o) the interior	mouniou mo mat rum			
3 10	m a U.S. citizen or other U.S. person (defined below).					
	fication instructions. You must cross out item 2 above if you have been notified by the IRS that	rou are aurrently aubient to	والمامامالانين ويتامم			
	use you have failed to report all interest and dividends on your tax return. For real estate transacti					
intere	st paid, acquisition or abandonment of secured property, cancellation of debt, contributions to a	n individual retirement arrang	gement (IRA), and			
gener	ally, payments other than interest and dividends, you are not required to sign the certification, bu					
-	ctions on page 4.					
Sign	Signature of Buta Mallo Date	21-111				
Here	Date U.S. person 1 / Way X / ALCO	3/26/16				

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.