

**SAN DIEGO COMMUNITY COLLEGE DISTRICT
CONSULTANT AGREEMENT**

THIS AGREEMENT is made and entered into this 21st day of February, 2017, at San Diego, County of San Diego, State of California, by and between the San Diego Community College District, hereinafter called "District", and Chabot College, hereinafter called "Consultant".

WITNESSETH:

WHEREAS, Government Code Section 53060 authorizes the District to contract with persons to furnish services and advice to District in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant represents that he/she is specially trained, experienced, and competent to provide such special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it does not have on its staff employees qualified to provide such services, and has determined that it has a need to enter into this Agreement with Consultant for the special services and advice described herein;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

Article 1. Employment of Consultant. District hereby contracts with consultant to perform the necessary professional services and advice as hereinafter set forth.

Article 2. Consultant's Services.

(a) Consultant hereby agrees to perform the professional services set forth in Exhibit "A", attached hereto and incorporated herein by reference, to the satisfaction of District.

(b) Consultant shall keep District's representative, Gregory M. Newhouse fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify.

Article 3. Time of Performance and Term of Agreement. The services called for under this Agreement shall be provided by Consultant during the period commencing on February 21, 2017, and ending on February 28, 2018. It shall be expressly understood by Consultant that time is of the essence of this Agreement and District may terminate this Agreement in the event of unexcused delay in Consultant's performance hereunder.

Article 4. Consultant's Fee. District shall pay to Consultant for the performance of all services rendered pursuant to and during the term of this Agreement the sum of \$184,826. These fees shall include normal operating and office expenses or costs associated with completion of the work to be done. District shall not be liable for any costs or expenses paid or incurred by Consultant in performing services for the District, unless specific exception is provided herein.

Article 5. Payments. Payment of Consultant's fee shall be made within 30 days of invoice or approved performance, whichever is later (NET 30). Consultant agrees and acknowledges that it is Consultant's sole responsibility to report as income all compensation received from District, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

Article 6. Employee Benefits. Consultant shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

Article 7. Workers' Compensation Insurance. Consultant agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Consultant participating under this Agreement, Consultant agrees to defend and indemnify the District from such claim.

Article 8. Insurance. Consultant agrees to carry comprehensive general and automobile liability insurance with limits of five hundred thousand dollars (\$500,000) per occurrence for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." The District may require provision of a copy of the insurance policy in its entirety. Consultant agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

Article 9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, Consultant shall make available to District for examination at District's place of business all data, records, investigation reports and all other materials respecting matters covered by this Agreement. Consultant will permit District to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

Article 10. Confidentiality and Use of Information.

(a) Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

(b) Consultant shall advise District of any and all materials used, or recommended for use, by Consultant to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Consultant shall fail to so advise District and, as a result of the use of any programs or materials developed by Consultant under this Agreement, District should be found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify and defend District against any action or claim brought by the copyright holder.

Article 11. Administration of Agreement. This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For **DISTRICT**: Gregory M. Newhouse
Associate Dean

Address: San Diego Miramar College
10440 Black Mountain Road
San Diego, CA 92126

AND

Edward Cook, Purchasing Supervisor
Purchasing and Contract Services

Address: San Diego Community College District
3375 Camino del Rio South, Suite 270
San Diego, CA92108

For **CONSULTANT**: Lorenzo Legaspi, Vice Chancellor, Business Services
Chabot-Las Positas Community College District
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568

Program Contact: Dr. Kristin Lima, Dean Applied Tech and Business
Address: 25555 Hesperian Blvd.
Hayward, CA 94555

Article 12. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

Article 13. Ownership of Work Product. All products of work performed pursuant to this Agreement, including, but not limited to, notes, tables, graphs, reports, files, computer programs, and source code, for the sole purpose of implementing the overall contract with the California Energy Commission, will be provided to the District and become public information. All equipment purchased will be the sole property of the Consultant provided use is consistent with that approved through the RFA process and as selected by the approving committee.

Article 14. Termination for Cause. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of this agreement by Consultant, (b) any act by Consultant exposing District to liability to others for personal injury or property damage, or (c) if Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the five (5) days cease and terminate.

In the event of such termination, the District may secure the required services from another consultant. If the cost to the District of obtaining the services from another consultant exceeds the cost of providing the service pursuant to this Agreement, the excess cost may be charged to and collected from Consultant. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

In the event of such termination, Consultant shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination, less any payments theretofore made, as determined by District, and the Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

Also, at the time of such termination, all finished or unfinished documents, data, studies, drafts, surveys, drawings, maps, reports, and other materials prepared by Consultant shall, at the option of the District, become the property of District.

Article 15. Termination for Convenience. Either party may terminate this Agreement at any time and for any reason by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days prior to the effective date.

If the Agreement is terminated as provided in this Section, Consultant shall be entitled to receive compensation for any satisfactory work completed up to the receipt by Consultant of notice of termination, less any payments theretofore made, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by District for the performance of such work.

Also, at the time of such termination, all finished and unfinished documents and other materials described hereinabove shall, at the option of District, become District's sole and exclusive property.

Article 16. Status of Consultant. It is agreed that District is interested only in the results obtained from service hereunder and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Consultant

shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by the District, except as to the results of the work. Consultant is, for all purposes arising out of this Agreement, an independent contractor, and neither Consultant nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any District benefits to which District employees are entitled, including, but not limited to overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

Article 17. Hold Harmless. District shall not be liable for, and Consultant shall defend and indemnify District and its officers, agents, employees and volunteers (collectively "District Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Consultant or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of District Parties. Consultant shall have no obligation, however, to defend or indemnify District Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of District Parties.

Article 18. Conflict of Interest. Prior to execution of this contract, contractor shall disclose in writing to District any and all compensation, actual or potential, which contractor may receive in any form from a party other than the District as a result of performance of this contract by contractor. If contractor becomes aware of the potential for such compensation subsequent to the execution of this contract, contractor shall disclose such compensation within three working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, contractor shall disclose any financial interest that contractor may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 19. Assignment. No portion of this Agreement or any of the work to be performed hereunder may be assigned by Consultant without the express written consent of District and without such consent all services hereunder are to be performed by Consultant, its officers, agents and employees.

Article 20. Compliance With Applicable Laws. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 21. Permits/Licenses. Consultant and all of Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

Article 22. Nondiscrimination in Employment. Consultant agrees that it will not engage in unlawful discrimination in employment as delineated in the California State Fair Employment and Housing Act, and Section 12940 of the California Government Code.

Article 23. Non-Waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Article 24. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 25. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

Article 26. Governing Law/Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in San Diego County.

Article 27. Attorney's Fees. If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

Article 28. Alterations or Variance. No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

Article 29. Scope of Work Details/Exhibit "A"-must be provided.

Exhibit A is incorporated here as the work statement for the contracted program. A detailed workplan is also attached as Exhibit B, which follows contract approval signatures.

The Contractor will utilize the available funding to make the following improvements to their existing AFV program to enhance student learning and create measurable outcomes:

- 1). Acquire additional applicable alternative fuel vehicles (Chevy Volt, Gen3 or later Prius, and Nissan Leaf, or similar vehicles) to enhance our students hands-on learning experiences across multiple AFV platforms.
- 2). Acquire applicable instructional aides or trainers to enhance the students understanding of these complex systems and obtain hands-on experiences in a more controlled environment.
- 3). Acquire additional diagnostic tools and equipment as identified to remain relevant to the AFV industry, and update existing equipment as applicable.
- 4). Inclusion of introductory topics relevant to Hybrid, Electric, and Alternative fuels content in our subject specific courses.
- 5). Inclusion of new technologies and systems in our existing Hybrid, Electric, and Alternative Fuels courses.
- 6). Expansion of topic areas like: Hydrogen, Fuel cells, brand specific systems, regulatory environment, EV support infrastructure, and advanced technologies, in our existing Hybrid, Electric, and Alternative Fuels courses.
- 7). Faculty training: Introduction, intermediate, and advanced levels of technical update training for all 8 faculty members.

Currently, all of the existing automotive courses utilize Course Level Outcomes, which are formally measured and evaluated on a regular basis (semester to semester in many cases), to ensure that we continue to provide the theoretical and practical learning experiences necessary to meet industry expectations. With the addition of introductory opportunities into our subject specific courses as well, it is our hypothesis that scores associated with the Hybrid, Electric, and Alternate Fuels courses will show positive results due to increased awareness and exposure to these vehicles and systems. We also are confident that feedback from our industry advisors and partners will support the benefits of additional offerings and expansion of our Hybrid, Electric, and Alternative Fuels curricula.

Based on the projected timeline of the grant application, we would project the following implementation timeline:

Capital Acquisitions:

- Completed prior to the end of the Spring 2017 semester utilizing applicable vendors and whenever possible, using economies of scale, and existing vendors to reduce costs and speed up acquisitions.
- Utilization of existing reduced cost purchasing programs from partner tool companies such as Snap On and Matco when applicable.
- Potentially, when applicable, working with other institutions during acquisitions to provide for a "group rate" if common items are being purchased.
- Vehicles, instructional aides, tools, equipment and diagnostic items could be implemented as soon as received whenever applicable, otherwise fully implemented by Fall 2017 semester.

Curriculum (Core Program):

- Completed by the end of the Spring 2017 semester for full implementation by Fall 2017 semester start. As subject areas are completed, courses could be implemented as soon as available pending course schedule availability in the Spring 2017 semester.
- Working with existing textbook providers for our core courses, reviewing, and supplementing as necessary, to develop subject specific content related to Hybrid, Electric, and Alternative Fuel vehicles to be included in each core subject area of instruction. These presentations will focus on being an "Introduction" to the unique features related to Hybrid, Electric, and Alternative Fuel vehicles, and will not require extensive development or implementation.

Curriculum (ATEC 90/91: Hybrid and Alternate Fuels Courses):

- Completed by the end of the Spring 2017 semester for full implementation by Fall 2017 semester start. As subject supplemental / updated areas are completed, courses could be implemented as soon as available, pending course schedule availability in the Spring 2017 semester. When possible, utilizing available manufacturer training materials.

Faculty Training:

- Depending on the specific training that the faculty attends, some classes could begin to be attended as early as Winter Break 2016, with others being completed throughout the 2017 academic year. All faculty training will be completed no later than the 2017 Winter Break. New instruction and course materials will become part of the standard curriculum and thus will continue beyond the term of funding.

Overall Budget:

Instructional Salaries	\$35,000.00
Noninstructional Salaries	\$5,000.00
Benefits	\$5,871.00
Supplies and Materials	\$2,000.00
Other Operating Expenses and Services	\$25,080.00
Equipment	\$111,875.00
Total	\$184,826.00

Total funding is not to exceed. \$184,826

Quarterly reports are required and will be used as a key assessment tool of the progress toward workplan and contract completion. Failure to meet program dates, most importantly the purchase of equipment by June1, 2017, can result in termination of the award.

A Final Report will review all project accomplishments and include a success story that will be published on the ATRE 4nrg.org website. Formats for quarterly reports and the final report will be provided. Specific dates will be determined based upon the final contract signature date. However in all cases a draft final report is due no later than January 31, 2018.

No agreement is in effect until the agreement is signed by all parties.

Any additional resources and or collaborations that are to be provided and by whom:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

DISTRICT

CONSULTANT

District Project Manager

Date

Lorenzo Legaspi,
Authorized Representative, CLPCCD

Date

Edward Cook, Purchasing Supervisor
Purchasing and Contract Services

Date

Revised June 2012 - CONSULT

EXHIBIT B – Program Workplan

The following workplan is that taken from the Chabot College proposal. Any changes to the workplan in scope or timing must first be approved by the District's representative in consultation with the California Energy Commission.

Equipment Acquisition & Related Materials

	Activities	Timeline	Measurable Outcomes
1	Acquire Chevrolet Volt or similar vehicle	Prior to 5/2017	Increased student experiences with multiple vehicle brands and systems
2	Acquire Toyota Prius Gen 3 or later	Prior to 5/2017	Increased student experiences with multiple vehicle brands and systems
3	Acquire Nissan Leaf	Prior to 5/2017	Increased student experiences with multiple vehicle brands and systems
4	Toyota TIS Techstream 2.0	Prior to 5/2017	Use and application of OEM diagnostic equipment
5	Clipper Creek Level 2 Charging Station (32A)	Prior to 5/2017	Proper use and operation of Level II charging
6	Installation of Clipper Creek Level 2 Charger	Prior to 5/2017	
7	HyDrive Electric Vehicle Trainer	Prior to 5/2017	Focused learning on complex system in a more controlled and exposed environment
8	Hybrid Planetary Gearset Trainer	Prior to 5/2017	Focused learning on complex system in a more controlled and exposed environment

9	Miscellaneous used hybrid parts (battery, transmission, converter / inverter, motors)	Prior to 5/2017	Hands on experience with integral components in a controlled and exposed environment
10	Toyota Gen 2 Prius (Replace old existing units)	Prior to 5/2017	Increased student experiences with multiple vehicle brands and systems
11	GM Vehicle Communication Interface Pkg (with 2 years subscription)	Prior to 5/2017	Use and application of OEM diagnostic equipment
12	Laptop PC for GM Interface Pkg	Prior to 5/2017	Use and application of OEM diagnostic equipment
13	Mongoose Pro GM Cable	Prior to 5/2017	Use and application of OEM diagnostic equipment
14	Consulab EM200-29 Hybrid Planetary Trainer	Prior to 5/2017	Hands on experience with integral components in a controlled and exposed environment
15	NADA N300 Hydrogen Drive Trainer	Prior to 5/2017	Hands on experience with Hydrogen fuel cell functions and operation in a controlled environment

Curriculum Modification or Development

	Activities	Timeline	Measurable Outcomes
1	Development of subject specific "Introduction" curriculum and presentations	Prior to 12/2017	Improved student awareness and exposure to better preparing them for the ATEC 90/91 courses
2	Development or acquisition of hydrogen related curriculum	Prior to 12/2017	Expansion of existing content and provide a hands on learning experience
3	Development of content related to "new" battery technologies	Prior to 12/2017	Expansion of existing content to include newer battery technology
4	Development of content related to battery charging	Prior to 12/2017	Expansion of existing content to include newer battery technology
5	Development of shop practical work to support newer vehicle systems	Prior to 12/2017	New practical experiences on different vehicles
6	Development of content as "Introduction" to new vehicle technology (Autonomous, etc)	Prior to 12/2017	Improved student awareness and exposure to new vehicle technology

Faculty Professional Development

	Activities	Timeline	Measurable Outcomes
1	Hybrid and/or electric vehicle training as identified	Completed by 1/2018	Increased knowledge and experience by faculty to improve instruction throughout program



Project Alternative and Renewable Fuel and Vehicle Technology Training
Fiscal Year 2016-2017
Applicant Chabot-Los Positas Community College District / Chabot College
Funding Source California Energy Commission

Executive Summary

1. The Executive Summary is limited to one page in length. At a minimum, include project description, project goals, and measurable objectives to be achieved.

Chabot College has been a leader in the area of Hybrid, Electric, and Alternate Fuel vehicle educational programs for students entering the industry, and for existing technicians seeking out additional skills and knowledge to remain relevant in today's automotive industry. To remain at the leading edge of this rapidly growing aspect of the automotive industry, it is our intent to continue to introduce new and relevant educational experiences for our students and industry technicians. The ATRE Community College Fuel and Vehicle Technology Training Enhancement Program is the perfect supportive avenue to facilitate updates and additions to our existing alternative fuel vehicle (AFV) programs.

It is our goal to utilize the available funding to make the following improvements to our existing AFV program to enhance student learning and create measurable outcomes:

- 1). Acquire additional applicable alternative fuel vehicles (Chevy Volt, Gen3 or later Prius, and Nissan Leaf, or similar vehicles) to enhance our students hands-on learning experiences across multiple AFV platforms.
- 2). Acquire applicable instructional aides or trainers to enhance the students understanding of these complex systems and obtain hands-on experiences in a more controlled environment.
- 3). Acquire additional diagnostic tools and equipment as identified to remain relevant to the AFV industry, and update existing equipment as applicable.
- 4). Inclusion of introductory topics relevant to Hybrid, Electric, and Alternative fuels content in our subject specific courses.
- 5). Inclusion of new technologies and systems in our existing Hybrid, Electric, and Alternative Fuels courses.
- 6). Expansion of topic areas like: Hydrogen, Fuel cells, brand specific systems, regulatory environment, EV support infrastructure, and advanced technologies, in our existing Hybrid, Electric, and Alternative Fuels courses.
- 7). Faculty training: Introduction, intermediate, and advanced levels of technical update training for all 8 faculty members.

Currently, all of our existing automotive courses utilize Course Level Outcomes, which are formally measured and evaluated on a regular basis (semester to semester in many cases), to ensure that we continue to provide the theoretical and practical learning experiences necessary to meet industry expectations. With the addition of introductory opportunities into our subject specific courses as well, it is our hypothesis that scores associated with the Hybrid, Electric, and Alternate Fuels courses will show positive results due to increased awareness and exposure to these vehicles and systems. We also are confident that feedback from our industry advisors and partners will support the benefits of additional offerings and expansion of our Hybrid, Electric, and Alternative Fuels curricula. Please refer to letters of support from Hunter Engineering Company and Snap On Industrial educational representatives.

Investment in the alternative fuel and vehicle training program at Chabot College supports State of California goals for reducing greenhouse gas emissions and petroleum dependence. The ATRE Community College Fuel and Vehicle Technology Training Enhancement Program will be a catalyst to continue to evolve and enhance the unique opportunities that Hybrid, Electric, and Alternative Fuel vehicles provide to the students of Chabot College as they enter or continue in the automotive field.



Project Alternative and Renewable Fuel and Vehicle Technology Training
 Fiscal Year 2016-2017
 Applicant Chabot-Los Positas Community College District / Chabot College
 Funding Source California Energy Commission



Requested Amount \$192,219.00

The Project Narrative must include a detailed description of the proposed project, goals and objectives, and an explanation of how these will be

Existing Program Background

1. Describe existing for credit technical training program as it pertains to alternative fuel vehicle technician training. Include identification of courses and certificates and/or degrees offered. Also identify industry partners. **Response limited to one page maximum.**

Chabot College has been preparing students and technicians in the automotive and related industries for over 50 years. The Automotive Program at Chabot College is an active participant in providing all levels of instructional opportunities to students interested in beginning careers in the automotive industry, providing updated training and new skills training to existing industry technicians, partners in apprenticeship, and providing pathways for high school and Regional Occupational programs to benefit our society and industry (TOP Code 094800).

In January of 2011 Chabot College began offering Hybrid, Electric, and Alternative Fuel vehicle instruction for the first time as standalone courses. The courses: ATEC 90 Hybrid Vehicle Operation and Servicing, and ATEC 91 Hybrid Diagnosis and Alternative Fuels Technology were developed as part of a grant to address the increasing needs for technician training in the rapidly increasing market of Hybrid, Electric, and Alternative Fuel vehicles, especially prevalent in the San Francisco Bay Area. The courses were developed as modular by design so that they could be utilized by colleges or industry, with the ability to expand or contract to meet available time windows. As a supplement to these courses, Chabot also partnered with Jack Rosebro of Perfect Sky to provide training opportunities for industry, and instructors at Chabot College.

In August of 2012, the two courses (ATEC 90/91) became required components of all automotive and BMW degrees offered at Chabot College. In 2015 Chabot began offering a Certificate of Achievement in Hybrid and Alternative Fuel Vehicles which utilizes ATEC 90/91 along with identified subject courses, to comprise one of the few certificate programs in the state for Hybrid, Electric, and Alternative Fuel vehicles.

Since the launch of ATEC 90/91 at Chabot, we have continued to evolve the program when applicable. We have acquired applicable vehicles, instructional aides, and curriculum to increase our instructional depth in clean diesel and CNG vehicles. More recently, we have expanded our relationship with Tesla, and we have had multiple students obtain various employment opportunities within Tesla as a result of having had access to these types of instructional opportunities. Chabot also partners with BMWNA to provide BMW Level III training for potential dealership technicians, as well as Hunter Engineering to provide students and industry technicians with theoretical and practical training on their industry leading equipment.

As Chabot College is centrally located in the San Francisco Bay Area, the hub of new technology for the world, we are at the heart of the increased adaption of Hybrid, Electric, and Alternative Fuel vehicles. Our students, graduates, and industry technicians are on the front lines to: maintain, service, diagnose, and repair these ever changing and increasingly complex vehicles and systems. The Chabot College Automotive Faculty takes great pride in offering courses and programs that meet the needs of our rapidly changing industry, and preparing our students for a future in the Automotive Industry.



Project Alternative and Renewable Fuel and Vehicle Technology Training
 Fiscal Year 2016-2017
 Applicant Chabot-Los Positas Community College District / Chabot College
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Project Need

2. Discuss existing and anticipated alternative fuel vehicle training needs in the region as well as existing and projected use of and demand of alternative fuel vehicles in the region. *Response limited to one page*

California, more specifically Northern California, is one of the most environmentally conscientious populations in the world. It is this awareness of environmental impact that drove some of the strictest vehicle emissions regulations in the world. As a result, these requirements, automotive and related manufacturers have produced Hybrid, Electric, and Alternative Fuel vehicles for sale to the public and industry.

There are 231,482 PHEV vehicles in California, including 7,786 vehicles being sold as of August for the calendar year 2016 alone. <http://www.pevcollaborative.org/pev-sales-dashboard>

U.S. Electric car sales increased 48% in July 2016 vs. July 2015 <https://cleantechnica.com/2016/08/07/usa-electric-car-sales-48-july/> More than half of California drivers are considering electric cars

<http://www.consumerreports.org/cars/electric-vehicle-interest-strong-california-northeast/>

PHEV Sales Data <http://insideevs.com/monthly-plug-in-sales-scorecard/>

California Auto Outlook Aug. 2016 <http://www.cncda.org/CMS/Pubs/CA%20Auto%20Outlook%20Q%202016.pdf>

The data fully supports the increased need for non-manufacturer-provided training in Hybrid, Electric, and Alternative Fuel vehicles, to supplement the training provided to new car dealership technicians. The awareness and fundamental experiences have proven to be beneficial to students' employment opportunities and for business to expand their vehicle service scope.

Currently, the automotive and related industries are experiencing a huge demand for technicians. This demand is due to many factors that include the economic recovery of the sector which has been enjoying the highest sales in 15 years, the beginning of large scale retirements, and the lack of available programs in the K-12 educational system to expose students to potential careers in the automotive and related industries.

CA LMI Data shows both growth and replacement needs in the automotive industry. East Bay 9.9% and additional 1,180 replacement positions between 2014-2024:

<http://www.labormarketinfo.edd.ca.gov/OccGuides/Detail.aspx?Soccode=493023&geography=0604000071>

Similar demands are reflected nationwide with Federal LMI data. Projected growth between 2014-2024 is 5% not counting replacements: <http://www.bls.gov/ooh/installation-maintenance-and-repair/automotive-service-technicians-and-mechanics.htm>

Vehicle manufacturers have increased their participation with post-secondary education to support the growth of Career Technical Training in an effort to meet their critical need for technicians for both current and future demands.

The increased demand for technicians is in part due to the increasing complexity of today's vehicles. Currently, every manufacturer who sells automobiles in California, also offers an increasing number of Hybrid, Electric, and Alternate Fuel vehicles to meet California regulations. As the percentage of overall vehicle sales mandated to be "Alternative Fuel" increases it is evident that the demand for technicians who can properly maintain, service, diagnose, and repair these specialized vehicles will also increase.



Project Alternative and Renewable Fuel and Vehicle Technology Training
 Fiscal Year 2016-2017
 Applicant Chabot-Los Positas Community College District / Chabot College
 Funding Source California Energy Commission

Requested Amount \$192,219.00

Implementation

3 Describe how project will be implemented in an efficient and cost-effective manner that results in improved for credit technical training. Refer to Solicitation Document for additional details. *Response limited to one page*

Based on the projected timeline of the grant application, we would project the following implementation timeline:

Capital Acquisitions:

- Completed prior to the end of the Spring 2017 semester utilizing applicable vendors and whenever possible, using economies of scale, and existing vendors to reduce costs and speed up acquisitions.
- Utilization of existing reduced cost purchasing programs from partner tool companies such as Snap On and Matco when applicable.
- Potentially, when applicable, working with other institutions during acquisitions to provide for a "group rate" if common items are being purchased.
- Vehicles, instructional aides, tools, equipment and diagnostic items could be implemented as soon as received whenever applicable, otherwise fully implemented by Fall 2017 semester.

Curriculum (Core Program):

- Completed by the end of the Spring 2017 semester for full implementation by Fall 2017 semester start. As subject areas are completed, courses could be implemented as soon as available pending course schedule availability in the Spring 2017 semester.
- Working with existing textbook providers for our core courses, reviewing, and supplementing as necessary, to develop subject specific content related to Hybrid, Electric, and Alternative Fuel vehicles to be included in each core subject area of instruction. These presentations will focus on being an "Introduction" to the unique features related to Hybrid, Electric, and Alternative Fuel vehicles, and will not require extensive development or implementation.

Curriculum (ATEC 90/91: Hybrid and Alternate Fuels Courses):

- Completed by the end of the Spring 2017 semester for full implementation by Fall 2017 semester start. As subject supplemental / updated areas are completed, courses could be implemented as soon as available, pending course schedule availability in the Spring 2017 semester. When possible, utilizing available manufacturer training materials.

Faculty Training:

- Depending on the specific training that the faculty attends, some classes could begin to be attended as early as Winter Break 2016, with others being completed throughout the 2017 academic year. All faculty training will be completed no later than the 2017 Winter Break.

New instruction and course materials will become part of the standard curriculum and thus will continue beyond the term of funding.



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 Funding Source California Energy Commission



Requested Amount

\$192,219.00

Budget

4. Discuss why funds are necessary for the proposed project and how the proposal effectively uses the requested funding. Also describe and document any match share funds committed to the proposed project. *Response limited to one page maximum.*

Funding for California Community Colleges until very recently has been greatly reduced. This reduction over many years negatively impacted the schools' ability to make the necessary ongoing investments in programs to ensure that they remained current with the rapid changes in industry. While Career Technical Education is now of greater focus in education, the funding needs are also seeing higher demand as previously non-offered instructional areas are utilizing these funds as well. It is this "retroactive" need, as well as current, and future needs that we plan to address with the ATRE Community College Fuel and Vehicle Technology Training Enhancement Program.

The grant, if awarded, will be fully focused on improving our overall institutional effectiveness in regards to bringing greater awareness about Hybrid, Electric, and Alternative Fuel vehicles to all of our students, regardless of what degree or certificate program they may choose to participate in. The capital expenditures (vehicles, tools, equipment, etc.) will have benefits to all instructional courses and is not limited to the ATEC 90/91 courses exclusively.

Our topic specific courses (ATEC 90/91) will receive the greatest benefit from this commitment by allowing our programs to evolve into newer more complex vehicles and systems, with the applicable practical experiences.

Based on experience, our budget is composed of faculty training release time for 8 instructors; core course and ATEC 90/91 curriculum development and implementation support; release time for coordination of mandatory meetings and writing of reports; student assistant time in hybrid offerings; benefits calculated at applicable rates; class glove kits and supplies; training and contract services (lab task expertise); and equipment (please refer to budget for detailed list).

It is our overall goal to fully institutionalize Hybrid, Electric, and Alternate Fuel instruction throughout our course offerings. Historically, as we participate in grant supported development, it becomes an integral part of our program, and not subject to removal upon the end of the grant.



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Economic Benefits

5 Describe existing and anticipated use of alternative fuel vehicles in the region and the regional employment needs and skill. Also describe how program implementation will benefit disadvantaged communities. *Response limited to one page maximum.*

Based on a report by Texas A&M Transportation Institute (April 2016), 18% of passenger cars and 11% of commercial vehicles will be "Alternate Fuel" with a bulk of the passenger vehicles being EV.
<http://d2dtl5nnpfr0r.cloudfront.net/tti.tamu.edu/documents/PRC-14-28F.pdf>

Currently, it is visibly apparent that Alternative Fuel vehicles are increasing in numbers on the roads of the San Francisco Bay Area--the nation's #1 hybrid market (*Forbes*; Jan 3, 2013). Passenger cars are not the only segment that has increased. We are also seeing increases in commercial fleets (both passenger, light duty and heavy duty truck), mass transportation (Buses) that have already or are increasingly moving toward greater application of Alternative Fuels. Based on COE employer survey data from July 2014, approximately 41% of auto service technicians in the Bay Area are engaged in the servicing of AFVs, with over 82% of automotive Master Mechanics also working on both AFVs and traditional vehicles--indicating the higher level and quality of training required by AFVs. Similar percentages of AFV technicians and Master Mechanics are reported working in the Bay Area's fleets.

We are also hearing reports from Bay Area car dealers that their EV technicians are being aggressively 'poached by Tesla' to meet Tesla's growing needs at its 11 Bay Area service facilities and nearby Fremont manufacturing plant. The Bay Area is also experiencing an increase in the "Ride Sharing" segment, with some of the larger companies developing partnerships with automotive manufacturers to provide Alternative Fuel and autonomous vehicles. With current and pending regulation, the continued implementation of AFVs will only increase.

As the adoption of AFVs increases, the demand for trained technicians will increase as will the demand for skilled workers to support the peripheral areas related to, or brought on, by these vehicles. The increasing shift in "Alternative Fuel" vehicles brings with it multiple related impacts to existing and future employment opportunities. These opportunities have shown to have a "ripple" effect in many other related and unrelated industries to automotive. If this grant is awarded, Chabot College's resulting improved and updated AFV program will be able to provide many of the additional trained AFV service technicians that the region is demanding.

Examples of impacted industries directly related to changes in automotive vehicle offerings follow: -
 Home Solar: A 2013 survey of California EV owners showed that 39% had home solar that they utilized to charge vehicles <http://evobsession.com/39-of-california-ev-owners-have-solar-panels/> - Recently Tesla has acquired Solar City with plans to offer "solar and home battery storage packages" to current and future Tesla owners:
<http://www.tesla.com/blog/tesla-and-solarcity-combine>

As technologies continue to advance at a rapid pace, and industries grow to meet demands, it has become apparent that our workforce is both insufficient in numbers, but also insufficiently prepared. This void creates opportunities for members of all communities, regardless of circumstance, to benefit in these educational investments to create new and improved employment opportunities. Cities served by Chabot are among the poorest in Alameda County (U.S. Census Bureau, 2011). Chabot students struggle financially: 76% of surveyed students report household income levels of either low or low to medium based on federal poverty rate guidelines.



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Equipment Acquisition & Related Materials

Activities	Timeline	Responsible Person(s)	Measurable Outcomes
1 Acquire Chevrolet Volt or similar vehicle	Prior to 5/2017	Kurt Shadbolt & District Purchasing	Increased student experiences with multiple vehicle brands and systems
2 Acquire Toyota Prius Gen 3 or later	Prior to 5/2017	Kurt Shadbolt & District Purchasing	Increased student experiences with multiple vehicle brands and systems
3 Acquire Nissan Leaf	Prior to 5/2017	Kurt Shadbolt & District Purchasing	Increased student experiences with multiple vehicle brands and systems
4 Toyota TIS Techstream 2.0	Prior to 5/2017	Kurt Shadbolt & District Purchasing	Use and application of OEM diagnostic equipment
5 Clipper Creek Level 2 Charging Station (32A)	Prior to 5/2017	Kurt Shadbolt & District Purchasing	Proper use and operation of Level II charging
6 Installation of Clipper Creek Level 2 Charger	Prior to 5/2017	Chabot M&O	
7 HyDrive Electric Vehicle Trainer	Prior to 5/2017	Kurt Shadbolt & District Purchasing	Focused learning on complex system in a more controlled and exposed environment
8 Hybrid Planetary Gearset Trainer	Prior to 5/2017	Kurt Shadbolt & District Purchasing	Focused learning on complex system in a more controlled and exposed environment
9 Miscellaneous used hybrid parts (battery, transmission, converter / inverter, motors)	Prior to 5/2017	Kurt Shadbolt & District Purchasing	Hands on experience with integral components in a controlled and exposed environment

10	Toyota Gen 2 Prius (Replace old existing units)	Prior to 5/2017	Kurt Shadbolt & District Purchasing	Increased student experiences with multiple vehicle brands and systems
11	GM Vehicle Communication Interface Pkg (with 2 years subscription)	Prior to 5/2017	Kurt Shadbolt & District Purchasing	Use and application of OEM diagnostic equipment
12	Laptop PC for GM Interface Pkg	Prior to 5/2017	Kurt Shadbolt, Campus IT, & District Purchasing	Use and application of OEM diagnostic equipment
13	Mongoose Pro GM Cable	Prior to 5/2017	Kurt Shadbolt & District Purchasing	Use and application of OEM diagnostic equipment
14	Consulab EM200-29 Hybrid Planetary Trainer	Prior to 5/2017	Kurt Shadbolt & District Purchasing	Hands on experience with integral components in a controlled and exposed environment
15	NADA N300 Hydrogen Drive Trainer	Prior to 5/2017	Kurt Shadbolt & District Purchasing	Hands on experience with Hydrogen fuel cell functions and operation in a controlled environment
16				



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Curriculum Modification or Development

Activities	Timeline	Responsible Person(s)	Measurable Outcomes
1 Development of subject specific "Introduction" curriculum and presentations	Prior to 8/2017	Kurt Shadbolt & Faculty as identified	Improved student awareness and exposure to better preparing them for the ATEC 90/91 courses
2 Development or acquisition of hydrogen related curriculum	Prior to 8/2017	Kurt Shadbolt & Faculty as identified	Expansion of existing content and provide a hands on learning experience
3 Development of content related to "new" battery technologies	Prior to 8/2017	Kurt Shadbolt & Faculty as identified	Expansion of existing content to include newer battery technology
4 Development of content related to battery charging	Prior to 8/2017	Kurt Shadbolt & Faculty as identified	Expansion of existing content to include newer battery technology
5 Development of shop practical work to support newer vehicle systems	Prior to 8/2017	Kurt Shadbolt & Faculty as identified	New practical experiences on different vehicles
6 Development of content as "Introduction" to new vehicle technology (Autonomous, etc)	Prior to 8/2017	Kurt Shadbolt & Faculty as identified	Improved student awareness and exposure to new vehicle technology
7			
8			
9			



Project
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Faculty Professional Development

	Activities	Timeline	Responsible Person(s)	Measurable Outcomes
1	Hybrid and/or electric vehicle training as identified	Completed by 1/2018	Kurt Shadbolt & Faculty as identified	Increased knowledge and experience by faculty to improve instruction throughout program
2				
3				
4				
5				
6				
7				
8				
9				



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Application Budget Summary

NOTE: Start with Budget Detail Sheet. Category expenditures will auto-fill onto Budget Summary Sheet.

Object of Expenditure	Classification	Total Program Funds Requested
1000	Instructional Salaries	\$35,000.00
2000	Noninstructional Salaries	\$5,000.00
3000	Benefits	\$5,871.00
4000	Supplies and Materials	\$2,000.00
5000	Other Operating Expenses and Services	\$25,080.00
6000	Equipment	\$111,875.00
TOTAL DIRECT COSTS:		\$184,826.00
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$7,393.00
TOTAL COSTS:		\$192,219.00

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that the funds shall be spent in compliance with State and Federal Regulations.

Responsible Dean/Administrator
 Name: Kristin Lima, Ed.D. Date: _____
 Authorized Signature: _____

District Chief Business Officer (or Authorized Designee)
 Name: Lorenzo Legaspi Date: _____
 Authorized Signature: _____



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Object of Expenditure	Classification	Funds Requested
1000	Instructional Salaries	
	Faculty training release time (8 instructors, 68 hours at \$46.85 per hour)	\$25,494.00
	Core course curriculum development and implementation support (60 hours x \$45.00)	\$2,700.00
	ATEC 90/91 curriculum development and implementation support (60 hours x \$45.00)	\$2,700.00
	Release for reporting (2 CAH= \$4106) coordination of mandatory meetings & required reports	\$4,106.00
2000	Non-Instructional Salaries	
	Student assistant in hybrid for 10 hours per week	\$5,000.00
3000	Benefits	
	HW Benefits at 15% for 1000 and 7% for 2000	\$5,871.00



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Object of Expenditure	Classification	Funds Requested
4000	Supplies and Materials	
	List type and costs. For example, software, instructional supplies, non-instructional supplies, etc.	
	Class 0 Glove Kits (4 @ \$125.00 each) plus misc. supplies _____ _____ _____ _____	\$2,000.00 _____ _____ _____
5000	Other Operating Expenses and Services	
	Training	\$22,080.00
	Travel for Professional Development	_____
	Travel and Mileage	_____
	Workshop/Conference Expenses	_____
	Other Training (e.g., Online Courses)	_____
	Consultant Services	_____
	Contract Services	\$3,000.00
Other (please specify)	_____	



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Object of Expenditure	Classification	Funds Requested
6000	Equipment	
	List Types and Cost	
	Chevrolet Volt	\$20,000.00
	Toyota Prius Gen 3	\$20,000.00
	Nissan Leaf	\$20,000.00
	Toyota TIS Techstream 2.0 (2)	\$15,000.00
	Clipper Creek Level II Charging Station (32A)	\$600.00
	Installation costs for Clipper Creek Charging Station	\$500.00
	HyDrive Electric Vehicle Trainer (NADA N300)	\$3,675.00
	Hybrid Planetary Gearset Trainer (Consulab EM200-29)	\$3,500.00
	Used Hybrid Parts (Battery, Transmission, converter / inverter, motors)	\$5,000.00
	Toyota Gen 2 Prius (2)	\$20,000.00
GM Vehicle Communication Interface Pkg (2 yr subscription) and laptop PC	\$3,100.00	
Mongoose Pro GM Cable	\$500.00	



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Match is not a required component, but is desired. Match can either be direct or in-kind.

Source of Match	Description	Amount
Direct Match		
In-Kind Match		
	Total:	0



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Grantee

(District/College) Chabot-Las Positas Community College District / Chabot College
Address: 7600 Dublin Blvd, 3rd Floor
City: Dublin State: CA Zip: 94568

District Superintendent/President (or Authorized Designee)

Name: Jannett N. Jackson, Ph.D. Phone: 925-485-5218
Title: Chancellor Fax: _____
E-Mail: jjackson@clpccd.org
Signature: _____

Responsible Dean/Administrator

Name: Kristin Lima, Ed.D. Phone: 510-723-6652
Title: Dean of Applied Technology and Business Fax: _____
E-Mail: klima@chabotcollege.edu
Signature: _____

District Chief Business Officer (or Authorized Designee)

Name: Lorenzo Legaspi Phone: 925-485-5203
Title: Vice Chancellor of Business Services Fax: _____
E-Mail: llegaspi@clpccd.org
Signature: _____

Lead Faculty

Name: Kurt Shadbolt Phone: 510-723-7067
Title: Automotive Faculty Fax: 510-723-7616
E-Mail: kshadbolt@chabotcollege.edu
Signature: _____

Vendor Intake/Setup Form Procedure

Purpose

This form is used for setting up New Vendors in the Colleague Finance System. And recently this form is also being used for making revisions in the system to an existing vendor (e.g., address change; add an address sequence, contact information, etc.)

The Initiator:

For New Vendors

- 1) Contacts the vendor to obtain the information requested on the Vendor Intake/Setup Form.
- 2) Completes (or asks the vendor to complete the form) and submits the form to Purchasing via email. Where possible, keep in Excel format for copying and pasting function in set up. After saving the completed form on your Desktop, select File, Send To, Mail Recipient (as Attachment), enter the name of the appropriate Tech and click Send.

For Existing Vendors

- 1) Enters the Vendor ID number in the box (top right) of the Intake Form and enters vendor name to confirm. Enter only the changes needed for that vendor. Send to Purchasing.
Note: Notification of Company/Corporation name change **MUST** come from vendor.

The Tech:

- 1) Sets up the new vendor ID number in the Colleague Financial system
- 2) Emails the vendor ID number to the Initiator. (Note: when sending via email, press Enter (to move to a different cell) after ID number is entered, then select File, Send To, Mail Recipient (as Attachment) to return to Initiator.

Any requests for setting up an employee or a student in the Colleague Finance database system are to be sent to Accounts Payable.

The Tech's area of responsibility is based on the FIRST LETTER of the Individual's LAST NAME, or the FIRST LETTER of the Company Name.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification:	
<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
<input style="width: 100%;" type="text"/> - <input style="width: 100%;" type="text"/> - <input style="width: 100%;" type="text"/>	
Employer identification number	
<input style="width: 100%;" type="text"/> - <input style="width: 100%;" type="text"/>	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶
	Date ▶

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),
- Certify that you are not subject to backup withholding, or
- 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

San Diego Community College District
Purchasing & Contract Services - 619-388-6562
<http://bussrv.sdccd.edu/purchasing>

Vendor ID (Colleague)

VENDOR INTAKE / SETUP FORM

(Click here for Instructions / Procedure)

- New Vendor:** Complete ALL the information below.
- Existing Vendor:** Enter Vendor ID # (in box at top right) and indicate changes below.
- Employee or Student:** Complete and send directly to Accounts Payable.

*DBA Name (as shown on your Invoice) _____

Primary Contact Name _____

New Address (or moved to) _____

Old Address (if moved from) _____

Add sequence API Add change

City _____ State _____ Zip Code _____

Telephone _____ Fax _____ Email _____

Vendor Website address _____

Commodity Code(s) _____ [Click here for list of commodity codes.](#)

New Vendors must submit a completed & SIGNED W-9 Form to effect payment.

[Click here to retrieve the W-9 Form from the IRS website](http://www.irs.gov/pub/irs-pdf/fw9.pdf)
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Notification of Company/Corporation name change MUST originate from vendor.*

MINORITY, WOMAN AND DISABLED VETERAN-OWNED BUSINESS ENTERPRISE CERTIFICATION SECTION

This section **MUST BE COMPLETED** for the District's State Reporting.

Business Category

- Minority-Owned
- Woman-Owned
- Disabled-Veteran-Owned

Ethnicity

- Native American/Alaskan Native
- Asian/Pacific Islander
- Black/African American
- Hispanic/Latino
- Caucasian/White

Consistent with State law, administrative regulations, and the District's Equitable Opportunities for Business Enterprises Program, a specific declaration as to your status is required.

SDCCD Employee: Enter Name & Email address to be notified by Purchasing of the Vendor ID number.

Name _____ Email Address _____

Email this Vendor Intake/Setup form to the appropriate Tech listed below. If vendor is new, include the W-9 form. The Tech's area of responsibility is based on the **FIRST LETTER** of the Individual's LAST NAME, or the **FIRST LETTER** of the Company Name.

SDCCD, District Office, Purchasing and Contract Services

A - I Karen Woods
J - R Judith Griffin
S - Z & #'s Arsenia Tantoco

FUNDING OPPORTUNITY



ATRE – Community College Alternative Fuel and Vehicle Technology Training Enhancement Program



August 2016

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Appendix A - San Diego Community College District Terms and Conditions

I. Introduction

A. PURPOSE OF SOLICITATION

This is a competitive solicitation. The Advanced Transportation and Renewable Energy Program in concert with funding through the Energy Commission is seeking applications from eligible community colleges to facilitate community college alternative fuel technical training programs throughout California. Funds are to enhance for credit alternative fuel technical training programs with an emphasis on addressing the regional alternative fuel workforce technical training needs for those who will be employed by fleets, dealerships, independent shops and similar organizations.

Funds can be used to: 1) acquire equipment and related software/tooling for lab instruction; 2) develop or modify existing curriculum; and 3) provide faculty professional development.

Projects funded under this solicitation must demonstrate a significant need for alternative fuel technical training needed in the region. It is assumed that such training will focus on natural gas and electric fuel and vehicle technologies. If substantial evidence for other fuels or technologies, such as hydrogen, can be demonstrated those will be considered as well.

B. KEY ACTIVITIES AND DATES

Key activities including dates and times for this solicitation are presented below. An addendum will be released if any dates change.

ACTIVITY	ACTION DATE
Announcement – Flyer Distributed	July 18, 2016
Solicitation Release	August 1, 2016
Pre-Application Webinar	August 8, 2016 – 10:00 am
Deadline for Written Questions	August 15, 2016
Anticipated Distribution of Questions/Answers	August 22, 2016
Deadline to Submit Applications by 5:00 p.m.	September 23, 2016
Anticipated Notice of Proposed Awards Posting	October 30, 2016
Anticipated Approval Date *	December 15, 2016
Complete Equipment Purchase	June 1, 2017
Complete Faculty Professional Development	October 27, 2017
All new curriculum offered Spring 2018	January 2, 2018
Final Report	February 1, 2018
*Assumes Completion of College Approval Process to Accept Budget and Spend	

C. HOW AWARD IS DETERMINED

Applicants are evaluated against the published screening and scoring criteria and ranked according to score. Applications will be recommended for funding beginning with the highest passing score and will continue down the ranked list until funds available under this solicitation are exhausted. The lowest ranked Application with a passing score may receive only partial funding. Only applications that have met the minimum passing score will be considered for funding.

An overall goal is to ensure from both a statewide and regional perspective that a foundation for regional alternative fuel vehicle training is in place. This works to support a continual advancement in the use of alternative fuels in the transportation sector throughout California in concert with overall state policies and programs. The number of awards per region will be based on the combined score and the use of alternative fuels in the region as evidenced in the Project Need section of the application. The Regions correspond to the California Community College Chancellor's Office community college regional designations. In all cases an applicant must receive a passing score to be considered for funding. If no applicant within a region receives a passing score, then no projects will be considered for that region. In such a circumstance remaining funds may be used to fund more competitive awards from other regions with the acknowledgement and confirmation of the Energy Commission. Community college regions are noted below.

COMMUNITY COLLEGE REGIONS*
Region A: North/Far North Northern Inland: Butte, Colusa, Glenn, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou and Tehama Counties Northern Coastal: Del Norte, Humboldt, Lake, Mendocino and Trinity Counties Greater Sacramento: El Dorado, Nevada, Placer, Sacramento, Sutter, Yolo and Yuba Counties.
Region B: Bay Area North Bay: Marin, Napa, Sonoma and Solano Counties San Francisco/San Mateo/East Bay: Alameda and Contra Costa Counties Silicon Valley: Santa Clara County Santa Cruz / Monterey
Region C: Central Valley/Mother Lode Central Valley: Fresno, Kern, Kings, Madera, Merced, San Benito, San Joaquin, Stanislaus and Tulare Counties Mother Lode: Alpine, Amador, Calaveras, Inyo, Mariposa, Mono and Tuolumne Counties
Region D: South Central South Central Coast: San Luis Obispo, Santa Barbara and Ventura Counties
Region E: San Diego / Imperial San Diego/Imperial: San Diego and Imperial Counties
Region F: Inland Empire Inland Empire: Riverside and San Bernardino Counties
Region G: Los Angeles/Orange County Los Angeles/Orange: Los Angeles and Orange Counties
* Regional Description Source: California Community Colleges Economic and Development Annual Report 2014-15, March 1, 2016, Appendix B

The Energy Commission reserves the right to reduce the amount of any award for any reason. In the event of a reduced award, the Recipient and Program Director (PD) shall meet and reach agreement on a reduced scope of work commensurate with the level of available funding.

D. AVAILABILITY OF FUNDS

A total of approximately \$1,600,000 is available for the agreements resulting from this solicitation.

E. MAXIMUM AWARD AMOUNTS

The maximum funding amount per Application is \$200,000.

F. MAXIMUM NUMBER OF APPLICATIONS

Applicants are only eligible to submit one Application.

G. PRE-APPLICATION WEBINAR

There will be a Pre-Application Webinar; participation in this is optional but encouraged. The Pre-Application Webinar will be held through participation in a conference call on August 8 at 10:00 am. Please contact Nicole Sherman at sherman.nicole@hotmail.com or refer to the ATRE's website at 4nrg.org to confirm the date, time, and call-in number.

H. QUESTIONS

During the solicitation process, questions of clarification about this solicitation must be directed to the Technical Assistance Provider listed in the following section: You may ask questions at the Pre-Application Webinar, and you may submit written questions via e-mail for seven (7) days after the Pre-Application Workshop. However, all questions must be received by 3:00 pm on the date listed in the Key Activities and Dates table earlier in this solicitation.

Question and answer sets will be e-mailed to all parties who request them as well as all who attended the Pre-Application Webinar and provided their contact information. The questions and answers will also be posted on the ATRE's website at: 4nrg.org.

Any verbal communication concerning this solicitation is not binding and shall in no way alter a specification, term, or condition of the solicitation. Therefore, all communication should be directed in writing as noted above.

I. CONTACT INFORMATION

Nicole Sherman, Technical Assistance Provider
Advanced Transportation & Renewable Energy Sector
California Community Colleges
8941 Atlanta Avenue, #528
Huntington Beach, California 92646

Telephone: (714) 334-0042
E-mail: sherman.nicole@hotmail.com

J. REFERENCE DOCUMENTS

Applicants responding to this solicitation may want to familiarize themselves with the following documents:

1. 2015-2016 Investment Plan Update for the Alternative and Renewable Fuel and Vehicle Technology Program (CEC-600-2014-009-LCR)
<http://www.energy.ca.gov/2014-ALT-01>.
2. Greenhouse Gas Reduction Target: Executive Order B-30-15
<https://www.gov.ca.gov/news.php?id=18938>

II. Eligibility Requirements

A. APPLICANT REQUIREMENTS

1. Eligibility

Eligible applicants are limited to all California Community Colleges.

2. Terms and Conditions

The Energy Commission's funding flows through the San Diego Community College District and the contracts will be processed in accordance with their standard Terms and Conditions. Each grant agreement resulting from this solicitation will include terms and conditions that set forth the recipient's rights and responsibilities. By signing the Application Form each applicant agrees to enter into a contract with the San Diego Community College District to conduct the proposed project according to the terms and conditions that correspond to its organization.

Failure to agree to the terms and conditions by taking actions such as failing to sign the Application Form or indicating that acceptance is based on significant modification of the terms will result in rejection of the application. Applicants must read the terms and conditions carefully.

B. PROJECT REQUIREMENTS

All Applicants must be a California Community College.

1. **Alternative Fuel/Vehicle Training:** To be eligible, community colleges must already have in place transportation technical training programs, such as automotive or heavy duty corresponding to TOP Codes 094700, 094800 and/or 094840. This funding is not for the establishment of a new program; nor is it intended to support technical training associated with fueling infrastructure installation and maintenance. To the extent that any technician needs to understand fueling systems, such equipment and

training can be included, but should not be the primary focus of any application.

Funding is to be in support of for credit technical training programs. It can be used to: 1) acquire equipment and related software/tooling for lab instruction; 2) develop or modify curriculum; and 3) provide faculty professional development.

In all cases an applicant should identify:

- Specific equipment to be purchased and estimated cost
- Associated materials such as diagnostic software and tools needed for technical training and estimated cost
- Specific existing courses equipment and related materials will be used to support and by when such enhanced courses will be delivered.
- Any new curriculum to be developed and a timeline of the curriculum development process (note all curriculum, including power points must be submitted upon completion in order to receive final payment and will be posted on the 4nrg.org website)
- A description of how the existing and/or new curriculum integrates into existing and/or new certifications and degrees.
- A description of the type of faculty professional development to be acquired and associated budget with such training.

2. ***Disadvantaged Communities:*** It is anticipated that all projects covered by this Solicitation will work toward the reduction of greenhouse gas (GHG) and pollutant emissions as trained technicians will work to ensure that alternative fuel vehicles operate at manufacturer specifications.

However, under economic benefits, applicants need to demonstrate how their projects benefit disadvantaged communities (DAC). For one option to demonstrate such benefit, the Office of Environmental Health Hazard Assessment (OEHHA) in the California Environmental Protection Agency (CalEPA) has developed the California Communities Environmental Health Screening Tool: CalEnviroScreen Version 2.0 (CalEnviroScreen 2.0)¹. The CalEnviroScreen 2.0 tool can be used by applicants to discuss how their project will benefit DACs. As well, it is acceptable for applicants to use other or additional information to demonstrate direct and indirect community benefits.

C. MATCH FUNDING REQUIREMENTS

Applicants are not required to provide a match share. However, the inclusion of match, either direct or indirect is encouraged and may be used to separate closely scored proposals.

¹ <http://oehha.ca.gov/ej/ces2.html>

Any included match must adhere to the following requirements:

1. Applicants must disclose the source and provide verification and documentation for the match share funding committed to the project.
2. Recipients should strive, to the greatest extent possible, to budget match funding to be expended prior to, or concurrently with, program reimbursable funding. If necessary, the Program Director reserves the right to negotiate the proposed budget prior to agreement execution to more closely align program and match share expenditures.
3. Match share funding may be in the form of cash or in-kind contributions.
 - a. For match share funding in the form of cash contributions committed by the Applicant or by a third party, Applicant must submit a letter of commitment from each match share partner identifying the source(s) and provide the specific dollar value committed as match share funding to the project.
 - b. For match share funding in the form of in-kind contributions committed by the Applicant or by a third party, Applicant must submit a letter of commitment from each match share partner identifying the source(s) and provide the specific dollar value committed as match funding to the project that includes, but is not limited to:
 - o Private financing.
 - o In-house personnel and contract labor costs.
 - o Costs for indirect overhead, fringe benefits, and general and administrative.
 - o Rental or lease value of buildings, equipment, or tangible real property integral to the project as long as the value of the match contribution is based on documented market values or book values, prorated for its use during the project, and depreciated or amortized over the term of the project term using generally accepted accounting principles (GAAP).
4. Match share expenditures (cash and/or in-kind) must be documented, reasonable, allowable, and allocable to the project as determined by the Program Director.
5. Ineligible match share sources include revenues from the prospective operation outside the scope of the proposed project or from an activity outside the project term.

III. Excel Application Form, Required Documents, and Delivery

A. REQUIRED FORMAT FOR AN APPLICATION

This section contains the easy format requirements and instructions on how to submit the Excel Application Form application. The format is prescribed to assist the applicant in meeting the requirements and to enable the evaluation of each application uniformly and fairly. Applicants must follow all application format instructions, answer all questions, and supply all requested data.

All applications submitted under this solicitation must use a standard 11-point font, single-spaced and a blank line between paragraphs. Original application, with original signatures in blue ink should be bound only with a binder clip.

B. NUMBER OF COPIES

Applicants must submit the original and 4 copies of the application.

Applicants must also submit electronic files of the application on **USB memory stick** along with the paper submittal. Only one USB memory stick is needed. Electronic files must be in the Excel Office Suite application format provided. Electronic files submitted via e-mail will not be accepted.

C. PACKAGING AND LABELING

The original and copies of the application must be labeled "ATRE – Community College Alternative Fuel and Vehicle Technology Training Enhancement Program," and include the title of the Application. Include the following label information and deliver your application, in a sealed package:

Person's Name, Phone #
Applicant's Name
Street Address
City, State, Zip Code

Nicole Sherman
ATRE Sector, California Community Colleges
8941 Atlanta Avenue, #528
Huntington Beach, CA 92646

D. PREFERRED METHOD FOR DELIVERY

An applicant may deliver an application by:

- U.S. Mail
- Other Shipping Carrier (i.e., FedEx, UPS, DHL)

Applications must be delivered prior to the date and time specified in this solicitation. Applications received after the specified date and time are

considered late and will not be accepted. **No Exceptions.** Postmark dates of mailing and E-mail transmissions are not acceptable in whole or in part, under any circumstances.

E. APPLICATION INSTRUCTIONS

Application Form

Applicants must include a complete and signed Application Form as provided at 4nrg.org. The Application Form must be signed by an authorized representative of the applicant's organization. This signature certifies that all information in the application is correct and complete to the best of the applicant's knowledge **AND** that the applicant has read the Terms and Conditions and will accept them without negotiation if awarded.

1. Executive Summary

Each application must contain an Executive Summary that, at a minimum, includes: a project description, project goals, and measurable objectives to be achieved. The maximum length of the Executive Summary is one (1) page and is found on the first tab of the Application Form.

2. Project Narrative

The Project Narrative, located on the second tab of the Application Form, must include a detailed description of the proposed project, goals and objectives, and an explanation of how these will be implemented.

The maximum length of the Project Narrative is five (5) pages, comprised of one page for each section heading, as indicated on the Application Form. The Executive Summary is not included in this page limit restriction.

Applicants should address each of the scoring criteria described in Section IV providing sufficient, unambiguous detail so that the Evaluation Committee will be able to evaluate the application against each scoring criterion.

Project Narratives should respond directly to each criterion using the exact headings as titled below, and should include the following information:

- a. **Existing Program Background:** Applicant should describe their existing for credit technical training program as it pertains to alternative fuel vehicle technician training. This should include identification of courses and certificates and/or degrees offered. (Note it is understood that some courses will have alternative fuel vehicle technical training embedded in them and not be solely dedicated to alternative fuels. These can be included in this section.) In addition, the Applicant should identify their industry partners, particularly those who use, sell or maintain alternative fuel vehicles.

- b. **Project Need:** Applicant should discuss the existing and anticipated alternative fuel vehicle training needs in the region. In addition, the applicant should describe the existing and projected use of and demand for alternative fuel vehicles in the region.
- c. **Implementation:** Applicant should describe how the project will be implemented in an efficient and cost-effective manner that results in improved for credit technical training.
- Discuss how the tasks in the workplan and the dates in the project schedule are complete, credible, and logical and will lead to successful and scheduled completion of the project.
 - Identify which existing courses will be enhanced by implementation of the project and by when.
 - Identify any new course(s) to be developed and by when such course(s) will be delivered.
 - Discuss the plan to continue providing such technical training beyond the term of the funding agreement, refer to the college's Program Review documentation.
- d. **Budget:** Applicant must complete the Budget Detail Sheet (tab 7 of Application Form) with all requested budget details. The budget forms must be filled out completely and accurately (see number 4, Budget Forms, below). Additionally, within the Project Narrative, Applicants should discuss:
- Why funds are necessary for the proposed project.
 - How the proposal effectively uses the requested funding
 - Describe and document any match share funds committed to the proposed project.
- e. **Economic Benefits:** Applications must describe background, assumptions, and methodologies utilized to describe benefits.
- Describe the existing and anticipated use of alternative fuel vehicles in the region.
 - Describe the regional employment needs and skill enhancement associated with alternative fuel vehicle use.
 - Describe how the program implementation will benefit disadvantaged communities.

3. Workplan

Applicants must complete the three (3) Workplans included on the Application Form, which address Equipment Acquisition and Related Materials, Curriculum Modification or Development, and Faculty Professional Development.

Applicants must present comprehensive and credible Workplans that include, in a logical manner, the project schedule, the sequence of tasks, and how the tasks are related to or are dependent on each other. **NOTE:** Failure to meet program dates, most importantly the purchase of equipment by June 1, 2017, can result in termination of the award.

All work must be scheduled for completion by no later than January 31, 2018 to allow timely processing of final invoices before the liquidation date of the funds.

4. Budget Forms

- a. The applicant must submit information on **all** budget forms, beginning with the Budget Details sheet found on the Application Form. Information entered on the Budget Details sheet will populate onto the Budget Summary sheet. All budget forms are required because they will be used for the agreement prepared with the winning applicant(s).
- b. The information provided in these forms will **not** be kept confidential.
- c. All reimbursable expenditures must be expended within the approved term of the funding agreement.
- d. The Budget should allow for the expenses of a Kick-off Meeting, at least one (1) Critical Project Review meeting, and a Final meeting. It is anticipated that meetings will be conducted at the college site.
- e. The Budget should allow for the preparation and submission of quarterly progress reports (1-2 pages each) during the approved term of the agreement and a Final Report. Instructions for preparing the Final Report will be provided to successful applicants.
- f. The use of purchased equipment may continue after the completion of this agreement as long as the use is consistent with the intent of the original agreement.
- g. Applicants shall **NOT** budget for, and **CANNOT** be reimbursed for, more than their actual allowable expenses (i.e., the budget cannot include profit, fees, or markups) under the agreement.

5. Contacts List

Applicants must include a completed Contacts List, the last tab of the Application Form, by including the appropriate points of contact for the Applicant. The Energy Commission will complete the Energy Commission points of contact during agreement development.

6. Advisory Board Information

Applicants must include a list of Advisory Board members and the minutes of the last two Advisory Board meetings, including the meeting sign in sheet. This is to be done in hard copy format only and attached to the hard copy submittal.

7. Letters of Support

Any Letters of Support should include sufficient contact information to facilitate contact with the letter writer, as necessary. Letters should be limited to 1 page maximum each. Applicants are encouraged to submit letter(s) of support that further substantiate the need for the project and/or document any matching funds. This is to be done in hard copy format only and attached to the hard copy submittal.

IV. Evaluation Process and Criteria

A. APPLICATION EVALUATION

Each Application will be evaluated and scored based on the response to the information requested in this solicitation. The entire evaluation process is confidential.

To evaluate all applications, an Evaluation Committee will be established by the Energy Commission. The Evaluation Committee may consist of Energy Commission staff or staff of other California state entities. No community colleges will be represented on the Evaluation Committee.

1. Administrative Screening Criteria

Applications that fail any of the Administrative Screening Criteria shall be disqualified and eliminated from further evaluation.

ADMINISTRATIVE SCREENING CRITERIA	
1	The application is received by the due date and time specified in the "Key Activities Schedule" (Section I. B.).
2	The Applicant has signed the Budget Summary sheet and Contacts sheet within the Application Form, thereby agreeing to the Terms and Conditions, the Special Terms and Conditions, and to meet all requirements of the solicitation. The Applicant must not have included any statement in the Application that acceptance is based on modifications to those terms and conditions or separate terms and conditions.
3	The Applicant is eligible.

2. Grounds to Reject an Application or Cancel an Award

Applications that do not pass the screening stage will be rejected. In addition, an application can be rejected and/or an award cancelled if the following circumstances are discovered at any time during the application or agreement process:

- The application contains false or intentionally misleading statements or references that do not support an attribute or condition contended by the applicant.

- The application is intended to erroneously and fallaciously be misleading in its evaluation and the attribute, condition, or capability is a requirement of this solicitation.
- The application does not literally comply or contains caveats that conflict with the solicitation, and the variation or deviation is material.
- The application is not submitted in the format specified in Section III (Application Format, Required Documents, and Delivery) of the solicitation.

3. Technical Evaluation

After Applications pass the Administrative Screening Criteria, Applications will then be submitted to the Evaluation Committee to review and score based on the Scoring Criteria in this solicitation. During the technical evaluation and scoring process, the Evaluation Committee may schedule an interview or ask questions for the purpose of clarification and verification of information provided in the Application.

The total score for each Application will be the average of the combined scores of all Evaluation Committee members.

A minimum score of 70 percent is required for the application to be eligible for funding.

Awards will be based on the highest ranked project consistent with a statewide regional approach as noted previously. (See Section I. C. How Award is Determined).

B. SCORING SCALE

Using the Scoring Scale, the Evaluation Committee will score each Application for each criterion described in the Scoring Criteria.

POSSIBLE POINTS	INTERPRETATION	EXPLANATION FOR PERCENTAGE POINTS
0%	Not Responsive	Response does not include or fails to address the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
10-30%	Minimally Responsive	Response minimally addresses the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
40-60%	Inadequate	Response addresses the requirements being scored, but there are one or more omissions, flaws, or defects or the requirements are addressed in such a limited way that it results in a low degree of confidence in the proposed solution.
70%	Adequate	Response adequately addresses the requirements being scored. Any omission(s), flaw(s), or defect(s) are inconsequential and acceptable.

80%	Good	Response fully addresses the requirements being scored with a good degree of confidence in the Applicant's response or proposed solution. No identified omission(s), flaw(s), or defect(s). Any identified weaknesses are minimal, inconsequential, and acceptable.
90%	Excellent	Response fully addresses the requirements being scored with a high degree of confidence in the Applicant's response or proposed solution. Applicant offers one or more enhancing features, methods or approaches exceeding basic expectations.
100%	Exceptional	All requirements are addressed with the highest degree of confidence in the Applicant's response or proposed solution. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.

C. SCORING CRITERIA

Applicant will be scored on completeness in addressing all the bulleted items listed, and the depth, breadth, and consistency of the response.

Scoring Criteria	Maximum Possible Points
1. Existing Program Background: Applications will be evaluated on the degree to which: <ul style="list-style-type: none"> • The existing for credit program is primed to address alternative fuel vehicle technical training needs within the region. • The existing program has a fully functioning working relationship with industry partners who use, maintain and/or sell alternative fuel vehicles. 	15
2. Project Need: Applications will be evaluated on the degree to which: <ul style="list-style-type: none"> • A need for technical training is demonstrated through employment needs or other relevant data and/or information. • The region has and continues to demonstrate the increasing use of alternative fuel vehicles. 	20
3. Implementation: Applications will be evaluated on the degree to which: <ul style="list-style-type: none"> • The tasks in the Workplans and the dates in the project schedule are complete, credible, and logical and will lead to successful and scheduled completion of the project. • All work is completed in such a manner as to allow for an indication of student enrollment in enhanced existing courses and/or new courses by Spring Semester 2018. • The plan to continue operating the proposed project extends beyond the term of the funding agreement. 	35
4. Budget: Applications will be evaluated on the degree to which:	15

<ul style="list-style-type: none"> • The budget forms are filled out completely and accurately. • Requested funds are demonstrated as a necessary investment for project implementation. • How the requested funds are used in an effective manner 		
5. Economic Benefits Applications will be evaluated on the degree to which: <ul style="list-style-type: none"> • The extent to which the region has and will experience growing use of alternative fuel vehicles. • The regional employment needs for technicians working on alternative fuel vehicles. • The extent to which new skills are needed for existing employees of organizations using or planning to use alternative fuel vehicles. • The extent to which program implementation benefits disadvantaged communities. 	15	
Total Possible Points		100
Minimum Passing Score (70%)		70

D. NOTICE OF PROPOSED AWARDS

The results of the evaluation will be posted on the 4nrg.org website and will include the recommended funding level and the rank order of applicants. In addition, the results will be mailed to all parties that submitted an application.

E. DEBRIEFINGS

Unsuccessful applicants may request a debriefing after the release of the results. A request for debriefing must be received no later than 15 days after the NOPA is released.

F. TIE BREAKERS

If the score for two or more applications are tied, the application with a higher Project Implementation Score will be ranked higher. If still tied, the project match will be considered to determine which will be ranked higher. If still tied, an objective tie-breaker (such as a random drawing) will be used.

V. Administration

A. COST OF DEVELOPING APPLICATION

The applicant is responsible for the cost of developing an application, and this cost cannot be charged to the agreement.

B. CONFIDENTIAL INFORMATION

No application will be accepted that has any portion marked confidential. In addition, ALL curriculum developed under this agreement must be provided in full, including associated power points, task sheets, lab work directions and any related information. It will be posted on the 4nrg.org website as a resource for all community colleges.

C. ERRORS

If an applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the applicant shall immediately notify Nicole Sherman of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice of all parties who requested the solicitation, without divulging the source of the request for clarification.

D. MODIFYING OR WITHDRAWAL OF APPLICATION

An applicant may, by letter to Nicole Sherman, withdraw or modify a submitted application before the deadline to submit applications. Applications cannot be changed after the due date and time posted on the 4nrg.org website. An application cannot be "timed" to expire on a specific date. For example, a statement such as the following is non-responsive to the solicitation: "This application and the cost estimate are valid for 60 days."

E. DISPOSITION OF APPLICANT'S DOCUMENTS

The entire evaluation process from receipt of applications up to the posting of the award is confidential. On the award posting date all applications and related material submitted in response to this solicitation become public record.

F. AGREEMENT REQUIREMENTS

The content of this solicitation shall be incorporated by reference into the final agreement.

Under this solicitation, the Energy Commission reserves the right to negotiate with applicants to modify the project scope, the level of funding, or both. If a negotiation cannot be accomplished successfully in order to execute a funding agreement with an applicant, such agreement can be cancelled and monies can be used to fund the next highest ranked eligible project.

Colleges that receive funding under this solicitation must provide an authorizing resolution within the timeline specified in Section I. B., approved by their governing authority to enter into this agreement and designating an authorized representative to sign.

The Energy Commission's funding flows through the San Diego Community College District and the contracts will be processed in accordance with their standard Terms and Conditions.

The approved agreement, including the general Terms and Conditions and any additional terms and conditions, will be sent to the awarded college for review, approval, and signature. Once signed, the agreement will be fully executed. Recipients are approved to begin the project only after full execution of the agreement.

Quarterly reports will be required and be used as a key assessment tool of the progress toward workplan and contract completion. As addressed above under Workplans, Applicants must present comprehensive and credible Workplans that include, in a logical manner, the project schedule, the sequence of tasks, and how the tasks are related to or are dependent on each other. **NOTE:** Failure to meet program dates, most importantly the purchase of equipment by June 1, 2017, can result in termination of the award.

A Final Report will review all project accomplishments and include a success story that will be published on the ATRE 4nrg.org website. Formats for quarterly reports and the final report will be provided to awardees.

G. NO AGREEMENT UNTIL SIGNED AND APPROVED

No agreement is in effect until the agreement is signed by all parties. The Energy Commission reserves the right to modify the award documents prior to executing the agreement.

Appendix A

SAN DIEGO COMMUNITY COLLEGE DISTRICT CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, at San Diego, County of San Diego, State of California, by and between the San Diego Community College District, hereinafter called "District", and _____, hereinafter called "Consultant".

WITNESSETH:

WHEREAS, Government Code Section 53060 authorizes the District to contract with persons to furnish services and advice to District in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant represents that he/she is specially trained, experienced, and competent to provide such special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it does not have on its staff employees qualified to provide such services, and has determined that it has a need to enter into this Agreement with Consultant for the special services and advice described herein;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

Article 1. Employment of Consultant. District hereby contracts with consultant to perform the necessary professional services and advice as hereinafter set forth.

Article 2. Consultant's Services.

(a) Consultant hereby agrees to perform the professional services set forth in Exhibit "A", attached hereto and incorporated herein by reference, to the satisfaction of District.

(b) Consultant shall keep District's representative, _____, fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify.

Article 3. Time of Performance and Term of Agreement. The services called for under this Agreement shall be provided by Consultant during the period commencing on _____, and ending on _____. It shall be expressly understood by Consultant that time is of the essence of this Agreement and District may terminate this Agreement in the event of unexcused delay in Consultant's performance hereunder.

Article 4. Consultant's Fee. District shall pay to Consultant for the performance of all services rendered pursuant to and during the term of this Agreement the sum of _____. These fees shall include normal operating and office expenses or costs associated with completion of the work to be done. District shall not be liable for any costs or expenses paid or incurred by Consultant in performing services for the District, unless specific exception is provided herein.

Article 5. Payments. Payment of Consultant's fee shall be made within 30 days of invoice or approved performance, whichever is later (NET 30). Consultant agrees and acknowledges that it is Consultant's sole responsibility to report as income all compensation received from District, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

Article 6. Employee Benefits. Consultant shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

Article 7. Workers' Compensation Insurance. Consultant agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Consultant participating under this Agreement, Consultant agrees to defend and indemnify the District from such claim.

Article 8. Insurance. Consultant agrees to carry comprehensive general and automobile liability insurance with limits of five hundred thousand dollars (\$500,000) per occurrence for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." The District may require provision of a copy of the insurance policy in its entirety. Consultant agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

Article 9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, Consultant shall make available to District for examination at District's place of business all data, records, investigation reports and all other materials respecting matters covered by this Agreement. Consultant will permit District to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

Article 10. Confidentiality and Use of Information.

(a) Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

(b) Consultant shall advise District of any and all materials used, or recommended for use, by Consultant to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Consultant shall fail to so advise District and, as a result of the use of any programs or materials developed by Consultant under this Agreement, District should be found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify and defend District against any action or claim brought by the copyright holder.

Article 11. Administration of Agreement. This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For **DISTRICT:**

Designated Project Manager

Address:

AND

Edward Cook, Purchasing Supervisor
Purchasing and Contract Services

Address: San Diego Community College District
3375 Camino del Rio South, Suite 270
San Diego, CA 92108

For **CONSULTANT:**

Authorized Representative

Address:

Article 12. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

Article 13. Ownership of Work Product. All products of work performed pursuant to this Agreement, including, but not limited to, notes, tables, graphs, reports, files, computer programs, and source code, for the sole purpose of implementing the overall contract with the California Energy Commission, will be provided to the District and become public information. All equipment purchased will be the sole property of the Consultant provided use is consistent with that approved through the RFA process and as selected by the approving committee.

Article 14. Termination for Cause. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of this agreement by Consultant, (b) any act by Consultant exposing District to liability to others for personal injury or property damage, or (c) if Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the five (5) days cease and terminate.

In the event of such termination, the District may secure the required services from another consultant. If the cost to the District of obtaining the services from another consultant exceeds the cost of providing the service pursuant to this Agreement, the excess cost may be charged to and collected from Consultant. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

In the event of such termination, Consultant shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination, less any payments theretofore made, as determined by District, and the Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

Also, at the time of such termination, all finished or unfinished documents, data, studies, drafts, surveys, drawings, maps, reports, and other materials prepared by Consultant shall, at the option of the District, become the property of District.

Article 15. Termination for Convenience. Either party may terminate this Agreement at any time and for any reason by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days prior to the effective date.

If the Agreement is terminated as provided in this Section, Consultant shall be entitled to receive compensation for any satisfactory work completed up to the receipt by Consultant of notice of termination, less any payments theretofore made, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by District for the performance of such work.

Also, at the time of such termination, all finished and unfinished documents and other materials described hereinabove shall, at the option of District, become District's sole and exclusive property.

Article 16. Status of Consultant. It is agreed that District is interested only in the results obtained from service hereunder and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by the District, except as to the results of the work. Consultant is, for all purposes arising out of this Agreement, an independent contractor, and neither Consultant nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any District benefits to which District employees are entitled, including, but not limited to overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

Article 17. Hold Harmless. District shall not be liable for, and Consultant shall defend and indemnify District and its officers, agents, employees and volunteers (collectively "District Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Consultant or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of District Parties. Consultant shall have no obligation, however, to defend or indemnify District Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of District Parties.

Article 18. Conflict of Interest. Prior to execution of this contract, contractor shall disclose in writing to District any and all compensation, actual or potential, which contractor may receive in any form from a party other than the District as a result of performance of this contract by contractor. If contractor becomes aware of the potential for such compensation subsequent to the execution of this contract, contractor shall disclose such compensation within three working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, contractor shall disclose any financial interest that contractor may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 19. Assignment. No portion of this Agreement or any of the work to be performed hereunder may be assigned by Consultant without the express written consent of District and without such consent all services hereunder are to be performed by Consultant, its officers, agents and employees.

Article 20. Compliance With Applicable Laws. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 21. Permits/Licenses. Consultant and all of Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

Article 22. Nondiscrimination in Employment. Consultant agrees that it will not engage in unlawful discrimination in employment as delineated in the California State Fair Employment and Housing Act, and Section 12940 of the California Government Code.

Article 23. Non-Waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Article 24. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 25. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

Article 26. Governing Law/Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in San Diego County.

Article 27. Attorney's Fees. If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

Article 28. Alterations or Variance. No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

Article 29. Scope of Work Details/Exhibit "A"-must be provided.
All of the following information must be provided and completed before a professional services agreement can or will be executed. Additional responses or additional information can be provided on company letterhead or attachments. Further clarifications may be required for incomplete responses.

Detail and describe in full to exhibit competency and skill level, the exact type, nature and the professional level or degree of service(s) to be provided:

Full and complete detail of assigned tasks and deliverables; both tangible and intangible, and most accurately projected and committed to dates of completion:

Delivery, quality, receipt of services and completion are to be measured and understood by the following delineated standards:

Rates, calculations, and billing:

Performance monitors or assigned project managers for both parties:

Any additional resources and or collaborations that are to be provided and by whom:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

DISTRICT

CONSULTANT

District Project Manager Date

Authorized Representative Date

Edward Cook, Purchasing Supervisor
Purchasing and Contract Services

Date

Revised June 2012 - CONSULT