

**Supplementary General Conditions to
Contract General Conditions for Design-Bid-Build (Major Capital Outlay) Projects
(for Projects Less than \$5,000,000)
and Projects Using Federal Funds**

•1.00 Definitions

Add the following definitions:

Acceptance – When the Project has been completed in all respects in accordance with the Plans and Specifications, and the Contract has been otherwise fully performed by the Contractor, to the full satisfaction of the Trustees, the Trustees will accept the Project as complete.

Business Day – Calendar day excluding Saturdays, Sundays, national holidays or state holidays; same as Working Day

Contract Amount – The amount of compensation stated in the Agreement for the performance of the Work, as adjusted by Change Order.

Day – Unless otherwise indicated herein, day is a calendar day.

Working Day – Calendar day excluding Saturdays, Sundays, national holidays or state holidays; same as Business Day

Delete the definition for Executive Dean and replace it with the following definition:

Executive Facilities Officer – University official who oversees the capital outlay process.

•2.02 Competence of Bidders, subsection b, Prequalification Rating

1st paragraph, delete last sentence and replace with the following:

The completed forms must be filed ten business days prior to the date for opening bids and approved not less than one business day prior to the date set for opening bids.

2nd paragraph, delete last sentence and replace with the following:

Bidders may also download prequalification forms (703.11) from the Internet at: http://www.calstate.edu/cpdc/cm/contractor_prequal_bidders.shtml (Public Contract Code sections 10760-10763).

4th paragraph, delete last sentence and replace with the following:

Each party to the joint venture must be prequalified, as provided herein, at least one business day before the time set for opening bids.

2.05 Clarification During Bidding

Add new paragraph to the end of this section.

The Bidder is required to acknowledge each addendum on the Bid Proposal Form. Therefore, Bidder is responsible for assuring receipt of all addenda. Bidder shall confirm all addenda with designated Trustees' official 24 hours prior to bid opening.

•2.06 Bidding Documents, subsection b, Listing of Proposed Subcontractors, delete and replace with the following:

- b. Listing of Proposed Subcontractors. Bidders shall list on each bid proposal the name and location of the place of business of each subcontractor under proposed subcontract to the Contractor that will perform Work or labor or render services for the Contractor in excess of one-half of one percent of the Contractor's total bid. Bidders shall also state on the proposal the portion of Work or labor or rendition of services that each such subcontractor will do. For each alternative Bidder shall list any subcontractor not included in the base contract work subcontractor listing. Within 24 hours after the deadline established for the receipt of bids, the Bidders must submit a completed List of Subcontractors—Additional Information form, which contains more detailed information, such as complete subcontractor names and addresses, telephone numbers, license numbers, etc. (Public Contract Code sections 4104, 4105 and 4106).

- (1) Non-small Business Bidders Claiming the Small Business Preference. If a Non-small Business Bidder claims the small business preference, the proposal shall list all subcontractors certified as California small businesses, and the total of these subcontracts shall be at least 25% of the total bid price, including awarded alternatives.
- (2) Disabled Veteran Business Enterprises (DVBE) Participation Requirement. Bidder shall list on its bid proposal the dollar amount of DVBE participation by each listed subcontractor, and the total of these amounts shall equal at least three (3) percent of the total bid price, including awarded alternatives. For each alternative Bidder shall list any subcontractor not included in the base contract work subcontractor listing and the dollar amount of DVBE participation by each subcontractor listed for work to be performed on the alternative. The Trustees shall grant the DVBE Bid Incentive, if the total amount of DVBE participation shall equal at least the incentive percentage of the total bid price, including awarded alternatives.
- (3) List of Subcontractors—Additional Information Form. Bidders shall submit the List of Subcontractors—Additional Information form, within 24 hours after the deadline established for the receipt of bids. Bidders shall indicate on this form the dollar amount of each small business (if the Bidder claimed the non-small business bid preference) and each DVBE participating in its bid.

●2.08 Competitive Bidding

Delete first paragraph and replace with the following:

If more than one bid proposal is offered by an individual or business entity or combination thereof, under the same or different names, all such bid proposals may be rejected, or the Trustees may accept the lower proposal. A party who has quoted prices on materials or work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or work.

●2.11 Small Business Five Percent Bid Advantage, subsection b, Preference for Non-small Businesses

Add the following paragraph at the end of subsection b.

The Trustees will impose a penalty to any non-small business who receives the small business preference and does not contract 25% of its net bid price to California certified small businesses and/or micro businesses. The imposed penalty will be no more than two times the amount of the bid preference received. For example, if the contractor received a bid preference of \$49,000, and does not contract 25% of its net bid price with certified small businesses and/or micro businesses, then the Trustees will assess a penalty to be forfeited by the Contractor of \$98,000.

●2.13 Disabled Veteran Business Enterprise Participation Requirement and Incentive

Delete and replace with the following:

2.13 Disabled Veteran Business Enterprise Participation Requirement and Incentive

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

Bidder/Contractor understands and agrees that the DVBE subcontractor(s) identified in the bid may only be replaced by another DVBE subcontractor, and the substitution must be approved by the Trustees and the Department of General Services (DGS). Trustees will document changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid by contract change order, and will provide their decision on DVBE substitutions in writing via the subcontractor substitution process per Public Contract Code section 4100.

Failure of Bidder/Contractor to seek substitution and adhere to the DVBE participation level identified in its bid may be cause for Contract termination, recovery of damages under rights and remedies due the State, and penalties as outlined in Military and Veterans Code section 999.9 and Public Contract Code section 10115.10 or section 4110.

a. Special Definitions

- (1) "Disabled veteran" as used herein, means a veteran of the military, naval or air service of the United States with at least a ten (10) percent service-connected disability and who is domiciled in the State of California.
- (2) "Disabled veteran business enterprise contractor, subcontractor, or supplier" means any person or entity that has been certified by the Office of Small Business & DVBE Services and that performs a

“commercially useful function,” as defined below, in providing services or goods that contribute to the fulfillment of the contract requirements:

- (a) A person or an entity is deemed to perform a “commercially useful function” if a person or entity does all of the following:
 - (i) (A) Is responsible for the execution of a distinct element of the Work of the contract;
 - (B) Carries out the obligation by actually performing, managing, or supervising the Work involved;
 - (C) Performs Work that is normal for its business services and functions.
 - (ii) Is not further subcontracting a portion of the Work that is greater than that expected to be subcontracted by normal industry practices.
 - (b) A contractor, subcontractor, or supplier will not be considered to perform a “commercially useful function” if the contractor’s, subcontractor’s, or supplier’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.
 - (c) Equipment Brokers
 - (i) A DVBE that rents equipment to the Trustees shall be deemed to be an equipment broker, provided one or more disabled veterans have 51-percent ownership of the quantity and the value of each piece of equipment. If the equipment is owned by one or more disabled veterans, each disabled veteran owner shall, prior to performance under any contract, submit to the Trustees a declaration signed by the disabled veteran owner stating that the owner is a disabled veteran and providing the name, address, telephone number, and tax identification number of the disabled veteran owner.
 - (ii) A DVBE that rents equipment to the Trustees shall, prior to performing the contract, submit to the Trustees a declaration signed by each disabled veteran owner and manager of the enterprise stating that the enterprise obtained the contract by representing that the enterprise was a DVBE meeting and maintaining all of the requirements of a DVBE. The declaration shall include the name, address, telephone number, and tax identification number of the owner of each piece of equipment identified in the contract.
 - (iii) State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent goal.
 - (iv) A DVBE that is a broker or agent and that obtains a contract pursuant to these provisions shall, prior to performing the contract, disclose to the Trustees that the business is a broker or agent. The disclosure shall be made in a declaration signed and executed by each disabled veteran owner and manager of the enterprise, declaring that the enterprise is a broker or agent, and identifying the name, address, and telephone number of the principal for whom the enterprise is acting as a broker or agent.
- (3) (a) DVBE as used herein, means a business concern certified by the Office of Small Business & DVBE Services as meeting all of the following:
- (i) The business is at least 51 percent owned by one or more disabled veterans, or in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary that is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture’s management and control and earnings are held by one or more disabled veterans.
 - (ii) One or more disabled veterans manage and control the daily business operations. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business concern.
 - (iii) A sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm or other foreign-based business.
- (b) Notwithstanding subdivision (3)(a), after the death or the certification of a permanent medical disability of a disabled veteran who is a majority owner of a business that qualified as a DVBE prior to that death or certification of a permanent disability, and solely for purposes of any contract entered into before that death or certification, that business shall be deemed to be a DVBE for a period not to exceed three years after the date of that death or certification of a permanent medical disability, if the business is inherited or controlled by the spouse or child of that majority owner, or by both of those persons.

- b. **Participation Requirement.** In order to satisfy and be responsive to this requirement, the Bidder must meet the three (3) percent DVBE Participation requirement, which is attained when:
- (1) The Bidder is not a DVBE and is committed to use DVBE subcontractors for not less than three (3) percent of the Contract dollar amount (including alternatives); or
 - (2) The Bidder is a DVBE and is committed to performing not less than three (3) percent of the Contract dollar amount (including alternatives) with its own forces or in combination with those of other DVBEs.
- c. **Documentation Requirements.** The Bidder must document its satisfaction of the DVBE participation requirement. Final determination of DVBE Participation by the Bidder shall be at the Trustees' sole discretion.
- (1) **Required Documentation.** In addition to documentation submitted with the bid, the DVBE documentation forms that must be completed are as follows, and instructions for completing the required forms correctly are included to assist the Bidder.
 - (a) **DVBE Transmittal Form.** Bidders must fill out the DVBE transmittal form as a cover sheet to the required documents, attach and submit it and the additional required documentation. All requested DVBE documentation must be completed on the forms provided and submitted with the DVBE Transmittal Form.
 - (b) **Summary of Disabled Veteran Owned Business Participation (Attachment 1).** Summary of Disabled Veteran Owned Business Participation, Attachment 1, must be completed showing the type of Work and company proposed for DVBE participation, their subcontractors (if any), and other related information. Complete the form providing the information as follows:
 - (i) **Company Name:** List the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, its name must also be listed to receive participation credit.
 - (ii) **Nature of Work:** Identify the proposed Work or service to be provided by the listed company.
 - (iii) **Contracting With:** List the name of the party with which the company listed is contracting.
 - (iv) **Tier:** Identify the contracting tier using the following level designations:
 0=Prime contractor;
 1=First tier subcontractor/supplier;
 2=Second tier subcontractor/supplier of first tier subcontractor/supplier;
 3=Third tier subcontractor/supplier of second tier subcontractor/supplier; etc.
 - (v) **Claimed DVBE Value:** State the total dollar amount of the DVBE's bid.
 - (vi) **Percentage of Bid:** State the percentage (%) of the claimed DVBE's bid as it relates to the Bidder's total project bid.
 - (vii) **DVBE Certification:** The Bidder must include one copy of the DVBE certification from the Office of Small Business & DVBE Services for each DVBE listed on the Summary of Disabled Veteran Owned Business Participation.
 - (c) **Bidder's Certification (Attachment 2).** The Bidder must sign and include the Bidder's Certification, certifying that each DVBE listed on the Summary of Disabled Veteran Owned Business Participation (Attachment 1) complies with the legal definition of DVBE.
 - (d) **Disabled Veteran Business Enterprise Declarations (STD. 843).** The disabled veteran owner(s) and disabled veteran manager(s) of the DVBE must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment.
 - (2) **Time Frame for Submitting Documentation.** The DVBE participation documentation must be submitted within 24 hours after the deadline established for the receipt of bids. Failure to submit full and accurate documentation within 24 hours after the deadline established for the receipt of bids will result in the Trustees deeming your bid nonresponsive, and thus ineligible for award of the Contract.
- d. **Use of Proposed DVBE.** If awarded the Contract, the successful Bidder must use the DVBE suppliers and/or subcontractors proposed in its bid proposal unless it has requested substitution and has received approval of the Trustees in compliance with the Subletting and Subcontracting Fair Practices Act. See Article 4.04, Substitution of Subcontractors.

- e. Trustees' Reporting of DVBE Participation. Responsive to direction from the State Legislature, the Trustees are seeking to report increased statewide participation of DVBE in contract awards. To this end, the successful Bidder shall inform the Trustees of any contractual arrangements with subcontractors, consultants or suppliers that are certified DVBE.
- f. Additional DVBE Information Sources. For more information regarding DVBE certification, copies of directories or for general DVBE information, contact:
State of California, Department of General Services, Procurement Division
Small Business & DVBE Services Branch
P.O. Box 989052, West Sacramento, CA 95798-9052 (mailing address)
707 Third Street, First Floor, Room 400, West Sacramento, CA 95605 (physical address)
Telephone number: (800) 559-5529 or (916) 375-4940; Fax number: (916) 375-4950
Email: osdchelp@dgs.ca.gov Or, via the Internet at www.pd.dgs.ca.gov/smbus.
- g. Incentive: In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees are granting a bid incentive for bid evaluation purposes only to Bidders that exceed the three percent DVBE participation requirement. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. The bid incentives are as follows:

DVBE Participation	Incentive
3.01% to 3.99%	None
4.01% to 4.99%	1%
5% or more	2%

The DVBE incentive may not exceed \$100,000. When used on combination with the Small Business Preference, the cumulative adjustment amount shall not exceed \$100,000. If the lowest responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses.

- h. Disabled Veteran Business Enterprise Subcontractor Activity Report. Contractor shall submit a Disabled Veteran Business Enterprise Subcontractor Activity Report (form DVBE-AR) to the Trustees as follows:
 - (1) At end of project and upon completion of the work, but before Trustees' release of retention
 - (2) At end of project and upon completion of the work, but after Trustees' (and Contractor's) release of all retention

In submitting the DVBE-AR form, the Contractor certifies the following:

- (1) the total amount Contractor received from the Trustees under the Contract.
- (2) the name and address of the DVBE(s) that participated in the performance of the Contract.
- (3) the amount each DVBE received from the Contractor.
- (4) that all payments under the Contract have been made to the DVBEs; and
- (5) the actual percentage of DVBE participation that was achieved for this Contract.

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in accordance with Military and Veterans Code section 999.5(d).

- i. Penalty. The Trustees will impose a penalty to any Contractor who receives the DVBE incentive and does not contract the incentive percentage dollar amount of its net bid price to DVBEs. The imposed penalty will be no more than two times the amount of the bid incentive received. For example, if the Contractor received a bid incentive of \$49,000, and does not contract the incentive percentage dollar amount of its net bid price with DVBEs, then the Trustees will assess a penalty to be forfeited by the Contractor of \$98,000.

•3.04 Execution of Contract

Delete 2nd paragraph and replace with the following:

After the Trustees' Office of General Counsel has fully executed the Contract, Contractor can expect to start Work within 30 days. The Trustees will issue to the Contractor a written Notice to Proceed. The Contractor may not begin Work before receiving the Trustees' written Notice to Proceed. Any Work performed by the Contractor before receipt of the written Notice to Proceed shall be considered as having been done at the Contractor's own risk.

• 4.01, Laws to be Observed—Generally
Section d, add following new subsections (8) and (9):

- (8) Federal funding for this Contract has been provided through the National Science Foundation Grant. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California entities. The Trustees have the right to cancel, terminate, or suspend the Contract if Contractor or its subcontractors fail to comply with the reporting and operational requirements contained herein.
- (9) Contractor agrees that it shall permit the State of California, the United States Comptroller General or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or their representatives to: (1) examine any records that directly pertain to, and involve transactions relating to, this Contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the federal government. Contractor shall include this provision in all of its subcontractor/supplier agreements from whom the Contractor acquires goods or services in its execution of the federally-funded work.

Add following new sections h, i, j, k, and l:

- h. Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and state requirements governing the use of these federal funds, the Trustees may withhold or suspend, in whole or in part, funds awarded under the Contract, or recover misspent funds following an audit. This enforceability provision is in addition to all other remedies available to the Trustees under all applicable state and federal laws.
- i. Contractor agrees in accordance with the Prohibition on Use of Federal Funds contained in the federal funding source, that none of the funds made available under this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.
- j. Contractor agrees that Contractor and its subcontractors shall comply with federal law, which prohibits all non-federal contractors, including the state, and all contractors of the state, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to federal funds; (2) a gross waste of federal funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of federal funds; (4) an abuse of authority related to implementation or use of federal funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to federal funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under American Recovery Reinvestment Act of 2009, (ARRA) (Public Law 111-5
- k. Contractor agrees to promptly notify the Trustees and refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act (31 USC section 3729 *et seq.*) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal funds.
- l. Pursuant to the requirements of the specified federal funding source, in order for the Trustees to prepare the required reports (e.g. section 1512 of the American Recovery and Reinvestment Act of 2009), Contractor agrees to provide the Trustees with the following information on a monthly basis:
 - (1) The total amount of the specified federal funds received by Contractor during the month;
 - (2) The amount of the specified federal funds that were expended or obligated during the month;
 - (3) A detailed list of all projects or activities for which the specified federal funds were expending or obligated, including:
 - (a) The name of the project or activity;

- (b) A description of the project or activity;
 - (c) An evaluation of the completion status of the project or activity; and
 - (d) An estimate of the number of jobs created and /or retained by the project or activity;
- (4) For any contracts equal to or greater than \$25,000:
- (a) The name of the Contractor;
 - (b) The amount of the Contract;
 - (c) The transaction type;
 - (d) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - (e) The federal funding Program source;
 - (f) An award title descriptive of the purpose of each funding action;
 - (g) The location of the Contractor;
 - (h) The primary location of the Contract, including the city, state, congressional district and country;
 - (i) The DUNS number, or name and zip code for the Contractor headquarters;
 - (j) A unique identifier of the Contractor receiving the Contract and the parent entity of Contractor, should the Contractor be owned by another; and
 - (k) The names and total compensation of the five most highly compensated officers of the Contractor if it received: 1) 80% or more of its annual gross revenues in federal awards; 2) \$25M or more in annual gross revenue from federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.;
- (5) For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.
- (6) *Any other information reasonably requested by the Trustees, or required by state or federal law or regulation.*

Standard data elements and federal instructions for use in complying with reporting requirements for these federal funds, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov. The additional requirements will be added to this Contract.

• **4.02 Laws to be Observed—Regarding Labor**, subsection c, Prevailing Wage

Item number (3), delete and replace with the following:

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. Contractor shall post a schedule showing all applicable prevailing wage rates at appropriate and conspicuous locations on the Project site in accordance with Labor Code section 1773.2. The Trustees shall maintain copies of the prevailing rate of per diem wages, and shall make them available to any interested party upon request.

• **4.02, Laws to be Observed—Regarding Labor**

Section c, Prevailing Wage, add the following new subsection (8).

- (8) In accordance with the wage rate requirements for the specified federal funds, the Contractor assures that it and its subrecipients shall fully comply with said requirements and notwithstanding any other provision of law and in a manner consistent with other provisions of these federal funds, all laborers and mechanics employed by Contractor and its subcontractors on the Project shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with 40 USCA section 3141 *et seq.* (Davis-Bacon Act).

It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan No. 14 of 1950, 29 CFR section 1926.12 and 40 USCA section 3145.

●4.04 Substitution of Subcontractors

Subsection b, Substitution of a Small Business Subcontractor, delete 1st sentence and replace with the following:
Substitution of a Small Business Subcontractor. After award of the Contract based in part on the application of the small business preference, the Non-Small Business Contractor shall use the small business subcontractor(s) and/or suppliers listed in its bid proposal unless a substitution is requested in writing to the Trustees, and the Trustees approve the substitution in writing before the commencement of any work.

Renumber current subsection "c" to "d"; add new subsection 'c' as follows:

c. Substitution of a Disabled Veteran Business Enterprise. The Contractor shall use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) and/or suppliers listed in its bid proposal unless a substitution is requested in writing to the Trustees, and the Trustees and the Department of General Services (DGS) approve the substitution in writing before the commencement of any work. The substitution request must include at least the following:

- (1) An explanation of the reason for the substitution.
- (2) A written description of the business enterprise to be substituted, including its business status as a sole proprietorship, partnership, corporation or other entity, and the DVBE certification status of the firm, if any.
- (3) The Contractor must substitute a DVBE with another DVBE. If the DVBE substitution cannot occur, the Contractor must include a written justification and the steps that were taken to try to acquire a new DVBE subcontractor and how that portion of the contract will be fulfilled.
- (4) A description of the work to be performed identified both as a task(s) and as a dollar amount or percentage of the overall contract that the substituted business will perform.

The request for substitution of a DVBE and the Trustees' and DGS approval or disapproval cannot be used as an excuse for noncompliance with any other provision of law, including, but not limited to, the Subletting and Subcontracting Fair Practices Act (Sections 4100 *et seq.*, Public Contract Code) or any other contract requirements relating to substitution of subcontractors.

●4.06 Contractor's Insurance, subsection b, item number (1):

Delete and replace with the following:

Contractor shall be responsible for paying a deductible of \$25,000 per occurrence in the event of loss, except that Contractor shall be responsible for paying a deductible of \$50,000 per occurrence in the case of water damage or \$100,000 per occurrence in the case of flood.

●4.08 Contractor's Responsibility for the Work, subsection f, Hazardous Materials, item number (2), Lead:

Delete first sentence and replace with the following:

The Contractor is prohibited from installing any lead-containing materials or products, including paint, in any Work to be performed under this Contract without the written consent of the Executive Facilities Officer and the Director of Environmental Health and Safety.

●4.16 Schedule, subsection i, second to last paragraph:

Delete and replace with the following:

If the Contractor makes revisions to the logic or durations of the approved schedule as part of the monthly updates, the Contractor shall submit a narrative detailing the revisions with the monthly update.

• 5.05, Quality of Materials, Articles and Equipment, add the following:

Contractor agrees that in accordance with the requirements of these federal funds, neither Contractor nor its subcontractors will use the specified federal funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and other manufactured goods used in the Project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in the requirements for the specified federal funds.

•6.01 Change Orders, subsection a, first paragraph:

Delete last sentence and replace with the following:

For any amount to be added to the Contract price for the changed work, the Trustees shall determine payment will be made in one of the following three ways: a lump sum amount, time and materials with a guaranteed maximum price, or time and materials with no guaranteed maximum price. If either of the latter two methods is agreed upon, the Contractor shall keep and submit time and materials records verified daily by the Construction Inspector to substantiate its costs and to furnish such proof.

Article 9.00 MISCELLANEOUS

9.01 GOVERNING LAW

The Contract shall be governed by the law of the State of California.

9.02 SUCCESSORS AND ASSIGNS

The Trustees and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of its obligations under the Contract.

9.03 RIGHTS AND REMEDIES

All Trustees' rights and remedies under the Contract Documents will be cumulative and in addition to and not in limitation of all other rights and remedies of Trustees under the Contract Documents or otherwise available at law or in equity.

No action or failure to act by Trustees or Trustees' representative will constitute a waiver of a right afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by Trustees or Trustees' representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the Trustees, Trustees' representative, or Contractor.

9.04 WAIVER

A waiver of or failure by Trustees or Trustees' representative to enforce any requirement in this Agreement will not constitute a waiver of, and will not preclude the Trustees or Trustees' representative from enforcing, any other requirement of the Agreement, and the Agreement will remain valid.

A waiver of or failure by Trustees or Trustees' representative to enforce any requirement in this Agreement in connection with any adjustment of the Contract Amount or Contract Time will not constitute a waiver of, and will not preclude the Trustees or Trustees' representative from enforcing, such requirements in connection with any other adjustments of the Contract Amount or Contract Time.

The Contractor agrees and understands that no oral directive, approval or representation, either express or implied, by Trustees or its agents shall be binding upon Trustees.

9.05 SURVIVAL

The provisions of the Contract which by their nature survive termination of the Contract or Acceptance under Article 8.01, including all warranties, indemnities, payment obligations, and Trustees' right to audit Contractor's books and records, shall remain in full force and effect after Acceptance or any termination of the Contract.

9.06 COMPLETE AGREEMENT

The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Article 6.00, Changes in the Work.

9.07 SEVERABILITY OF PROVISIONS

If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

9.08 NOTICES

Except as otherwise provided, all notices, requests, demands, and other communications to be given under the Contract Documents shall be in writing and shall be transmitted by one of the following methods:

- a. Personally delivered.
- b. Sent by facsimile copy where receipt is confirmed.
- c. Sent by courier where receipt is confirmed.
- d. Sent by registered or certified mail, postage prepaid, return receipt requested.

Such notices and other communications in this Article 9.08 shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. Such notices and communications shall be given at the respective street addresses set forth in the Agreement. Such street addresses may be changed by notice given in accordance with this Article 9.08.

9.09 NATIONAL SCIENCE FOUNDATION TERMS AND CONDITIONS

The contractor and his subcontractors shall be responsible for conformance with the National Science Foundation American Recovery and Reinvestment Act of 2009 Terms and Conditions, May 2009 as follows:

Table of Contents

Article	Title
----------------	--------------

- | | |
|----|--|
| 1. | NSF National Science Foundation American Recovery and Reinvestment Act of 2009 (ARRA) (Public Law 111-5) Award Term |
| 2. | Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 |
| 3. | Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients |
| 4. | Reporting Protecting State and Local Government and Contractor Whistleblowers under Section 1553 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 |
| 5. | ARRA Provision 1604 Regarding Limit on Funds |
| 6. | Referrals to the NSF Office of the Inspector General |

Article 1. National Science Foundation American Recovery and Reinvestment Act of 2009 (ARRA) (Public Law 111-5) Award Term

(a) This award is funded under the American Recovery and Reinvestment Act of 2009 (ARRA) (Public Law 111-5). Unless otherwise specified, ARRA funding should be considered one-time funding.

(b) Recipients must comply with standard NSF award conditions (Research Terms and Conditions or Grant General Conditions, as applicable) as well as the requirements set forth in ARRA, including, but not limited to, the reporting requirements specified in the award term entitled, "*Reporting and Registration Requirements under Section 1512 of the American*

Recovery and Reinvestment Act of 2009, Public Law 111-5”, as well as the accompanying OMB guidance (available on the Recovery.gov website.) Failure to submit timely reports may result in NSF taking administrative action, including disallowance of costs or the suspension or termination of the award.

(c) Recipients of ARRA funds are reminded that such funds must be separately tracked and monitored independently from any non-ARRA funding.

(d) Recipients of ARRA funds are reminded that ARRA-related terms and conditions are required to be incorporated into any subrecipient agreements, as appropriate.

(e) NSF will monitor ARRA funds, and, if, after 12 months, no allowable expenditures have been incurred, NSF may consider reducing or terminating the award and reallocating the funds.

(End of award term)

Article 2. Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5)

- (a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (“Recovery Act”) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.
- (c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.
- (d) The recipient shall report the information described in section 1512(c) using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

(End of award term)

Article 3. Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215, subpart __. 21 “Uniform Administrative Requirements for Grants and Agreements” and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.
- (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately

identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

- (c) Recipients agree to separately identify to each subrecipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.
- (d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office

(End of award term)

Article 4. Protecting State and Local Government and Contractor Whistleblowers under Section 1553 of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5)

This article contains ARRA's statutory provisions prohibiting non-Federal employers receiving covered funds from taking actions against employees in reprisal for whistleblowing. Please note, that, pursuant to section (e), any employer receiving covered funds must post notice of the rights and remedies outlined in this award term.

- (a) PROHIBITION OF REPRISALS.—An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing , including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of—
 - (1) gross mismanagement of an agency contract or grant relating to covered funds;
 - (2) a gross waste of covered funds;
 - (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
 - (4) an abuse of authority related to the implementation or use of covered funds; or

(5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) INVESTIGATION OF COMPLAINTS.—

(1) IN GENERAL.—A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate inspector general. Except as provided under paragraph (3), unless the inspector general determines that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint, the inspector general shall investigate the complaint and, upon completion of such investigation, submit a report of the findings of the investigation to the person, the person's employer, the head of the appropriate agency, and the Board.

(2) TIME LIMITATIONS FOR ACTIONS.—

(A) IN GENERAL.—Except as provided under subparagraph (B), the inspector general shall, not later than 180 days after receiving a complaint under paragraph (1)—

(i) make a determination that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint; or (ii) submit a report under paragraph (1).

(B) EXTENSIONS.—

(i) VOLUNTARY EXTENSION AGREED TO BETWEEN INSPECTOR GENERAL AND COMPLAINANT.—If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A) and the person submitting the complaint agrees to an extension of time, the inspector general shall submit a report under paragraph (1) within such additional period of time as shall be agreed upon between the inspector general and the person submitting the complaint.

(ii) EXTENSION GRANTED BY INSPECTOR GENERAL.—

If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A), the inspector general may extend the period for not more than 180 days without agreeing with the person submitting the complaint to such extension, provided that the inspector general provides a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for the decision, which shall be provided to both the person submitting the complaint and the non-Federal employer.

(iii) SEMI-ANNUAL REPORT ON EXTENSIONS. — The inspector general shall include in semi-annual reports to Congress a list of those investigations for which the inspector general received an extension.

(3) DISCRETION NOT TO INVESTIGATE COMPLAINTS.—

(A) IN GENERAL.—The inspector general may decide not to conduct or continue an investigation under this section upon providing to the person submitting the complaint and the

non-Federal employer a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for such decision.

(B) ASSUMPTION OF RIGHTS TO CIVIL REMEDY.—Upon receipt of an explanation of a decision not to conduct or continue an investigation under subparagraph (A), the person submitting a complaint shall immediately assume the right to a civil remedy under subsection (c)(3) as if the 210-day period specified under such subsection has already passed.

(C) SEMI-ANNUAL REPORT.—The inspector general shall include in semi-annual reports to Congress a list of those investigations the inspector general decided not to conduct or continue under this paragraph.

(4) ACCESS TO INVESTIGATIVE FILE OF INSPECTOR GENERAL.—

(A) IN GENERAL.—The person alleging a reprisal under this section shall have access to the investigation file of the appropriate inspector general in accordance with section 552a of title 5, United States Code (commonly referred to as the “Privacy Act”). The investigation of the inspector general shall be deemed closed for purposes of disclosure under such section when an employee files an appeal to an agency head or a court of competent jurisdiction.

(B) CIVIL ACTION.—In the event the person alleging the reprisal brings suit under subsection (c)(3), the person alleging the reprisal and the non-Federal employer shall have access to the investigative file of the inspector general in accordance with the Privacy Act.

(C) EXCEPTION.—The inspector general may exclude from disclosure—

(i) information protected from disclosure by a provision of law; and (ii) any additional information the inspector general determines disclosure of which would impede a continuing investigation, provided that such information is disclosed once such disclosure would no longer impede such investigation, unless the inspector general determines that disclosure of law enforcement techniques, procedures, or information could reasonably be expected to risk circumvention of the law or disclose the identity of a confidential source.

(5) PRIVACY OF INFORMATION.—An inspector general investigating an alleged reprisal under this section may not respond to any inquiry or disclose any information from or about any person alleging such reprisal, except in accordance with the provisions of section 552a of title 5, United States Code, or as required by any other applicable Federal law.

(c) REMEDY AND ENFORCEMENT AUTHORITY.—

(1) BURDEN OF PROOF.—

(A) DISCLOSURE AS CONTRIBUTING FACTOR IN REPRISAL.—

(i) IN GENERAL.—A person alleging a reprisal under this section shall be deemed to have affirmatively established the occurrence of the reprisal if the person demonstrates that a disclosure described in subsection (a) was a contributing factor in the reprisal.

(ii) USE OF CIRCUMSTANTIAL EVIDENCE.—A disclosure may be demonstrated as a contributing factor in a reprisal for purposes of this paragraph by circumstantial evidence, including—

- (I) evidence that the official undertaking the reprisal knew of the disclosure; or
- (II) evidence that the reprisal occurred within a period of time after the disclosure such that a reasonable person could conclude that the disclosure was a contributing factor in the reprisal.

(B) OPPORTUNITY FOR REBUTTAL.—The head of an agency may not find the occurrence of a reprisal with respect to a reprisal that is affirmatively established under subparagraph (A) if the non-Federal employer demonstrates by clear and convincing evidence that the non-Federal employer would have taken the action constituting the reprisal in the absence of the disclosure.

(2) AGENCY ACTION.—Not later than 30 days after receiving an inspector general report under subsection (b), the head of the agency concerned shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the complainant to a reprisal prohibited by subsection (a) and shall either issue an order denying relief in whole or in part or shall take 1 or more of the following actions:

- (A) Order the employer to take affirmative action to abate the reprisal.
- (B) Order the employer to reinstate the person to the position that the person held before the reprisal, together with the compensation (including back pay), compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- (C) Order the employer to pay the complainant an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the complainant for, or in connection with, bringing the complaint regarding the reprisal, as determined by the head of the agency or a court of competent jurisdiction.

(3) CIVIL ACTION.—If the head of an agency issues an order denying relief in whole or in part under paragraph (1), has not issued an order within 210 days after the submission of a complaint under subsection (b), or in the case of an extension of time under subsection (b)(2)(B)(i), within 30 days after the expiration of the extension of time, or decides under subsection (b)(3) not to investigate or to discontinue an investigation, and there is no showing that such delay or decision is due to the bad faith of the complainant, the complainant shall be deemed to have exhausted all administrative remedies with respect to the complaint, and the complainant may bring a de novo action at law or equity against the employer to seek compensatory damages and other relief available under this section in the appropriate district court of the United States, which shall have jurisdiction over such an action without regard to the amount in controversy. Such an action shall, at the request of either party to the action, be tried by the court with a jury.

(4) JUDICIAL ENFORCEMENT OF ORDER.—Whenever a person fails to comply with an order issued under paragraph (2), the head of the agency shall file an action for enforcement of such order in the United States district court for a district in which the reprisal was found to have

occurred. In any action brought under this paragraph, the court may grant appropriate relief, including injunctive relief, compensatory and exemplary damages, and attorneys' fees and costs.

(5) JUDICIAL REVIEW.—Any person adversely affected or aggrieved by an order issued under paragraph (2) may obtain review of the order's conformance with this subsection, and any regulations issued to carry out this section, in the United States court of appeals for a circuit in which the reprisal is alleged in the order to have occurred. No petition seeking such review may be filed more than 60 days after issuance of the order by the head of the agency. Review shall conform to chapter 7 of title 5, United States Code.

(d) NONENFORCEABILITY OF CERTAIN PROVISIONS WAIVING RIGHTS AND REMEDIES OR REQUIRING ARBITRATION OF DISPUTES.—

(1) WAIVER OF RIGHTS AND REMEDIES.—Except as provided under paragraph (3), the rights and remedies provided for in this section may not be waived by any agreement, policy, form, or condition of employment, including by any predispute arbitration agreement.

(2) PREDISPUTE ARBITRATION AGREEMENTS.—Except as provided under paragraph (3), no predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising under this section.

(3) EXCEPTION FOR COLLECTIVE BARGAINING AGREEMENTS.—
Notwithstanding paragraphs (1) and (2), an arbitration provision in a collective bargaining agreement shall be enforceable as to disputes arising under the collective bargaining agreement.

(e) REQUIREMENT TO POST NOTICE OF RIGHTS AND REMEDIES.—

Any employer receiving covered funds shall post notice of the rights and remedies provided under this section.

(f) RULES OF CONSTRUCTION.—

(1) NO IMPLIED AUTHORITY TO RETALIATE FOR NON-PROTECTED DISCLOSURES.—Nothing in this section may be construed to authorize the discharge of, demotion of, or discrimination against an employee for a disclosure other than a disclosure protected by subsection (a) or to modify or derogate from a right or remedy otherwise available to the employee.

(2) RELATIONSHIP TO STATE LAWS.—Nothing in this section may be construed to preempt, preclude, or limit the protections provided for public or private employees under State whistleblower laws.

(g) DEFINITIONS.—In this section:

(1) ABUSE OF AUTHORITY.—The term "abuse of authority" means an arbitrary and capricious exercise of authority by a contracting official or employee that adversely affects the rights of any person, or that results in personal gain or advantage to the official or employee or to preferred other persons.

(2) COVERED FUNDS.—The term “covered funds” means any contract, grant, or other payment received by any non-Federal employer if—

(A) the Federal Government provides any portion of the money or property that is provided, requested, or demanded; and

(B) at least some of the funds are appropriated or otherwise made available by this Act.

(3) EMPLOYEE.—The term “employee”—

(A) except as provided under subparagraph (B), means an individual performing services on behalf of an employer; and

(B) does not include any Federal employee or member of the uniformed services (as that term is defined in section 101(a)(5) of title 10, United States Code).

(4) NON-FEDERAL EMPLOYER.—The term “non-Federal employer”—

(A) means any employer—

(i) with respect to covered funds—

(I) the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor and (II) any professional membership organization, certification or other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or (ii) with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor of the State or local government; and (B) does not mean any department, agency, or other entity of the Federal Government.

(5) STATE OR LOCAL GOVERNMENT.—The term “State or local government” means—

(A) the government of each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, or any other territory or possession of the United States; or (B) the government of any political subdivision of a government listed in subparagraph (A).

(6) BOARD – The term “Board” means the Recovery Accountability and Transparency Board, which was established in section 1521 of ARRA.

(End of award term)

Article 5. ARRA Provision 1604 Regarding Limit on Funds

a. Section 1604 of the Recovery Act specifies that: "None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool."

b. In accordance with this ARRA provision, no awards may be made using ARRA funds to support any of these types of establishments and/or facilities. In addition, in the March 20, 2009 White House Memorandum, Subject: *Ensuring Responsible Spending of Recovery Act Funds*, President Obama noted that, to the extent permitted by law, agencies "shall not approve or otherwise support funding for projects that are similar to those described in section 1604 ..." The Memorandum did not elaborate on the types of projects that might be "similar" to those listed in section 1604. Thus, if an awardee plans to enter into a subaward arrangement with an establishment and/or facility that may be similar to those projects listed in section 1604, the awardee must receive written approval from the NSF Office of the General Counsel, prior to the expenditure of funds.

(End of award term)

Article 6. Referrals to the NSF Office of the Inspector General

The recipient (including any subrecipients of ARRA funds), shall promptly refer to the NSF Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

(End of award term)

End of Supplementary General Conditions

BID PROPOSAL FORM SIGNATURE PAGE

Date: _____ Project No. TM11-0076

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

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

 (Postal Address of Firm)

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

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

 (Postal Address of Firm)

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

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

 (Postal Address of Principal Office of Corporation)

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

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

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

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

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

* Name must be same as appears on state contractor's license and on prequalification.

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

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

****The Joint Venture must have the required license in place at time of award of contract.

BID PROPOSAL FORM

**ENGINEERING & TECHNOLOGY, CORE RENOVATION
PROJECT NUMBER #TM11-0076
LOS ANGELES
5151 State University Drive
Los Angeles, CA 90032**

To the Trustees of the California State University, on behalf of the State of California (hereinafter called the Trustees):

The undersigned bidder hereby offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the construction of Project Number #TM-0076, Engineering & Technology, Core Renovation, at California State University, Los Angeles and hereby agrees to enter into contract for Project Number TM11-0076 if this offer is accepted by the Trustees.

TOTAL AMOUNT OF BASE BID: \$ _____ LUMP SUM
(Use figures only)

The above amount is to be stated in figures only and is the total amount bid for the entire contract work including all applicable taxes. Any alteration, erasure, or change must be clearly indicated and initialed by the bidder. The bidder agrees that if there are any discrepancies or questions in the figures, the Trustees will use the lower figure despite the bidder's intent. The Trustees reserve the right to reject any and all bids and to waive any irregularities. The architect's construction estimate (and the construction budget) for this project is 1,388,000.00.

SPECIFY THE NUMBER OF EACH ADDENDUM YOU HAVE RECEIVED ON THE LINE BELOW.

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

The Trustees require the successful bidder to achieve three percent (3%) DVBE participation in contracting construction projects as established in the bidding documents, and this must occur prior to the bid opening. Bidders shall contact the Trustees' DVBE Program Advocate at 323.343.3488 or email: tjohnson@cslanet.calstatela.edu

The bid must be submitted on this Proposal Form, completely filled out and in a sealed envelope provided by the Trustees, and delivered to Administration Building Rm 501, at California State University, Los Angeles, 5151 State University Drive, Los Angeles 90032 before 2 p.m. on Friday, February 3, 2012 or it will be disregarded. Only bids from prequalified contractors with a current B1 license will be accepted.

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

The time period for completion of the overall project shall be 120 calendar days from the construction start date as stated on the Notice to Proceed. Liquidated damages shall be \$1,500.00 for each calendar day completion is delayed beyond the time prescribed for the project.

Sample

BIDDERS BOND

Counterpart No. _____
Project No. TM11-0076

Know All Persons by These Presents:

THAT WE

as Principal, and

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

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

THE CONDITION of this obligation is such that:

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

are to be opened at _____
on _____ at _____ for contract _____

Project Description
(Exact description of work and location as given in the proposal)

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

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

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

CONTRACTOR
AS
PRINCIPAL

Contractor Name: _____

Contractor Address: _____ (SEAL)

By: _____

SURETY

Surety Name: _____

Surety Address: _____ (SEAL)

By: _____

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

**CERTIFICATION OF APPROPRIATE LICENSE
AND CALIFORNIA COMPANY**

(Public Contract Code, Chapter 6100 *et seq.*)

Project No. TM11-0076

Project Name: Engineering & Technology, Core Renovation

The undersigned bidder declares:

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

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

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

State in which Bidder has its principal place of business _____

Amount of the local contractor construction preference offered _____

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

Signature of Bidder or officer of Bidder authorized to execute contracts _____

Print or type name of person signing _____

Print or type name of business entity _____

Address _____

CERTIFICATION

Counterpart No. _____

Project No. TM11-0076 _____

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

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

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

Dated: _____
(Insert date)

Signature

Title of person making certification

IMPORTANT NOTE

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

BIDDER'S CERTIFICATION

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

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

Date

Signature of Authorized Agent

Title

Bidder Name: _____
 Project No. TM11-0076

LIST OF SUBCONTRACTORS—ADDITIONAL INFORMATION

(to be submitted within 24 hours after bid opening)

Information/Instructions:

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

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

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

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

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

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

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

Project No. TM11-0076 **Project Name:** Engineering & Technology, Core Renovation

The undersigned declares:

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

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

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

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

Printed Name

Signature

PREVAILING WAGE RATES

PROJECT NAME
Project Number XX-9999
CAMPUS

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

Pursuant to Labor Code sections 1770 *et seq.*, the Trustees have obtained from the Department of Industrial Relations determinations of the prevailing wage rates and the prevailing wage rates for holiday and overtime work in the locality in which the Work is to be performed. Copies of these prevailing wage rates (determination 2009-2 campus insert appropriate determination number) are on file and available to any interested party upon request at the Trustees' principal office and on the following Department of Industrial Relations website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

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

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

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

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

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. TM11-0076

Project Name: Engineering & Technology, Core Renovation

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

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

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

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

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

IMPORTANT NOTICE (Read before signing)

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

Legal Name Style of Bidder(s): _____

Signature of Bidder: _____ Date: _____

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

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

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

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

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

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

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

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2

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

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

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

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

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

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

Firm/Principal Phone: _____ Address: _____

SECTION 3

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

- Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*. Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*, will result in the DVBE being deemed an equipment broker.

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

(Printed Name) (Signature) (Date Signed)

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

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

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

NOTICE TO CONTRACTORS

The Trustees of the California State University
California State University, Los Angeles
Facilities Planning & Construction
5151 State University Drive,
Los Angeles, California 90032

ENGINEERING & TECHNOLOGY, CORE RENOVATION

REQUEST FOR PROPOSAL NO. TM11-0076

The Trustees of the California State University will receive sealed proposals in the Administration Building Room 501 at the above address, of the California State University, Los Angeles campus.

Proposals will be received until 2:00 p.m. on the dates indicated below, in accordance with the RFP documents, at which time the proposals will be publicly opened and read.

In general, the work consists of the renovation of five engineering laboratory spaces to create a core facility in the Center for Energy and Sustainability. The work includes selective demolition, removal and replacement of existing laboratory cabinets and countertops, modifications to heating and air conditioning systems, electrical lighting, electrical power, data, and telecom, and mechanical utilities. Also included are partitions, interior doors and windows, wall and floor finishes, and ceiling systems. The project is funded by a National Science Foundation ARI R2 grant.

Proposal Due Dates:	February 28, 2012
Proposals Due Time:	2:00 P.M. (all the above)
Maximum Project Cost:	\$1,388,000.00 including allowances
Contractor License Requirements:	B-1 (General Building)
Pre-Proposal Conference & Site Visits:	February 3, 2012 at 10:00 A.M. Conference Room, Golden Eagle Rm220

University will provide one set to each General Contractor for bidding at no charge on or after the job-walk.

Each bidder offering a proposal must comply with bidding provisions of Article 2.00 *et seq.* of the Contract General Conditions. The bidder should familiarize himself with all the provisions of the Contract General Conditions and Supplementary General Conditions, especially Article 2.02, regarding the necessity to prequalify with the Trustees ten (10) business days prior to the bid date.

http://www.calstate.edu/cpdc/CM/eges_majors/DBB_Major_CGCs_Complete_1.09.pdf

Bidders must be prequalified with the Trustees. Prequalification of Prospective Bidders, Form 703.11 can be downloaded from the internet at http://www.calstate.edu/cpdc/cm/contractor_prequal_bidders.shtml, or bidders may contact the person below to request forms.

The California State University, Office of the Chancellor
Division of Capital Planning, Design & Construction
Attn: Teri Carr
401 Golden Shore, 2nd Floor East
Long Beach, CA 90802-4210
T: (562) 951-4114
F: (562) 951-4921
E-mail: tcarr@calstate.edu

It will be the responsibility of each bidder to obtain a bid proposal package in sufficient time to fulfill requirements therein. Bid proposal packages are obtainable **only** by prequalified general contractors, licensed in the State of California with a "B" license. Evidence of pre-qualification must be submitted prior to receiving a bid proposal package. Bid proposal packages must be requested from California State University, Los Angeles Procurement & Contract Office, located at **5151 State University Drive, Adm. Bldg. Rm 501, Los Angeles, CA 90032, Attn: Tina Mueller, facsimile (323)343-3499 or e-mail tmueller@cslanet.calstatela.edu**.

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

A pre-bid walkthrough has been scheduled for Friday, February 3, 2012, at 10A.M. Interested bidders should assemble at the Golden Eagle Building Conference Room #220 on the campus. It is strongly recommended that contractors attend this walkthrough, as it may be the only time bidders can walk through the project area with the Design Architect or Project Manager. Afterwards, all other requests or clarifications shall be submitted in writing and emailed to tmueller@cslanet.calstatela.edu

The Trustees require the successful proposer to achieve a minimum goal of 3% DVBE participation in contracting construction projects as established in the Request for. Please carefully read the requirements that are contained in the Design/Build Contract General Conditions. Failure to comply with DVBE requirements may cause the proposal to be deemed non-responsive, and the Proposer to be in-eligible for award of this contract. Proposers shall contact the University's DVBE Coordinator Mr. Thomas Johnson, at (323) 343-3488.

END OF ARTICLE A – REQUEST FOR PROPOSAL NO. TM11-0076

Sample

**CSU****The California State University**

PREQUALIFICATION OF PROSPECTIVE BIDDERS

STANDARD FORM OF QUESTIONNAIRE AND FINANCIAL STATEMENT

CONFIDENTIAL
NOT OPEN TO PUBLIC INSPECTION

The Trustees of The California State University will not issue bid proposal packages to bidders that have not prequalified with The California State University. In order to prequalify to bid with The California State University, the bidder shall return this fully completed questionnaire *at least ten business days* prior to the bid opening to the address indicated in item no. 2 on page 1 of these forms. The Trustees may, at their sole discretion, require further prequalification (technical or otherwise) for certain projects, and will inform contractors by specifying the application of additional special prequalification requirements in the Notice to Contractors.

[Form No. 703.11 consists of the cover page plus ten pages.]

PREQUALIFICATION OF PROSPECTIVE BIDDERS

INFORMATION FOR APPLICANTS

1. **REQUIRED PREQUALIFICATION OF BIDDERS:** The California Public Contract Code has directed the Trustees of The California State University (referred to as Trustees) as follows:

10760. The Trustees may require, and on contracts the estimated cost of which exceeds the value of a minor capital outlay project for which, pursuant to the first paragraph of Section 10108, the services of the Department of General Services are not required and a state agency or department is authorized to carry out its own project, the Trustees shall require, from prospective bidders, answers to questions contained in a standard form of questionnaire and financial statement, including a complete statement of the prospective bidder's financial ability and experience in performing public works projects. When completed, the bidder shall verify under oath the questionnaire and financial statement in the manner in which pleadings in civil actions are verified.

10761. The Trustees shall adopt and apply a uniform system of rating bidders, utilizing the standard questionnaires and financial statements, in respect to the size of the contracts upon which each bidder is qualified to bid.

10763. *The questionnaires and financial statements are not public records and are not open to public inspection.*

The law further provides that the Trustees furnish to each bidder a standard proposal form, which, when filled out and executed, may be submitted as the bid. Bids not presented on forms so furnished shall be disregarded. The Trustees shall not furnish proposal forms to any person who is required to submit and has not submitted application for prequalification and been prequalified for at least one day prior to the date fixed for publicly opening sealed bids. Note: The current maximum value of a minor capital outlay project is \$600,000 per Public Contract Code Section 10108.

2. **TRUSTEES' PREQUALIFICATION PROCEDURES:** Prospective bidders on The California State University construction projects, the estimated cost of which exceeds \$600,000, shall complete the prequalification application, Form No. 703.11, and submit to Prequalification Coordinator, at the following address. Please mark envelope CONFIDENTIAL, and mail to:

The California State University, Chancellor's Office
Capital Planning, Design and Construction, Attention: Prequalification Coordinator
401 Golden Shore, Long Beach, CA 90802-4210

Note: You can reach the Prequalification Coordinator by telephone, (562) 951-4114, or by email at cocm@calstate.edu. Form No. 703.11 is available on the Internet at <http://www.calstate.edu/cpdc/cm/forms/#prequal>. At this time, electronic submittals are not allowed.

Submit only one copy of Form No. 703.11. For those contractors intending to bid a project, submit the prequalification application at least 10 business days prior to bid opening. Those contractors wishing to renew their expiring prequalification shall submit their application at least 10 business days prior to expiration of their prequalification. A new and current submittal will be required each year. The Trustees may specifically request a new statement, in which case, the contractor must comply within thirty days, or the rating on file may, at the discretion of the Trustees, be considered expired. A contractor may also file new statements at more frequent intervals if there is substantial change in its financial status, and a new rating based on the latest statements may be issued. In addition to these prequalification requirements, certain projects may require an additional special and/or technical prequalification. This requirement will be identified in the project documents.

Joint Venture: If two or more contractors wish to bid a project as a joint venture:

- a. All firms involved must separately submit an application for prequalification at least 10 business days prior to bid opening, and be prequalified one day prior to bid opening.
- b. The firms must also submit an Affidavit of Joint Venture to the Trustees timely so the joint venture is prequalified one day prior to the bid date. Submit the Affidavit of Joint Venture form to the office that is distributing bid documents.
- c. Only one contractor rating, or the combination of contractor ratings, shall meet the project's advertised cost.
- d. The joint venture must have the required license in the name of the Joint Venture at the time of award.
- e. If attendance at the project's prebid job walk is mandatory, only one of the firms in the joint venture needs to attend.

3. **PERIOD OF PREQUALIFICATION:** A contractor's prequalification statement is valid until the financial information shown in the statements on file is a maximum of 15 months old. The Trustees normally honor the rating until the financial statement is 15 months old to enable contractors an opportunity to submit new annual statements. The Trustees reserve the right to

PREQUALIFICATION OF PROSPECTIVE BIDDERS

INFORMATION FOR APPLICANTS (CONTINUED)

reject statements in which the financial information is more than six months old. Complete all applicable portions of the form, and attach schedules if the space provided does not suffice. Contractor's failure to provide the requested information may result in a reduced rating or disqualification.

4. **CORRECT AFFIDAVIT:** The correct affidavit on page 10 must be completely executed. In doing so, the contractor certifies and declares under penalty of perjury under California State Laws that the information submitted is true and correct. *The Trustees require a wet signature on this affidavit.*

5. **ACCOUNTANT'S CERTIFICATE:** *The certificate of a licensed accountant will be required in all cases.* A suggested form of certificate for both an audit and a review is included on page 7, and may be used if appropriate. It is acceptable, however, for the accountant to submit a certificate in the accountant's own words, including such qualifications as may be necessary in view of the scope of this assignment; provided that such qualifications shall not be so extensive as to nullify the value of the statement or its usefulness to the State of California. Note: a compilation does not meet the financial standard, and may result in disqualification or a very low rating.

Working capital and net worth is an important factor in determining the bidding capacity of a contractor; and the accountant will perform a valuable service for the client and also assist the Trustees if he/she will furnish, by supplementary schedules or as a part of the certificate, any information not specifically called for by the statement which in the accountant's opinion might properly be taken into consideration. In the event that the contractor's job income and expenditures are accounted on a completed contract basis, and the balance sheet includes an item reflecting the excess of costs to date over billings to date, or vice versa, the elements of "Accumulated Costs" and "Billing to Date" must be shown in support of the balance sheet item.

6. **PREQUALIFICATION FORMULAE:** *Maximum prequalification ratings by the Trustees are based on ten times working capital, subject to adjustment upon consideration of experience and performance factors.* Working capital may be augmented by submission of a Line of Credit form. A Line of Credit form will not be considered at a value higher than working capital. Particular attention is called to the fact the certificate of the certified public accountant or public accountant must express an unqualified opinion or a qualified opinion that does not negate an opinion on the statements as a whole in order to receive a "ten times working capital" qualification. Note: statements with a negative quick asset amount may not be augmented. Reference checks on listed qualifying project experience will be done. Evaluations of non-responsible performance or false claims will result in failure to meet the standard for prequalification.

7. **REVIEW AND PREQUALIFICATION:** The Trustees' Prequalification Coordinator, as identified in Item 2, shall review the standard form of questionnaire, the financial statement, and the performance of the prospective bidder on other construction projects of The California State University, along with other public works projects and private sector construction projects over \$600,000. The Prequalification Coordinator shall then determine the size of contracts upon which the bidder is qualified to bid. A bidder prequalified by the Prequalification Coordinator in Capital Planning, Design and Construction pursuant to this procedure may bid on California State University projects within the limits expressed in the prequalification for the time period specified in the prequalification. Periodically separate, project specific prequalification requirements may also be imposed.

At least three of firm's references will be selected randomly, and reference checks done. The reference contacts will be asked to rate your firm's performance in several areas of their contract with a rating of 1-5, 5 is best. Of three project references, an average rating of at least '3' is required for prequalification. An overall rating of '2' or more, but less than '3' on any single project could result in a lower prequalification rating, and in this case, the Trustees will check at least two additional references. No non-responsible evaluations or reports of false claims (or an overall rating of less than '2') shall be accepted.

8. **REVISION, DISQUALIFICATION OR TERMINATION OF PREQUALIFICATION:** A prospective bidder that has been prequalified by the Department of Capital Planning, Design and Construction may be disqualified or may have the prequalification limited, suspended, deferred, or rescinded by the Department prior to expiration of the time period specified in the prequalification, after provision of notice of the proposed action to the prospective bidder and an opportunity for a hearing.

PREQUALIFICATION OF PROSPECTIVE BIDDERS

INFORMATION FOR APPLICANTS (CONTINUED)

The hearing so provided shall be an informal process conducted by an individual appointed by The California State University's Executive Vice Chancellor/Chief Financial Officer (or delegate). At the hearing the proposed action and reasons therefor shall be presented and an opportunity given the prospective bidder to ask questions, submit information, and present reasons in opposition to the proposed action. A decision concerning prequalification of the prospective bidder shall be rendered by the individual appointed to conduct the hearing, and shall be mailed to the prospective bidder within 10 days of the conclusion of the hearing.

INSTRUCTIONS FOR COMPLETION OF PAGES 4 AND 5:

If you are bidding a project, indicate the project name and campus in the box at the top of page 4.

1. Name of Firm: Use same name as licensed in California.
Contact Person: Name of person who completed the prequalification submittal.
2. Address: Use address appropriate for contracting purposes. If firm contracts from more than one office in California, then attach the additional address(es). Prequalification notices will be sent to headquarters office for each firm.
4. Types of Licenses: Include all valid California licenses and certifications.
5. Provide name of bonding company, contact, telephone number, the bonding company rating, and the bonding capacity per project and overall or aggregate. Additionally, provide a current letter from the bonding company, addressed to the Trustees, that states the firm's bonding capacity, both on a single project basis and on an aggregate basis. Further, indicate whether claims have ever been made against the surety, and explain these claims.
6. Officers or Principals of firm: List names of officers of the firm. *One of these must sign the certification on page 10.*
- 7-8. Suspension from Project: If applicable, include brief explanation if a principal of your firm has had license suspended, or if your firm has ever been suspended from a project.
9. Denied Prequalification or Disqualification from Bidding: If applicable, include a brief explanation if your firm has ever been denied prequalification or was disqualified from bidding on a public works project.
10. Claims and Litigation on Public Works: If applicable, include a brief explanation and results of each claim and/or litigation your firm brought against a public works owner; highlight any such action against the California State University.
11. Claims and Litigation against firm: If applicable, include a brief explanation and results of each claim and/or litigation filed against your firm on a public works project. Highlight any such action brought by The California State University.
12. Experience record of staff: Indicate name, position and number of years' experience. Additional sheets/resumes may be attached.
13. Construction and cost of construction completed within the past five years by firm for all individual contracts (both public works and private sector) over \$600,000, and all CSU work performed in the past seven years: Additional pages may be attached. Type, size, and reference are an important part of evaluation. For the references, include the contact person (must be current), and current email address, phone and fax numbers. Highlight the largest individual public works projects completed in the past five years and any projects performed for The California State University.
Note: at least three of firm's references will be selected at random, and reference checks will be done. The reference contacts will be asked to rate your firm's performance in several areas of their contract with a rating of 1-5, 5 is best. Of three project references, an average rating of at least '3' is required for prequalification. An overall rating of '2' or more, but less than '3' on any single project could result in a lower prequalification rating, and in this case, the Trustees will check at least two additional references. No evaluations of non-responsible or reports of false claims (or an overall rating of '1') shall be made.
14. Safety Qualifications: Provide the Average Lost Workday Incident Rates and Average Recordable Incident Rates in the spaces provided, using data from the past three years. Also provide the most recent Experience Modification Rate in the space provided. The minimum acceptable standard for these indices, as stated on page 5, must be met in order for a prospective bidder to be prequalified. *Prospective bidder shall also indicate the workers' compensation insurance carrier information at the bottom of page 5, and submit copies of OSHA form no. 300, Log of Work-Related Injuries and Illnesses, and OSHA form no. 300A, Annual Summary of Work-Related Injuries and Illnesses, for the past three years. Prospective bidder shall also provide proof of workers' compensation insurance.*

If you are submitting this application because you want to bid a project, indicate the project name and campus here.

Project Name _____

Campus _____

PREQUALIFICATION OF PROSPECTIVE BIDDERS

CONTRACTOR'S STATEMENTS OF EXPERIENCE

1. Name of firm: _____
 Contact: _____ Email Address for Contact Person: _____
2. Mailing address of firm: _____
 Physical address of firm, if different from mailing: _____
 Telephone No. (area code) (_____) Fax No. (area code) (_____)
 Company Web Site URL: _____
3. State of organization: _____ Date established: _____
4. California state license no.: _____ Types of valid California contracting licenses: _____
5. Bonding company: _____ Bonding Co. Rating: _____
 Contact: _____ Telephone No. (_____) Current capacity: \$ _____
 Provide letter from bonding company addressed to Trustees confirming bonding capacity on a per project basis and on an aggregate basis. Have claims ever been made against surety? _____ If Yes, attach statement of explanation.
6. Officers or Principals of firm: _____

7. Have Principals ever had licenses *suspended*? If Yes, attach explanation. _____
8. Has firm ever been *suspended* from a project? If Yes, attach explanation. _____
9. Has firm ever been denied prequalification or disqualified from bidding public works? _____ If Yes, attach explanation.
10. In the past five years, has your firm filed a claim on a public works project? Yes _____ No _____
 Litigation? Yes _____ No _____ If Yes, attach a brief explanation and results of each claim and/or litigation.
11. In the past five years, has a claim been filed against your firm on a public works project? Yes _____ No _____
 Litigation? Yes _____ No _____ If Yes, attach a brief explanation and results of each claim and/or litigation.
12. Experience record of staff (include name, position and years experience):

13. Provide the following information for all public works and private sector construction projects completed within the past five years for individual contracts over \$600,000, and all projects performed for The California State University in the past seven years. **Names and references must be current and verifiable.** Attach additional sheets that contain **all** the information. List projects in chronological order, most recently completed project first.
 Name of Project and Location
 Total Value of Construction (include contract award amount and total change orders)
 Completion Date
 Owner of Project
 Owner Reference (Include contact name, current email address, phone no., and fax no.)

PREQUALIFICATION OF PROSPECTIVE BIDDERS

CONTRACTOR'S STATEMENTS OF EXPERIENCE (CONTINUED)

14. SAFETY QUALIFICATION: Provide the Average Lost Workday Incident Rates, Average Recordable Incident Rates and most recent Experience Modification Rate in the spaces provided on this page. In addition, the prospective bidder is required to submit proof of workers compensation insurance and complete copies of OSHA form no. 300 and form no. 300A under item 5 of this section.

The Average Lost Workday Incident Rate (LWIR) and the Average Recordable Incident Rate (RIR) are requested for evaluation of the safety history relating to the prospective bidder's construction operations only. Home office staff labor hours and the corresponding injury and illness figures for home office staff shall not be included in the calculation of these rates. Similar information for parent companies, subsidiaries, or other company divisions not directly engaging in construction activities shall not be considered in these rate calculations. All data used in the calculations shall be specific to the contracting entity listed on page 4; inclusion of data from major subcontractors or other sub-tier contractors is not acceptable.

The Experience Modification Rate (EMR) is established by the Contractor's workers' compensation insurance carrier, and is based on the Contractor's loss history. Prospective bidders are to provide their Intrastate EMR, which is used for evaluation of contractors in the State of California. Provide all requested information in the spaces provided.

Basis of Prequalification: The LWIR and RIR are assigned a maximum of 20 points each, EMR 10 points maximum, and those scores decrease as the rate increases. For example: an LWIR that equals 0 will receive a score of 20, and one that is greater than or equal to 9.5 will score 0; an RIR that is less than 1.0 will receive a score of 20, and one that is greater than 19.9 will score 0; an EMR that is .5 or less will score 10, and one that is greater than 1.4 will score 0 points. **An overall score of 25 points is required; failure to achieve an overall score of 25 points will result in denial of your firm's prequalification application.**

Important Note: Small firms that have less than ten employees and report an average Total Employee Hours Worked that is less than 20,000 hours, are not required to report recordable incidents and lost workday incidents for their firms herein. Instead, these firms shall submit their most current year of Intrastate EMR or a copy of their workers' compensation insurance carrier's documentation of their most current year of Intrastate EMR, and must have an EMR of 1.00 or less to prequalify with the Trustees.

1. Average Lost Workday Incident Rate (LWIR). Calculate your firm's LWIR for the past three (3) complete years. The lost workday information is listed on your OSHA form nos. 300 and 300A and is available from your workers' comp. insurance carrier.

$$LWIR = \frac{\text{Total number of lost workday incidents} \times 200,000}{\text{Total employee hours worked}}$$

Year	# of Lost Workday Incidents	Total Employee Hours Worked	Lost Workday Incident Rate
1-20			
2-20			
3-20			
Total			

2. Average Recordable Incident Rate (RIR). Calculate your firm's RIR for the past three (3) complete years. The Incident Rate information is listed on your OSHA form nos. 300 and 300A and is available from your workers' comp. insurance carrier.

$$RIR = \frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employee hours worked}}$$

Year	# of Recordable Incidents	Total Employee Hours Worked	Recordable Incident Rate
1-20			
2-20			
3-20			
Total			

3. Experience Modification Rate (EMR).

Enter your firm's EMR for the most recent year (this information is provided by your workers' comp. insurance carrier).

Year	EMR
20	

Is Your Firm Self-Insured in California?

No

Yes Self-Insured No. _____

*Attach certification.

4. Name of Workers' Comp. Insurance Carrier(s): _____

Agent Name: _____ Telephone No.: _____

5. In addition to the information provided above, submit proof of workers' compensation insurance along with copies of your firm's OSHA No. 300, Log of Work-Related Injuries and Illnesses, and OSHA form no. 300A, Annual Summary of Work-Related Injuries and Illnesses, covering the past three (3) years.

PREQUALIFICATION OF PROSPECTIVE BIDDERS

CONTRACTOR'S FINANCIAL STATEMENT
(The certificate of a licensed Accountant must be attached.
Complete report prepared by Accountant may be substituted.)

STATEMENT DATE: _____

ASSETS

Current Assets

1. Free and unrestricted, cash on hand	\$ _____
2. Notes receivable.....	_____
3. Accounts receivable from completed contracts.....	_____
4. Sums earned on incomplete contracts.....	_____
5. Other accounts receivable.....	_____
6. Advances to construction joint ventures.....	_____
7. Material in stock not included in Item 4	_____
8. Negotiable securities	_____
9. Other current assets.....	_____
Subtotal of Current Assets	\$ _____

Fixed and Other Assets

10. Real Estate.....	\$ _____
11. Construction Plant and Equipment.....	_____
12. Furniture and Fixtures	_____
13. Investments on a non-current nature	_____
14. Other non-current assets	_____
Subtotal of Fixed and Other Assets.....	\$ _____
Total Assets.....	\$ _____

LIABILITIES

Current Liabilities

15. Notes payable, exclusive of equipment obligations and real estate encumbrances.....	\$ _____
16. Accounts payable	_____
17. Other current liabilities	_____
Total Current Liabilities	\$ _____

Other Liabilities and Reserves

18. Real estate encumbrances	\$ _____
19. Equipment obligations secured by equipment.....	_____
20. Other non-current liabilities	_____
21. Reserves	_____
Subtotal of Other Liabilities and Reserves.....	\$ _____

Capital and Surplus

22. Capital stock, paid up.....	\$ _____
23. Surplus (or net worth).....	_____
Subtotal of Capital and Surplus	\$ _____
Total Liabilities and Capital	\$ _____

Contingent Liabilities

24. Liabilities of notes receivable, discounted or sold	\$ _____
25. Liability on accounts receivable pledged, assigned, or sold.....	_____
26. Liability as a bondsman.....	_____
27. Liability as guarantor on contracts or on accounts of others.....	_____
28. Other contingent liabilities	_____
Total of Contingent Liability.....	\$ _____
Total Liabilities	\$ _____

PREQUALIFICATION OF PROSPECTIVE BIDDERS

CERTIFICATE OF LICENSED ACCOUNTANT

(Certification prepared, signed and included in report prepared by Accountant may be substituted.)

1. **FOR AN AUDIT OF A FINANCIAL STATEMENT, COMPLETE THIS PART.**

I/we have examined the financial statement of

_____ as of _____
(Contractor) (Date)

Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying financial statement included on pages _____ to _____ inclusive, sets forth fairly the financial condition of _____ as of _____, in conformity with generally accepted accounting principles.
(Contractor) (Date)

(Print Name of Firm) (Accountant must sign here)

(Telephone Number) (License Number/State)

2. **FOR A REVIEW ONLY OF A FINANCIAL STATEMENT, COMPLETE THIS PART.**

I/we have reviewed the accompanying financial statement of

_____ as of _____
(Contractor) (Date)

The information included in the financial statement is the representation of the management of the above firm.

Based on (our) review with the exception of the matter(s) described in the following paragraph(s), (we are) not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

(Print Name of Firm) (Accountant must sign here)

(Telephone Number) (License Number/State)

Note this review consists principally of inquiries of management and appropriate analytical procedures applied to this financial data. It is substantially less in scope than an examination in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we have not expressed such an opinion.

Special note to Accountant:

The above Certificate of Accountant shall not be made by any individual who is in the regular employ of the individual, co-partnership or corporation submitting this statement; or by any individual who is a member of the firm.

PREQUALIFICATION OF PROSPECTIVE BIDDERS

LINE OF CREDIT LETTER (Optional)

To: Trustees of The California State University
Office of the Chancellor
Capital Planning, Design and Construction
401 Golden Shore
Long Beach, California 90802-4210

Date: _____

Attention: Prequalification Coordinator

Subject: Unqualified Line of Credit Letter

Reference is made to the prequalification of _____
(Name of Contractor)

under Section 10760 *et seq.* of the Public Contract Code to perform contracts with the Trustees of The California State University. We certify that the above contractor has been extended a unqualified line of credit not to exceed \$ _____, and that such credit will not be withdrawn or reduced without notice to the Trustees.

It is understood that this unqualified Line of Credit Letter is to be used by the Trustees solely for determining the financial resources of the said contractor during the term of his/her prequalification with the Trustees.

(Name of Bank) Bank No. Code _____

(Address)

(City)

(Telephone)

By: _____
(Original Signature Required)

(Please type or print name and title)

PLEASE NOTE: The above form may be completed by your bank to augment your working capital. If they prefer, your bank may issue a Line of Credit Letter on their own letterhead, provided the Line of Credit Letter contains substantially the same provisions, is addressed to the Trustees of The California State University and bears an original signature.

PREQUALIFICATION OF PROSPECTIVE BIDDERS

BIDDER INTEREST QUESTIONNAIRE *(optional)*

The contractor's prequalification to bid projects for The California State University is valid at all twenty-three campuses. Further prequalification (technical or otherwise) may be required for certain projects.

For informational purposes only, please indicate the type of project that your firm is interested in bidding. Note that this information will not prevent prequalified contractors from bidding any project on any campus for which they are properly licensed and qualified. Also, please check each box next to all California State University locations listed below that are of interest to your firm. Doing so will enable the Prequalification Coordinator to provide your firm's name to a campus that may be looking for bidders.

Type of project firm is interested in bidding:

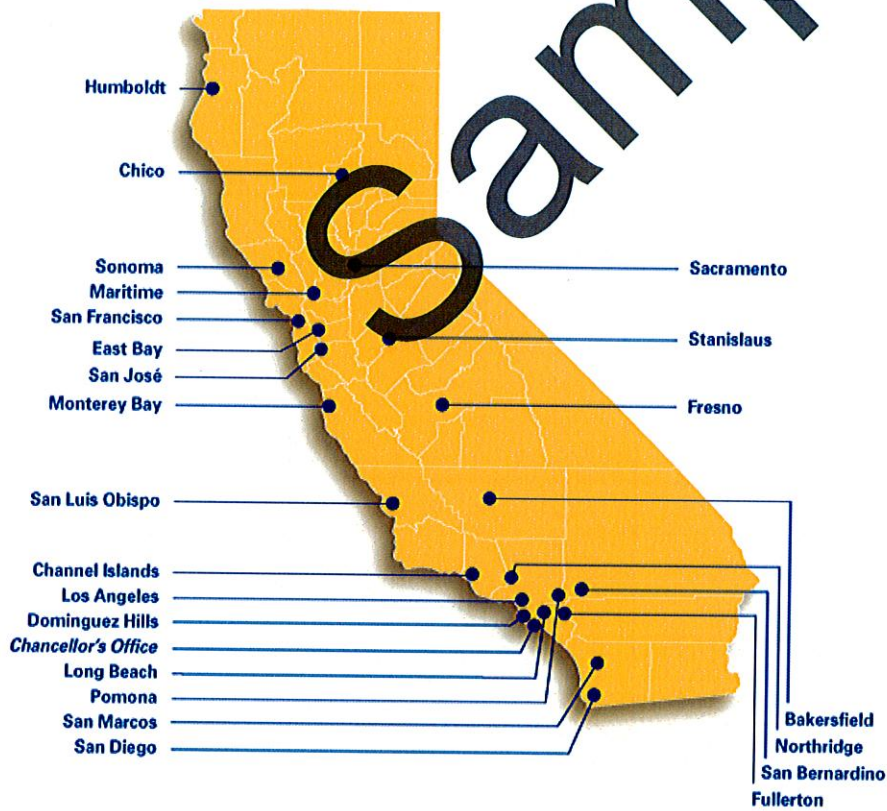
New Buildings

Remodel Projects

Specialty License Only, Type _____

Projects above \$ _____ only

CSU locations where firm is interested in working:



Check all that apply:

- Bakersfield
- Channel Islands
- Chico
- Dominguez Hills
- East Bay
- Fresno
- Fullerton
- Humboldt
- Long Beach
- Los Angeles
- Maritime Academy
- Monterey Bay
- Northridge
- Pomona
- Sacramento
- San Bernardino
- San Diego
- San Francisco
- San Jose
- San Luis Obispo
- San Marcos
- Sonoma
- Stanislaus

PREQUALIFICATION OF PROSPECTIVE BIDDERS

CERTIFICATION

The submitter of the foregoing statements contained on this Prequalification of Prospective Bidders has read the same, and it is true to the best of the submitter's knowledge. The statements are for the purpose of inducing the Trustees to supply the submitter with bid documents, and any reference named therein is hereby authorized to supply the Trustees with any information necessary to verify the statements. Should the foregoing financial statement at any time cease to properly and truly represent the financial condition of the submitter in any substantial respect, submitter will refrain from further bidding on Trustees work until a revised and corrected financial statement is submitted.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. The Trustees require a wet signature on this affidavit.

SIGNATURE OF AN INDIVIDUAL

Executed this _____ day of _____, _____ in the
(Day) (Month) (Year)
City of _____, County of _____,
State of _____

Signature of Applicant _____
an individual, doing business as _____

SIGNATURE OF A PARTNER

Executed this _____ day of _____, _____ in the
(Day) (Month) (Year)
City of _____, County of _____,
State of _____

Signature of Applicant _____
a partner of _____
(Name of Firm)

SIGNATURE OF AN OFFICER OF A CORPORATION

Executed this _____ day of _____, _____ in the
(Day) (Month) (Year)
City of _____, County of _____,
State of _____

Signature of Applicant _____
an officer with the title of _____ of _____
(Title of Corporation Officer) (Corporation Name)