

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

**TO: MEMBERS OF THE GOVERNING BOARD**  
**SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES**  
**REQUESTED ACTION: APPROVAL**

**EMPLOYMENT 2018-2019**

**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Teras Jones	Accounting Specialist II	General Fund	5/16/2019-06/30/19	\$17.33/ hr.
Tracey Littlejohn	Payroll Technician	General Fund	5/16/2019-06/30/19	\$18.10/ hr.
Ricardo Rodriguez	Accounting Specialist I	General Fund	5/16/2019-06/30/19	\$17.33/ hr.
Jeffrey Sagan	ASTC Instructional Assistant	Basic Skills Transformation	06/03/19-06/30/19	\$16.56/hr.

**Resignation**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Peter Cammish	Dean, Research, Planning & Institutional Effectiveness (6 years; 3 months service)	4/1/2019
Dawn Carpenter	FT Office Technology Instructor (3 years; 9 months service)	05/23/2019
Celia Lopez	Payroll Lead (3 years; 6 months service)	5/89/2019

**Mary Jones**  
 Human Resources

May 3, 2019

**Date Submitted**

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

May 15, 2019

**Date Approved**

**EMPLOYMENT 2019-2020**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Kristina Ferrebee	Anatomy/Physiology Instructor (Tenure Track)	08/08/2019

**Part-Time Adjunct Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Kelvin Cheah	Adjunct Instructor – Counseling (not to exceed 67%)	06/10/2019
Joshua Mueller	Adjunct Instructor – Physical and Earth Sciences (not to exceed 67%)	08/08/2019

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

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

**PERSONAL SERVICES AGREEMENTS**

**Academic Affairs**  
**David Williams, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Maxim Baluyev	Violin instruction for Applied Music student.	April 18, 2019 – May 15, 2019	Not to exceed \$400.00

**Bond**  
**Lucky Lofton, Executive Bond Manager**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
The Power of Three Consultancy	Reconciliation of bond accounting records to District, preparation of written procedures and training.	May 16, 2019 – June 30, 2019	Not to exceed \$7,500.00

**Student Services**  
**Gregory Brown, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Tristan Johnson	Host, Master of Ceremonies for Black Recognition Event.	May 19, 2019	Not to exceed \$250.00

**Robert V. Diamond**  
 Vice President, Finance & Administration  
 May 3, 2019  
**Date Submitted**

**Celia Esposito-Noy, Ed.D.**  
 Superintendent-President  
 May 15, 2019  
**Date Approved**

**Student Services (Cont.'d)**  
**Gregory Brown, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Sidney Laws	Pictures for Black Recognition Event	May 19, 2019	Not to exceed \$350.00
Benjamin Ofori	Traditional African Drumming and Dance for Black Recognition Event.	May 19, 2019	Not to exceed \$700.00
Jesus Solorio	Danza Azteca performance for Latino Recognition Ceremony	May 17, 2019	Not to exceed \$200.00
Tyne Analysis Services	Math and English tracking for easy reporting of student progression.	May 15, 2019 – June 30, 2019	Not to exceed \$21,000.00

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **WARRANTS**

**REQUESTED ACTION:**

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

**SUMMARY:**

04/01/19	Vendor Payments	11092856-11092940	\$228,263.22
04/02/19	Vendor Payments	11092941-11092943	\$5,746.58
04/03/19	Vendor Payments	11092944-11092950	\$4,317.09
04/03/19	Vendor Payments	11092951-11092953	\$32,035.89
04/03/19	Vendor Payments	11092954-11092963	\$1,630,462.25
04/09/19	Vendor Payments	11092964-11092966	\$28,775.00
04/09/19	Vendor Payments	11092967-11093044	\$303,406.18

*CONTINUED ON NEXT PAGE:*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 70902 &amp; 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$ 4,091,942.67</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Robert V. Diamond  
Vice President, Finance and Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Robert V. Diamond  
Finance and Administration

**VICE PRESIDENT APPROVAL**

May 3, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 15, 2019

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANTS**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE:*

04/10/19	Vendor Payments	11093045-11093049	\$2,267.38
04/10/19	Vendor Payments	11093050-11093052	\$4,728.65
04/15/19	Vendor Payments	11093053-11093123	\$18,122.66
04/15/19	Vendor Payments	11093124	\$1,890.00
04/15/19	Vendor Payments	11093125-11093181	\$163,090.61
04/17/19	Vendor Payments	11093182-11093196	\$15,859.36
04/17/19	Vendor Payments	11093197-11093207	\$959,641.13
04/17/19	Vendor Payments	11093208-11093211	\$1,772.00
04/23/19	Vendor Payments	11093212	\$6,730.33
04/23/19	Vendor Payments	11093213-11093266	\$277,029.96
04/25/19	Vendor Payments	11093267-11093268	\$46,820.78
04/25/19	Vendor Payments	11093269-11093272	\$4,911.70
04/29/19	Vendor Payments	11093273-11093340	\$207,369.25
04/29/19	Vendor Payments	11093341-11093398	\$148,702.65
<b>TOTAL:</b>			<b>\$ 4,091,942.67</b>

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

- Information OR  Approval  
 Consent OR  Non-Consent

SUMMARY:

<u>Name</u>	<u>Assignment &amp; Years of Service</u>	<u>Effective</u>
Kristy Juliano	Full-Time Professor – Music 10 years and 9 months of service at SCC	05/23/2019

STUDENT SUCCESS IMPACT:

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

*Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: N/A*

SUPERINTENDENT’S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Mary Jones  
Human Resources

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7263

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

May 15, 2019

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

May 3, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **CONTRACT AWARD TO KEENAN & ASSOCIATES FOR INTERCOLLEGIATE SPORTS & STUDENT ACCIDENT INSURANCE POLICY FOR THE 2019-2020 ACADEMIC YEAR**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested to enter into contract with Keenan & Associates for an insurance policy for the 2019-2020 academic year. The base policy covers intercollegiate sports and student accidents and catastrophic accident insurance.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy: 5420</i>	<i>Estimated Fiscal Impact: \$43,650</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>TABLE</b>
Victoria L. Lamica, Director of Purchasing & Support Services		
<b>PRESENTER'S NAME</b>		
4000 Suisun Valley Road Fairfield, CA 94534		
<b>ADDRESS</b>		
(707) 864-7259		
<b>TELEPHONE NUMBER</b>		
Robert V. Diamond VP, Finance & Administration		
<b>VICE PRESIDENT APPROVAL</b>		
April 24, 2019		
<b>DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT</b>		
Celia Esposito-Noy, Ed.D. Superintendent-President		
May 15, 2019		
<b>DATE APPROVED BY SUPERINTENDENT-PRESIDENT</b>		

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO KEENAN & ASSOCIATES FOR  
INTERCOLLEGIATE SPORTS & STUDENT ACCIDENT  
INSURANCE POLICY FOR THE 2019-2020 ACADEMIC  
YEAR**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Staff solicited competitive policies from five (5) insurance carriers resulting in the lowest responsive and responsible plan from U.S. Fire Insurance Company through Keenan & Associates.

Base Policy	\$38,500
Catastrophic	<u>\$5,150</u>
Total:	\$43,650

**2019-2020**

**Intercollegiate Sports & Student Accident  
Insurance BASE POLICY Proposal #1**



**U.S. Fire Insurance Company**

Presented to:

**Solano Community College District**

**-Solano College-**

**4000 Suisun Valley Road | Fairfield, CA 94534**

Monique Palmieri-Wilson  
Vice President of Insurance Schools  
Property & Casualty  
2868 Prospect Park Drive, Suite 600  
Rancho Cordova, CA 95670  
(916) 859-7160 x 4280  
Mpalmieri-wilson@keenan.com  
License # 0451271

## Intercollegiate Sports & Student Accident Insurance Carrier & Claims Company Information

<b>Entity Name</b>	<b>U.S. Fire Insurance Company</b>
<b>City, State</b>	Morristown, NJ
<b>A.M. Best Rating</b>	A (Excellent) XIII
<b>Carrier Description</b>	Fairmont Specialty is a division of Crum & Forster, a national commercial property and casualty insurance group of insurance companies wholly owned by Fairfax Financial Holdings Limited. Crum & Forster Group (C&F) is a national commercial property and casualty insurance company with accident and health authority. For 2010, gross written premium was \$0.8B and surplus was \$1.3B. Fairmont Specialty is a division of Crum & Forster, which underwrites niche casualty lines and a wide range of accident and health insurance products. These products are written through United States Fire Insurance Company and The North River Insurance Company.
<b>Brokerage Consulting Company</b>	<b>Keenan &amp; Associates</b>
<b>City, State</b>	Torrance, CA (Headquarters)
<b>Years of Service to the Industry</b>	42+
<b>Claims Company Name</b>	<b>BMI Benefits, LLC. / Bob McCloskey Insurance</b>
<b>City, State</b>	Matawan, New Jersey
<b>Years of serving California Community Colleges</b>	35+
<b>Claims Submission Information</b>	
<b>Nationwide Toll-Free Number</b>	800-445-3126
<b>Claim Form Required? Yes/No</b>	Yes
<b>Claim lookup online? Yes/No</b>	Yes
<b>Claim Submission Deadline</b>	90 days or as soon as possible, or within 180 days of date of injury or first treatment for the injury. Medical bill, HCFA 1500 or UB92 should be used to submit expenses.
<b>Mailing address for claim submission</b>	PO Box 511 76 Main Street, Matawan, NJ 07747
<b>E-mail address for claim submission</b>	Available
<b>Website</b>	www.bobmccloskey.com
<b>Customer Service Hours (EST)</b>	9:00a.m. - 5:00p.m.
<b>Assigned Specific Claims Examiner? Yes/No</b>	Yes
<b>Claims Processing Time for a complete claim while maintaining a 98.9% financial accuracy (# of days/range)</b>	10-15 business days
<b>HIPAA Compliance with federal privacy and confidentiality requirements Yes/No</b>	Yes

Intercollegiate Sports & Student Accident Insurance Benefits: Solano Community College District	
<b>Policy Effective Date:</b>	08/01/2019 to 07/31/2020
<b>Proposed Plan:</b>	<b>Full Excess, 100% Usual &amp; Customary</b>
<b>Benefit Period:</b>	52 Weeks
<b>Incurred Expense:</b>	120 Days
<b>Accident Medical Expense:</b>	\$50,000 Non-Intercollegiate Sports (Students)
	\$25,000 Intercollegiate Sports
<b>Deductibles:</b>	\$0 (zero)
<b>Dental Limit:</b>	Included
<b>Physiotherapy Limit:</b>	Included
<b>Durable Medical Equipment:</b>	Included
<b>Prosthetic Devices:</b>	Included
<b>Guest / Recruits:</b>	Included
<b>Accidental Death:</b>	\$10,000
<b>Accidental Dismemberment:</b>	\$10,000
<b>AD&amp;D Aggregate Limit:</b>	\$500,000
<b>Expanded Medical Benefit: (Athletes)</b>	Included
<b>Heart &amp; Circulatory Benefit: (Athletes)</b>	Included
<b>HMO / PPO Denial Benefit: (Athletes)</b>	Included
<b>Pre-existing Condition Benefit: (Athletes)</b>	Included

**Class-I ICS Sports:** Diving, Swimming & Soccer

**Class-II ICS Sports:** All other Sports

**Non-Intercollegiate (Students):** All enrolled and registered FTES students of the Policyholder

**Child Care Facility:** All children of enrolled and registered FTES students of the Policyholder

**SPORTS COVERAGE**

**Covered Sports:**

**Intercollegiate Men's Sports:** Baseball; Basketball; Swimming/Diving; Tennis.

**Intercollegiate Women's Sports:** Basketball; Soccer; Softball; Swimming/Diving; Tennis; Volleyball.

Student Trainers are covered while participating in sponsored and supervised activities.

All Activities must be Supervised and Sponsored by the Policyholder



P.O. Box 1538  
Rancho Cordova, CA 95741  
License # 0451271

916.859.4900  
916.859.7167 fax GS  
www.keenan.com

**U.S. Fire Insurance Company  
Proposal #1  
2019-2020 Premium**

**Intercollegiate Sports and Student Accident Insurance  
\$25,000 / \$50,000 per Injury Maximum**

<b>Solano Community College District</b>	<b>2019-2020 Premium</b>
Per Injury Deductibles: \$0	\$38,500.00

**By signing below, the parties agree to bind coverage under this contract.**

**On behalf of the District:**

**Mr. Robert Diamond**

**Name: Vice President, Finance & Administration**

**District: Solano Community College District**

**Signature:**

**Date:**

**On behalf of the Company:**

**Name: John Stephens, Sr. Vice President**

**Broker: Keenan & Associates**

**Signature:**

**Date:**

**NOTE:** The information contained in this proposal is only an outline of the benefits offered. It is NOT a complete explanation of the policy provisions or specifics of the policy benefits. No coverage is extended via this proposal and no representations are made other than what is stated in the policy. To review a complete description of the program coverage, exclusions, and benefits, please contact us for a specimen copy of the policy.

**2019-2020**  
**Catastrophic Accident Insurance Proposal**



**U.S. Fire Insurance Company**

Presented to:  
**Solano Community College District**  
-Solano College-  
4000 Suisun Valley Road | Fairfield, CA 94534

Monique Palmieri-Wilson  
Vice President of Insurance Schools  
Property & Casualty  
2868 Prospect Park Drive, Suite 600  
Rancho Cordova, CA 95670  
(916) 859-7160 x 4280  
Mpalmieri-wilson@keenan.com  
License # 0451271



P.O. Box 1538  
 Rancho Cordova, CA 95741  
 License # 0451271

916.859.4900  
 916.859.7167 fax GS  
 www.keenan.com

## Catastrophic Accident Insurance Carrier & Claims Company Information

<b>Entity Name</b>	<b>U.S. Fire Insurance Company</b>
<b>City, State</b>	Morristown, NJ
<b>A.M. Best Rating</b>	A (Excellent) XIII
<b>Carrier Description</b>	Fairmont Specialty is a division of Crum & Forster, a national commercial property and casualty insurance group of insurance companies wholly owned by Fairfax Financial Holdings Limited. Crum & Forster Group (C&F) is a national commercial property and casualty insurance company with accident and health authority. For 2010, gross written premium was \$0.8B and surplus was \$1.3B. Fairmont Specialty is a division of Crum & Forster, which underwrites niche casualty lines and a wide range of accident and health insurance products. These products are written through United States Fire Insurance Company and The North River Insurance Company.
<b>Brokerage Consulting Company</b>	<b>Keenan &amp; Associates</b>
<b>City, State</b>	Torrance, CA (Headquarters)
<b>Years of Service to the Industry</b>	42+
<b>Claims Company Name</b>	<b>BMI Benefits, LLC. / Bob McCloskey Insurance</b>
<b>City, State</b>	Matawan, New Jersey
<b>Years of serving California Community Colleges</b>	35+
<b>Claims Submission Information</b>	
<b>Nationwide Toll-Free Number</b>	800-445-3126
<b>Claim Form Required? Yes/No</b>	Yes
<b>Claim lookup online? Yes/No</b>	Yes
<b>Claim Submission Deadline</b>	90 days or as soon as possible, or within 90 days of date of injury or first treatment for the injury. Medical bill, HCFA 1500 or UB92 should be used to submit expenses.
<b>Mailing address for claim submission</b>	PO Box 511 76 Main Street, Matawan, NJ 07747
<b>E-mail address for claim submission</b>	Available
<b>Website</b>	www.bobmccloskey.com
<b>Customer Service Hours (EST)</b>	9:00a.m. - 5:00p.m.
<b>Assigned Specific Claims Examiner? Yes/No</b>	Yes
<b>Claims Processing Time for a complete claim while maintaining a 98.9% financial accuracy (# of days/range)</b>	10-15 business days
<b>HIPAA Compliance with federal privacy and confidentiality requirements Yes/No</b>	Yes

**Catastrophic Accident Insurance Benefits: Solano Community College District**

<b>Policy Effective Date:</b>	08/01/2019 to 07/31/2020
<b>Proposed Plan:</b>	<b>Full Excess, 100% Usual &amp; Customary</b>
<b>Benefit Period:</b>	520 Weeks
<b>Accident Medical Expense:</b>	\$1,000,000
<b>Deductibles:</b>	\$50,000 Non-ICS (Students)
	\$25,000 For Class-I Sports
	\$25,000 For Class-II Sports
<b>Accidental Death:</b>	\$10,000
<b>Accidental Dismemberment:</b>	\$10,000
<b>AD&amp;D Aggregate Limit:</b>	\$500,000
<b>Expanded Medical Benefit: (Athletes)</b>	Included
<b>Heart &amp; Circulatory Benefit: (Athletes)</b>	Included
<b>HMO / PPO Denial Benefit: (Athletes)</b>	Included
<b>Pre-existing Condition Benefit: (Athletes)</b>	Included

**Athletes:** All enrolled and registered Athletes of the Policyholder

**Students and Cadets:** All enrolled and registered FTES students of the Policyholder

**Child Care Facility:** All children of enrolled and registered FTES students of the Policyholder

**SPORTS COVERAGE**

**Covered Sports:**

**Intercollegiate Men's Sports:** Baseball; Basketball; Swimming/Diving; Tennis.

**Intercollegiate Women's Sports:** Basketball; Soccer; Softball; Swimming/Diving; Tennis; Volleyball.

Student Trainers are covered while participating in sponsored and supervised activities.

All Activities must be Supervised and Sponsored by the Policyholder



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License # 0451271

916.859.4900  
916.859.7167 fax GS  
www.keenan.com

**U.S. Fire Insurance Company  
2019-2020 Premium**

**Catastrophic Accident Insurance  
\$1,000,000 Accident Medical Expense Maximum**

Solano Community College District	2019-2020 Premium
Per Injury Deductibles: \$50,000 Non-ICS (Students) \$25,000 For Class-I \$25,000 For Class-II	\$5,150.00

**By signing below, the parties agree to bind coverage under this contract.**

**On behalf of the District:**

**Mr. Robert Diamond**

**Name: Vice President, Finance & Administration**

\_\_\_\_\_

**District: Solano Community College District**

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**On behalf of the Company:**

**Name: John Stephens, Sr. Vice President**

\_\_\_\_\_

**Broker: Keenan & Associates**

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**NOTE:** The information contained in this proposal is only an outline of the benefits offered. It is NOT a complete explanation of the policy provisions or specifics of the policy benefits. No coverage is extended via this proposal and no representations are made other than what is stated in the policy. To review a complete description of the program coverage, exclusions, and benefits, please contact us for a specimen copy of the policy.

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **RENEWAL AGREEMENT WITH THE SOLANO COUNTY  
OFFICE OF EDUCATION FOR DUPLICATING AND  
COURIER SERVICES FOR SCHOOL YEAR 2019/2020**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested to renew the agreement with Solano County Office of Education for duplicating and courier services. The term of the agreement is from July 1, 2019 through June 30, 2020. The total cost to the District shall not exceed \$105,470. This total includes 60% manager, courier services, as outlined in the original agreement dated February 5, 2013, including 9.75% indirect costs.

Exhibit “A-1” is attached for review.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i> N/A	<i>Board Policy:</i> 3225	<i>Estimated Fiscal Impact:</i> <b>\$105,470</b>
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<b>SUPERINTENDENT’S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
---	---

Robert V. Diamond  
Vice President, Finance & Administration

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Robert V. Diamond

**VICE PRESIDENT APPROVAL**

May 3, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 15, 2019

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**Exhibit “A-1”**

**2019/2020**

This Exhibit “A-1” is for the 2019/2020 school year and incorporates by reference the terms and conditions of the Services Agreement dated February 5, 2013, between Solano County Office of Education (County Office) and Solano Community College (College), for duplicating and courier services.

The estimated annual cost for services under this agreement for the 2019/2020 year is \$105,470.00. This total includes 60% manager, courier services, as outline in the original agreement, and 9.75% indirect costs.

All other terms and conditions outlined in the agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representative to execute this Exhibit “A-1”.

SOLANO COUNTY OFFICE OF EDUCATION

SOLANO COMMUNITY COLLEGE

\_\_\_\_\_  
Tommy Welch  
Deputy Superintendent, Administrative  
Services and Operations

\_\_\_\_\_  
Name:  
Solano College

04-18-2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION NO. 18/19-22 APPROVAL TO PREQUALIFY CONTRACTORS FOR THE LIBRARY/LEARNING RESOURCE CENTER PROJECT (BUILDING 100 REPLACEMENT)**

**REQUESTED ACTION:**

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

**SUMMARY:**

The District has submitted final plans to the Chancellor’s Office and State for final approval, authorization to bid, and release of construction phase State funding for the Library/Learning Resource Center Project. Once the District receives State authorization, the District will issue the project for bid. Due to the size and some of the unique features of the project, staff recommends prequalifying potential bidders. The Board is asked to approve Resolution # 18/19-22, adopting the attached prequalifications process. The Request for Prequalification is available online at <http://www.solano.edu/measureq/2019/190515%20Resolution%20for%20GCs%20LLRC%20Project.pdf>

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code:*                      *Board Policy:*                      *Estimated Fiscal Impact: None*

**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

Lucky Lofton  
Executive Bonds Manager

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Robert V. Diamond  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

May 3, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 15, 2019

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



# **EXHIBIT A**

**REQUEST FOR PREQUALIFICATION  
#RFQ #19-009  
FOR**

**GENERAL CONTRACTORS  
SEEKING TO BID ON THE**

**SOLANO COMMUNITY COLLEGE  
LIBRARY/LEARNING RESOURCE CENTER PROJECT  
(BUILDING 100 REPLACEMENT)**



**SOLANO**  
COMMUNITY COLLEGE

**SOLANO COMMUNITY COLLEGE DISTRICT  
FAIRFIELD, CALIFORNIA**

**MAY 16, 2019**

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## **PROJECT INFORMATION AND RFP INSTRUCTIONS**

### **I. NOTICE OF PREQUALIFICATION**

**Notice is hereby given** that Solano Community College District (“District”) is seeking to prequalify B licensed Contractors who wish to compete for the award of contract for the Library/Learning Resource Center Project. The District has determined that, pursuant to Public Contract Code section 20651.5 all bidders on construction of the Library Learning Resource Center Project must be pre-qualified prior to submitting a bid. All Contractors seeking to be prequalified must fully complete the prequalification questionnaire and provide all materials requested herein. No bid will be accepted from a Contractor that has failed to prequalify. If a Joint Venture intends to submit a bid, each entity within the Joint Venture must be separately prequalified.

### **II. PROJECT OVERVIEW**

The new Library/Learning Resource Center (Building 100 Replacement) project (“Project”) is located in the heart of the District’s Fairfield Campus at 4000 Suisun Valley Road, Fairfield, California. This Project includes construction of a new 59,252 sf, 2-story Library/Learning Resource Center (LLRC) building, demolition of five modular buildings (approximately 8,930sf) and the approximately 49,074 sf old library building, and new site improvements at these areas. The new LLRC building will contain library functions, tutoring program, TV Studio program, professional development office and training room, and the District’s Data Center and IT department. These functions are currently located in the old Library building and will migrate to the new LLRC building when it is completed.

The foundation system will include rammed aggregate piers, footings and grade beams and floor slab. The main vertical and horizontal building structure will be steel moment frame (non-fireproofed). Ground floor exterior cladding is a rain screen with FRP panel and some metal panel sections. Upper floor exterior cladding is a storefront glazing system. Perforated metal panel sunscreens are projected from the building about much of the upper floor. The new building includes 2 elevators, 2 large open stairs, a bleacher-type tiered seating area, and a very large membrane skylight and corresponding atrium-type opening in the second floor. Site improvements will include patios, paths and landscaping about the new building, grading, paths, and landscaping of a new campus open space in the location of the old Library, replacement of a concrete on-campus sidewalk/fire access road, some improvements in existing parking lots, and miscellaneous related work.

This Project is anticipated to be issued for bid in July 2019, pending State approval to issue for bid. Construction is likely to commence in October 2019. The project budget is approximately \$34 million. Due to interface with an occupied campus, the following phases and timeframes have been established:

- Phase 1: Mobilize on site and demolish old portable buildings and site preparation for new building
- Phase 2: Construct new building. Building to be ready for occupancy June 1, 2021
- Phase 3: Demolish old Library building
- Phase 4: Construct site improvements in area of old Library building

The building is being designed with sustainability and ‘green’ building principles to equivalent *LEED* Silver rating. The building is also being designed to exceed Title 24 energy efficiency requirements by at least 15%.

**Project Labor Agreement.** The District has entered into a Project Labor Agreement that is applicable to this Project. The Contractor and all subcontractor tiers will be required to assent to the terms of the Project Labor Agreement.

**Small Local and Diverse Business Program.** The District has established a Small, Local, and Diverse Business Program (SLDBE Program) to ensure access, equity and inclusion of Solano County

businesses in the area of construction contracting associated with Measure Q Bond expenditures. The SLDBE participation goal is 20% of the total construction contract amount. SLDBE requirements may be achieved through the combined participation of the following:

- Local DBE Businesses (minimum 10%)
- Non-local DBE Businesses
- Local non-DBE Businesses

DBE businesses include:

- Certified Small Business Enterprises (SBEs)
- Certified Minority-owned Business Enterprises (MBEs)
- Certified Women-owned Business Enterprises (WBEs)
- Certified Disadvantaged Business Enterprises (DBEs)
- Certified Disabled Veteran-owned Business Enterprises (DVBEs)

Note that there is a concurrent goal of minimum 3% DVBE. This counts towards the 20% SLDB program goal, in either the local DBE or non-local DBE category above.

### **III. PREQUALIFICATION PROCESS**

#### **A. Prequalification Submittal Overview:**

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. The District will use these documents as the basis of rating Contractors. The District reserves the right to check other sources available. The District's decision will be based on the evaluation criteria in the attached Evaluation Forms.

The prequalification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of contractors applying for prequalification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated in the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify the District and provide updated accurate information in writing, under penalty of perjury.

The District may refuse to grant prequalification where the requested information and materials are not provided, or not provided by the due date. The closing time for submittals will not be changed in order to accommodate supplementation of incomplete submissions, or late submissions.

The District reserves the right to make other inquiries as permitted by law. The District reserves the right, in its sole discretion, to reject any or all prequalification packages, to waive irregularities and omissions in the information contained in the prequalification package submitted, and to make all final determinations.

Contractors that have submitted a Prequalification Package shall receive written notification of their prequalification status. The District reserves the right to suspend or rescind the prequalification based on subsequently learned information, including falsification of information. Regardless of the fact of prequalification, the District is not precluded from a post-bid consideration of a bidder's responsibility, including a determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

**B. Prequalification Forms:**

All prequalification packages shall be on the forms provided by the District. Prequalification forms can be downloaded from the District's website at [www.solano.edu](http://www.solano.edu).

**C. Deadline for Submitting Prequalification Packages:**

Interested contractors shall fully complete the prequalification package and submit one (1) unbound single sided original with attachments, five (5) bound copies with attachments and one (1) CD-R or thumb drive including a PDF copy of the prequalification package. Please tab all sections of the Prequalification Questionnaire according to the table of contents. Prequalification submittals must be marked clearly on the envelope with your firm name and **"RFQ #19-009 Prequalification for General Contractors for the Library/Learning Resource Center Project"**.

Contractors must "hand deliver" a fully completed prequalification package as detailed above on or prior to **2:00 P.M. on Tuesday, June 25, 2019.** Prequalification Submittals are to be delivered to:

Solano Community College District  
Laura Scott, Bond Purchasing Agent  
Building 600, Room 605  
4000 Suisun Valley Road  
Fairfield, CA 94534

Submittals received after the specified time and date will not be considered and will be returned unopened to the sender. **THIS SUBMISSION DEADLINE WILL BE STRICTLY ENFORCED.** No fax, mail or e-mail copies will be accepted. The District reserves the right to request, receive, and evaluate supplemental information after the above time and date at its sole discretion.

**D. Mandatory Pre-Submittal Conference:**

A pre-submittal conference is scheduled for **Friday, May 31, 2019 at 10:00 AM**. Interested parties are to meet at the Solano Community College District Denis B. Honeychurch Board Room, Building 600, 4000 Suisun Valley Road, Fairfield, CA 94534. The meeting will include a presentation of the Project, and will allow for questions regarding the prequalification package.

**E. Questions about the Prequalification Process:**

Contractors are required to submit any questions in writing, via e-mail only, to the District's Project Manager no later than **4:00 P.M. on Thursday June 13, 2019.** The District's Project Manager is:

Noe Ramos  
Project Manager  
Kitchell  
Email: [Noe.Ramos@solano.edu](mailto:Noe.Ramos@solano.edu)

No other questions will be received after the deadline. Only written inquiries will be permitted. Under no circumstance should any contractors contact, discuss with, or inquire of any District consultant, employee, or elected official on any matter relating to this solicitation process, except as provided above.

An Addendum listing the questions and answers will be issued to all attendees of the Mandatory Prequalification Conference and posted on the District's web site on **Tuesday, June 18, 2019.**

This requirement is to ensure that the same information is communicated to all parties and that no inconsistent, incomplete, or inaccurate information is transmitted separately.

#### **IV. PREQUALIFICATION EVALUATION**

The District intends to utilize the Department of Industrial Relations, Model Forms for Prequalification and suggested scoring method for questions. The scoreable questions arise in the following categories:

PART I	Company Contact Information, Declaration
PART II	Essential Requirements for Qualification
PART III	Organization History, Organization Performance, Compliance with Civil and Criminal Laws
PART IV	Organization's Experience and Recent Construction Projects Completed
PART V	Financial Statements and Supplemental Information
PART VI	Required Attachments

**Note:** A contractor may be found not prequalified for prequalified for either:

- (1) Omission of requested information; or
- (2) Falsification of information

#### **V. PREQUALIFICATION APPEAL PROCESS**

Where a Contractor is not pre-qualified, the Contractor may dispute the District's determination through the appeal process. An appeal is begun by the Contractor delivering a written request for an explanation of any aspect of the District's determination to the District's Project Manager:

Noe Ramos  
Project Manager  
Kitchell, B1102  
4000 Suisun Valley Road  
Fairfield, CA 94534

A contractor's written request must be postmarked no later than five (5) business days after receipt of notice that the contractor is not prequalified.

Within five (5) working days from receipt of the District's written response to the Contractor's request, Contractor may submit, in writing, a request for reconsideration by the District's staff. Contractor may submit with the request any information that it believes supports a finding that District's determination should be changed.

The will render its decision within five (5) working days from receipt of Contractor's request for reconsideration, which shall be final and not subject to further appeal. It is the intention of the District that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

Without a timely appeal, the Contractor waives any and all rights to challenge the decision of the District, whether by administrative process, judicial process or any other legal process or proceeding.

# PREQUALIFICATION QUESTIONNAIRE

**PART I. COMPANY CONTACT INFORMATION and DECLARATION**

Firm Name: \_\_\_\_\_  
(as it appears on license)

Check One:  Corporation  
 Partnership  
 Sole Prop.

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

If firm is a sole proprietor or partnership:

Owner(s) of Company \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

Contractor's DIR Registration Number: \_\_\_\_\_

**DECLARATION**

1. Acknowledgement and Release. By signature and date on this page, prospective bidder authorizes any financial institution, credit reporting agency and/or service, legal firm or any other type of business, agency or individual named within this document to release to the Solano Community College District (or Solano Community College District's designated representative) any and all information as that information relates, or could relate, to their ability to evaluate the background, stability and general worthiness of this bidder to perform current or future construction activities if Prequalified and awarded a contract by the Solano Community College District.

- a. A photocopy of this page shall be deemed as valid as an original document.
- b. This Acknowledgement and Release shall remain in effect until such time as the prospective bidder, in writing, requests that the Solano Community College District cease any attempt to evaluate himself/herself/themselves as potential Prequalified bidder for construction work on the Library/Learning Resource Center Project (Building 100 Replacement)..

2. I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name and title)

## PART II. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Except as otherwise provided, Contractor will be immediately disqualified if the answer to any of questions 1 through 6, 11 and 12 is "No."

Contractor will be immediately disqualified if the answer to any of questions 7 through 10 is "Yes."<sup>1</sup>

1. Contractor possesses a valid and current California Contractor's B license.  
 Yes  No  
Contractor is currently registered with the California Department of Industrial Relations.  
 Yes  No
2. Contractor has Commercial Liability insurance in the amount of \$5,000,000 each occurrence and \$10,000,000 general aggregate for bodily injury, personal injury, property damage, advertising injury, and medical payments.  
 Yes  No
3. Contractor has Automobile Liability insurance in the amount of \$1,000,000 combined single limit per accident and \$2,000,000 general aggregate for bodily injury and property damage.  
 Yes  No
4. Contractor has Workers' Compensation Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.  
 Yes  No  
 Contractor is exempt from this requirement, because it has no employees
5. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.  
 Yes  No

**NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.**

[CONTINUED ON FOLLOWING PAGE]

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<sup>1</sup> A contractor disqualified solely because of a "Yes" answer given to question 7, 8, or 10 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

6. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek prequalification if you are seeking prequalification for a single project; or (if you are seeking prequalification valid for a year) (b) your current available bonding capacity?

Yes  No

**NOTE: Notarized statement must be from the surety company, not an agent or broker.**

7. Has your contractor's license been suspended or revoked at any time in the last five (5) years?

Yes  No

8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in default and/or terminated by the project owner within the last five (5) years?

Yes  No

9. At the time of submitting this prequalification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes  No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

10. At any time during the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes  No

11. Is your firm currently the debtor in a bankruptcy case?

Yes  No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

12. Was your firm in bankruptcy any time during the last five years?

Yes  No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

13. Has your firm contracted for and completed construction of a library building with a completed construction value of \$30 million or more within the past seven (7) years? (The same project may be used to meet the requirements of questions 11 and 12)

Yes  No

14. Has your firm contracted for and completed construction of at least three (3) building projects for K14, State or University each with a completed construction value of \$30 million or more within the past seven (7) years? (The same project may be used to meet the requirements of questions 11 and 12)

Yes  No

[CONTINUED ON FOLLOWING PAGE]

**PART III. ORGANIZATION HISTORY, ORGANIZATIONAL PERFORMANCE,  
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

**A. CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS**

**For Firms That Are Corporations:**

- 1a. Date incorporated : \_\_\_\_\_
- 1b. Under the laws of what state: \_\_\_\_\_
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.**

Person's Name	Construction Firm	Dates of Person's Participation with Firm

**For Firms That Are Partnerships:**

- 1a. Date of formation: \_\_\_\_\_
- 1b. Under the laws of what state: \_\_\_\_\_
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business.**

Person's Name	Construction Company	Dates of Person's Participation with Company

**For Firms That Are Sole Proprietorships:**

- 1a. Date of commencement of business. \_\_\_\_\_
- 1b. Social security number of company owner. \_\_\_\_\_
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

Person's Name	Construction Company	Dates of Person's Participation with Company

**For Firms That Intend to Make a Bid as Part of a Joint Venture:**

- 1a. Date of commencement of joint venture. \_\_\_\_\_
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

**B. HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE**

- 2. Has there been any change in ownership of the firm at any time during the last three (3) years?  
**NOTE: A corporation whose shares are publicly traded is not required to answer this question.**  
 Yes  No  
 If "yes," explain on a separate signed page.
  
- 3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?  
**NOTE: Include information about other firms if one firm owns 50 percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.**  
 Yes  No  
 If "yes," explain on a separate signed page.
  
- 4. Are any corporate officers, partners or owners connected to any other construction firms.  
**NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.**  
 Yes  No  
 If "yes," explain on a separate signed page.

5. State your firm's gross revenues for each of the last three (3) years:

\_\_\_\_\_

6. How many years has your organization been in business in California as a contractor under your present business name and license number? \_\_\_\_\_ Years

**C. LICENSES**

7. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

\_\_\_\_\_  
\_\_\_\_\_

8. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

\_\_\_\_\_  
\_\_\_\_\_

9. Has your firm changed names or license number in the past five (5) years?

Yes  No

If "yes," explain on a separate signed page, including the reason for the change.

10. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five (5) years?

Yes  No

If "yes," explain on a separate signed page, including the reason for the change.

11. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes  No

If "yes," please explain on a separate signed sheet.

**D. DISPUTES**

12. At any time in the last five (5) years has your firm been assessed liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes  No

**Library/Learning Resource Center Project  
(Building 100 Replacement)**

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If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

13. In the last five (5) years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

**NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.**

Yes  No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for prequalification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

14. In the last five (5) years has your firm been denied an award of a public works project contract based on a finding by a public agency that your company was not a responsible bidder?

Yes  No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

[CONTINUED ON FOLLOWING PAGE]

\* \* \* \* \*

**NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor.**

15. In the past five (5) years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

Yes  No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

16. In the past five (5) years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes  No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

\* \* \* \* \*

17. At any time during the past five (5) years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

Yes  No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

18. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes  No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

[CONTINUED ON FOLLOWING PAGE]

**E. CRIMINAL MATTERS AND RELATED CIVIL SUITS**

19. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes  No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

20. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes  No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

21. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes  No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

**F. BONDING**

22. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: \_\_\_\_\_

Name of surety agent, address and telephone number:

\_\_\_\_\_

23. If your firm was required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the last three (3) years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent (1%), if you wish to do so.

\_\_\_\_\_

24. List all other sureties (name and full address) that have written bonds for your firm during the last five (5) years, including the dates during which each wrote the bonds:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

25. During the last five (5) years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes  No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies that denied coverage; and the period during which you had no surety bond in place.

**G. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH LAWS AND WITH OTHER LABOR LEGISLATION SAFETY**

26. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five (5) years?

**NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**

Yes  No

If “yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

27. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

Yes  No

If “yes,” attach a separate signed page describing each citation.

28. Has the state or federal EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five (5) years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

Yes  No

If “yes,” attach a separate signed page describing each citation.

29. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

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30. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three (3) premium years:  
**NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.**

Current year: \_\_\_\_\_

Previous year: \_\_\_\_\_

Year prior to previous year: \_\_\_\_\_

If your EMR for any of these three (3) years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

31. Within the last five (5) years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes       No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five (5) years. (If your firm has been in the construction business for less than five (5) years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

**H. PREVAILING WAGE AND APPRENTICESHIP COMPLIANCE RECORD**

32. Has there been more than one occasion during the last five (5) years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

**NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.**

Yes  No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

33. During the last five (5) years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes  No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

**Library/Learning Resource Center Project  
(Building 100 Replacement)**

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34. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the Solano Community College District

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36. At any time during the last five (5) years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on government construction projects?

**NOTE: You may omit reference to any incident that occurred prior to January 1, 2014, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.**

Yes  No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

[CONTINUED ON FOLLOWING PAGE]

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## **PART IV. ORGANIZATION'S EXPERIENCE AND RECENT CONSTRUCTION PROJECTS COMPLETED**

Provide information on projects completed or currently in progress that demonstrate your organization's experience with projects of similar scope, size and complexity as the Solano Community College District Library/Learning Resource Center Project. Provide specific project related experience, relevance of scope, size and complexity.

### **1. Relevant Project Experience**

Provide information for six (6) public works projects completed within the last ten (10) years. Please use the Sample Format following this section.

At least three (3) of the examples should have construction values in excess of \$30,000,000, including at least one (1) project that is a K-14 project in the state of California with a construction value in excess of \$30,000,000. Relevant projects shall include as many of the following components and construction features as applicable:

- Library buildings in excess of 50,000 sf
- Drilled and rammed aggregate pier foundation systems
- Steel framed buildings
- Buildings with rain screen FRP siding/panels
- Buildings with extensive storefront systems
- Buildings with projected sunscreens
- Large polymer-type skylights
- Projects consisting of or which include college data centers
- Projects with complex interrelated building systems such as security monitoring and alarm, building and energy management systems, telecommunications, data distribution and other related sub-systems
- Projects in the center of educational campuses requiring work adjacent to existing sites/facilities that remain occupied and operational, while new work including utilities, site features, security, building and energy management, and telephone/data systems are constructed
- Demolition of buildings in excess of 45,000sf
- Projects whose agency of jurisdiction was California State Division of the State Architect (DSA)
- Projects that were designed to a USGBC minimum *LEED Silver* rating

Clearly identify the relevance of each project and be specific as to the nature of any self-performed work and the role of your organization in the management of the overall project. Photos and other graphic materials would be helpful to delineate each project.

[CONTINUED ON FOLLOWING PAGE]

## 2. Reference Interview Questions

This section includes a series of interview questions and questions about recently completed projects. **The District, in its sole discretion, may choose whether or not to conduct these reference interviews.** If the District chooses to conduct the interviews, the following questions will be used to interview randomly selected contacts from at least two (2) completed projects. No action on the Contractor's part is necessary. The following questions are included for the Contractors' information only:

1. Are there any outstanding stop payment notices, liens, or claims by the contractor that are currently unresolved on contracts for which notices of completion were recorded more than 120 days ago? (1 point for each is deducted from overall score; maximum amount to be deducted is 5 points)
2. On a scale of 1-10, with 10 being the best, did the contractor provide adequate personnel? (Max. 10 points)
3. On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision? (Max. 10 points)
4. On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job? (Max. 10 points)
5. On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including change order paperwork and scheduling updates? (Max. 10 points)
6. On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your agency or business approved? (Max. 10 points)
7. Was the project completed on time? (10 points if the answer is "Yes"). Or, if the answer is "no," on a scale of 1-10, with 10 being the least responsible, how responsible was the contractor for the delay?
8. On a scale of 1-10, with 10 being the best, rate the contractor on the timely submission of Change Order requests. (Max. 10 points)
9. On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued, and how well the contractor integrated the change order work into the existing work. (Max. 10 points).
10. On a scale of 1-10, with 10 being the best, rate how the contractor performed in the area of Operation & Maintenance manuals, as-built drawings, providing required training and resolving warranty items? (Max. 10 points)
11. On a scale of 1-10, with 10 being the lowest amount, rate the contractor on whether there were an unusually high number of claims, given the nature of the project. (Max. 10 points)
12. On a scale of 1-10, with 10 being the timeliest, did the contractor make timely payments to either subcontractors or suppliers? (If the person being interviewed knows of no such difficulties, the score on this question should be "10.")
13. On a scale of 1-10, with 10 being the best, how would you rate the quality of the work overall? (Max. 10 points)

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**Project Description and Information Sheet**

Contractor shall provide information about its six (6) most recently completed public works projects within the last ten (10) years. Names and references must be current and verifiable. Use a separate sheet of paper for each project and provide all of the following information:

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Gross Area (SF): \_\_\_\_\_

Project Delivery Method: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact (name, current email, and current phone number):  
\_\_\_\_\_

Architect or Engineer: \_\_\_\_\_

Architect or Engineer Contact (company name, contact and current email and phone number):  
\_\_\_\_\_

Construction Manager: \_\_\_\_\_

Construction Manager Contact (company name, contact and current email and phone number):  
\_\_\_\_\_

Description of Project, Scope of Work Performed:  
\_\_\_\_\_

LEED Certification Level (if any): \_\_\_\_\_

Original Construction Contract Amount: \_\_\_\_\_

Total Value of Construction (including change orders): \_\_\_\_\_

Original Scheduled Completion Date: \_\_\_\_\_

Time Extensions Granted (number of days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

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**PART V. FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION**

Financial prequalification may be established by determining capacity to perform the Library/Learning Resource Center Project contract in the following manner:

- a. Working capital is determined from the most recent balance sheet submitted, by subtracting the current liabilities from current assets.
- b. Available lines of credit or other credit facilities are then added to the working capital, and then the sum is multiplied by ten (10).
- c. Uncompleted work on current contracts, which have been awarded to your organization (backlog), will be subtracted from the amount determined in paragraph "b" above.
- d. Any positive number resulting from paragraph "c" above would be the maximum Solano Community College District contract that can be awarded to the Submitting organization.

Should your organization not qualify on the basis of the above calculation, the Solano Community College District may consider other alternative information you can provide that, in its sole judgment, indicates clearly your ability to meet the financial requirements of the anticipated Solano Community College District contract. This information must include the required data described below, and sufficient supplemental analysis and description as needed to clearly present your position. This information must be submitted with your Request for Prequalification. It is your responsibility to make the above-described calculation and determine if additional information will be required to demonstrate your ability to perform the project.

Information you must submit includes:

1. Full set of financial statements for your most recent three (3) complete fiscal years, accompanied by either an audit or review report by an independent Certified Public Accountant. *Compiled or internally prepared financial statements will not be accepted.* Statements, which are older than six (6) months, must be supplemented by internally financial statements, which update the information to no more than six (6) months from the date of submission of the Request for Prequalification. Such statements must be prepared in accordance with generally accepted accounting principles, including all required information disclosures.
2. Letter from a financial institution in support of available lines of credit or other facilities, if you wish them to be considered in prequalification. See attached "General Statement of Bank Credit" for sample language; Attachment - 1.
3. Schedule indicating contracts, which have been awarded to you, and reconciling the original award, any amendments, completed portion and uncompleted portion of such contracts. This is your backlog of work awarded but not yet complete.

[CONTINUED ON FOLLOWING PAGE]

## PART VI. REQUIRED ATTACHMENTS

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Name of Organization (Name must correspond exactly with Contractor's License)

**Solano Community College District**  
**4000 Suisun Valley Road**  
**Fairfield, CA 94534**

The following documents, Attachments 1 through 8, are to be submitted as part of the Request for Prequalification. Failure to provide all these attachments will be cause for disqualification for this project.

- **Attachment 1** - General Statement of Bank Credit
- **Attachment 2** - Certificate of Accountant
- **Attachment 3** - Notarized Statement from Bonding Company
- **Attachment 4** - Notarized Statement from Worker's Compensation Insurance Carrier
- **Attachment 5** - Current Copy of Organization's California Contractor's License(s)
- **Attachment 6** - Certification declaring that the applying organization has not has a surety company finish work on any project within the last five (5) years.
- **Attachment 7** - Certification declaring that the applying Organization, in the last five (5) years has not been found by a judge, arbitrator, jury, or a nolo contendere plea to have submitted a false or fraudulent claim to a public agency
- **Attachment 8** - Certification declaring that the applying Organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violations of law or a safety regulation, pursuant to Public Contract Code section 10162

**Attachment 1**

**BANK CREDIT STATEMENT**

\_\_\_\_\_ (Date)

Bank Reference # -----

Gentlemen:

In connection with the pre-qualification of \_\_\_\_\_  
(Name of General Contractor)

Under Section 10160 et seq. of the Public Contract Code to perform contracts with the City, we hereby declare that said General Contractor has been extended a line of credit in a total amount not exceeding \$\_\_\_\_\_, and that such credit will not be withdrawn or reduced without notice to the Solano Community College District.

This letter is signed with the understanding that it is a document to be used by the Solano Community College District only for the purpose of determining the financial resources of said General Contractor available for use in performing work under contracts, which may be awarded by the Solano Community College District during the term of its prequalification.

This General Statement of Bank Credit supersedes and replaces any General Statement of Bank Credit from the same Bank, which may have been filed with the current General Contractor's Statement of Experience and Financial Condition and will EXPIRE with the Annual Contractor's Statement of Experience and Financial Condition for which the line of credit was issued.

----- (Name of Bank)

----- (Address)

-----

By ----- (Signature of Bank Representative)

----- (printed name and Title)

----- (phone)

**PLEASE NOTE:** The above form is optional and may be used to augment your Working Capital or help your firm establish a rating when completed by your bank; if they prefer, one with the same provisions maybe issued on the bank's own letterhead.

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**Attachment 2**

Certificate of Accountant

**Exchange this page for a certification declaring that the financial statements included in this Prequalification Submittal set forth fairly the financial condition of the applying organization.**

***Sample Declaration***

I (We) have examined the financial statements of \_\_\_\_\_  
(Name of Organization)

as of \_\_\_\_\_. My examination was made in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In my (our) opinion, the accompanying financial statements included in this Prequalification Submittal, set forth fairly the financial condition of \_\_\_\_\_

(Name of Organization)  
as of \_\_\_\_\_ in conformity with generally accepted accounting principles applied on a basis consistent with that of the proceeding year.

\_\_\_\_\_  
(Accountant's Signature) License No. : \_\_\_\_\_

\_\_\_\_\_  
(Name of Accounting Firm's)

\_\_\_\_\_  
(Address of Firm)

\_\_\_\_\_  
\_\_\_\_\_

**NOTE TO ACCOUNTANT:**

The above Certificate of Accountant must not be made by any individual who is a member or who is in the regular employment of the individual, partnership, corporation, or joint venture submitting this Request for Prequalification.

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**Attachment 6**

Certification Declaring Applying Organization Has Not Had Surety Finish Work on any Project within last Five Years

**Exchange this page for a certification declaring that the applying organization has not had a surety company finish work on any project within the last five (5) years.**

***Sample Declaration***

I, \_\_\_\_\_ authorized agent of \_\_\_\_\_  
*(Name of Organization)*

hereby certify, under penalty of perjury under the laws of the State of California, that the organization named above has not had a surety company finish work on any project within the last five (5) years.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

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**Attachment 7**

False or Fraudulent Claim

**Exchange this page for a certification declaring that the applying organization in the last five (5) years has not been found, by a judge, arbitrator, jury, or nolo contendere plea, to have submitted a false or fraudulent claim to a public agency.**

***Sample Declaration***

I, \_\_\_\_\_ authorized agent of \_\_\_\_\_  
*(Name of Organization)*

hereby certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. In the last five (5) years, the organization named above, any affiliate, parent or subsidiary company, has not been found by a judge, arbitrator, jury, or nolo contendere plea, to have submitted a false or fraudulent claim to a public agency.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

**Attachment 8**

Disqualification or Removal

**Exchange this page for a certification declaring that the applying organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violations of law or a safety regulation, pursuant to State of California, Public Contract Code, Section 10162.**

***Sample Declaration***

I, \_\_\_\_\_ authorized agent of \_\_\_\_\_  
*(Name of Organization)*

hereby certify, under penalty of perjury under the laws of the State of California, that the organization named above has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of violations of law or a safety regulation, pursuant to State of California, Public Contract Code, Section 10162.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

PREQUALIFICATION  
EVALUATION FORMS  
(FOR INFORMATION PURPOSES)



**Prequalification of General Contractors  
Contractor Evaluation Form  
Solano Community College District  
Library/Learning Resource Center Project (Building 100 Replacement)**

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**CONTRACTOR INFORMATION**

Firm Name:  
Contact Person:  
Address:  
Phone:

---

**PREQUALIFICATION EVALUATION**

**Evaluation**

PART I	COMPANY CONTACT INFORMATION, DECLARATION and AFFIDAVIT	Pass/Fail
PART II	ESSENTIAL REQUIREMENTS FOR PREQUALIFICATION	Pass/Fail
PART III	ORGANIZATION HISTORY, ORGANIZATION PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS	Pass/Fail
	PART III Sections A through F	Pass/Fail
	PART III Sections G through H	Pass/Fail
PART IV	ORGANIZATION'S EXPERIENCE AND RECENT CONSTRUCTION PROJECTS COMPLETED	Pass/Fail
PART V	FINANCIAL STABILITY	Pass/Fail
PART VI	REQUIRED ATTACHMENTS	Pass/Fail

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**PREQUALIFICATION DETERMINATION**

**Pass/Fail**

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**Prequalification of General Contractors  
Contractor Evaluation Form  
Solano Community College District  
Library/Learning Resource Center Project (Building 100 Replacement)**

**Contractor:**  
**Reviewed by:**  
**Review Date:**

**PART I      COMPANY CONTACT INFORMATION, DECLARATION and AFFIDAVIT      **Pass/Fail****

**Company contact information and Affidavit completed and signed**      Rating: Pass/Fail  
 Yes - OK to proceed  
 No - Disqualified

**Acknowledgement of Addendum(s)**      Rating: Pass/Fail  
 Yes - OK to proceed  
 No - Disqualified

**PART II      ESSENTIAL REQUIREMENTS FOR QUALIFICATION**

**1-6**      **Except as otherwise provided, Contractor will be immediately disqualified if the answer to any of questions 1 through 6 is "No."**      Rating: Pass/Fail  
 List Questions Answered "NO" :

**7-12**      **Contractor will be immediately disqualified if the answer to any of questions 7 through 12 is "Yes."**      Rating: Pass/Fail  
 List Questions Answered "YES" :

**13-14**      **Except as otherwise provided, Contractor will be immediately disqualified if the answer to any of questions 13 and 14 is "No."**      Rating: Pass/Fail  
 List Questions Answered "NO" :

**Evaluation of Part II (Questions 1 through 14)**      Rating: **Pass/Fail**



**Prequalification of General Contractors  
Contractor Evaluation Form  
Solano Community College District  
Library/Learning Resource Center Project (Building 100 Replacement)**

Contractor:  
Reviewed by:  
Review Date:

**PART III ORGANIZATION HISTORY, ORGANIZATION PERFORMANCE,  
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

**Sections B through F**

- 6 **How many years has your organization been in business in California as a contractor under your present business name and license number?** \_\_\_\_\_ Points
- |                   |   |          |
|-------------------|---|----------|
| less than 3 years | = | 0 Points |
| 3 years           | = | 2 Points |
| 4 years           | = | 3 Points |
| 5 years           | = | 4 Points |
| 6 years or more   | = | 5 Points |
- 11 **Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or** \_\_\_\_\_ Points
- |     |   |          |
|-----|---|----------|
| Yes | = | 0 Points |
| No  | = | 5 Points |
- 12 **At any time in the last five years, has your firm been assessed and paid liquidated** \_\_\_\_\_ Points
- |                        |   |          |
|------------------------|---|----------|
| 0-1 Projects with LD's | = | 5 Points |
| 2 Projects with LD's   | = | 3 Points |
| Any other answer       | = | 0 Points |
- 13 **In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works** \_\_\_\_\_ Points
- |     |   |          |
|-----|---|----------|
| Yes | = | 0 Points |
| No  | = | 5 Points |
- 14 **In the last five years, has your firm been denied an award of a public works project contract based on a finding by a public agency that your company was not a responsible bidder?** \_\_\_\_\_ Points
- |     |   |          |
|-----|---|----------|
| Yes | = | 0 Points |
| No  | = | 5 Points |
- 15 **In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?** \_\_\_\_\_ Points
- |   |   |          |
|---|---|----------|
| No or Yes indicating 1 instance           | = | 5 Points |
| Yes indicating 2, 3 or 4 such instances   | = | 3 Points |
| Yes indicating more than 5 such instances | = | 0 Points |



**Prequalification of General Contractors**  
**Contractor Evaluation Form**  
**Solano Community College District**  
**Library/Learning Resource Center Project (Building 100 Replacement)**

16 In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration? \_\_\_\_\_ Points

No or Yes indicating 1 instance	=	5 Points
Yes indicating 2, 3 or 4 such instances	=	3 Points
Yes indicating more than 5 such instances	=	0 Points

17 At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private? \_\_\_\_\_ Points

No	=	5 Points
Yes indicating no more than 1-2 such claims	=	3 Points
<b>Subtract 5 point for Yes if more than 2 such claims</b>	=	<b>-5 Points</b>

18 In the last five years, has any insurance carrier, for any form of insurance, refused to **renew the insurance policy for your firm**? \_\_\_\_\_ Points

No or Yes indicating 1 such instance	=	5 Points
Yes indicating 2 such instances	=	3 Points
Yes indicating more than 2 such instances	=	0 Points

19 Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity? \_\_\_\_\_ Points

Yes	=	-5 Points
No	=	5 Points

20 Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction? \_\_\_\_\_ Points

Yes	=	-5 Points
No	=	5 Points

21 Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? \_\_\_\_\_ Points

Yes	=	-5 Points
No	=	5 Points

23 If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. \_\_\_\_\_ Points

If the rate is no more than 1%	=	5 Points
If the rate was no higher than 1.10%	=	3 Points
Any other answer	=	0 Points

25 During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? \_\_\_\_\_ Points

Yes	=	0 Points
No	=	5 Points

Total Points for PART III (Sections B-F):  0  Points

Evaluation of Part III (Sections B-F)

Pass/Fail

*For qualification, a passing score of 54 out of 70 points is needed on this portion of the questionnaire*



**Prequalification of General Contractors**  
**Contractor Evaluation Form**  
 Solano Community College District  
 Library/Learning Resource Center Project (Building 100 Replacement)

Contractor: 0

Reviewed by:

Review Date:

**PART III ORGANIZATION HISTORY, ORGANIZATION PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

**Sections G through H**

26

Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? \_\_\_\_\_ Points

No or Yes indicating 1 such instance	=	5 Points
Yes indicating 2, 3 or 4 such instances	=	3 Points
Yes indicating more than 4 such instances	=	-5 Points

27

Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years? \_\_\_\_\_ Points

No or Yes indicating 1 such instance	=	5 Points
Yes indicating 2, 3 or 4 such instances	=	3 Points
Yes indicating more than 4 such instances	=	-5 Points

28

Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years? \_\_\_\_\_ Points

No or Yes indicating 1 such instance	=	5 Points
Yes indicating 2, 3 or 4 such instances	=	3 Points
Yes indicating more than 4 such instances	=	0 Points

29

How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? \_\_\_\_\_ Points

Once each week or more often	=	3 Points
Any other answer	=	0 Points

30

List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years: \_\_\_\_\_ Points

Three year average EMR of .95 or less	=	5 Points
Three year average of EMR of more than .95 but no more than 1.00	=	3 Points
Three year average of EMR 1.00	=	0 Points

31

Within the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance? \_\_\_\_\_ Points

No or Yes indicating 1 such instance	=	5 Points
Any other answer	=	0 Points

32

Has there been more than one occasion during the last five years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws? \_\_\_\_\_ Points

No or Yes indicating no more than 4 such instances	=	5 Points
Yes indicating either 5 or 6 such instances	=	3 Points
Yes indicating more than 6 such instances	=	0 Points



**Prequalification of General Contractors**  
**Contractor Evaluation Form**  
 Solano Community College District  
 Library/Learning Resource Center Project (Building 100 Replacement)

33 During the last five years, has there been more than one occasion on which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements? \_\_\_\_\_ Points

No or Yes indicating no more than 4 such instance	=	5 Points
Yes indicating either 5 or 6 such instances	=	3 Points
Yes indicating more than 6 such instances	=	0 Points

34 Provide the name, address and telephone number of the apprenticeship program sponsor(s) (approved by the California Division of Apprenticeship Standards) that will provide apprentices to your company for use on any public work project for which you are awarded a contract by the Authority. \_\_\_\_\_ Points

At least one approved apprenticeship program is listed	=	5 Points
Any other answer	=	0 Points

36 At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on government construction projects? \_\_\_\_\_ Points

No or Yes indicating no more than 4 such instance	=	5 Points
Yes indicating either 5 or 6 such instances	=	3 Points
Yes indicating more than 6 such instances	=	0 Points

Total Points for PART III (Sections G-H)   0   Points

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<b>Evaluation of Part III (Sections G-H)</b>	<b>Pass/Fail</b>
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*For qualification, a passing score of 34 points is needed on this portion of the questionnaire*



**Prequalification of General Contractors  
Contractor Evaluation Form  
Solano Community College District  
Library/Learning Resource Center Project (Building 100 Replacement)**

**Contractor:**  
**Reviewed by:**  
**Review Date:**

**PART IV ORGANIZATION'S EXPERIENCE AND RECENT PROJECTS COMPLETED**

**Pass/Fail**

- |            |   |                     |
|------------|---|---------------------|
| <b>1</b>   | <b>Information on six (6) projects included within last ten (10) years</b><br><input type="text" value="Yes - OK to proceed (Pass)"/><br><input type="text" value="No - Disqualified (Fail)"/>                                      | Rating: _____       |
| <b>1.A</b> | <b>Three (3) building projects with a completed construction value of at least \$30 million included</b><br><input type="text" value="Yes - OK to proceed (Pass)"/><br><input type="text" value="No - Disqualified (Fail)"/>        | Rating: _____       |
| <b>1.B</b> | <b>One (1) public works project in CA with a completed construction value of at least \$30 million included</b><br><input type="text" value="Yes - OK to proceed (Pass)"/><br><input type="text" value="No - Disqualified (Fail)"/> | Rating: _____       |
| <b>2.A</b> | <b>Interview of Project "A"</b>   | Rating: <u>Pass</u> |
| <b>2.B</b> | <b>Interview of Project "B"</b>   | Rating: <u>Pass</u> |

**Evaluation of Part IV**

**Pass/Fail**



**Prequalification of General Contractors**  
**Contractor Evaluation Form**  
 Solano Community College District  
 Library/Learning Resource Center Project (Building 100 Replacement)

**Project A Interview**

**Project Name:**  
**Owner:**

**Date:**  
**Spoke to:**

- 1 **Are there any outstanding stop notices, liens, or claims by the contractor that are currently unresolved on contracts for which notices of completion were recorded more than 120 days ago?** \_\_\_\_\_ Points
- |  |   |           |
|--|---|-----------|
| 1 outstanding stop notice, lien, or claim    | = | -1 Points |
| 2 outstanding stop notices, liens, or claims | = | -2 Points |
| 3 outstanding stop notices, liens, or claims | = | -3 Points |
| 4 outstanding stop notices, liens, or claims | = | -4 Points |
| 5 outstanding stop notices, liens, or claims | = | -5 Points |
- 2 **On a scale of 1-10, with 10 being the best, did the contractor provide adequate personnel?** \_\_\_\_\_ Points
- 3 **On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision?** \_\_\_\_\_ Points
- 4 **On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job?** \_\_\_\_\_ Points
- 5 **On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including change order paperwork and scheduling updates?** \_\_\_\_\_ Points
- 6 **On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your agency or business approved?** \_\_\_\_\_ Points
- 7 **Was the project completed on time?** \_\_\_\_\_ Points
- |   |   |            |
|---|---|------------|
| Yes   | = | 10 Points  |
| If "No", on a scale of 1-10, with 10 being the least responsible, how responsible was the contractor for the delay? | = | 1-9 Points |
- 8 **On a scale of 1-10, with 10 being the best, rate the contractor on the timely submission of Change Order requests.** \_\_\_\_\_ Points
- 9 **On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued, and how well the contractor integrated the change order work into the existing work.** \_\_\_\_\_ Points
- 10 **On a scale of 1-10, with 10 being the best, rate how the contractor performed in the area of Operation & Maintenance manuals, as-built drawings, providing required training and resolving warranty items?** \_\_\_\_\_ Points
- 11 **On a scale of 1-10, with 10 being the lowest amount, rate the contractor on whether there were an unusually high number of claims, given the nature of the project.** \_\_\_\_\_ Points
- 12 **On a scale of 1-10, with 10 being the timeliest, did the contractor make timely payments to either subcontractors or suppliers? (If the person being interviewed knows of no such difficulties, the score on this question should be "10.")** \_\_\_\_\_ Points
- 13 **On a scale of 1-10, with 10 being the best, how would you rate the quality of the work overall?** \_\_\_\_\_ Points

**Total Points Project Interview A:** \_\_\_\_\_ **Points**

**Evaluation of Part IV (Project A)**

**Pass/Fail**

***For qualification passing score of 75 points or more is required***



**Prequalification of General Contractors**  
**Contractor Evaluation Form**  
 Solano Community College District  
 Library/Learning Resource Center Project (Building 100 Replacement)

**Project B Interview**

**Project Name:**  
**Owner:**

**Date:**  
**Spoke to:**

- |   |  |   |              |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
|---|--|---|--------------|-----------|---|---|------------|--|---|-----------|--|---|-----------|--|---|-----------|--|--|
| 1   | <b>Are there any outstanding stop notices, liens, or claims by the contractor that are currently unresolved on contracts for which notices of completion were recorded more than 120 days ago?</b>   |   | _____ Points |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
|   | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1 outstanding stop notice, lien, or claim</td> <td style="width: 5%; text-align: center;">=</td> <td style="width: 35%;">-1 Points</td> </tr> <tr> <td>2 outstanding stop notices, liens, or claims</td> <td style="text-align: center;">=</td> <td>-2 Points</td> </tr> <tr> <td>3 outstanding stop notices, liens, or claims</td> <td style="text-align: center;">=</td> <td>-3 Points</td> </tr> <tr> <td>4 outstanding stop notices, liens, or claims</td> <td style="text-align: center;">=</td> <td>-4 Points</td> </tr> <tr> <td>5 outstanding stop notices, liens, or claims</td> <td style="text-align: center;">=</td> <td>-5 Points</td> </tr> </table> | 1 outstanding stop notice, lien, or claim | =            | -1 Points | 2 outstanding stop notices, liens, or claims  | = | -2 Points  | 3 outstanding stop notices, liens, or claims | = | -3 Points | 4 outstanding stop notices, liens, or claims | = | -4 Points | 5 outstanding stop notices, liens, or claims | = | -5 Points |  |  |
| 1 outstanding stop notice, lien, or claim   | =  | -1 Points                                 |              |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 2 outstanding stop notices, liens, or claims  | =  | -2 Points                                 |              |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 3 outstanding stop notices, liens, or claims  | =  | -3 Points                                 |              |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 4 outstanding stop notices, liens, or claims  | =  | -4 Points                                 |              |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 5 outstanding stop notices, liens, or claims  | =  | -5 Points                                 |              |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 2   | <b>On a scale of 1-10, with 10 being the best, did the contractor provide adequate personnel?</b>  |   | _____ Points |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 3   | <b>On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision?</b>  |   | _____ Points |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 4   | <b>On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job?</b>   |   | _____ Points |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 5   | <b>On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including change order paperwork and scheduling updates?</b>  |   | _____ Points |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 6   | <b>On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your agency or business approved?</b>  |   | _____ Points |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 7   | <b>Was the project completed on time?</b>  |   | _____ Points |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
|   | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Yes</td> <td style="width: 5%; text-align: center;">=</td> <td style="width: 35%;">10 Points</td> </tr> <tr> <td>If "No", on a scale of 1-10, with 10 being the least responsible, how responsible was the contractor for the delay?</td> <td style="text-align: center;">=</td> <td>1-9 Points</td> </tr> </table>  | Yes                                       | =            | 10 Points | If "No", on a scale of 1-10, with 10 being the least responsible, how responsible was the contractor for the delay? | = | 1-9 Points |  |   |           |  |   |           |  |   |           |  |  |
| Yes   | =  | 10 Points                                 |              |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| If "No", on a scale of 1-10, with 10 being the least responsible, how responsible was the contractor for the delay? | =  | 1-9 Points                                |              |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 8   | <b>On a scale of 1-10, with 10 being the best, rate the contractor on the timely submission of Change Order requests.</b>  |   | _____ Points |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 9   | <b>On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued, and how well the contractor integrated the change order work into the existing work.</b>   |   | _____ Points |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 10  | <b>On a scale of 1-10, with 10 being the best, rate how the contractor performed in the area of Operation &amp; Maintenance manuals, as-built drawings, providing required training and resolving warranty items?</b>  |   | _____ Points |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 11  | <b>On a scale of 1-10, with 10 being the lowest amount, rate the contractor on whether there were an unusually high number of claims, given the nature of the project.</b>   |   | _____ Points |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 12  | <b>On a scale of 1-10, with 10 being the timeliest, did the contractor make timely payments to either subcontractors or suppliers? (If the person being interviewed knows of no such difficulties, the score on this question should be "10.")</b>   |   | _____ Points |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| 13  | <b>On a scale of 1-10, with 10 being the best, how would you rate the quality of the work overall?</b>   |   | _____ Points |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |
| <b>Total Points Project Interview B:</b>  |  |   | _____ Points |           |   |   |            |  |   |           |  |   |           |  |   |           |  |  |

**Evaluation of Part IV (Project B)**

**Pass/Fail**

***For qualification passing score of 75 points or more is required***



**Prequalification of General Contractors  
Contractor Evaluation Form  
Solano Community College District  
Library/Learning Resource Center Project (Building 100 Replacement)**

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**Contractor:**

**Reviewed by:**

**Review Date:**

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**PART V     FINANCIAL STABILITY**

**Company qualifies per the Financial Equation listed in Part V**

Rating: Pass/Fail

Yes
No

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**Evaluation of Part V**

**Pass/Fail**

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**PART VI     REQUIRED ATTACHMENTS**

**Required attachments included in Prequalification Submittal**

Rating: Pass/Fail

Yes
No

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**Evaluation of Part VI**

**Pass/Fail**

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SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #2 TO VISIONS  
MANAGEMENT FOR PROFESSIONAL MOVE  
MANAGEMENT AND MOVE SERVICES FOR THE  
SCIENCE BUILDING PROJECT**

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

On November 7, 2018, the Board approved a contract to Visions Management for Move Management and Move Services for the Fairfield Science Building Project. On April 17, 2019, the Board approved an Amendment for additional labor required to complete a more extensive inventory of existing furniture and equipment in B300 than was originally anticipated.

*CONTINUED ON THE NEXT PART*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$34,910.98 Measure Q Funds</i>
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**SUPERINTENDENT'S RECOMMENDATION:**  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Lucky Lofton  
Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Robert V. Diamond  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

May 3, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 15, 2019

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #2 TO VISIONS  
 MANAGEMENT FOR PROFESSIONAL MOVE  
 MANAGEMENT AND MOVE SERVICES FOR THE  
 SCIENCE BUILDING PROJECT**

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Visions as part of their move management contract was required to obtain quotes for moving companies to move the science department over to the new science building. Below is a summary of the quotes for the furniture and equipment move and the chemical move.

VENDOR (furniture and equipment)	TOTAL COST	VENDOR (chemicals)	TOTAL COST
Crown Worlwide Moving and Storage	\$12,056.00	ACTEnviro	\$12,056.00
<b>Suddath</b>	<b>\$58,972.18</b>	<b>NRC</b>	<b>\$11,754.50</b>
Valley - Declined bid	\$15,778.00	PREMIER	\$15,778.00

In addition there were the following moving scope items:

DESCRIPTION	COST	VENDOR
B300 MOPEC Table	\$ 740.00	Suddath
B300 Early Box Delivery	\$ 1,274.00	Suddath
VA Move	\$ 1,535.30	Crown

Board approval is requested for Amendment #2 to the Visions Management contract for the moving subcontracts in the amount of \$74,230.98. The unused contract allowance is currently at \$39,320.00. The net increase to the contract will be \$34,910.98.

**Contract Summary**

\$110,195.00 Original Contract Amount  
 \$ 15,862.50 Previously Approved Amendments (1)  
\$ 34,910.98 Proposed Amendment #2  
 \$160,968.48 New Contract Amount, including Amendment #2

The Board is asked to approve this contract Amendment #2 to Visions Management in the amount not to exceed \$34,910.98. Visions Management's new contract amount will be \$160,968.48.

The contract amendment is available online at  
<http://www.solano.edu/measureq/2019/190515%20Visions%20Amendment%202%20Science%20Bldg.pdf>

**AMENDMENT TO AGREEMENT**

**PARTIES**

This SECOND Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Visions Management** ("Consultant"), collectively the "Parties").

**RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated November 7, 2018, for services related to Fairfield Science Building Project;

WHEREAS, District and Consultant previously amended the Agreement on April 17, 2019; and

WHEREAS, District and Consultant desire to amend the Agreement to acknowledge the additional cost of moving services;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

**AGREEMENT**

1. Section 3 first paragraph of the Agreement is amended to read in its entirety: **"Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One Hundred Sixty Thousand Nine Hundred Sixty Eight and 48/100 Dollars (\$160,968.48), which includes the original contract amount of \$110,195.00, Amendment 1 amount of \$15,862.50, and Amendment #2 amount not to exceed \$34,910.98.
2. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
3. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

**SOLANO COMMUNITY COLLEGE DISTRICT**

**VISIONS MANAGEMENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Lucky Lofton

Print Name: \_\_\_\_\_

Print Title: Executive Bonds Manager

Print Title: \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ITEMS AS  
SUBMITTED BY THE CURRICULUM COMMITTEE, A  
SUBCOMMITTEE OF THE ACADEMIC SENATE

REQUESTED ACTION:

- Information OR  Approval
- Consent OR  Non-Consent

SUMMARY:

During the Spring 2019 semester in the month of April, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

STUDENT SUCCESS IMPACT:

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

Ed. Code: Title 5, Chapter 6, subchapter 2, beginning with §55100 Board Policy: 6100 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

David Williams, Ph.D.  
Vice President, Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

(707) 864-7102

TELEPHONE NUMBER

CELIA ESPOSITO-NOY, Ed.D.  
Superintendent-President

David Williams, Ph.D.  
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

May 3, 2019

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

May 15, 2019

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF  
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Spring 2019 semester in the month April, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

**CONSENT ITEM**

BIO 014 Principles of Microbiology – update requisites for AB705
CHEM 001 General Chemistry I – update requisites for AB705
ENGL 001 College Composition – update requisites for AB705
ENGL 310D Advanced English Skills Lab – update requisites for AB705

**ACTION ITEM**

None
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**NEW COURSE**

<b>Course</b>
ENGR 002 Introduction to Ethics in Engineering
PHOT 158 Photo Illustration
ATHL 011 Women’s Intercollegiate Beach Volleyball

**COURSE MODIFICATION**

Course	Modification
ASL 005 American Deaf Culture	GE, DE
ASTR 020 Astronomy Laboratory	DE, Methods of Instruction
ASTR 050 Astronomical Optics	Course Description
ENGR 001 – Introduction to Engineering	Course Description, Division Planning, Course Objectives, Units, Hours, SLOs, Assignments, Textbooks
COUN 062 Helping Skills: Creating Alliances & Facilitating Change	Requisites, Textbooks
HS 001 Introduction to Human Services	Number (051-001), Description, Division Planning, Objectives, Transferability, Articulation Information, Content, Textbooks
PLSC 007 International Relations	Department (IR-PLSC), Number (001-007), Title, Description, Division Planning, Objectives, C-ID, Transferability, GE, SLOs, Methods of Instruction, Remove DE, Textbooks

**COURSE INACTIVATION**

<b>Course</b>
None

**CURRICULUM REVIEW**

<b>Course</b>
None

**NEW PROGRAM**

<b>Program</b>
Physical Science A.S.
Photo Illustration Certificate of Achievement

**PROGRAM MODIFICATION**

<b>Program</b>	<b>Modification</b>
Mechatronics A.S.	PLOs, Courses
Political Science A.A.-T	PLOs and Courses
Mechatronics Certificate of Achievement.	PLOs, Courses

**PROGRAM INACTIVATION**

<b>Program</b>
None

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **2019-2022 SOLANO COMMUNITY COLLEGE  
STRATEGIC PLAN**

**REQUESTED ACTION:**

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

**SUMMARY:**

The final draft of the Solano Community College 2019-2022 Strategic Plan is being presented to the Governing Board for approval.

The first reading of the 2019-2022 Strategic Plan (draft) was presented to the Governing Board for information at the May 1, 2019, Governing Board meeting.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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**SUPERINTENDENT’S RECOMMENDATION:**

- APPROVAL**             **DISAPPROVAL**  
 **NOT REQUIRED**     **TABLE**

David Williams, Ph.D.  
Vice President, Academic Affairs

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7102

**TELEPHONE NUMBER**

David Williams, Ph.D.  
Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**

May 3, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 15, 2019  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**SOLANO**  
COMMUNITY COLLEGE

SOLANO COMMUNITY COLLEGE

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**2019-2022 STRATEGIC PLAN**

## The Strategic Planning Process

Solano Community College's last Strategic Plan f dslakfjdkfajlkfasdj;

In *The Vision for Success*, the California Community Colleges Chancellor's Office lays out a clear vision for the system, with goals centered on pairing high expectations with high support to help students complete their educational and career goals. State law requires colleges to adopt local goals aligned with the Vision for Success and consistent with the Guided Pathways framework and each college's Student Equity Plan.

Since Solano Community College did not have an active Strategic Plan during the launch of the Vision for Success, the college has taken this opportunity to build an entirely new Strategic Plan intrinsically aligned with the Vision. Thus, the first five goals of the Vision align with the first five goals of the Strategic Plan. Additional local goals developed by the Strategic Planning Committee round out the college's 2019-2022 Strategic Plan.

DRAFT

## SUMMARY

- Goal 1: Honor and empower students by helping them succeed in achieving their educational or career goals**  
*(Aligns with Vision for Success Goal 1)*
- Goal 2: Honor and empower students to transfer in a timely fashion**  
*(Aligns with Vision for Success Goal 2)*
- Goal 3: Honor and empower students to attain their education goals in a timely fashion while embracing the process of learning**  
*(Aligns with Vision for Success Goal 3)*
- Goal 4: Honor and empower students to gain meaningful employment/careers in their chosen field of study**  
*(Aligns with Vision for Success Goal 4)*
- Goal 5: Honor and empower student equity and success by eliminating equity gaps with a focus on disproportionately impacted populations**  
*(Aligns with Vision for Success Goal 5)*
- Goal 6: Strengthen ties to the community and local school districts to ensure access to college for all students.**
- Goal 7: Honor and empower the college community by maintaining adequate and sustainable financial resources to create an environment that supports teaching and learning.**
- Goal 8: Maintain a campus culture that honors and empowers teaching and learning.**

# GOAL 1: Honor and empower students by helping them succeed in achieving their educational or career goals

Reference to Vision for Success Systemwide Goal 1: Completion – Increase by at least 20 percent the number of CCC students annually who acquire associate degrees, credentials, certificates, or specific job-oriented skill sets.

---

**Overview:** Solano Community College values the importance of helping students achieve their educational and career goals. To achieve the following objectives, the College will focus on Guided Pathways, increasing access to counseling, and introducing more students to the College's robust Student Equity and support programs.

## OBJECTIVE 1.1:

**Create clear and accessible Guided Pathways for all degrees and certificates to help students' education planning and attainment**

- Increase the number of students who receive comprehensive education plans by the end of their second semester from XX to XX
- Increase the number of completed ADT degrees from 185 in 2016-17 to 204 in 2021-22, and increase of 10%. (*Vision for Success goal*)
- Increase the number of completed associate degrees from 578 in 2016-17 to 636 in 2021-22, an increase of 10%. (*Vision for Success goal*)
- Increase the number of completed CCCC-approved certificates from 132 in 2016-17 to 145 in 2021-22, an increase of 10%. (*Vision for Success goal*)

## OBJECTIVE 1.2:

**Ensure access to student support programs and services without regard to circumstances or identity.**

- Enhance the availability of SCC cohort programs (such as M.E.N., Puente, TRIO, Umoja, SOAR) and categorical programs (such as CalWORKs, DSP, EOPS/CARE, Veterans).
- Increase outreach and exposure across the campus for students and faculty by hosting one support services fair each semester.
- Increase the number of students who participate in ASTC and MAC services from XX in 2016-17 to XX in 2021-22, an increase of XX percent.

## OBJECTIVE 1.3:

**Foster a student's sense of belonging and community within their discipline and within the College**

- Increase discipline specific and identity-oriented clubs and cohorts to promote engagement and investment in the college.
- Increase student contact with faculty within the student's selected discipline or pathway by establishing at least one social activity each semester with increased participation annually.

## Goal 2: Honor and empower students to transfer in a timely fashion

Reference to Vision for Success Systemwide Goal 2: Transfer – Increase by 35 percent the number of CCC students systemwide transferring annually to a UC or CSU.

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**Overview:** Solano Community College values the role of the community college in facilitating efficient and timely transfer to four-year institutions. To achieve the following objectives, the College will focus on creating clear program maps aligned with transfer requirements, empowering discipline faculty and counselors to assist students in making transfer decisions, and by supporting increased programs and accessibility to the Transfer Center.

### OBJECTIVE 2.1:

**Empower students to explore, select and complete a transfer pathway.**

- Increase the number of transfers to UC/CSU from 630 in 2016–17 to 788 in 2021–22, an increase of 25%. (*Vision for Success goal*)
- Increase the number of students who transfer to a non-UC/CSU 4-year program, including Historically Black Colleges and Universities (HBCUs), from XX in 2016–17 to XX in 2021–22, an increase of 25%. (*Vision for Success goal*)

### OBJECTIVE 2.2:

**Increase outreach and resources for transfer students**

- Establish an advisor/mentor program for each discipline by the beginning of Fall 2021.
- Increase the number of students participating in transfer services and activities from XX in 2018–19 to XX in 2021–22, an increase of XX%.

### OBJECTIVE 2.3:

**Empower students to complete college level math and English in their first year by offering guided self-placement and support services.**

- Increase the number of students completing both math and English in their first year from XX in 2016–17 to XX in 2021–22, an increase of XX%.

## Goal 3: Honor and empower students to attain their education goals in a timely fashion while embracing the process of learning

Reference to Vision for Success Systemwide Goal 3: Unit Accumulation – *Decrease the average number of units accumulated by CCC students earning associate degrees, from approximately 87 total units to 79 total units – a decrease of 10 percent.*

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**Overview:** *Solano Community College values the time and financial commitment required of students attending college. To achieve the following objectives, the College will focus on implementing Guided Pathways initiatives like the creation of course sequencing maps for all programs and allowing guided self-placement through exposure to the Pathways for Academic and Career Excellence (PACE); encouraging higher unit-taking by students; and building a robust First Year Experience program.*

### OBJECTIVE 3.1:

**Orient and direct students to programs of interest based on their career goals.**

- Develop course sequencing maps for all programs by the beginning of Fall 2020.
- Use course sequencing maps to inform class schedule by Fall 2020.
- Increase the number of students successfully participating in the First Year Experience program from 108 in fall 2019 to 200 in 2021–22, an increase of 85%.

### OBJECTIVE 3.2:

**Increase the number of applicable units completed in the first year.**

- Increase the number of CTE students who complete nine or more units in a CTE program from XX in 2016–17 to XX in 2021–22, an increase of XX%.
- Increase the number of students who successfully complete 24 or more units from XX in 2016–17 to XX in 2021–22, an increase of XX%.
- Decrease the average length of time required to transfer from 5.5 years in 2016–17 to 4.5 years in 2021–22, a decrease of 18%.
- Decrease the average length of time to complete a certificate from XX in 2016–17 to XX in 2021–22, a decrease of XX%.
- Decrease the average units earned per completed associate degree from 91 in 2016-17 to 79 in 2021–22, a decrease of 13%. (*Vision for Success goal*)

## Goal 4: Honor and empower students to gain meaningful employment/careers in their chosen field of study

*Reference to Vision for Success Systemwide Goal 4: Workforce – Increase the percent of exiting students who report being employed in their field of study, from the most recent statewide average of 69 percent to 76 percent, an increase of 10 percent.*

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**Overview:** *Solano Community College values the importance of preparing students to enter the workforce. To achieve the following objectives, the College will focus on exposing more students to internships and occupational education courses, employing more students on campus to help them gain job experience and soft skills, and increasing access to employers from the community.*

### **OBJECTIVE 4.1:**

**Increase the number of students participating in internships and/or work experience opportunities.**

- Increase number of students in occupational education courses from XX in 2016–17 to XX in 2021–22, an increase of XX percent.
- Increase the number of students in off-site internship/apprentice programs from XX in 2016–17 to XX in 2021–22, an increase of XX percent.
- Increase the number of students employed and mentored on campus, from XX in 2016–17 to XX in 2021–22, an increase of XX percent.

### **OBJECTIVE 4.2:**

**Connect SCC programs to local industries and businesses to increase employment opportunities.**

- Improve collaboration between CTE programs and industry partners by increasing the number of industry experts visiting the campus, off-site visits with industry partners and the number of industries represented at advisory meetings, XX.
- Increase median annual earnings of students 18 months after completion, XX percent from 2016-17 to 2021-22.
- Increase the percent of students earning a living wage 18 months after completion from XX percent from 2016-17 to 2021-22.
- Increase the percent of students who report being employed 18 months after completion in their field of study from XX% from 2016-17 to 2021-22. (*Vision for Success goal*)

## Goal 5: Honor and empower student equity and success by eliminating equity gaps with a focus on disproportionately impacted populations

*Reference to Vision for Success Systemwide Goal 5: Equity- Reduce equity gaps across all of the above measures through faster improvements among traditionally underrepresented student groups.*

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**Overview:** Solano Community College values the primacy of equity in all decisions related to student success. To achieve the following objectives, the College will focus on implementing initiatives identified in the Student Equity and Achievement (SEA) Plan. The college commits to continuous self-evaluation, including identification and elimination of equity gaps.

### **OBJECTIVE 5.1:**

**Reduce the equity gaps for traditionally underrepresented student groups for all degrees and certificates**

- Increase the number of completed ADT degrees by the DI groups identified in the College's SEA Plan
- Increase the number of completed associate degrees by the DI groups identified in the College's SEA Plan.
- Increase the number of completed CCCCCO-approved certificates by the DI groups identified in the College's SEA Plan

### **OBJECTIVE 5.2:**

**Reduce the equity gaps for traditionally underrepresented student groups transferring to UC or CSU**

- Increase the number of transfers to UC/CSU from the DI groups identified in the College's SEA Plan.
- Increase the number of students from the DI groups identified in the College's SEA Plan who transfer to a 4-year program.

### **OBJECTIVE 5.3:**

**Reduce the equity gaps for traditionally underrepresented student groups so they can attain their education goals in a timely fashion**

- Decrease the average length of time to transfer for the DI groups identified in the College's SEA Plan.
- Decrease the average units earned per completed associate degree for the DI groups identified in the College's SEA Plan.

### **OBJECTIVE 5.4:**

**Reduce the equity gaps for traditionally underrepresented student groups acquiring employment in their field of study**

- Increase the percent of students from the DI groups identified in the College's SEA Plan who report being employed 18 months after completion in their field of study.

*Note: The metrics in this Goal are necessarily general; the Student Equity (SEA) Plan includes disaggregated data by Disproportionately Impacted (DI) groups specific to each metric.*

DRAFT

## Goal 6: Strengthen ties to the community and local school districts to ensure access to college for all students.

Reference to Vision for Success Systemwide Goal: *This is a local Solano Community College Goal*

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**Overview:** *Solano Community College values the role of the College as the higher education destination for our community and values the importance of providing access to college for those who might not consider themselves college-bound. To achieve the following objectives, the College will focus on increasing articulation agreements and dual enrollment in local school districts and increasing community outreach.*

### **OBJECTIVE 6.1:**

**Strengthen connections to local area high schools through articulation agreements and dual enrollment, where appropriate, as well as regular high school outreach.**

- Develop an online tool kit for the articulation processes at SCC for high school courses by the beginning of Fall 2021.
- Establish, by the end of Fall 2019, a standard CCAP agreement in collaboration with local feeder school districts.
- Offer at least one course under a CCAP agreement in each service area Unified School District by the end AY 2020-2021.
- Increase the number and regularity of SCC-sponsored outreach efforts at the local high schools.

### **OBJECTIVE 6.2**

**Strengthen ties to community groups that serve or represent DI populations (e.g. adult schools, churches, mosques, Pride organizations)**

- Involve the Campus Minority Coalition to assist in identifying community groups that serve DI populations.
- Create a contact list for the identified community groups and include them in campus messaging about events.
- Provide campus materials such as catalogs, class schedules, and financial aid and enrollment information.
- Create an annual “Diversity Resource Fair” and invite identified community groups to display at the event.
- Host an annual minoritized hiring fair on the Solano College main campus and at the centers.

## **Goal 7: Honor and empower the college community by maintaining adequate and sustainable financial resources to create an environment that supports teaching and learning.**

Reference to Vision for Success Systemwide Goal: This is a local Solano Community College Goal

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**Overview:** *Solano Community College values the ethical responsibility of conducting itself as an effective and efficient steward of federal and state funds and understands the importance of practicing sound fiscal policy. To achieve the following objectives, the College will focus on involving all campus constituencies in budgetary discussions, adhering to accreditation standards related to fiscal stability, and implementing sustainable practices in facilities and educational programs.*

### **OBJECTIVE 7.1:**

**Maintain reserves that equal or exceed the state average for California community colleges**

- Maintain a minimum Board reserve of at least 10% of annual expenditures, with total reserves at or above 21%.
- Meet all accreditation standards and goals for fiscal stability.
- Maintain total compensation (salary and benefit) costs at 75% to 80% of total expenditures.
- In addition to the annual budget, utilize multi-year budget projections for three additional budget years.
- Maintain an unmodified financial audit opinion.

### **OBJECTIVE 7.2:**

**Engage all constituencies of the college community in financial planning to ensure transparency**

- Engage all campus shared governance committees in financial planning and decision making as part of an integrated planning process
- Collaborate with the College Fiscal Advisory Committee on a regular basis
- Fiscal staff will participate in enrollment management processes

### **OBJECTIVE 7.3:**

**Implement and expand sustainability practices across facilities and educational programs**

- Consider proven sustainability solutions, when fiscally prudent, when making decisions about issues related to recycling/reusing, energy efficiency in building projects, and selection of outside vendors.
- Create a symposium of current efforts regarding climate change and/or environmental activism
- Encourage faculty to incorporate environmental components into the curriculum

- Expose students to non-traditional fields in science and technology through programs on campus such as FYE, Umoja, Puente, and TRIO.

#### **OBJECTIVE 7.4:**

##### **Prioritize maintenance on existing buildings to ensure a safe and pleasing learning environment**

- Direct existing funding toward routine maintenance needs to ensure that classrooms have necessities such as adequate lighting, working SMART technology, furniture in good condition, and wall and floor treatments that are clean and free of wear.

DRAFT

## Goal 8: Maintain a campus culture that honors and empowers teaching and learning.

Reference to Vision for Success Systemwide Goal: This is a local Solano Community College Goal

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**Overview:** Solano Community College values the importance of equity-informed teaching practice and is committed to hiring and retaining a diverse and qualified staff. To achieve the following objectives, the College will focus on expanded recruiting of diverse pools of candidates, regularly assessing the campus cultural climate, and engaging DI groups in discussions about teaching and learning.

### OBJECTIVE 8.1:

#### **Proactively recruit and train diverse candidates for faculty and staff positions**

- Send teams (faculty, staff, and administration) to culturally diverse hiring fairs to actively sell the vision of Solano College and recruit candidates.
- Work with the minority coalition to solicit feedback on both the recruitment and hiring process.
- Evaluate campus programs, like the Teaching Apprentice Program, to assess their effectiveness in recruiting/ developing a local pool of future faculty and staff.
- Regularly survey the campus community to understand the larger dynamics and campus traditions that may adversely affect faculty and staff of color.
- Increase the diversity of the College's staff to more accurately reflect the surrounding community.

### OBJECTIVE 8.2:

#### **Develop new faculty/staff orientation and training programs**

- Begin tenure review process cohort model support for new hires in Fall 2019.
- Develop faculty and staff mentoring programs by the end of AY 2019-2020.
- Expand professional development opportunities for faculty and staff.

### OBJECTIVE 8.3:

#### **Develop safe space training and support safe spaces on campus**

- Engage the campus in discussions to understand larger dynamics and campus traditions that may adversely impact DI student populations.
- Expand equity focused support groups intentionally focused on DI populations (e.g. Umoja, Puente)
- Engage the campus community in creating a welcoming environment for all students, including our LGBTQI and Dreamer students.
- Collaborate with community organizations (e.g. Solano Pride) to train faculty and staff to be allies of DI groups.

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

**TO:** Members of the Governing Board

**SUBJECT:** TRANSFER OPPORTUNITY PROGRAM (TOP)  
 AGREEMENT RENEWAL BETWEEN THE REGENTS OF  
 THE UNIVERSITY OF CALIFORNIA AND SOLANO  
 COMMUNITY COLLEGE

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for the Transfer Opportunity Program (TOP) Agreement between The Regents of the University of California and Solano Community College. By way of advising, academic preparation, and sharing best practices and school policies, the objective of TOP is to support Solano Community College in its efforts to increase the number of transfer ready students.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$7,000.00</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Gregory S. Brown  
 Vice President, Student Services

**PRESENTER’S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

707-864-7159

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

May 03, 2019

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

May 15, 2019

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

**UNIVERSITY UNDERGRADUATE ADMISSIONS  
TRANSFER OPPORTUNITY PROGRAM AGREEMENT  
(SOLANO COMMUNITY COLLEGE)**

The **Transfer Opportunity Program (TOP)** is a collaborative effort between The Regents of the University of California, on behalf of its department of Undergraduate Admissions (University) and SOLANO COMMUNITY COLLEGE (College). The mission of TOP is to support and enhance a transfer culture for College students. By way of advising, academic preparation, and sharing of best practices and school policies, the objective of TOP is to support College in its efforts to increase the number of transfer ready students.

Facilitating the transfer process of underrepresented students to a four year institution, particularly to University, is a primary objective.

By entering into an agreement to jointly support TOP services, both institutions expect to:

1. Share operational costs of the services.
2. Work collaboratively to identify, attract and motivate potential transfer students to pursue their education through the bachelor's degree level.
3. Work collaboratively to strengthen the academic preparation, performance and retention of the College students who seek transfer admission into University.
4. Focus on increasing the transfer rate of College's underrepresented students as well as those who do not traditionally transfer to four-year institutions.

**TOP Services.**

University TOP advisers will serve as a resource to the College's faculty, staff and students. Services include the following:

1. In collaboration with the College's transfer center staff or appropriate designee, the University TOP adviser will establish mechanisms for the early identification of potential transfer students, particularly those interested in transfer to University. This may include academic prep programs in local high schools that promote College attendance and university transfer.
2. TOP advisers will conduct transfer information sessions and workshops for students, faculty and staff.
3. TOP advisers will meet with students individually and/or in group forums to discuss course preparation for transfer to University. This includes appointments scheduled in advance by the Transfer Center staff and walk-in advising, schedule permitting.
4. TOP advisers will provide information and training to students, faculty, and staff in areas including but not limited to:
  - a. UC Application process;
  - b. University admission process;
  - c. University Transfer Admission Guarantee (TAG) process;
  - d. University major availability and requirements;
  - e. University academic program preparation;
  - f. University Student housing; and
  - g. Financial Aid process and resources.
5. TOP advisers will take referrals from College counselors, as well as make referrals to University services and academic departments as appropriate.

6. TOP advisers will act as a liaison between academic and administrative departments in areas pertaining to transfer, which include but are not limited to:
  - a. Articulation
  - b. Academic preparation
  - c. Financial aid
  - d. Student support services and programs
  - e. Intersegmental cross enrollment
  - f. TAG evaluation
7. TOP advisers will conduct/arrange special programs that may facilitate the transfer process, which may include but are not limited to:
  - a. Tours of the University campus
  - b. Special seminars for targeted audiences
  - c. Discover University Programming
  - d. TOP Summit for counselors
8. TOP advisers will attend College's Counseling Department meetings as appropriate.
9. TOP advisers will continue to utilize tools to serve College students most effectively. This includes, but is not limited to:
  - a. The use of the UC Transfer Admission Planner (TAP);
  - b. The use of distance advising when convenient to the student; and
  - c. The use of data reports to measure successes and potential needs for improvement. These data reports will also be made available to College upon request.
10. Deliver critical and timely admissions information to students and counselors. Provide admissions materials and publications and develop e-mail messages that specify academic preparation and requirements for University and other relevant admissions and orientation information.

### **Program Responsibilities.**

It is understood that as a joint effort, each party will have a set of unique responsibilities to ensure the success of TOP and to serve the students at College most effectively.

#### **University will fulfill the following responsibilities:**

- 1) Assign dedicated TOP advisers that are knowledgeable in matters related to UC admission policy, University selection processes, and campus specific articulation.
- 2) In consultation with the College Transfer Center staff, or appropriate designee, will determine the frequency of visits to the Transfer Center and provide a schedule prior to the start of each academic term.
- 3) Provide College's articulation officer, transfer center staff and student services personnel with updates regarding changes in articulation or admission/selection requirements at University.
- 4) Encourage the mutual exchange of aggregate students' data between College's Office of Institutional Research (IR) and the University Office of Undergraduate Admissions for research purposes and service improvements.
- 5) Provide the lists of potential transfer students acquired from IR to various University recruitment offices upon request.
- 6) Participate in College's periodic review of the program and staffing needs.

#### **College will fulfill the following responsibilities:**

- 1) Provide appropriate space with internet access for University TOP advisers in order to advise students. Occasionally, will also provide space large enough to accommodate other transfer related events, workshops, and activities.
- 2) Provide administrative support for the TOP adviser in the following ways:
  - a. Appointment scheduling for walk-ins;

- b. Phone scheduling for calls; and
  - c. Publicizing TOP related events and services via College campus communication networks.
- 3) Update the TOP adviser on articulation and curriculum changes, as well as any administrative procedures that may affect the implementation of the program.
  - 4) Provide academic information for students meeting with the TOP advisers, preferably through direct electronic access to transcripts.
  - 5) Facilitate the collection of student data by encouraging students to utilize the TAP.
  - 6) Work in collaboration with University to periodically review the program and staffing needs.

**Term.** The term of this agreement shall be from the date of the last authorized signature below through June 30, 2020.

**Fees.** For services provided by University staff under this Agreement, College shall pay University \$7,000, due within 30 days following receipt of invoice. The parties to this agreement acknowledge that failure to pay the amount set forth will result in discontinuance of all TOP services.

**Notice.** Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

1. **Regarding Agreement.** Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY

COLLEGE

Business & Revenue Contracts  
 University of California, Davis  
 One Shields Avenue  
 Davis, CA 95616

SOLANO COMMUNITY COLLEGE  
 Attn: Kristin Conner, EdD, Dean  
 4000 Suisun Valley Road  
 Fairfield, CA 94534  
 Phone: 707.864.7256  
 E-Mail: Kristin.Conner@solano.edu

2. **Regarding Program.** College’s correspondence or inquiries regarding the program or payment should be directed to the University contacts:
  - Assoc. Director & TOP Manager: Pamela Blanco, [parueca@ucdavis.edu](mailto:parueca@ucdavis.edu), 530-219-0568
  - Business Analyst: Jane Quiring, [jaquiring@ucdavis.edu](mailto:jaquiring@ucdavis.edu), 530-752-3261

**Priority of University Work.** University work always has priority over work to be performed for non-University users.

**Use of University’s Name.** College shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University. However, College may, without seeking such written approval, make true and accurate statements of its connection with the University regarding this Agreement and the terms hereof. Permission for use may be withdrawn at any time the authorizing official determines that further usage will not be in the best interests of the University.

**Indemnification.** Each party shall defend, indemnify, and hold the other party, its officers, agents, and employees harmless from and against any and all liability, loss, expense, attorneys’

fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

**Non-Liability of University.**

1. **Consequential Damages.** University shall not be liable for any loss of profits, claims against College by any third party, or consequential damages.
2. **Delay/Desired Result.** University shall incur no liability to College or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.
3. **Property Damage.** University shall incur no liability to College or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by College or delivered to University by College in connection with this agreement. College accepts all liability for risk of loss to any and all such property.
4. **Liability Limitation.** University's liability for damages shall not exceed the total of all charges paid by College.

**Protection of Confidential Data.**

1. University agrees to abide by the limitations on re-disclosure of personally identifiable information from educational records set forth in The Family Education Rights and Privacy Act [34 CFR § 99.33 (a)(2)] with the terms set below. 34 CFR § 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from College may use the information, but only for the purposes for which the disclosure was made.
2. **Definition.** *Covered data and information (CDI)* includes paper and electronic student education record information supplied by College to University.
3. **Acknowledgment of Access to CDI.** University acknowledges that this agreement allows University access to CDI.
4. **Prohibition on Unauthorized Use or Disclosure of CDI.** University agrees to hold CDI in strict confidence. University shall not use or disclose CDI received from or on behalf of College except as permitted or required by this agreement, as required by law, or as otherwise authorized in writing by College. University agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
5. **Return or Destruction of CDI.** Upon termination, cancellation, expiration or other conclusion of this agreement, University shall return all CDI to College or, if return is not feasible, destroy any and all CDI. If University destroys the information, University provide College with a certificate confirming the date of destruction of the data.
6. **Remedies.** If College can reasonably determine in good faith that University has materially breached any of its obligations under this agreement, the College, in its sole discretion, shall have the right to require University to submit a plan of monitoring and reporting, provide University with a 15 day period to cure the breach, or terminate this agreement immediately if cure is not possible. Before exercising any of these option, College shall provide written notice to University describing the violation and the action it intends to take.

**Disclaimer of Warranty.** UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY COLLEGE FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described herein.

**Termination.** University may terminate this agreement at any time by giving College 30 calendar days' written notice of such action.

**Amendment.** No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.

**Entire Agreement.** This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

SOLANO COMMUNITY COLLEGE

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_  
(authorized signature)

By: \_\_\_\_\_

Print name: Celia Esposito-Noy, Ed.D.

Steven Kobayashi  
Associate Director  
Procurement & Contracting Services  
UC Davis

Title: Superintendent-President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

**TO:** **Members of the Governing Board**

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

**REQUESTED ACTION:**

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

**SUMMARY:**

The Child Development Training Consortium (CDTC) administered through the Yosemite Community College District has approved an amended local agreement for stipends and a textbook loan program for early childhood education classes at Solano Community College. The maximum reimbursable amount awarded to the District has been increased from \$16,250.00 to \$20,550.00. The District will reimburse students a stipend for courses completed with a “C” or above, excluding P.E. or work experience classes that are not related to child development. Sabrina Drake will serve as coordinator for this project.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$20,500.00</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Gregory S. Brown  
Vice President, Student Services

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7173

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

May 03, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 15, 2019  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

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

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

**I. STATEMENT OF WORK**

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

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

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

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

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

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

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

acceptable, **AND**

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

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

*Local Priorities for Enrollment*

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

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

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

The Advisory Committee will meet one time annually.

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

## II. PERIOD OF PERFORMANCE

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

## III. BUDGET AND ALLOWABLE EXPENSES

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

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

#### **IV. PAYMENT FOR SERVICES**

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

#### **V. RETENTION OF RECORDS AND UNITS**

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

#### **VI. CONTRACT AMENDMENTS**

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

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

**VII. 30 DAY TERMINATION NOTICE**

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

**VIII. FUND AVAILABILITY**

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

**IX. NONDISCRIMINATION CLAUSE**

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

**X. INDEPENDENT CONTRACTORS**

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

**XI. HOLD HARMLESS CLAUSE**

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

**XII. ACKNOWLEDGMENT**

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

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **STRATA INFORMATION GROUP (SIG) STATEMENT OF  
WORK FOR DBA SUPPORT SERVICES**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the Statement of Work with Strata Information Group (SIG) for the migration of Argos tables in both PROD and Testing environments (from/or), allow access for database write functions in both Production and Testing environments, and grant access of SQL developer in both Production and Testing environments.

A copy of the Statement of Work is attached.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$3,300 - \$6,6000</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Gregory S. Brown  
Vice President, Student Services

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7159

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services  
**VICE PRESIDENT APPROVAL**

May 03, 2019  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 15, 2019  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**XIII. DRUG-FREE WORKPLACE**

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

**XIV. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT**

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

**AGREED TO BY:**

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

**Yosemite Community College District:**

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

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

Return **two Instructional Agreements with original signatures to:**

Child Development Training Consortium  
PO Box 3603  
Modesto, CA 95352

**For CDTC Use Only**

Date Received:	To D.O.:	From D.O.:	To Contractor:
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**Strata Information Group**  
**Statement of Work**  
**(SOLANO-SOW122-DBASUPPORT)**  
**May 6, 2019** (replaces previous version dated April 30, 2019)

**Solano Community College District**

**DBA Support Services**

Under the terms of this Statement of Work, Strata Information Group (SIG) will provide consulting services for the staff of Solano Community College District (SCCD) as directed, to perform the following work.

**Description of Work:**

SCCD is requesting an SOW for DBA support services for the Research Department.

**Proposed Services:**

Tasks	Number of Hours
Banner® DBA and technical consulting support	20 - 40
<b>Total Hours Range:</b>	<b>20 - 40</b>

**Summary of Estimated Costs:**

Labor Range:	Travel Expenses:	Total Cost Range:
\$3,300 - \$6,600	\$0 (remote services)	\$3,300 - \$6,600

**Notes:**

- Rate: \$165/hour for on-site and remote delivered services through June 30, 2020; rates may increase by \$5/hour effective July 1, 2020, and on each subsequent year.
- SIG will invoice only for the consulting hours actually used.
- The hours estimate includes project management, preparation time, remote labor, and the development of trip reports.
- Approximate hours and costs are based on the estimated tasks to complete this project. This may vary based on the assumptions listed and changes in SCCD's needs.
- Travel expenses, if applicable:
  - Travel time is capped at 8 hours per trip.
  - Travel expenses are estimated at \$1,700 per consultant, per trip.
  - SIG will make every attempt to reduce travel costs, including coach airfares and the use of the client's recommended lodging.
  - Actual travel expenses may be lower or higher than estimated. Labor costs may be adjusted to accommodate this as long as the total cost is not exceeded.
- Costs exclude all state taxes, if applicable.
- SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are generally based on GSA guidelines. Per diem rates are: \$55 per full on-site day \$41.25 per partial day.

For Solano Community College District:

For Strata Information Group:

\_\_\_\_\_  
 Dwayne Hunt  
 Dean of Academic Support Services

Date

DocuSigned by:  
  
 5B8F9C55A1684B6...

\_\_\_\_\_  
 Henry A. Eimstad  
 President

Date

May-06-2019

## General Outline of Services

These services may change depending on SCCD's priorities, needs, and availability of staff, funding and other resources.

### **Detailed tasks:**

- Migration of Argos® tables in both PROD and TEST environments (from/or)
- Allowing access for database write functions in both PROD and TEST environments
- Grant access of SQL developer in both PROD and TEST environments

### **SIG assumptions and access requirements to be provided by SCCD, as applicable:**

- Provide a designated, single point of contact for SIG staff to coordinate planning and logistical needs
- Provide secure remote access to all required systems, software tools, or applications as required with the most current data available for SIG staff access
- Assist with installation and configuration of necessary hardware and software agreed upon prior to SIG beginning its work
- Provide existing documentation as determined in initial conference calls
- Provide access to IT staff, key functional users, or other staff as needed in a timely manner throughout the engagement
- Provide timely technical support to the SIG consultant(s) when needed; SIG's ability to perform requires timely support from the Solano staff
- Advise SIG of vacations, holidays, hardware maintenance, planned power outages, or other scheduled activities that would impact delivery of service