

CALIFORNIA STATE
POLYTECHNIC UNIVERSITY,
HUMBOLDT
Arcata, California
INVITATION FOR BID

THIS IS NOT AN ORDER. Complete & return this
Invitation for Bid by the following date and time:

3:00 P.M., Friday, May 2, 2025

Date: April 17, 2025

IFB #: **25-A-1**

Project: ANNUAL FIRE ALARM
TESTING & INSPECTION

Return To: Contracts & Procurement
#1 Harpst Street
Humboldt State University
Arcata, CA 95521-8299

If further information is needed, email Addie.Dunaway@humboldt.edu or
procure@humboldt.edu.

INDICATE IFB # AND PROJECT NAME IN EMAIL SUBJECT

Contractor to provide all labor, equipment, materials, and any other costs necessary to provide Annual Fire Testing & Inspection for California State Polytechnic University, Humboldt (Cal Poly Humboldt) for a period of one year following execution of an Agreement with the option to renew the agreement for three (3) additional one-year periods at the same prices.. All services to be provided in accordance with the provisions of the following documents, all of which by this reference are made a part of this Invitation for Bid:

- Exhibit A, Technical Specifications, consisting of two (2) pages;
- Exhibit B, CSU Terms and Conditions or Purchase, consisting of twenty-one (21) pages;
- Exhibit C, Special Conditions, consisting of two (2) pages;
- Exhibit D, Bid Proposal, consisting of three (3) pages;
- Exhibit E, Fire Alarm System Inventory, consisting of four (4) pages;
- Exhibit F, Prevailing Wage Rates, consisting of one (1) page; and
- Exhibit G, Small Business Preference, consisting of one (1) page.

Optional Pre-Bid Meeting: A Pre-Bid Meeting via Zoom meeting has been scheduled for Thursday, April 24, 2025 at 10:00 a.m. The Zoom meeting invitation is included in this IFB and will also be posted with the other IFB documents on the Contracts and Procurement website located at <https://procurement.humboldt.edu/bids/services>. Prospective bidders are encouraged to attend this PreBid Meeting. Afterwards, requests or clarifications shall be submitted in writing by email to Addie.Dunway@humboldt.edu before 3:00 p.m. Monday, April 28, 2025. Responses will be in the form of an addendum issued prior to the bid date.

Bids shall be emailed only to Addie.Dunaway@humboldt.edu prior to the specified opening time. Cal Poly Humboldt assumes no responsibility for delay in delivery of the bid.

Contractor agrees to the provisions as well as the other provisions contained in the Contract. In these General Provisions, the Trustees of the California State University are referred to as "CSU" or "University." The terms "bid" and "proposal" are synonymous, as are the terms "Contract" and "agreement." The terms "Bidder", "Proposer", and "Contractor" are also used interchangeably and each shall apply to the business entity which submits a bid/proposal or is awarded a contract. The items listed in the Special Conditions supersede those listed in the CSU General Provisions for Service Acquisitions.

Preparation of Bids and Proposals:

- (a) It shall be bidder's responsibility to examine any drawings, specifications, and instructions.

- (b) All prices and notations must be word-processed, printed in ink, or typewritten.
- (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 University 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 University may require a bidder offering a substitute to supply additional descriptive material and a sample.
- (a) 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.

Submission of Bids:

- (a) Whenever the University 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. If delivered by email, the bid number must be listed as the subject of the email, and the bidder's name and address must be listed in the body of the email.
- (b) Bids or partial bids, and modifications or corrections thereof received after the closing time specified may not be considered.

Revisions in Bid Solicitation: In the event a bidder believes that the University'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 University'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 University prior to the closing time set for bids.

Award of Contract:

- (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 University reserves the right to determine the results of the prescribed evaluation process and the awardee.
- (b) Unless the bidder specifies otherwise in the submitted bid, the University may accept any portion or group of items or services offered in the bid, or accept none of them at all.
- (c) The University reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

No bid will be entertained from a person, firm or corporation who has not been licensed in accordance with the provisions of the Business and Professions Code.

A contract will be deemed to exist when a Standard Agreement has been signed by the University and the Contractor, and approved by the Trustees of the California State University, Long Beach, California, and the State Department of General Services in Sacramento, California, if applicable.

Disabled Veteran Business Enterprises Contractual Participation Goals, Regulations and Procedures: Due to the nature of the services which are the subject of this bid, this project has been exempted from compliance with DVBE requirements.

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. To claim the small business preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of

Technical Specifications

1) General Requirements

- a) **Contractor's License:** The services requested herein shall be rendered by a contractor(s) who is/are in possession of a California Contractor's License C-10 and C-16. Said license shall remain active and in good standing with the State of California throughout the duration of this contract.
- b) **Codes & Ordinances:** All work performed under this Contract shall comply with the following codes (most current adopted version):
 - i) California Building Code, Title 24
 - ii) California Electrical Code
 - iii) California Mechanical Code
 - iv) California Plumbing Code
 - v) California Code of Regulations, Title 19 (Public Safety)
 - vi) California Code of Regulations, Title 8 (CAL/OSHA Standards)
 - vii) NFPA 72, National Fire Alarm Code
 - viii) NFPA 17 – Standard for Dry Chemical Extinguishing Systems
- c) **Materials & Workmanship:** All materials and parts are to be new and of the best quality of the kind specified for use with the University's systems. Installation of such material shall be accomplished in a neat workmanlike manner.
- d) **Protection of Property:** The Service Provider shall maintain adequate protection of the University's property from Service Provider's work efforts. Should Service Provider's efforts result in damage to University property, Service Provider shall make good any such damages, except such as may be directly caused by the University. The Service Provider shall provide all barricades required to protect those conducting the work as well as those who may encounter the work before, during and following Service Provider's efforts.
- e) **Communication & Scheduling:** Service Provider shall communicate with the University's Facilities Project Supervisor as necessary to ensure services are scheduled and conducted in a manner that minimizes disruption to the University's business. In general, testing and inspection should occur during academic breaks, weekends, or evenings. Schedules shall be approved a minimum of three weeks prior to beginning work efforts unless otherwise authorized by the Facilities Project Supervisor under the supervision of The Director of Facilities Maintenance
- f) **General Testing Protocol:** Alarms should be placed in "test" mode with annunciators silenced during testing, except as required to test the operation of the annunciators. Service Provider will be responsible for acknowledging, silencing and resetting alarms within the building. The University shall provide acknowledgment and clearing at the University Police Department central receiver.

2) Fire Alarm System Testing & Inspection

- a) **General Scope Description:** Service Provider shall test and inspect fire alarm system components within all buildings included on the Fire Alarm & Sprinkler System Inventory by Building (Exhibit E). Buildings included in this Contract are located on the main campus and at satellite facilities of the University.
- b) **Testing & Inspection Frequency:** Service Provider shall perform one test per year on each automatic initiating device (heat, smoke, duct smoke, manual pull stations and beam/optical smoke detectors & sensors, etc.) and one functional test on each notification appliance (horn, strobe, etc.) excluding a decibel level test. Testing shall also include one test per year on each fire protection/sprinkler system initiating device connected to and supervised by the fire alarm system; such tests shall be conducted electrically. The Service Provider shall provide semi annual testing of all fire alarm panel and power supply batteries. Install an inspection sticker with date and type of inspection. All testing shall be

completed in accordance with the most recent edition of NFPA 72 – National Fire Alarm Code.

- c) **Reports:** Service Provider shall furnish one electronic copy of a report certifying all tests have been completed and document any deficiencies found which may require corrective action. Each building shall have a separate report. The report shall list each device or alarm component that was tested as well as specific deficiencies found, if any.

3) **Smoke Detector Cleaning**

- a) **General Scope Description:** Service Provider shall appropriately clean all smoke detectors within all buildings included on the Fire Alarm & Sprinkler System Inventory by Building (Exhibit B). Cleaning shall be conducted during those periods in which each device is tested/inspected.
- b) **Cleaning Frequency & Methods:** Each smoke detector, including duct type smoke detectors, shall be cleaned annually. The method of cleaning shall be in accordance with the manufacturer's recommendations and any special instructions.

4) **Special Hazard Extinguishing Systems (Dry Chemical, CO2) Testing & Inspection**

- a) **General Scope Description:** Service Provider shall test and inspect the Special Hazard Extinguishing System(s) within all buildings included on the Fire Alarm & Sprinkler System Inventory by Building (Exhibit E). All testing shall be completed in accordance with the most recent edition of NFPA 17 – Standard for Dry Chemical Extinguishing Systems. Access to these rooms will be provided by University Staff
- b) **Testing & Inspection Frequency:** Service Provider shall perform two tests per year on all special conditions extinguishing systems(s). During each of these inspections, the following steps will be performed unless otherwise noted:
 - i) Inspect system to determine whether it is in service and in satisfactory condition, in accordance with NFPA standards.
 - ii) Inspect site conditions, and identify any issues that could compromise the performance of mechanical and/or electronic components of the system
 - iii) Inspect discharge devices for adequate condition and clearance to allow for proper distribution and activation. Test all manual pull stations, smoke, heat or detectors and fusible links as applicable.
 - iv) Inspect each release control device for proper position, general condition, accessibility and appropriate signage.
 - v) Inspect each special hazard system, and conduct required tests
 - vi) Inspect general condition of visible and accessible piping, hoses, hangers, drain valves, gauges and related equipment.
 - vii) Inspect cylinders, straps and outlet fittings connected to the discharge manifold for tightness and bracing.
 - viii) Inspect agent storage devices for the proper quantity of extinguishing agent, check storage pressure, and record the last hydro-test date for agent cylinders and hoses.
 - ix) Install inspection sticker with date and type of inspection

CALIFORNIA STATE UNIVERSITY TERMS AND CONDITIONS OF PURCHASE

1. Contract

These California State University Terms and Conditions of Purchase ("Terms and Conditions") are made part of that certain Contract for Purchase of Goods, Software, or Services with the contract number written above ("Contract"), made by and between the contractor named in such Contract ("Contractor") and The Trustees of the California State University ("CSU" or "University"). CSU and Contractor are individually referred to herein as a "Party", and together referred to as the "Parties". Terms that are Capitalized in these Terms and Conditions shall have the same meaning as those terms are defined in the Contract. If no contract number is written above, the equipment, material, or supplies ("Goods"), software, software as a service, platform as a service, or online subscriptions ("Software") or services ("Services") furnished by Contractor, and covered by a CSU Purchase Order or other agreement, are governed by these Terms and Conditions, which shall take precedence over any other terms and conditions.

Written acceptance or shipment of all or any portion of the Goods or Software, or the performance of all or any portion of the Services, will constitute Contractor's unqualified acceptance of the Terms and Conditions. Unless otherwise agreed in writing, the terms of any proposal referred to in the Contract are included and made a part of the Contract only to the extent the proposal specifies the Goods, Software, or Services ordered, the price, and the terms of delivery, and then only to the extent that those terms are consistent with the terms and conditions of the Contract.

2. General

2.1 Commencement of Work

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

2.2 Entire Contract

This Contract, together with its riders, attachments, and exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective rights and obligations of each Party. All prior agreements, representations, inducements, and negotiations, and any and all existing contracts previously executed between the parties with respect to this subject matter, are superseded hereby. This Contract also supersedes all click-through, click-wrap, shrink-wrap, Terms of Use, Terms of Service, or other End User License Agreements, all of which are null and void. CSU rejects any different or additional terms without prior written consent from an authorized CSU officer or employee.

2.3 No Oral Modifications or Understandings

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

2.4 Severability

Contractor and CSU agree that the terms of this Contract are severable. If any provision of this Contract is found to be illegal or unenforceable, such provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Any Party having knowledge of such provision shall promptly inform the other of the

presumed non-enforceability of such provision. Should such 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 the Parties, to the maximum extent reasonable.

2.5 Governing Law and Choice of Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California. Any action brought by any Party hereto shall be brought in a court of competent jurisdiction within the State of California.

2.6 Independent Status

Contractor and its employees, 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 Workers Compensation Insurance, in no event shall Contractor or its employees, agents, or subcontractors be entitled to unemployment or workers' compensation benefits from CSU.

2.7 Personnel

Contractor maintains the sole right to determine the assignment of its employees 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. If services are provided under this Contract, Contractor warrants that its staff, which is assigned to performing work under this Contract, is legally able to perform such duties in the country where the work is being performed.

2.8 Assignments

Neither Party shall assign this Contract, in whole or in part, without the other Party's written consent, which shall not be unreasonably withheld.

2.9 No Waiver of Rights

Any action or inaction by a Party or the failure of a Party on any occasion to enforce any right or provision of this Contract shall not be deemed a waiver by such Party of its rights hereunder, and shall not prevent such Party from enforcing such provision or right on any future occasion. A Party'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.

2.10 Time

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

2.11 Material Change of Circumstances

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

2.12 Prevailing Wage

In the event that prevailing wage requirements apply to the Contracted Work, Contractor shall pay employees the current prevailing rate wages for any work performed under this Contract in accordance with California Labor Code section 1720.

2.13 Contractor's Power and Authority

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

2.14 Sovereign Immunity

Notwithstanding anything herein to the contrary, nothing in this Contract shall be deemed a waiver of sovereign immunity of the State of California or of CSU.

2.15 Headings

Headings in this document are for convenience of reference only, and shall not be used in the interpretation of this Contract.

3. Termination and Remedies

3.1 Termination for Convenience

CSU may terminate this Contract at any time for any or no reason and without future financial obligation upon thirty (30) days written notice to Contractor. Upon notice of termination pursuant to this section, if directed by CSU Contractor shall immediately stop all work and cause its suppliers and/or subcontractors to immediately cease their work related to this Contract. Contractor shall be paid for Contracted Work performed in accordance with the Contract, prior to the notice of termination or such date that CSU has directed to stop work. In no event shall Contractor be paid for costs incurred or Services performed after receipt of notice of termination, or, if later, the date Contractor is directed to stop work.

3.2 Termination for Default

CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor if Contractor fails to comply with any material term or condition of the Contract. Late performance, or delivery of Contracted Work that is defective or does not conform to the requirements of the Contract, shall, without limitation, be causes allowing CSU to terminate for default. In the event of such termination, CSU may proceed with the Contracted Work in any manner deemed proper by CSU. The cost to CSU of procuring substitute goods, services, or software shall be deducted from any sum due to the Contractor under the Contract for Contractor's prior satisfactory performance.

3.3 CSU's Rights and Remedies for Contractor's Default

- (a) **Defective Contracted Work.** In the event any Contracted Work provided by Contractor in the performance of this Contract fails to conform to the requirements herein, CSU may reject the same. It shall thereupon become Contractor's duty forthwith to reclaim and remove all nonconforming deliverables and correct the performance of Services at no expense to CSU, and to immediately replace all such rejected items and/or work with others conforming to the requirements of this Contract. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services, and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor; or, if applicable, CSU shall have the right to complete all or any part of the Statement of Work, and charge its expense of completing the service/work to Contractor and to deduct from any moneys due or that may thereafter become due to Contractor the difference between the price named in the Contract and the actual cost to CSU.
- (b) **Late Delivery.** In the event Contractor fails to make prompt delivery of any Good, Software, or Service as specified in this Contract, CSU shall have the same rights, but not obligations, as set forth in subsection (a) above to purchase replacement items or services in the open market and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- (c) **Termination for Default.** In the event that 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 that CSU may have available to it, for any loss or damage sustained and cost incurred by CSU in procuring any

items or services that Contractor agreed to supply.

- (d) **Rights and Remedies Not Exclusive.** CSU's rights and remedies provided in this section shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or this Contract.

3.4 Dispute

Any dispute arising under or resulting from this Contract that is not resolved within sixty (60) days 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.

3.5 Force Majeure

- (a) **Liability.** Neither Party shall be liable for any failure to perform its obligations under this Contract for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemic or pandemic, quarantines, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a "Force Majeure Event."). For the avoidance of doubt, Force Majeure shall not include (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
- (b) **Notice.** The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party's performance under this Contract, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Contract.
- (c) **Force Majeure Remedies.** Notwithstanding any other term in this Contract, including, but not limited to, the foregoing subsections of this term, during the period of a Force Majeure Event affecting performance by Contractor, in addition to any other remedies permitted by law or this Contract, CSU may elect to do all or any of the following:
- (1) suspend the Contract between CSU and Contractor for the duration of the Force Majeure Event and be relieved of any payment obligation for Contracted Work not delivered or accepted due to the Force Majeure Event;
 - (1) obtain elsewhere the Contracted Work not delivered or accepted due to the Force Majeure Event;
 - (2) extend the time for Contractor's performance by a period equal to the duration of the Force Majeure Event; or
 - (3) terminate the Contract between CSU and Contractor as to any Contracted Work not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.

4. Indemnity

4.1 General Indemnity

Contractor shall indemnify, defend, and hold harmless the State of California, 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.

4.2 Patent, Copyright, and Trade Secret Indemnity

- (a) **Indemnification.** Contractor shall indemnify, defend, and hold harmless the State of California, CSU, and their respective officers, agents, and employees (collectively referred to as Indemnitees), 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 Indemnitees, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third-Party Obligation") and will cooperate in enforcing them; provided that if the third-party manufacturer fails to honor the Third-Party Obligation, Contractor will provide Indemnitees with indemnity protection.
- (b) **Notice and Defense.** Indemnitees will notify Contractor of such claim in writing and tender their defense within a reasonable time. 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 Indemnitees' operations or liability, or when involvement of the Indemnitees is otherwise mandated by law. In such case, no settlement shall be entered into on behalf of Indemnitees without Indemnitees' written approval.
- (c) **Bond.** Contractor may be required to furnish Indemnitees a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright, and trade secret infringement.
- (d) **Substitution.** Should the Contracted Work, or the operation of the Contracted Work, become, or in Contractor's opinion be likely to become, the subject of a claim of infringement or violation of an intellectual property right, whether domestic or foreign, Indemnitees shall permit Contractor at its option and expense either to procure for Indemnitees the right to continue using the Contracted Work or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and expectations. If neither option is reasonably practicable or if the use of such Contracted Work by Indemnitees shall be prevented by injunction, Contractor agrees to take back such Contracted Work and use its best effort to assist Indemnitees in procuring substitute Contracted Work at Contractor's cost and expense. If, in the sole opinion of Indemnitees, the return of such infringing Contracted Work makes the retention of other deliverables or software acquired from Contractor under this Contract impracticable, Indemnitees shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Contracted Work and refund any sums Indemnitees paid Contractor less any reasonable amount for use or damage.
- (e) **Controls.** 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.

5. Warranty

5.1 Free from Defect

Contractor warrants that (i) the Contracted Work furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in any specific Statement of Work between Contractor and CSU), and (ii) the Contracted Work will be free from fault and defects in design, materials, and workmanship. Where the Parties have agreed to design specifications in a Statement of Work, if any, directly or by reference, Contractor warrants the Contracted Work shall provide all functionality required thereby, and Contracted Work shall be new and of industry standard quality in the trade and in accordance with the approved and agreed-to design and specifications. CSU's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

5.2 Permits

Contractor warrants that it will procure all permits, licenses, and authorizations necessary to properly perform its obligations under this Contract in accordance with all applicable laws, regulations and ordinances.

5.3 Software

In addition to the other warranties set forth herein, where the Contract calls for delivery of commercial software, Contractor warrants that such software shall perform in accordance with its license and accompanying documentation. Contractor further warrants that, at the time of delivery, any deliverables consisting of software (i) shall be free of harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software); and (ii) shall not infringe or violate any third-party's intellectual property right. Without limiting the generality of the foregoing, if CSU believes harmful code may be present in any commercial software delivered by Contractor, Contractor shall, upon CSU's request, provide a master copy of the software for comparison and correction.

5.4 Warranty Pass-Through

Unless otherwise specified in the Statement of Work, where Contractor resells hardware or software it purchased from a third party and such third party offers additional or more advantageous warranties than those set forth herein, Contractor shall pass through any such warranties to CSU and shall cooperate in enforcing them. Such warranty pass-through shall be supplemental to, and shall not relieve Contractor from, Contractor's warranty obligations set forth above.

5.5 Inure to CSU

All warranties, including special warranties specified elsewhere herein, shall inure to CSU, its successors, assigns, CSU agencies, and other governmental users of the deliverables or services.

6. Operational

6.1 Safety and Accident Prevention

In the event this Contract requires Contractor to perform work on premises owned or controlled by CSU ("CSU Premises"), Contractor shall conform to all specific safety requirements contained in this Contract and/or as required by law, regulation, or CSU policies, plans, and procedures, including, but not limited to, the campus Workplace Violence Prevention Plan applicable to the CSU Premises at which work is performed. Contractor shall take all additional precautions as 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.

6.2 Protection/Restoration of Facilities

If the Contract involves performing work on CSU's Premises, Contractor shall properly and adequately protect from damage all of CSU's property, including, but not limited to, land, structures, equipment, and utilities while providing goods or services on CSU's premises. Contractor shall comply with all facility, safety and security rules and regulations, and other instructions of CSU, when performing work at CSU's Premises, and shall conduct its work at CSU's Premises in such a manner as to avoid endangering the safety, or interfering with the convenience of, CSU employees, students, or members of the public. If any of CSU's property is damaged, altered or disturbed in any way during the performance of this Contract, whether by Contractor, sub-Contractor, or anyone acting on behalf of Contractor, Contractor shall promptly restore CSU's property to the condition it was in immediately before the damage or alteration at Contractor's sole cost and expense. If Contractor is unable or unwilling to restore CSU's property, CSU may restore such property at Contractor's sole cost and expense, and CSU shall be entitled to promptly recover from Contractor the cost and expense of such restoration.

6.3 Cleaning and Removal of Debris/Salvage

If the Contract involves performing work on CSU's Premises, Contractor shall remove at the end of each workday all dirt, debris, waste, rubbish, equipment, and obstacles to CSU pedestrian or vehicular traffic, as directed by CSU. Contractor shall thoroughly clean (vacuum, wet mop, etc.) any dust, soot or similar construction generated materials and contaminants at the end of each workday. Contractor shall not allow debris, waste, or unused construction material to accumulate under, in, or about the work site, nor shall such materials be used in backfilling. Contractor shall not ask any employee, volunteer, or CSU student for assistance in work or use of equipment, tools, or supplies. Upon completion of work, Contractor shall thoroughly clean the work area, including all fixtures, equipment, floors, and hardware, and shall remove all plaster spots, stains, paint spots, and accumulated dust and dirt. This shall include thorough cleaning of all roofs, sidewalks, or other surfaces where debris may have collected. Additionally, Contractor shall remove all scaffolding, planking, surplus materials, temporary structures, waste materials and rubbish around the equipment or upon the site and dispose of any such items in safe and legal fashion. Absolutely no materials shall be left on CSU's Premises. All salvage items removed in connection with any work remain the property of CSU and shall be deliverable to the location designated by the authorized representative of CSU.

6.4 Invoices

- (a) **Submission.** Contractor shall submit invoices to CSU for payment of goods and/or services rendered under this Contract. Such invoices shall be submitted in arrears to the address provided in the Contract. In the event that the Contracted Work is of a continuing nature, such invoices shall be submitted in arrears upon completion of each phase. Each invoice must contain the Contract number and Contractor's Identification number. The final invoice shall be marked as such.
- (b) **Payment.** Unless otherwise specified, CSU shall pay properly submitted invoices not more than 45 days after the latest of:
 - (1) CSU's acceptance of goods conforming to the Contract;
 - (2) Contractor's satisfactory completion of services conforming to the Contract; or
 - (3) CSU's receipt of an undisputed invoice.
- (c) **Late Payment.** Late payment penalties shall not apply to this Contract.
- (d) **Full Compensation.** 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 of this Contract, including travel and travel-related expenses, unless otherwise expressly so provided. Any of Contractor's travel or travel-related expenses that CSU agrees to reimburse shall be reimbursed only in accordance with CSU policy.

6.5 Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, and other documentation exchanged pursuant to the Contract shall contain the Contract number. If factory shipment, the factory must be advised by Contractor 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.

6.6 Packing and Shipment of Goods

- (a) **Containers.** Should Goods be provided under this Contract, all Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - (1) Show the number of the container and the total number of containers in the shipment; and
 - (2) The number of the container in which the packing sheet has been enclosed.
- (b) **Packing Sheets.** All shipments of Goods by Contractor or its subcontractors must include packing sheets identifying: the contract number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.

6.7 Delivery

Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, CSU shall not be required to make any payment for the excess deliverables and may return them to Contractor at Contractor's expense or utilize any other rights available to CSU at law or in equity.

6.8 Substitutions

Contractor may not tender substitute items for any Goods or Software to be provided under this Contract without advance written consent of CSU. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of CSU.

6.9 Inspection, Acceptance and Rejection

Unless otherwise specified in a Statement of Work, all Contracted Work may be subject to inspection and test by CSU. CSU shall not be deemed to have accepted Contracted Work until it has had a reasonable period to inspect it following delivery or completion of performance. Contractor shall be liable to correct all deficiencies at its own expense. Notwithstanding any prior payment or inspection, CSU will also have the right to reject Contracted Work as though it had not been accepted after any latent defect has become apparent.

6.10 Taxes, Delivery, and Permits

- (a) **Taxes.** Contractor certifies that it shall comply with all California Sale and Use Tax requirements. Articles sold to CSU may be exempt from certain Federal Excise Taxes. CSU will furnish an exemption certificate on request.
- (b) **FOB.** Unless otherwise specified, FOB shall be destination.
- (c) **Charges.** Prices quoted shall include all required and applicable taxes, and applicable delivery or freight charges, insurance, license fees, permits, and costs of bonds. If Contract includes a charge for freight, Contractor shall provide supporting documentation for any charge over \$50. If Contract includes a charge for handling, it must be itemized separately from any charge for shipping.
- (d) **Prohibited Charges.** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other related purpose will be paid by CSU unless expressly included and itemized in the Contract.
- (e) **Permits.** Contractor certifies that it will immediately advise CSU of any change in its retail seller's permit

or certification of registration or applicable affiliate's seller's permit or certificate of registration.

6.11 Electronic Software Tax Liability

If Software is provided under the terms of this Contract, Contractor agrees to deliver Software solely in an intangible form and via electronic means. Contractor shall be responsible for ensuring that the Software is not delivered to CSU in tangible form and shall defend and indemnify CSU for any and all tax liability resulting from Contractor's failure to deliver Software as required by this Contract.

6.12 Rights in Contracted Work

- (a) **Work Made for Hire.** Unless CSU indicates that the Contracted Work does not involve work made for hire, Contractor acknowledges and agrees that 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 the exclusive property of CSU. The Work Product shall be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Work Product including, but not limited to, any and all copyrights or trademarks, will be owned by CSU. In the event that it is determined that CSU is not the owner of such Work Product under the "work made for hire" doctrine of U.S. copyright law, Contractor hereby irrevocably assigns to CSU all right, title, and interest to and in such Work Product and any copyrights or trademarks thereto.
- (b) **Noninfringement.** Contractor warrants that it has the complete right and title to sell, license, or convey all parts of the Contracted Work, and has obtained any and all necessary permissions from third parties to sell, license, or convey the Contracted Work, and that use of the Contracted Work shall not infringe the intellectual property or any other property rights of any third party. Contractor shall indemnify and hold CSU and authorized users of the Contracted Work harmless for any losses, claims, damages, awards, penalties, or injuries incurred which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Contracted Work by CSU or any authorized user in accordance with the terms of this Contract.

6.13 Use of Name or Marks, and Endorsement

Neither Party shall use the other Party's name, trade names, trademarks, service marks, logos, or domain names without the prior written agreement of the other Party. Nothing contained in this Contract shall be construed as conferring on any Party any right to use the other Party's name or mark as an endorsement of any product or 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 the endorsement of any commercial product or service by CSU.

7. Insurance

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

7.1 Policies and Coverage

- (a) **Required.** Contractor shall obtain and maintain the following policies and coverage:
 - (1) Comprehensive or Commercial General Liability Insurance, on an occurrence basis, covering Contracted 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. CSU may require the aggregate limit to apply specifically to the Contracted Work in certain circumstances, and will notify Contractor of this requirement.

- (2) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.
 - (3) Worker's Compensation, including Employers Liability Insurance as required by law.
- (b) **Additional.** Contractor shall also be required to obtain and maintain the following policies and coverage to the extent indicated below:
- (1) Environmental Impairment Liability or Pollution Liability Insurance in the event that the Contracted Work involves hazardous materials which could result in any loss, cost or expense arising out of any requirement to clean up, remove, contain, treat, detoxify or in any way respond to pollutants or injury or damage resulting therefrom. This includes, but is not limited to, Contracted Work involving asbestos, lead, fuel storage or pipes, sewage, industrial waste, and hazardous chemicals (such as pesticides, carcinogens, trichloroethylene (TCE), or polychlorinated biphenyls (PCBs).
 - (2) Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability Insurance in the event that the Contracted Work involves access to or storage of Protected Data. For purposes of this Contract, "Protected Data" has the same meaning as defined in the [CSU Information Security Policy and Standards, section VI](#) (which, for clarification, includes both "Level 1 - Confidential" data and "[Level 2 - Internal Use](#)" data). Such insurance shall cover liabilities for financial loss, damages, and/or costs incurred as a result of any confirmed or suspected data security breach or loss of Protected Data (including personally identifiable information) due to the acts, omissions, and/or intentional misconduct of Contractor, its officers, employees, agents, sub-contractors, or anyone acting on behalf of Contractor in connection with the performance of this Contract. Such coverage shall include without limitation, all of the following:
 - (A) Costs to notify persons whose data were lost or compromised
 - (B) Costs to provide credit monitoring and credit restoration services to persons whose data were lost or compromised
 - (C) Costs associated with third party claims arising from a confirmed or suspected data security breach or loss of CSU confidential data, including litigation costs and settlement costs
 - (D) Any investigation, enforcement, fines and penalties, or similar miscellaneous costs arising from a confirmed or suspected data security breach or loss of CSU confidential data
 - (E) Any payment made to a third party as a result of extortion related to a confirmed or suspected data security breach or loss of CSU confidential data
 - (3) Professional Liability Insurance if the Contracted Work involves professional services involving specialized skill or training, including but not limited to:
 - (A) preparation of any map, shop drawing, opinion, report, survey, field order, change order, design, drawing, specification, recommendation, warning, permit application, payment request, manual or inspection;
 - (B) supervision, inspection, quality control, architectural, engineering or surveying activity or service;
 - (C) job site safety;
 - (D) construction contracting, construction administration, or construction management;
 - (E) computer consulting or design, software development or programming service;
 - (F) selection of a contractor or subcontractor;
 - (G) real estate, legal, medical, employment, investment, or management services;
 - (H) monitoring, testing, or sampling services; or

- (l) if otherwise directed by CSU in writing.
- (4) Other insurance as agreed upon by CSU and Contractor.
- (c) **Verification of Coverage.** Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to CSU as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by Contractor for all coverage until the Contracted Work is accepted as complete. CSU reserves the right to require Contractor to furnish CSU complete, certified copies of all required insurance policies.
- (d) **Required Provisions.** Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Contract. The insurance policies shall contain, or be endorsed to contain, the following provisions.
 - (1) The general and automobile liability policies shall name the State of California, CSU, the Trustees of the California State University, and their officers, employees, representatives, volunteers, and agents as additional insureds. Such endorsement shall be documents on an ACCORD or similar form for this purpose; a statement on the certificate itself does not satisfy this requirement.
 - (2) For any claims related to the Contracted Work, Contractor's insurance coverage shall be primary insurance as respects the State of California, CSU the Trustees of the California State University, and their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, CSU, the Trustees of the California State University, and their officers, employees, representatives, volunteers, and agents shall be in excess of 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 Contractor or the insurance carrier, except after thirty (30) days prior written notice by certified mail, return receipt requested (or other written notice with proof of receipt), has been given to CSU.
 - (4) The State of California, CSU, the Trustees of the California State University, and 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.
 - (5) Each insurance policy required by this section shall contain an endorsement providing a waiver of transfer of rights of recovery against others (waiver of subrogation) as to the State of California, CSU, the Trustees of the California State University, and their officers, employees, representatives, volunteers, and agents.

7.2 Amount of Insurance

- (a) **Minimum Coverage.** The limits stated below are minimum required amounts of insurance coverage but do not serve to limit amounts recoverable by CSU. CSU is entitled to any valid and collectible insurance and any other sources of recovery. The insurance furnished by Contractor under this Contract shall provide coverage in amounts not less than the following:
 - (1) Comprehensive or Commercial General Liability Insurance—Limits of Liability
 - (A) \$4,000,000 General Aggregate
 - (B) \$2,000,000 Each Occurrence—combined single limit for bodily injury and property damage.
 - (C) \$2,000,000 Each Person/Entity for personal liability
 - (D) \$2,000,000 for contractual liability
 - (2) Business Automobile Liability Insurance—Limits of Liability
 - (A) \$1,000,000 Each Accident—combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
 - (3) Workers' Compensation—limits as required by law with Employers Liability limits of \$1,000,000.

(b) **Hazardous Materials.** For Contracts involving hazardous materials, Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is agreed upon in writing signed by Contractor and CSU:

(1) Environmental Impairment or Pollution Liability Insurance—Limits of Liability

(A) \$10,000,000 General Aggregate

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

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

(A) MCS-90 endorsement

(B) Sudden & Accidental Pollution coverage 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.

(3) With CSU's approval, Contractor may delegate the responsibility to provide the additional coverage required under this subsection (2) to its hazardous materials subcontractor. In the event that Contractor has obtained CSU's permission to delegate such responsibility to its hazardous materials subcontractor, Contractor shall provide CSU a letter within thirty (30) days of executing this Contract stating that Contractor is requiring its hazardous materials subcontractor to provide the additional coverage required under this subsection (2), if applicable. Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall adhere to all of the requirements of this Contract. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to CSU as soon as Contractor fully executes its subcontract with the hazardous materials subcontractor, or within thirty (30) days of the Notice to Proceed, whichever is less.

(c) **Cyber.** For Contracts involving Contractor access to or storage of Protected Data, Contractor shall obtain the additional coverage in amounts not less than the following, unless a different amount is agreed upon in writing signed by Contractor and CSU:

(1) Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability Insurance – Limits of Liability

(A) \$20,000,000 General Aggregate

(B) \$20,000,000 Each Occurrence

(d) **Professional Services.** For Contracts involving professional services, Contractor shall obtain the additional coverage in amounts not less than the following, unless a different amount is agreed upon in writing signed by Contractor and CSU:

(1) Professional Liability Insurance – Limits of Liability

(A) \$5,000,000 General Aggregate

(B) \$5,000,000 Each Claim

7.3 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 CSU.

7.4 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 as relates to this

Contract. Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance has been obtained and approved by CSU. Only the Contractor and its hazardous materials subcontractor(s) are required to have the coverage for projects involving hazardous materials.

7.5 Miscellaneous

- (a) Any deductible under any policy of insurance required in this Contract shall be Contractor's liability.
- (b) Acceptance of certificates of insurance by CSU shall not limit Contractor's liability under the Contract.
- (c) In the event Contractor does not comply with these insurance requirements, CSU may, at its option, provide insurance coverage to protect CSU. The cost of the insurance shall be paid by Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
- (d) If CSU is damaged by Contractor's failure to provide or maintain the required insurance, Contractor shall pay CSU for all such damages.
- (e) Except as specifically provided for in contracts involving hazardous materials, Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.

8. University Data

8.1 California Consumer Privacy Act (CCPA)

Contractor warrants that it complies with the CCPA and other California laws regarding data privacy. For purposes of this section only, "personal information" shall have the same meaning as that term is defined in the CCPA. If Contractor meets the definition of a "Business" under the CCPA, Contractor shall comply with the following obligations:

- (a) **Personal Information.** Contractor will only collect, use, retain, or disclose personal information for the contracted business purposes.
- (b) **Use.** Contractor will not collect, use, retain, disclose, sell, or otherwise make personal information available for Contractor's own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Contractor to disclose personal information for a purpose unrelated to the contracted business purpose, the Contractor must first inform CSU of the legal requirement and give CSU an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- (c) **Purpose.** Contractor shall limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible operational purpose.
- (d) **Prompt Response.** Contractor shall promptly comply with any request or instruction from a software user or from CSU requiring the Contractor to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.
- (e) **Notice.** If the contracted business purposes require the collection of personal information from individuals on CSU's behalf, Contractor will always provide a CCPA-compliant notice addressing use and collection methods.

8.2 Permissible Use of Data

- (a) **License to Use CSU Data.** All rights, including all intellectual property rights, in and to University Data shall remain the exclusive property of CSU, and Contractor has a limited, nonexclusive license to use such data as provided in this Contract solely for the purpose of performing its obligations pursuant to the Contract, and only to the extent necessary to carry out its obligations to CSU under the terms of the Contract.
- (b) **No Pecuniary Gain.** Contractor shall not utilize any University Data for pecuniary gain not contemplated

by this Contract, regardless of whether Contractor is or is not under contract at the time such gain is realized.

- (c) **Disclosure of Data.** Contractor may disclose University Data only to the extent necessary to carry out its obligations to CSU under the terms of the Contract, and shall not share such data with or disclose it to any third party without the prior written consent of CSU, except as required by law or permitted in this Contract. Contractor may only disclose University Data to affiliates or subcontractors for the purposes set forth in this Contract and only after the affiliates or subcontractors agree in writing to be bound by the same restrictions, conditions, and requirements that apply to Contractor under this Contract.

8.3 Confidentiality of Data

- (a) **Duty of Confidentiality.** Contractor shall maintain the confidentiality and privacy of Personal Information, Protected Data, and all other information designated “confidential” by CSU, to which Contractor has access, during the Term and after termination of the Contract. For purposes of this Contract, “Personal Information” shall have the same meaning as that term is defined in the Information Practices Act (California Civil Code, § 1798 *et seq.*) (the “IPA”), and “Protected Data” shall have the same meaning as defined in the [CSU Information Security Policy and Standards, section VI](#) (which, for clarification, includes both “Level 1 - [Confidential](#)” data and “[Level 2 - Internal Use](#)” data). Collectively, Personal Information, Protected Data, and all other information designated “confidential” by CSU, and to which Contractor has access, are collectively referred to in this Contract as “University Data”. Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the IPA and in California Constitution Article 1, Section 1.
- (b) **Level of Care.** Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures shall be no less protective than Contractor uses or would use in good faith to secure its own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- (c) **Statutory Compliance.** Contractor shall comply with applicable state, Federal, and non-U.S. privacy laws, including but not limited to the Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)) (“GLBA”), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”), the IPA, the Health Insurance Portability and Accountability Act (110 Stat. 1936) (“HIPAA”), and the California Consumer Privacy Act (CA Civil Code 1798.100 *et seq.*). Contractor shall use best efforts, consistent with guidance from the Federal Trade Commission, the California Office of the Attorney General, the California Privacy Protection Agency, and other applicable guidance, to protect University Data from identity theft, fraud and unauthorized use. Contractor shall comply with all requirements governing redisclosure of education records, as that term is defined in FERPA.
- (d) **Exceptions to Confidentiality.** The obligations of confidentiality of this section shall not apply to any information that:
- (1) Contractor rightfully has in its possession when disclosed to it, free of obligation to CSU to maintain its confidentiality;
 - (2) Contractor independently develops without access to University Data;
 - (3) Is or becomes known to the public other than by breach of this Contract;
 - (4) CSU or its agent releases without restriction; or
 - (5) Contractor rightfully receives from a third party without the obligation of confidentiality.
- Any combination of University Data disclosed with information not so classified shall not be deemed to be within such exclusions because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.

- (e) **Geographical Restriction.** Any access, transmission, processing, or storage of University Data outside the United States shall require prior written authorization by CSU. This requirement is a material term of this Contract.
- (f) **Notice of Subpoenas.** Except as otherwise expressly prohibited by law, Contractor shall:
 - (1) immediately notify CSU in writing of any threatened or actual subpoenas, warrants, or other legal orders, demands or request received by Contractor seeking University Data, and
 - (2) Before making any disclosure of University Data, cooperate with CSU's requests in connection with efforts by CSU to intervene and quash or modify the legal order, demand, or request.
- (g) **Return or Destruction of Data.** Within thirty (30) days of termination or expiration of this Contract, or at any time upon the request of CSU, Contractor and its agents and subcontractors shall:
 - (1) provide CSU staff with the opportunity and ability to download /export University Data for records retention purposes;
 - (2) return or destroy all University Data received from CSU and/or any retained by any of its affiliates, agents, representatives, or subcontractors, in any form, and delete from any computer system, retaining no copies of such information; and
 - (3) Provide written certification to CSU that these actions have been completed.Contractor agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and University Data shall be purged or destroyed in accordance with NIST Guidelines for media sanitization (<https://csrc.nist.gov/>). If Contractor determines that return or destruction of University Data is not feasible, Contractor shall extend the protections of this Addendum to such information, and shall limit further uses and disclosures to those purposes that make the return or destruction of the University Data infeasible; and Contractor's obligations under this Addendum shall survive the termination of the Contract.
- (h) **Material Breach.** Contractor's failure to comply with any provision of this Section shall constitute a material breach of this Contract.

8.4 Unauthorized Disclosure of Data

- (a) **Report to CSU.** Contractor shall report, in writing, to csuciso@calstate.edu any use or disclosure of University Data not authorized by this Contract or in writing by CSU ("Security Incident"), including any reasonable belief that an unauthorized individual has accessed University Data. This report shall:
 - (1) be made not later than within twenty-four (24) hours after discovery, if information was, or is reasonably believed to have been, acquired by an unauthorized person;
 - (2) include details relating to any known or suspected security breach of Contractor's system or facilities which contain University Data, or any other breach of University Data relating to this Contract; and
 - (3) identify:
 - (A) the nature of the unauthorized use or disclosure,
 - (B) the time and date of incident,
 - (C) a description of University Data used or disclosed,
 - (D) who made the unauthorized use or received the unauthorized disclosure,
 - (E) the actions Contractor has taken or will take to mitigate any potentially harmful effect of the unauthorized use or disclosure,
 - (F) the corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and
 - (G) such other information in the written report as reasonably requested by CSU.
- (b) **Cooperation.** Contractor shall cooperate with CSU and its agents and provide reasonable information in

its possession or in the possession of any of its affiliates and subcontractors to assist CSU in meeting its obligations to investigate and respond to the Security Incident, including allowing CSU staff to access log information and other pertinent information related to any investigation related to such breach or unauthorized use or disclosure. Contractor shall cooperate with any litigation or investigation proceedings concerning University Data loss or other breach of Contractor's obligations under this Contract.

- (c) **Notice to Affected Parties.** Contractor shall fully cooperate with CSU with the preparation and transmittal of any notice, that CSU may deem appropriate or required by law, to be sent to affected parties regarding the known or suspected Security Incident. If directed 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 §§ 1798.29 and 1798.82.
- (d) **Financial Responsibility.** Contractor shall reimburse CSU in full for all costs incurred by CSU in investigation and remediation of a Security Incident, including but not limited to providing notification to individuals whose Personal Information was compromised, and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if University Data exposed during the breach could be used to commit identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the security breach. Contractor shall be financially responsible for any notice to affected parties resulting from Contractor's, its Representatives', its Affiliates', or its Subcontractors' acts or omissions with regard to the data security requirements of this Contract.
- (e) **Remedial Action.** In the event of an unauthorized disclosure of data, Contractor shall take appropriate remedial action with respect to the integrity of its security systems and processes.
- (f) **Indemnification.** In addition to any other remedies available to CSU under law or equity, Contractor shall indemnify (to the extent permitted by applicable law), reimburse, and hold CSU, its affiliates, regents, directors, officers, employees, agents and, if applicable, students (the "Indemnified Parties") harmless from and against all claims, actions, causes of action, demands, liabilities, judgments, fines, assessments, penalties, awards, or other costs and/or expenses, of any kind or nature, including without limitation, those associated with: (i) providing notice to the individuals whose personal information may be impacted by a Security Incident; (ii) providing any applicable credit monitoring that CSU may elect in its sole discretion, depending upon the severity of the incident, to provide to the affected individuals; and (iii) legal fees, audit costs, fines and other fees imposed upon any of the Indemnified Parties by regulatory agencies or contracting partners, relating to or arising out of any breach or alleged breach of this Contract by Contractor, its affiliates or subcontractors.

8.5 Artificial Intelligence.

Contractor shall disclose to CSU, on an ongoing basis, if it uses or has used AI systems, including generative artificial intelligence, in the creation or delivery of the Contracted Work. Contractor use of AI systems with University Data is not permitted except with prior written consent of CSU. "AI system" has the meaning provided in NIST AI RMF 1.0, as may be amended from time to time.

9. Statutory Requirements

9.1 Examination and Audit

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

- (a) the CSU Office of the University Auditor, or its designated agent, and by the California State Auditor, or its designated agent, for a period of three (3) years after final payment under the Contract. Such

examinations and audits shall be confined to those matters connected with the performance of the Contract, including, but not limited to, the costs of administering the Contract.

- (b) the Comptroller General of the United States or designated federal authority for a period of up to five (5) years after final payment under the contract in the event the underlying contract is paid for in whole or in part by a federal contract or grant.

9.2 Conflict of Interest

CSU requires a Statement of Economic Interests (California Form 700) to be filed by any Contractor who is involved in the making or participates in the making of decisions which may foreseeably have a material effect on any financial interest of CSU.

9.3 Appropriation of Funds

If the term of this Contract continues into fiscal years subsequent to the fiscal year in which it is approved, such continuation is subject to the appropriation of funds for such purpose by the state legislature. If funds to continue 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/or commodities to be supplied to CSU under the Contract, and to relieve CSU of any further obligation.

9.4 Follow-On Contracts

No person, firm, or subsidiary thereof who has been awarded a contract for Consulting and Direction (as defined in this section) shall be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Contractor or its affiliates provides Consulting and Direction, Contractor, and its affiliates:
 - (1) 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
 - (2) 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 includes:
 - (1) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
 - (2) development or design of test requirements;
 - (3) evaluation of test data;
 - (4) direction of or evaluation of another contractor;
 - (5) provision of formal recommendations regarding the acquisition of products or services; or
 - (6) provisions of formal recommendations regarding any of the above.
- (c) For purposes of this Section, "affiliates" means 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.
- (d) Except as prohibited by law, the restrictions of this Section will not apply:
 - (1) 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
 - (2) 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.

- (e) 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.

9.5 Covenant Against Gratuities

Contractor warrants 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.

9.6 Nondiscrimination

- (a) **Nondiscrimination.** During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) **Compliance.** Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § [11000](#) et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135- 11139.8), and the regulations or standards adopted by CSU to implement such article.
- (c) **Access.** Contractor shall permit access by representatives of the Civil Rights Department and CSU upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CSU shall require to ascertain compliance with this clause.
- (d) **Notice to labor organizations.** 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.
- (e) **Subcontracts.** Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

9.7 Compliance with NLRB Orders

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

9.8 Drug-Free Workplace Certification

Except in the case of credit card purchase of goods of \$2,500 or less, 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 all of 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:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the person's or organization's policy of maintaining a drug-free workplace;
 - (3) any available counseling, rehabilitation, and employee assistance programs; and,
 - (4) penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the proposed or resulting Contract:
 - (1) will receive a copy of Contractor's drug-free policy statement; and
 - (2) agrees to abide by the terms of Contractor's statement as a condition of employment on the Contract.

9.9 Forced, Convict, Indentured and Child Labor

By accepting a contract with CSU, Contractor:

- (a) certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at <https://www.dir.ca.gov/sweatfreecode.htm>, 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).

9.10 Recycled Content Certification

Contractor shall certify in writing the minimum, if not exact, percentage of postconsumer material, as that term is 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 Public Contract Code section 12209. With respect to printer or duplication cartridges as defined in Public Contract Code section 12156(e)(1), the certification required by this subdivision shall specify that the cartridges so comply (Public Contract Code, section 12205).

9.11 Entertainment Event Certification

In accordance with CA Labor Code section 9250 *et seq.* (2022), for any contract for the production, set up, operation, or tear down of any live event, Contractor certifies all of the following:

- (a) All of Contractor's employees and any subcontractors or subcontractors' employees involved in the setting up, operation, or tearing down of a live event at the venue have completed the Cal/OSHA-10, the OSHA-10/General Entertainment Safety training, or the OSHA-10 as applicable to their occupation.
- (b) One of the following applies for all of Contractor's employees and any subcontractors or subcontractors' employees:

- (1) Heads of departments and leads have completed the Cal/OSHA-30, the OSHA-30/General Entertainment safety training, or the OSHA-30, and are certified through the Entertainment Technician Certification Program relevant to the task or tasks they are supervising or performing, or another certification program, as specified by the division.
 - (2) Contractor's employees and any subcontractors' employees meet the conditions for a skilled and trained workforce.
- (c) Contractor certifies that Contractor has verified the training completion and certification requirements of all employees, and any subcontractor's employees, who will work on the setting up, operation, or tearing down of the event.

9.12 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.

9.13 Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations (including but not limited to the 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 shall ensure that any Contracted Work or deliverables are in compliance with the Web Content Accessibility Guidelines ("WCAG") 2.1 level AA, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

9.14 Debarment and Suspension

By accepting a contract with CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction by any federal department or agency, in accordance with the Office of Management and Budget guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235). The Contractor shall provide immediate written notice to CSU if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

9.15 Expatriate Corporations

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

9.16 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 federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69).

9.17 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 section 17030.

9.18 DVBE and Small Business Participation

- (a) If Contractor has committed to achieve small business (SB) participation, it shall, within sixty (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) that 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. (Government Code, section 14841.)
 - (b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), certify to CSU:
 - (1) the name and address of the DVBE(s) that participated in the performance of the Contract and the contract number;
 - (2) the total amount Contractor received under the Contract;
 - (3) the amount and percentage of work that Contractor committed to provide to each DVBE, and the amount each DVBE received from Contractor;
 - (4) the actual percentage of DVBE participation that was achieved for this Contract; and
 - (5) that all payments under the Contract have been made to each DVBE.
- Contractor shall provide CSU with proof of payment made to each DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Ten thousand dollars (\$10,000) (or the full final payment, if less than \$10,000) shall be withheld from final payment until the required certification and proofs of payment have been delivered to CSU. If Contractor fails to comply with the certification and proofs of payment requirement, after notice it may cure the defect. If after thirty (30) calendar days from the date of notice, Contractor does not comply with the certification and proofs of payment requirements, CSU shall permanently deduct ten thousand dollars (\$10,000) (or the full final payment, if less than \$10,000) from the final payment. Such penalty may be levied regardless of whether Contractor ultimately provides documentation indicating it has met the minimum participation obligations. (Military and Veterans Code, section 999.5(d); Government Code, section 14841.)

Special Conditions

Standard University Requirements

1. **Designated University Representative:** The Facilities Management Director of Facilities Maintenance is designated as the University's official representative. All primary contact with the Service Provider shall be coordinated thru The Facilities Project Manager tasked with project execution or other University designee. All services requested herein shall be arranged with and coordinated through and all reports shall be directed to The Facilities Project Manager.
2. **Parking:** The Service Provider, its employees, subcontractors or other representatives or material suppliers shall observe all University traffic and parking regulations. The University will provide the Service Provider with up to 3 permits which allows parking ONLY in Service Vehicle stalls located throughout the campus and during those times Service Provider is rendering service to the campus. Parking permits are required for other locations on campus and during all such times the Service Provider is visiting the campus but not rendering services in relation to this Contract.
3. **Access to Campus Facilities and Housing:** Direct access to campus facilities will be coordinated by the Facilities Project Manager and provided by Facilities Management staff unless otherwise arranged. The contractor will be provided a list of occupied living spaces in all Housing Facilities. Housing Facility staff **MUST** accompany the contractor to all resident occupied housing and dorm rooms. ***No testing in housing buildings will occur before 9am*** Key/access cards will be provided to campus facilities through the Facilities Management Customer Service Center. Keys/access cards to campus facilities are available for daily checkout at agreed upon times with the approval of The Facilities Project Supervisor or designee. Keys/access cards must be returned to Facilities Management prior to the end of each work day. If the Service Provider fails to return keys or access cards issued or should such be lost or stolen, the Service Provider shall be liable for the total cost of labor and materials to rekey all areas. Lost or stolen keys/access cards must be reported to The Facilities Project Manager immediately. Final payment under this Contract will not be authorized until all keys or access cards have been accounted for.
4. **Photo Identification & Uniform:** Service Provider's personnel shall display photo identification in the form of a name badge and wear standard issue uniform identifying the individual as an employee of the Service Provider.
5. **Testing Schedule:** Testing may be conducted from 6am -5pm M-F. Testing in Housing Buildings may only be conducted from 9am-5pm M-F. For Annual Testing, a building specific testing schedule will be provided by The Facilities Project Manager to create a daily building by building itinerary. The schedule will be coordinated with the Service Provider prior to commencement of work. A previous testing schedule can be provided upon request. Testing periods are as follows.
 - May 19th-June 20th: Fire Alarm Annual Testing, Special Conditions Extinguishing Systems Semi Annual
 - December 5th-16th: Fire Alarm Semi Annual Battery Testing, Special Conditions Systems Semi Annual
6. **Fire Alarm Device Locations:** Upon request, basic floor plans can be provided with fire alarm device locations.
7. **Protection of University Facilities:** All existing buildings, interior finishes, furnishings, slabs, walks, paving, landscaping, and other improvements shall be protected from damage which may be caused by

Service Provider's performance of services described herein. Any damage caused by the Service Provider shall be repaired or replaced to the satisfaction of the University at the Service Provider's expense.

8. **Recycling & Refuse Disposal:** The Service Provider shall cooperate with any University efforts to track and report recycled materials, regardless of who does the recycling. The Service Provider shall provide documentation regarding the recycling and/or disposal of all material removed from the campus regardless of type of waste or destination. Such documentation shall be provided on University-provided forms.
9. **Hazardous Materials:** The Service Provider is responsible for the legal transportation and management of all hazardous materials (i.e., paint, adhesives, cleaners, lubricants, etc.) associated with the Service Provider's work. All such materials must be properly disposed of following current regulatory compliance requirements. Transportation and/or disposal of such materials must be arranged with The Facilities Project Supervisor in consultation with the University Environmental Health & Safety. The unauthorized and/or illegal transportation or disposal of hazardous materials by the Service Provider may result in legal, regulatory and/or administrative action against the Service Provider and the termination of this Contract.
10. **Cleanup & Maintenance of Work Area:** All public areas adjacent to the Service Provider's work area shall be kept clean, safe and free of any obstructions including Service Provider's tools, supplies and equipment. At completion of work, Service Provider shall remove all debris and surplus material and fully clean to pre-existing condition the area where work was conducted. The Service Provider shall be responsible to legally dispose of all debris and surplus material off campus at no additional cost to the University.
11. **Noise & Air Pollution:** Service Provider shall not allow vehicles, machine or equipment to be left idling and shall use equipment powered by electricity in lieu of internal combustion wherever possible. The Service Provider shall maintain equipment properly to reduce noise and minimize exhaust emissions. When work occurs in occupied buildings, the Service Provider is cautioned to keep noise associated with any activities to a minimum. The University reserves the right to stop noisy work at any time when said work disrupts University business or activities.
12. **Tobacco free University Campus:** The Service Provider shall be responsible for adhering to the University's tobacco-free policy.
13. **Notification Required by California Penal Code Section 290:** Service Provider shall advise its personnel working on campus, including those of subcontractors or material suppliers, of the requirement to register as a narcotic, sex and/or arson offender in accordance with the California Penal Code Section 290. All such persons shall report their status and register with the University Police Department located within the Student Business Services Building

Facility Name	Building #	Building Location	Total Fire Alarm Device Count	Proposed Annual Testing Cost	Proposed Semi-Annual Testing Cost
Art-A, Art-B & Music-B	2A, 2B, 8B	Main-Campus	183	\$ -	\$ -
CCAT	97	Main-Campus	18	\$ -	\$ -
Behavioral and Social Sciences	89	Main-Campus	446	\$ -	\$ -
Campus Store Arcata	176	697 8th Arcata	44	\$ -	\$ -
Feuerwerker House	13	Main-Campus	11	\$ -	\$ -
Figueiredo Bldg (Natural History Museum)	15	1242 G St. Arcata	22	\$ -	\$ -
Forbes Gym	24A	Main-Campus	11	\$ -	\$ -
Forestry	5	Main-Campus	87	\$ -	\$ -
Founders Hall	6	Main-Campus	272	\$ -	\$ -
Gist Hall	23	Main-Campus	29	\$ -	\$ -
Harry Griffith Hall	4	Main-Campus	80	\$ -	\$ -
Humb Bay Aquatic Center	163	921 Waterfront Dr. Eureka	46	\$ -	\$ -
Jenkins Hall	7	Main-Campus	8	\$ -	\$ -
Kinesiology & Athletics	24F	Main-Campus	209	\$ -	\$ -
Library	41	Main-Campus	434	\$ -	\$ -
Marine Wildlife Care Center	17	Main-Campus	8	\$ -	\$ -
Marketing & Communication (Bldg 88)	88	Main-Campus	19	\$ -	\$ -
Mary Warren House	36	Main-Campus	60	\$ -	\$ -
Music-A	8A	Main-Campus	53	\$ -	\$ -
Natural Resources	40	Main-Campus	96	\$ -	\$ -
Nelson Hall	14	Main-Campus	23	\$ -	\$ -
Recreation & Wellness Center	24D	Main-Campus	19	\$ -	\$ -
Samoa Facility	175	1601 Samoa Blvd. Arcata	172	\$ -	\$ -
Schatz Lab	40A	Main-Campus	49	\$ -	\$ -
Science A, B, C	3A, 3B, & 3C	Main-Campus	69	\$ -	\$ -
Alister McCrone Hall Science E	3D & 3E	Main-Campus	26	\$ -	\$ -
Siemens Hall	1	Main-Campus	138	\$ -	\$ -
Student Business Services	100	Main-Campus	90	\$ -	\$ -
Student Health Center	42	Main-Campus	78	\$ -	\$ -
Student Recreation Center	24C	Main-Campus	56	\$ -	\$ -
Swetman Building	31	Main-Campus	19	\$ -	\$ -
Switchgear Building	58	Main-Campus	4	\$ -	\$ -
Telonicher Marine Lab	27	570 Ewing St. Trinidad	16	\$ -	\$ -
Theater Arts	10	Main-Campus	160	\$ -	\$ -
Trinity Childrens Center	170	Main-Campus	190	\$ -	\$ -
University Center	45	Main-Campus	81	\$ -	\$ -
Van Matre Hall	26	Main-Campus	49	\$ -	\$ -
Wildlife & Fisheries	11	Main-Campus	157	\$ -	\$ -
		Sub Total	3532	\$ -	\$ -
				GRAND TOTAL	\$ -

Facility Name	Building #	Building Location	Total Device Count	Proposed Annual Testing Cost	Proposed Semi-Annual Testing Cost
Canyon Pepperwood	63	Main-Campus	133	\$ -	\$ -
Canyon Tan Oak	64	Main-Campus	133	\$ -	\$ -
Canyon Maple	65	Main-Campus	135	\$ -	\$ -
Canyon Madrone	66	Main-Campus	126	\$ -	\$ -
Canyon Hemlok	67	Main-Campus	136	\$ -	\$ -
Canyon Chinquapin	68	Main-Campus	101	\$ -	\$ -
Canyon Alder	69	Main-Campus	101	\$ -	\$ -
Canyon Cedar	70	Main-Campus	101	\$ -	\$ -
College Creek Del Norte	50A	Main-Campus	181	\$ -	\$ -
College Creek Shasta	50B	Main-Campus	171	\$ -	\$ -
College Creek Trinity	50C	Main-Campus	162	\$ -	\$ -
College Creek Mendocino	50D	Main-Campus	210	\$ -	\$ -
College Creek Commuinty Center	50E	Main-Campus	106	\$ -	\$ -
College Creek Filed Locker Room	50F	Main-Campus	29	\$ -	\$ -
Creekview Fern	109	Main-Campus	170	\$ -	\$ -
Creekview Willow	110	Main-Campus	170	\$ -	\$ -
Creekview Laurel	111	Main-Campus	188	\$ -	\$ -
Creekview Creekside Lounge	112	Main-Campus	19	\$ -	\$ -
Creekview Juniper	113	Main-Campus	191	\$ -	\$ -
Cypress	51	Main-Campus	762	\$ -	\$ -
Jolly Giant Commons	62	Main-Campus	100	\$ -	\$ -
Housing CoGen	163	Main-Campus	5	Under Construction	Under Construction
The Hill - Redwood	60	Main-Campus	392	\$ -	\$ -
The Hill - Sunset	61	Main-Campus	269	\$ -	\$ -
		Sub Total	4091	\$ -	\$ -
				GRAND TOTAL	\$ -

Facility Name	Building #/RM	Building Location	Automatic Dry Chemical System Type	Total Device Count	Proposed Annual Testing Cost	Proposed Semi-Annual Testing Cost
Siemens Hall	1-5B	Main-Campus	HFC-227A 87 Lbs	5	\$ -	\$ -
Sci-A	3A - 566	Main-Campus	CO2	6	\$ -	\$ -
Science B	3B - 230D	Main-Campus	Ansul SPA-50	5	\$ -	\$ -
Wildlife	11 - 165	Main-Campus	FM 200 Halon System 336 Lbs	13	\$ -	\$ -
Van Matre Hall	26 - 211	Main-Campus	FM 200 Halon System	14	\$ -	\$ -
Van Matre Hall	26 - 213C	Main-Campus	HFC-227A 184 Lbs	6	\$ -	\$ -
Natural Recourses	40 -1A	Main-Campus	HFC-227A XX Lbs	5	\$ -	\$ -
Sub Total:				54	\$ -	\$ -
GRAND TOTAL					\$	-

Building Description	Building #	Building Location	Square Footage	Total Device Count	Photo Smoke Detect	Ion Smoke Detect	Heat Detect.	Beam Detector	Pull Station	Duct Detector Ion	Duct Detector Photo	Water Flow Switch	Tamper Switch	Horn, Strobe, Speaker and/or Bell	Door Holder	Power Supply or Battery Back-up	Control Panel Type	Automatic Sprinkler System Type	Fire Pump
Art-A, Art-B & Music-B	2A, 2B, 8B	Main-Campus	55,388	183	22	N/A	17	N/A	30	N/A	4	N/A	N/A	108	N/A	2	Notifier 320	None	N/A
Behavioral and Social Sciences	89	Main-Campus	93,778	446	197	N/A	3	N/A	26	N/A	20	19	21	142	N/A	18	Notifier AFC 600	5-Preaction/ 2-Wet Pipe/ 1-Dry Pipe	Yes
Campus Store Arcata	176	697 8th Arcata	7,866	44	26	N/A	1	N/A	1	N/A	2	N/A	N/A	13	N/A	1	DMP XR150	None	N/A
CCAT	97	Main-Campus	3,184	18	7	N/A	3	N/A	1	N/A	N/A	N/A	N/A	5	N/A	2	Notifier AFP-200	None	N/A
Feuerwerker House	13	Main-Campus	2,893	11	2	N/A	N/A	N/A	4	N/A	N/A	N/A	N/A	3	N/A	2	Firelite MS4424B	None	N/A
Figueiredo Bldg (Natural History Museum)	15	1242 G St. Arcata	2,570	22	10	N/A	3	N/A	3	N/A	N/A	N/A	N/A	2	N/A	4	Bosch D7412 GV4	None	N/A
Forbes Gym (East Gym)	24A	Main-Campus	33,396	11	N/A	N/A	N/A	N/A	8	N/A	N/A	N/A	N/A	1	N/A	2	Notifier AFP 400 Slimplex 8520	None	N/A
Forestry	5	Main-Campus	21,183	87	20	N/A	2	N/A	11	N/A	1	N/A	N/A	52	N/A	1	Notifier NFS 320	None	N/A
Founders Hall	6	Main-Campus	67,202	272	132	N/A	6	N/A	19	N/A	6	2	7	48	46	6	Notifier AFP 200R Edwards	1-Wet Pipe	Yes
Gist Hall	23	Main-Campus	49,574	29	N/A	N/A	N/A	N/A	13	N/A	N/A	1	N/A	13	N/A	2	Notifier AFP 200R	1-Wet Pipe	N/A
Harry Griffith Hall	4	Main-Campus	25,139	80	37	N/A	N/A	N/A	7	N/A	N/A	N/A	N/A	23	11	2	Notifier AFP 200	None	N/A
Humb Bay Aquatic Center	163	921 Waterfront Dr. Eureka	18,855	46	20	N/A	N/A	N/A	10	N/A	N/A	1	2	9	2	2	Notifier AFP 200	1-Wet Pipe	N/A
Jenkins Hall (Under Construction)	7	Main-Campus	17,375	8	N/A	N/A	N/A	N/A	3	N/A	N/A	N/A	N/A	3	N/A	2	Notifier AFP 200— Simlex 3520	None	N/A
Kinesiology & Athletics	24F	Main-Campus	93,989	209	18	N/A	3	N/A	17	N/A	51	5	4	101	N/A	10	Notifier NFS2-640	1-Wet Pipe	Yes
Library	41	Main-Campus	154,692	434	50	N/A	3	N/A	30	N/A	8	5	5	189	21	5	Notifier NFS2-640 w Voice Module	1-Wet Pipe / 2-Preaction	Yes
		2nd Floor Preaction			59	N/A	N/A	N/A	N/A	N/A	N/A	1	1	N/A	N/A	1	Kidde Aries		
		3rd Floor Preaction			53	N/A	N/A	N/A	N/A	N/A	N/A	1	1	N/A	N/A	1	Kidde Aries		
Marine Wildlife Care Center	17	Main-Campus	6,539	8	3	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	2	N/A	2	Bosch-Radionics D7212T	None	N/A
Marketing & Communication	88	Main-Campus	3,894	19	13	N/A	N/A	N/A	1	N/A	N/A	N/A	N/A	3	N/A	2	Notifier AFP 200	None	N/A
Mary Warren House	36	Main-Campus	2,979	60	30	N/A	2	N/A	10	N/A	N/A	N/A	N/A	16	N/A	2	Firelite MS9200UDLS	None	N/A
Music-A	8A	Main-Campus	9,425	53	1	N/A	N/A	N/A	7	N/A	1	N/A	N/A	42	N/A	2	Notifier NFS 320	None	N/A
Natural Resources	40	Main-Campus	35,051	96	8	N/A	9	N/A	5	N/A	4	1	N/A	67	N/A	2	Notifier NFS 320	(Mech room only)	N/A
Nelson Hall	14	Main-Campus	25,488	23	N/A	N/A	N/A	N/A	9	1	N/A	1	N/A	10	N/A	2	Simplex 8520	1-Wet Pipe	N/A
Recreation & Wellness Center (West Gym)	24D	Main-Campus	50,365	19	N/A	N/A	N/A	N/A	10	N/A	5	N/A	N/A	2	N/A	2	(reports to Forbes Notifier)	None	N/A
Samoa Facility	175	Samoa Blvd. Arcata	50,362	172	5	N/A	157	N/A	5	N/A	N/A	N/A	N/A	3	N/A	2	Bosch	None	N/A
Schatz Lab	40A	Main-Campus	8,339	49	16	N/A	5	N/A	5	N/A	N/A	1	1	19	N/A	2	Notifier NFS2-640	1-Wet Pipe	N/A
Science A, B, C	3A, 3B, & 3C	Main-Campus	109,704	69	19	N/A	N/A	N/A	26	N/A	N/A	N/A	N/A	22	N/A	2	Simplex 4208	None	N/A
Science D & E	3D & 3E	Main-Campus	47931	26	N/A	N/A	N/A	N/A	8	N/A	4	1	1	8	N/A	4	Simplex 2001-8001	1-Wet Pipe	N/A
Siemens Hall	1	Main-Campus	41,390	138	28	N/A	3	N/A	8	N/A	2	N/A	N/A	72	23	2	Notifier NFS 320 NFN	None	N/A
Student Business Services	100	Main-Campus	49,160	90	N/A	39	5	N/A	8	N/A	3	5	5	23	N/A	2	Notifier System 5000	1-Wet Pipe	N/A
Student Health Center	42	Main-Campus	19,552	78	22	N/A	N/A	N/A	8	N/A	N/A	N/A	N/A	15	29	4	D9124	None	N/A
Student Recreation Center (Fieldhouse)	24C	Main-Campus	41,051	56	5	N/A	N/A	2	15	N/A	4	1	1	26	N/A	2	Notifier AFP200	1-Wet Pipe	N/A
Swetman Building	31	Main-Campus	2,308	19	13	N/A	N/A	N/A	1	N/A	N/A	N/A	N/A	4	N/A	1	Notifier NFS 320	None	N/A
Switchgear Building	58	Main-Campus		4	1	N/A	N/A	N/A	1	N/A	N/A	N/A	N/A	1	N/A	1	32FBPT	None	N/A
Telonicher Marine Lab	27	570 Ewing St. Trinidad	15,979	16	2	N/A	5	N/A	3	N/A	N/A	N/A	N/A	4	N/A	2	Notifier NFS 320 E	None	N/A
Theater Arts	10	Main-Campus	59,047	160	14	N/A	N/A	N/A	20	N/A	3	1	N/A	119	N/A	3	Notifier NFS 320 NFN	1-Wet Pipe	N/A
Trinity Childerns Center	170	Main-Campus	10,131	190	113	N/A	N/A	N/A	1	N/A	N/A	1	2	72	N/A	1	& NFC 50/100 Voice	1-Wet Pipe	N/A
University Center	45	Main-Campus	62,224	81	41	N/A	4	N/A	12	N/A	4	1	1	14	N/A	4	Notifier/ Firelite	1-Wet Pipe	N/A

Building Description	Building #	Building Location	Square Footage	Total Device Count	Photo Smoke Detector	Heat Detector	Pull Station	Duct Detector Photo	Water Flow Switch	Tamper Switch	Horn, Strobe and/or Bell	Sounder Base	FCO Smoke/CO	Battery Back-up	Control Panel Type	Automatic Sprinkler System Type
Canyon Pepperwood	63	Main-Campus	5,177	133	58	6	10	N/A	1	2	20	35	N/A	1	Notifier NFS 320 NFN	1-Wet Pipe
Canyon Tan Oak	64	Main-Campus	5,394	133	57	6	10	N/A	1	2	20	36	N/A	1	Notifier NFS 320 NFN	1-Wet Pipe
Canyon Maple	65	Main-Campus	5,337	135	57	6	10	N/A	1	2	20	36	2	1	Notifier NFS 320 NFN	1-Wet Pipe
Canyon Madrone	66	Main-Campus	5,340	126	50	6	10	N/A	1	2	25	31	N/A	1	Notifier NFN	1-Wet Pipe
Canyon Hemlok	67	Main-Campus	5,325	136	56	6	10	N/A	1	2	20	36	2	3	Notifier NFS 320 NFN	1-Wet Pipe
Canyon Chinquapin	68	Main-Campus	5,382	161	59	8	10	N/A	1	2	18	59	N/A	4	Notifier NFN	1-Wet Pipe
Canyon Alder	69	Main-Campus	6,364	161	59	8	10	N/A	1	2	18	59	N/A	4	Notifier NFN	1-Wet Pipe
Canyon Cedar	70	Main-Campus	5,382	161	59	8	10	N/A	1	2	18	59	N/A	4	Notifier NFN	1-Wet Pipe
College Creek Del Norte	50A	Main-Campus	21,540	278	148	1	7	N/A	1	1	18	96	N/A	6	Panel at CCCTR	1-Wet Pipe
College Creek Shasta	50B	Main-Campus	21,619	267	151	1	6	N/A	1	4	4	96	N/A	4	Panel at CCCTR	1-Wet Pipe
College Creek Trinity	50C	Main-Campus	20,494	258	147	N/A	6	N/A	1	1	3	96	N/A	4	Panel at CCCTR	1-Wet Pipe
College Creek Mendocino	50D	Main-Campus	21,993	306	166	N/A	6	N/A	1	5	26	96	N/A	6	Panel at CCCTR	1-Wet Pipe
College Creek Commuinty Center (CCCTR)	50E	Main-Campus	9,291	106	58	6	8	1	1	1	25	N/A	N/A	6	Notifier NFS-3030	1-Wet Pipe
College Creek Filed Locker Room	50F	Main-Campus	1,800	29	14	N/A	N/A	2	N/A	N/A	12	N/A	N/A	1	Panel at CCCTR	N/A
Creekview Fern	109	Main-Campus	9,818	170	61	3	13	N/A	1	1	27	60	1	3	Notifier NFS-320 NFN	1-Wet Pipe
Creekview Willow	110	Main-Campus	9,818	170	61	3	13	N/A	1	1	27	60	1	3	Notifier NFS-320 NFN	1-Wet Pipe
Creekview Laurel	111	Main-Campus	9,822	188	72	1	14	N/A	1	3	21	72	1	3	Notifier NFS-320 NFN	1-Wet Pipe
Creekview Creekside Lounge	112	Main-Campus	3,336	19	3	N/A	4	N/A	1	1	7	N/A	N/A	3	Notifer 500	1-Wet Pipe
Creekview Juniper	113	Main-Campus	9,986	191	73	2	14	N/A	1	3	21	72	2	3	Notifier NFS-320 NFN	1-Wet Pipe
Cypress	51	Main-Campus	32,203	762	227	131	53	N/A	3	3	153	176	N/A	16	Notifier NFN	1- Wet Pipe (Basemet Only)
Jolly Giant Commons	62	Main-Campus	32,455	100	8	4	26	7	N/A	N/A	53	N/A	N/A	2	Notifer AP400	1-Wet Pipe
Housing CoGen- Under Construction	163	Main-Campus		5	1	1	N/A	N/A	N/A	N/A	1	N/A	N/A	2	pyroyronics	N/A
The Hill - Redwood	60	Main-Campus	24,945	392	198	20	11	N/A	N/A	N/A	45	114	N/A	4	Notifier NFS2-3030 NFN	N/A
The Hill - Sunset	61	Main-Campus	24,945	382	190	16	11	N/A	N/A	N/A	48	113	N/A	4	Notifier NFS2-3030 NFN	N/A

**IFB #25-A-1, EXHIBIT F
PREVAILING WAGE RATES**

Campus Fire Alarm Testing

This project is a public works project, and is subject to prevailing wage rate laws (see Contract General Conditions, Article 4.02-c).

Pursuant to Labor Code sections 1770 *et seq.*, the Trustees have obtained from the Department of Industrial Relations determinations of the prevailing wage rates and the prevailing wage rates for holiday and overtime work in the locality in which the Work is to be performed. Copies of these prevailing wage rates (determination 2020-1) are on file and available to any interested party upon request from Addie Dunaway, Contracts & Procurement, Cal Poly Humboldt, email Addie.Dunaway@humboldt.edu, and on the following Department of Industrial Relations website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Prevailing wage determinations with a single asterisk (*) after the expiration date remain in effect for the life of the project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday pay rates, and employer payments to be paid for work performed after this date have been predetermined. If work is to extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. The Contractor should contact the Prevailing Wage Unit, DLSR, to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the life of the project.

If it becomes necessary to employ crafts, classifications or types of workers other than those listed, the Contractor shall immediately notify the Trustees who will then inform the Contractor of the prevailing rate which shall be applicable as a minimum from the time of initial employment.

These rates are the minimum that may be paid by the Contractor. Nothing contained in the contract documents shall be construed as preventing the Contractor from paying more than the minimum rate.

CONTRACTOR shall post a schedule showing all applicable prevailing wage rates at appropriate and conspicuous locations on the Project site in accordance with Labor Code section 1773.2.

End of Page



SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

(Bidders requesting a 5% Small Business Preference must sign below and enclose this form with their bid/proposal.

If your firm is not claiming the small business preference, do not submit this form with your bid/proposal.

Project No. IFB #25-A-1

Project Name Campus Fire Alarm Testing

The undersigned hereby requests the small business preference and further certifies under penalty of perjury, that the firm still meets the requirements of the California Code of Regulations, Title 2 section 1896 *et seq.*

NOTICE TO ALL BIDDERS: The California Government Code, section 14835 *et seq.* 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 California Code of Regulations, Title 2 section 1896, *et seq.* A copy of the regulations is available upon request. The small business preference is applied by either 1) factoring 5% if a non-small business low bid total, and subcontracting this amount from the small business total, not to exceed \$50,000, or 2) where award is to be made to the highest scoring bidder based on evaluation factors in addition to price, the preference shall be 5% of the highest responsible bidder's total score.

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. **Please indicate by checking the box below whether your firm is claiming the preference and is a Small Business.**

☐ Small Business

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. **Please indicate by checking the box below whether your firm is claiming the preference and is a Non-Small Business.**

☐ Non-Small Business

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

IMPORTANT NOTICE *(Read before signing)*

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

Legal Name Style of Bidder(s): _____

Signature of Bidder: _____ Date _____

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

Name of Firm: _____

Is Firm a Listed Subcontractor? ☐ If Yes, indicate Percentage _____ or, ☐ No, if not a Listed Subcontractor

Special attention is directed to California Code of Regulations, Title 2 section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.

business located in California, have a complete application (including proof of annual receipts) on file with the State Office of Small and Minority Business by 5:00 p.m. on the date bids are opened, and be verified by such office. Questions regarding the preference approval process should be directed to the Office of Small and Minority Business at (916) 322-7122.

Note: The Small Business preference shall apply to the net proceeds realized by the University. The net proceeds are determined using the gross annual income from the current contract multiplied by the percentage of profit given by the bidder each year for the first three (3) years of the contract.

(Bidder, complete the following)

Statement of Compliance: Prospective Contractor hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title 2, Division 4, Chapter 5 in matters relating to the development, implementation and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer related), marital status, sex or age (over forty).

I, the official named below, hereby swear that I am duly authorized to legally bind the Prospective Contractor to the above described certification. I am fully aware that this certification, executed on _____ date and in _____ county _____ state, is made under penalty of perjury under the laws of the State of California.

Small Business Preference: Are you claiming preference as a small business?

Yes _____ (a completed Small Business Preference Form is attached hereto)
No _____

In compliance with your Invitation for Bid 25-A-1, Addenda No.(s) _____, and accompanying plans and specifications, we hereby submit our bid as listed in Exhibit D, Bid Proposal.

Firm _____

By _____
Authorized Signature

Name & Title _____
(Printed)

Federal ID # _____

Telephone _____

Date _____

California Corporation: Yes No _____

Corp ID No. _____

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) in order to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109 and the State Revenue and Taxation Code, Section 18934. The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested.

You have the right to access records containing your personal information, such as your SSN. to exercise that right, please contact Procurement & Support Services, Humboldt State University, #1 Harpst Street, Arcata, California 95521-8299 or telephone (707) 826-3307.