



**California State University, Fresno  
REQUEST FOR PROPOSAL**

**Temporary Employee Services - Custodial**

**Proposal No: 86509**

**It is the Proposer's responsibility to read the entire document and to comply with all requirements listed herein.**

Issue Date: May 31, 2011  
Proposal Due Date & Time: June 14, 2011, 2:00 P.M.

**Proposal Delivery Location:**

Sealed and written responses with (1) unbound original and four (4) hard copies must be received at the following address before the Proposal Due Date and Time listed above:

Virginia Mathew, Buyer II  
California State University, Fresno  
Procurement and Support Services  
5150 N. Maple Ave. M/S JA 111  
Joyal Administration, Room 148  
Fresno, CA 93740-8026

Phone: 559.278.2111  
Fax: 559.278-4398  
E-mail: [vmathew@csufresno.edu](mailto:vmathew@csufresno.edu)

**Late Submittals Will NOT Be Accepted**  
**Proposals submitted by Fax or E-Mail Will NOT Be Accepted**

**Disabled Veteran Business Enterprise Participation (DVBE) is not applicable to this project. Disregard all references to DVBE participation in the RFP documents.**

**Internet Access. It is the responsibility of all potential bidders who gain access to bid specifications through the internet, to contact Virginia Mathew at [vmathew@csufresno.edu](mailto:vmathew@csufresno.edu) with their Company Name, Address, Telephone and Fax Number, Contact Person and their e-mail address. This will ensure notification of any bid specification changes through addendum.**

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## SECTION A: INTRODUCTION

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### **General Description and Background Information**

The California State University (CSU) is a non-profit educational organization consisting of twenty-three (23) campuses. California State University, Fresno is the premier regional university serving the diverse, growing population of central California. Student enrollment is approximately 21,000.

### **Definitions;**

**Agreement** – refers to the contract document issued, pursuant to this request, to the awarded Supplier by the CSU jurisdictional personnel that unequivocally defines the goods and/or services to be rendered.

**California State University** – the term “Cal State,” “CSU”, or “University” may be used interchangeably henceforth, and refer to the same entity: California State University, Fresno.

**Customer** – refers to anyone from the California State University acquiring materials and/or services under the terms and conditions of this proposal and ensuing Agreement through a corporate account.

**Days** – refers to calendar days, unless otherwise stated.

**DVBE** – Disabled Veteran Business Enterprise

**Force Majeure** – refers to any uncontrollable delay in Supplier’s performance under the terms and conditions of this Agreement, due to causes such as acts of God or public enemy, acts of Government in sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

**Request For Proposal** – The term “Request For Proposal (“RFP”),” submittal request, solicitation and Request For Quotation (“RFQ”) may be used interchangeably henceforth, and refer to this document and all referenced attachments.

**Submittal Response** – the term “bid submittal,” and “bid response” may be used interchangeably henceforth, and refer to Supplier’s documents and attachments in response to this Request For Proposal.

**Supplier** – the term “Seller,” “Supplier,” “Respondent,” “Bidder,” “Proposer” and “Vendor” may be used interchangeably henceforth, and refer to the same entity responsible for quoting and providing goods and/or services to the University.

**Work** – the term “Work” shall include, but not be limited to, all obligations, duties, requirements, and responsibilities essential for the successful performance of the Agreement by the Supplier, including, but not limited to, the furnishing of all materials, supervision, labor, equipment, and additional supplies required with the implementation of the Agreement in accordance with the terms and conditions set forth in the Agreement.

## Scope / Requirements

California State University, Fresno is seeking proposals for temporary employee services for custodial personnel for use on an as-needed basis, for the Plant Operations Department. The contract term will be for an initial one-year period with the option to renew for (4) four one-year extensions. Following are proposed agency services:

- Staff temporary job openings, upon request and in the requested time frame, with individuals who possess the required qualifications to perform the job to the fullest capacity.
- Provide a detailed monthly temporary staffing report, which will include at least the following information:
  1. Name of employee, department in which temporary employee worked, start and end dates (or anticipated end date), and the applicable billing rate.
  2. Provide a single point of agency contact to support the Plant Operations Department account.
- The contractor shall submit a listing of employees proposed for the University's account with verification of previous employment and assignments prior to contract start-up. The University, specifically Art Gonzalez (or his designee) from the Plant Operations Department will approve or disapprove each employee proposed by the contractor. The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary.

## Custodian Qualification Requirements

- Experience: One (1) year of experience required.
- Knowledge and Abilities:
  - General working knowledge of methods, materials, chemical disinfectants and equipment used in custodial or janitorial work; working knowledge of general safety practices and sanitation measures.
  - Ability to read and write at a level appropriate to the duties of the position; follow simple oral and written directions; use and care for janitorial supplies and equipment; observe and use safe working practices; and maintain cooperative working relationships with all those encountered in the performance of the duties of the position.
  - Must be available to work shift assignments.
  - Must be at full working capacity level without limitations – no light duty.
  - Personnel employed by the contractor shall be fully capable in the performance of the assigned responsibilities. Each person employed by the contractor at the University shall have the minimum of experience as stated above in the performance of similar work.

## Management and Supervision

- The Contractor MUST have a Supervisor on site, at all times when ten (10) or more of the contractor's workers are present. The supervisor shall have the appropriate authority from the contractor to resolve all matters regarding the employees that represent the contractor, as well as evaluating employee performance. The supervisor will not be responsible for assignment or oversight of custodial work. Employees are to deal with the Contractor and the duly authorized representative on pay and employment matters. Employees are to be paid in a timely manner and in accordance with all State laws.

Employees are to be given a Contractor Phone Number to contact regarding Pay issues or Employment issues. Employees shall be replied to in an expeditious manner. Failure to manage these matters may be justification for immediate termination of the Contract and restriction on bidding on future contracts.

## Security Requirements and Identification Requirements

- The Contractor must conduct pre-employment background checks of its employees assigned to work under this agreement prior to any employee being assigned at any university facility. The Contractor shall be responsible for the cost of the pre-employment background check.
- At a minimum, the pre-employment background check for each of the Contractor's employees must include:
  - 1) Prior employment reference checks
  - 2) Both felony and misdemeanor criminal record checks for each location at which the prospective employee has resided for the past seven years
- The Contractor must provide the Plant Operations Department with the background check findings prior to employees working on campus.
- The Contractor's employees shall be subject to and shall at all times conform to the Campus Police security rules and requirements and shall cooperate with Campus Police and security personnel. Any violations or disregard of these rules may be cause for denial of access to the university property.
- The Contractor's employees will be issued Contractor ID Badges which must be visibly worn at all times during performance of the work. The Contractor shall be responsible for all costs relating to the preparation of identification badges for each employee.
- Lunch boxes, thermos bottles, and other personal packages may be subject to Police or security inspection upon entering and leaving university premises.
- The Contractor's employees must remain in their assigned work areas, except when taking an authorized break in a designated break area.
- The contractor is to verify for each employee, his/her social security number, current drivers license, and provide a current photograph. Individuals will be required to wear a Photo ID and a Company Shirt, Jacket or other readily identifiable item of clothing clearly showing the company name/logo.

## Parking Permit

- Parking permits - Contractor shall be responsible for the cost of providing parking permits for temporary employees. Current costs are: \$3.00/day and \$15.00/month.

## Prevailing Wage

- (1) Wage rates set forth are the minimum that may be paid by the Contractor on a public works contract (see definition of public works, Labor Code Sections 1720, 1720.2, 1720.3 and 1720.4). Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum rates set forth. No extra compensation whatsoever will be allowed by the Trustees due to

the inability of the Contractor to hire labor at minimum rates, nor for the necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the bid.

- (2) If it becomes necessary to employ crafts other than those listed, the Contractor shall notify the Trustees immediately, and the Trustees will ascertain additional prevailing rates and the rates thus determined shall be applicable as minimum from time of initial employment.
- (3) Pursuant to Labor Code Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work for each craft needed in execution of the contract as set forth in the Notice to Contractors. The Trustees shall furnish the Contractor a copy of the prevailing rates, which Contractor shall post at the job site.
- (4) The Contractor and any subcontractor under the Contractor shall comply with Labor Code Section 1775. The Contractor shall include provisions in its contract with its subcontractors that will require compliance with Labor Code Section 1775. As required by Section 1775(b) the Contractor shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 in the contract between the Contractor and the subcontractor. The Contractor shall monitor its subcontractors' compliance with the prevailing wage law as required by Section 1775(b). In accordance with Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit as a penalty to the State not more than \$50 for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any public work done under the contract by it or, except as provided in 1775(b), by any subcontractor under it. In addition to this penalty, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties under 1775(a) unless the Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with the requirements of 1775(b).
- (5) In accordance with Labor Code Section 1776, the Contractor and subcontractors shall keep an accurate payroll record, on forms provided by the Division of Labor Standards Enforcement (or shall contain the same information as the forms provided by the division), showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice or worker employed in connection with the public work. Each payroll record shall contain verification by written declaration that it is made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor and subcontractors have complied with the requirements of Labor Code Sections 1771, 1811 and 1815 for any work performed by its employees on the project. The Contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a certified copy shall be made available upon request to the employee or his or her authorized representative, the Trustees, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. Upon receipt of written notice from the Trustees, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, and within ten days of that receipt, the Contractor shall file with the requesting entity a certified copy of the payroll records. Should the Contractor or subcontractor fail to comply within the ten-day period, the Contractor or subcontractor shall forfeit \$25 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment due to the failure of a subcontractor to comply with this section.
- (6) The Contractor is required to submit a minimum of the first two weeks of certified payroll and the Hourly Labor Rate Worksheet for its workers and all subcontractors. Additional weeks of certified payroll records may be required at the discretion of the University.

**CSU GENERAL PROVISIONS**  
**for**  
**SERVICE ACQUISITIONS**  
**Revision 08/03/06**

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## 1. Commencement of Work

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

## 2. Invoices

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

## 3. Appropriation of Funds

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

## 4. Cancellation

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

## 5. Independent Status

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

## 6. Conflict of Interest

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

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

## 7. Governing Law

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

## 8. Assignments

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

## 9. Time

Time is of the essence of the Contract.

## 10. Contract Alterations & Integration

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

## 11. General Indemnity

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

## 12. Use of Data

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

## 13. Termination for Default

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

## 14. Personnel

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

## 15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regulations, Section 8107).

#### 16. Drug-Free Workplace Certification

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

#### 17. Severability

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

#### 18. Dispute

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

#### 19. Privacy of Personal Information

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

#### 20. Waiver of Rights

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

#### 21. Endorsement

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

#### 22. Patent, Copyright, and Trade Secret Indemnity

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

- (a) The Contractor, at its own expense, shall defend any action brought against the CSU to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:

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

### 23. Compliance with NLRB Orders

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

### 24. Examination and Audit

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

### 25. DVBE and Small Business Participation

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

### 26. Citizenship and Public Benefits

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

### 27. Americans With Disabilities Act (ADA)

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

### 28. Child Support Compliance Act

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

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

### 29. Document Referencing

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

### 30. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor.

Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

### 31. Covenant Against Gratuities

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

### 32. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.
- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### 33. Contractor's Power and Authority

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

### 34. Recycled Content Certification

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

### 35. Entire Contract

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

### 36. Safety and Accident Prevention

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

### 37. Follow-On Contracts

- a) If the Contractor or its affiliates provides Consulting and Direction (as defined below), the Contractor and its affiliates:
  - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Consulting and Direction; and
  - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever comes later.
- b) "Consulting and Direction" means services for which the Contractor received compensation from the CSU and includes:
  - (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
  - (ii) development or design of test requirements;
  - (iii) evaluation of test data;
  - (iv) direction of or evaluation of another Contractor;
  - (v) provision of formal recommendations regarding the acquisition of products or services; or
  - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) Except as prohibited by law, the restrictions of this Section will not apply:
  - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
  - (ii) where the CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

### 38. Expatriate Corporations

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

### 39. Insurance Requirements

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

- (a) The certificate of insurance shall provide:
  - (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU;
  - (ii) That the State of California, the Trustees of the California State University, the CSU, the campus, and the employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
  - (iii) That the State, the Trustees, and the CSU, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
  - (iv) That the insurer has an AM Best rating of A: VII or equivalent.

- (b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSU, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (c) Workers' Compensation insurance coverage as required by the State of California.

#### 40. Rights in Work Product

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Clause will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials. The CSU will have Government Purpose Rights to the Work Product as Deliverable or delivered to the CSU hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the CSU for any CSU purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any CSU purpose. Such recipients of the Work Product may include, without limitation, CSU Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting. This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

#### 41. Confidentiality of Data

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

## SECTION B: PROPOSAL CONDITIONS

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### **Pre-Bid Conference**

Prospective bidders are encouraged to attend a non-mandatory pre-bid conference. The pre-bid conference will be held on June 6, 2011, at 11:00 a.m., in the Plant Operations Conference Room, 2351 E. Barstow Avenue, Fresno, CA 93740. Refer to the following link for map location: <http://www.csufresno.edu/univrelations/map/>. University representatives will be present to discuss the contract documents and answer questions regarding the temporary employee services requested.

### **Addenda to Proposal**

The University may modify this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission of proposals by issuance of an addendum to all parties who have been furnished the RFP for bidding purposes. Addenda will be numbered consecutively as a suffix to the RFP Reference Number.

Addenda will be posted electronically ONLY on the Procurement page of the University website: <http://www.csufresno.edu/purchasing/purchasing/business/bidoppor.shtml> listed under the heading "Fresno State Bids".

### **Questions and Inquiries**

**Any questions, interpretations, or clarifications, either administrative or technical about this RFP must be requested in writing.** Copies of all written questions and University responses will be provided via electronic addenda to all known bidders who received an RFP. The deadline for submission of written questions is June 8, 2011. Please direct all questions to:

Virginia Mathew, Buyer II  
Procurement & Support Services Office  
California State University, Fresno  
5150 N. Maple Avenue M/S JA 111  
Joyal Administration, Room 148  
Fresno, CA 93740  
Email: [vmathew@csufresno.edu](mailto:vmathew@csufresno.edu)

### **Ordering Procedures**

Requirements for service will be placed by Art Gonzalez (or his designee) of the Plant Operations Department only. Each request will indicate the estimated number of work hours, work schedule, and the estimated total cost.

Requests may be placed verbally if the circumstances warrant such action, but the requirement must be confirmed in writing at the earliest possible time.

### **Disabled Veteran Business Participation**

In accordance with state law and consistent with the Trustees of the CSU Policy to utilize Disabled Veteran Business Enterprise (DVBE) in contracting to the maximum extent possible, a participation goal of 3% for disabled veteran business enterprise participation (3% of the contract bid price), has been set.

The bidder is required to either meet the goals or make a good faith effort to meet the DVBE participation goals. In awarding the contract, CSU will consider the proposer's responsiveness to the DVBE goal and good faith effort, and will award the contract to the highest scored and responsible bidder. No bidder will be awarded a contract unless bidder has either met the goals or made a good faith effort to meet the goals (see Attachment 4.)

### Small Business Preference

In accordance with Section 14835 et seq. of the California Government Code, certified small businesses approved by the California Department of General Services, Office of Small and DVBE Services (OSDS) are given a 5% bid preference at the time of bid evaluations. Bid preferences may not exceed \$50,000 for any bid. Information regarding qualification as a Small Business can be obtained from the Office of Small & DVBE Certification (OSDC), 707 Third Street, 1<sup>st</sup> Floor, Room 400, West Sacramento, California 95798-9052. Information can also be obtained by calling 916.375.490 or visiting <http://www.pd.dgs.ca.gov/smbus/default.htm>.

Or, if your firm is a Non-Small Business and wishes to claim the small business preference, you must complete and sign the "Small Business Preference and Certification Request" form which commits you to subcontract at least 25% of the net bid price with one or more certified small business(es).

### Proposed Timetable for RFP

The University does not guarantee the schedule as noted herein, and reserves the right to modify this schedule to effectively meet its needs.

<u>Date:</u>	<u>Event:</u>
May 31, 2011	Issue Request for Proposal
June 6, 2011	Pre-bid conference
June 8, 2011	Deadline to submit questions
June 14, 2011, 2:00 P.M.	Proposal Due Date & Time
June 15 - 16, 2011	Evaluations and Interviews (approximate)
June 17, 2011	Notification of Selected Firm (approximate)
June 22, 2011	Execute Agreement (approximate)

### Proposed Contract Periods

Proposed contract periods shall coincide with the State of California fiscal year from July 1 through June 30. Proposed escalation percentages will be allowed for third, fourth, and fifth contract periods only. Cost to remain firm for first and second contract periods. See Cost Proposal page.

First period	Date of Award (July 1, 2011) -- June 30, 2012 (no escalation)
Second period	July 1, 2012 -- June 30, 2013 (no escalation)
Third period	July 1, 2013 -- June 30, 2014 (maximum escalation cap of 3%)
Fourth period	July 1, 2014 -- June 30, 2015 (maximum escalation cap of 3%)
Fifth period	July 1, 2015 -- June 30, 2016 (maximum escalation cap of 3%)

### Delivery of Proposals

Proposals will only be accepted on or before the date and time indicated on the cover page. **Proposals must be in a sealed envelope or box and labeled: RFP #86509 - Temporary Employee Services - Custodial.** One unbound original and four (4) copies of the proposal shall be delivered to:

Procurement and Support Services  
California State University, Fresno  
5150 N. Maple Avenue M/S JA 111  
Joyal Administration, Room 148  
Fresno, CA 93740-8026

Delays due to the manner used to transmit the proposal including delays occasioned by the internal mailing system at the University will be the responsibility of the Proposer. Likewise, delays due to inaccurate directions given, even if by Procurement staff, shall be the responsibility of the Proposer. The Proposal must be complete and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. Sealed, written responses must be received by Procurement and Support Services before the date, time, and at the location

indicated above, for the Proposal Submission. Submittal of response by fax is not acceptable. The dates up to and including the "Proposal Submission" date, may be adjusted upon advance written notice. Dates after the receipt of proposals may be adjusted without written notice.

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind and will be rejected if any such defect or irregularity could have materially affected the quality of the proposal. Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, may be rejected. If in the opinion of the University such information was intended to mislead the University in its evaluation of the proposal and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Proposer shall also be without ambiguity and with adequate elaboration where necessary for clear understanding.

The Bidder agrees that in case of discrepancy between the unit price and the extension set forth for the item, the unit price shall prevail; however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, the amount set forth in the "Extension" column shall be divided by the quantity for the item and the price thus obtained shall be the unit price. In case of discrepancy between the totals shown on the bid form and the actual sum of the item totals, the actual sum of all item totals shall prevail.

A proposal may be withdrawn after its submission by written or facsimile invitation signed by the Proposer or authorized representative, prior to the date and time specified for proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the University.

It shall be Proposer's responsibility to examine all specifications, and instructions.

In the event a Proposer believes that the University's proposal 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, fax, letter, or visit, immediately upon receipt of the proposal solicitation, in order that the matter may be fully considered and appropriate action taken by the University prior to the closing time set for proposals.

The University reserves the right to reject any or all proposals, and to waive informalities and/or minor irregularities it deems appropriate in proposals received.

This proposal does not obligate University to enter into an Agreement. University retains the right to cancel this RFP at any time, should the project be canceled, funding is withdrawn or it is deemed in the best interest of the University. No obligation either expressed or implied, exists on the part of University to make an award or to pay any cost incurred in the preparation or submission of a proposal.

Proposals become the property of University and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award. University reserves the right to make use of any information of idea contained in the proposal.

All materials, ideas and formats submitted in response to this RFP will become the property of the University on receipt and may be returned only at the University's option and at the Proposer's expense. One copy shall be retained for official files.

Proposer must notify University in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. University shall

have sole discretion to disclose such material subject to any protective order which contractor may obtain.

If a proposal is accepted, the contractor shall not issue any news releases or other statements pertaining to the award or servicing of the contract that states or implies University endorsement of contractor's products or services without written prior written permission by the University.

University encourages potential respondents to resolve issues regarding the requirements or the procurement process through written correspondence and discussions. The University wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Respondents filing a protest must do so within twenty-four hours after notice of intent to award. The protesting Proposer shall submit a full and complete written statement detailing the facts in support of the protest. Protest must be sent by certified or registered mail or delivered in person to the delivery location listed on the title page. Within ten calendar days of receipt of the written statement of protest, the University will provide a decision on the matter. The decision will be in writing and sent by certified or registered mail or delivered in person to the protesting respondent. The decision of University is final.

No bids will be entertained from a person, firm or corporation who has not been licensed to do business in California in accordance with the provision of the State Business and Professional Code.

#### **Contract Documents**

Contract documents will consist of the University Standard Agreement. In the event of a conflict between documents, the following order of precedence shall apply:

- (a) The University Standard Agreement, including all Terms and Conditions.
- (b) University Request for Proposal
- (c) Contractor's Proposal

#### **Execution of the Contract**

The contract shall be signed by the Proposer and returned, along with the required attachments, including insurance certificate, to California State University, Fresno within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate California State University, Fresno officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

#### **Failure to execute the Contract**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, California State University, Fresno may award the contract to the next qualified highest ranked Proposer.

#### **Employee Dishonesty / Fidelity Insurance**

Successful Bidder shall be responsible for providing Employee Dishonesty / Fidelity Insurance coverage for a minimum of \$50,000. The insurance policy shall contain an endorsement indemnifying the University in the event that the dishonesty of an employee of the Contractor results in loss to the University, its officers, agents, personnel or students.

## SECTION C: EVALUATION FACTORS AND BASIS OF AWARD

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### Evaluation Method

All proposals shall be reviewed to verify that the Proposer has met the minimum requirements. Proposals that have not complied with requirements or do not meet minimum content and quality standards will be eliminated from further consideration.

All qualified proposals will be reviewed and evaluated by an evaluation committee comprised of California State University, Fresno personnel. Award will be made to the Proposer whose proposal is deemed to be in the best interest of the University. Any award made is subject to a signed Contract. If a Contract between the Proposer and the University cannot be negotiated and consummated in a timely fashion to the University's satisfaction, the award may be withdrawn. The University reserves the right to withdraw the award at any time for any reason during the Contract negotiation process. Any changes to the Contract must be mutually agreed to in writing by the Proposer and University. In the event the successful Proposer does not execute the Contract as required, the award of the Contract may then be offered to another Proposer or the University may decide to solicit new Proposals.

Proposer's specialized knowledge, expertise, experience, customer references, and cost proposal will be used to judge the proposal. Proposers will be judged on their level of expertise and capabilities demonstrated by the answers provided in their proposal, the Proposer's customer references, and comments from other sources that the evaluation committee determines to be familiar with the Proposer's performance history.

The University reserves the right to award on an all-or-nothing basis or make split awards.

### Evaluation Criteria

The Agreement award, resulting from this RFP, shall be based on a combination of factors as determined to be in the best interests of the University, and will be weighted/scored based on:

Proposal Evaluation Criteria – (listed in relative order of importance)

- A. Method of Approach (50 points)
- B. Qualifications & Experience (30 points)
- C. Price Proposal (20 points)

Requirements Specific to Evaluation Criteria: The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain, at a minimum, responses to the following:

#### A. METHOD OF APPROACH (50 Points)

- 1. Describe the business practices your organization follows to establish and maintain a continuing successful working relationship. (5 points)
- 2. Describe your recruiting, screening, **form of background checks**, testing, and interview procedures. (20 points)
- 3. Describe your average response time on filling orders. Provide your hours of business. (5 points)
- 4. Describe your organization's business processes used to retain your pool of temporary employees (specifically address the subject of the agency's conducting thorough reference and criminal background checks in order to provide the University satisfactory level of assurance that temporary employees are suitable to be employed in a governmental service agency). (5 points)
- 5. Provide your process and/or policy regarding replacing a temporary employee (e.g., temporary employee calls in sick, doesn't show up, has personality conflicts, is lacking necessary skills, etc.). (5 points)
- 6. Indicate whether your agency will be able to provide the Plant Operations Department with customized billing to accommodate the following: invoice to include temporary employee's reporting manager, one invoice per temporary

employee, and provision of two copies of invoice mailed directly to the Plant Operations Department contact person. (5 points)

7. a) Provide written documentation that shows that all temporary employees provided through your agency will be considered your agency's employees, and that your agency will be responsible for maintaining, at all times, suitable workers' compensation insurance and all payroll taxes covering each person whose services you provide to the University.
- b) Provide what, if any, health benefits are provided to your temporary employees. List any additional benefits provided.
- c) Provide your policy of overtime pay, vacation, and holidays for temporary employees. (5 points)

**B. QUALIFICATIONS & EXPERIENCE (30 Points)**

1. Describe the number of employees in your temporary agency; include their individual bios and their methodology used to fill an order. (10 points)
2. Describe your ability and success rate at placing long-term temporary assignments. Bidder to provide contract buy-out information and policy in the event the University wants to hire a temporary employee on a permanent basis. (10 points)
3. Describe the types of positions you most commonly fill and their corresponding hourly pay rates. Listed on Page 4 is the description for our Custodial Qualification Requirements for temporary positions – how successful do you think your agency would be in filling these orders? (10 points)

**C. COST PROPOSAL (20 Points)**

Provide an hourly billing rate on Cost Proposal Page. Evaluation will be based on Total Bid Amount. (20 points)

Interviews: The University reserves the right to conduct interviews with all or some of the offerors at any point during the evaluation process. However, the University may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

Additional Investigations: The University reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

Multiple Awards: To provide adequate contract coverage, multiple awards may be made.

The University will use the above Criteria to determine the award to the most responsive and responsible proposer(s). The University reserves the right to further negotiate the terms and conditions of the contract after evaluating the proposals and discussing them further with the selected contractor(s).

Proposers whose proposals include a significant failure to comply with these Specifications will be dropped from the evaluation process.

**References / Reference Checks**

Supplier reference checks shall be made and evaluated for qualification purposes only to determine if Supplier is responsive.

To warrant consideration for an Agreement award, Bidder must provide a reference list of three (3) clients similar to the University in size and scope who have used same and/or similar temporary employee services. The references will be used as a baseline in consideration of Bidder's delivery of quality service.

**Rejection of Offers / Rejection of Bids**

The University shall reject any and all non-responsive bids, and may reject a bid submitted by any party who is or has been delinquent or unfaithful in any previous Agreement with the

University. The University reserves the right to re-solicit information or proposals, and further reserves the right to issue a partial award or not to issue under this solicitation.

The University reserves the right to negotiate minor exceptions, irregularities, or errors submitted by the Supplier within their RFP response. These errors may be corrected by the Supplier involved provided that, in the judgment of the University management or designee, such action will not negate fair competition and will allow for the proper comparative evaluations of all bids submitted.

If this solicitation does not result in the University obtaining reasonable prices in the sole opinion of the University when considering the total acquisition cost of said services, or for any reason deemed not to be in the best interest of the University, or otherwise, the University may reject all proposals. The University shall be the sole judge in the determination of price reasonableness pertaining to this RFP and subsequent Agreement award.

In the event the Agreement is terminated for breach of Agreement within ninety (90) days of the effective date, the University reserves the right to award the remaining balance of the Agreement period to the next lowest Bidder considered responsive and responsible to this solicitation, based on said premise to be in the best interests of the University.

Disqualification of a Respondent includes, but is not limited to, the following:

- (a) Misrepresentation and/or omission of facts in Respondent's submittal, or in any other communication from Respondent in conjunction with this submittal request;
- (b) Submission of a bid response that deviates from an acceptable range of credible proposals and/or quotes, placing the Bidder excessively high or low and indicating lack of understanding of Agreement performance and requirements which the Bidder cannot substantiate, possibly indicating inability to perform as specified; (c) evidence of collusion among the respondents.

The Agreement will not be awarded to any Supplier, person, company, or corporation that has failed to perform in a satisfactory or faithful manner on any previous Agreement or purchase order with the University. The University shall be the exclusive judge on whether or not Supplier has failed to perform or faithfully execute a previous California State University Agreement and/or purchase order.

**Offer / Acceptance Period**

Offers submitted for all items specified herein shall remain valid for at least ninety (90) days from the closing date for the receipt of submittals.

## SECTION D:

## SUBMITTAL REQUESTS

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### Preparation of Proposals

It shall be the Respondent's responsibility to examine all specifications and instructions. In the event of a discrepancy between the unit price and the extension set forth for any item, the unit price shall prevail.

### Submittal Format

Bid responses shall be returned with (1) unbound original and four (4) copies. Each bid response shall contain a cover letter, table of contents, and bid responses tabbed and divided with the corresponding exhibits listed below. Bidder must complete and return all specified exhibits and attachments as identified below.

- Proposal Checklist (Exhibit A)
- Signature Page (Exhibit B)
- Method of Approach (Exhibit C)
- Qualifications & Experience (Exhibit D)
- Cost Proposal (Exhibit E)
- Customer References (Exhibit F)
- Noncollusion Affidavit (Exhibit G)
- Additional Submittals (Exhibits 1-3 identified below)

**Proposals that do not include all required exhibits will be deemed non-responsive.**

### Cover Letter

The cover letter should include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should include a brief summary of Proposers' qualifications and Proposers' willingness to enter into a contract under the terms and conditions prescribed by the State of California. The letter should be signed by an individual who can bind the Proposer contractually.

### Bidder's RFP Exception

Description of the proposed services shall be provided in sufficient detail to indicate Supplier's compliance or noncompliance with all University requirements of the RFP, Attachment(s), Amendment(s), Exhibit(s) and/or Revision(s). In the absence of such description, Bidder's submittal response shall be deemed not to contain deviation or exception and shall be accepted as if in strict compliance with the terms and conditions and specifications set forth by the University in the context of this solicitation.

### Bid Offer Expiration

Maximum pricing must be submitted for all items specified herein and remain binding for a period of at least ninety (90) days from the closing date for the receipt of submittals.

### Additional Submittals

To be compliant with the administrative requirement of this RFP, the following information shall be submitted as part of this proposal:

- (1) Vendor Data Record: In accordance with the rules and regulations of the California Franchise Tax Board, all suppliers doing business with State agencies are required to submit a completed STD Form 204 (Exhibit 1).
- (2) Drug-Free Workplace Certification must be completed by Respondents, and submitted with this proposal, using the attached Form STD 21 (Exhibit 2).
- (3) Small Business Preference and Certification Request, if applicable (Exhibit 3).

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### Proposal Checklist

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Included	Item
<input type="checkbox"/>	Proposal Checklist (Exhibit A)
<input type="checkbox"/>	Signature Page (Exhibit B)
<input type="checkbox"/>	Method of Approach (Exhibit C)
<input type="checkbox"/>	Qualifications and Experience (Exhibit D)
<input type="checkbox"/>	Cost Proposal (Exhibit E)
<input type="checkbox"/>	Customer References (Exhibit F)
<input type="checkbox"/>	Non-collusion Affidavit (Exhibit G)
<input type="checkbox"/>	Attachments 1-3 Vendor Data Form, STD Form 204 (Exhibit 1) Drug-Free Workplace Certification, STD Form 21 (Exhibit 2) Small Business Preference (Exhibit 3)

THE CALIFORNIA STATE UNIVERSITY

PROPOSAL FORM SIGNATURE PAGE

RFP # 86509

The undersigned bidder hereby submits this bid and agrees to the terms and conditions thereof:

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

A. If bidder is an individual proprietorship:

\_\_\_\_\_

(Name of Firm)

\_\_\_\_\_

(Postal Address of Firm)

(Signature of Individual)\*\*

(Phone Number)

B. If bidder is a partnership:

\_\_\_\_\_

(Name of Firm)

\_\_\_\_\_

(Postal Address of Firm)

(Signatures)\*\*

(Phone Number)

C. If bidder is a corporation:

\_\_\_\_\_

(Name of Corporation)

\_\_\_\_\_

(Postal Address of Principal Office of Corporation)

\_\_\_\_\_

(Signature of Person Who Signs for Corporation)\*\*\*

(Title of Person Who Signs Above)\*\*

(State of Incorporation)

(Phone Number)

D. If bidder is a joint venture:       Check here.

An affidavit of joint venture must be filed prior to bid opening as provided in Article 2.02 of the Contract General Conditions. Each member of the joint venture should fill in the above information corresponding to the member's type of business organization. If the joint venture has more than one of the same types of business organizations, additional pages containing the required information and signatures should be added and attached to this proposal form. Any such attachments are a part of this proposal form.

\*\* If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Trustees before bid opening or be submitted with this bid.

\*\*\* A certified copy of corporate board action authorizing execution of this contract must be submitted on forms prescribed by the Trustees.

**Method of Approach**

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Page intentionally left blank  
Proposer to insert response

**Qualifications & Experience**

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Page intentionally left blank  
Proposer to insert response



### Customer References

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Please list three (3) client references similar to the University in size and scope who are currently utilizing temporary services from your firm:

**Reference # 1:**

Company Name	Contact Name (Last, First)	Title
( )	( )	
Telephone #	Fax #	
Email address	Number of years as customer	

**Reference # 2:**

Company Name	Contact Name (Last, First)	Title
( )	( )	
Telephone #	Fax #	
Email address	Number of years as customer	

**Reference # 3:**

Company Name	Contact Name (Last, First)	Title
( )	( )	
Telephone #	Fax #	
Email address	Number of years as customer	

**THE CALIFORNIA STATE UNIVERSITY**

**NONCOLLUSION AFFIDAVIT**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR**

**RFP # 86509**

\_\_\_\_\_, being first duly sworn,  
deposes and says that he or she is \_\_\_\_\_  
of \_\_\_\_\_ the party making the foregoing bid that the bid is not  
made in the interest of, or on behalf of, any undisclosed person, partnership, company,  
association, organization, or corporation; that the bid is genuine and not collusive or sham;  
that the bidder has not directly or indirectly induced or solicited any other bidder to put in a  
false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed  
with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from  
bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement,  
communication, or conference with anyone to fix the bid price of the bidder or any other  
bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other  
bidder, or to secure any advantage against the public body awarding the contract of anyone  
interested in the proposed contract; that all statements contained in the bid are true; and,  
further, that the bidder has not, directly or indirectly, submitted his or her bid price or any  
breakdown thereof, or the contents thereof, or divulged information or data relative thereto,  
or paid, and will not pay, any fee to any corporation, partnership, company association,  
organization, bid depository, or to any member or agent thereof to effectuate a collusive or  
sham bid.

\_\_\_\_\_  
Signature

Construction Mgmt.  
J701.05 • 6/99

## **SECTION F: ATTACHMENTS**

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The following forms must be completed and returned  
or your bid will be considered non-responsive

Vendor Data Form, STD Form 204 (Exhibit 1)

Drug-Free Workplace Certification, STD Form 21 (Exhibit 2)

Small Business Preference (Exhibit 3)

State of California <b>PAYEE DATA RECORD</b>		Payee # <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></span>
(Required when receiving payment from the State of California in lieu of IRS W-9) <span style="float: right;">↑ California State University, Fresno Use Only ↑</span>		
STD. 204 (REV. 7-04) NOTE: Governmental entities, federal, state, and local (including public school districts) are not required to submit this form.		
<b>1</b>	DEPARTMENT/OFFICE CALIFORNIA STATE UNIVERSITY, FRESNO STREET ADDRESS 5150 N MAPLE AVE M/S JA58 CITY, STATE, ZIP CODE FRESNO CA 93740-8026 TELEPHONE NUMBER (559) 278-6810	PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. (See Privacy Statement on reverse)
PLEASE RETURN TO: → → → →		
<b>2</b>	PAYEE'S BUSINESS NAME (Type or Print)	Payee PHONE NUMBER (     )     -
SOLE PROPRIETOR - ENTER OWNER'S FULL NAME HERE (Last, First, M.I.)		
MAILING ADDRESS (Number and Street or P.O. Box #)		
(City, State and Zip Code)		*EMAIL ADDRESS
<b>3</b>	<input type="checkbox"/> MEDICAL CORPORATION (Including dentistry, (Podiatry, psychotherapy, optometry, chiropractic, etc.) <input type="checkbox"/> EXEMPT CORPORATION (Nonprofit) <input type="checkbox"/> ALL OTHER CORPORATIONS <input type="checkbox"/> LEGAL (e.g., attorney services)	<input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR (Must provide Social Security #)
PAYEE ENTITY TYPE	NOTE -Government entities - CSU Fresno employees are <u>not</u> required to submit this form.	
<b>4</b>	SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF REVENUE AND TAXATION CODE SECTION 18646 (See reverse)	NOTE Payment will not be processed without an accompanying taxpayer I.D. number.
PAYEE'S TAXPAYER I.D. NUMBER	FEDERAL EMPLOYERS IDENTIFICATION (FEIN) [ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ] IF PAYEE ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN.	SOCIAL SECURITY NUMBER / ITIN [ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ][ ][ ] IF PAYEE ENTITY TYPE IS INDIVIDUAL OR SOLE PROPRIETOR, ENTER SSN. ITIN / SSN IF RESIDENT OF FOREIGN COUNTRY
<b>5</b>	Federal Income Tax Withholding Status (Applies to Individuals Only) : I Am A US Citizen OR I Am A Permanent Resident Alien <input type="checkbox"/> Yes <input type="checkbox"/> No *If No box is checked, email address is required. See number 2 above.	NOTE: Prior to making payments to foreign citizens, United States tax laws require all employers to perform a tax analysis with respect to country of citizenship to determine residency for Federal tax purposes. (Please See reverse)
PAYEE RESIDENCY DECLARATION For Tax Purposes  All Payments Made By The University Are Subject To Federal and California State Tax Laws	California State Tax Withholding Status (Applies to All Vendors) : <input type="checkbox"/> California Resident Qualified to do business in CA or have a permanent place of business in CA. <input type="checkbox"/> California Nonresident (See Reverse). Payments to CA nonresidents may be subject to state taxes. <input type="checkbox"/> Walver of state tax withholding from California Franchise Tax Board attached <input type="checkbox"/> Services performed OUTSIDE of California.	NOTE: An estate is a resident if decedent was a California resident at time of death. A trust is resident if one or more trustees are CA residents. Rules for assessing State taxes differ significantly from Federal tax rules. (Please See reverse)
<b>6</b>	I hereby certify under penalty of perjury under the laws of the State of California that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.	
CERTIFYING SIGNATURE	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (PRINT)	TITLE
SIGNATURE	DATE	TELEPHONE NUMBER

(See reverse)

STATE OF CALIFORNIA  
**PAYEE DATA RECORD**  
 STD. 204 (REV. 7-04) (CSUFRESNO REV. 7-04)

**ARE YOU A RESIDENT OR NONRESIDENT?**

Each corporation, individual/sole proprietor, partnership, estate, or trust doing business with the State of California must indicate residency status along with their vendor identification number.

A **corporation** if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individual/sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

U.S. (Toll-Free), call 1-888-792-4900  
 Phone, call 1-916-845-4900  
 For hearing impaired with TDD, call 1-800-822-6268  
 E-mail Address: [wscs.gen@ftb.ca.gov](mailto:wscs.gen@ftb.ca.gov)  
 Website: [www.ftb.ca.gov](http://www.ftb.ca.gov)

**ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?**

Payments made to nonresident payees including corporations, individuals, partnerships, estates and trusts are subject to income tax withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no California tax withholding is required if total payments to the vendor are \$1,500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board  
 Withhold at Source Unit  
 Attention: State Agency Withholding Coordinator  
 P.O. Box 651  
 Sacramento, CA 95812-0651  
 Telephone: (916) 845-4900  
 Fax: (916) 845-9512

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

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**FOREIGN CITIZENS and FOREIGN BUSINESSES**

Federal tax withholding regulations differ significantly from California tax withholding requirements. A tax analysis consultation and additional forms must be completed before a payment can be released.

**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) as required by Revenue and Taxation Code Section 18646, to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by Internal Revenue Code Section 6109(a). The TIN for Individuals and sole proprietorships is their Social Security Number (SSN).

**It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties up to \$20,000.**

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in section 1.

**Payee Data Record Supplement  
Conflict of Interest, DVBE and SB**

\_\_\_\_\_  
Payee's Business Name

\_\_\_\_\_  
Payee Phone Number

\_\_\_\_\_  
Corporate, Partnership, or Sole Proprietor—Enter Owner(s) Full Name Here (Last, First, M.I.)

\_\_\_\_\_  
Mailing Address (Number and Street or P.O. Box #)

\_\_\_\_\_  
(City, State and Zip Code)

**Conflict of Interest**

Read Fresno State's Conflict of Interest policy for definitions of substantial interest, employees and relatives at <http://www.csufresno.edu/humres/coi/index.shtml>

Do any California State University, Fresno (Fresno State) employees have a substantial interest in your business? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, then, please list the name of all Fresno State employees that have a substantial interest and their relationship to the business or employees in the business:

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

**Small Business**

Fresno State's goal is to spend at least 25% of overall annual contract dollars with Small Businesses.

Is your company a State of California Certified Small Business (SB)?

Yes \_\_\_\_\_ No \_\_\_\_\_, If yes, Certification Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

**Disabled Veteran Business Enterprise**

Fresno State's goal is to spend at least 3% of overall annual contract dollars with Disabled Veteran Business Enterprises.

Is your company a State of California Certified Disabled Veteran Business Enterprise (DVBE)?

Yes \_\_\_\_\_ No \_\_\_\_\_, If yes, Certification Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

For certification requirements for SB and DVBE, please go to the State of California's website at:  
<http://www.pd.dgs.ca.gov/smbus/default.htm>

I hereby certify under penalty of perjury under the laws of the State of California that the information provided on this document is true and correct.

\_\_\_\_\_  
Authorized Representative Name (print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF CALIFORNIA  
**DRUG-FREE WORKPLACE CERTIFICATION**  
 STD. 21 (REV. 12-93)

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized/Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. 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, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_  
(date)  
 (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

Large     Small     Government Agency     Non-Profit Organization  
 OSMB-Certified\* -- Certification No.: \_\_\_\_\_  
 Disabled Veteran - DVBE -- Certification No.: \_\_\_\_\_

\*NOTE: Bidders desiring to claim this preference must submit a copy of their OSMB Small Business Certification approval letter with their proposal.

**THE CALIFORNIA STATE UNIVERSITY  
SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST**

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

Project No. \_\_\_\_\_ Project Name \_\_\_\_\_

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

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

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

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

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

**IMPORTANT NOTICE (Read before signing)**

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

\_\_\_\_\_  
Legal Name Style of Bidder(s)

\_\_\_\_\_  
Signature of Bidder \_\_\_\_\_ Date

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

\_\_\_\_\_  
Name of Firm

Is Firm Above a Listed Subcontractor? \_\_\_\_\_ Yes \_\_\_\_\_ No Percentage \_\_\_\_\_

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

