

NOTICE TO CONTRACTORS

Darwin Hall Loading Zone Stalls Project

PROJECT NUMBER: MM 3030754

**SONOMA STATE UNIVERSITY
1801 East Cotati Avenue
Rohnert Park, California 94928-3609**

Sonoma State University (SSU) will receive sealed bid proposals from qualified bidders to provide all labor, materials, equipment, taxes, and transportation necessary to install four (4) 30-minute loading zones on the west side of Darwin hall located on the Sonoma State University campus as described in the Drawings and Specifications. **All trucks and equipment must enter using the North access and avoid the Fire Lane to the South of the area.** There is one (1) add alternate included in the project: remove existing soil, remove existing curb, install new paving and new paint. Only bids from contractors with a current A (General Engineering) or B (General Building), or any other valid and current contractor license that is proper to perform the work will be accepted. **Contractor shall ensure receipt of all documents pertaining to this bid by registering at www.bidsync.com.** Estimated cost for the project: \$16,000.00.

Sealed Bid Proposals shall be received at:

Financial Services/Contracts & Procurement
Salazar Hall, Room 2051
Sonoma State University
1801 E. Cotati Avenue
Rohnert Park, CA 94928-3609

Contact: Tami Connor, Buyer II
Email: tami.connor@sonoma.edu

until 3:00 p.m. on Wednesday, August 14, 2013, at which time bid proposals will be publicly opened and read.

Project Time Frame

The time period for completion of the work at the site is fifteen (15) calendar days, beginning August 30, 2013 through September 14, 2013. Liquidated damages for the project will be assessed at \$200.00 per day for each day completion is delayed beyond the date prescribed above.

Questions

All questions and clarifications during bidding should be addressed via email to Tami Connor, Buyer II, at tami.connor@sonoma.edu. Last day to submit questions is Wednesday, August 7, 2013 at 12:00 p.m. Questions received after the due date and time will not be answered.

Contract General Conditions for Minor Capital Outlay Projects

It is the responsibility of each bidder to read and comply with all of the requirements of the Contract General Conditions. Bidders should access the Contract General Conditions by clicking on, "Design-Bid-Build Minor Capital Outlay Projects, March 2012" at the following web address:

<http://www.calstate.edu/CPDC/CM/CGC.shtml>.

Non-Mandatory Pre-Bid Conference

All bidders are invited to attend a scheduled **NON-MANDATORY** pre-bid conference and job site visit on Monday, August 5, 2013 at 11:00 a.m. in Conference Room A, at 2nd Floor of Salazar Hall, Sonoma State University, 1801 E. Cotati Ave., Rohnert Park, CA 94928.

Prevailing Wage Rates

Pursuant to California law, the rates established by the Department of Industrial Relations are applicable to this project (refer to Section 4.02c of the Contract General Conditions). Applicable wage rates for Sonoma County are on file in the Contracts & Procurement Office, Salazar Hall, Room 2051, 1801 E. Cotati Avenue, Rohnert Park, California 94928 and can be accessed at the following web address:

http://www.dir.ca.gov/dlsr/statistics_research.html.

Disabled Veteran Business Enterprise (DVBE) Participation Compliance

California state law requires that its state agencies achieve three (3) percent participation for disabled veteran business enterprise (DVBE) in state contracts. 3% DVBE requirement shall apply to this project. Failure of the bidder to comply with the DVBE requirement will cause the University to deem the bid nonresponsive and the bidder to be ineligible for award of Contract.

Bidder will be given an incentive for exceeding 3% participation of a DVBE. A 3% preference shall be applied to Contractors achieving 4 -6% participation. A 5% shall be applied to Contractors achieving 7-10% participation. DVBE status shall be verified prior to incentive being applied.

Small Business Preference

A 5% preference will be granted to bidders properly certified as "Small Business" with the State of California. Questions regarding the preference approval process should be directed to the Office of Small Business Certification and Resources at 707 Third Street, First Floor-Room 400, West Sacramento, California 95605, phone (916) 375-4940. (Refer to Contract General Conditions, Section 2.09). Information can also be accessed at: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

Bonds

For the purposes of this bid, a bid security in an amount equal to 10% of the bid is required. The bid security may be a cashier's check or a certified check made payable to Sonoma State University, or a Bidder's Bond. The bid security must be enclosed with the bid proposal. Prior to the execution of the contract, the successful bidder shall furnish a payment bond and performance bond in an amount equal to 100% of the contract price.

**SONOMA STATE UNIVERSITY
1801 E. Cotati Avenue
Rohnert Park, CA 94928-3609**

Darwin Hall Loading Stalls Project

PROJECT NUMBER: MM 3030754

BID PROPOSAL FORMS

The following bid proposal forms must be completed by all bidders and submitted to the contact name and address referenced in the Notice to Contractors by bid date:

Bid Proposal Form
Bid Proposal Signature Page
Certification
Certification of Appropriate License
Bidders Bond
List of Proposed Subcontractors
Expanded List of Subcontractors
Noncollusion Affidavit
DVBE Transmittal Form
Summary of Disabled Veteran-Owned Business Participation
Bidder's Certification-DVBE Status of Subcontractors and Supplies
Disabled Veteran Business Enterprise Declarations
Small Business Preference and Certification Request

The Expanded List of Subcontractors and all DVBE related submittals must be submitted within twenty-four (24) hours after bid opening.

Payment Bond, Performance Bond and Payee Data Record are to be submitted by successful bidder, only.

July 2013

The Bidder shall hold the lump sum prices for all alternatives for 60 calendar days after the start date of the Notice to Proceed. The Trustees reserve their right, within 60 calendar days after the start date of the Notice to Proceed, to add into the awarded contract amount by change order, any or all alternatives that were not previously awarded at the listed lump sum amounts, without any delay or impact to the project and with no mark-up or mark-down.

The Trustees reserve the right to adjust by change order the actual quantity of each unit item utilizing the quoted add unit prices.

The bid is subject to the provisions contained in the Contract General Conditions (note especially Article 2.00 *et seq.*) regarding instructions to bidders, and the bidder agrees that failure to comply with the conditions thereof may be the basis for rejection of this bid.

The Trustees require the successful bidder to achieve three percent (3%) DVBE participation in contracting construction projects as established in the bidding documents, and this must occur prior to the bid opening. The basis of award for this contract includes alternatives, and bidder shall ensure that three percent DVBE participation is met whether or not the Trustees add or deduct alternatives from the Base Bid. Bidder will be given an incentive for exceeding 3% participation of a DVBE. A 3% preference shall be applied to Contractors achieving 4 -6% participation. A 5% shall be applied to Contractors achieving 7-10% participation. Bidders shall contact the Trustees' DVBE Program Advocate at 707.664.3102; Jenifer.crist@sonoma.edu.

The bid must be submitted on this Bid Proposal Form, completely filled out and in a sealed envelope and delivered to Salazar Hall, 2nd Floor, Room 2051, Contracts and Procurement on the Sonoma State University campus, before **3:00 p.m. on Wednesday, August 14, 2013** or it will be disregarded. Only bids from qualified contractors with a current A (General Engineering) or B (General Building) or any other valid and current contractor license that is proper to perform the work will be accepted.

Bidders shall enclose with this Bid Proposal Form, bidder's security in the amount equal to at least ten (10) percent of the amount of the bid (see Article 2.06-c of the Contract General Conditions). If the bidder is awarded the contract and then fails to execute the contract, the bidder's security shall be forfeited to the Trustees.

The time period for completion of the base bid of the project shall be fifteen (15) **calendar days** from the construction start date as stated on the Notice to Proceed. Liquidated damages shall be \$200.00 for each calendar day completion is beyond the time prescribed for the project.

BID PROPOSAL FORM SIGNATURE PAGE

Date: _____

Project No. MM 3030754

The undersigned bidder hereby submits this bid pursuant to the contract documents:

A. If bidder is an individual proprietorship: _____
 (Name of Firm)* (License No.)

 (Postal Address of Firm)

(Signature of Individual)** (Printed Name of Person Who Signs) (Phone Number)

B. If bidder is a partnership: _____
 (Name of Firm)* (License No.)

 (Postal Address of Firm)

(Signatures)** (Printed Name of Person(s) Who Signs) (Phone Number)

C. If bidder is a corporation: _____
 (Name of Corporation)* (License No.)

 (Postal Address of Principal Office of Corporation)

(Signature of Person Who Signs for Corporation)*** (Printed Name of Person Who Signs)

(Title of Person Who Signs Above)** (State of Incorporation) (Phone Number)

D. If bidder is a joint venture: _____
 (Name of Joint Venture) (License No., if known)****

An Affidavit of Joint Venture form must be filed five days prior to bid opening and each member of the joint venture must be prequalified one day prior to bid opening as provided in Article 2.02 of the Contract General Conditions. Each member of the joint venture shall fill in the information below corresponding to the member's type of business organization. If the joint venture has more than one of the same types of business organizations, additional copies of this page containing the required information and signatures shall be added and attached to this proposal form. Any such attachments are a part of this proposal form.

First Member of the Joint Venture		Second Member of the Joint Venture	
(Name of Firm or Corporation)*	(License No.)	(Name of Firm or Corporation)*	(License No.)
(Postal Address of Principal Office of Corporation)	(State of Incorporation)	(Postal Address of Principal Office of Corporation)	(State of Incorporation)
(Signature and Printed Name of Person Who Signs for Corporation)***		(Signature and Printed Name of Person Who Signs for Corporation)***	
(Title of Person Who Signs Above)**	(Phone Number)	(Title of Person Who Signs Above)**	(Phone Number)

* Name must be same as appears on state contractor's license and on prequalification.
 ** If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Trustees before bid opening or be submitted with this bid.
 *** A certified copy of corporate board action authorizing execution of this contract must be submitted on Trustees-prescribed forms. .
 ****The Joint Venture must have the required license in place at time of award of contract, and if awarded the contract, must return with the contract a resolution authorizing someone to sign contracts, change orders, and other documents for the joint venture.

CERTIFICATION

Project No. MM 3030754

This is to certify that I am the _____
(Insert title such as Secretary or Assistant Secretary)

of _____; and that the attached
(Insert name of corporation)

resolution is a true and accurate copy, as the same appears in the Minutes of the Board of Directors of the Corporation; and that said resolution was duly adopted by the Board of Directors of the Corporation at its meeting on _____.

Dated: _____
(Insert date)

Signature

Title of person making certification

IMPORTANT NOTE

(Be sure that a copy of the resolution authorizing a person to execute contract documents or to execute a bid submittal is attached to this certification. If more than one resolution is attached, the form must be modified to reflect that fact.)

**CERTIFICATION OF APPROPRIATE LICENSE
AND CALIFORNIA COMPANY**
(Public Contract Code, Chapter 6100 *et seq.*)

Project No. MM 3030754

Project Name: Darwin Hall Loading Stalls Project

The undersigned bidder declares:

- 1) That the attached pocket license or certificate of licensure is the Contractor's, is current and valid, and is in a classification appropriate to the work to be undertaken on the above-referenced project for which bidder is submitting a bid, per Public Contract Code Section 6100(b). Attach a copy of the pocket license issued from Contractor's State License Board.

- 2) The bidder qualifies as a "California Company" per Public Contract Code Section 6107. Check one of the following statements that applies to the bidder:
 - Bidder has its principal place of business in California.
 - Bidder has its principal place of business in a state in which there is no local contractor preference on construction contracts.
 - Bidder has its principal place of business in a state in which there is a local contractor construction preference, and bidder has paid not less than five thousand dollars (\$5,000) in sales or use taxes to California for construction related activity for each of the five years immediately preceding the submission of this bid.

If bidder does not qualify as a California company (and has not checked one of the above statements), please complete the following information:

State in which Bidder has its principal place of business

Amount of the local contractor construction preference offered

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this _____ day of _____, 20_____, at _____, California.

Signature of Bidder or officer of Bidder authorized to execute contracts

Print or type name of person signing

Print or type name of business entity

Address

BIDDERS BOND

Project No. MM 3030754

Know All Persons by These Presents:

THAT WE

as Principal, and

as Surety, are held and firmly bound unto the Trustees of the California State University hereinafter called the Trustees, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the said Trustees for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

IN NO CASE shall the liability of the Surety hereunder exceed the sum of **10% of Bid**.

THE CONDITION of this obligation is such that:

WHEREAS, the Principal has submitted the above-mentioned bid to the Trustees for certain construction specifically described as follows, for which bids

are to be opened at _____

on _____ at _____ for contract _____

Project Description

Darwin Hall Loading Stalls Project, Sonoma State University, 1801 E. Cotati Ave., Rohnert Park, CA 94928

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and, within the time and manner required under the specifications, after the prescribed forms are presented to the principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Trustees, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void, otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____

CONTRACTOR

Contractor Name: _____

AS

PRINCIPAL

Contractor Address: _____ (SEAL)

By: _____

SURETY

Surety Name: _____

Surety Address: _____ (SEAL)

By: _____

Signatures executed in behalf of the Surety must be properly acknowledged.

LIST OF PROPOSED SUBCONTRACTORS

(to be submitted with bid)

Information/Instructions:

Pursuant to the provisions of Public Contract Code section 4100 *et seq.*, bidder shall set forth:

- (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of Calif. who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of prime contractor's total bid;
- (b) the portion of the work (trade) which will be done by each such subcontractor under this act.

Prime contractor shall list only one subcontractor for each such portion as defined by Bidder in its bid. All work in excess of one-half of one percent of this bid, for which no subcontractor is listed below, shall be performed by the bidder.

Non-small business bidders that claim the small business preference and commit to subcontract at least 25% of their total project bid price including awarded alternatives with one or more small businesses, shall list those small business subcontractors and the dollar amount of their subcontracts hereon. See Calif. Code of Regulations, Title 2, section 1896 *et seq.*

Bidders are required to achieve 3% DVBE participation on this contract. Bidder shall list hereon the dollar amount of DVBE participation by each listed subcontractor, and the total of these amounts shall equal at least 3% of the total project bid price, including awarded alternatives. For each alternative bidder shall list any subcontractor not included in the base contract work subcontractor listing and the dollar amount of DVBE participation by each subcontractor listed for work to be performed on the alternative. The trustees shall grant the DVBE bid incentive, if the total amount of DVBE participation shall equal at least the incentive percentage of the total project bid price, including awarded alternatives.

Bidder shall not substitute any subcontractor listed below or permit any subcontractor to be assigned or transferred, or allow work to be performed by anyone other than the designated subcontractor, or sublet or subcontract any of the work in excess of one-half of one percent of this bid for which a subcontractor is not herein designated, except as otherwise provided in the Subletting and Subcontracting Fair Practices Act. Substitution of any small business subcontractor by a non-small business claiming the small business bid preference shall be done pursuant to Calif. Code of Regulations, Title 2, section 1896.10.

Within 24 hours of bid opening, all bidders shall submit the List of Subcontractors—Additional Information.

Portion of Work (Trade)	Specify Work as Base Bid (B) or Alternate (#)	Name of Subcontractor	Address of Subcontractor	Small Business (Indicate \$)	DVBE (Indicate \$)

LIST OF SUBCONTRACTORS—ADDITIONAL INFORMATION

(to be submitted within 24 hours after bid opening)

Information/Instructions:

This form shall contain the information for all subcontractors listed on the List of Proposed Subcontractors submitted with the bid, per Contract General Conditions, Article 2.06-b. No listed subcontractor shall be added or deleted by use of this form. Bidder shall verify all licenses of listed subcontractors with the Contractors State License Board.

In the 'Subsidiary of Bidder' column, indicate whether the subcontractor is a subsidiary or is owned or partially owned by the Bidder (share profits), by checking appropriate response ('Y' for 'Yes' or 'N' for 'No'). In the 'Insurance' column, indicate whether the subcontractor will carry its own insurance, or whether the subcontractors without individual insurance policies are insured by the Bidder. If the subcontractor will carry its own insurance, check 'S' in the insurance column; if not, check 'B' which will indicate that the subcontractors without individual insurance policies are insured by the Bidder.

If Bidder is a non-small business and has received the small business bid preference, it shall list those small business subcontractors hereon, and indicate that the subcontractor is a small business and provide the dollar amount and percentage of bid for each small business subcontractor's portion of the bid (trade).

All bidders are required to achieve 3% DVBE participation on this contract, and shall list hereon the dollar amount and percentage of bid for DVBE participation by each listed subcontractor, and the total of these amounts shall equal at least 3% of the total project bid price, including awarded alternatives. For each alternative Bidder shall list any subcontractor not included in the base contract work subcontractor listing and the dollar amount and percentage of DVBE participation by each subcontractor listed for work to be performed on the alternative. If the Trustees granted Bidder the DVBE bid incentive, then the total amount of DVBE participation shall exceed the required 3% by the incentive percentage of the total project bid price, including awarded alternatives.

Bidder (Contractor) will be required to submit a Subcontractor Status Report, when requested by the Trustees, to demonstrate compliance with the Subcontracting Fair Practices Act (Public Contract Code section 4100 *et seq.*)

Portion of Work (Trade)	Specify Base Bid (B) or Alt (#)	Full Name and Address of Subcontractor	Verified License No.	Subsidiary of Bidder		Insurance (Check One)		Dollar and % Amount of Bid	
				Y	N	S	B	Small Business	DVBE
								\$	\$
								%	%
								\$	\$
								%	%
								\$	\$
								%	%
								\$	\$
								%	%

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR:**

Project No. MM 3030754

Project Name Darwin Hall Loading Stalls Project

The undersigned declares:

I am the _____ of _____, the party making the forgoing bid.
Title Company

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__
at _____, _____.
City State

Printed Name

Signature

SUMMARY OF DISABLED VETERAN-OWNED BUSINESS PARTICIPATION

COMPANY NAME	NATURE OF WORK	CONTRACTING WITH	TIER	CLAIMED DVBE VALUE \$	PERCENTAGE OF CONTRACT (%)	OSMB DVBE CERTIFICATION

I declare under penalty of perjury, under the laws of the State of California, that the information herein is true and correct to the best of my knowledge.

Executed on: _____, at _____ in the state of _____.
Date City State

Signature of Contractor or Authorized Agent _____
Project Name _____
Project Number

Printed Name _____
Firm Name () _____
Telephone

BIDDER'S CERTIFICATION

**DISABLED VETERAN BUSINESS ENTERPRISE
STATUS OF SUBCONTRACTORS AND SUPPLIERS**

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a disabled veteran business enterprise complies with the relevant definition set forth in law. In making this certification, I am aware of Section 12650 *et seq.* of the Government Code providing for the imposition of treble damages for making false claims against the State, Section 10115.10 of the Public Contract Code making it a crime to intentionally make an untrue statement in this certificate, and the provisions of the Military and Veterans Code, Section 999.9.

Date

Signature of Authorized Agent

Title

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: DVBE Ref. Number:

Description (materials/supplies/services/equipment proposed):

Solicitation/Contract Number: SCPRS Ref. Number:

(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: (Print or Type Name)
(If more than one firm, list on extra sheets.)

Firm/Principal Phone: Address:

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)

(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)



SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

(Bidders requesting a 5% Small Business Preference must sign below and enclose this form in the Bid Package)

Project No. MM 3030754

Project Name Darwin Hall Loading Stalls Project

The undersigned hereby requests preference as a "Small Business" and further certifies under penalty of perjury, that the firm still meets the requirements of the California Code of Regulations, Title 2, Section 1896 *et seq.*

NOTICE TO ALL BIDDERS: Section 14835 *et seq.* of the California Government Code, requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, *et seq.* A copy of the regulations is available upon request.

If your firm is a Small Business and wishes to claim the small business preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the Small Business & DVBE Services Branch, in the Procurement Division of the State of California Department of General Services, by 5:00 p.m. on the date bids are opened, and be verified by such office.

Or, if your firm is a Non-Small Business and wishes to claim the small business preference, your firm must notify the Trustees by signing below, that your firm commits to subcontract at least 25% of its net bid price with one or more small businesses, submit a timely responsive bid, list the small business subcontractors and include name, address, phone number, portion of the work to be performed, and the dollar amount and percentage per subcontractor, and be determined a responsible bidder.

Questions regarding the preference approval process should be directed to Small Business & DVBE Services, telephone (800) 559-5529 or (916) 375-4940, address: 707 Third Street, First Floor-Room 400, West Sacramento, CA 95605, or if by mail: P.O. Box 989052, West Sacramento, CA 95798-9052. You can also reach them via email (osdchelp@dgs.ca.gov) or on the Internet: www.pd.dgs.ca.gov/smbus.

IMPORTANT NOTICE (Read before signing)

The "Small Business Preference and Certification Request" must be signed in the same name style in which the bidder is licensed by the Contractors State License Board. Bidders bidding jointly or as a combination of several business organizations are specially cautioned that such bidders must be jointly licensed and approved in the same form and style in which the bid is executed.

Legal Name Style of Bidder(s): _____

Signature of Bidder: _____ Date _____

In the event the bidder has received assistance in obtaining bonding for this project, it shall set forth the name and nature of the firm providing such assistance. Should the firm be listed as a subcontractor, bidder shall set forth the percentage of the contract to be performed by the subcontractor.

Name of Firm: _____ Is Firm a Listed Subcontractor? YES-Percentage _____ NO

Special attention is directed to section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.

SCOPE OF WORK

Contractor to provide all labor, materials and transportation to install four (4) 30-minute loading zones on the west side of Darwin Hall at Sonoma State University, per the drawings and specifications in Attachment 3.

Alternate No. 1: Remove existing soil 22" min. below existing AC paving aisle. Remove existing curb in its entirety, Install new 4" deep AC paving section, typical slope to drain south towards existing aisle driveway over new 18" deep 2" AB base. Feather into existing AC paving where transition occurs 1.F. typical. Paint 4" wide "red" stripe along entire curve where curb was removed (no parking). Alternate No. 1 limit of work scope as typical per drawing. New 4" wide "red" stripe in front of loading zone, base bid. Verify in Field.

SONOMA

STATE UNIVERSITY

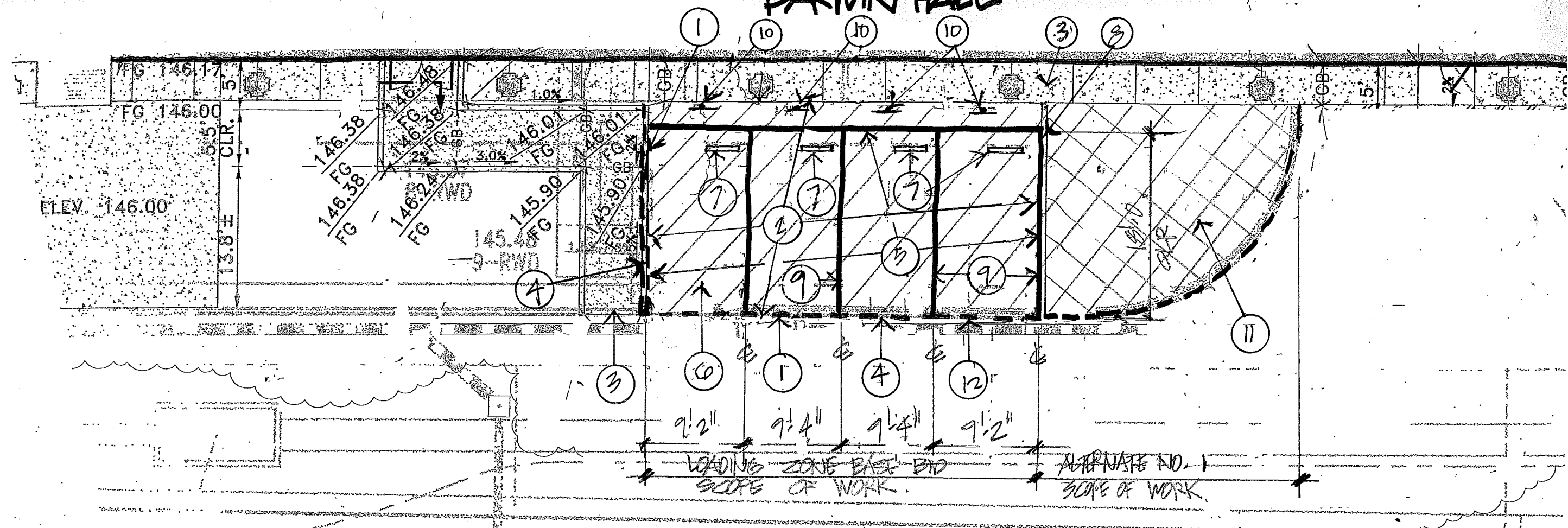


Attachment No. 2
 Darwin Hall Loading Stalls Project
 MIM 3030754

Campus Map

- Police & Parking Services
707 664-4444 / Police Bldg.
- SSU Emergency Information
1-888-533-5388
- Library
- ASC Anthropological Studies Center
- ETC Environmental Technology Center
- Parking Permit Meter
- Residence Hall Parking
- Bus Stop
- Technology High School
- Campus Tours

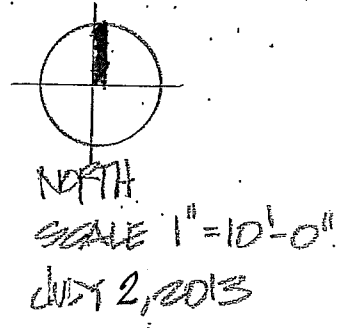
DARWIN HALL



DARWIN HALL - NEW 15 MIN. LOADING ONLY STALLS

KEY NOTE LEGEND:

- ① REMOVE EXISTING CURB AT EXISTING SIDEWALK AND ROAD. (SHOWN DOTTED) (AT THE LOADING ZONE ONLY - BASE BID)
- ② REMOVE EXISTING SOIL WITHIN THE LOADING ZONE 22" MIN. BELOW EXISTING AC DRIVE AISLE, V.I.F. (SHOWN)
- ③ EXISTING SIDE WALK TO REMAIN
- ④ FEATHER IN NEW AC PAVING WITH EXISTING CONCRETE OR AC PAVING WHERE TRANSITION OCCURS, V.I.F., TYPICAL
- ⑤ LIMIT OF NEW 4" WIDE "YELLOW" PAVING STRIPE.
- ⑥ NEW 4" DEEP AC PAVING SECTION, TYPICAL SLOPE TO DRAIN SOUTH TOWARD THE EXISTING AISLE DRIVEWAY, OVER NEW 18" DEEP 2" AB BASE, V.I.F., TYPICAL SHOWN AS
- ⑦ NEW 18" CONCRETE WHEEL STOP, EPOXY TO AC PAVING SURFACE
- ⑧ NEW CONCRETE CURB, 6" W X 6" H. ABOVE FINISH AC PAVING X 18" DEEP BELOW FINISH SURFACE. (INSTALL ONLY IF ALT. NO. 1 IS NOT ACCEPTED) TIE INTO EXISTING CURB, V.I.F., TYPICAL.
- ⑨ NEW 4" WIDE "YELLOW" PAVING STRIPE
- ⑩ NEW SIGNAGE, FACE AND FOOTING, THE SIGNAGE SHALL MATCH THE CAMPUS STANDARD AND SHALL READ: "30 MINUTE LOADING ONLY"
- ⑪ ALTERNATE NO. 1: REMOVE EXISTING SOIL 22" MIN. BELOW EXISTING AC PAVING AISLE, REMOVE EXISTING CURVED CURB IN ITS ENTIRETY. INSTALL NEW 4" DEEP AC PAVING SECTION, TYPICAL SLOPE TO DRAIN SOUTH TOWARD EXISTING AISLE DRIVEWAY OVER NEW 18" DEEP 2" AB BASE, FEATHER INTO EXISTING AC PAVING WHERE TRANSITION OCCURS, V.I.F., TYPICAL. PAINT 4" WIDE "RED" STRIPE ALONG ENTIRE CURVE WHERE CURB WAS REMOVED, (NO PARKING). ALTERNATE NO. 1 LIMIT OF WALK SCOPE SHOWN AS TYPICAL.
- ⑫ NEW 4" WIDE "RED" STRIPE IN FRONT OF LOADING ZONE BASE BID. V.I.F.



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Revision 08/03/06

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1. Commencement of Work

Work shall not commence under the Contract until a fully executed Contract has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.

2. Invoices

- (a) Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.
- (b) In the event that additional services are performed as authorized, the Contractor shall submit invoices for additional services in accordance with provisions herein.
- (c) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
- (d) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the performance completion date of services; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.
- (e) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Appropriation of Funds

- (a) If the term of the Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to the Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

4. Cancellation

CSU reserves the right to cancel this Contract at any time upon thirty (30) days written notice to the Contractor.

5. Independent Status

The Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.

6. Conflict of Interest

- (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
- (b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019].

The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services, goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Contract.

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7. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.

8. Assignments

Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Contract not incorporated here in shall be binding on any of the parties hereto.

11. General Indemnity

The Contractor agrees to indemnify, defend and save harmless the CSU, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Contract.

12. Use of Data

The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by the Contractor pursuant to this Contract is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.

13. Termination for Default

The CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

14. Personnel

The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees; however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

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- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regulations, Section 8107).

16. Drug-Free Workplace Certification

By accepting a contract or purchase order, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.

17. Severability

It is expressly agreed and understood by the parties hereto that if any provision of this Contract is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Contract shall remain in full force and effect.

18. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Contract. Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

19. Privacy of Personal Information

Contractor expressly acknowledges the privacy rights of individuals to their personal information that are expressed in the State's Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws. Contractor further, acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. Contractor shall maintain the privacy of protected personal information and shall be financially responsible, if and to the extent that any security breach relating to protected personal information results from acts or omissions of Contractor, or its personnel, for any notifications to affected persons (after prompt consultation with CSU), and to the extent requested by CSU, administratively responsible for such notification.

20. Waiver of Rights

Any action or inaction by the CSU or the failure of the CSU on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by the CSU of its rights hereunder and shall not prevent the CSU from

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enforcing such provision or right on any future occasion. The rights and remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

21. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party hereto, any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

22. Patent, Copyright, and Trade Secret Indemnity

A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement. In addition:

- (a) The Contractor, at its own expense, shall defend any action brought against the CSU to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:
 - (i) That the Contractor shall be notified within a reasonable time in writing by the CSU of any notice of such claim; and,
 - (ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the CSU has the option to participate in such action at its own expense.
- (b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States or foreign patent or copyright or a trade secret, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the product, or to replace or modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirements specified in the Contract. If none of these options can reasonably be taken, or if the use of such product by the CSU shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the CSU in procuring a substitute product. If, in the sole opinion of the CSU, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the CSU shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

23. Compliance with NLRB Orders

Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

24. Examination and Audit

For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

25. DVBE and Small Business Participation

The State of California supports statewide participation goals of 3% for disabled business enterprises, (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the Office of Small Business and DVBE Services (OSDS) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVBE and OSDS-certified small business enterprises whenever possible, and to report their use to the CSU.

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26. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

27. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations.

28. Child Support Compliance Act

For any contract in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

29. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the contract number and contractor identification number may be returned to contractor and may cause delay in payment.

30. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor. Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

31. Covenant Against Gratuities

The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

32. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.

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- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as “force majeure”) shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

33. Contractor's Power and Authority

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the CSU hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the CSU under this Contract.

34. Recycled Content Certification

Contractor agrees to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of recycled content material, as defined in Sections 12161 and 12200 of the Public Contract Code, in materials, goods, or supplies used in the performance of this Contract.

35. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

36. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with default provisions hereof.

37. Follow-On Contracts

- a) If the Contractor or its affiliates provides Consulting and Direction (as defined below), the Contractor and its affiliates:
 - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever comes later.
- b) “Consulting and Direction” means services for which the Contractor received compensation from the CSU and includes:
 - (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or

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- (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

38. Expatriate Corporations

By accepting a contract or purchase order, the Contractor declares under penalty of perjury under the laws of the State of California that the Contractor is eligible to contract with the CSU pursuant to The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286 et. Seq.

39. Insurance Requirements

Contractor shall furnish to the CSU prior to the commencement of work an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the contractor with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

- (a) The certificate of insurance shall provide:
 - (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU;
 - (ii) That the State of California, the Trustees of the California State University, the CSU, the campus, and the employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
 - (iii) That the State, the Trustees, and the CSU, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
 - (iv) That the insurer has an AM Best rating of A: VII or equivalent.
- (b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSU, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (c) Workers' Compensation insurance coverage as required by the State of California.

40. Rights in Work Product

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Clause will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials. The CSU will have Government Purpose Rights to the Work Product as Deliverable or delivered to the CSU hereunder. "Government Purpose Rights" are

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the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the CSU for any CSU purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any CSU purpose. Such recipients of the Work Product may include, without limitation, CSU Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.

This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

41. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to CSU's operation which are designated confidential by the CSU and not otherwise subject to disclosure under the California Public Records Act, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that it takes to protect its own information of a similar nature, but in no event less than reasonable care. The Contractor shall not be required under the provisions of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.