

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: MEMBERS OF THE GOVERNING BOARD

**SUBJECT: CONSENT CALENDAR
HUMAN RESOURCES**

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2018-2019

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Handel Malone	Purchasing Technician/Buyer	09/20/18
Andre Williams	Welding Lab Technician	09/11/18

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Angelina Applegate	Adjunct Instructor – Counselor, Targeted Academic Persistence (not to exceed 67%)	09/19/18
Kathy Kearns	Adjunct Instructor – Art (not to exceed 67%)	09/20/18

Out of Class

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Claire Gover	Administrative Assistant IV	09/01/18 – 06/30/19	\$218.40/month \$2,184.00 Total

Mary Jones
Human Resources

September 7, 2018

Date Submitted

Celia Esposito-Noy, Ed.D.
Superintendent-President

September 19, 2018

Date Approved

Reclassification – District Initiated

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
James “Rich” Augustus	Reclassified from Telecommunication Network Technician to Network Engineer	07/01/18
Justin Howell	Reclassified from Telecommunication Network Technician to Network Engineer	07/01/18

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Dustin Aubert	Assistant Coach-Men’s Basketball	General Fund	08/03/18 – 05/31/19 (Revised)	\$16.66 hr.
Jimmie Collier	Custodian	General Fund	09/20/18 – 06/30/19	\$13.62 hr.
Danica Hernandez	ELC Program Assistant	CCTR	09/04/18 – 06/30/19	\$16.56 hr.
Deidre Robinson	Special Project	General Fund	09/20/18 – 10/31/18	\$25.00 hr.
Bailey Schentrup	Assistant Athletic Trainer	General Fund	08/01/18 – 06/30/19 (Revised)	\$18.50 hr.

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Anne Niffenegger	Full-Time Professor-Nursing Skills Lab	12/14/18

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Assignment</u>
Maritza Olmedo	School of Health Sciences	EMT Lab

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION
REQUESTED ACTION: APPROVAL

PERSONAL SERVICES AGREEMENTS

Human Resources
Sal Abbate, Manager

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Rita Cameron Wedding	Provide implicit bias training to Administrative Leadership Group. Two sessions for October 2018.	October 1, 2018 – October 31, 2018	Not to exceed \$5,400.00
Rita Cameron Wedding	Provide implicit bias training to Administrative Leadership Group. Two sessions for November 2018.	November 1, 2018 – November 31, 2018	Not to exceed \$5,400.00

Robert V. Diamond Vice President, Finance & Administration	Celia Esposito-Noy, Ed.D. Superintendent-President
<u>September 7, 2018</u> Date Submitted	<u>September 19, 2018</u> Date Approved

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

08/06/18	Vendor Payments	2511088155-2511088158	\$113,000.10
08/06/18	Vendor Payments	2511088159-2511088232	\$308,130.93
08/13/18	Vendor Payments	25110088233	\$1,357.30
08/13/18	Vendor Payments	2511088234-2511088300	\$319,864.65
08/15/18	Vendor Payments	2511088301-2511088307	\$80,347.59
08/20/18	Vendor Payments	2511088308-2511088309	\$9,420.00
08/20/18	Vendor Payments	2511088310-2511088383	\$386,377.55

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$2,923,624.77</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Finance and Administration

VICE PRESIDENT APPROVAL

September 7, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

September 19, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

08/21/18	Vendor Payments	2511088384-2511088721	\$97,801.00
08/27/18	Vendor Payments	2511088722-2511088791	\$212,200.96
08/27/18	Vendor Payments	2511088792	\$224,423.50
08/27/18	Vendor Payments	2511088793	\$812.81
08/27/18	Vendor Payments	2511088794-2511088797	\$1,016,429.12
08/28/18	Vendor Payments	2511088798-2511088852	<u>\$153,459.26</u>
TOTAL:			\$2,923,624.77

**SOLANO COMMUNITY COLLEGE DISTRICT
 GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: DONATIONS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

<u>NAME AND ADDRESS</u>	<u>ITEM AND ESTIMATED VALUE</u>	<u>RECEIVING DEPARTMENT</u>
James Slevin 505 Silverado Circle Fairfield, CA 94534	2002 Ford F-150 Truck \$3,500	Auto Technology

Acceptance of this donation is recommended at this time.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Government Code:</i>	<i>Board Policy: 3350</i>	<i>Estimated Fiscal Impact: \$ In Kind Gifts</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
 Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Robert V. Diamond
 Finance & Administration

VICE PRESIDENT APPROVAL

September 7, 2018

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

September 19, 2018
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **PUBLIC HEARING AND ADOPTION OF THE 2018-2019
DISTRICT BUDGETS**

REQUESTED ACTION:

- Information** **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

At the Governing Board Study Session held on September 5, 2018, Robert V. Diamond, Vice President of Finance & Administration, presented the Board with the proposed District’s 2018-2019 budgets.

The 2018-2019 District Budgets are being presented for a public hearing and adoption at this time in accordance with the California Code of Regulations (CCR), Title 5, Section 58301. The District recommends adoption of the proposed budget and spending plan that were developed and shared with the campus community over the last several months during its budget development cycle.

Copies are available from the Office of the Vice President of Finance & Administration, and online at: http://www.solano.edu/finance_admin/district_budget.php.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code:</i> N/A	<i>Board Policy:</i> 3000,3005	<i>Estimated Fiscal Impact:</i> N/A
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
VICE PRESIDENT APPROVAL

September 7, 2018
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

September 19, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: APPROVAL OF AWARD TO BAUER COMPRESSORS, INC. FOR EMERGENCY MEDICAL & RESCUE EQUIPMENT FOR THE VACAVILLE CAMPUS' APPLIED TECHNOLOGY AND BUSINESS DEPARTMENT

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

District is preparing for the purchase and delivery of interoperability emergency medical and rescue equipment for the Vacaville Campus' Applied Technology and Business department. These specialized NFPA compliant MSA G1 Air Masks, which were federally mandated post 9/11 will support our curriculum for the Fire Technology program.

The Houston-Galveston Area Council of Governments (H-GAC) has formed a cooperative purchasing program to provide products and services by more than 7,000 governments, districts and agencies in 48 states across the nation.

CONTINUED ON THE NEXT PAGE:

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$181,762.22 Strong Workforce</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Victoria L. Lamica Director of Purchasing & Support Services		Celia Esposito-Noy, Ed.D. Superintendent-President
PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS (707) 864-7259		
TELEPHONE NUMBER Robert V. Diamond Vice President, Finance & Administration		September 19, 2018
VICE PRESIDENT APPROVAL September 07, 2018		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF AWARD TO BAUER COMPRESSORS,
INC. FOR EMERGENCY MEDICAL & RESCUE
EQUIPMENT FOR THE VACAVILLE CAMPUS' APPLIED
TECHNOLOGY AND BUSINESS DEPARTMENT**

SUMMARY:

CONTINUED ON THE PREVIOUS PAGE:

The H-GAC Buy contract planned for this use is the Emergency Medical & Rescue Equipment contract (EE08-17) with Bauer Compressors, Inc. of Livermore, CA.

The Board is asked to approve an award of a piggyback contract for emergency medical and rescue equipment to Bauer Compressors, Inc. of Livermore, California in the amount including taxes, not to exceed \$181,762.22.

BAUER SAN FRANCISCO
A DIVISION OF BAUER COMPRESSORS, INC.

267 EAST AIRWAY BOULEVARD
LIVERMORE, CALIFORNIA 94551

TELEPHONE: 925-449-7210
TELEFAX: 925-449-7201
E-MAIL: bauer_sf@bauercomp.com

December 11, 2017

Keith Butler
Buyer
City of Vacaville
650 Merchant Street
Vacaville, CA 95688

RE: 2013 NFPA Compliant SCBA AFG EMW-2016-FR-00171

On behalf of Bauer Compressors, Inc. and MSA, I want to thank you and the City of Vacaville for the opportunity to supply this bid for MSA Self Contained Breathing Apparatus products.

We have supplied the pricing for the SCBA equipment specified including SCBA Units, Cylinders and Facepieces.

Pricing includes two hundred and fifty five (255) G1 Air Masks including two (2) 45 Minute Cylinders and one (1) Facepiece. We have also supplied pricing for one hundred and forty one (141) additional Facepieces. The G1 Air Masks will include Telemetry, which will allow the department to incorporate MSA's Accountability System.

The 2018 NFPA Buddy Breather Upgrade will be supplied for each SCBA at no charge to the department.

Also, we will supply all cylinders with custom logo and provide FEMA identifying number on facepieces and harnesses at no charge to the department.

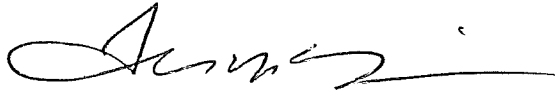
A MSA C.A.R.E. Technician Certification Class will be offered to up to sixteen (16) fire department personnel at no charge. There will be two (2) classes for up to eight (8) people in each class. Each class will be for one and one half days.

At the time of delivery, Bauer will fit test all fire department personnel and perform operational training.

If you have any questions or need additional information, please do not hesitate to call. I can be reached at our Livermore Office at (925) 449-7210.

Again, thank you for the opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim McGuire', with a long horizontal flourish extending to the right.

Tim McGuire
Branch Manager
Bauer Compressors, Inc.
San Francisco
(925) 449-7210 x 203
tim.mcguire@bauersf.com

VII. COST SHEET

Pricing -The Price Proposals shall be submitted in a separate sealed envelope.

TO: The City of Vacaville

650 Merchant Street
Vacaville CA 95688

FOR: 2013 NFPA complaint SCBA

The undersigned being familiar with the supplied proposal specifications hereby proposes and agrees to supply the specified items/services to the City of Vacaville at the price(s) set forth immediately below:

SCBA Unit Price, includes SCBA, mask, 2- 45 minute bottles, buddy breather, integrated accountability software	\$ <u>1,490,220.00</u>
Individual SCBA Mask Price	\$ <u>29,610.00</u>
Discount	\$ <u>INC.</u>
TOTAL PRICE	\$ <u>1,519,830.00</u> (SALES TAX NOT INCLUDED)

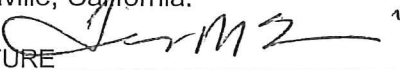
Cooperative Contract Name and Number: H-GAC EMERGENCY MEDICAL & RESCUE EQUIPMENT #EE08-17

Services to commence after receipt of Purchase Order by the City of Vacaville and/or the signing of a contract agreement.

Please return your proposal to: Keith Butler, Buyer, City of Vacaville, C/O Dixon Fire Station, 205 Ford Way, Dixon, CA 95620. The words "Proposal -2013 NFPA complaint SCBA **AFG EMW-2016-FR-00171**" shall be clearly printed on the outside of the envelope. Please return the proposal in its **entirety**. Proposals shall remain in effect for thirty (30) days from the date of proposal opening.

NOTE: Late or incomplete proposals will not be accepted.

It is understood that this is an informal proposal and that the City of Vacaville reserves the right to reject any and all proposals, to purchase goods and services offered other than the lowest in purchase price, and to waive any informalities or irregularities in any proposal which it may deem to be in the best interest of the City of Vacaville, California.

SIGNATURE  PRINT NAME TIM MCGUIRE

FIRM NAME BAUER COMPRESSORS TITLE BRANCH MANAGER

ADDRESS 267 E. AIRWAY BLVD. CITY/STATE/ZIP LIVERMORE, CA 94551

PHONE 925-449-7210 FAX 925-449-7201

City of Vacaville Business License Number 029699

Taxpayers Identification Number (TIN) 54-1019520

Any questions pertaining to this proposal packet should be directed to: Keith Butler, Buyer - Finance Division @ 707-449-5164.

I/We agree that the prices stated herein will be firm for thirty (30) calendar days from the Bid Submittal Deadline.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID.



267 East Airway Blvd
Livermore, CA 94551
Phone: 925-449-7210
Fax: 925-449-7201

To:
Keith Butler, Buyer
City of Vacaville
RE: 2013 NFPA Compliant SCBA
AFG EMW-2016-FR-00171

Date:12/11/2017

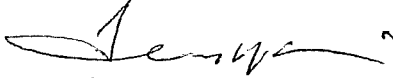
<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>AMOUNT</u>
1	255	MSA G1 Air Masks, NFPA 2013 P/N G1FS 442MA2C2LC Including: -System Pressure 4,500 psig -CGA Quick Connect Remote Connection -Harness Double Pull with Chest Strap -Metal Cylinder Band -Adjustable Swiveling Lumbar Pad - 2 nd Stage CBRN Regulator, Solid Cover PTC Left Shoulder -Continuous 2 nd Stage Regulator Hose -Extendaire II Buddy Breathing Hose and Pouch -Speaker Module Left Chest -PASS/Control Module with Telemetry (Accountability) Right Shoulder -Rechargeable Battery -Two (2) G1 45 Minute Cylinders with Q.C. Fitting P/N 10175708 -One (1) G1 Mask Size Medium P/N 10156459	\$5,844.00	\$1,490,220.00
2	141	Additional G1 Mask Size Medium P/N 10156459	\$210.00	\$29,610.00
3	255	2018 NFPA Buddy Breather Upgrade		No Charge
4	510	Cylinder Custom Logo		No Charge

5	255	FEMA Identifying Number on Harness	No Charge
6	396	FEMA Identifying Number on Facepiece	No Charge
7	16	MSA C.A.R.E. Technician Class	<u>No Charge</u>
		Sub Total	\$1,519,830.00
		Sales Tax 7.625%	\$115,887.04
		Shipping & Handling	<u>No Charge</u>
		Total	\$1,635,717.04

Note: At time of equipment delivery, Bauer will fit test all fire department personnel and perform operational training.


Thank you for the opportunity to submit this quotation. If you have any questions please give us a call.

Sincerely,



Tim McGuire
Branch Manager
Bauer Compressors, Inc.
San Francisco
925-449-7210 x 203
tim.mcguire@bauersf.com

SCBA Service Delivery Evaluation

PRODUCT	MSA G1 AIR MASK
NAME	TIM MCGUIRE, BAUER COMPRESSORS, INC.
TITLE	BRANCH MANAGER
DATE	DECEMBER 11, 2017
SIGNATURE	

SERVICE DELIVERY EVALUATION

Please respond to the following questions regarding service delivery should you be awarded as the vendor to provide SCBAs as a result of this process. Please respond with an "X" in the "Yes" or "No" column corresponding to each question and include comments immediately following each question as necessary.

Regional SCBA Process AFG 2016
Hosted by Vacaville Fire Department

SERVICE DELIVERY		YES	NO
1.) Do you include a product warranty with purchase?	X		
COPY OF INDUSTRY LEADING WARRANTY INCLUDED IN PRESENTATION BINDER. SEE WARRANTY SECTION.			
2.) Can you deliver the SCBA to each participating department?	X		
BAUER WILL DELIVER, PERFORM MASK FIT TEST AND PERFORM OPERATIONAL TRAINING FOR EACH FIRE DEPARTMENT.			
3.) Can you deliver repair technician level training to 16 members at no cost? If not at what cost and time commitment?	X		
MSA C.A.R.E. TECHNICIAN TRAINING CLASS WILL BE OFFERED TO EACH DEPARTMENT AT NO COST. TWO CLASSES OVER A FOUR DAY PERIOD.			
4.) Can you mark the cylinders with the (3) letter designator for each department at no cost? If not at what cost per bottle?	X		
NO COST.			
5.) Can you mark the SCBA, bottles, and masks with the grant identification number at no cost? If not at what cost per bottle, pack, mask?	X		
NO COST.			
6.) Can you deliver the SCBA to each department within 60 days of ordering?	X		
YES, EQUIPMENT CAN BE DELIVERED WITHIN 60 DAYS. IF THREE LETTER ARTWORK IS REQUIRED ON CYLINDERS, DELIVERY WILL BE APPROXIMATELY 90 DAYS.			
7.) Can you provide the part and/or upgrade Buddy Breathers to 2018 NFPA Standard at no cost? If not at what cost per pack?	X		
NO COST UPGRADE.			



COOPERATIVE PURCHASING PROGRAM
 Houston-Galveston Area Council of Governments
 3555 Timmons, Suite 120, Houston, TX 77027
 Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:	<input checked="" type="checkbox"/> BIDS	<input type="checkbox"/> PROPOSALS
INVITATION NO.: EE08-17	ISSUE DATE: March 7, 2017	
CATEGORY: Emergency Medical & Rescue Equipment		

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (**HGACBuy**) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 7,000 member local governments, districts, agencies in 48 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	January 10, 2017
PRE-BID/PROPOSAL CONFERENCE:	February 7, 2017 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	March 7, 2017
BID/PROPOSAL RESPONSES DUE:	April 6, 2017 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	April 6, 2017 @ 2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	June 20, 2017
CONTRACT START DATE & TERM:	August 01, 2017 through July 31, 2019
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Bill Burton	Phone: 832-681-2514 E-mail: wburton@h-gac.com

CONTENTS OF THIS INVITATION

- SECTION A** - General Terms & Conditions
- SECTION B** - Product/Service Specific Requirements & Specifications (Final)
- SECTION C** - **HGACBuy** FORMS (Final)
- SECTION D** - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at **HGACBuy** offices on receipt. **HGACBuy** is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.

H-GAC Cooperative Purchasing
Sealed Bid/Proposal No. EE08-17
DO NOT OPEN IN MAIL ROOM

Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because **HGACBuy** is being used not only in the State of Texas, but **NATIONWIDE**. This means that **HGACBuy** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an **HGACBuy** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **HGACBuy** staff member listed on the cover of this Invitation for additional information.



SECTION A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION No. EE08-17

DESCRIPTION: Emergency Medical & Rescue Equipment

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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

- e) **H-GAC** will invoice Contractor for the Order Processing Charge.
- f) Contractor delivers the ordered product (s) and invoices End User/Buyer.
- g) End User/Buyer pays Contractor for products(s) received and accepted.
- h) Contractor remits Order Processing Charge to **H-GAC**.

ORDER PROCESSING CHARGE

As described in Section A (Sub-section 22), for each purchase order processed under an awarded contract, **H-GAC** will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied.

It is Bidder's responsibility to take this into consideration when preparing **Form-D** and **Form-E** bid pricing, building this fee into Base Unit and options pricing accordingly (for example, a 20% discount-off-list price should ideally be listed on Bidder's bid as 18.5%).

PRODUCT CATEGORIES:

This Invitation is meant to include a comprehensive range of different types Emergency Medical & Rescue Equipment from various manufacturers. The Product Categories covered by this bid are defibrillators, chest compression systems and related rescue equipment:

Portable Defibrillators & Chest Compression Systems

- A. In-Home / Work & Onsite Public Access AED
- B. Biphasic Automated External Defibrillators
- C. Semi-Automatic Biphasic Defibrillators w/ECG Monitoring
- D. Manual Biphasic Defibrillators w/ECG Monitoring
- E. Semi-Automatic Manual Biphasic Defibrillators
- F. Chest Compression Systems
- G. Other Products Related To Defibrillators

Emergency Rescue Equipment

- A. Self-Contained Breathing Apparatus (SCBA)
- B. Spreaders
- C. Cutters
- D. Combination Spreader/Cutter Tools
- E. Rams
- F. Stabilization/Shoring Struts
- G. Air Lift Rescue Bags
- H. Hand-Held Thermal Imaging Equipment
- I. Fire Rescue Saws
- J. Electronic Personnel Accountability System (STAND-ALONE)
- K. Breathing Air Systems
- L. Bunker Gear

Note: Each Base Product covered by this Invitation has been pre-listed on **Forms D** (Portable Defibrillators & Chest Compression Systems) & **D1** (Emergency Rescue Equipment), and is identified by a unique **H-GAC** Product Code. Bidders shall decide which line items to bid and shall fill in a bid price in the appropriate cell on **Forms D & D1**. It is this bid pricing that will determine contract awards.

STANDARD EQUIPMENT & ACCESSORIES:

All products bid and purchased hereunder must be the manufacturer's complete standard equipment and accessories, with all basic features as shown in the manufacturer's printed literature, except as may be explicitly modified by these specifications.

Note: Each system shall come equipped with a detailed operator's manual (the price of which shall be included in the bidder's Base Unit price) and be warranted against manufacturer's defects (workmanship and materials) for a minimum of one (1) year, effective on delivery.

Note: Compatible Power Units are to be listed as options and priced accordingly for any hydraulically powered extrication tool being quoted on **Form E**.

A. SELF-CONTAINED BREATHING APPARATUS (SCBA)

The following description shall represent minimum design parameters for each SCBA. Each unit shall be designed for the purpose of mobile breathing support in fire settings. Each model shall be an open circuit, positive pressure ("pressure demand") type, self-contained breathing instrument. All units sold shall have all pneumatics, harness & back plate, cylinders, and headpiece-mask warranted against manufacturer's defects (workmanship and materials) for a minimum of five (5) years, effective upon delivery, and electronics warranted against manufacturer's defects (workmanship and materials) for a minimum of two (2) years, effective upon delivery. Each base unit SCBA system shall be priced with the following:

- a) 100 LPM high airflow performance (NFPA 1981 standards at the time of bid shall take precedence).
- b) Air cylinder, with connections
- c) Mask (medium size), with an anti-fog lens of polycarbonate or equally-performing material
- d) A flame-resistant harness and padded back plate
- e) EOS Indicators – Two (2) (per NFPA 1981, Sections 4)
- f) A low-pressure warning signal (@ 33% of cylinder's capacity), with an analog/digital-monitoring gauge. An independent, two-stage pressure regulator system, with a manual bypass operation. The first stage pressure reducer shall be a fail-safe design, initially reducing pressure, directly mounted to cylinder valve or via high-pressure hose connection. The second stage, pressure demand regulator, working in tandem with the first, responsive to operator's respiratory demand. The regulatory design shall incorporate an emergency by-pass valve, under separate circuitry.
- g) Heads-Up-Display (HUD), activated by pressurization of system, constantly visible to user (NFPA 1981, latest edition)
- h) Rapid intervention crew ("RIC") universal air line connection to facilitate the replenishment of air to SCBA cylinder, permanently mounted (per NFPA 1981, latest edition)

Note: SCBA's bid are to be compliant with the Latest Edition of NFPA 1981.

B. SPREADERS

The following description shall represent minimum design parameters for each spreader. Each Base Unit shall be a variable speed hydraulic design, with a quick-connect coupler, in tool steel, aluminum alloy, or comparably performing metals for the body, arms, tips, pistons, and valves. Each unit priced and sold under this invitation shall possess a positive operation "deadman" safety engagement design and be warranted against manufacturer's defects (workmanship and materials) for a minimum of one (1) year, effective upon delivery.

Note- Electric or Electric over Hydraulic Spreaders are to be environmentally sound, such that there are no exposed hydraulic or gasoline fluids. These tool systems shall be battery powered, portable and suitable for both outdoor and indoor use. Bidder shall quote controller units, power cables, battery packs, jumper cables, & battery chargers as options on **Form E**.

C: CUTTERS

The following description shall represent minimum design parameters for each cutter. Each unit shall be designed for the purpose of extrication on structurally collapsed settings or vehicle/machinery entrapment, with at least one moveable blade that is used to cut/shear/sever material. Each Base Unit shall be a variable speed hydraulic design, in tool steel, aluminum alloy, or comparably performing metals for the body, blades, tips, pistons, and valves. Each unit priced shall possess a positive operation "deadman" safety engagement design and be warranted against manufacturer's defects (workmanship and materials) for a minimum of one (1) year, effective upon delivery.

Note- Electric or Electric over Hydraulic Cutters are to be environmentally sound, such that there are no exposed hydraulic or gasoline fluids. These tool systems shall be battery powered, portable and suitable for

H-GAC 'FORM D1' - PRODUCT ITEM BASE OFFERING PRICES								
Offeror Name:								
Invitation No.:		EE08-17 - Emergency Medical & Rescue Equipment						
Note: 1. Remember to bid options and accessories on Form E . 2. No changes/modifications to Form D1 Model & Descriptions will be accepted and will result in bid item being deemed non-compliant.								
				Compliance - Bidder to specify (Yes, No, N/A) where applicable for each product code bid.				
Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
A. Self-Contained Breathing Apparatus (SCBA)								
AAA	Draeger	Air Boss PSS 100, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						
ABA	Avon Protection Systems	Deltair, 30 minute service life, 2216 PSI cylinder pressure rating, carbon cylinder						
ABB	Avon Protection Systems	Deltair, 30 minute service life, 4500 PSI cylinder pressure rating, carbon cylinder						
ABC	Avon Protection Systems	Deltair, 45 minute service life, 4500 PSI cylinder pressure rating, carbon cylinder						
ACA	MSA	G1 SCBA 30 minute service life, 2216 PSI cylinder pressure rating, Carbon cylinder w/facepiece NFPA 2013 Standard						
ACB	MSA	M7XT SCBA, w/facepiece 30 minute service life, 2600 PSI cylinder pressure rating, aluminum cylinder NFPA 2013						
ACC	MSA	M7XT SCBA, w/facepiece 30 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder NFPA 2013						
ACD	MSA	G1 SCBA, 45 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder, w/facepiece NFPA 2013						
ACE	MSA	G1 SCBA, 30 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder, w/facepiece NFPA 2013 Standard						
ACF	MSA	G1 SCBA, 60 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder w/facepiece NFPA 2013 Standard						
ACG	MSA	G1 SCBA W/facepiece, 5500-psi 30, 45, 60, & 75 minute HP carbon cylinder NFPA 2013 Standard						
ADA	Scott H & S	X3212021000301 2.22 Air-Pak 75 with Standard Harness and Standard Belt. Reglator with Standard Hose, Pak-Tracker, 30 min Cylinder, HT Face Piece.						

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **APPROVAL OF AWARD TO SELWAY MACHINE TOOL COMPANY, INC. FOR A HAAS VERTICAL MACHINING CENTER FOR THE FAIRFIELD CAMPUS' APPLIED TECHNOLOGY AND BUSINESS DEPARTMENT**

REQUESTED ACTION:

- Information** **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Fairfield Campus' Applied Technology and Business department has a need to purchase a Haas Vertical Machining Center which must match the existing equipment functions and controls for teaching and training purposes for the advanced manufacturing/industrial technology program.

Staff has conducted a market survey and determined that there is a limited supply of sources to meet these requirements. The manufacturer, Selway Machine Tool Company, Inc., is the exclusive authorized dealer of the Haas Vertical Machining Center. Staff has determined that it is in the best interest of the District to purchase the Haas Vertical Machining Center from Selway Machine Tool Company, Inc. located in Union City, California.

CONTINUED ON THE NEXT PAGE:

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$101,114.36 Strong Workforce</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
---	---

Victoria L. Lamica
Director of Purchasing & Support Services

PRESENTER'S NAME
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7259

TELEPHONE NUMBER
Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

September 07, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

September 19, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 13.(c)
MEETING DATE September 19, 2018

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF AWARD TO SELWAY MACHINE TOOL
COMPANY, INC. FOR A HAAS VERTICAL MACHINING
CENTER FOR THE FAIRFIELD CAMPUS' APPLIED
TECHNOLOGY AND BUSINESS DEPARTMENT**

SUMMARY:

CONTINUED ON THE PREVIOUS PAGE:

The Board is asked to approve an award to Selway Machine Tool Company, Inc. of Union City, California in the amount including taxes, not to exceed \$101,114.36.

Customer Contact:
Doug Green
707-864-7000 ext. 4744
douglas.green@solano.edu

Sales Person:
Eric Benson
(510) 541-5114
ebenson@selwaytool.com

Solano Community College

Date: 8/27/2018

Sold To:	Ship To:
Solano Community College Solano Community College 4000 Suisun Valley Rd. Fairfield CA 94534 United States	Solano Community College Solano Community College 4000 Suisun Valley Rd. Fairfield CA 94534 United States

Service Contact:
Service Phone:

Training/Machine		Delivery		Payment	
Is This Their First CNC Machine:	No	FOB:	Oxnard CA	Cash:	Yes
Is Training Required:	No	Ship Via:	Kennedy Equipment	Financing:	
Control & Machine Operation:	No	Rigging Required:	Yes	Bank/Finance Co:	
Program Training:	No	Rigger:	Kennedy Equip Trans	Contact:	
Voltage:	220	Any Equipment to be Moved:	No	Phone:	
BT or CT:	CT	Can Machine Fit Through the Door:	Yes	Payment Terms:	
Additional Notes:					

QTY	Part Number	Description	Price
1	VF-2YT	Vertical Machining Center; 30" x 20" x 20" (762 x 508 x 508 mm), 40 taper, 30 hp (22.4 kW) vector drive, 8100 rpm, inline direct-drive, 20-station carousel tool changer, 1000 ipm (25.4 m/min) Â rapid, power-failure detection module, 1 GB program memory, 15" color LCD monitor, USB port, memory lock keyswitch, rigid tapping and 55-gallon (208 liter) flood coolant system.	\$55,995.00
1	10K-40T-IN	10,000-rpm Spindle, 40 taper, 30 hp (22.4 kW) vector drive, inline direct-drive	\$4,995.00
1	SMTC-30-40T	Side-Mount Tool Changer, 40 taper, 30+1 tools	\$7,295.00
1	4AXBL	4th-Axis Drive and Wiring	\$0.00
1	5AXBL	5th-Axis Drive and Wiring (4th-axis drive not included)	\$0.00
1	WIPS-R	Wireless Intuitive Probing System; Renishaw. Includes the Haas Visual Programming System, macros, spindle orientation, and coordinate rotation and scaling.	\$5,495.00
1	CC	Chip Auger	\$2,795.00
1	HSM	High Speed Machining	\$2,795.00
1	ROTARY-AX CAL TOOL	Rotary-Axis Calibration Tool. Note: The master gauge-length tool will be the same taper as the machine for which the option is ordered.	\$495.00
1	TRT100	100 mm (3.9") High-Speed Tilting 2-Axis Rotary Table, with indexing up to 1000 deg/sec. Requires a Haas mill with 4th- and 5th-axis drives for true 4th- and 5th-axis operation. Requires software version M18.24B or later. Not available for stand-alone operation.	\$24,995.00
	Subtotal		\$104,860.00
1	Discount	Special Discount - Educational Discount	-\$15,729.00
1	INSTL	Installation Will Occur After Customer Connects Power and Air.	\$0.00
1	FTS	1-Day Training Seminar at your local HFO	\$0.00
1	1yc-1yw	1 Year Control and 1 Year Machine Warranty. In House Tech Support. Local Field Service.	\$0.00

Sales - Service - Application - Automation

Northern California | Southern California | Washington | Oregon | Northern Nevada | Utah

1 of 3

1	OST	On-site Training at Customer Facility (8 Hours)	\$1,695.00
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Special Price: \$90,826.00
Tax: \$7,588.36
Approx. Freight: \$1,200.00
Approx. Rigging: \$1,500.00

Total: \$101,114.36

(1) Selway Machine Tool Co., Inc. ("Selway") retains a purchase money security interest in the goods that are subject to this contract to secure payment by customer. Upon request, customer will execute a UCC-1 Financing Statement to perfect Selway's security interest.

(2) A check for the down payment must accompany customer's signing of this Contract.

(3) Payment in full on the balance of this Contract must be made upon machine acceptance.

(4) Late payments are subject to a financing charge of 1.5 percent per month on the unpaid balance.

(5) Financing is the responsibility of Customer.

(6) If an action is brought to enforce or interpret this Contract, the prevailing party will be reimbursed for all costs and expenses, including reasonable attorney's fees, disbursements, and other costs.

(7) Manufacturer(s) Warranty – Does not apply to used equipment. Manufacturer(s) will provide a warranty on new machines against defects in material and workmanship. Each manufacturer has a specific warranty period (i.e. 6 months, 1 year, etc.) that commences at the date of purchase. Date of purchase is the date that particular machine is shipped to the end user. Manufacturer will provide specific warranty information with the machine.

(8) Limited Warranty – Does not apply to used equipment. (a) For sixty (60) days after acceptance of the goods or services by customer, Selway warrants that: (i) the goods will remain free of defects of materials and workmanship and will comply with Selway's published specifications and any additional agreed upon specifications, and (ii) services will be rendered in a workmanlike manner. If goods or services fail to conform to this limited warranty, customer may return the goods (or, in the case of services, any deliverables associated with the services) to Selway, and Selway will, at its sole election, either replace the nonconforming goods (or, in the case of services, reperform the nonconforming services) or refund the full price paid by customer. These alternative remedies are custom's sole and exclusive remedies against Selway for breach of the limited warranty provided in this Contract and are separate and apart from any warranties provided by the manufacturer(s) of the goods. (b) Goods that have been subject to abuse, misuse, accident, alteration, neglect, unauthorized repair or installation are not covered by this limited warranty. Selway will make the final determination as to the existence and cause of any alleged defect. No warranty is made with respect to custom equipment or products produced to customer's specifications except as may be specifically set forth in writing signed by Selway. (c) Except for the Limited Warranty expressly stated here, Selway makes no warranty in connection with this Contract and hereby disclaims any and all implied or statutory warranties, including, but not limited to, all implied warranties or title, merchantability, nonfringement and fitness for a particular purpose. To the extent that Selway may not, as a matter of applicable law, disclaim any implied warranty, the scope and duration of such implied warranty will be the minimum permitted under such law.

(9) Limitations on Liability (a) Selway will not be liable for any loss, damage, cost, expense or penalty resulting from failure or delay in performance due to causes beyond the reasonable control of Selway, including but not limited to supplier delay, force majeure, act of God, labor unrest, flood, fire, explosion, earthquake, or by excess demand for its products; in any such event, the delivery date will be deemed extended for a period equal to the period of delay. (b) In no event will Selway be liable for (i) damages in excess of the purchase price for the goods and services that are subject to this Contract, or (ii) special, consequential, incidental or indirect damages (including without limitation lost profits), whether or not Selway has been advised of the possibility of such damage, however caused and on the basis of any theory of liability, including contract, tort, negligence, strict liability that may arise out of third-party claims against customer. In no event will Selway be liable for costs of procurement of substitute goods by customer. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

No contract shall result from this order until purchaser's offer is accepted by the General Manager or President of Selway Machine Tool Co, Inc.
Price Valid for 30 days from date on Sales order

Date: _____ Title: _____ Signature: _____

I agree to the stated Terms and Conditions

Selway Machine Tool Co, Inc. Use Only

Date: _____ Title: _____ Signature: _____

Selway Machine Tool Co, Inc. accepts this order

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 18/19-04 DESIGNATION AND
DISPOSAL/DISPOSITION OF DISTRICT SURPLUS
EQUIPMENT AND PROPERTY – BIOTECHNOLOGY
EQUIPMENT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

In compliance with the 81000 series of the California Education Code for appropriate disposition methods and/or restrictions, staff is requesting approval of the attached Resolution No. 18/19-04 authorizing the disposition of existing biotechnology equipment, which has been replaced with newly updated equipment for the new Biotechnology program currently located at the Vacaville Center.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code:</i> CA Ed Code 70902 (b) (6)m 81540	<i>Board Policy:</i> 3320	<i>Estimated Fiscal Impact:</i> N/A
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SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager
PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7154
TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration
VICE PRESIDENT APPROVAL

September 7, 2018
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

September 19, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**DESIGNATION AND DISPOSAL/DISPOSITION OF
SURPLUS EQUIPMENT AND PROPERTY**

RESOLUTION NO. 18/19-04

WHEREAS, The California Education Code (Section(s) 81450-81460) outlines the process and restrictions for disposal of surplus items, and specifically provides that if the Governing Board of the Solano Community College District, by a unanimous vote of those members present, finds that the property, whether one or more items, is unsatisfactory and/or not suitable for school use, the property may be sold at public auction or otherwise disposed of in accordance with the provisions of E.C. Section 81450; and

WHEREAS, The Governing Board of the Solano Community College District has determined that the personal property, described as existing biotechnology equipment, has been replaced with newly updated equipment is no longer needed for instructional use; now therefore be it

RESOLVED, The Director of Facilities, with the approval of the Superintendent-President, is authorized to donate or dispose of said property.

PASSED AND ADOPTED, This 19th day of September 2018, by the Governing Board of the Solano Community College District.

SARAH E. CHAPMAN, Ph.D.
BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D.
SECRETARY



Solano Community College District Disposition, Transfer or Trade-In College Equipment

It is requested that the equipment inventory records for the listed equipment be adjusted as follows:

(Check only one)

If you have items that fall into more than one category, please prepare a separate sheet for items in each category.

- Returned to vendor (attach to yellow copy of approved form) Transfer to (Location) Bldg. No. _____, Room No. _____
- Lost or stolen (attach copy of theft report form)
- To be donated, auctioned as surplus or properly disposed
- To be destroyed or broken up for parts
- Trade-in or sale in lieu of trade-in list P.O. number and vendor

Comment:	
----------	--

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
N/A	Millipore Rios 16 Water Purification System	1800B	1854
N/A	Labconco Purifier Class II Biosafety Cabinet	1800B	1854
24821	Precision Mechanical Convection Incubator	1800B	1854
26311	Sussman Electric Boiler	1800B	1854
26758	Market Forge Sterilmatic	1800B	1854
24535	Applikon Bio Reactor	1800B	1854
24536	Applikon Bio Reactor	1800B	1854
24446	GE Refrigerator/Freezer 21cu.ft. (Bio Storage)	1800B	1854
N/A	Haier Compact Refrigerator	1800B	1854
N/A	Innovatis Cedex MS20C Cell Counter	1800B	1854
CONTINUED ON NEXT PAGE			

Note: If the item is too destroyed or broken-up for parts it will be taken to the recycle area and will not require pickup by the warehouse, unless so noted on this sheet.

Action Performed by: Jason Yi Date 9/6/18

Division or Organizational Unit: Facilities

Approved by: Joseph Ryan Date 9/6/18
Unit Manager or Division Dean

For District Facilities Office Use

For Surplus Items:

Board authorization to sell _____

Invoice/receipt number and date _____

Distribution: District Director of Facilities, Duplicate for your files, Fixed Asset Disposition and Trade-in

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #3 TO BEL AIR
MECHANICAL, INC. FOR THE VACAVILLE HVAC
UPGRADE PROJECT**

REQUESTED ACTION:

Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested for Change Order #3 to the contract with Bel Air Mechanical, Inc. for the Vacaville HVAC Upgrade Project. On March 21, 2018 the Board approved a contract with Bel Air Mechanical, Inc. for the Vacaville HVAC Upgrade Project. On July 18, the Board approved Change Order #1 for revision of the design of three roof top units and more effective roof protection and waterproofing for ten new air conditioning units. On September 5, the Board approved Change

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Update infrastructure that supports classrooms or related College facilities

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$7,877.85 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

September 7, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy Ed.D.
Superintendent-President

September 19, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #3 TO BEL AIR
MECHANICAL, INC. FOR THE VACAVILLE HVAC
UPGRADE PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Order #2 to increase the HVAC system efficiency by modifying the design of existing ductwork for better air flow, relocating an RTU sensor, and providing materials for roof top exhaust fan repair.

This proposed Change Order #3 is to provide added efficiencies to the HVAC system by making repairs to existing HVAC piping, replacing additional ceiling tiles, and providing a deduction for leaving exterior louvers in place.

Following is a summary of the Contract:

\$1,970,000.00 Original Contract Amount

\$ 38,878.25 Approved Change Orders (2)

\$ 7,877.85 Proposed Change Order #3

\$2,016,756.10 Proposed Contract Amount, including Change Order #3

The Board is asked to approve this Change Order #3 to Bel Air Mechanical, Inc. in the amount of \$7,877.85, resulting in a new contract amount of \$2,016,756.10

The Change Order may be viewed online at: <http://www.solano.edu/measureq/planning.php>.



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Tel: 707-864-7189 Fax: 707-207-0423

Kitchell CEM

Change Order # 3
 Project No.: 18-010
 Date: 09/19/18

DSA File No.: 48-C1
 DSA App. No.: 02-116082

Project: Solano Community College District
 Vacaville HVAC Upgrade Project

To: Bel Air Mechanical, Inc.
 1818 Arnold Industrial Place, Suite A
 Concord, CA 94520

The Contract is Changed as Follows:

CPE No.

01	COR #9 Deduct for exterior louvers	(\$3,373.20)
02	COR #10 Install HHW piping to RTU-2	\$4,922.40
03	COR #11 Repair existing cold water pipe above reception area	\$2,447.40
04	COR #12 Replace unacceptable ceiling tile	\$3,881.25
TOTAL COST OF CHANGE ORDER		ADD \$11,251.05
FINAL CHANGE ORDER AMOUNT		Deduct \$ (3,373.20)
		\$7,877.85

Original Contract Sum:	\$ 1,970,000.00
Total change By Previous Change Orders:	\$ 38,878.25
Contract Sum Prior to This Change Order:	\$ 2,008,878.25
Original Contract Sum will be Increased by This Change Order:	\$7,877.85
The New Contract Sum Including This Change Order Will Be:	\$ 2,016,756.10

Contract Time Will be Changed by This Change Order: 0 Days

Note that final completion date is August 3, 2018.

(Affix stamp here)

CONTRACTOR: _____ Date: _____
 Bel Air Mechanical, Inc.

(Affix stamp here)

OWNER: _____ Date: _____
 Lucky Lofton
 Executive Bonds Manager
 Solano Community College District

**SOLANO COMMUNITY COLLEGE DISTRICT
 GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO GOODWIN-COLE COMPANY, INC. FOR CONSTRUCTION SERVICES FOR THE AERONAUTICS BUILDING AWNING PROJECT

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Goodwin-Cole Company, Inc. for the Vacaville Aeronautics Building Awning Project. The scope of work includes all labor, materials, equipment, and supplies necessary for the design and installation of a new fabric awning at the entry of the Vacaville Aeronautics Building at the Nut Tree Airport.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Update infrastructure that supports classrooms or related College facilities.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$3,272.97 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
 Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
 VP, Finance & Administration

VICE PRESIDENT APPROVAL

September 7, 2018

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

September 19, 2018

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO GOODWIN-COLE FOR
CONSTRUCTION SERVICES FOR THE AERONAUTICS
BUILDING AWNING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A Request for Proposal was issued to seven qualified awning companies and proposals were due by August 31, 2018.

The following proposals were received:

Goodwin-Cole Company, Inc.	\$3,272.97
Gianola Canvas Products	\$3,336.50

It was determined that Goodwin-Cole Company, Inc. submitted the lowest responsible and responsive bid. It is recommended the Board award a construction contract to Goodwin-Cole Company, Inc. in the amount of \$3,272.97.

The Board is asked to approve a contract to Goodwin-Cole Company, Inc. in the amount of \$3,272.97.

The contract is available online at <http://www.solano.edu/measureq/planning.php>

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **AWARD OF PURCHASE ORDER TO VWR
INTERNATIONAL, LLC FOR EQUIPMENT FOR THE
SCIENCE BUILDING PROJECT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested for award of a purchase order to VWR International, LLC for equipment for the Science Building Project at the Fairfield Campus. The District is able to piggy-back on a University of California Office of the President Product Supply Agreement with VWR International, LLC dated April 23, 2015 and amended May 15, 2018. Pricing was compared with the pricing from the Biotechnology Building RFP 17-001 and found to be the lowest pricing for these items.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Provide new instructional equipment.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$91,027.06 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

September 7, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed. D.
Superintendent-President

September 19, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 13.(g)
MEETING DATE September 19, 2018

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: AWARD OF PURCHASE ORDER TO VWR
INTERNATIONAL, LLC FOR EQUIPMENT FOR THE
SCIENCE BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The Board is asked to approve the award of a purchase order in the amount of \$91,027.06 for equipment to VWR International, LLC for equipment for the Science Building Project.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **2018-19 LOCAL AGREEMENT FOR CHILD
DEVELOPMENT TRAINING CONSORTIUM**

REQUESTED ACTION:

- Information** **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

The Child Development Training Consortium (CDTC) administered through the Yosemite Community College District has approved a local agreement for stipends and a textbook loan program for early childhood education classes at Solano Community College. The maximum reimbursable amount awarded to Solano Community College District is \$16,250. SCC will reimburse students a stipend for courses completed with a “C” or above, excluding P.E. or work experience classes that are not related to child development. Sabrina Drake will serve as coordinator for this project.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> N/A
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Gregory S. Brown
Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7173

TELEPHONE NUMBER

Gregory S. Brown, Student Services
VICE PRESIDENT APPROVAL

September 10, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

September 19, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**CHILD DEVELOPMENT TRAINING CONSORTIUM
2018-2019 INSTRUCTIONAL AGREEMENT
AGREEMENT NUMBER 18-19- 2502**

This Agreement is made and entered into this 1st day of September, 2018, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the **YCCD/CDTC, and Solano Community College District College for Solano College**, hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

I. STATEMENT OF WORK

- A. The CONTRACTOR will designate a Campus Coordinator to implement the Child Development Training Consortium (CDTC) program at the local level. The Campus Coordinator will commit to being actively engaged for the full program year, and will maintain Campus Coordinator status except for an emergency or other extenuating circumstances. In the event a Campus Coordinator needs to withdraw mid – program year, YCCD/CDTC will consider a temporary Campus Coordinator, on an individual basis. The scope of work in this contract is supplementary to the typical duties of faculty or other positions that provide career and education guidance to child development students. The Campus Coordinator will be responsible to prepare and submit all required reports; coordinate all Consortium activities; attend one (1) YCCD/CDTC sponsored meeting and one (1) mandatory YCCD/CDTC webinar; and inform child development/early childhood education department of program requirements and components specific to campus Child Development Training Consortium.

The designated Campus Coordinator is preferably an active ECE/CD faculty, either full- time or ECE/CD adjunct faculty, department chair, or director of the campus child development lab center/children's center. If the current Campus Coordinator does not meet these recommendations, they are permitted to continue in the position and new requirements will be applicable upon designation of a new Campus Coordinator. Since the requirement of faculty is preferred, but not required, exceptions will be considered by YCCD/CDTC on an individual basis.

The Campus Coordinator, even in the role as Co-Coordinator, must reside within California and be employed by the college. CDTC will subcontract directly with college and then contracts/agreements will be administered by faculty employed by the college.

The Campus Coordinator must be located on campus with regularly scheduled office hours; thereby being accessible to students enrolled in the program. The Campus Coordinator must attend campus child development/early childhood education (ECE) department meetings and be knowledgeable of all aspects of the ECE profession. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinator status.

The Campus Coordinator must notify CDTC at least 30 days in advance of a sabbatical leave. A written plan of action that confirms the intent to continue all coordinator duties as outlined in this Agreement, must be submitted for approval. A temporary Campus Coordinator should be assigned to implement the CDTC program in the absence of a Campus Coordinator who is out of the country or unavailable to continue all coordinator duties.

The Campus Coordinator will act as a liaison between the Child Development Training Consortium and California Department of Education/Early Education and Support Division (CDE/EESD) to disseminate information to campus faculty regarding state initiatives and trends in ECE.

- B. The CONTRACTOR will generate up to 650 units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2018, and June 30, 2019. Physical education courses and general work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- D. The CONTRACTOR will provide appropriate community college courses, which:
 - 1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as *Appendix A*) and/or child care licensing regulations.
 - 2. Are degree or certificate applicable.
 - 3. Are offered for credit with the possible exception of remedial courses.
 - 4. Are transferable whenever possible.
 - 5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
 - 6. Are responsive to local community needs.
- E. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Student Profile.
 - 1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**
 - 2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Licensed exempt centers are limited to the following: on school site, parents on site, military, tribal, employment agency, parks and recreation, adult ed/child care, home based program and before/after school program. Employment in a kindergarten or transitional kindergarten classroom is also

acceptable, **AND**

3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, **AND**
 4. Student must work in the state of California.
 5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home childcare providers are not eligible.
- F. The CONTRACTOR will enroll eligible students according to the following three priorities; *California Department of Education, Early Education and Support Division (CDE/EESD) Priorities for Enrollment:*
- Priority 1 Employees of all direct-funded CDE/EESD programs including center-based programs and family child care network programs or center-based programs with satellite family child care providers. This also includes co-located Head Start Programs.
 - Priority 2 Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services.
 - Priority 3 Employees of all other programs including center-based and licensed family child care homes.

Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.

Local Priorities for Enrollment

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/EESD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/EESD priorities.

- G. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.
1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor, one CEC Mentor Coordinator, one family child care provider; one representative of a child care program funded by the California Department of Education, Early Education and Support Division (CDE/EESD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college

student majoring in child development; one representative from the Local Child Care and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local QRIS/IMPACT and/or AB212 programs.

The Advisory Committee will meet one time annually.

2. The meeting must be documented with agenda and minutes, which must be submitted with the Year End Program and Final Expenditure Narrative.
- H. The CONTRACTOR will provide student grade documentation, demonstrating a grade of "C" or better, to YCCD/CDTC upon request for audit purposes.
- I. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B – 2018-2019 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, PO Box 3603, Modesto, CA 95352.
- J. The CONTRACTOR will ensure that no full-time equivalent (FTE) fees will be collected for courses that are funded with YCCD/CDTC funds, or portion thereof.
- K. The CONTRACTOR will ensure collaboration (if applicable) with CEC Mentor Coordinator. This collaboration will include sharing program services and promote integration of services for student success.

II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from September 1, 2018, to and including June 30, 2019. Enrolled units must be completed between July 1, 2018, and June 30, 2019. All allowable expenditures must be encumbered and/or the services rendered prior to June 30, 2019.

III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 12, 2018, a 2018-2019 budget based on the funding authorized in this Agreement must be posted online with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval due to the following two circumstances:
1. When planned expenditures in any of the major expense categories (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
 2. And when planned expenditures in any of the **line items** exceed the approved budget by more than twenty-five percent (25%).
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.

- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
- E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.
- F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

IV. PAYMENT FOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed **\$16,250.00**. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by June 30, 2019. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$25.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph IB. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including a 2018-2019 Student Profile for each enrolled student for each semester/term.
- D. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- E. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The online final expenditure report is due no later than June 30, 2019.

V. RETENTION OF RECORDS AND UNITS

The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

VI. CONTRACT AMENDMENTS

This Agreement may be amended with mutual written consent of both parties and the

approval of the California Department of Education, Early Education and Support Division.

VII. 30 DAY TERMINATION NOTICE

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

VIII. FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Early Education and Support Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

IX. NONDISCRIMINATION CLAUSE

- A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated there under.
- C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability

X. INDEPENDENT CONTRACTORS

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

XI. HOLD HARMLESS CLAUSE

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, its officers, employees, boards, volunteers, and agents from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of the activities of such party, its boards, officers, agents, employees, or volunteers pursuant to this Agreement. However, the provisions of this indemnity agreement do not apply to any damages or losses caused by the negligence or willful misconduct of the party being indemnified or its officers, employees, boards, volunteers, or agents.

XII. ACKNOWLEDGMENT

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing

the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Child Care and Development Quality Improvement funds received from the California Department of Education, Early Education and Support Division.

XIII. DRUG-FREE WORKPLACE

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

XIV. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instructional Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR.

AGREED TO BY:

CONTRACTOR Authorizing Signature:	
Printed Name of Person Signing:	Celia Esposito - Nov, Ed.D.
Title of Person Signing:	Superintendent - President
Date:	

Yosemite Community College District:

Authorizing Signature:	
Printed Name of Person Signing:	Susan C. Yeager
Title of Person Signing:	Vice Chancellor/Fiscal Services, YCCD
Date:	

Attachments for reference: Appendix A - Child Development Permit Matrix
Appendix B - 2018-2019 Required Reports and Time Lines

Return **two Instructional Agreements with original signatures to:**
Child Development Training Consortium
PO Box 3603
Modesto, CA 95352

For CDTC Use Only			
Date Received:	To D.O.:	From D.O.:	To Contractor: