



California State University
MONTEREY BAY

Procurement and Contract Services
100 Campus Center, Seaside, CA 93955

REQUEST FOR PROPOSAL

CSUMB MARKET RESEARCH AND BRANDING SERVICES

RFP No. MB-ES2022-01

Issued 11/17/2022

SECTION 1 - PROJECT INTRODUCTION AND OVERVIEW

1. Overview

California State University, Monterey Bay (CSUMB) seeks to hire a branding and marketing consulting firm.

California State University Monterey Bay was established as part of the California State University system in 1994 when Fort Ord closed. The campus is within the boundaries of the cities of Marina and Seaside to the north and south and Monterey County to the east. The campus is situated on 1,377 acres between the Monterey Bay National Marine Sanctuary/State Dunes Park and the Fort Ord National Monument.

2. Purpose

CSU Monterey Bay is seeking proposals to assist in evaluating the university brand (impressions, affinity, and alignment) as it resonates with our primary and secondary customers and recommending adjustments to our brand – better aligning it with our customers. Phase one of the project is a comprehensive customer and brand research to understand perceptions of the brand, expectations of brands operating in our business space, and how we align with our customer's expectations. Phase two of the project makes recommendations based on the research findings, tests those assumptions and concepts with the audience, then adjusts the recommendations based on the feedback – working with CSUMB to create a full suite of materials that execute any recommended changes so they may be efficiently and effectively implemented. Phase three provides a strategic brand implementation plan to launch the adjustments, if needed, and boost brand recognition in our service area and target markets/populations – proposing a comprehensive brand strategy. Phase four proposes a three-year comprehensive marketing strategy to assist CSUMB in reaching our enrolment and growth goals, including recommendations on the needed capital and human resources to execute the marketing plan. The requirements for the work are further described in Section 3 - Scope of Work and Technical Specifications.

The terms and conditions contained herein constitute the complete understanding of the parties. However, should your firm request additional contractual terms and conditions for consideration, such requests must be identified on Exhibit D and submitted at the time of the proposals. No other terms and conditions will be accepted following receipt of bids, and CSU Monterey Bay will consider additional contractual terms and conditions as part of its evaluation process.

CSU Monterey Bay intends to receive responses to the RFP and conduct individual interviews to select a firm that, in the opinion of CSU Monterey Bay, is best suited to perform the work. Therefore, the purpose of this RFP is to provide CSU Monterey Bay with the information necessary to select this firm. Following receipt of

proposals, CSU Monterey Bay may, at its discretion, elect to shortlist a select few to participate in the interview stage of the selection process.

3. Timeline

The following table identifies the estimated dates for this project's receipt, evaluation, and award. Please note the following key dates when preparing your response to this RFP.

| | Description | Date |
|---|---------------------------------------|--|
| 1 | Release RFP | November 17, 2022 |
| 2 | Pre-Proposal Meeting (Not Mandatory) | December 2, 2022, at 10:00 a.m. via Zoom |
| 3 | Questions Due | December 7, 2022 |
| 4 | Response to Questions Addendum Issued | December 14, 2022 |
| 5 | Proposals Due | January 6, 2023 at 5:00 PM |
| 6 | Finalist Interviews (if necessary) | Beginning the Week of January 23, 2023 |
| 7 | Projected Contractor Selection | February 6, 2023 |
| 5 | Issue Notice of Intent to Award | February 13, 2023 |

All proposals are to be emailed to the attention of:

Eva Salas
Strategic Procurement Specialist
831-582-3751
esalas@csumb.edu

SECTION 2 -PROPOSAL REQUIREMENTS

- 1) The proposal's emphasis should be on responding to the requirements herein. In addition, proposers need to demonstrate their capabilities, background, expertise, etc., for CSU Monterey Bay to effectively evaluate the proposals and award to the company that provides the best value to CSU Monterey Bay based on the selection criteria in Section 4. The Proposal should include, at a minimum, the following information:
 - a) Executive Summary - to include a summary of the firm's origin, background, and size of the company, an organizational chart, the overall capabilities of the organization, appropriate credentials, licenses, certifications, and proximity of the company's resources to CSU Monterey Bay's offices and facilities.
 - b) Statement of Qualifications
 - i) Firm's Qualifications - a description of the company's expertise related to the required services and a full discussion of the company's recent experience directly related to the discipline.
 - ii) Personnel - resumes of key people to address experience and qualifications, educational background, and skills
 - iii) Project Schedule
 - iv) Project (approach & understanding)
 - v) References - list five (5) former clients for whom comparable services have been performed within the last five years. Experience working with higher education clients is highly desirable. Include the name, mailing address, and telephone number of each client's principal representative.
 - vi) Proposer's Business Information
 - vii) Price and Payment Terms - a schedule of rates; and percentage markup of reimbursable expenses shall be included with the RFP. The rates shall be valid for the term of the contract.
 - c) Additions, Deletions, and/or Exceptions - compliance with CSU Monterey Bay's contractual terms and/or RFP requirements. The Proposer shall note any additions, deletions, and/or exceptions to the contractual terms and/or RFP requirements. If there are no exceptions taken, note in writing that there are none.
- 2) CSU Monterey Bay reserves the right to withhold the contract award for ninety (90) days following the RFP opening. All proposals received are considered firm for those 90 days.
- 3) CSU Monterey Bay may make such investigations as it deems necessary to determine the ability of the Proposer to provide the goods and/or service as specified, and the Proposer shall furnish to CSU Monterey Bay, as is commercially reasonable all such information and data for this purpose. CSU Monterey Bay may

discuss or negotiate with one or more firms before award and reserves the right to reject any proposal.

4. Any questions about the meaning of the scope of work and/or technical specifications or other pre-proposal documents must be submitted in writing. To be given consideration, requests must be received by December 07, 2022. Any such interpretations and supplemental instructions will be sent to all prospective Proposers for viewing until December 14, 2022. All addenda issued shall become part of the contract documents. Under no circumstances may the Proposer contact any other department for clarification or interpretation of any requirements herein.
5. CSU Monterey Bay reserves the right to reject any or all proposals, either separately or as a whole, and to waive any informality in a bid or to accept any proposal presented that it deems best suited to the interest of CSU Monterey Bay. And is not to be bound to accept the lowest price.
6. Should the Proposer not bid on a particular item, please enter "No Bid" next to each item not bid.
7. The cost of developing the proposal is the sole responsibility of the Proposer. All bids submitted become the property of CSU Monterey Bay.
8. At the time of receiving proposals, each Proposer shall be presumed to have read and be thoroughly familiar with the specifications and contract documents (including all Addenda).
9. Be advised that all information in proposals submitted in response to this solicitation may be subject to the California Public Records (Government Code Section 25 et seq.), and this Act governs information's use and disclosure.

SECTION 3 - SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Phase No. 1 - Research and Foundation

This task encompasses the initial research necessary to identify brand perceptions, beliefs, and affinity for CSUMB. The scope includes general and audience-specific brand and organizational perceptions by various audiences, including prospective students, prospective student-athletes, current students, current student-athletes, parents of students and prospective students, community leaders and influencers, partners and significant philanthropic donors, and the community at large. The scope shall also include methods to determine awareness, perception, and affinity differences between our immediate service area, other areas in California, and targeted growth markets. CSUMB also seeks to gain additional knowledge about prospective students and their parents in selected out-of-state markets in the Western Undergraduate Exchange program.

This research will inform the review and recommended update (in needed) to the CSUMB brand platform to define branding and marketing components, messages, and strategies to differentiate CSUMB's unique value proposition and marketing position. It is anticipated that the selected consultant will review existing branding in the region and utilize this information, as well as their experience and expertise, to build strategies and tactics to organically embed our messaging into the community, internally and externally, with a message that resonates regionally, nationally, and internationally.

Deliverables:

- Create a comprehensive market and brand knowledge report based on the research with crucial insights and motivators for each identified audience.
- Develop reconditions to revise/amend the university brand strategy (in needed) along with short-and long-term branding strategies and messages to increase brand awareness and affinity.

Phase No. 2 - Branding & Message Development

In this project phase, the selected consultant will create the messaging, the expression of brand standards, and visual elements that will effectively communicate CSU Monterey Bay's emerging identity to target audiences. Messaging should connect to the hearts and minds of our internal and external audiences and be believable, relevant, and straightforward.

Consistency will be a key, but the flexibility that allows use by the wide variety of departments, programs, and services that make up CSU Monterey Bay is essential. Considerations for adjustments to visual elements shall include a casual logo (not the university seal), graphics, colors, fonts, graphic style, and elements adaptable for use across various collateral and media applications, including social media and the CSU Monterey Bay website.

The contractor will also make recommendations for any need adjustments to other university brand properties, including Athletics and Alumni Association, and should consider and recommend if adjustments are needed to university auxiliary units and key services like Otter Student Union, dining, and housing, to align with the university's updated brand package.

The contractor will develop a suite of audience-specific draft messages and design concepts that enhance the university brand position and test them with the appropriate target audience, and then make adjustments before presenting the final design options (three or more) to the university.

Deliverables:

Style guide with visual and graphic standards, including proper logo, uses:

- Casual Logo
- Fonts and colors
- Logo tag-lines
- Transparent logo to use on both light and dark-colored backgrounds
- 2-color logo
- Grayscale logo
- Engraved logo
- Super graphic
- Spirit mark
- Sub-brand expression plan for:
 - Colleges and departments
 - Academic unit and sub-department level identity expression
 - Academic degree program identity expression
 - Services include but are not limited to: housing, dining, and Otter Student Union.
 - Academic Centers and Institutes
 - Special programs initiatives include but are not limited to Early outreach, pre-college programs, and unique service centers (i.e., Black Student success center or Otter Cross Cultural Center)

Templates for common needs include but are not limited to:

- UNIVERSITY Letterhead
- UNIVERSITY Fact Sheet
- Marketing folder design
- PowerPoint masters
- Newsletter
- E-Newsletter
- Email header graphics
- Advertising templates and concepts
- Legislative fact sheet

- Construction fact sheets
- Press Releases
- Webpage colors
- Pipeline colors
- City signage
- Education materials
- Miscellaneous templates
- Design trade show display

Recommend adjustments to Athletics and Alumni Association brands and updated band guides with style elements to match the recommended university brand. Provide design samples and recommendations.

A suite of audience-specific draft messages and design concepts that enhance the university brand position.

Phase No. 3 Strategic Brand Implementation & Community Engagement

This task will define the activities designed to effectively establish CSU Monterey Bay's refreshed brand identity organically to internal and external audiences and identify ongoing strategies for communicating, maintaining, and enhancing the brand's value over the first three years following the introduction. These strategies should:

- Prioritize both short and long-term strategies and tactics, including a timeline.
- Present various strategies and communication tools to roll out organically to engage CSU Monterey Bay's internal and external customer demographic audiences.
- Enable audiences to connect and interact with CSU Monterey Bay and use feedback to build CSU Monterey Bay's brand further.
- Provide opportunities for top identified stakeholders and other defined target audiences to become advocates.
- To ensure effective implementation, the brand strategy should recommend methods for tracking results and measuring success with the target audiences.
- Identify the quantity and kinds of resources (human and capital) needed to implement the recommendations and plan for organic brand value growth.

Deliverables:

- Brand Strategy
- Tracking & Measurement Recommendations

Phase No. 4 – Marketing and Advertising Plan, Final Report, and Presentation

This task will define the activities designed to promote CSU Monterey Bay's brand identity and unique value proposition to prospective students. The awarded firm will provide a three-year plan with strategies, tactics, and design concepts/storyboards

focused on marketing the university to enhance the brand's value with our primary customer and encourage exploration and application to CSUMB. This plan should:

- Provide a three-year tiered marketing and advertising plan to increase applications to the university in our home market, to identified markets in California, and markets in WUE cities identified as potential growth opportunities.
- Prioritize short- and long-term strategies and tactics, including a timeline, deliverables, and design concepts to execute year one of a comprehensive marketing campaign.
- Present various strategies and marketing tools to roll out a paid marketing campaign to engage CSU Monterey Bay's non-prospective student external customer demographic audiences.
- To ensure effective implementation, the marketing campaign strategy should recommend methods for tracking results and measuring success with the target audiences.
- Identify the number and kinds of resources (human and capital) needed to

The selected consultant will send an electronic copy of their final report, including a style guide and related graphics, to CSU Monterey Bay. Graphics designed for placement in the defined template designs and other marketing materials shall be in an electronic format commonly used for the appropriate team resource to use and edit.

Deliverables:

- Three-year marketing plan, with identified cost and support recommendations
- Year-one marketing campaign design concepts
- Final report and findings of all research and recommendations
- Native electronic files for all designs, concepts, and prepared materials
- Presentation to CSU Monterey Bay's Sub-Committee

CONSULTANT'S RESPONSIBILITIES

At the beginning of the project, the selected consultant shall meet with CSU Monterey Bay's Director of Communications and Marketing, the Vice President of Advancement, and internal and external individuals to discuss the approach and method for the project.

The consultant will meet with CSU Monterey Bay's Director of Communications and Marketing, the Vice President of Advancement, and selected individuals to review the progress of the work, discuss any changes in direction or needed details, and ensure that work is proceeding as required.

CSU Monterey Bay's Director of Communications and Marketing and the Vice President of Advancement shall make available to the selected consultant any prior branding initiatives and standards and any other studies and/or products as these elements may be helpful to the creation and implementation of the marketing and branding strategy.

SECTION 4 - EVALUATION AND SELECTION CRITERIA

1. SELECTION CRITERIA

All proposals shall be reviewed to verify that the Proposer has met the minimum qualifications and proposal submission requirements. Proposals that have not followed the format, do not meet minimum content and quality standards, or take unacceptable exceptions to the CSU General Provisions for Service Acquisitions shall be eliminated from further consideration. Proposal responses will be reviewed and evaluated by an evaluation committee comprised of University personnel who will assign points according to the selection criteria listed below. The contract will be awarded to the highest-ranking firm being selected.

The criteria for vendor selection shall be based on, but not limited to, the following:

- 1) Firm and Personnel Qualifications and Experience - Consultant/Firm shall have a minimum of five years of experience, by the references provided, of having performed marketing and branding adaptation, past history, and references from other agencies.
- 2) Approach and understanding of CSU Monterey Bay's intent to utilize its name as it begins to attract tourism and hospitality-related economic development.
- 3) Approach and understanding of requirements - Explain how your firm will address the Statement of Work needs.
- 4) Quality of Proposal (Proposer provided all information requested, the proposal is well-organized and clear, etc.)
- 5) Ability to meet the proposed schedule (not exceeding six months from the start)
- 6) Price and Payment Terms
- 7) Exceptions Taken to RFP

2. EVALUATION AND SCORING

Proposals will be reviewed, evaluated, and scored in accordance with the following points schedule for each evaluation criterion listed. The award shall be made to the Proposer receiving the highest total number of awarded points.

100 points are available for each proposal as detailed below.

3. EVALUATION CRITERIA

Qualifications & Experience (25 points)

Points awarded in this category will consider Proposer's overall reputation and prior success running similar branding and marketing services.

Proposer must provide evidence of an accomplished record of branding and marketing spanning a minimum of five (5) years of similar size and scope. Emphasis will be placed on the firm's resources and expertise with prior experience in branding and marketing of similar scope or setting. In particular, prior experience in a University setting or in the greater Monterey Bay area will be considered.

Organizational Capacity (25 points)

Points awarded in this category will consider Proposer's overall financial stability, organizational capacity, program scalability, and institutional policies and practices.

Cost Proposal (35 points)

The proposal with the lowest cost shall receive the maximum number of points in this category.

References (15 points)

Three (3) prior references for similar projects listing company name, address, phone, contact information, title, and general description of the project are required.

Interview (University discretion)

The University may elect to conduct interviews with the top two (2) Proposers having the highest scores to date for on-campus interviews. In conducting interviews, there shall be no disclosure of any information derived from proposals submitted by competing companies.

Discussions shall focus on RFP clarifications and additional information pertaining to the Proposer's ability to manage branding and marketing services.

Award

The ratings from the evaluators will be compared to determine the final ranking of the Proposals. After the evaluation of Proposals and ranking, the evaluation committee intends to make a recommendation to enter into negotiations with one of the Proposers to provide the services considered in this RFP.

CSUMB reserves the right to reject any and all Proposals and waive any informalities and minor irregularities in the Proposals received.

CSUMB may negotiate with some or all of the Contractors to clarify their submissions and get to the best and final offer. This best and final offer may affect the overall score received by the contractor.

The award, if any, will be made to the Proposal receiving the highest overall score by the University at its sole discretion. THE DECISION OF THE UNIVERSITY IS FINAL.

Contracts are not effective until approved by the appropriate CSUMB officials. Any work performed prior to receipt of a fully executed agreement will be at the Contractor's own risk.

SECTION 5 - PROPOSAL INSTRUCTIONS AND FORMAT

All respondents must follow the Request for Proposal (RFP) process outlined here. An electronic copy of the proposal must be emailed to esalsa@csumb.edu in PDF format.

1. GENERAL

To be considered responsive to this Request for Proposal, the Proposer shall submit a proposal in the format identified in this section. All requirements and questions of the RFP shall be addressed, and all requested information shall be supplied.

2. DELIVERY OF PROPOSALS

The proposal must be completed and submitted via email to esalas@csumb.edu in sufficient time to avoid disqualification for lateness due to any difficulties in submission.

3. PREPARATION

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy all requirements. Responses should emphasize the Proposer demonstrated capability to perform the work. The emphasis should be concentrated on the completeness and clarity of content.

4. PROPOSAL FORMAT

Proposals shall be submitted in PDF format and adhere to the format identified in this Section. Proposals must address each of the sections listed below. Proposals not complying with this format may be rejected.

Cover Letter

The Cover letter shall include a brief statement of intent to perform the services, qualifications for selection, and the signature of an authorized officer of the firm who has legal authority in such transactions.

The cover letter must, at a minimum, contain the following:

- Identification of Proposer firm, including name, address, telephone, email address, fax number, and federal ID number
- Acknowledgment of receipt of any RFP addenda

- Name, title, address, email address, and telephone number of contact person during the period of proposal evaluation
 - Signature of a person authorized to bind the firm to the terms of the proposal.
- UNSIGNED PROPOSALS WILL BE REJECTED.

Table of Contents

Provide a table of contents consistent with the proposal requirements and format set forth herein.

Exceptions to RFP Terms and Conditions

Any exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, the Proposer must expressly state that no exceptions are taken. Proposals taking exceptions to Terms and Conditions may be rejected.

Qualifications/Experience

The response shall include a general overview of the company's history, financial documentation, qualifications, and expertise necessary to perform services. This section should clearly demonstrate the company's experience and ability to meet all branding and marketing services requirements.

Work Plan/Methodology/Scope of Work

Responses shall clearly describe the proposed work plan, methodology, scope of services, and resources to be used by the Proposer to manage the proposed services successfully. Include a detailed and complete narrative that addresses all requirements.

Personnel

Responses shall provide a description of the professional experience, background, qualifications, and expertise of Proposer's staff that will be involved in this project and provide a brief resume(s) or bios for "key" personnel for branding and marketing services.

Include a statement that key personnel will be available to the extent proposed for the duration of this service, acknowledging that no person designated as "key" to the project shall be moved or replaced without the prior written concurrence of the University. Every effort shall be made to have the key personnel who will be working on these services may be asked to attend optional interviews.

Small Business and DVBE Documentation

Proposer's Small Business and DVBE Documentation shall be provided

SECTION 6 - NOTICE TO PROPOSERS

1. Any changes to this RFP are invalid unless modified explicitly by CSU Monterey Bay and issued as a separate addendum document. Should there be any questions as to changes to the content of this document, CSU Monterey Bay's copy shall prevail. It is the Proposer's sole responsibility to ensure that their proposal, inclusive of any or all addenda, is received at the proper place at the appropriate time.
2. Any Requests for Information will be submitted via email to esalas@csumb.edu no later than **December 07, 2022**. Addendum documents will be sent by **December 14, 2022**, and should be included in the RFP for the RFP to be considered.
3. To facilitate the evaluation process, a copy of the proposal shall be provided as an electronic copy using the PDF format to ensure readability.
4. Proposals shall be marked "**RFP Market Research and Branding Services ES2022-01**" and emailed to esalas@csumb.edu on or before **January 6, 2023**. **Timely proposal submission rests solely with the sender.**
5. Proposals may be withdrawn by submitting a written request.
6. Interviews may be held, if required, for a detailed discussion of the various elements of their proposal. Proposers selected for an interview may be required to furnish additional information before or at the interview.
7. The selection will be made according to the most responsive, responsible proposer.
8. **NON-ENDORSEMENT**
Once a proposal is accepted and an award is made, the successful Proposer shall not issue any news releases or other statements about the award or servicing of the Agreement that state or imply the University's endorsement of the Proposer's services.
9. **PROTEST, DISPUTES, COMPLAINTS**
The University has the final authority to resolve protests, disputes, and complaints arising from the solicitation, award, or performance of a contract. Protest of contract awards is limited to firms that submitted a proposal in response to a solicitation and must be on the grounds that the firm's proposal should have been selected in accordance with the selection criteria in the solicitation document. Once a firm expresses its intention to protest, the contract shall not be awarded until the protest has been withdrawn or a decision has been reached by the University.

A firm must express its intention to protest the award of a contract within five business days after the release of the notification of intent to award. If notification is provided after the five-day period, the notification shall be considered untimely and

shall be returned to the bidder. The bidder shall provide a detailed statement of protest within ten (10) calendar days after expressing its intent to protest an award of a contract. The protesting firm must submit a full and complete written statement specifying the grounds of the protest and the facts in support thereof. If a detailed statement is not received within the 10-day period, the statement shall be considered untimely and shall be returned to the bidder.

Any protest, dispute, or complaint lodged by a bidder, vendor, or contractor shall initially be addressed by the staff member in the Procurement and Contract Services Department who was assigned the transaction. The issue may be resolved simply by providing clarification of the bid document. If the matter cannot be resolved informally by this means, it will be elevated to the Director of Procurement and Contract Services.

After all factors have been analyzed, a final decision shall be issued in a timely fashion by the campus. The decision shall be in writing and shall be mailed or otherwise furnished to the bidder, vendor, or contractor in such a manner as to ensure receipt. "The decision of the campus is final."

10. AWARD OF CONTRACT

An award, if any, will be made to the Proposer whose submittal best complies with all the requirements of this RFP, any addenda, and the highest number of points awarded at the end of the evaluation. The evaluation methodology and basis for the award are outlined in Section 4 – Evaluation and Selection Criteria.

11. EXECUTION OF AGREEMENT

An Agreement, if issued, shall be signed by the Awarded Proposer and returned, along with the required attachments to the University within ten (10) calendar days from receipt of the Agreement. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until approved by the appropriate University officials. Any work performed prior to receipt of a fully executed Agreement shall be at the Proposer's own risk.

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

1. Commencement of Work

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

2. Contract Alterations & Integration

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

3. Severability

Contractor and CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both Parties, to the maximum extent reasonable.

4. Independent Status

Contractor and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSU or the State of California. While Contractor may be required by this Contract to carry Worker's Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers' compensation benefits from CSU.

5. 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.

6. Contractor's Power and Authority

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

7. Assignments

Contractor shall not assign this Contract, either in whole or in part, without CSU's written consent, which will not be unreasonably withheld.

8. Personnel

Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor CSU's requests regarding Contractor's assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.

9. Waiver of Rights

Any action or inaction by CSU or the failure of CSU on any occasion to enforce any right or provision of this Contract shall not be a waiver by CSU of its rights hereunder and shall not prevent CSU from enforcing such provision or right on any future occasion. CSU's rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

10. Time

Time is of the essence in the performance of this Contract.

11. 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 each Party.

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

12. Appropriation of Funds

- (a) If the term of this 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 and not yet paid for by CSU, terminate any future services and commodities to be 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 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.

13. Cancellation

CSU has the right to cancel this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.

14. Termination for Default

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.

15. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- (b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.
- (c) In the CSU terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items that Contractor agreed to supply.
- (d) CSU's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

16. Warranty

Contractor warrants that

- (i) deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work, if any), and
- (ii) the deliverables will be free from defects in materials and workmanship. Where the Parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the deliverables shall provide all functionality required thereby.

17. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Contractor shall take all additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

18. Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the CSU.

(a) Policies and Coverage.

- (1) The Contractor shall obtain and maintain the following policies and coverage:
 - (i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.
 - (ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned

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automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists

(iii) Worker's Compensation including Employers Liability Insurance as required by law.

(2) The Contractor also may be required to obtain and maintain the following policies and coverage:

(i) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.

(ii) Other Insurance by agreement between the Trustees and the Contractor.

(b) Verification of Coverage.

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

(c) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Agreement. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.

(2) For any claims related to the Work, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

(3) Each insurance policy required by this section shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the Trustees.

(4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(d) Amount of Insurance.

(1) For all projects, the insurance furnished by Contractor under this Agreement shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.

(ii) Business Automobile Liability Insurance-Limits of Liability

\$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.

(iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

(2) For projects involving hazardous materials, the Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(i) Environmental Impairment (pollution) Liability Insurance-Limits of Liability

\$10,000,000 General Aggregate

\$ 5,000,000 Each Occurrence-- combined single limit for bodily injury and property damage, including cleanup costs.

(ii) In addition to the coverage for Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:

(a) MCS-90 endorsement

(b) Sudden & Accidental Pollution endorsement--Limits of Liability*

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

With the Trustees' approval, the Contractor may delegate the responsibility to provide this additional coverage to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all CSU requirements. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

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(e) Acceptability of Insurers.

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the University.

(f) Subcontractor's Insurance.

Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Contract, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained, and approved by the CSU. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.

(g) Miscellaneous.

- (1) Any deductible under any policy of insurance required in this Contract shall be Contractor's liability.
- (2) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Contract.
- (3) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
- (4) If the Trustees are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.
- (5) The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.
- (6) The Contractor's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract.

19. General Indemnity

Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective 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 related to, arising out of or resulting from Contractor's performance of this Contract.

20. Invoices

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.

- (a) In the event that additional services are required, the Contractor shall submit invoices in accordance with provisions herein.
- (b) 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.
- (c) 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.
- (d) 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.

21. 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.

22. Use of Data

Contractor shall not utilize any non-public CSU information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether 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 Contractor pursuant to this Contract is the property of CSU, and shall not be used in any manner by Contractor unless authorized in writing by CSU.

23. Confidentiality of Data

- (a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the 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 and protected data as confidential information. Contractor shall not use,

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disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Further, If so requested by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.

- (b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSU's operation designated "confidential" by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify CSU in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall: (1) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- (c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by CSU in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

24. Information Security Requirements

- (a) Contractor is required to comply with CSU Information Security Requirements as described in Rider A, Supplemental Provisions for General Provisions for Service Acquisitions, attached hereto and by reference made a part of this agreement.
- (b) Information Security Plan
Contractor is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential CSU data to which they have access. Requirements for the Information Security Plan are described in Rider A.
- (c) Personal Security Requirements
Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only. Contractor shall not knowingly permit a representative or subcontractor to have access to CSU records, confidential data, or premises of the CSU when such representative or subcontractor has been convicted of a felony.

25. Patent, Copyright, and Trade Secret Indemnity

- (a) Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees (collectively referred to as CSU), from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third-Party Obligation") and will cooperate in enforcing them; provided that if the third-party manufacturer fails to honor the Third-Party Obligation, Contractor will provide CSU with indemnity protection.
 - (i) CSU will notify Contractor of such claim in writing and tender its defense within a reasonable time; and
 - (ii) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law. In such case no settlement shall be entered into on behalf of CSU without CSU's written approval.
- (b) Contractor may be required to furnish CSU a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- (c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, CSU shall permit Contractor at its option and expense either to procure for CSU the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably be practicable or if the use of such Deliverables or Software by CSU shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist CSU in procuring substitute Deliverables or Software at Contractor's cost and expense. If, in the sole

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opinion of CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSU shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums CSU paid Contractor less any reasonable amount for use or damage.

- (d) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

26. Rights in Work Product

All inventions, discoveries, intellectual property, technical communications and records originated or prepared by 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 section may be revised in a Statement of Work. The provisions of this sub-section a) may be revised in a Statement of Work. However, all finished product or deliverables required under this contract shall be the exclusive property of the CSU and may be used at CSU's discretion.

27. Examination and Audit

For contracts in excess of \$10,000, Contractor shall be subject to the examination and audit by:

- (a) the Office of the University Auditor, and
(b) the California State Auditor, for a period of three (3) years after final payment under the Contract. 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. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045 (c&d), respectively.

28. Dispute

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor's Chief Executive Officer (or designee) and CSU's Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the Parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

29. Conflict of Interest

CSU requires a Statement of Economic Interests (California 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.

30. Follow-On Contracts

No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may submit be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:
- (i) shall 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) shall 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 is later.
- (b) "Consulting and Direction" means services for which Contractor received compensation from 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
 - (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 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.

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- (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 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.

31. Endorsement

Nothing contained in this Contract shall be construed as conferring on any Party, 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.

32. Covenant Against Gratuities

Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of 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, CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSU in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. CSU's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

33. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.
- (c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

34. Compliance with NLRB Orders

Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

35. Drug-Free Workplace Certification

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations
- (b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note: Authority Cited: Government Code Section 8350-8357

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36. Forced, Convict, Indentured and Child Labor

By accepting a contract with CSU, Contractor:

- (a) certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.
- (b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (A).

37. Recycled Content Certification

To the extent that services involve the supply of post-consumer materials (see below) Contractor shall certify in writing the minimum, if not exact, percentage of post-consumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

38. Child Support Compliance Act

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

- (a) 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) 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.

39. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

40. Debarment and Suspension

By accepting a contract with the CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (*2 Code Federal Regulations [CFR] 180.220*, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

41. Expatriate Corporations

Contractor declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with CSU by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

42. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies he or she 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).

43. Loss Leader

Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

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44. DVBE and Small Business Participation

- (a) If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the SB(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each SB received from the prime Contractor. (Govt. Code § 14841.)
- (b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU:
- (1) the name and address of the DVBE(s) who participated in the performance of the Contract;
 - (2) the total amount the prime Contractor received under the Contract; and
 - (3) the amount each DVBE received from the prime Contractor. The Contractor shall also certify that all payments under the Contract have been made to the DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

45. Contractor's Staff

Contractor warrants that its staff assigned to performing work under this Contract are legally able to perform such duties in the country where the work is being performed.

46. Force Majeure

(a) Neither Party shall be liable for any failure to perform its obligations under this Contract for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a "Force Majeure Event").

(b) The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party's performance under this Contract, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Contract.

(c) Notwithstanding any other term in this Contract, including, but not limited to, the foregoing subsections of this section, during the period of a Force Majeure Event affecting performance by Contractor, CSU may elect to do all or any of the following:

- (i) suspend the Contract for the duration of the Force Majeure Event and be relieved of any payment obligation for goods or services not delivered or accepted due to the Force Majeure Event;
- (ii) obtain elsewhere the goods or services not delivered or accepted due to the Force Majeure Event;
- (iii) extend the time for Contractor's performance by a period equal to the duration of the Force Majeure Event; and/or
- (iv) terminate the Contract as to any goods or services not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.

47. COVID-19

In the event that CSU considers it necessary or prudent to cancel this Contract due to circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, CSU may do so and be relieved of any further financial obligation, risk, or other liability by providing seventy-two (72) hours prior written notice of cancellation to Contractor. CSU's right to cancel the Contract pursuant to this section shall not be limited or restricted in any manner by any other term or section of this Contract.

48. Material Change of Circumstances

The terms of this Contract are based on conditions in existence on the date that Contractor commences performance. In the event of a material change in the conditions that adversely affects the ability of Contractor to perform its obligations, Contractor shall reasonably cooperate with CSU to minimize the impact from such change in conditions on Contractor's performance and shall, if requested by CSU, negotiate in good faith to adjust the terms of this Contract on a mutually agreeable basis to address the impact of such material change in conditions. This provision shall not limit CSU's ability to avail itself of any rights or remedies provided to CSU by law, equity or any other term of this Contract.

RIDER X

Supplemental Federal Procurement Provisions for Emergency Contracts

The following federally required contract terms shall be binding on the Parties in the event that this Contract constitutes an emergency purchase, to the degree that they are applicable to this Contract and legally required for CSU to secure public assistance and reimbursement pursuant to federal regulations and the Federal Emergency Management Agency ("FEMA") or any other related Federal funding in relation to this Contract. In the event of any conflict between the terms in this Rider X and any other term(s) of this Contract, the terms in this Rider X shall prevail to the degree that they are applicable and legally required for the CSU to secure FEMA public assistance and reimbursement.

(2 C.F.R. § 200.326; 2 C.F.R., Part 200, Appendix II)

1. REMEDIES FOR CONTRACTOR'S BREACH (all contracts in excess of \$250,000)

- a. In the event any deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- b. In the event Contractor fails to make prompt delivery of any item or service as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a) above shall apply.
- c. If the CSU terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items or services that Contractor agreed to supply.
- d. CSU's rights and remedies provided in this Section 1 (Remedies for Contractor's Breach) shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or this Contract.

2. TERMINATION FOR CAUSE OR CONVENIENCE

- a. *Termination for Convenience.* CSU has the right to terminate this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.
- b. *Termination for Cause.* CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants contained in this Agreement at the time and in the manner provided in the Agreement. 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.

3. CLEAN AIR ACT (all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

- a. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- b. Contractor agrees to report each violation to the CSU and understands and agrees that the CSU will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. **FEDERAL WATER POLLUTION CONTROL ACT** (all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)
- a. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
 - b. Contractor agrees to report each violation to the CSU and understands and agrees that the CSU will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. **DEBARMENT AND SUSPENSION**

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by CSU. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CSU, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **PROCUREMENT OF RECOVERED MATERIALS** (all contracts for work involving the use of materials)

- a. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7. **ACCESS TO RECORDS**

The following access to records requirements applies to this Contract:

- a. Contractor agrees to provide CSU, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- d. In compliance with the Disaster Recovery Act of 2018, the CSU and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract

12. EQUAL EMPLOYMENT OPPORTUNITY

If the Agreement is for "Construction Work," defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services, the following provision shall apply.

During the performance of this Contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint

or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- i. CSU further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
- j. CSU agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- k. CSU further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, CSU agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance

has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

If the Agreement is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers (e.g., a contract for construction services), the following provision shall apply.

- a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* CSU shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

14. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- b. If the Agreement is for an amount in excess of \$100,000, Contractor must sign and submit to CSU the certification set forth in Attachment A:

ATTACHMENT A (EMERGENCY CONTRACTS)
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

CSU Contractor Number

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date