



**Chabot-Las Positas Community College District**  
 7600 Dublin Blvd, 3rd Floor - Dublin, CA 94568

**PURCHASE ORDER**

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

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

**Vendor:** FAAC INCORPORATED  
 1229 OAK VALLEY DR  
 ANN ARBOR MI 48108

<b>Receiving</b>	
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
-----ORDER INSTRUCTIONS----- THIS IS AN EMAIL ORDER - NO MAIL COPY TO FOLLOW SENT TO: orders@faac.com and cc: --Bill Martin wbmartin@facc.com PLEASE EMAIL OR FAX ORDER CONFIRMATION TO: PURCHASING DEPT. (925) 485-5271 ----- --FOR TECHNICAL QUESTIONS ABOUT THIS --PROJECT PLEASE CONTACT:BOB BUELL --AT bbuell@chabotcollege.edu OR 510-723-6851 ----- SEE ATTACHED DOCUMENTS: -QUOTE # 385E1-BASEPACKAGE dated 04/13/22 -GENERAL PROVISIONS FOR WORK AND SERVICES -CLPCCD COVID-19 VACCINATION MANDATE  <div style="border: 1px solid blue; padding: 5px; width: fit-content;"> <p><b>DLSE LISTING REVIEW</b>              Date: <u>4/18/2022</u>              Buyers Initials: <u>MM</u></p> </div>			

Buyer: Marie Hampton

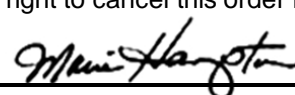
**TOTAL: CONTINUED**

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.

  
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<b>FOB</b>	<b>Terms</b>
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Destination	Net 30 Days
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Description	Quantity	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: mmccclung@clpccd.org -----			
SIDE-MOUNT PUMP-OPS PANEL SIMULATION BASE PACKAGE CONSIST AND INCLUDES THE FOLLOWING: PO1-1 SIDE-MOUNT PUMP-OPS PANEL (PO-1000-SM) A. STANDARD COMMERCIAL SIDE-MOUNT PUMPS-OPS PANEL -SIMULATOR UNIT B. INSTRUCTOR OPERATOR STATION (IOS) C. EVOLUTION/HOSE EDITOR APPLICATION	1.00 EA	71,000.000	71,000.00

Buyer: Marie Hampton	<b>TOTAL: CONTINUED</b>
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Destination	Net 30 Days
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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 SCHEMATIC			
-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/VERNIER			
-THROTTLE 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			

Buyer: Marie Hampton	<b>TOTAL: CONTINUED</b>
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Destination	Net 30 Days
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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 TAXABLE --ADDITIONAL SHIPPING CHARGES-- PO4-1 CRATING, SHIPPING AND DELIVERY TO CA -QTY 1 @ \$4,500.00 NON-TAXABLE <div style="text-align: right;">Tax:</div>	Single T	x Rate -10.75%	7,632.50
		Item Subtotal:	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

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

Buyer: Marie Hampton	<b>TOTAL: 94,932.50</b>
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# FAAC INCORPORATED

Unique Entity ID <b>UY43FBN7NHK8</b>	CAGE / NCAGE <b>3J401</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jan 6, 2023</b>	
Physical Address <b>1229 Oak Valley DR Ann Arbor, Michigan 48108-9675 United States</b>	Mailing Address <b>1229 Oak Valley Drive Ann Arbor, Michigan 48108-9675 United States</b>	

## Business Information

Doing Business as <b>MILO Range Training Systems</b>	Division Name <b>Arotech Training And Simulation Division</b>	Division Number <b>(blank)</b>
Congressional District <b>Michigan 12</b>	State / Country of Incorporation <b>Michigan / United States</b>	URL <b>http://www.faac.com</b>

## Registration Dates

Activation Date <b>Jan 10, 2022</b>	Submission Date <b>Jan 6, 2022</b>	Initial Registration Date <b>Feb 27, 2002</b>
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## Entity Dates

Entity Start Date <b>Jan 1, 1971</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>6VDL7</b>	Legal Business Name <b>AROTECH CORPORATION</b>
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## Highest Level Owner

CAGE <b>8G4U4</b>	Legal Business Name <b>GREENBRIAR HOLDINGS IV, LLC</b>
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## 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 <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Manufacturer of Goods</b>
Profit Structure <b>For Profit Organization</b>		



**Socio-Economic Types**

Check the registrant's Repts & 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 <b>Yes</b>	Debt Subject To Offset <b>No</b>
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EFT Indicator <b>0000</b>	CAGE Code <b>3J401</b>
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**Points of Contact****Electronic Business**

👤 <b>Benjamin Smith, Controller</b>	<b>1229 Oak Valley Drive Ann Arbor, Michigan 48108 United States</b>
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Deborah Fuller, Controller of Shared Services	1229 Oak Valley Drive Ann Arbor, Michigan 48108 United States
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**Government Business**

👤 <b>Todd Glenn, Exec. Dir. of Military Bus Development</b>	<b>1229 Oak Valley Drive Ann Arbor, Michigan 48108 United States</b>
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Christian Degraff, Military Business Development Manager - Army	1229 Oak Valley Drive Ann Arbor, Michigan 48108 United States
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**Past Performance**

👤 <b>Todd Glenn, Exec. Dir. of Military Business Development</b>	<b>1229 Oak Valley Drive Ann Arbor, Michigan 48108 United States</b>
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Kurt Flosky, President	1229 Oak Valley Drive Ann Arbor, Michigan 48108 United States
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**Service Classifications****NAICS Codes**

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

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

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**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.



**FIRE**  
SIMULATION TRAINING



**PUMP OPS**  
SIMULATOR PAT. PEND

**50**  
1971-2021  
Years of Innovation

Firm Fixed Quotation





### SIDE-MOUNT PUMP-OPS UNIT BASE PACKAGE

Part #	Description	Unit Price (USD)	Qty	MSRP Price (USD)
<b><i>Side-Mount Pump-Ops Panel Simulation Base Package</i></b>				
<b>PO1-1</b>	<b>Side-Mount Pump-Ops Panel (PO-1000-SM)</b>	<b>\$ 57,000.00</b>	<b>1</b>	<b>\$ 57,000.00</b>
a.	Standard Commercial Side-Mount Pumps-Ops Panel Simulator Unit	Included	1	
b.	Instructor Operator Station (IOS)	Included	1	
c.	Evolution/Hose Editor Application	Included	1	
d.	Training Materials/User Manuals	Included	1	
e.	Warranty: 12 Months System Coverage	Included	1	
Standard Commercial Side-Mount Panel Sub Total				\$ 57,000.00
<b><i>Additional Featurs/Functionality Options</i></b>				
PO2-1	Trainee Visual Scene/Hose Layout Schematic	\$ 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	\$ 3,000.00	1	\$ 3,000.00
Standard Commercial Side-Mount Panel Options Sub Total				\$ 14,000.00
<b><i>On-Site Support Services</i></b>				
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
<b><i>Shipping and Handling</i></b>				
PO4-1	Crating, Shipping and Delivery to CA	\$ 4,500.00	1	\$ 4,500.00
PO-1000-SM Pump-Ops Panel Simulator Unit Total				\$ 83,500.00
<b><i>Pump-Ops Panel Extended Warranty Programs</i></b>				
PO5-2	<b>Pump-Ops Extended Warranty Program (CONUS):</b> 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 Unit Total w/Warranty				\$ 87,300.00
<b><i>CA Sales Tax</i></b>				
ST1	CA Sales Tax (10.75%)	11%	1	\$ 7,632.50
<b>PO-1000-SM Pump-Ops Panel Simulator Unit Grand Total w/ CA Sales tax</b>				<b>\$ 94,932.50</b>

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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.
- 8) Warranty: 12 Month hardware warranty from date of installation unless otherwise stated in the written proposal.
- 9) Orders: Please address all orders to:
 

FAAC Contracts Department  
 1229 Oak Valley Drive  
 Ann Arbor, MI 48111  
 1-877-322-2387  
 Email: [orders@faac.com](mailto:orders@faac.com);  
 cc: Bill Martin [wbmartin@faac.com](mailto: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:**

DATE INPUT	SOURCE OF FUND	TYPE OF REQUESTS	DOC. #/ 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
<b>TOTAL EXPENSES:</b>					<b>\$ 229,236.97</b>
<b>AVAILABLE BUDGET</b>					<b>(\$229,236.97)</b>

**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. **TERM:** This Agreement is effective **April 18, 2022** and will continue until completion of work **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.** 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.
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. **COMPENSATION:** 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. **CONFLICTS OF INTEREST:** 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. **INDEPENDENT CONTRACTOR STATUS:** 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. **DAVIS-BACON ACT**: 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. **LICENSES & ASSURANCES**: 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. **WARRANTY**: 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. **INSURANCE**: 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. **VENUE:** 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. **ATTORNEYS FEES:** 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. **HEADINGS OR CAPTIONS:** 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. 3<sup>rd</sup> Floor, Dublin CA 94568

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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



**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

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On March 4, 2022, Governor Gavin Newsom issued [Executive Order N-6-22](http://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) (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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