1229 DAK VALLEY DRIVE · ANN ARBOR MI 48108 · 734-761-5836 · WWW.FAAC.COM

Reference: Sole Source Declaration: Pump-Ops Simulator Training Panel

To Whom It May Concern:

This certifies that FAAC Incorporated is the only manufacturer of a full-scale hardware/software hybrid fire apparatus pump operations (Pump-Ops) training simulator. FAAC's Pump-Ops Training Simulator (including models: PO-1000-SM, PO-1000-TM, DPO-1000-SM and DPO-100-TM) is unique within the industry in that it uses actual panel surface-mounted hardware components combined with the software modelling of all "internal" components, such as pumps, valves, gears, and operations, such as the hydrodynamics. Hence, this means the system does not require the use of water nor foam, an environmental bonus, while providing a highly accurate functional representation of a real pump operations system. FAAC is the sole provider of warranty and support services to the market for this product and aforementioned models.

FAAC is subsidiary of Arotech Corporation. Arotech is a leading manufacturer and supplier of quality defense and security product for the military, Public Safety, and homeland security markets. Arotech Corporation's Training & Simulation Division comprises three organizations: FAAC Incorporated, MILO Range, and Realtime Technologies. Separately and cooperatively, they offer a powerful array of simulation products and services.

In 2003 Arotech purchased IES Interactive Training (n/k/a MILO Range). In 2004, Arotech purchased FAAC Incorporated. In 2007, Arotech merged MILO Range with FAAC Incorporated to take advantage of technological synergies. IES Interactive Training is now a d/b/a name of FAAC Incorporated. Both companies operate under one Federal ID Number.

If you have any questions or concerns about this declaration, please feel free to contact me at the number provided on the letterhead above.

Very truly yours, FAAC Incorporated

Kurt A. Flosky President



Please submit inquiries and invoices to: accountspayable@clpccd.org

Vendor: FAAC INCORPORATED

1229 OAK VALLEY DR ANN ARBOR MI 48108

PURCHASE ORDER

PO Number: **B220287**Issue Date: **04/18/22**Date Required: **06/30/22**

Receiving

Phone: 510-723-7270 Fax: 510-723-7271 Hours: 7:00am - 11:45am & 12:30pm - 2:00pm

Instructions

- -Purchase Order Number must appear on all invoices, packages, packing slip, and correspondence.
- -Submit invoices Attention: Accounts Payable at address above.
- -Any changes to this Purchase Order must be approved before shipment.

Ship to

BOB BUELL RM:2920 CHABOT COLLEGE 25555 HESPERIAN BLVD HAYWARD CA 94545

FOB Terms

Destination Net 30 Days

Description	Quantity	Unit Cost	Total Cost
THIS IS AN EMAIL ORDER - NO MAIL COPY TO FOLE SENT TO: orders@faac.com and cc: Bill Martin wbmartin@facc.com PLEASE EMAIL OR FAX ORDER CONFIRMATION TO: PURCHASING DEPT. (925) 485-5271	LOW		
FOR TECHNICAL QUESTIONS ABOUT THISPROJECT PLEASE CONTACT:BOB BUELLAT bbuell@chabotcollege.edu OR 510-723-685	1		
SEE ATTACHED DOCUMENTS: -QUOTE # 385E1-BASEPACKAGE dated 04/13/22 -GENERAL PROVISIONS FOR WORK AND SERVICES -CLPCCD COVID-19 VACCINATION MANDATE			
DLSE LISTING REVIEW Date: 4/18/2022 Buyers Initials: MM			

Buyer: Marie Hampton TOTAL: CONTINUED

Account Codes

 562540-50200-640105-719998
 83,132.50

 562540-50200-5110-719998
 5,500.00

 562540-50200-5110-719998
 2,500.00

562540-50200-5110-719998 2,500.00 562540-50200-5647-719998 3,800.00 VENDOR INFORMATION:

ID: W10860992

Phone: Fax:

Reqn: R1421169

APPLICABLE TERMS & CONDITIONS LISTED ON THE DISTRICT WEB SITE, http://www.clpccd.org APPLY. The District reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.



Please submit inquiries and invoices to: accountspayable@clpccd.org

FAAC INCORPORATED Vendor: 1229 OAK VALLEY DR

ANN ARBOR MI 48108

PURCHASE ORDER

PO Number: B220287 Issue Date: 04/18/22 Date Required: 06/30/22

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Phone: 510-723-7270 Fax: 510-723-7271 Hours: 7:00am - 11:45am & 12:30pm - 2:00pm

Instructions

- -Purchase Order Number must appear on all invoices, packages, packing slip, and
- -Submit invoices Attention: Accounts Payable at address above.
- -Any changes to this Purchase Order must be approved before shipment.

Ship to

BOB BUELL RM:2920 CHABOT COLLEGE 25555 HESPERIAN BLVD HAYWARD CA 94545

FOB Terms

Destination Net 30 Days

Description	Quantit	y Unit Cost	Total Cost
-EXECUTIVE ORDER N-6-22 (EO) AS OF MARCH 4 ,	2022		
NOTE: ANY QUESTIONS REGARDING THIS ORDER CONTACT: MICHAEL MCCLUNG, BOND BUYER EMAIL: mmcclung@clpccd.org			
SIDE-MOUNT PUMP-OPS PANEL SIMULATION BASE PACONSIST AND INCLUDES THE FOLLOWING: PO1-1 SIDE-MOUNT PUMP-OPS PANEL(PO-1000-SM) A. STANDARD COMMERCIAL SIDE-MOUNT PUMPS-OPS-SIMULATOR UNIT B. INSTRUCTOR OPERATOR STATION (IOS) C. EVOLUTION/HOSE EDITOR APPLICATION		O EA 71,000.000	71,000.00

TOTAL: CONTINUED Buyer: Marie Hampton

Account Codes

562540-50200-640105-719998 83,132,50 5,500.00 562540-50200-5110-719998 562540-50200-5110-719998 2,500.00 562540-50200-5647-719998

3,800.00

VENDOR INFORMATION:

ID: W10860992

Phone: Fax:

Reqn: R1421169

APPLICABLE TERMS & CONDITIONS LISTED ON THE DISTRICT WEB SITE, http://www.clpccd.org APPLY. The District reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.



Please submit inquiries and invoices to: accountspayable@clpccd.org

Vendor: FAAC INCORPORATED

1229 OAK VALLEY DR ANN ARBOR MI 48108

PURCHASE ORDER

PO Number: **B220287**Issue Date: **04/18/22**Date Required: **06/30/22**

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-Submit invoices - Attention: Accounts Payable at address above.

-Any changes to this Purchase Order must be approved before shipment.

Ship to

BOB BUELL RM:2920 CHABOT COLLEGE 25555 HESPERIAN BLVD HAYWARD CA 94545

FOB Terms

Destination Net 30 Days

Description	Quantity	Unit Cost	Total Cost
D. TRAINING MATERIALS/USER MANUALS E. WARRANTY:12 MONTHS SYSTEM COVERAGE - QTY 1 @ \$57,000.00 TAXABLE ADDITIONAL FEATURES/FUNCTIONALITY OPTIONS PO2-1 TRAINEE VISUAL SCENE/HOSE LAYOUT SCHEN- QTY 1 @ \$2,500.00 TAXABLE PO2-3 TRIDENT AIRPRIME CONTROL FUNCTIONALITY -QTY 1 @ \$2,500.00 TAXABLE PO2-5 SIMULATED OEM ENGINE CONTROLLER W/VERNTHROTTLE FOR PIERCE -QTY 1 @ \$4,500.00 TAXABLE PO2-6 LED FLOW INDICATORS -QTY 1 @ \$500.00 TAXABLE PO2-7 VIRTUAL VALVE CONTROLLER (PER UNIT) -QTY 1 @ \$1,000.00 TAXABLE	MTIC Y		

Buyer: Marie Hampton TOTAL: CONTINUED

Account Codes

562540-50200-640105-719998 83,132.50 562540-50200-5110-719998 5,500.00 562540-50200-5110-719998 2,500.00 562540-50200-5647-719998 3,800.00 VENDOR INFORMATION: ID: W10860992

Phone: Fax:

Reqn: R1421169

APPLICABLE TERMS & CONDITIONS LISTED ON THE DISTRICT WEB SITE, http://www.clpccd.org APPLY. The District reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.



Please submit inquiries and invoices to: accountspayable@clpccd.org

Vendor: FAAC INCORPORATED

1229 OAK VALLEY DR ANN ARBOR MI 48108

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Ship to

BOB BUELL RM:2920 CHABOT COLLEGE 25555 HESPERIAN BLVD HAYWARD CA 94545

FOB Terms

Destination Net 30 Days

Description	Quantity	Unit Cost	Total Cost
PO2-12 SELF-TRANSPORATION PACKAGE -QTY 1 @ \$ 3,000.00 TAXABLE PO3-1 INSTALLATION 1-DAY (CONUS) -QTY 1@ \$0.00 TOTAL: \$71,000.00 TAXABLEADDITIONAL SHIPPING CHARGES- PO4-1 CRATING, SHIPPING AND DELIVERY TO CA -QTY 1 @ \$4,500.00 NON-TAXABLE			
Tax:	Sing e T	x Rate -10.75% Item Subtotal:	7,632.50 78,632.50
PO3-2 ON-SITE O&M TRAINING - 2 DAYS (CONUS) (INCLUDES PO3-1)	1.00 EA	5,500.000	5,500.00
PO3-3 ADVANCED INSTRUCTOR TRAINING 1-DAY (RUN	1.00 EA	2,500.000	2,500.00

Buyer: Marie Hampton TOTAL: CONTINUED

Account Codes

 562540-50200-640105-719998
 83,132.50

 562540-50200-5110-719998
 5,500.00

 562540-50200-5110-719998
 2,500.00

 562540-50200-5647-719998
 3,800.00

VENDOR INFORMATION:

ID: W10860992

Phone: Fax:

Reqn: R1421169

APPLICABLE TERMS & CONDITIONS LISTED ON THE DISTRICT WEB SITE, http://www.clpccd.org APPLY. The District reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.



Please submit inquiries and invoices to: accountspayable@clpccd.org

Vendor: FAAC INCORPORATED 1229 OAK VALLEY DR

ANN ARBOR MI 48108

PURCHASE ORDER

PO Number: **B220287**Issue Date: **04/18/22**Date Required: **06/30/22**

Receiving

Phone: 510-723-7270 Fax: 510-723-7271 Hours: 7:00am - 11:45am & 12:30pm - 2:00pm

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Ship to

BOB BUELL RM:2920 CHABOT COLLEGE 25555 HESPERIAN BLVD HAYWARD CA 94545

FOB Terms

Destination Net 30 Days

Destination	Net 30 Days		
Description	Quantity	Unit Cost	Total Cost
CONSECUTIVELY W/ O&M)			
PO5-2 PUMP-OPS EXTENDED WARRANTY PROGRAM (CO	ONUS) 1.00 EA	3,800.000	3,800.00
		ADDL CHARGES: TOTAL TAXES:	4,500.00 7,632.50

Buyer: Marie Hampton TOTAL: 94,932.50

Account Codes

562540-50200-640105-719998 83,132.50 562540-50200-5110-719998 5,500.00 562540-50200-5110-719998 2,500.00 562540-50200-5647-719998 3,800.00

3,800.00

VENDOR INFORMATION:

ID: W10860992

Phone: Fax:

Reqn: R1421169

APPLICABLE TERMS & CONDITIONS LISTED ON THE DISTRICT WEB SITE, http://www.clpccd.org APPLY. The District reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.

Requisition For Equipment, Supplies, Apparatus, and Service Reg. No. R1421169 pg 1/2 Chabot-Las Positas Community College District 21/4/22 B220287 District Chabot Las Positas **Bob Buell** Fire Technology 4/13/22 Department Requestor Date Purchasing Office Use Only Room#: 2920 Unit Delivery Required By: **Purchased From** Total Price (If Fixed Asset, Room # Required) Only ONE Vendor Per Requisition SUGGESTED VENDOR (Address & Contact Information) Vice President **W**# (if known): W10860992 FAAC INCORPORATED 1229 OAK VALLEY DRIVE ANN ARBOR, MI 48106 Received UNIT DESCRIPTION UNIT OTY TOTAL PRICE (Model No., Size, Color, etc.) (ea. Box, etc.) 640105 PO1-1 Side-Mount Pump-Ops Panel (PO-1000-SM) \$ 57,000.00 \$ 57,000.00 ea a. Standard Commercial Side-Mount Pumps-Ops Panel Simulator Unit \$ 0.00 b. Instructor Operator Station (IOS) \$ 0.00 c. Evolution/Hose Editior Application \$ 0.00 d. Training Materials/ User Manuals \$ 0.00 e. Warranty: 12 Months System Coverage \$ 0.00 \$ 2,500.00 | \$ 2,500.00 PO2-1 Trainee Visual Scene/Hose Layout Schemtic ea PO2-3 Trident AirPrime Control Functionality \$ 2,500.00 | \$ 2,500.00 ea \$ 4,500.00 \$ 4,500.00 PO2-5 Simulated OEM Engine Controller w/ Vernier Throttle for Pierce ea Shipping/Handling Notes: F.O.B. Terms Quote Tax Business Labor/Installation Office Signature

Vice President Signature

Division Dean Signature

Requisition For Equipment, Supplies, Apparatus, and Service Reg. No. R1421169 pg 2/2. Chabot-Las Positas Community College District District Chabot Las Positas **Bob Buell** Fire Technology 4/13/22 Department Date Requestor Purchasing Office Use Only Unit Room#: 2920 Purchased From Delivery Required By: Total Price (If Fixed Asset, Room # Required) Only ONE Vendor Per Requisition SUGGESTED VENDOR (Address & Contact Information) **W**# (if known): W10860992 FAAC INCORPORATED 1229 OAK VALLEY DRIVE ANN ARBOR, MI 48106 UNIT UNIT DESCRIPTION OTY TOTAL PRICE (ea. Box. etc.) (Model No., Size, Color, etc.) 640105 1 \$ 500.00 \$ 500.00 PO2-6 LED Flow Indicators ea 1 \$ 1,000.00 | \$ 1,000.00 PO2-7 Virtual Valve Controller (per unit) ea 1 \$ 3,000.00 | \$ 3,000.00 PO2-12 Self-Transporation Package ea \$ 0.00 \$ 0.00 PO3-1 Installation 1-Day (CONUS) ea PO3-2 On-Site O&M Training - 2 days (CONUS) (Includes PO3-1) \$ 5,500.00 | \$ 5,500.00 ea PO3-3 Advanced Instructor Training -1 Day (run consecutively w/ O&M) 5/16 \$ 2,500.00 | \$ 2,500.00 ea \$ 3,800.00 | \$ 3,800.00 PO5-2 Pump-Ops Extended Warranty Program (CONUS) ea 1 \$ 66,500.00 \$ 66,500.00 total pg 1 \$ 0.00 ea Shipping/Handling \$ 4,500.00 Notes: F.O.B. Quota Tax \$ 7,632.00 Business Labor/Installation Office Signature TOTAL \$ 94,932.00 Account #:

Division Dean Signature

Vice President Signature



FAAC INCORPORATED

Unique Entity ID CAGE / NCAGE Purpose of Registration

All Awards

UY43FBN7NHK8 3J401

Registration StatusExpiration DateActive RegistrationJan 6, 2023Physical AddressMailing Address1229 Oak Valley DR1229 Oak Valley Drive

Ann Arbor, Michigan 48108-9675 Ann Arbor, Michigan 48108-9675

United States United States

Business Information

Doing Business as Division Name Division Number

MILO Range Training Systems Arotech Training And Simulation Division (blank)

Congressional District State / Country of Incorporation URL

Michigan 12 Michigan / United States http://www.faac.com

Registration Dates

Activation Date Submission Date Initial Registration Date

Jan 10, 2022 Jan 6, 2022 Feb 27, 2002

Entity Dates

Entity Start Date Fiscal Year End Close Date

Jan 1, 1971 Dec 31

Immediate Owner

CAGE Legal Business Name
6VDL7 AROTECH CORPORATION

Highest Level Owner

CAGE Legal Business Name

8G4U4 GREENBRIAR HOLDINGS IV, LLC

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Entity Type Organization Factors

Corporate Entity (Not Tax Exempt) Business or Organization Manufacturer of Goods

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information	
Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 3J401

Points of Contact

Electronic Business

Ann Arbor, Michigan 48108

229 Oak Valley Drive

Ann Arbor, Michigan 48108

United States

Deborah Fuller, Controller of Shared Services 1229 Oak Valley Drive

Ann Arbor, Michigan 48108

United States

Government Business

Todd Glenn, Exec. Dir. of Military Bus

Development

1229 Oak Valley Drive Ann Arbor, Michigan 48108 United States

Christian Degraff, Military Business Development

Manager - Army

1229 Oak Valley Drive Ann Arbor, Michigan 48108

United States

Past Performance

2

Todd Glenn, Exec. Dir. of Military Business Development

....

1229 Oak Valley Drive Ann Arbor, Michigan 48108

United States

Kurt Flosky, President 1229 Oak Valley Drive

Ann Arbor, Michigan 48108

United States

Service Classifications

NAICS Codes

Primary Yes	NAICS Codes 333318	NAICS Title Other Commercial And Service Industry Machinery Manufacturing
165	332993	Ammunition (Except Small Arms) Manufacturing
	332994	Small Arms, Ordnance, And Ordnance Accessories Manufacturing
	334111	Electronic Computer Manufacturing
	334118	Computer Terminal And Other Computer Peripheral Equipment Manufacturing
	334310	Audio And Video Equipment Manufacturing
	334511	Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing
	334519	Other Measuring And Controlling Device Manufacturing
	335999	All Other Miscellaneous Electrical Equipment And Component Manufacturing
	336413	Other Aircraft Parts And Auxiliary Equipment Manufacturing
	339999	All Other Miscellaneous Manufacturing
	423490	Other Professional Equipment And Supplies Merchant Wholesalers
	423690	Other Electronic Parts And Equipment Merchant Wholesalers
	453998	All Other Miscellaneous Store Retailers (Except Tobacco Stores)

484210	Used Household And Office Goods Moving
511210	Software Publishers
541330	Engineering Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541519	Other Computer Related Services
541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)
541990	All Other Professional, Scientific, And Technical Services
611420	Computer Training
611430	Professional And Management Development Training
611699	All Other Miscellaneous Schools And Instruction
811219	Other Electronic And Precision Equipment Repair And Maintenance
811310	Commercial And Industrial Machinery And Equipment (Except Automotive And Electronic) Repair And Maintenance

Product and Service Codes

PSC PSC Name

AC14 R&D- Defense System: Aircraft (Engineering Development)

AC24 R&D- Defense System: Missile/Space Systems (Engineering Development)

H269 Equipment And Materials Testing- Training Aids And Devices

J069 Maintenance, Repair, And Rebuilding Of Equipment- Training Aids And Devices

K069 Modification Of Equipment- Training Aids And Devices

N069 Installation Of Equipment- Training Aids And Devices

Disaster Response

This entity does not appear in the disaster response registry.

















Page 1



SIDE-MOUNT PUMP-OPS UNIT BASE PACKAGE

		Unit Price			MSRP Price
Part #	Description Side-Mount Pump-Ops Panel Simulation	(USD)	Qty		(USD)
PO1-1	Side-Mount Pump-Ops Panel (PO-1000-SM)	\$ 57,000.00	1	\$	57,000.00
a.	Standard Commercial Side-Mount Pumps-Ops Panel Simulator Unit	Included	1		
b.	Instructor Operator Station (IOS)	Included	1		
c.	Evolution/Hose Editior Application	Included	1		
d.	Training Materials/User Manuals	Included	1		
e.	Warranty: 12 Months System Coverage	Included	1		
	Standard Commercial Side-Mon	unt Panel Sub	Total	\$	57,000.00
	Additonal Featurs/Functionality Optional	ons			
PO2-1	Trainee Visual Scene/Hose Layout Schemtic	\$ 2,500.00	1	\$	2,500.00
PO2-3	Trident AirPrime Control Functionality	\$ 2,500.00	1	\$	2,500.00
PO2-5	Simulated OEM Engine Controller w/Vernier Throttle for Pierce	\$ 4,500.00	1	\$	4,500.00
PO2-6	LED Flow Indicators	\$ 500.00	1	\$	500.00
PO2-7	Virtual Valve Controller (per unit)	\$ 1,000.00	1	\$	1,000.00
PO2-12	Self-Transportation Package	1	\$	3,000.00	
	Standard Commercial Side-Mount Pane	l Options Sub	Total	\$	14,000.00
	<u>On-Site Support Services</u>				
PO3-1	Installation 1-Day (CONUS))	\$ -	1	\$	_
PO3-2	On-Site O&M Training - 2 days (CONUS) (Includes PO3-1)	\$ 5,500.00	1	\$	5,500.00
PO3-3	Advanced Instructor Training -1 Day (run consecutively w/ O&M)	\$ 2,500.00	1	\$	2,500.00
	Shipping and Handling				
PO4-1	Crating, Shipping and Delivery to CA	\$ 4,500.00	1	\$	4,500.00
	PO-1000-SM Pump-Ops Panel S	Simulator Unit	Total	\$	83,500.00
	Pump-Ops Panel Extended Warranty Pro	ograms .			
PO5-2	Pump-Ops Extended Warranty Program (CONUS): Provides an additional year (12-month) of warranty coverage on all Hardware/Software delivered products. Runs after initial 12-month Warranty (included) expires. (5% or \$3800. whichever it the greater)	\$ 3,800.00	1	\$	3,800.00
	PO-1000-SM Pump-Ops Panel Simulator Un	it Total w/Wa	rranty	\$	87,300.00
	<u>CA Sales Tax</u>				
ST1	CA Sales Tax (10.75%)	11%	1	\$	7,632.50
0	PO-1000-SM Pump-Ops Panel Simulator Unit Grand Total	ıl w/ CA Sal	es tax	\$	94,932.50



CHARBOT COLLEGE FTP PRICE QUOTATION: 385E1-BASEPACKAGE APRIL 13, 2022 Page 2

GENERAL TERMS AND CONTIONS OF SALE

1) Quotation Validity:

90 Days. All prices quoted in US Dollars (\$USD)

2) Payment Schedule:

- a) US Shipment: 50% upon order, balance to be invoiced within 30 days of announced shipment date or 10 days after acceptance, whichever comes first.
- b) Grant: 100% Upon final acceptance or 30 days post-delivery, whichever comes first.
- c) Government/GSA Funded: Upon completion or Performance based payments if applicable.

3) Payment Terms:

NET 30 from date of invoice

4) Termination for Convenience

If Buyer's order is canceled for any reason other than for Seller's default, Buyer is liable for all costs incurred at the time of cancellation to include order termination processing costs and restocking fees for any reusable components credited to Buyer's account.

5) US Delivery Lead Time:

- a) Standard Production System: 90-120 days ARO
- b) Custom/Optional Cab systems or Mobile Systems: 120-180 ARO dependent on level of customization and component requirements.

6) US Delivery Location:

FOB destination, unless otherwise stated; Partial Shipment and Partial Invoice may occur.

7) Taxes*: (domestic)

- a) Prices quoted do not include local, state or federal taxes unless indicated otherwise.
- b) If this sale is subject to Use Tax, Buyer is liable for the tax and should make payment directly to its taxing authority. However, FAAC may collect Sales Tax for the following States: CA, FL, HI, IA, KY, MA, MI, NY, TN, UT, WA, and WV.
- c) If applicable, please include a copy of your tax exemption certificate or direct pay permit with your Purchase Order.
- d) Factory pick-up will be subject to 6% MI Sales Tax.

12 Month hardware warranty from date of installation unless otherwise stated in the written proposal.

9) Orders:

Warranty:

Please address all orders to:

FAAC Contracts Department 1229 Oak Valley Drive Ann Arbor, MI 48111 1-877-322-2387

Email: orders@faac.com; cc: Bill Martin wbmartin@faac.com Fax: (734) 761-5368

10) Cage Code:

3J401

11) Tax ID:

38-2690218

12) DUNS:

175204163

BOND

FY2021-2022

DEPT.

EQUIPMENT ATB PROJECTS

BOB BUELL/DON CARLSON

REQ. BUDGET:

	SOURCE OF		DOC. #/	VENDOD	ANACHNIT	
DATE INPUT	FUND	REQUESTS	DISCRIPTION	VENDOR	AMOUNT	
3/2/2022	BOND	REQUISITION	R1421135	MICROSOFT	57,240.94	
3/2/2022	BOND	REQUISITION	R1421136	CDW GOVERNMENT	3,035.75	
3/2/2022	BOND	REQUISITION	R1411168	MUICIPAL EMERGENCY SERVICES	10,575.00	
3/2/2022	BOND	REQUISITION	R1421137	CLARIDGE PRODUCTS & EQUIPMENT INC	1,575.62	
3/22/2022	BOND	REQUISITION	R1421151	OFFICEDEPOT.COM	944.80	
4/13/2022	BOND	REQUISITION	R1421159	LN CURTIS	1,791.46	
4/13/2022	BOND	REQUISITION	R1421161	ALLSTAR FIRE EQUIPMENT	14,393.87	
4/13/2022	BOND	REQUISITION	R1421162	GYM DOCTOR	6,813.16	
4/13/2022	BOND	REQUISITION	R1421163	MUICIPAL EMERGENCY SERVICES	6,722.08	
4/13/2022	BOND	REQUISITION	R1421164	FIREVENT LLC	1,362.23	
4/13/2022	BOND	REQUISITION	R1421165	LN CURTIS	15,557.81	
4/13/2022	BOND	REQUISITION	R1421166	LN CURTIS	1,104.73	
4/13/2022	BOND	REQUISITION	R1421167	FIREHOUSE FABRICATORS	13,187.52	
4/13/2022	BOND	REQUISITION	R1421169	FAAC INCORPORATED	94,932.00	
	TOTAL EXPENSES: \$ 229,236.97					
	AVAILABLE BUDGET (\$229,236.97)					

Chabot Las-Positas Community College District General Provisions for Work and Services For Purchase Order # B220287

This Agreement for Services as outlined on Quote 385E1-BasePackage dated April 13, 2022 for delivery and installation of a Side-Mount Pump-Ops Unit Base Package at the Chabot College campus is made by and between FAAC Incorporated located at 1229 Oak Valley Drive Ann Arbor, MI 48111 and the Chabot-Las Positas Community College District (District) as of April 18, 2022

- 1. <u>TERM</u>: This Agreement is effective <u>April 18, 2022</u> and will continue until completion of work <u>as outlined on Quote 385E1-BasePackage dated April 13, 2022 for delivery and installation of a <u>Side-Mount Pump-Ops Unit Base Package at the Chabot College campus.</u> The agreement may be extended if agreed to in writing by both parties. Either party may cancel this agreement within thirty (30) days written notice to the other party.</u>
- 2. SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the District Services as described in the Purchase Order and/or Contractor's bid proposal and made a part of this Agreement. Contractor agrees to keep the District regularly informed of the progress of work performed under this Agreement. The District has the right to approve personnel assigned to perform these services.
- 3. <u>COMPENSATION</u>: The District will pay Contractor as specified in the Purchase Order. No increase in amount or scope of services is authorized without formal written amendment to this Agreement.
- 4. **TERMINATION**: This Agreement may be terminated by the District, at its sole discretion, upon ten (10)-day advance notice thereof to the Contractor or canceled immediately by written mutual consent. In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination.
- 5. <u>CONFLICTS OF INTEREST</u>: To avoid any potential conflict of interest problems, Contractor represents that it does not employ or retain the services of any spouse or family member of any District employees, nor has it furnished any financial compensation for the pursuit of business with the District.
- 6. <u>INDEPENDENT CONTRACTOR STATUS</u>: This Agreement is by and between the District and an independent contractor and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services described herein. Contractor will assign the Contractors it proposes to use.

Contractor shall be responsible for deducting all federal, state and local income taxes, FICA and other charges, if any, to be deducted from the compensation of Contractor's employees. Nothing in this Agreement shall be interpreted as creating or establishing a relationship of employer and employee between the District and Contractor or any employee or agent of Contractor. Each and every person providing services to the District under this Agreement shall, at all times, remain an employee of Contractor. Contractor's employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from the District, nor shall they be entitled to overtime pay from the District. Contractor is solely responsible for paying all necessary State or Federal tax for itself and its employees. The District will make no State or Federal unemployment insurance or disability insurance contributions on behalf of the Contractor and/or its employees. Neither Contractor nor its employees shall be included in the classified or faculty service, have any property rights to any position, or have any of the rights an employee of the District may otherwise have in the event of termination of this Agreement.

The District further understands and agrees that Contractor is engaged in an independent business and the District shall have no right to direct or control in any way or to any degree the manner of Contractor's performance hereunder. Contractor understands that it is not authorized and shall not

- make any agreement, contract or representation on behalf of the District or create any obligation, express or implied, on the part of the District.
- 7. **NON-ASSIGNABILITY**: This Agreement is not assignable by the parties hereto without the express advance written consent of the other party. If assigned, this contract shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and assigns of each party hereto.
- 8. HOLD HARMLESS AND INDEMNIFICATION: The Contractor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees. The District shall defend, save harmless and indemnify the Contractor and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of District hereunder, resulting from the conduct, negligent or otherwise, of District, its agents, servants, employees or subcontractors hereunder.
- 9. **FORCE MAJEURE**: Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance.
- 10. COMPLIANCE WITH APPLICABLE LAWS: Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Contractor represents and warrants to District that Contractor and its employees, agents, and any subcontractors shall, at their sole costs and expense, have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions and keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective business or profession.
- 11. <u>DAVIS-BACON ACT</u>: Contractor and any subcontractors working on the site of public works projects in excess of \$1,000 shall comply with the Davis-Bacon Act which establishes that paid wages are in accordance with the Prevailing Wage Rates as determined by the Department of Industrial Relations (DIR). In addition, submission of the Certified Payroll Records shall be in compliance with Senate Bill 854.
- 12. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE: Pursuant to California Senate Bill 854, the qualified Contractor shall be registered with the California's Department of Industrial Relations (DIR) and its subcontractors who intend to bid or perform work on any public works project, as defined under Labor Code §1720, 1771, 1774-1776, 1777.5, 1813 and 1815. The qualified Contractor shall sign and deliver to the District the form of Public Works Contractor Registration Certification included with the Agreement Documents.
- 13. <u>LICENSES & ASSURANCES</u>: Contractor assures that Contractor possesses the required licenses or expertise to perform all the services which it has agreed to perform pursuant to this Agreement. Contractor shall maintain appropriate or required licensure in full force and effect during the term of this Agreement.
- 14. **NON-DISCRIMINATION**: Contractor agrees that it will not unlawfully discriminate on the basis of race, color, religion, gender, national origin, age or medical condition, sexual orientation or marital status or any other characteristic protected by law in the delivery of programs or services set forth herein.
- 15. <u>WARRANTY</u>: Contractor shall diligently and carefully perform all work required hereunder in a good and workmanlike manner according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its

profession, and shall furnish all labor, supervision, materials, equipment and supplies necessary therefore.

- 16. <u>INSURANCE</u>: Contractor shall at all times during the term of this Agreement, or any extension thereof, maintain comprehensive general liability insurance with combined single limit coverage of not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate for all claims made during any one policy year. Such insurance will be maintained with an insurance company or companies authorized to do insurance business in the State of California, or by a system of self-insurance. Contractor shall, upon request of the District, provide Certificate of Insurance proof that the services provided are covered under its policy and that the District is named or fully covered as an additional insured.
- 17. **DEBARMENT, SUSPENSION, AND OTHER REPRESENTATION**: Contractor certifies as required by Executive Order 12549, that Contractor and its principles are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any federal department or agency, are not presently indicted, criminally or civilly charged by a governmental entity, and have not, within a three (3) year period preceding this Agreement, been convicted or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining or performing a public transaction or contract, or had one or more public transactions terminated for cause or default, nor have any appropriated funds been paid by or on behalf of the Contractor to any person for influencing or attempting to influence any employee or officer of the federal government or in connection with making of any federal grant or cooperative agreement
- 18. DRUG-FREE WORKPLACE CERTIFICATION: In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the qualified Contractor will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Labor and Material Contract. The qualified Contractor will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the qualified Contractor to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Contract, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the qualified Contractor.
- 19. WORKER'S COMPENSATION INSURANCE: Pursuant to California Labor Code §3700 Contractor agrees to comply fully with all provisions of all applicable workers' compensation insurance laws, and shall procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of Contractor performing this Agreement files a worker's compensation claim against the District, Contractor agrees to defend and hold the District harmless from such claim.
- 20. ENTIRE AGREEMENT; NO WAIVER: This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. Except as otherwise provided by this Agreement, no supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby. A waiver of any breach or any of the covenants, terms or provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other covenant, term or provision. When there is a conflict between the Contractor's bid proposal Terms and Conditions and the District's, the District's shall supersede.
- 21. OWNERSHIP OF WORKS FOR HIRE: All matters produced under this Agreement shall be works for hire and shall become the sole property of the District. Said works cannot be used for any other client or purposes without the District's expressed written permission. District shall have all right, title and interest in said matters, including the right to obtain and maintain the copyright, trademark, and/or patent of said matters in the name of the District.

- 22. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 23. <u>VENUE</u>: In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 24. **NO THIRD PARTY BENEFICIARIES**: Nothing in this Agreement shall be construed to create any duty, standard of care, or liability to anyone other than the Parties to this Agreement. No one is an intended third-party beneficiary of this Agreement.
- 25. <u>ATTORNEYS FEES</u>: If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 26. <u>HEADINGS OR CAPTIONS</u>: Headings or captions used herein as headings of the various paragraphs and subparagraphs hereof are for convenience only, and the parties agree that such captions are not to be construed as a part of the Agreement or to be used in determining or construing the intent or context of this Agreement.
- 27. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterpart copies, all of which shall constitute one and the same Agreement and each of which shall constitute an original.
- 28. **SEVERABILITY**: If any of the provisions or portions thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.



Chabot-Las Positas Community College District

7600 Dublin Blvd. 3rd Floor, Dublin CA 94568

Date: December 7, 2021

Chabot-Las Positas Community College District ("District") Notice Related to Professional Services Agreement

Where any District Consultant and its services professionals, employees or agents ("Consultant") will be physically present on any District site, all such Consultants shall comply with all Center for Disease Control, State of California, Alameda County and District requirements related to COVID-19 and other communicable diseases. District Board Policy 7330 regarding Communicable Disease requires that all visitors to District campuses and sites must comply with all Cal/OSHA safety guidelines and other District policies and procedures, as well as any other District COVID-19 health and safety protocols in effect. Such health and safety protocols including requiring vaccinations of all employees providing services inside District owned/operated facilities as required by Board Policy 7330. Mask/Face Coverings are required at all times while inside District facilities, unless otherwise directed.

Please also take notice that, pursuant to Consultant's Agreement with the District, Consultant "shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect throughout the term of this Agreement including, but not limited to Executive Order No. 11246 of September 24, 1965, as amended (regarding Equal Employment Opportunity), and the orders of the Secretary of Labor pursuant thereto." (Exhibit C, General Provisions for Professional Services Agreement, Professional Services Agreement.)

This shall constitute sufficient notice of the applicable regulations and requirements set forth in District Board Policy 7330 and shall further act as a notice of compliance to all Consultants. The District requires compliance no later than January 3, 2022 and will proceed to enforce all of its rights and remedies as a result of any non-compliance herein as of January 18, 2022.

Please direct any and all questions related to this notice to the Vice Chancellor of Facilities, Bond Program and Operations, Owen Letcher

MEMORANDUM





| Via Email

TO: Chief Business Officers

FROM: Marc A. LeForestier

General Counsel

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to

Russia's Invasion of Ukraine

On March 4, 2022, Governor Gavin Newsom issued <u>Executive Order N-6-22</u> (EO) (available here: http://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) regarding sanctions in response to the Russian invasion of Ukraine.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. As you know, many community college districts contract with the California Community Colleges Board of Governors, and this memorandum is shared with the listserv for this purpose.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable. If you have any questions regarding compliance with these sanctions, they should be addressed to your legal counsel.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

###



Please submit inquiries and invoices to: accountspayable@clpccd.org

Vendor: FAAC INCORPORATED

1229 OAK VALLEY DR ANN ARBOR MI 48108

PURCHASE ORDER

PO Number: **B220294**Issue Date: **04/19/22**Date Required: **04/25/22**

Receiving

Phone: 510-723-7270 Fax: 510-723-7271 Hours: 7:00am - 11:45am & 12:30pm - 2:00pm

Instructions

- -Purchase Order Number must appear on all invoices, packages, packing slip, and correspondence.
- -Submit invoices Attention: Accounts Payable at address above.
- -Any changes to this Purchase Order must be approved before shipment.

Ship to

BOB BUELL CHABOT COLLEGE 25555 HESPERIAN BLVD HAYWARD CA 94545

FOB Terms

Not Applicable Net 30 Days

Description	Quantity	Unit Cost	Total Cost
ORDER INSTRUCTIONSTHIS IS AN EMAIL ORDER - NO MAIL COPY TO FOLLOW SENT TO: BILL MARTINORDERS@FAAC.COM / WBMARTIN@FAAC.COM PLEASE EMAIL OR FAX ORDER CONFIRMATION TO: PURCHASING DEPT. (925) 485-5271			
SEE ATTACHED DOCUMENTS: -QUOTE 385E2-OPTIONS PACKAGE DATED 04/13/22 -EXECUTIVE ORDER N-6-22 (EO) AS OF MARCH 4, 2022			
NOTE: ANY QUESTIONS REGARDING THIS ORDER CONTACT: MICHAEL MCCLUNG, BOND BUYER EMAIL: mmcclung@clpccd.org			

Buyer: Marie Hampton TOTAL: CONTINUED

Account Codes

562540-50200-6401-719998 1,107.50 562540-50200-6401-719998 1,661.25 562540-50200-5851-719998 5,537.50

 562540-50200-640105-719998
 9,413.75

 562540-50200-5647-719998
 550.00

VENDOR INFORMATION:

ID: W10860992

Phone: Fax:

Reqn: R1421170

APPLICABLE TERMS & CONDITIONS LISTED ON THE DISTRICT WEB SITE, http://www.clpccd.org APPLY. The District reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.



Please submit inquiries and invoices to: accountspayable@clpccd.org

Vendor: FAAC INCORPORATED

1229 OAK VALLEY DR ANN ARBOR MI 48108

PURCHASE ORDER

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Ship to

BOB BUELL CHABOT COLLEGE 25555 HESPERIAN BLVD HAYWARD CA 94545

FOB Terms

Not Applicable Net 30 Days

		,		
Description		Quantity	Unit Cost	Total Cost
PO2-2 2 STAGE PUMP CONTROL FUNCIONALITY	ax:	1.00 EA Sing e T	1,000.000 x Rate -10.75% Item Subtotal:	107.50
PO2-4 RADIO-INTERCOM/HEADSET KIT	ax:	1.00 EA Sing e T	1,500.000 x Rate -10.75% Item Subtotal:	161.25
PO2-10 EVOLUTION BUILDER APPLICATION S/W LI (REQS. COMPUTER)	CENSE	1.00 EA Sing e T	5,000.000 x Rate -10.75%	
	un ·	Ding C 1	A Race 10.750	

Buyer: Marie Hampton TOTAL: CONTINUED

Account Codes

562540-50200-640105-719998

562540-50200-6401-719998 1,107.50 562540-50200-6401-719998 1,661.25 562540-50200-5851-719998 5,537.50

9,413.75

562540-50200-5647-719998 550.00

VENDOR INFORMATION:

ID: W10860992

Phone: Fax:

Reqn: R1421170

APPLICABLE TERMS & CONDITIONS LISTED ON THE DISTRICT WEB SITE, http://www.clpccd.org APPLY. The District reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.



Please submit inquiries and invoices to: accountspayable@clpccd.org

Vendor: FAAC INCORPORATED

1229 OAK VALLEY DR ANN ARBOR MI 48108

PURCHASE ORDER

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Ship to

BOB BUELL CHABOT COLLEGE 25555 HESPERIAN BLVD HAYWARD CA 94545

FOB Terms

Not Applicable Net 30 Days

14017 Applicable	Not 50 Days		
Description	Quantity	Unit Cost	Total Cost
		Item Subtotal:	5,537.50
PO2-11 PTO SIMULATION	1.00 EA sing e T	8,500.000 x Rate -10.75% Item Subtotal:	913.75
PO50-2 PUMP-OPS EXTENDED WARRANTY PROGRAM (CONUS) 1.00 EA	550.000	550.00
		ADDL CHARGES:	.00 1,720.00

Buyer: Marie Hampton TOTAL: 18,270.00

Account Codes

 562540-50200-6401-719998
 1,107.50

 562540-50200-6401-719998
 1,661.25

 562540-50200-5851-719998
 5,537.50

 562540-50200-640105-719998
 9,413.75

562540-50200-5647-719998 550.00

VENDOR INFORMATION:

ID: W10860992

Phone: Fax:

Reqn: R1421170

APPLICABLE TERMS & CONDITIONS LISTED ON THE DISTRICT WEB SITE, http://www.clpccd.org APPLY. The District reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.

Requisition For Equipment, Supplies, Apparatus, and Service $_{\rm Req.~No.}$ R1421170 Chabot-Las Positas Community College District 414122 Las Positas District Chabot B220294 Bob Buell Fire Technology 4/12/22 Requestor Department Date Purchasing Office Use Only Room#: 2920 Delivery Required By: Unit Purchased From Total Price (If Fixed Asset, Room # Required) Only ONE Vendor Per Requisition SUGGESTED VENDOR (Address & Contact Information) Vice President W# (if known): W10860992 Business Services **FAAC INCORPORATED** 1229 OAK VALLEY DRIVE ANN ARBOR, MI 48106 Received DESCRIPTION UNIT UNIT QTY TOTAL (Model No., Size, Color, etc.) (ea, Box, etc.) PRICE PO2-2 2-Stage Pump Control Functionality 6401 \$ 1,000.00 | \$ 1,000.00 1 ea PO2-4 Radio-Intercom/Headset Kit \$ 1,500.00 \$ 1,500.00 1 11 ea PO2-10 Evolution Builder Application S/W License (regs. Computer) 5851 1 \$ 5,000.00 \$ 5,000.00 PO2-11 PTO Simulation \$ 8,500.00 \$ 8,500.00 640105 ea 1 PO50-2 Pump-Ops Extended Warranty Program (CONUS) 5647 \$ 550.00 \$ 550.00 \$0.00 \$0.00 \$0.00 \$0.00 Notes: \$ 0.00 Shipping/Handling Tax \$ 1,720.00 F.O.B. Terms Quote Business Labor/Installation Office TOTAL \$ 18,270.00 Signature

Division Dean Signature

Vice President Signature



















SIDE-MOUNT PUMP-OPS OPTIONS PACKAGE

Part #	Description	-	nit Price (USD)	Qty]	MSRP Price (USD)				
Side-Mount Pump-Ops Panel Simulation Options Package										
Additonal Featurs/Functionality Options										
PO2-2	2-Stage Pump Control Functionality	\$	1,000.00	1	\$	1,000.00				
PO2-4	Radio-Intercom/Headset Kit	\$	1,500.00	1	\$	1,500.00				
PO2-10	Evolution Builder Application S/W License (reqs. Computer)	\$	5,000.00	1	\$	5,000.00				
PO2-11	PTO Simulation	\$	8,500.00	1	\$	8,500.00				
	\$	16,000.00								
Pump-Ops Panel Extended Warranty Programs										
PO5-2	Pump-Ops Extended Warranty Program (CONUS): Provides an additional year (12-month) of warranty coverage on all Hardware/Software delivered products. Runs after initial 12-month Warranty (included) expires. (5% or \$3800. whichever it the greater)	\$	550.00	1	\$	550.00				
PO-1000-SM Pump-Ops Panel Simulator Unit Total w/Warranty						16,550.00				
<u>CA Sales Tax</u>										
ST1	CA Sales Tax (10.75%)		11%	1	\$	1,720.00				
	\$	18,270.00								

CHARBOT COLLEGE FTP FIXED PRICE QUOTATION: 385E2-OPTIONSPACKAGE APRIL 13, 2022 Page 2

GENERAL TERMS AND CONTIONS OF SALE

1) Quotation Validity:

2) Payment Schedule:

90 Days. All prices quoted in US Dollars (\$USD)

- a) US Shipment: 50% upon order, balance to be invoiced within 30 days of announced shipment date or 10 days after acceptance, whichever comes first.
- b) Grant: 100% Upon final acceptance or 30 days post-delivery, whichever comes first.
- c) Government/GSA Funded: Upon completion or Performance based payments if applicable.

3) Payment Terms:

4) Termination for Convenience

NET 30 from date of invoice

If Buyer's order is canceled for any reason other than for Seller's default, Buyer is liable for all costs incurred at the time of cancellation to include order termination processing costs and restocking fees for any reusable components credited to Buyer's account.

5) US Delivery Lead Time:

a) Standard Production System: 90-120 days ARO

b) Custom/Optional Cab systems or Mobile Systems: 120-180 ARO dependent on level of customization and component requirements.

6) US Delivery Location:

FOB destination, unless otherwise stated; Partial Shipment and Partial Invoice may occur.

7) Taxes*: (domestic)

- a) Prices quoted do not include local, state or federal taxes unless indicated otherwise.
- b) If this sale is subject to Use Tax, Buyer is liable for the tax and should make payment directly to its taxing authority. However, FAAC may collect Sales Tax for the following States: CA, FL, HI, IA, KY, MA, MI, NY, TN, UT, WA, and WV.
- c) If applicable, please include a copy of your tax exemption certificate or direct pay permit with your Purchase Order.

d) Factory pick-up will be subject to 6% MI Sales Tax.

12 Month hardware warranty from date of installation unless otherwise stated in the written proposal.

9) Orders:

Warranty:

Please address all orders to:

FAAC Contracts Department 1229 Oak Valley Drive Ann Arbor, MI 48111 1-877-322-2387 Email: orders@faac.com;

cc: Bill Martin wbmartin@faac.com

Fax: (734) 761-5368

10) Cage Code:

11) Tax ID:

3J401

38-2690218

12) DUNS:

175204163

BOND

FY2021-2022

DEPT.

EQUIPMENT ATB PROJECTS

BOB BUELL/DON CARLSON

REQ. BUDGET:

	SOURCE OF		DOC. #/			
DATE INPUT	FUND	REQUESTS	DISCRIPTION	VENDOR	AMOUNT	
3/2/2022	BOND	REQUISITION	R1421135	MICROSOFT	57,240.94	
3/2/2022	BOND	REQUISITION	R1421136	CDW GOVERNMENT	3,035.75	
3/2/2022	BOND	REQUISITION	R1411168	MUICIPAL EMERGENCY SERVICES	10,575.00	
3/2/2022	BOND	REQUISITION	R1421137	CLARIDGE PRODUCTS & EQUIPMENT INC	1,575.62	
3/22/2022	BOND	REQUISITION	R1421151	OFFICEDEPOT.COM	944.80	
4/13/2022	BOND	REQUISITION	R1421159	LN CURTIS	1,791.46	
4/13/2022	BOND	REQUISITION	R1421161	ALLSTAR FIRE EQUIPMENT	14,393.87	
4/13/2022	BOND	REQUISITION	R1421162	GYM DOCTOR	6,813.16	
4/13/2022	BOND	REQUISITION	R1421163	MUICIPAL EMERGENCY SERVICES	6,722.08	
4/13/2022	BOND	REQUISITION	R1421164	FIREVENT LLC	1,362.23	
4/13/2022	BOND	REQUISITION	R1421165	LN CURTIS	15,557.81	
4/13/2022	BOND	REQUISITION	R1421166	LN CURTIS	1,104.73	
4/13/2022	BOND	REQUISITION	R1421167	FIREHOUSE FABRICATORS	13,187.52	
4/13/2022	BOND	REQUISITION	R1421169	FAAC INCORPORATED	94,932.00	
4/13/2022	BOND	REQUISITION	R1421170	FAAC INCORPORATED	18,270.00	
TOTAL EXPENSES:						
AVAILABLE BUDGET						

MEMORANDUM





| Via Email

TO: Chief Business Officers

FROM: Marc A. LeForestier

General Counsel

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to

Russia's Invasion of Ukraine

On March 4, 2022, Governor Gavin Newsom issued <u>Executive Order N-6-22</u> (EO) (available here: http://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) regarding sanctions in response to the Russian invasion of Ukraine.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. As you know, many community college districts contract with the California Community Colleges Board of Governors, and this memorandum is shared with the listserv for this purpose.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable. If you have any questions regarding compliance with these sanctions, they should be addressed to your legal counsel.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

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