



SAN DIEGO STATE  
UNIVERSITY

**REQUEST FOR PROPOSAL**  
for  
**~ Stadium Marketing Strategy ~**

---

**PROPOSAL DATA**

*Proposal Number:* RFP No 6842 August 1, 2019  
*Description:* Stadium Marketing Strategy

*Contacts:* Jeffrey S. Fratt, Assistant Director, Contract and Procurement Management  
619-594- 3965 FAX 619-594-591 E-mail: [jfratt@sdsu.edu](mailto:jfratt@sdsu.edu)  
Steven Schnall, Executive Associate Athletic Director-External  
619-594-3210 FAX 619-594-5126 E-mail: [sschnall@sdsu.edu](mailto:sschnall@sdsu.edu)

---

**QUESTION DEADLINE**

*Date:* Wednesday, August 14, 2019 at 2:00 pm  
*Purpose:* To address questions or concerns regarding any part of this proposal package.  
Please submit all questions by posting them to:  
<https://www.planetbids.com/portal/portal.cfm?CompanyID=25796>

---

**PROPOSAL DUE DATE**

*Date:* Wednesday, August 21, 2019  
*Time:* 2:00 p.m.  
*Location:* Contract & Procurement Management Office, Administration Bldg, Rm 116  
5500 Campanile Drive, San Diego, CA 92182-1616  
(Visit the following web site <http://www.sdsu.edu/map/>)

---

**PROPOSAL CONTENTS** \* <https://www.planetbids.com/portal/portal.cfm?CompanyID=25796>

\*Proposers must register with Planet Bids. Notifications will be transmitted from this source and forms must be uploaded from this website.

Exhibit A: Request for Proposal "RFP"	Exhibit D: Small Business Preference Certification
Exhibit B: Solicitation Provisions, Certification	Exhibit E: Sample Agreement
Exhibit B-1: Supplemental Provisions	Exhibit F: General Provisions
Exhibit C: Proposal Certification Form	Exhibit X: DVBE Participation Requirement

Sealed written responses must be received by the Contract & Procurement Management Office no later than the date, time and location indicated above for RFP Due Date. SDSU assumes no responsibility for delay in delivery of the proposal to the designated delivery location by the United State Postal Service, by University Mail Services, or by any other means. Submittal of responses by fax or other electronic means is not acceptable.

**NOTE: This RFP does not constitute an order for the goods or services specified.**



SAN DIEGO STATE  
UNIVERSITY

**RFP #6842**  
**Stadium Marketing Strategy**

**TABLE OF CONTENTS**

	<u>Page</u>
EXHIBIT A	REQUEST FOR PROPOSALS
• SECTION 100 INTRODUCTION.....	3
• SECTION 200 SCHEDULE OF EVENTS .....	4
• SECTION 300 FEATURES AND TECHNICAL REQUIREMENTS.....	5
• SECTION 400 PROPOSAL FORMAT/SUBMITTALS.....	5
• SECTION 500 RESPONSE REQUIREMENTS .....	6
• SECTION 600 EVALUATION AND AWARD CRITERIA.....	7-8
❖ Exhibit A, Attachment No. 1, Proposer's Qualifications	
❖ Exhibit A, Attachment No. 2, References	
EXHIBIT B	CSU SOLICITATION PROVISIONS AND BIDDER CERTIFICATIONS .....1-11
EXHIBIT B-1	SUPPLEMENTAL PROVISIONS .....1-4
EXHIBIT C	PROPOSAL CERTIFICATION FORM..... 1
EXHIBIT D	SMALL BUSINESS PREFERENCE CERTIFICATION..... 1
EXHIBIT E	SAMPLE AGREEMENT.....1 - 11
...	
EXHIBIT F	GENERAL PROVISIONS..... 1 – 6
EXHIBIT X	DVBE PARTICIPATION INCENTIVE..... 1 – 3

## SECTION 100: INTRODUCTION

**101. INTENT:** The San Diego State University (SDSU) Athletics Department is seeking qualified contractors wishing to provide marketing and promotional strategies to generate revenue for San Diego State University as part of the SDSU Mission Valley Campus Development project. Implementation of the services will begin September 1, 2019 through the inaugural San Diego State Football contest at the new Stadium, currently scheduled for Fall 2022.

In addition to Aztec Football, the Mission Valley Stadium will be home to special events, concerts, professional soccer, collegiate soccer, football, and lacrosse. The promotion of all these activities in regard to both content and creative should be explained in the RFP response.

A short list of firms (top 3) may be selected and invited to campus for interview and product demonstration. Each firm should be prepared to discuss and substantiate any part of the proposal it has submitted. However, the University reserves the right to award a contract on the basis of initial proposals received, without interviews.

**102. PLANETBIDS:** The University utilizes Planet Bids ([www.planetbids.com](http://www.planetbids.com)) to distribute information related to this RFP. This system sends notifications to prospective proposers however, the University recommends that proposers periodically check the Planet Bids website for modifications to RFP documents. The University is not responsible for a prospective proposer's misunderstanding of the RFP solicitation or nonresponsive proposal due to failure to check the website for updates or addenda to RFP documents, and/or other information regarding the RFP solicitation. Failure to periodically check this website will be at the proposer's sole risk.

**103. BACKGROUND:** Located on a bluff overlooking Mission Valley, San Diego State University has been commonly referred to as "Montezuma Mesa" for more than sixty years. San Diego State University is the home of the Aztecs and the collegiate athletic focal point of San Diego. The rich tradition of Aztec athletic achievements has been nationally recognized on many fronts. The SDSU athletic program has developed into one of the most well rounded programs in the western United States; 10 of the 18 intercollegiate sports have been ranked in the top twenty in the nation at some point since 1980, with seven ranked in the top ten.

San Diego State University is the oldest and largest higher education institution in the San Diego region. Since it was founded in 1897, the university has grown to offer bachelor's degrees in 81 areas, master's degrees in 73 areas and doctorates in 16 areas. SDSU's more than 34,000 students participate in an academic curriculum distinguished by direct contact with faculty and an increasing international emphasis that prepares them for a global future.

**104. COMMITMENT TO SUSTAINABILITY:** Every item that we purchase at SDSU has an impact on the environment due to the resources that were used to create, transport, operate, and dispose of that item. SDSU's Office of Contract and Procurement Management seeks to increase awareness about the impact of the University's purchasing habits and promote and facilitate the purchase of products that have reduced or minimal environmental impact. Thus, the Contractor will be expected to help promote sustainability in all purchasing functions on the SDSU campus as relates to the purchase of environmentally friendly products on the SDSU campus

## SECTION 200: SCHEDULE OF EVENTS

Release of Request for Proposal	August 1, 2019
Deadline for Receipt of Written Questions (2:00 p.m.)	August 14, 2019
<b>Deadline for Receipt of Proposal Packages (2:00 p.m.)</b> <i>(Original plus five copies - Binding Instructions on page 8)</i>	<b>August 21, 2019</b>
Notice of Short List (Finalists)	August 23, 2019
Oral Presentations <b>(If Required)</b> <i>(The University may elect to have the top 3 finalists participate in a presentation/interview session. Please mark your calendar with these dates for potential demonstrations and interviews.)</i>	August 27 - 29, 2019
Notice of Intent to Award	August 30, 2019
Contract Awarded	September 7, 2019

**NOTE: Schedule of Events dates may be adjusted upon advanced written notice.**

## **SECTION 300: FEATURES AND TECHNICAL REQUIREMENTS**

*Within this section, the University has listed required specifications and functions for marketing and promotion for the Stadium Marketing Strategy. Proposers shall respond by indicating how their service can provide or accommodate the functionality described as well as additional functionality not listed (see Section 400, Proposal Format / Submittals).*

### **301. FEATURE REQUIREMENTS:**

1. Contractor shall provide a designated team to develop and implement a stadium market strategy that will allow the University to control the narrative to their key constituents via social media (described as Athletic Department Website (goaztecs.com), Twitter, Instagram, Facebook), print media, billboards, transit shelters, TV, Radio and other advertising mediums deemed appropriate by contractor. Project will be segmented as follows
  - a) Develop the Slogan(s) for the project.
  - b) Strategy from Fan Fest in August 2019 through March 2020, with promotion during football and basketball seasons, leading up to ground breaking in Spring 2020 to include concepts for narrative, branding and creative.
  - c) Narrative, branding, and creative during the construction process.
  - d) Narrative, branding, and creative from Fall 2021 until Stadium opening in September 2022.
  - e) Ideas on special events from August 2019 through September 2022.
  - f) Provide personnel details on those working on the project.
  - g) Provide company client list and projects similar to those described above.
  - h) Deliverables will include, but are not limited to narrative, branding, creative; Style guide, video for sponsorship, suite and ticket sales, TV campaign, and social media campaign.

### **302. GENERAL OBJECTIVES:**

1. Control narrative in a dynamic way to showcase the Mission Valley Stadium and its importance to not only San Diego State University but the San Diego community at large and outside of California as we promote Mission Valley development nationally.
2. Increase awareness for the project and sales revenue defined as sponsorship, suites and ticket sales.
3. Promote and educate the Mission Valley project to the community.

## **SECTION 400: PROPOSAL FORMAT/SUBMITTALS**

All proposers must submit the following with their proposals to be considered responsive. Proposers shall elaborate on each question as asked below and respond using the same Proposal Format, associating your answers to the referenced categories and questions.

### **1. COMPANY PROFILE / QUALIFICATION / REFERENCES**

- a) Complete Attachment No. 1 – Proposers Qualifications Statement. Provide a list with explanation of defaulted, completed and current contracts similar to the proposed Stadium and Marketing Strategy. Provide the percent of work done by staff, number of employees, and number of years in business.
- b) Complete Attachment No. 2 – References Statement - provide a list of references which demonstrate experience in providing services similar in nature required by this RFP. Include company/institution name and address, and name, title, and telephone number of person to contact.

### **2. FEATURES / TECHNICAL REQUIREMENTS/GENERAL OBJECTIVES/COMPENSATION**

- a) Provide specific details to the features and technical requirements your firm can provide in accordance with Exhibit A, Section 300, page 5.

- b) Compensation. Please include any methods to be used in calculating costs as well as a detailed list of items (salaries, taxes, travel, marketing expenses, etc.) included in those calculations. Proposers should detail projected costs for various elements of the project. Provide itemized hourly rates for the project consultants and resources that will be involved on the project. If each team member operates at different rates, include those rates, and a single, combined, flat hourly rate for the entire team. Include an estimated direct daily expense cost. Finally, include any additional costs for which SDSU will be charged.
3. IMPLEMENTATION PLAN  
Provide a complete timeline for project and estimate time-line for deliverables.
4. VALUE ADDED OPTIONS  
Describe any services, not included in this Request for Proposal that your firm can provide to San Diego State University that may be of benefit to the University.
5. SMALL BUSINESS PREFERENCE.  
Proof of certified Small Business must be submitted at the time the proposals are due (Reference Exhibit B, Page 3) including the request for small business preference form Exhibit D.
6. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION.  
A 5% incentive will be given to those proposers who locate a qualified DVBE and can provide them with a 3% or greater share of the award. The service provided by the DVBE must be a commercially useful function. See Exhibit B, page 4, Bid Requirements Regarding Disabled Veteran Business Enterprise Participation.
7. CERTIFICATION FORM.  
All proposers must complete and return the certification form, Exhibit C with the proposal response.

## SECTION 500: RESPONSE REQUIREMENTS

### RECEIPT OF PROPOSAL PACKAGES:

Proposal packages shall be received at the Contract and Procurement Management Office, Administration Building Room 116, until **2:00 P.M., Wednesday, August 21, 2019.**

**Binding method** - The University prefers that the Contractor bind their proposals in a 3-ring binder. The original binder and 5 copies shall be submitted in a package/box marked with:

- The Name of Proposer
- Buyer ~ Jeffrey S. Fratt
- RFP No.6842 – Proposal Due Date: Wednesday, 8/21/19 @ 2:00 p.m.

Proposals submitted by mail should be submitted sufficiently in advance to ensure delivery to Contract and Procurement Management Office prior to the specified time. San Diego State University assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or after it is delivered to a central location on campus. If submission time is a factor, SDSU encourages hand delivery or Federal Express delivery of your proposal **directly to Contract and Procurement Management Office, Administration Bldg., Room 116. (5500 Campanile Dr. AD 116, San Diego CA 92182-1616)** All proposals received after scheduled closing time for receipt of proposals will not be considered.

**Parking Information for Hand Delivery:** Obtain an all day Business parking permit for \$5.00 from the Information Booth (<http://police.sdsu.edu/booth.htm>) (Hours 7:30am – 2:30pm) located on the corner of

College Avenue and Canyon Crest Drive, or check out the Trolley Green line which stops in the center of campus (<http://police.sdsu.edu/parkinginfo.htm>) ( On Line Campus Map at <http://www.sdsu.edu/map/>).

#### **PROPOSAL PACKAGE CONTENT.**

To facilitate the evaluation process, proposers are encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. The complete proposal package shall include one (1) original proposal one (1) copied to a disk or thumb drive and five (5) proposal copies.

- Criteria 1 ~ Company Profile – Qualifications/Experience/References
- Criteria 2 ~ Features/Technical Requirements/General Objectives/Compensation
- Criteria 3 ~ Implementation
- Criteria 4 ~ Value Added Options
- Criteria 5 ~ Small Business Preference ~ Exhibit D
- Criteria 6 ~ DVBE Participation Incentive ~ Exhibit X
- Criteria 7 ~ Semi-finalist ~ Oral Presentation
- Certification Form ~ Exhibit C

#### **ADDITIONAL INFORMATION/QUESTIONS.**

Requests for additional information or clarification can be emailed to [jfratt@sdsu.edu](mailto:jfratt@sdsu.edu) or faxed to the attention of Jeffrey Fratt 619-594-5919 by no later than, Wednesday, August 14, 2019 at 2:00 p.m.

Proposers are asked not to contact other employees of SDSU concerning this request during the proposal process.

#### **NEGOTIATIONS AND BEST AND FINAL OFFER.**

Upon review and scoring by the evaluation committee, San Diego State University has the right to accept the best proposal as submitted, without discussion or negotiation. However, the University also reserves the right to request additional information and discuss Contractor's proposal with the evaluation committee to facilitate arrival at a contract most advantageous to SDSU. If the evaluation committee determines that further discussion is in the best interest of the University, the Contract and Procurement Management Office will invite qualified Proposers to attend a final meeting and/or provide an oral presentation at a time to be determined later. Decision by the University is final.

### **SECTION 600: EVALUATION AND AWARD CRITERIA**

**EVALUATION.** San Diego State University shall select the proposer that is the best qualified to fulfill the specifications of this Request for Proposal. Proposals meeting the format requirements will be submitted to an evaluation committee comprised of University personnel. Responses will be reviewed, evaluated and scored. The committee will assess client satisfaction through interviews with current users. At the conclusion of this review and tally of scores, the three highest scoring proposers deemed by the University as having provided the most effective approach to this request will advance to the presentation finals. Final award shall be based on proposal submitted and presentation.

The University reserves the right, at its sole discretion, to reject any and all proposals. The University reserves the right to award a contract on the basis of initial proposals received, without interviews. Further, the University reserves the right to waive any minor irregularities it feels are immaterial to this award. The decision of the University is final.

**AWARD CRITERIA.** Each of the following criteria will be scored in accordance with the points referenced below for a total of **100** points.

**Evaluation Item**

**Points Available**

<b>Evaluation Item</b>	<b>Weight</b>
Overall narrative of Mission Valley Stadium	20 points
Overall branding of Mission Valley Stadium	20 Points
Overall creativity of Mission Valley Stadium	20 Points
Special event promotions August 2019 through September 2022	5 points
Develop slogan for project	5 Points
Corporate officers of the Proposer and their experience in the venue and facilities management industry	5 Points
Quality of the references provided in accordance with submittal requirements.	5 Points
Plan for supporting CSU goals for participation of Small and Disabled Veterans Business Enterprises in CSU contracts	10 Points
Additional benefits, resources, and/or services with explanation of demonstrated benefit to the University	10 Points



**QUALIFICATIONS**

*Attach additional sheets if necessary.*

**Company Information**

<b>Contractor Name</b>		<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	
<b>Street Address</b>		<b>City / State / Zip</b>	
<b>Federal ID # or Social Security Number</b>		<b>Date of Corporation</b>	
<b>Name of State(s) in which incorporated</b>			
<b>FOR PARTNERSHIP ONLY</b>			
<b>DATE OF ORGANIZATION</b>		<b>Is the partnership:</b> <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> Association	
<b>Name /addresses / zip of all partners</b>			
<b>Use additional sheet if necessary</b>			
<b>Certified Small Business</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>OSDS No.</b>	<b>SB Cert Expire Date</b>	<b>Certified Disabled Veteran Business Enterprise</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>OSDS No.</b>	<b>DVBE Cert Expire Date</b>

**Contact Information**

<b>Name</b>	<b>Title</b>
<b>Phone No.</b> (            )            -	<b>Fax No.</b> (            )            -
<b>Mobile No.</b> (            )            -	<b>Email Address</b>

**General Information**

<b>No. of Years in Business</b>	<b>No of years in providing this service</b>
<b>Include a description of the full range of services offered</b>	<b>Primary markets served</b>
<b>Growth strategy for next five years</b>	<b>Attach a list with explanation of defaulted, completed and current contracts similar in nature to the proposed services required in this RFP.</b>
<b>If you have done business under different name, please give name and location</b>	<b>Has firm ever been engaged in litigation over any contract, If so, explain.</b>

**REFERENCES**

Provide a list of references of higher education institutions which demonstrate experience in providing services similar in nature required by this RFP. Include company/institution name and address, and name, title, and telephone number of person to contact. *Attach additional sheets if necessary.*

---

Company Name

---

Street Address City State Zip

---

Telephone Number Fax Number

---

Person Familiar with Performance Title

---

Number of years service performed Date of last service performed

Description of services performed:

---

Company Name

---

Street Address City State Zip

---

Telephone Number Fax Number

---

Person Familiar with Performance Title

---

Number of years service performed Date of last service performed

Description of services performed:

---

Company Name

---

Street Address City State Zip

---

Telephone Number Fax Number

---

Person Familiar with Performance Title

---

Number of years service performed Date of last service performed

Description of services performed

---

## CSU SOLICITATION PROVISIONS AND BIDDER CERTIFICATIONS

*Revised 10/14/14*

### I. SOLICITATION PROVISIONS

#### 1. Definitions:

- (a) The Trustees of the California State University are referred to as "CSU" or "University."
- (b) The terms "bid" and "proposal" are synonymous and mean an offer made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a "seal bid" or results in award of a contract to a single or sole source.
- (c) "Bidder" or "Proposer" is used interchangeably and each shall apply to the business entity that submits a bid/proposal or is awarded a contract.

#### 2. Preparation of Bids and Proposals:

- (a) Proposer shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.
- (b) All bids submitted, including electronic bids, must indicate unit prices for each separate line item quoted in addition to showing the totals. In case of discrepancy between the unit price and the extension set forth for the item, the unit price shall prevail; however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, the amount set forth in the "Extension" column shall be divided by the quantity for the item and the price thus obtained shall be the unit price. In case of discrepancy between the totals shown on the bid form and the actual sum of the item totals, the actual sum of all item totals shall prevail.
- (c) Brand names: Any reference to brand names and numbers in the bid solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the indicated standards of quality will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the reference brands.

Unless the bidder specifies otherwise in the bid, it is understood that the bidder is offering a referenced brand item as specified in the bid solicitation. The CSU reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references; the CSU

## CSU SOLICITATION PROVISIONS AND BIDDER CERTIFICATIONS

*Revised 10/14/14*

may require a bidder offering a substitute to supply additional descriptive material and a sample.

- (d) Time of delivery (whether a commodity or a service) is a part of the bid and must be strictly observed. Time, if stated as a number of days, shall mean calendar days.
- (e) Bids shall be completed in all respects as required by this solicitation. A bid may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially changed the quality of the bid. Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the evaluation committee, such information was intended to erroneously and fallaciously mislead the CSU in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this solicitation, the bid will be rejected. Statements made by a bidder shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

The CSU reserves the right to request additional information which in the CSU's opinion is necessary to assure that the proposer's competence, experience, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

### 3. Submission of Bids:

- (a) Whenever the CSU so designates, bids must be signed and sealed, with the bid number, bidder's name and address, and closing date, on the outside of the envelope.
- (b) Bids or partial bids, and modifications or corrections thereof received after the closing time specified may not be considered.
- (c) The bidder is solely responsible for ensuring that the bid is delivered to the CSU prior to the date and time specified and in accordance with the solicitation requirements. The CSU shall not be responsible for any delays in mail delivery, including delay occasioned by the internal CSU mailing system, or transmission errors or delivery errors.

- 4. Cancellation: This solicitation does not obligate CSU to enter into an agreement. CSU reserves the right to cancel this solicitation at any time, should the project be canceled, CSU loses the required funding or it is deemed in the best interest of CSU. No obligation either expressed or implied, exists on the part of CSU to make an award or to pay any cost incurred in the preparation or submission of a bid.

## CSU SOLICITATION PROVISIONS AND BIDDER CERTIFICATIONS

*Revised 10/14/14*

5. Bidder's Cost: Costs for developing bids are entirely the responsibility of the bidder and shall not be chargeable to the CSU.
6. Revisions in Bid Solicitation: In the event a bidder believes that the CSU's bid solicitation is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the CSU's procurement office, either by telephone, telegraph, letter, or visit, immediately upon receipt of the bid solicitation, in order that the matter may be fully considered and appropriate action taken by the CSU prior to the closing time set for bids.
7. Removal of Names from Bidders' List: The CSU may remove the name of any vendor or contractor from its lists of potential bidders whenever the CSU has received no recent responses to its bid solicitations from that vendor or contractor.
8. Award of Contracts:
  - (a) Contracts will be made or entered into with (1) the lowest responsible bidder meeting specifications, (2) the bidder with the highest score attained at the end of a competitive evaluation process, or (3) as otherwise specified in the bid solicitation. The CSU reserves the right to determine the results of the prescribed evaluation process and the awardee.
  - (b) Where more than one item is specified in the bid solicitation, the CSU reserves the right to determine the low bidder either on the basis of individual items or on the basis of all items included in the bid solicitation.
  - (c) Unless the bidder specifies otherwise in the submitted bid, the CSU may accept any portion or group of items or services offered in the bid, or accept none of them at all.
  - (d) The CSU reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
  - (e) A CSU purchase order mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid solicitation results in a binding agreement without further action by either party. The binding agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
9. Bid Evaluation Preferences: In evaluating bids, the CSU will give preferences in accordance with the law for suppliers who are a California certified Small Business. If the bidder claims preferences under the Target Area Contract Preference Act (TACPA) the bidder must complete and return the appropriate form incorporated in the solicitation.

## CSU SOLICITATION PROVISIONS AND BIDDER CERTIFICATIONS

*Revised 10/14/14*

If applicable, preferences may also be given for bidders using recycle products in accordance with Public Contract Code Sections 10408 and 12150 et seq. Where multiple preferences are claimed, the CSU will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.

### 10. Disabled Veteran Business Enterprise Participation Requirement and Incentive:

California state law requires that its state agencies achieve a goal of three (3) percent participation for disabled veteran business enterprises (DVBE) in state contracts. Failure of the Bidder to comply with the DVBE requirement will cause the Trustees to deem the bid nonresponsive and the Bidder to be ineligible for award of Contract.

The Bidder must document its satisfaction of the DVBE participation goal requirement on the forms in the Appendices. Final determination of DVBE Participation Goal Attainment by the Bidder shall be at the Trustees' sole discretion.

If awarded the Contract, the successful Bidder must use the DVBE suppliers and/or subcontractors proposed in its bid proposal unless it has requested substitution and has received approval of the Trustees in compliance with the Subletting and Subcontracting Fair Practices Act. See Article 4.04, Substitution of Subcontractors.

Responsive to direction from the State Legislature, the Trustees are seeking to report increased statewide participation of DVBE in contract awards. To this end, the successful Bidder shall inform the Trustees of any contractual arrangements with subcontractors, consultants or suppliers that are certified DVBE.

For additional DVBE/SB Information Sources, more information regarding DVBE certification, the database of DVBE suppliers or for general DVBE information, contact:

State of California, Department of General Services, Procurement Division  
Small Business & DVBE Services Branch  
P.O. Box 989052, West Sacramento, CA 95798-9052 (mailing address)  
707 Third Street, First Floor, Room 400, West Sacramento, CA 95605 (physical address)  
Telephone number: (916) 375-4940  
Fax number: (916) 375-4950  
Email: [osdshelp@dgs.ca.gov](mailto:osdshelp@dgs.ca.gov)  
Internet: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

### DVBE Incentive

In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees shall grant a bid incentive for bid evaluation purposes only to Bidders that exceed the three percent DVBE participation requirement. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. A non-small business cannot

## CSU SOLICITATION PROVISIONS AND BIDDER CERTIFICATIONS

Revised 10/14/14

displace a California certified small business from the top ranked position due to application of preferences or incentive.

### DVBE Incentive Levels

The Trustees are granting a DVBE participation bid incentive for this project for bid evaluation purposes only. Bidder must exceed the three percent DVBE participation requirement in order to earn this incentive.

The bid incentives are as follows:

DVBE Participation	Incentive
3%	0%
5%	3%
10%	5%

In solicitations where an award is to be made to the highest scored bidder based on evaluation factors in addition to price, the DVBE Incentive shall be a percentage of the highest responsible bidder's total score. In solicitations where an award is to be made to the low bid, the incentive is a percentage of the low bid total.

If requesting the DVBE Incentive, then complete the DVBE Form in the appendices and indicate the total DVBE participation.

For more information on DVBE participation for this solicitation, please contact:  
*Jeff Fratt, Assistant Director, Contract and Procurement Management, DVBE  
Coordinator 619-594-0466, jfratt@sdsu.edu*

### 11. Small Business Preference Request

The State of California requires agencies to provide a five percent (5%) preference to Proposers or Bidders who qualify as either California certified small businesses or non-small businesses that commit 25% of the contract value to California certified small businesses. To be eligible, the small businesses must be certified by The Office of Small Business and DVBE Services. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Government Code, Section 14838, et seq. and Title 2, California Administrative Code, Section 1896, et seq. Copies of the codes and regulations are available online or upon request.

If requesting the Small Business Preference, then complete the form in the appendices and indicate the total Small Business participation.

The use of the Small Business Preference shall be in compliance with the law and specifically Government Code Section 14838.B.2. In solicitations where an award is to be made to the highest scored bidder based on evaluation factors in addition to price, the preference to small businesses or microbusiness shall be 5 percent of the highest responsible bidder's total score. The preference to non-small business bidders that

## CSU SOLICITATION PROVISIONS AND BIDDER CERTIFICATIONS

*Revised 10/14/14*

provide for small business or microbusiness subcontractor participation shall be up to a maximum 5 percent of the highest responsible bidder's total score, determined according to rules and regulations established by the Department of General Services. In solicitations where an award is to be made to the low bid, the preference is applied by factoring 5 percent of a non-small business low bid total and subtracting this amount from the small business bid total.

12. **Financing of Acquisition:** Bidder shall include within the contents of its bid or proposal the best financing alternatives it has to offer the CSU whenever the solicitation document expresses the CSU's desire to consider financing (including third-party possibilities) as an option.
13. **Patent, Copyright, and Trade Secret Indemnity:** A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
14. **Protests:**
  - (a) **Prior to Bid Opening -** Potential bidders are afforded the opportunity to take exception to or "protest" the specifications and/or requirements of the bid solicitation. Such protests must be conveyed in writing to the CSU and also be resolved in writing by the CSU each within the timeframes specified, prior to the scheduled bid submittal deadline. However, any protests of specifications or requirements received after the deadline identified in the bid solicitation shall be considered untimely and shall be rejected. The CSU's decision on a protest is final.
  - (b) **Prior to Contract award -** If, prior to award of a contract, a protest is received in writing within the timeframe specified within the bid solicitation and filed on the grounds that the intended award is not in conformance with the specifications or requirements of the bid solicitation, the contract shall not be awarded until the protest has been withdrawn or a decision has been reached by the CSU. The CSU shall review the merits and timeliness of the protest and submit a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The CSU's decision on a protest is final.
15. **Accommodations for the Disabled:** It is the policy of the CSU to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process, or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation.



## CSU SOLICITATION PROVISIONS AND BIDDER CERTIFICATIONS

*Revised 10/14/14*

16. Confidentiality: Final bids are public upon bid opening; however the contents of all proposals, drafts bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal shall be held in the strictest confidence until Notice of Intent to Award.

The content of all working papers and discussions relating to the bidder's proposal shall be held confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or an evaluation of the bid.

### II. BIDDER CERTIFICATIONS

By submitting a bid, the Bidder certifies to the following:

1. Americans With Disabilities Act (ADA): Contractor assures the CSU that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
2. Unfair Practices Act: Contractor warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).
3. Violation of Air or Water Pollution Laws: Unless the contract is less than \$25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Contractor warrants that the Contractor has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution.  
By submitting a bid, the Bidder certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.
4. Compliance with NRLB Orders: In submitting a bid or signing a contract the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

## CSU SOLICITATION PROVISIONS AND BIDDER CERTIFICATIONS

*Revised 10/14/14*

5. Assignment of Antitrust Actions: The bidder's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the bidder:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the procurement body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the procurement body pursuant to the bid. Such assignment shall be made and become effective at the time the procurement body tenders final payment to the bidder (Government Code Section 4552).

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553).

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

6. Noncollusion Affidavit: By submitting a bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.
7. Safeguards for confidential information: By submitting a bid, Bidder acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Bidder hereby

## CSU SOLICITATION PROVISIONS AND BIDDER CERTIFICATIONS

*Revised 10/14/14*

certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314 et seq.

8. **Covenant Against Gratuities:** The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items, which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
9. **Public Contracts Code Restrictions For CSU Employees:** CSU employees and immediate past employees must comply with restrictions regarding contracting with the CSU. Bidder needs to be aware of the following provisions regarding current or former CSU employees. In submitting a bid, bidder certifies that the bidder is eligible to contract with the CSU pursuant to the Public Contracts Code (PCC) sections list below:

Current CSU Employees (PCC Section 10831):

- (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any CSU department through or by a CSU contract unless the employment, activity or enterprise is within the course and scope of the officer's or employee's regular CSU employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any CSU department to provide goods or services.
- (c) This prohibition does not apply to officers or employees of the CSU with teaching or research responsibilities.

Former CSU Employees (PCC Section 10832):

- (a) For the two-year period from the date he or she left CSU employment, no former CSU officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CSU department.

## CSU SOLICITATION PROVISIONS AND BIDDER CERTIFICATIONS

Revised 10/14/14

- (b) For the twelve-month period from the date he or she left state employment, no former CSU officer or employee may enter into a contract with any CSU department if he or she was employed by that CSU department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CSU service.
10. In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Chapter 8.5 of the Public Resource Code, the Bidder certifies that it, and its agents, subsidiaries, partners, joint venturers, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to the CSU that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the bidder, its agents, subsidiaries, partners, joint venturers, or subcontractors. In addition the Bidder agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.
11. **DARFUR CONTRACTING ACT**  
PCC sections 10475 et seq., the Darfur Contracting Act of 2008, establish restrictions against contracting with vendors conducting certain types of business in Sudan. The Act sets forth criteria to determine if a vendor is a “scrutinized company” and therefore ineligible to bid on or submit a proposal for State contracts.
- Upon submitting a bid, bidders that have had business activities outside of the United States within the previous three years certify that they are not a scrutinized company as defined, or demonstrate they obtained permission under the statute. (PCC §§ 10478, 10477(b).) False certifications shall cause the bid to be invalidated. (PCC § 10479.)
12. **IRAN CONTRACTING ACT**  
PCC sections 2202 et seq., the Iran Contracting Act of 2010, establish restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. By submitting a bid in excess of \$1 million, bidder certifies that bidder is not a financial institution extending credit to an ineligible vendor on the list published by the California Department of General Services on the web site:  
<http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf>  
(PCC § 2204.) The Act includes certain exceptions. (PCC § 2203(c).)
13. **THE CONGO – SECURITIES EXCHANGE ACT**  
PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. The CSU will not accept bids or proposals or contract for goods or services related to products or services from companies designated as a “scrutinized company” by the Federal Government

## **CSU SOLICITATION PROVISIONS AND BIDDER CERTIFICATIONS**

*Revised 10/14/14*

By submitting a bid, bidder certifies that they are not a scrutinized company as defined. False certifications shall cause the bid to be invalidated.

For purposes of this section, a “scrutinized company” is a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.

## SUPPLEMENTAL SOLICITATION PROVISIONS

**ACCESSIBILITY REQUIREMENTS (SECTION 508)** The Contractor warrants that it complies with California and federal disabilities laws and regulations. Contractor hereby warrants that the products or services to be provided 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 the CSU from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.

California Government Code 11135 requires the CSU to comply with Section 508 of the *Rehabilitation Act of 1973, as amended*, and to apply the accessibility standards published by the U.S. Access Board for [electronic and information technology \(EIT\)](#) products and services that it buys, creates, uses and maintains. EIT is defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101

**ACCEPTANCE OF PROPOSAL** This RFP creates no obligation on the part of SDSU to award a contract or to compensate proposers for proposal preparation expenses. SDSU reserves the right to accept or reject any and all proposals, in whole or in part and to waive or permit cure of minor irregularities.

**ALL BIDDERS MUST BE REGISTERED:**

To register go to: <https://caleprocure.ca.gov> and <https://www.planetbids.com> If you have not downloaded this package from this website, you are not officially registered for this bid. If bidders are not registered they may not receive published addenda to this bid. Failure to acknowledge published addenda may be grounds for rejection of a bidder's response. To download the RFP Package and to receive future addenda go to the above website.

**E-PROCUREMENT: Cal eProcure and Planetbids.com** The University advises that prospective Contractors periodically check the Cal eProcure website for University Public advertisements as part of the California State Contracts Register (CSCR) for information on how to obtain bid documents and the University can be found under department 6820 – CSU, San Diego.

The University advises that prospective Contractors periodically check the <https://www.planetbids.com/portal/portal.cfm?CompanyID=25796> website for modifications to RFP documents. The University is not responsible for a prospective Contractor's misunderstanding of the RFP solicitation or nonresponsive proposal due to failure to check the website for updates or amendments to RFP documents, and/or other information regarding the RFP solicitation. Failure to periodically check this website will be at the Contractor's sole risk.

WEB ADDRESS FOR CalProcure:

CSCR/Cal eProcure <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>

Planetbids <https://www.planetbids.com/portal/portal.cfm?CompanyID=25796>

**APPROVAL/ACCEPTANCE OF SERVICES** Contractor agrees and understands that all services provided under the terms of this agreement are subject to the approval of San Diego State University. Decisions as to the adequacy of the services performed shall be made by the Project Manager. Decisions of the University shall be final.

**AWARD** Award shall be made to the proposer awarded the highest points score attained at the end of a competitive evaluation process as evaluated by the SDSU Evaluation Committee using the evaluation criteria as stated on Exhibit A, Section 600 Page 7.

**CONFLICT OF INTEREST** Contractor's shall comply with California's disclosure laws; they must disclose if they have any business relationship with the University.

## SUPPLEMENTAL SOLICITATION PROVISIONS

**COMPETENCE OF PROPOSER** The University reserves the right to request additional information which in the University's opinion is necessary to assure the proposer's competence, business organization and financial resources are adequate to perform according to contract.

The University may make such investigations as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the University all such information and data for this purpose as requested by the University. The University reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the University that such proposer is properly qualified to carry out the obligations of the contract and complete the work specified.

Proposer shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available. Failure to examine any document, drawing, specification, or instruction will be at the Proposer's sole risk.

**CONTRACT CHANGES** The University, without invalidating this agreement, may order extra work or make changes by altering, adding to, or deducting from the work only by written amendment. The Amendment, initiated by the University and properly approved and authorized shall set forth the amount of money to be added or deducted.

**CONTRACTOR REGISTRATION/LICENSING** No proposal will be accepted from a person, firm or corporation who has not been licensed in accordance with the provisions of the Business and Professional Code. All proposers must include on the Proposal Certification Form, Exhibit C, their city/state business license number (s). All applicable licenses and permits are the responsibility of the Contractor. An agreement will not be awarded to a bidder who does not possess the licenses required by law. This agreement shall be terminated in the event, at any time during the term of agreement the Contractor's license is suspended or lost.

**CONTRACTOR RESPONSIBILITY** Contractor shall be responsible for overseeing the entire project, including any subcontractors. All subcontractors shall be paid prevailing wages. Provide a list of any subcontractors with the proposal.

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION INCENTIVE** The DVBE requirement is required but an incentive will be given should DVBE participation be attained. If attained a 3% to 5% incentive will be applied.

Responsive to direction from the State Legislature, (PCC 10115 et. seq.), Contractor shall cooperate with State as it seeks to increase the statewide participation goals of disabled veteran owned business enterprises in contract awards. To this end, contractor may be asked to inform State of any subcontracting or supplier arrangements with disabled veteran owned business enterprises. Contractor shall cooperate in reporting to the State any arrangement with disabled veteran owned business enterprises. For the purposes of this bid, a 3% to 5% incentive is offered.

Search for DVBE SB/MB: <https://www.caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

**E-PROCUREMENT: CaleProcure and Planetbids.com** - The University advises that prospective Contractors periodically check the CaleProcure website for University Public advertisements as part of the California State Contracts Register (CSCR) for information on how to obtain bid documents and the University can be found under department 6790 – CSU, San Diego.

The University advises that prospective Contractors periodically check the <https://www.planetbids.com/portal/portal.cfm?CompanyID=25796> website for modifications to RFP documents. The University is not responsible for a prospective Contractor's misunderstanding of the RFP

## SUPPLEMENTAL SOLICITATION PROVISIONS

solicitation or nonresponsive proposal due to failure to check the website for updates or amendments to RFP documents, and/or other information regarding the RFP solicitation. Failure to periodically check this website will be at the Contractor's sole risk.

Web address for:

CSCR/CaleProcure <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>  
Planetbids <https://www.planetbids.com/portal/portal.cfm?CompanyID=25796>

**ESCALATION/PRICE.** The fees and or rates quoted shall remain the same for the initial term of the agreement.

**KEY CONTROL POLICY** Contractor shall comply with the key control policy issued by SDSU's Department of Public Safety. It is the contractor's responsibility to obtain a copy of this policy. Contractor must notify the Department of Public Safety within twenty four (24) hours of the discovery of lost or stolen keys. In the event of loss, contractor shall be held liable for the total cost of labor and materials to re-key the entire area accessible with the lost keys. Unauthorized duplication or use of key to a public building is a punishable offense under California Statutes.

**LATE BID RESPONSES** Any proposal response received after the scheduled closing time for receipt of proposal responses will not be accepted. SDSU assumes no responsibility for delay in delivery of proposal responses by the United States Post Office or delivery to any location on campus other than the Contract and Procurement Management Office. If submission is a factor, SDSU encourages hand delivery or Federal Express delivery of your proposal response package directly to the Contract and Procurement Management Office, Administration Building, Room 116.

**PARKING ON CAMPUS** Contractor shall observe campus parking rules and regulations at all times. No properly issued citation will be waived. It will be the responsibility of the contractor to obtain and provide necessary parking permits to personnel requiring access. University employees pay for parking; permits required by contractor or contractor employees must be paid for by the contractor and/or contractor's employees. Contact the Department of Public Safety, 619-594-6671, for information. The vehicle laws of the State of California, the ordinances of the City of San Diego, and the parking and traffic regulations of San Diego State University are in effect on University controlled property twenty four (24) hours a day.

**PAYMENT** Payment shall be made monthly in arrears in accordance with the fees established and agreed upon in the proposal response. Upon receipt by the University Accounts Payable Department of itemized invoices approved by an authorized Department representative the University will process claims for payment of approved invoices in arrears in accordance with State fiscal procedures and the terms of this Agreement.

**PROPOSALS BECOME THE PROPERTY OF SDSU** Proposals become the property of the University and information contained therein shall become public property subject to disclosure laws. The University reserves the right to make use of any information or ideas contained in the proposal.

**REFERENCES** The University may make such investigations as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the University all such information and data for this purpose as requested by the University. The University reserves the right to reject any bid if the evidence submitted by, or investigation of, such proposer fails to satisfy the University that such proposer is properly qualified to carry out the obligations of the contract and complete the work. The decision of the University is final.

**RIGHT TO REJECT** The University may make investigations as deemed necessary to determine the ability of the contractor to perform the work, and the proposer shall furnish to the University all such information and data for this purpose as requested by the University. The University reserves the right to reject any proposal if the evidence submitted, or investigations of, such proposer fails to satisfy the



## SUPPLEMENTAL SOLICITATION PROVISIONS

University that such proposer is properly qualified to carry out the obligations of the contract and complete the work specified.

It is the policy of SDSU not to solicit Request for Proposals (RFP) unless there is a bonafide intention to award a contract. However, without limitations by the foregoing explanation, the University does reserve the right to reject any and all RFP's and to waive any irregularities.

**SAMPLE FORMS** Attached, Exhibits E and F, is a sample of the State of California's Standard Agreement with General Provisions for Service Acquisitions that will be signed by the successful proposer and San Diego State University and other State officials, as required. By signing the Proposal Certification (Exhibit C) of this RFP, the proposer agrees to abide by all terms and conditions stated therein.

**SMALL BUSINESS PREFERENCE** If proposer is a CERTIFIED Small Business in the State of California, please complete the Small Business Preference and Certification Request (Exhibit D). Failure to attach the Exhibit as well as to check the box will prohibit the 5 percent preference allowance from being applied to this bid.

**SUBCONTRACTS** The University does not designate individuals or companies with whom the successful Proposer must work; the successful Proposer is solely responsible for soliciting individuals or companies with whom they wish to do business in order to complete the project.

Contractor shall have the responsibility for total management of the agreement awarded to the contractor. The agreement shall not be assigned. Contractor shall not subcontract the performance of any part of the agreement without the prior written approval of each subcontractor by the University, which approval the University may refuse at its discretion and without recourse to contractor. If a subcontract is approved, contractor shall be responsible for any subcontractor activities the same as if contractor were directly furnishing the service.

**TERM OF AGREEMENT** The anticipated term of this Agreement shall be for a period of three (3) years, September 1, 2019 through October 31, 2022, or the inaugural San Diego State University Football contest whichever occurs latest.

**OPTION TO RENEW**. The State may have the option to renew the Agreement under existing terms and conditions with no increase in rates for up to three (3) consecutive twelve-month periods by mutual agreement of both parties.

**TERMINATION FOR PERFORMANCE** San Diego State University will document perceived poor performance relative to the resulting agreement. If, after discussion with appropriate contractor management, poor performance issues are not resolved to the satisfaction of the University, the agreement may be canceled.

**TRADEMARK AND LOGO** The University will review any marketing or promotional materials identifying the University, and will require that the vendor receive the Universities prior written consent before distributing said materials, or using the Universities name or marks.

**BID CERTIFICATION FORM**

**NOTE: THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR PROPOSAL**

The undersigned certifies that to the best of his/her knowledge: (check one)

( ) There is no officer or employee of San Diego State University who has, or whose relative has, a substantial interest in any agreement award subsequent to this proposal/bid.

( ) The names of any and all public officers or employees of San Diego State University who have, or whose relative has, a substantial interest in any agreement award subsequent to this proposal/bid are identified by name as part of this submittal.

In compliance with Request for Proposal No. 6842 for, Stadium Marketing Strategy and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such goods and services in accordance with the specifications and scope of work according to the proposal submitted or as mutually agreed upon by subsequent negotiation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Name of Company as Licensed

\_\_\_\_\_  
Business License No.

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Federal ID or Social Security Number

\_\_\_\_\_  
Email



### SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

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

The undersigned hereby requests preference as a "Small Business" and further certifies under penalty of perjury, that the firm still meets the requirements of Section 1896(l) Title 2, of the California Administrative Code.

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

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

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

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

#### IMPORTANT NOTICE (Read before signing)

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

Legal Name Style of Bidder(s)

SIGNATURE OF BIDDER

DATE

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

NAME OF FIRM

SUBCONTRACTOR

Is firm a listed subcontractor?  YES  NO PERCENTAGE \_\_\_\_\_%

Special attention is directed to section 1896.12 for penalties for furnishing incorrect supporting information in obtaining preference.

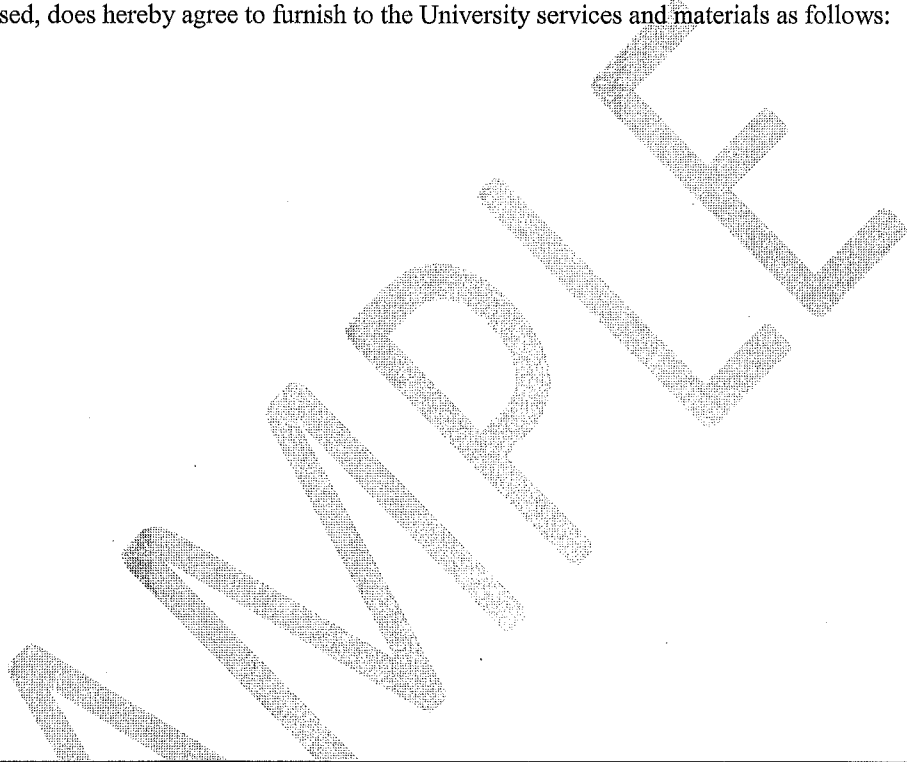
# AGREEMENT

AGREEMENT NUMBER <b>EXHIBIT E</b> <b>RFP 6842</b>	AM. NO. ---
---	----------------

THIS AGREEMENT, made and entered into \_\_\_ this day of 20\_\_\_, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called University and

CONTRACTOR'S NAME \_\_\_\_\_, hereafter called Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulation of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:



IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

UNIVERSITY		CONTRACTOR	
<i>Trustees of the California State University</i> <b>SAN DIEGO STATE UNIVERSITY</b>		<b>XXXXXX.</b>	
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
DEPT. <b>Contract and Procurement Management</b> <b>5500 Campanile Dr. San Diego CA 92182-1616</b>		ADDRESS	
Account			
AMOUNT ENCUMBERED BY THIS DOCUMENT			
\$			
TOTAL AMOUNT ENCUMBERED TO DATE			
\$			

**CSU GENERAL PROVISIONS  
FOR  
SERVICE ACQUISITIONS  
Revised 10/15/14  
EXHIBIT F**

**CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS**

Revised 10/15/14

Page 2 of 11

1. Commencement of Work.....	3
2. Contract Alterations & Integration .....	3
3. Severability.....	3
4. Independent Status.....	3
5. Governing Law .....	3
6. Contractor's Power and Authority.....	3
7. Assignments.....	3
8. Personnel .....	3
9. Waiver of Rights.....	3
10. Time.....	3
11. Entire Contract.....	3
12. Appropriation of Funds.....	3
13. Cancellation .....	4
14. Termination for Default.....	4
15. Rights and Remedies of CSU for Default.....	4
16. Warranty.....	4
17. Safety and Accident Prevention.....	4
18. Insurance Requirements.....	4
19. General Indemnity .....	6
20. Invoices.....	6
21. Document Referencing .....	6
22. Use of Data .....	6
23. Confidentiality of Data .....	6
24. Information Security Requirements .....	7
25. Patent, Copyright, and Trade Secret Indemnity.....	7
26. Rights in Work Product .....	7
27. Examination and Audit .....	8
28. Dispute.....	8
29. Conflict of Interest.....	8
30. Follow-On Contracts .....	8
31. Endorsement .....	8
32. Covenant Against Gratuities.....	9
33. Nondiscrimination .....	9
34. Compliance with NLRB Orders .....	9
35. Drug-Free Workplace Certification .....	9
36. Forced, Convict, Indentured and Child Labor .....	9
37. Recycled Content Certification.....	9
38. Child Support Compliance Act.....	10
39. Americans With Disabilities Act (ADA).....	10
40. Debarment and Suspension.....	10
41. Expatriate Corporations.....	11
42. Citizenship and Public Benefits.....	11
43. Loss Leader.....	11
44. DVBE and Small Business Participation.....	11
45. Contractor's Staff .....	11

**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

Revised 10/15/14

Page 4 of 11

### 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:



**CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS**

Revised 10/15/14

Page 5 of 11

- (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 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.

## CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

Revised 10/15/14

Page 6 of 11

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.

(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.

## CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

Revised 10/15/14

Page 7 of 11

### 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, 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

## CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

Revised 10/15/14

Page 8 of 11

("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 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 Bureau of State Audits, 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,

## CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

Revised 10/15/14

Page 9 of 11

- 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.
- (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, unappeasable 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

**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 Sweatfree 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

**CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS**

Revised 10/15/14

Page 11 of 11

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 and 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).)

**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. Contractor represents that it maintains comprehensive hiring policies and procedures which include, among other things, a background check for criminal convictions, and pre-employment drug testing, all to the extent permitted by law. Contractor shall conduct thorough background checks and obtain references for all its Representatives, Affiliates, and Subcontractors.

Any exceptions are at variance with the CSU policy and must be approved in advance according to CSU policy guidelines.

**TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY  
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT**

**I. STATEMENT OF DVBE PARTICIPATION REQUIREMENT**

California state law requires that its state agencies achieve a goal of three (3) percent participation for disabled veteran business enterprises (DVBE) in state contracts. ***SUBMIT DOCUMENTATION AT THE TIME OF BID.***

***READ THE ABOVE REFERENCED SECTIONS IN EXHIBIT B, PAGE 4 SECTION 10 CAREFULLY.***

***FAILURE TO COMPLY WITH THE DVBE REQUIREMENT MAY CAUSE YOUR BID TO BE DEEMED NONRESPONSIVE AND YOUR FIRM INELIGIBLE FOR AWARD OF THIS CONTRACT.***

**II. SATISFACTION OF THE DVBE PARTICIPATION REQUIREMENT**

**A. DVBE PARTICIPATION ATTAINMENT**

In order to satisfy and be responsive to this requirement, the bidder must meet the DVBE Participation Requirement as follows:

The three (3) percent Disabled Veteran Business Enterprise (DVBE) Participation Requirement is attained when:

- (1) The Bidder is not a DVBE and is committed to use DVBE subcontractors for not less than three (3) percent of the Contract dollar amount (including alternatives); or
- (2) The Bidder is a DVBE and is committed to performing not less than three (3) percent of the Contract dollar amount (including alternatives) with its own forces or in combination with those of other DVBEs.

**III. DVBE PARTICIPATION REQUIREMENT DOCUMENTATION**

**A. GENERAL**

The bidder must document its satisfaction of the DVBE participation requirement. Final determination of DVBE Participation by the Bidder shall be at the Trustees' sole discretion.

**B. REQUIRED DOCUMENTATION**

The DVBE documentation forms that must be completed are as follows and instructions for completing the required forms correctly are included to assist the bidder.

(1) **DVBE Transmittal Form**

Bidders must fill out the DVBE transmittal form as a cover sheet to the required documents, attach and submit it and the additional required documentation. All requested DVBE documentation must be completed on the forms provided and submitted with the DVBE Transmittal Form.

(2) **Summary of Disabled Veteran Owned Business Participation (Attachment 1)**

Attachment 1, Summary of Disabled Veteran Owned Business Participation, must be completed showing the type of work and company proposed for DVBE participation, their subcontractors (if any) and other related information. Complete the form providing the information as follows:

(a) **Company Name** - list the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, its name must also be listed to receive participation credit.

(b) **Nature of Work** - identify the proposed work or service to be provided by the listed company. Work shall have a commercially useful function.

(c) **Contracting With** - list the name of the department or company with which the company listed is contracting.

(d) **TIER** - the contracting tier should be indicated with the following level designations:

- 0 = Prime Contractor;
- 1 = First tier primary subcontractor/supplier;
- 2 = Second tier subcontractor/supplier of first tier subcontractor/supplier;
- 3 = Third tier subcontractor/supplier of second tier subcontractor/supplier, etc.



(e) **Claimed DVBE Value** - the total dollar amount of the value claimed by a disabled veteran business enterprise.

(f) **Percentage of Contract** - compute the percentage (%) the claimed DVBE value is of the total contract dollar amount.

(g) **DVBE Certification** - The bidder must include the certification number from the Office of Small Business Services and DVBE Services Certification Programs for each DVBE firm listed on the Summary of Disabled Veteran Owned Business Participation.

(3) **Bidder's Certification (Attachment 2)**

The bidder must sign and include the **Bidder's Certification**, certifying that each firm listed on the Summary of Disabled Veteran Owned Business Participation (Attachment 1) complies with the legal definition of DVBE.

(4) **Disabled Veteran Business Enterprise Declarations (STD. 843).**

The disabled veteran owner(s) and disabled veteran manager(s) of the DVBE must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment.

**C. TIME FRAME FOR SUBMITTING DOCUMENTATION**

The DVBE participation documentation must be submitted at the time for receipt of bids. Failure to submit full and accurate documentation within the specified or designated time frame will result in the Trustees deeming your bid nonresponsive, and thus ineligible for award of the Contract.

**IV. USE OF PROPOSED DVBE**

If awarded the Contract, the successful Bidder must use the DVBE suppliers and/or subcontractors proposed in its bid proposal unless it has requested substitution and has received approval of the Trustees in compliance with the Subletting and Subcontracting Fair Practices Act. See Article 4.04, Substitution of Subcontractors.

**Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the Trustees under the default section of the contract.**

**V. CONTRACT AUDITS**

Contractor agrees that the Trustees or its delegate will have the right to obtain, review and copy all records pertaining to performance of the contract, including but not limited to reports of payments made to subcontractors during the term of a contract. Contractor agrees to provide the Trustees or its delegate with any relevant information requested and shall permit the Trustees or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

VI. **CALIFORNIA DEPARTMENT OF GENERAL SERVICES**

**Office of Small Business and DVBE Services (OSDS)**

Certifies small businesses and DVBE's, provides business information to further participation in state contracting opportunities, and publishes a listing of certified DVBE's.

Physical Location  
 P.O. Box 989052  
 West Sacramento, CA 95798-9052

Mailing Address  
 707 Third Street, 1st Floor, Room 400  
 West Sacramento CA 95605

Receptionist: (916) 375-4940  
 Procurement Division Central Receptionist: (800) 559-5529  
 FAX #: (916) 375-4950  
 Email: osdchelp@dgs.ca.gov

Certified DVBE listing Internet address: <http://www.pd.dgs.ca.gov/>

VII. **DVBE INCENTIVE PROGRAM**

In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees are granting a bid incentive for bid evaluation purposes only to Bidders that exceed the three percent DVBE participation requirement. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. The bid incentives are as follows:

DVBE Participation	Incentive
Minimum 3.0%	None
Greater than 3% but less than 10%	3%
10% or greater	5%

**A combination of Small/Micro Business preference with DVBE incentive cannot exceed 10% or \$100,000 whichever is less.**

- A. The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive specified in the solicitation.
- B. For award based on low price, the incentive is applied by reducing the bid price by the amount of incentive as computed **from the lowest responsive and responsible bid price**. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business.



## DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT

### DVBE TRANSMITTAL FORM

The DVBE Transmittal Form is to be attached and used as a cover sheet for the required DVBE documentation that must be submitted at the time of the bid opening. (Instructions for completing this requirement are included in this exhibit on pages 1-3 and in the General Provisions, Section 2.11)

Campus: \_\_\_\_\_

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

Project Number: \_\_\_\_\_

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

Name of Contractor Submitting Bid: \_\_\_\_\_

Please check off the following to insure you have included them in your documentation:

\_\_\_\_\_ Attachment 1: Summary of DVBE Participation

\_\_\_\_\_ Attachment 2: Bidder's Certification of DVBE Status of Subcontractors and Suppliers

\_\_\_\_\_ Disabled Veteran Business Enterprise Declarations, Form STD. 843

\_\_\_\_\_ Disabled Veteran Business Enterprise Subcontractor Activity Report (Submit this form twice 1) prior to release of retention by University, and 2) after all payments have been made)

#### OFFICIAL CSU USE ONLY

Did Contractor meet 3% DVBE requirement?  Yes  No

DVBE Bid Incentive (attach abstract of bids)

Amount of DVBE Bid Incentive granted: \_\_\_\_\_ %

Amount of DVBE Participation pledged: \_\_\_\_\_ %

Signed: \_\_\_\_\_  
DVBE Program Advocate Date

**Attachment 1**

**SUMMARY OF DISABLED VETERAN-OWNED BUSINESS PARTICIPATION**

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

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

Executed on: \_\_\_\_\_, at \_\_\_\_\_ in the state of \_\_\_\_\_.

Date

City

State

Signature of Contractor or Authorized Agent \_\_\_\_\_ Project Name \_\_\_\_\_ Project Number \_\_\_\_\_

Printed Name \_\_\_\_\_ Firm Name \_\_\_\_\_ Telephone \_\_\_\_\_

**BIDDER'S CERTIFICATION**

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

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Authorized Agent

\_\_\_\_\_

Title

**DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS**

STD. 843 (Rev. 5/2006)

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

**SECTION 1**

Name of certified DVBE: \_\_\_\_\_ DVBE Ref. Number: \_\_\_\_\_

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

Solicitation/Contract Number: \_\_\_\_\_ SCPRS Ref. Number: \_\_\_\_\_

(FOR STATE USE ONLY)

**SECTION 2**

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

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

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

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

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

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

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

Firm/Principal Phone: \_\_\_\_\_ Address: \_\_\_\_\_

**SECTION 3**

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

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

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

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

\_\_\_\_\_  
(Printed Name) (Signature) (Date Signed)

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

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

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



## Disabled Veteran Business Enterprise Subcontractor Activity Report

*(General Contractor to submit this form twice 1) prior to release of retention by CSU, and 2) after all payments have been made, per CGCs article 2.13. Add more lines to the form as required.)*

<b>Campus:</b>			
<b>Project Name:</b>			
<b>Project Number:</b>			
<b>General Contractor:</b>			
<b>Total Amt Paid to General Contractor:</b>	\$	<b>Report #1</b> <input type="checkbox"/> <i>[check if retention not yet released]</i> <b>Report #2</b> <input type="checkbox"/> <i>[check if final pmts have been made]</i>	
<b>Total Amt held in Retention by CSU:</b>	\$		
<b>Total GC Contract Amount:</b>	\$		

	\$ Amount each DVBE Received from GC	\$ Amount Owed to DVBE Sub	Final \$ Amount to be Pd DVBE Sub	Final Amt to be Pd DVBE Sub as % of GC Contract Amount
1 DVBE1	\$	\$	\$	%
address				
city, st zip				
2 DVBE2	\$	\$	\$	%
address				
city, st zip				
3 DVBE3	\$	\$	\$	%
address				
city, st zip				
4 DVBE4	\$	\$	\$	%
address				
city, st zip				
5 DVBE5	\$	\$	\$	%
address				
city, st zip				
<b>TOTAL DVBE PARTICIPATION</b>				
	\$	\$	\$	%

**Certification**

*The submitter of the foregoing statements has read the same, and that they are true to the best of the his/her knowledge. The statements are for the purpose of verifying the DVBE participation for this Contract. By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Note: a person or entity that knowingly provides false informaton shall be subject to a civil penalty for each violation in the minimum amount of two thousand five hundred dollars (\$2,500) and the maximum amount of twenty-five thousand dollars (\$25,000).*

Signature	Print Name, Title, Phone No.	Date
-----------	------------------------------	------