

# PRICING AGREEMENT

AGREEMENT NUMBER <b>70400</b>	AM. NO. N/A
CONTRACTOR IDENTIFICATION NUMBER  4653	

THIS AGREEMENT, made and entered into this 31st day of October, 2007, in the State of California, by and between the California State University Risk Management Authority, which is a joint powers authority acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called CSURMA and

CONTRACTOR'S NAME \_\_\_\_\_, hereafter called Service Provider  
**Belfor USA Group, Inc.**

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

The Service Provider shall provide emergency response services as requested to the California State University (CSU) campuses, campus auxiliaries, and Chancellor's Office. Campuses shall execute a campus Purchase Order or Agreement to secure emergency response services under this Agreement. The Service Provider shall provide the required services necessary in accordance with the following Riders, which by this reference are incorporated herein and made a part of this Pricing Agreement.


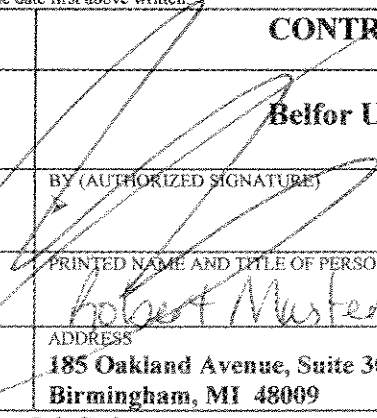
- Rider A, CSU General Provisions for Service Acquisitions, consisting of ten (10) pages;
- Rider B, Scope of Work and Payment Schedule, consisting of three (3) pages;
- Rider C, Campus List, consisting of three (3) pages;
- Rider D, Campus Auxiliary Approved List, consisting of five (5) pages;
- Rider E, CSU Policy and Procedures Governing Travel and Relocation Expense Reimbursement, consisting of twenty seven (27) pages.

The term of this Pricing Agreement shall be for a period of three years from the date of this agreement with three 1-year options to renew upon mutual agreement of both parties.

The total amount to be expended under this Pricing Agreement shall be determined by each participating campus, Chancellor's Office or auxiliary. For campus projects the Service Provider shall report to the authorized designated campus representative. Payment shall be accordance with Rider B.

The Service Provider shall report to Charlene Minnick, Chief Risk Officer, California State University Risk Management Authority, in the Office of the Chancellor.

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

<b>California State University Risk Management Authority</b>		<b>CONTRACTOR</b>	
<b>California State University Risk Management Authority</b>		<b>Belfor USA Group, Inc.</b>	
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
			11/1/07
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Charlene Minnick, Chief Risk Officer</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Robert Mustens, Legal Director</b>	
DEPT. <b>California State University Risk Management Authority</b>		ADDRESS <b>185 Oakland Avenue, Suite 300 Birmingham, MI 48009</b>	
AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$0</b>	Account	Sub Code	
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$0</b>			

**Rider A**

**CSURMA GENERAL PROVISIONS  
for  
SERVICE ACQUISITIONS  
Revision 10-15-07**

**CSURMA GENERAL PROVISIONS  
for  
SERVICE ACQUISITIONS**

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

**CSURMA GENERAL PROVISIONS  
for  
SERVICE ACQUISITIONS**

**1. Commencement of Work**

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

**2. Invoices**

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

**3. Appropriation of Funds**

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

**4. Cancellation**

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

**5. Independent Status**

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

**6. Conflict of Interest**

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

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

**CSURMA GENERAL PROVISIONS**  
**for**  
**SERVICE ACQUISITIONS**

**7. Governing Law**

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

**8. Assignments**

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

**9. Time**

Time is of the essence of the Contract.

**10. Contract Alterations & Integration**

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

**11. General Indemnity**

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

**12. Use of Data**

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

**13. Termination for Default**

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

**14. Personnel**

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

**15. Nondiscrimination**

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

**CSURMA GENERAL PROVISIONS**  
**for**  
**SERVICE ACQUISITIONS**

- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing, the Trustees, and the CSURMA upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department, Trustees, or CSURMA shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regulations, Section 8107).

**16. Drug-Free Workplace Certification**

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

**17. Severability**

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

**18. Dispute**

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

**19. Privacy of Personal Information**

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

**20. Waiver of Rights**

Any action or inaction by the CSURMA or the failure of the CSURMA on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by the CSURMA of its rights hereunder and shall not

**CSURMA GENERAL PROVISIONS**  
**for**  
**SERVICE ACQUISITIONS**

prevent the CSURMA from enforcing such provision or right on any future occasion. The rights and remedies of the CSURMA provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

**21. Endorsement**

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

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

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

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

**23. Compliance with NLRB Orders**

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

**24. Examination and Audit**

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

**25. DVBE and Small Business Participation**

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

**CSURMA GENERAL PROVISIONS**  
**for**  
**SERVICE ACQUISITIONS**

CSURMA encourages all contractors to use the services of DVBE and OSDS-certified small business enterprises whenever possible, and to report their use to the CSURMA.

**26. Citizenship and Public Benefits**

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

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

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

**28. Child Support Compliance Act**

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

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

**29. Document Referencing**

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

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

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor. Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSURMA, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

**31. Covenant Against Gratuities**

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

**32. Rights and Remedies of CSURMA for Default**

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSURMA may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSURMA, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSURMA shall thereupon have the right to purchase in the open market, in lieu



**CSURMA GENERAL PROVISIONS**  
**for**  
**SERVICE ACQUISITIONS**

thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSURMA.

- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSURMA to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSURMA in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of the CSURMA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**33. Contractor's Power and Authority**

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

**34. Recycled Content Certification**

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

**35. Entire Contract**

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

**36. Safety and Accident Prevention**

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

**37. Follow-On Contracts**

- a) If the Contractor or its affiliates provides Consulting and Direction (as defined below), the Contractor and its affiliates:
  - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Consulting and Direction; and
  - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever comes later.
- b) "Consulting and Direction" means services for which the Contractor received compensation from the CSURMA and includes:
  - (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
  - (ii) development or design of test requirements;

**CSURMA GENERAL PROVISIONS**  
**for**  
**SERVICE ACQUISITIONS**

- (iii) evaluation of test data;
  - (iv) direction of or evaluation of another Contractor;
  - (v) provision of formal recommendations regarding the acquisition of products or services; or
  - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
  - (ii) where the CSURMA has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

**38. Expatriate Corporations**

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

**39. Insurance Requirements**

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

- (a) The certificate of insurance shall provide:
- (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSURMA;
  - (ii) That the State of California, the Trustees of the California State University, the CSU, the CSURMA, the campus, and the employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
  - (iii) That the State, the Trustees, the CSU, and the CSURMA and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
  - (iv) That the insurer has an AM Best rating of A: VII or equivalent.
- (b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSURMA, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the CSURMA may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (c) Workers' Compensation insurance coverage as required by the State of California.

**40. Rights in Work Product**

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor

**CSURMA GENERAL PROVISIONS**  
**for**  
**SERVICE ACQUISITIONS**

creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Clause will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials. The CSURMA will have Government Purpose Rights to the Work Product as Deliverable or delivered to the CSURMA hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the CSURMA for any CSURMA purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any CSURMA purpose. Such recipients of the Work Product may include, without limitation, CSURMA Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.

This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

**41. Confidentiality of Data**

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

**Rider  
B  
Scope of Work and Payment Schedule**

The Service Provider shall provide the emergency response services to the California State University (CSU) campuses, Chancellor's Office, campus auxiliaries in response to storm, fire, natural disaster, other emergencies due to an act of God, public disturbance, vandalism or other unexpected causes which results in damage to state-owned buildings, state-owned real property or any improvements thereon.

The Service Provider shall provide such services as, but limited to, debris removal (no demolition), general clean up, wet/dry vacuuming and pumping, equipment and documentation salvage/recovery, drying and dehumidification, duct cleaning, content restoration, site damage assessment, network recovery, and other services deemed necessary to protect the public health, safety, and welfare. These services shall not be public works services in nature.

The Service Provider will respond to an emergency situation during normal business hours and days, defined as 7 days a week 24 hours a day, including Christmas, as shown on Appendix 1, Response Time Normal Business. The Service Provider cannot guarantee response time in area wide events, such as an earthquake.

The Service Provider shall provide:

1. Respond to emergency call from authorized campus individuals.
2. Be familiar with the campus layout.
3. Assign a dedicated Account Manager to the CSURMA account.
4. Provide 24 hour a day toll free emergency telephone hot line for emergency communication.

The CSURMA shall provide:

1. List of campus individuals authorized to request emergency services.
2. Provide a copy of the campus Disaster Recovery Plan, campus blueprints, and Risk Management and Environment Health & Safety contacts.

Insurance Requirement: Contractor shall provide an underwriter's endorsement with an insurance certifications to the campus prior to commencement the of work with the following limits.

General Liability insurance - combined single limit	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Vehicle insurance -	\$1,000,000 per occurrence

(a) The certificate of insurance shall provide:

- (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSURMA;
- (ii) That the State of California, the Trustees of the California State University, the CSU, the CSURMA, the campus, and the employees, volunteers, officers, and agents of each of them, are

- included as additional insureds, but only insofar as the operations under this contract are concerned;
- (iii) That the State, the Trustees, the CSU, and the CSURMA, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
  - (iv) That the insurer has an AM Best rating of A: VII or equivalent.
- (b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSURMA, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the CSURMA may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (c) Workers' Compensation insurance coverage as required by the State of California.

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

- (a) Environmental Impairment (pollution) Liability Insurance-Limits of Liability  
\$10,000,000 General Aggregate  
\$ 5,000,000 Each Occurrence-- combined single limit for bodily injury and property damage, including clean up costs.
- (b) In addition to the coverage described in 4.06-a (4)(a)(ii), Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:
  - (i) MCS-90 endorsement
  - (ii) Sudden & Accidental Pollution endorsement--Limits of Liability\*  
\$2,000,000 Each Occurrence  
\$2,000,000 General Aggregate

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

With the Trustees' approval, the Contractor may delegate the responsibility to provide this additional coverage, as described above, to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all of the requirements above: (2) Verification of Coverage and (3) Insurance Provisions. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 days of the Notice to Proceed, whichever is less.

Acceptability of Insurers - Insurers shall be licensed by the State of California

Payment & Invoicing:

Payment will be made within 30 days of receipt of contractor's invoice. The contractor shall reference the campus and purchase order number on the invoice.

Rate and Materials Schedule:

Services and equipment shall be provided at the rates shown on Appendix 2 of this Rider. Upon 30 day written notice to the CSURMA the Contractor may amend the prices or terms of the Rate and Material Schedule.

Travel Policy

The Service Provider's travel costs shall not exceed allowances provided for in Rider E, CSU Policy and Procedures Governing Travel and Relocation Expense Reimbursement.

<b>BELFOR USA</b>	<b>Response Time Normal Business</b>
Cal State Long Beach	2-4 hours
Cal State Bakersfield	2-4 hours
Cal State Camarillo (Channel Islands)	2-4 hours
Cal State Chico	2-4 Hours
Cal State Dominguez Hills	1-3 Hours
Cal State Carson	1-3 Hours
Cal State Hayward	1-3 hours
Cal State Fresno	2-4 hours
Cal State Fullerton	1-3 hours
Humboldt State, Arcata	2-4 hours
Cal State Los Angeles	2-4 hours
California Maritime Academy, Vallejo	2-4 hours
Cal State Monterey Bay	2-4 hours
Cal State Northridge	1-3 hours
Cal State Pomona	1-3 Hours
Cal State Sacramento	1-3 hours
Cal State San Bernardino	1-3 hours
Cal State San Diego	1-3 Hours
San Francisco Univ, San Francisco	1-3 Hours
San Jose State, San Jose	2-4 hours
Cal Poly, San Luis Obispo	2-4 hours
Cal State San Marcos	1-3 hours
Sonoma State Univ, Rohnert Park	2-4 hours
Cal State, Stanislaus	2-4 hours

§ I. **Service Line Labor Rates and Considerations**

Rate Code	Job Title	Hourly Rate
-----------	-----------	-------------

**Project Management Classifications:<sup>1</sup>**

AA	Administrative Assistant .....	\$ 37.50
PA	Project Auditor .....	\$ 54.50
APM	Assistant Project Manager .....	\$ 68.00
HSO	Health & Safety Officer .....	\$ 75.00
PM	Project Manager .....	\$ 100.00
PE	Project Estimator .....	\$ 109.00
SPM	Senior Project Manager .....	\$ 124.00
PC	Project Coordinator .....	\$ 151.00

<sup>1</sup> These classifications are used throughout other service lines

**General Classifications:<sup>1,2</sup>**

GL	General Labor .....	\$ 32.75
LF	Labor Foreman .....	\$ 38.50

<sup>1</sup> These classifications are used throughout other service lines.

<sup>2</sup> In California and New York, a multiplier of 1.25 will be applied to the hourly rate. The New York rate applies to a fifty mile radius from the borough of Manhattan.

**Restoration Services (General):<sup>1</sup>**

RT	Restoration Technician .....	\$ 50.00
RS	Restoration Supervisor .....	\$ 54.50

<sup>1</sup> In California and New York, a multiplier of 1.25 will be applied to the hourly rate. The New York rate applies to a fifty mile radius from the borough of Manhattan.

**Reconstruction Services:<sup>1</sup>**

DP	Drywall Installer/Finisher/Painter .....	\$ 46.00
TF	Trade Foreman .....	\$ 50.00
CR	Carpenter (General Framer/Finish/Trim/Cabinet/Mechanic).....	\$ 54.50
CF	Carpenter Foreman .....	\$ 58.00

<sup>1</sup> In California and New York, a multiplier of 1.25 will be applied to the hourly rate. The New York rate applies to a fifty mile radius from the borough of Manhattan.

**Technical Services (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold):**

TN	Technician .....	\$ 65.00
TS	Technical Specialist .....	\$ 72.50
TL	Team Leader .....	\$ 84.50
TSE	Technical Support Engineer .....	\$ 89.50
	(Chemistry, Electronic, Machinery, Quality Control)	

**Semiconductor Services:**

DM	Documentation Manager .....	\$ 65.00
DPA	Decon Project Auditor .....	\$ 75.00
DC	Decon Technician .....	\$ 84.50
DPM	Decon Project Manager .....	\$ 145.00
DE	Decon Engineer .....	\$ 164.50

**Environmental Services:**

HT	Hazmat/Asbestos Technician.....	\$ 45.00
HLT	Hazmat/Asbestos Lead Technician.....	\$ 57.00
HEO	Hazmat/Asbestos Equipment Operator.....	\$ 62.00
HS	Hazmat/Asbestos Supervisor.....	\$ 71.00

§ I. II **Labor Calculation Policy:**

The guidelines for labor invoicing will be as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday will be at 1.5 times the regular hourly rate. All hours worked on Sunday and all Holidays (see §I.III Item 3 for recognized holidays) will be charged at 2 times the regular hourly rate.

**After Hours Emergency Services:** In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 4:00 p.m.-7:00 a.m.), 1.5 times the scheduled rate will be charged.



**§ I. Service Line Labor Rates and Considerations**

**§ I.III Labor Considerations**

- 1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions.
- 2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the standard hourly rate (no overtime) will be charged.
- 3). National holidays recognized by BELFOR are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- 4). The scheduled Labor Rates will be charged for all BELFOR personnel, labor crews, and subcontractors fulfilling any Labor Classifications.
- 5). Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all labor rates.

**§ II. Scheduled Equipment Rental (see § II.I Itemized Scheduled Equipment Rental)**

- 1). The listed prices shall be applied to all equipment that are utilized in the performance of the work.
- 2). During the course of performance of the work BELFOR may add additional equipment to the schedule.
- 3). The freight charge for all Scheduled Equipment utilized during area-wide catastrophes will be one additional day of rental.
- 4). Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all Scheduled Equipment Rental rates.

**§ III. Scheduled Consumables (see § III.I Itemized Scheduled Consumables)**

- 1). Any scheduled consumables purchased locally where the price exceeds 80% of the rate, the item will be invoiced at documented cost plus Contractor's 10% Overhead / 10% Profit (21%).
- 2). BELFOR reserves the right to change the rates of consumables affected by market conditions.
- 3). During the course of performance of the work BELFOR may add additional consumables to the schedule.
- 4). The freight charge for all Scheduled Consumables utilized during area-wide catastrophes will be one percent (1%) of the scheduled rate.
- 5). Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all Scheduled Consumable rates.

**§ IV. Vendors, Unscheduled Materials and Unscheduled Equipment**

- 1). Contractor's 10% overhead and 10% profit (21%) will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors (including DUCTZ HVAC and BELFOR Environmental Services) who are not fulfilling a scheduled Labor Classification.
- 2). Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all Vendors, Unscheduled Materials and Unscheduled Equipment invoices.

**§ V. Reimbursables**

- 1). Contractor's 10% overhead will be added to the total of all reimbursables.
- 2). Per diem rates are \$30 per person per day and will be charged for all BELFOR personnel and all subcontracted personnel engaged by BELFOR  
Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.
- 3). BELFOR shall be reimbursed for travel expenses (airfare, hotels, rental cars) for personnel at documented costs plus markup (see item 1).

**§ VI. Document Drying and Recovery Services**

Freeze drying charges will range from \$40 to \$75 per cubic foot based on the volume of documents to be dried, the type of document (bound or loose paper), and the moisture saturation.

Other recovery service charges will be determined per job, based on the following relevant factors:

- \* Nature of Damage
- \* Degree of soot / char
- \* Mold contamination
- \* Odor

Because the type and level of contamination may vary so greatly and thus affect the resultant recovery protocol required, these additional services will be quoted after examining a sample of the affected documents.

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

Effective Date: October 2007

§ II. ITEMIZED SCHEDULED EQUIPMENT

Equipment Description	Unit	Rate	Equipment Description	Unit	Rate
Accounting Package (laptop, printer)	Ea / Day	\$ 69.00	Jerome Mercury Vapor Analyzer	Ea / Day	\$ 252.50
Air compressor, gas/electric	Ea / Day	\$ 37.00	Ladder, 24', 34' & Extension ladders	Ea / Day	\$ 12.50
Air compressor, tow behind	Ea / Day	\$ 118.50	Ladder, 4', 6', 8', 10 & 12'	Ea / Day	\$ 7.00
Air movers/carpet blowers	Ea / Day	\$ 30.00	Light, Temporary (Demo / Stand / String)	Ea / Day	\$ 24.50
Barricade fencing, 100 feet	100 ft / wk	\$ 37.00	Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 155.50
Blasting Unit, Agri/Soda	Ea / Day	\$ 648.00	Manometer	Ea / Day	\$ 82.50
Bobcat, Small	Ea / Day	\$ 386.00	Mechanical Gang Box (heavy tools)	Ea / Day	\$ 37.00
Buffer, Floor	Ea / Day	\$ 37.00	Mini-Rae (PID)	Ea / Day	\$ 180.00
Camera, IR	Ea / Day	\$ 489.00	Mop Bucket with wringer	Ea / Day	\$ 2.00
Carpet Cleaning Machine	Ea / Day	\$ 52.50	MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 206.00
Cart, Electronic Decontamination	Ea / Day	\$ 63.00	Oven, Convection Drying (ULT)	Ea / Day	\$ 436.50
Cart, Tilt/Demolition	Ea / Day	\$ 24.50	Oven, Vacuum Drying	Ea / Day	\$ 623.00
Cascade Breathing Air System	Ea / Day	\$ 170.00	Ozone Generator	Ea / Day	\$ 124.50
Chemical Hose, Hazmat	Ea / Day	\$ 226.50	Personal Fall Protection (PPF)	PP / Day	\$ 37.00
Cleaning Room, HEPA filtered	Ea / Day	\$ 978.50	Personal Protection Equipment (PPE)	PP / Day	\$ 18.50
Confined Space Entry System	Ea / Day	\$ 206.00	Personal Respiratory Protection (PRP)	PP / Day	\$ 37.00
Containment System (zipper door)	Ea / Day	\$ 24.50	Personal Sample Pump	Ea / Day	\$ 29.00
Crane, A-Frame (1 ton)	Ea / Day	\$ 139.00	Phone, Project (cellular)	Ea / Day	\$ 29.00
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 772.50	Pump, Diaphragm 1", Hazmat	Ea / Day	\$ 206.00
Decon Room	Per Project	\$ 515.00	Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 309.00
Decontamination Shower/Filter	Ea / Day	\$ 144.00	Pump, Sump / Flood	Ea / Day	\$ 34.00
Dehumidification, Dehumidifier - 150 cfm	Ea / Day	\$ 121.00	Pump, Trash with Hose, 2"	Ea / Day	\$ 139.00
Dehumidification, Dehumidifier - 300 cfm	Ea / Day	\$ 272.00	Quality Control Kit, (scientific instruments)	Ea / Day	\$ 187.50
Dehumidification, Dehumidifier - 500/600 cfm	Ea / Day	\$ 405.00	Radio, 2 way - Job site communications	Ea / Day	\$ 24.50
Dehumidification, Dehumidifier - 2000/2250 cfm	Ea / Day	\$ 842.50	Reflectoquant Test Device	Ea / Day	\$ 103.00
Dehumidification, Dehumidifier - 3500 cfm	Ea / Day	\$ 1,004.00	Respirator, PAPR	Ea / Day	\$ 82.50
Dehumidification, Dehumidifier - 4500-5000 cfm	Ea / Day	\$ 1,380.50	Sand Blaster	Ea / Day	\$ 39.00
Dehumidification, Dehumidifier - 9000/10000 cfm	Ea / Day	\$ 2,138.50	Sander - Dustless	Ea / Day	\$ 31.00
Dehumidification, Dehumidifier - 15000 cfm	Ea / Day	\$ 3,669.00	Saw, Demo	Ea / Day	\$ 106.00
Dehumidification, Dehumidifier - 1 Ton Spot Cooler	Ea / Day	\$ 161.50	Saw, Power Miter	Ea / Day	\$ 40.00
Dehumidification, Dehumidifier - DX Unit - 20 / 30 ton	Ea / Day	\$ 1,295.50	Scaffolding, Baker	Ea/Section	\$ 26.00
Dehumidification, Dehumidifier - DX Unit - 60 Ton	Ea / Day	\$ 2,041.50	Self-Contained Breathing Apparatuses (SCBA), 30 Minute	Ea / Day	\$ 144.00
Dehumidification, Dehumidifier - Chiller 100 to 400 Ton	Ton / Day	\$ 26.00	Self-Contained Breathing Apparatuses (SCBA), 5 Minute	Ea / Day	\$ 113.50
Dehumidification, Dehumidifier, gas fired - 2000/2250 cfm	Ea / Day	\$ 972.50	Sealer, Vacuum	Ea / Day	\$ 273.00
Dehumidification, Dehumidifier, gas fired - 4500/5000 cfm	Ea / Day	\$ 1,620.00	Smoke Machines (small)	Ea / Day	\$ 100.00
Dehumidification, Dehumidifier, gas fired - 9000/10000 cfm	Ea / Day	\$ 2,559.50	Soda Blaster	Ea / Day	\$ 966.00
Dehumidification, Heater - 20 KW	Ea / Day	\$ 180.00	Sponge Jet Blaster	Ea / Day	\$ 224.50
Dehumidification, Heater - 50 KW	Ea / Day	\$ 356.50	Sponge Jet Media Classifier	Ea / Day	\$ 206.00
Dehumidification, Heater - 100 KW	Ea / Day	\$ 486.00	Spray Booth with 2 sinks (portable)	Ea / Day	\$ 187.50
Dehumidification, Heater - 150 KW	Ea / Day	\$ 583.00	Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 81.50
Dehumidification, Heater - 200 KW	Ea / Day	\$ 939.50	Steam Cleaner	Ea / Day	\$ 243.00
Dehumidification, Heater - 400 KW	Ea / Day	\$ 1,328.50	Tool Box (portable)	Ea / Day	\$ 24.50
Dehumidification, Heater - 600 KW	Ea / Day	\$ 1,815.00	Tool Handling Charge	Per Project	\$ 463.50
Dehumidification, Heater - 1000 KW	Ea / Day	\$ 2,138.50	Tool Set, Electrical (electronic/mechanic)	PP/Day	\$ 24.50
DI Water System	Ea / Day	\$ 40.00	Tool Set, Frame/Demo (passload, saws, etc)	PP/Day	\$ 31.00
Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 69.00	Trailer, Freezer	Ea / Day	\$ 155.50
Dolly/Wheelbarrow	Ea / Day	\$ 8.00	Trailer, Emergency Response, Hazmat	Ea / Day	\$ 309.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 143.00	Truck, Pickup 3/4 Ton, 4x4	Ea / Day	\$ 118.50
Dry Ice Blaster w/Accessories	Ea / Day	\$ 973.50	Truck, 1 Ton 4x4 Liftgate	Ea / Day	\$ 165.00
Electrical Distribution (120 Amp Panel)	Ea / Day	\$ 187.50	Truck/Trailer	Ea / Day	\$ 124.50
Electrical Distribution (Spider Box)	Ea / Day	\$ 75.00	Truck, Moving	Ea / Day	\$ 155.50
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 412.00	Ultrasonic Bath (large)	Ea / Day	\$ 324.50
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 224.50	Ultrasonic Bath (small)	Ea / Day	\$ 187.50
ESD Workstation (electro-static discharge)	Ea / Day	\$ 13.00	Ultrasonic Dip Line (1,300 gal)	Ea / Day	\$ 3,385.00
Extension Cord	Ea / Day	\$ 4.50	Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 63.00
Extraction Unit (portable)	Ea / Day	\$ 155.50	Vacuum, Clean Room	Ea / Day	\$ 154.50
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 561.50	Vacuum, HEPA	Ea / Day	\$ 100.00
Floor cleaning system (walk behind)	Ea / Day	\$ 237.00	Vacuum, Upright	Ea / Day	\$ 16.50
Fogger, Commercial	Ea / Day	\$ 112.50	Vacuum, Wet/Dry	Ea / Day	\$ 34.00
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 40.00	Vehicle, Pickup, SUV or Car	Ea / Day	\$ 69.00
Gas Detector, ATI PortaSens II	Ea / Day	\$ 307.00	Vehicle, Van (1 van per 10 people)	Ea / Day	\$ 112.50
Generator (portable)	Ea / Day	\$ 124.50	Washer, High Pressure (cold)	Ea / Day	\$ 100.00
Heater, Electric	Ea / Day	\$ 15.50	Washer, High Pressure (hot)	Ea / Day	\$ 124.50
Heater, Propane/Torpedo	Ea / Day	\$ 55.50	Wet Bench (portable)	Ea / Day	\$ 188.00
HEPA Filtered Hood	Ea / Day	\$ 154.50	Workstation (table, chair, lights, ESD)	Ea / Day	\$ 24.50
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 155.50	X-Ray Dryer	Ea / Day	\$ 155.50
HEPA Water Displacement Unit	Ea / Day	\$ 93.50	X-Ray Separation Tank	Ea / Day	\$ 467.50
HVAC Vacuum System	Ea / Day	\$ 486.00			
HVAC Video / Tool Robot	Ea / Day	\$ 504.50			
Injectdry Unit	Ea / Day	\$ 131.00			
Insulation Machine	Ea / Day	\$ 89.50			
Ion Air Cleaning System	Ea / Day	\$ 47.50			
Jack Hammer	Ea / Day	\$ 100.00			

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

Effective Date: October 2007

ITEMIZED SCHEDULED EQUIPMENT

Equipment Description	Unit	Rate	Equipment Description	Unit	Rate
Accounting Package (laptop, printer)	Ea / Day	\$ 69.00	Jerome Mercury Vapor Analyzer	Ea / Day	\$ 252.50
Air compressor, gas/electric	Ea / Day	\$ 37.00	Ladder, 24', 34' & Extension ladders	Ea / Day	\$ 12.50
Air compressor, tow behind	Ea / Day	\$ 118.50	Ladder, 4', 6', 8', 10 & 12'	Ea / Day	\$ 7.00
Air movers/carpet blowers	Ea / Day	\$ 30.00	Light, Temporary (Demo / Stand / String)	Ea / Day	\$ 24.50
Barricade fencing, 100 feet	100 ft / wk	\$ 37.00	Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 155.50
Blasting Unit, Agri/Soda	Ea / Day	\$ 648.00	Manometer	Ea / Day	\$ 82.50
Bobcat, Small	Ea / Day	\$ 386.00	Mechanical Gang Box (heavy tools)	Ea / Day	\$ 37.00
Buffer, Floor	Ea / Day	\$ 37.00	Mini-Rae (PID)	Ea / Day	\$ 180.00
Camera, IR	Ea / Day	\$ 489.00	Mop Bucket with wringer	Ea / Day	\$ 2.00
Carpet Cleaning Machine	Ea / Day	\$ 52.50	MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 208.00
Cart, Electronic Decontamination	Ea / Day	\$ 63.00	Oven, Convection Drying (ULT)	Ea / Day	\$ 436.50
Cart, Tilt/Demolition	Ea / Day	\$ 24.50	Oven, Vacuum Drying	Ea / Day	\$ 623.00
Cascade Breathing Air System	Ea / Day	\$ 170.00	Ozone Generator	Ea / Day	\$ 124.50
Chemical Hose, Hazmat	Ea / Day	\$ 226.50	Personal Fall Protection (PFP)	PP / Day	\$ 37.00
Cleaning Room, HEPA filtered	Ea / Day	\$ 978.50	Personal Protection Equipment (PPE)	PP / Day	\$ 18.50
Confined Space Entry System	Ea / Day	\$ 206.00	Personal Respiratory Protection (PRP)	PP / Day	\$ 37.00
Containment System (zipper door)	Ea / Day	\$ 24.50	Personal Sample Pump	Ea / Day	\$ 29.00
Crane, A-Frame (1 ton)	Ea / Day	\$ 139.00	Phone, Project (cellular)	Ea / Day	\$ 29.00
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 772.50	Pump, Diaphragm 1", Hazmat	Ea / Day	\$ 206.00
Decon Room	Per Project	\$ 515.00	Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 309.00
Decontamination Shower/Fitter	Ea / Day	\$ 144.00	Pump, Sump / Flood	Ea / Day	\$ 34.00
Dehumidification, Dehumidifier - 150 cfm	Ea / Day	\$ 121.00	Pump, Trash with Hose, 2"	Ea / Day	\$ 139.00
Dehumidification, Dehumidifier - 300 cfm	Ea / Day	\$ 272.00	Quality Control Kit, (scientific instruments)	Ea / Day	\$ 187.50
Dehumidification, Dehumidifier - 500/600 cfm	Ea / Day	\$ 405.00	Radio, 2 way -- Job site communications	Ea / Day	\$ 24.50
Dehumidification, Dehumidifier - 2000/2250 cfm	Ea / Day	\$ 842.50	Reflectoquant Test Device	Ea / Day	\$ 103.00
Dehumidification, Dehumidifier - 3500 cfm	Ea / Day	\$ 1,004.00	Respirator, PAPR	Ea / Day	\$ 82.50
Dehumidification, Dehumidifier - 4500-5000 cfm	Ea / Day	\$ 1,360.50	Sand Blaster	Ea / Day	\$ 39.00
Dehumidification, Dehumidifier - 9000/10000 cfm	Ea / Day	\$ 2,138.50	Sender - Dustless	Ea / Day	\$ 31.00
Dehumidification, Dehumidifier - 15000 cfm	Ea / Day	\$ 3,669.00	Saw, Demo	Ea / Day	\$ 106.00
Dehumidification, Dehumidifier - 1 Ton Spot Cooler	Ea / Day	\$ 161.50	Saw, Power Miter	Ea / Day	\$ 40.00
Dehumidification, Dehumidifier - DX Unit - 20 / 30 ton	Ea / Day	\$ 1,295.50	Scaffolding, Baker	Ea/Section	\$ 26.00
Dehumidification, Dehumidifier - DX Unit - 60 Ton	Ea / Day	\$ 2,041.50	Self-Contained Breathing Apparatuses (SCBA), 30 Minute	Ea / Day	\$ 144.00
Dehumidification, Dehumidifier - Chiller 100 to 400 Ton	Ton / Day	\$ 26.00	Self-Contained Breathing Apparatuses (SCBA), 5 Minute	Ea / Day	\$ 113.50
Dehumidification, Dehumidifier, gas fired - 2000/2250 cfm	Ea / Day	\$ 972.50	Sealer, Vacuum	Ea / Day	\$ 273.00
Dehumidification, Dehumidifier, gas fired - 4500/5000 cfm	Ea / Day	\$ 1,620.00	Smoke Machines (small)	Ea / Day	\$ 100.00
Dehumidification, Dehumidifier, gas fired - 9000/10000 cfm	Ea / Day	\$ 2,559.50	Soda Blaster	Ea / Day	\$ 966.00
Dehumidification, Heater - 20 KW	Ea / Day	\$ 160.00	Sponge Jet Blaster	Ea / Day	\$ 224.50
Dehumidification, Heater - 50 KW	Ea / Day	\$ 356.50	Sponge Jet Media Classifier	Ea / Day	\$ 206.00
Dehumidification, Heater - 100 KW	Ea / Day	\$ 486.00	Spray Booth with 2 sinks (portable)	Ea / Day	\$ 187.50
Dehumidification, Heater - 150 KW	Ea / Day	\$ 583.00	Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 81.50
Dehumidification, Heater - 200 KW	Ea / Day	\$ 939.50	Steam Cleaner	Ea / Day	\$ 243.00
Dehumidification, Heater - 400 KW	Ea / Day	\$ 1,328.50	Tool Box (portable)	Ea / Day	\$ 24.50
Dehumidification, Heater - 600 KW	Ea / Day	\$ 1,815.00	Tool Handling Charge	Per Project	\$ 463.50
Dehumidification, Heater - 1000 KW	Ea / Day	\$ 2,138.50	Tool Set, Electrical (electronic/mechanic)	PP/Day	\$ 24.50
DI Water System	Ea / Day	\$ 40.00	Tool Set, Frame/Demo (passload, saws, etc)	PP/Day	\$ 31.00
Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 69.00	Trailer, Freezer	Ea / Day	\$ 155.50
Dolly/Wheelbarrow	Ea / Day	\$ 8.00	Trailer, Emergency Response, Hazmat	Ea / Day	\$ 309.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 143.00	Truck, Pickup 3/4 Ton, 4x4	Ea / Day	\$ 118.50
Dry Ice Blaster w/Accessories	Ea / Day	\$ 973.50	Truck, 1 Ton 4x4 Liftgate	Ea / Day	\$ 165.00
Electrical Distribution (120 Amp Panel)	Ea / Day	\$ 187.50	Truck/Trailer	Ea / Day	\$ 124.50
Electrical Distribution (Spider Box)	Ea / Day	\$ 75.00	Truck, Moving	Ea / Day	\$ 155.50
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 412.00	Ultrasonic Bath (large)	Ea / Day	\$ 324.50
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 224.50	Ultrasonic Bath (small)	Ea / Day	\$ 187.50
ESD Workstation (electro-static discharge)	Ea / Day	\$ 13.00	Ultrasonic Dip Line (1,300 gal)	Ea / Day	\$ 3,365.00
Extension Cord	Ea / Day	\$ 4.50	Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 63.00
Extraction Unit (portable)	Ea / Day	\$ 155.50	Vacuum, Clean Room	Ea / Day	\$ 154.50
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 561.50	Vacuum, HEPA	Ea / Day	\$ 100.00
Floor cleaning system (walk behind)	Ea / Day	\$ 237.00	Vacuum, Upright	Ea / Day	\$ 16.50
Fogger, Commercial	Ea / Day	\$ 112.50	Vacuum, Wet/Dry	Ea / Day	\$ 34.00
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 40.00	Vehicle, Pickup, SUV or Car	Ea / Day	\$ 69.00
Gas Detector, ATI PortaSens II	Ea / Day	\$ 307.00	Vehicle, Van (1 van per 10 people)	Ea / Day	\$ 112.50
Generator (portable)	Ea / Day	\$ 124.50	Washer, High Pressure (cold)	Ea / Day	\$ 100.00
Heater, Electric	Ea / Day	\$ 15.50	Washer, High Pressure (hot)	Ea / Day	\$ 124.50
Heater, Propane/Torpedo	Ea / Day	\$ 55.50	Wet Bench (portable)	Ea / Day	\$ 188.00
HEPA Filtered Hood	Ea / Day	\$ 154.50	Workstation (table, chair, lights, ESD)	Ea / Day	\$ 24.50
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 155.50	X-Ray Dryer	Ea / Day	\$ 155.50
HEPA Water Displacement Unit	Ea / Day	\$ 93.50	X-Ray Separation Tank	Ea / Day	\$ 467.50
HVAC Vacuum System	Ea / Day	\$ 486.00			
HVAC Video / Tool Robot	Ea / Day	\$ 504.50			
Injectdry Unit	Ea / Day	\$ 131.00			
Insulation Machine	Ea / Day	\$ 89.50			
Ion Air Cleaning System	Ea / Day	\$ 47.50			
Jack Hammer	Ea / Day	\$ 100.00			

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

D & B Annual Discount Plan (ADP) & PPP 2007 Price Guide - Effective January 1, 2007

IMPORTANT: NOT ALL PRODUCTS LISTED IN THE PRICE GUIDE ARE PPP ELIGIBLE

Table with columns: Annual Upright Commitment, Discount, Band 1, Band 2, Band 3, Band 4, Band 5, Band 6, Band 7.

Custom Pricing

The price per product will vary depending upon your volume commitment, billing option (One Time, Effective Date/2006, Quarterly, or Monthly) and program premium. The annual upfront commitment amount excludes reference service options and annual service fees.

Discount Schedule Based On Annual Upright Commitment

Main table with columns: Line Price, Band 1, Band 2, Band 3, Band 4, Band 5, Band 6, Band 7. Includes various product categories like Business Identification & Rating, Financial Statements, and Credit Reports.

MDP > Data Packets 2007 Price List

The monthly bill depends on the types and quantities of products purchased each month from DAB. Most products listed in this Price Guide are eligible for 1.0% to 26.5% discounts off their list prices.

D & B Monthly Discount Plan (MDP) 2007 Price Guide - Effective January 1, 2007

Main table with columns: Line Price, Band 1, Band 2, Band 3, Band 4, Band 5, Band 6, Band 7. Includes various product categories like Business Identification & Rating, Financial Statements, and Credit Reports.

To be eligible for the 10% line discount, note in the list of eligible SICs.

UP and Packet Data Descriptions: Group 1 - Business Identification and Rating, Group 5 - Financials, Group 6 - Financials.

UP and Packet Data Descriptions: Group 1 - Business Identification and Rating, Group 5 - Financials, Group 6 - Financials.

**ADP/PPP > Data Packets 2007 Price List**

**MDP > Data Packets 2007 Price List**

<p>Group 2 - Sales/Net Worth</p> <ul style="list-style-type: none"> <li>PK 19 Sales/Net Worth</li> <li>PK 20 Finance - Update</li> <li>PK 21 Interim Changes</li> <li>PK 22 Interim Updates</li> <li>PK 23 Insurance</li> <li>PK 24 Comparative/Minimum Requirements</li> <li>PK 25 Comments - Outside</li> <li>PK 26 Management Contact Attempt</li> <li>PK 27 Management Contact Other</li> <li>PK 28 Management Partial Figures</li> </ul> <p>Group 3 - Payments/Banking</p> <ul style="list-style-type: none"> <li>PK 07 Trade Experiences (Up to 89)</li> <li>PK 51 Bank Accounts</li> <li>PK 52 Bank Loans</li> <li>PK 53 Bank Name and Address</li> </ul> <p>Group 4 - Public Filings/Special Events</p> <ul style="list-style-type: none"> <li>PK 54 Financing Statements-Uniform Commercial Code (UCC's)</li> <li>PK 55 Judgments</li> <li>PK 56 Liens</li> <li>PK 57 Public Filings Other</li> <li>PK 58 Suits</li> <li>PK 59 Bankruptcy Filings</li> <li>PK 60 Burglary or Embezzlements</li> <li>PK 61 Business Discontinued</li> <li>PK 62 Business Moved</li> <li>PK 63 Business Name Change</li> <li>PK 64 Chief Executive Change</li> <li>PK 65 UCC Filings - Number of filings as displayed in Business Information Report</li> <li>PK 66 Criminal Proceedings</li> <li>PK 67 Fire or Other Disasters</li> <li>PK 68 Legal Structure Change</li> </ul> <p>Group 6 - History/Operations</p> <ul style="list-style-type: none"> <li>PK 30 Operations (Branch/Division)</li> <li>PK 31 Locations (Branch/Division)</li> <li>PK 32 Subsidiaries</li> <li>PK 33 Buying Agreements</li> <li>PK 34 Construction WIP</li> <li>PK 35 Functions Activities</li> <li>PK 36 Business Area</li> <li>PK 39 Term of Sales</li> <li>PK 40 Parent Company</li> <li>PK 41 Premises</li> <li>PK 42 Capital Stock Allocation</li> <li>PK 43 Construction Performance Record</li> <li>PK 44 History Miscellaneous</li> <li>PK 45 Organizational Control</li> <li>PK DL Organizational Structure</li> <li>PK 48 Antecedents</li> <li>PK 60 Principals</li> </ul> <p>Analized Trade</p> <ul style="list-style-type: none"> <li>PK 71 Trade - PAYDEX Case</li> <li>PK 72 Trade - PAYDEX Norm</li> <li>PK 80 Payment Detailed Summary</li> <li>PK 81 Payment Habits by Industry</li> </ul>	<p>Group 2 - Sales/Net Worth</p> <ul style="list-style-type: none"> <li>PK 19 Sales/Net Worth</li> <li>PK 20 Finance - Update</li> <li>PK 21 Interim Changes</li> <li>PK 22 Interim Updates</li> <li>PK 23 Insurance</li> <li>PK 24 Comparative/Minimum Requirements</li> <li>PK 25 Comments - Outside</li> <li>PK 26 Management Contact Attempt</li> <li>PK 27 Management Contact Other</li> <li>PK 28 Management Partial Figures</li> </ul> <p>Group 3 - Payments/Banking</p> <ul style="list-style-type: none"> <li>PK 07 Trade Experiences (Up to 89)</li> <li>PK 51 Bank Accounts</li> <li>PK 52 Bank Loans</li> <li>PK 53 Bank Name and Address</li> </ul> <p>Group 4 - Public Filings/Special Events</p> <ul style="list-style-type: none"> <li>PK 54 Financing Statements-Uniform Commercial Code (UCC's)</li> <li>PK 55 Judgments</li> <li>PK 56 Liens</li> <li>PK 57 Public Filings Other</li> <li>PK 58 Suits</li> <li>PK 59 Bankruptcy Filings</li> <li>PK 60 Burglary or Embezzlements</li> <li>PK 61 Business Discontinued</li> <li>PK 62 Business Moved</li> <li>PK 63 Business Name Change</li> <li>PK 64 Chief Executive Change</li> <li>PK 65 UCC Filings - Number of filings as displayed in Business Information Report</li> <li>PK 66 Criminal Proceedings</li> <li>PK 67 Fire or Other Disasters</li> <li>PK 68 Legal Structure Change</li> </ul> <p>Group 6 - History/Operations</p> <ul style="list-style-type: none"> <li>PK 30 Operations (Branch/Division)</li> <li>PK 31 Locations (Branch/Division)</li> <li>PK 32 Subsidiaries</li> <li>PK 33 Buying Agreements</li> <li>PK 34 Construction WIP</li> <li>PK 35 Functions Activities</li> <li>PK 36 Business Area</li> <li>PK 39 Term of Sales</li> <li>PK 40 Parent Company</li> <li>PK 41 Premises</li> <li>PK 42 Capital Stock Allocation</li> <li>PK 43 Construction Performance Record</li> <li>PK 44 History Miscellaneous</li> <li>PK 45 Organizational Control</li> <li>PK DL Organizational Structure</li> <li>PK 48 Antecedents</li> <li>PK 60 Principals</li> </ul> <p>Analized Trade</p> <ul style="list-style-type: none"> <li>PK 71 Trade - PAYDEX Case</li> <li>PK 72 Trade - PAYDEX Norm</li> <li>PK 80 Payment Detailed Summary</li> <li>PK 81 Payment Habits by Industry</li> </ul>
--	--

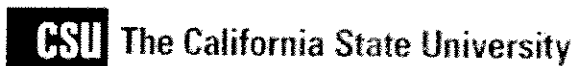
\*\*\*Prices subject to change without notice. Reference products are licensed on an annual lease basis, are not purchased or owned, and must be returned when a new edition is shipped or your agreement has expired. All Product and Services include Delivery Charge

See tab one of this Excel file for important information about D&B's policies with respect to these offers

\*\*\*Prices subject to change without notice. Reference products are licensed on an annual lease basis, are not purchased or owned, and must be returned when a new edition is shipped or your agreement has expired. All Product and Services include Delivery Charge

See tab one of this Excel file for important information about D&B's policies with respect to these offers

\*\*\*Prices subject to change without notice. Reference products are licensed on an annual lease basis, are not purchased or owned, and must be returned when a new edition is shipped or your agreement has expired. All Product and Services include Delivery Charge



WORKING FOR CALIFORNIA

[Home](#) | [Search](#)

[Students](#)  
[Faculty & Staff](#)  
[Teaching & Learning](#)  
[Administration](#)  
[Alumni, Parents & De](#)  
[Business, Community](#)  
[Public Affairs](#)



## Campus Addresses

### Campus Addresses

#### Common Questions

#### Community Relations

#### Experts

#### Advocacy and Institutional Relations

#### History

#### Map of Campus Locations

#### Map to the Office of the Chancellor

#### Public Affairs

#### Quick Facts

#### Office of the Chancellor

401 Golden Shore, Long Beach, CA 90802  
(562) 951-4000

#### California State University, Bakersfield

9001 Stockdale Highway, Bakersfield, CA 93311-1099  
(661) 664-2011

#### California State University, Channel Islands

One University Drive, Camarillo, CA 93012  
(805) 437-8400

#### California State University, Chico

1st and Normal Streets, Chico, CA 95929-0722  
(530) 898-4636

#### California State University, Dominguez Hills

1000 East Victoria Street, Carson, CA 90747  
(310) 243-3300

#### California State University, East Bay

25800 Carlos Bee Blvd., Hayward, CA 94542-3035  
(510) 885-3000

#### California State University, Fresno

5150 North Maple Avenue, Fresno, CA 93740-0057  
(559) 278-4240

#### California State University, Fullerton

800 North State College Boulevard, Fullerton, CA 92834-6900  
(714) 278-2011

#### Humboldt State University

1 Harpst Street, Arcata, CA 95521-4957  
(707) 826-3011

#### California State University, Long Beach

1250 Bellflower Blvd., Long Beach, CA 90840-0106  
(562) 985-4111

**California State University, Los Angeles**

5151 State University Drive, Los Angeles, CA 90032-8530  
(323) 343-3000

**California Maritime Academy**

200 Maritime Academy Drive  
PO Box 1392, Vallejo, CA 94590  
(707) 654-1000

**California State University, Monterey Bay**

100 Campus Center Drive, Seaside, CA 93955-8001  
(831) 582-3330

**California State University, Northridge**

18111 Nordhoff Street, Northridge, CA 91330-8207  
(818) 677-1200

**California State Polytechnic University, Pomona**

3801 West Temple Ave., Pomona, CA 91768-4003  
(909) 869-7659

**California State University, Sacramento**

6000 J Street, Sacramento, CA 95819-6048  
(916) 278-6011

**California State University, San Bernardino**

5500 University Parkway, San Bernardino, CA 92407-2397  
(909) 880-5000

**San Diego State University**

5500 Campanile Drive, San Diego, CA 92182-7455  
(619) 594-5000

**San Francisco State University**

1600 Holloway Ave., San Francisco, CA 94132-4002  
(415) 338-1111

**San Jose State University**

One Washington Square, San Jose, CA 95192-0009  
(408) 924-1000

**California Polytechnic State University, San Luis Obispo**

San Luis Obispo, CA 93407  
(805) 756-1111

**California State University, San Marcos**

333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001  
(760) 750-4000

**Sonoma State University**

1801 East Cotati Ave., Rohnert Park, CA 94928-3609  
(707) 664-2880

**California State University, Stanislaus**

801 West Monte Vista Ave., Turlock, CA 95382  
(209) 667-3122

Contact:  
**[webmaster@calstate.edu](mailto:webmaster@calstate.edu)**

Last Updated: January 28, 2005



## Financing & Treasury

### List of Auxiliary Organizations in Good Standing (89)

<b>CAMPUS</b>	<b>AUXILIARY ORGANIZATIONS</b>
Bakersfield	*Associated Students, California State University, Bakersfield, Inc.
Bakersfield	California State University Bakersfield Foundation
Bakersfield	California State University, Bakersfield Student Union
Bakersfield	California State University, Bakersfield Foundation for Research
Chancellor's Office	California State University Foundation
Chancellor's Office	California State University Institute
Channel Islands	California State University, Channel Islands Foundation
Channel Islands	University Glen Corporation
Channel Islands	*Associated Students of California State University, Channel Islands
Chico	*Associated Students of California State University, Chico
Chico	The University Foundation California State University, Chico
Chico	The CSU, Chico Research Foundation
Dominguez Hills	*Associated Students, California State University, Dominguez Hills
Dominguez Hills	California State University Dominguez Hills Foundation
Dominguez Hills	Donald P. Katherine B. Loker University Student Union, Incorporated
East Bay	*Associated Students, California State University, Hayward
East Bay	California State University, East Bay Foundation, Inc. University Union Inc., California State University East

East Bay	Bay
East Bay	Cal State East Bay Educational Foundation
Fresno	*Associated Students California State University, Fresno
Fresno	California State University, Fresno Association, Inc.
Fresno	California State University, Fresno Foundation
Fresno	The Agricultural Foundation of California State University, Fresno
Fresno	The California State University, Fresno Athletic Corporation
Fresno	Fresno State Programs for Children, Inc.
Fullerton	*Associated Students California State University, Fullerton, Inc.
Fullerton	California State University, Fullerton, Foundation
Fullerton	University Advancement Foundation
Fullerton	CSU, Fullerton Housing Authority
Humboldt	*Associated Students of Humboldt State University
Humboldt	Humboldt State University Center Board of Directors
Humboldt	Humboldt State University Advancement Foundation
Humboldt	Humboldt State University Foundation
Long Beach	*Associated Students, California State University, Long Beach
Long Beach	California State University, Long Beach Foundation
Long Beach	Forty-Niner Shops, Inc.
Los Angeles	*Associated Students of California State University Los Angeles, Inc.
Los Angeles	Cal State L.A. University Auxiliary Services, Inc.
Los Angeles	University-Student Union Board, California State University, Los Angeles
Los Angeles	California State Los Angeles Foundation
Maritime Academy	*Associated Students of the California Maritime Academy

Maritime Academy	California Maritime Academy Foundation, Inc.
Monterey Bay	Foundation of California State University, Monterey Bay
Monterey Bay	CSUMB Employee Housing, Inc.
Northridge	*Associated Students California State University, Northridge, Inc.
Northridge	California State University, Northridge, Foundation
Northridge	The University Corporation
Northridge	University Student Union of California State University, Northridge
Northridge	North Campus - University Park Development Corporation
Pomona	*Associated Students, Incorporated, California State Polytechnic University, Pomona
Pomona	The Cal Poly Pomona Foundation, Inc.
Pomona	Cal Poly Pomona University Educational Trust
Sacramento	*Associated Students of California State University, Sacramento
Sacramento	The University Foundation at Sacramento State
Sacramento	Capital Public Radio, Inc.
Sacramento	University Enterprises, Inc.
Sacramento	University Enterprises Development Group
Sacramento	University Union Operation of California State University, Sacramento
San Bernardino	*Associated Students California State University, San Bernardino
San Bernardino	Foundation for the California State University, San Bernardino
San Bernardino	Student Union of California State University, San Bernardino
San Diego	*Associated Students, San Diego State University
San Diego	Aztec Shops, Ltd.
San Diego	San Diego State University Foundation

San Diego	The Campanile Foundation
San Francisco	*Associated Students of San Francisco State University
San Francisco	Franciscan Shops
San Francisco	The University Corporation, San Francisco State
San Francisco	San Francisco State University Student Center
San Jose	*Associated Students San Jose State University
San Jose	San Jose State University Foundation
San Jose	Spartan Shops, Inc.
San Jose	The Student Union of San Jose State University
San Jose	The Tower Foundation
San Luis Obispo	*Associated Students, Incorporated of California Polytechnic State University at San Luis Obispo
San Luis Obispo	California Polytechnic State University Foundation
San Luis Obispo	Cal Poly Corporation
San Luis Obispo	Cal Poly Housing Corporation
San Marcos	California State University, San Marcos Foundation
San Marcos	San Marcos University Corporation
San Marcos	*Associated Students of California State University, San Marcos
Sonoma	*Associated Students of Sonoma State University
Sonoma	Sonoma State Enterprises, Inc.
Sonoma	Sonoma State University Academic Foundation Inc.
Sonoma	Sonoma Student Union Corporation
Stanislaus	*Associated Students Incorporated of California State University, Stanislaus
Stanislaus	California State University, Stanislaus Auxiliary and Business Services
Stanislaus	University Union of California State University, Stanislaus
Stanislaus	California State University, Stanislaus Foundation

**\*=Recognized Associated Student Body Auxiliary Organization**

Last updated: August 02, 2007

---

Rider E

Office of the Chancellor  
401 Golden Shore, 4<sup>th</sup> Floor  
Long Beach, CA 90802-4210  
562-951-4411  
email: hradmin@calstate.edu

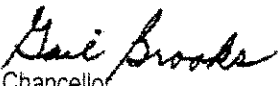


Date: August 22, 2007

Code: HR 2007-13

To: CSU Presidents

Supersedes: HR 2006-25

From: Gail Brooks   
Interim Vice Chancellor  
Human Resources

Subject: CSU Policy and Procedures Governing Travel and Relocation Expense Reimbursement

The Internal Procedures Governing Reimbursement for Travel Expenses and Allowances; Rates for Housing and Lodging (Travel Procedures) and the Internal Procedures Governing Reimbursement for Moving and Relocation Expenses (Relocation Procedures) have been revised and are effective immediately. The key revision is summarized below:

**Moving and Relocation Expenses (Attachment B)**

Section 203/Procedure for Payment of Claims has been revised to clarify the options available to campuses on how payments can be made for moving and relocation claims.

There are no revisions to the CSU's Internal Procedures Governing Reimbursement for Travel Expenses and Allowances (Attachment A) at this time. However, it is being provided for reference.

This policy does not address specific issues related to taxability of reimbursed expenses. Please refer to the SCO Payroll Procedures Manual (PPM) for guidance, and tax reporting instructions, as appropriate.

Questions regarding travel and relocation procedures may be directed to Human Resources Administration at (562) 951-4411. This HR memorandum is also available on the Human Resources Administration's Web site at: <http://www.calstate.edu/HRAadm/memos.shtml>.

GB/lb

Attachments

---

**Distribution:**

Chancellor  
Executive Vice Chancellor and CFO  
Executive Vice Chancellor and CAO  
Vice Presidents, Academic Affairs  
Vice Presidents, Administration  
Vice Presidents, Student Services

Vice Presidents, University Advancement  
Human Resources Directors  
Associate Vice Presidents/Deans of Faculty  
Payroll Managers

**California State University  
Internal Procedures Governing Reimbursement for  
Travel Expenses and Allowances;  
Rates for Housing and Lodging**

**100. Scope.**

These procedures apply to all California State University employees authorized to travel on official University business. The Chancellor or designee is authorized to issue interpretations and take such other action as may be necessary or appropriate to implement the provisions of these procedures.

**101. Definitions.**

For the purpose of these Procedures, the following definitions will apply:

- A. Headquarters. Headquarters shall be established for each employee and shall be defined as the place where the employee spends the largest portion of regular work days or working time, or the place to which the employee returns on completion of special assignments, or as the Chancellor's Office may define in special situations.
1. Where an office building or similar definite place constitutes the employee's headquarters, no subsistence expenses shall be allowed at any location within 25 miles of said headquarters as determined by the normal commute distance.
  2. Where the major portion of an employee's working time is spent within a specifically assigned or limited geographical area, such as a patrol area or beat where the same routes are traveled frequently and routinely on one-day trips, no subsistence expenses shall be allowed at any location within 25 miles from any point in this assigned area as determined by the normal commute distance.  
  
In order to insure equity in special cases, the President may disregard this subsection and authorize individual claims based on subdivision 1 of this rule.
  3. In cases where adherence to the 25-mile limitation creates an unusual and unavoidable hardship to the employee, exceptions may be granted by the President.
- B. Residence. A place of primary dwelling shall be designated for each employee. A primary dwelling shall be defined as the actual dwelling

place of the employee and shall be determined without regard to any other legal or mailing address. However, if an employee is temporarily required to dwell away from the employee's primary dwelling place due to official travel away from headquarters, and said primary dwelling is either inhabited by the employee's dependents or is maintained by the employee at a net monthly expense in excess of \$200, such dwelling place may be continued as the employee's designated primary dwelling.

1. No reimbursement for subsistence expenses shall be allowed on the premises of an employee's residence.
2. An employee shall have only one residence at which travel expenses are prohibited. In any case, where an employee maintains more than one dwelling, meeting the definition of residence set forth in subdivision B above, the President shall designate the one place which bears the most logical relationship to the employee's headquarters.

C. Travel Expenses. Travel expenses include:

1. Subsistence Expenses. Subsistence expenses consist of the charges and attendant expenses for meals and lodging and all charges for personal expenses incurred while on travel status.
2. Business Expenses. Business expenses consist of the charges for business phone calls and telegrams, emergency clothing, equipment or supply purchases, and all other charges necessary to the completion of official business. Any emergency purchase shall be explained, and if over \$25 must be approved by the President.

D. President. President where used in these procedures shall mean a campus President or designee. In the case of the Chancellor's Office, it shall mean the Chancellor or designee.

E. Employee. Employee refers to all officers, administrators, faculty, and staff of The California State University, both full and part time, including volunteer employees.

**102. Discontinuance of Subsistence Allowances.**

- A. Short-Term Subsistence Allowances authorized by Section 105A1 will be discontinued after the 30th consecutive day in one location unless a continuation has been approved in advance by the President.



- B. Long-Term and Non-Commercial Subsistence Allowances authorized by Sections 105A2, 105A3 may be continued beyond 30 days without the approval of the President.

**103. Report of Reimbursed Expense Time Away from Headquarters.**

- A. Any employee whose headquarters is fixed by the President who spends the equivalent of more than 10 days a month in the employee's official duties, who receives a salary plus subsistence expenses, and who is away from headquarters and claims travel expense in any one location for more days in any one month than the employee spent at the employee's headquarters, in each of three or more months in any calendar year, shall file a report thereof with the President.
- B. The report shall contain a statement of the days for which travel expense was claimed away from headquarters during the year and the location at which such expense was incurred. Such reports shall specify those circumstances inherent in the reportee's work assignments which will justify continuation of time away from the headquarters as established by the President. Such reports shall be submitted by the 15th of the month following the third month in which the travel expense was claimed.

**104. Expense Account Form.**

- A. No travel expense account shall be paid unless rendered upon a Travel Expense Claim, Standard Form 262, or upon some other form adopted by the University and approved by the Controller. All expense accounts shall be properly itemized, accompanied by the necessary vouchers/receipts and approved by the duly authorized campus officer. It is the responsibility of the officer approving the claim to ascertain the necessity and reasonableness of incurring expenses for which reimbursement is claimed. Excessive or unreasonable lodging expenses will be disallowed by the principal campus business officer.
- B. Expense accounts shall be rendered at least once a month and not more often than twice a month except that if the amount claimable for any month does not exceed \$10.00, the filing may be deferred for a reasonable period of time not to exceed 60 days. At the end of a fiscal year, travel expenses claimed for July 1 and beyond must be on a separate travel expense claim from those claimed for June 30 or earlier. In no event shall expense accounts totaling less than \$1.00 be rendered or paid.
- C. Each employee, when making a claim for travel expenses, must show the inclusive dates of each trip for which allowances are claimed and the times of departure and return. Time of departure and return, as used

herein, means the time employee starts from or returns to the office or, when leaving on a trip or returning from a trip without going to the office, home.

- D. Each employee must state the purpose or objective of each trip for which reimbursement is claimed, and for each meal for which reimbursement is claimed under Sections 107 and 109.
- E. Each employee must show headquarters address and primary dwelling address on the Travel Expense Claim. Employees claiming subsistence expenses pursuant to Section 105A2b will show their headquarters address as the address of their primary dwelling.
- F. Each claim for the payment of travel expenses shall contain a certification as follows:

I hereby certify that the above is a true statement of the travel expenses incurred by me in accordance with the applicable California State University procedures and that all items shown were for the official business of The California State University.

#### **105. Subsistence Allowance.**

When employees are on travel status, as defined in these Procedures, payment of a subsistence allowance is authorized for both in-state and out-of-state travel. The circumstances of travel will determine the rate allowed. Campuses will authorize payment for lodging, meals and incidental expenses as claimed by the employee in accordance with this section. Each campus will be responsible for determining which of the following allowances is applicable:

- A. In-State Subsistence Allowance.
  - 1. Short-Term Allowance. A short-term allowance will be authorized when the circumstances and duration of travel are such that the traveler incurs expenses comparable to those arising from the use of good, moderately priced establishments, catering to the general public. The short-term allowance is intended for trips of such duration that weekly or monthly rates are not obtainable.
    - a. For in-state travel, University employees will be reimbursed actual lodging expenses, supported by a voucher/receipt. No reimbursement will be authorized without an actual voucher/receipt. Wherever feasible, employees should obtain lodging at establishments offering discounted rates for state employees when such rates are favorable for the area.

- b. For in-state travel, actual meal costs will be reimbursed up to the rates in Section 105C1; the incidental allowance in Section 105C2 also will apply.
- 2. Long-term subsistence allowance of \$68.00 per day will be authorized when the traveler incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.
  - a. An employee on long-term field assignment who maintains a permanent residence elsewhere while living at the job location may claim the full long-term allowance if one of the following exists:
    - (1) Permanent residence is occupied by employee's dependents; or,
    - (2) Permanent residence is maintained at a net expense to the employee exceeding \$200 per month.

To qualify for this allowance, an employee must submit substantiating evidence of either condition to the appointing power in accordance with its requirements.
  - b. An employee on long-term field assignment who does not maintain a permanent residence away from the job site will be authorized at 50% of the long-term subsistence allowance.
  - c. Employees may claim the appropriate allowance for every 24-hour period on travel status. Allowances for partial day travel status will be as follows:
    - (1) Less than 12 hours.....\$34.00  
(or \$17.00 should 105A2b apply)
    - (2) 12 to 24 hours.....\$68.00  
(or \$34.00 should 105A2b apply)
- 3. A non-commercial subsistence allowance of \$68.00 per day will be authorized when the traveler incurs expenses comparable to those arising from the use of non-commercial subsistence facilities such as, but not limited to, house trailers or camping equipment.
  - a. Employees will be eligible to claim this allowance for every 24-hour period on travel status. Allowance for partial day travel status will be as follows:

- (1) Less than 12 hours.....\$34.00
- (2) 12 to 24 hours..... \$68.00

B. Out-of-State Subsistence Allowance. For out-of-state travel, state employees will be reimbursed actual lodging expenses, supported by a voucher/receipt. No reimbursement will be authorized without an appropriate voucher/receipt. Actual meal costs will be reimbursed based on the rates in Section 105C1; the incidental allowance (Section 105C2) will apply.

- 1. Out-of-Country Subsistence Allowance. When employees are authorized to travel outside the United States, and maintain a permanent U.S. residence occupied by the employees' dependents or maintained at a net monthly expense exceeding \$200, reimbursement of subsistence expenses may exceed established rates only upon prior approval of the specific rates by the President or designee, in consultation with the Chancellor's Office.
- 2. A claim for expense of out-of-state travel must be submitted on a separate expense account form, if required by the campus.

C. Computation of Allowances.

1. In computing the allowance for travel, the following maximum reimbursement may be allowed:

- a. Up to \$50.00 for actual meal costs and \$5.00 for incidentals may be reimbursed for each complete 24-hour period. Maximum meal reimbursement amounts are authorized as follows:
 

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$25.00

Itemized claims for reimbursement up to this amount may be paid. In addition, actual lodging costs (supported by a voucher/receipt) also will be reimbursed.

- b. For travel which is the last fractional part of a period of travel of more than 24 hours, actual meal costs may be claimed, if itemized, in accord with the following: if the travel extends past 9 a.m., a breakfast may be claimed; if the travel extends past 2 p.m., a lunch may be claimed; if the travel extends past 6 p.m., a dinner may be claimed.

If the travel extends overnight, actual lodging costs (supported by a voucher/receipt) may also be claimed.

- c. For travel which is less than 24 hours in duration, actual meal costs up to the maximum meal reimbursement amounts as shown in 105C1a may be claimed: for breakfast, if the travel begins before 7 a.m., and for dinner, if the travel extends past 6 p.m. Actual lodging costs (supported by a voucher/receipt) may be claimed if the travel extends overnight. Expenses must be incurred more than 25 miles from the employee's normal work location, except that an employee who travels by air may claim breakfast or dinner if the hours involved are before 7 a.m. or after 6 p.m. Employees who travel for less than 24 hours may not claim any reimbursement for lunch except as allowed in 106B (Business-Related Meals) or 106C (Meals of Appointees).
  - 2. An additional \$5.00 incidental allowance may be claimed for each 24-hour period. The term "incidental allowance" includes, but is not limited to fees and tips for services such as for waiters and baggage handlers. It does not include expenses for laundry, cleaning and pressing of clothes, lodging taxes, cab fares, telegrams, telephone calls and the like.
  - 3. Actual meal expenses and incidentals, as appropriate, shall be reimbursed in accordance with 105C1a, 105C1b, and 105C1c above. Receipts do not need to be submitted; however, the expense must be incurred to be reimbursed.
- D. Subsistence Expense Negotiated or Paid for by The California State University. When a significant portion of the subsistence expenses (either meals or lodging) is negotiated or otherwise paid for by The California State University (e.g., billed to The California State University, paid by a group leader, included in overnight train fare, etc.), the employee will not be reimbursed for such expenses. The employee will be allowed to claim reimbursement in accordance with Section 105C for any subsistence not provided.

## **106. Meal Expenses.**

- A. Overtime Meals. When any employee is required to work overtime, the employee may receive an overtime meal allowance for actual expenses supported by a voucher/receipt not to exceed the maximums prescribed in Section 105C1 for lunches. To be eligible for this allowance, the employee must be required to report to work at least two hours prior to or be required to remain at least two hours past the regularly scheduled work day.

If the employee is required to work for more extended periods of time, the employee may be reimbursed for actual meal expenses for each additional six-hour period not to exceed the maximums prescribed in Section 105C1. No more than three overtime meal allowances may be claimed during any 24-hour period. The meal time shall not be included in the computation of overtime for the purposes of this allowance.

Campuses which operate facilities for feeding employees and official guests may instead furnish an official guest meal to an employee. Campuses shall maintain a record of all guest meals furnished for this purpose. An employee may not claim reimbursement for an overtime meal nor will the employee be furnished a meal free of charge if also claiming subsistence reimbursement.

- B. **Business-Related Meals.** When it is necessary for employees to conduct official University business during a meal, they may be reimbursed for actual meal expenses substantiated by a voucher/receipt up to the maximums described in Section 105C1.

In order to claim reimbursement for a business-related meal, the circumstances surrounding the meal must be beyond the control of the employee and it must be impractical to complete the business during normal working hours. Employees may not claim reimbursement for a business-related meal if they are also claiming subsistence reimbursement.

Claims for meal expenses where business is incidental to the meal or where attendance is primarily for public or community relations are specifically prohibited under this policy.

The intent of this section is to allow reimbursement of employees for meal expenses in the limited number of instances where they are required to incur such expenses in connection with the conduct of official University business.

- C. **Meals of Appointees.** Members of duly constituted advisory committees may be reimbursed for actual meal expenses up to the maximums prescribed in Section 105C when attending committee meetings. The restriction of Section 101A1 does not apply. They may not claim this allowance if they are also claiming subsistence reimbursement.
- D. **Meals at Conventions, Conferences or Workshops.** Where a registration or other fee for a convention, conference or workshop includes meals, claims for meal expenses also may not be submitted. In the event the employee must forgo the provided meal for health and business reasons, a receipt must be submitted for the meal that is purchased in lieu of the provided meal. An explanation for the purchase must accompany the

claim. The purchased meal will be reimbursed not to exceed the maximums prescribed in Section 105C1.

**107. Attendance at Conventions, Conferences, or Business Meetings.**

- A. All procedures governing short-term travel and subsistence allowances will apply except that employees may be reimbursed for actual subsistence expenses, supported by voucher/receipt, when the convention or conference is planned and arranged by a non-CSU agency if such expenses are beyond the control of the employees and the campus travel officer so certifies.
- B. Registration fees will be allowed except for conventions or conferences called by a campus for the dissemination of information to its own employees. Registration fees exceeding \$500.00 must be approved by the President.
- C. Where more than two employees from the same campus are attending the same convention or conference, each claim must be approved by the President. This requirement does not apply to business meetings, training or workshops.
- D. Exceptions to these procedures may be approved in advance by the President.

**108. Travel Advances.**

Employees may receive a travel advance no sooner than 30 days before a travel expense is to be paid or incurred. The travel advance must be reasonably calculated not to exceed anticipated expenses. If a trip is cancelled or postponed indefinitely, the advance must be returned immediately, but not later than 30 calendar days from the date of the advance.

As business circumstances warrant (e.g. to secure discount airfare, lodging, etc.), an employee may receive a travel advance in excess of 30 days before the expense is paid or incurred if the employee or employer justifies and documents the reasonableness in light of the facts and circumstances.

The Travel Expense Claim (TEC) must be submitted to substantiate travel expenses within a reasonable period of time not to exceed 60 days. If the advance exceeds the substantiated expenses, the employee must submit a check or money order with the TEC to return the excess advance no more than 120 days after the expense is paid or incurred. If an employee does not substantiate and return any excess advances, if applicable, that amount will be deducted from the next payroll warrant.

Permanent travel advances are not permitted.

**109. Contracting for Subsistence Expenses.**

Agreements may be entered into with restaurants, hotels, and lodging houses for the furnishing of subsistence to groups of employees when such method of handling is advantageous to The California State University. When such agreements are entered into, the vendor may receive payment either from the group leader or by billing The California State University or campus on a regular itemized invoice.

- A. Group leaders who pay subsistence expenses for other personnel may claim reimbursement by submitting a vendor's invoice and a list of names of the employees whose expenses were paid.
- B. Members of a group who have some portion of their subsistence expenses paid by the group leader may claim reimbursement for the remainder of their actual and necessary subsistence expenses in accordance with Section 105C.
- C. The total payment under any such agreement shall not exceed the aggregate of the subsistence allowances otherwise claimable by the participating employees.

**110. Receipts or Vouchers.**

- A. Receipts or vouchers shall be submitted for every item of expense except as follows:
  - 1. Railroad and bus fares, where the fares are available in published tariffs, and travel is wholly within the State of California. However, vouchers/receipts must be submitted in the case of cash purchases of airplane travel, Pullman accommodations, or extra fare train, travel by any common carrier outside of the State except taxi or hotel bus fares.
  - 2. Subsistence allowances, except when specified.
  - 3. Streetcar, bus, rapid transit and ferry fares; bridge and road tolls.
  - 4. Long distance telephone or telegraph charges, if date, place and party called are shown, unless the telephone call is in excess of \$5.00 in which case vouchers or other supporting evidence shall be provided.



5. Taxi or hotel bus fares, when necessary upon official business.
  6. All legal expenditures of \$1.00 or less.
  7. Parking fees of \$10.00 or less for any one continuous period of parking.
- B. In cases where receipts cannot be obtained or have been lost, a statement to that effect shall be made in the expense account and the reason given. In the absence of satisfactory explanation the amount involved shall not be allowed.

**111. Transportation Expenses.**

- A. Transportation expenses consist of the charges for commercial carrier fares; private car mileage allowances; emergency repairs to state cars; overnight and day parking of state or privately owned cars; bridge and road tolls, necessary taxi, bus, streetcar, rapid transit fares; and all other charges essential to the transport from and to the official headquarters.
- B. Reimbursement will be made only for the method of transportation which is in the best interest of the CSU, considering both direct expense as well as the employee's time. Provided the mode of transportation selected does not conflict with the needs of the campus, the employee may use a more expensive form of transportation and be reimbursed at the amount required for a less expensive mode of travel. Both modes of transportation will be shown on the travel claim with reference to this section.
- C. In any case in which reimbursement for expenses of transportation by private automobile or privately owned airplane is claimed, the license number of the automobile or the civilian airplane license number as well as the name of each employee transported on the trip shall be stated. As such reimbursement is for the expense of use of the automobile or airplane regardless of the number of persons transported, no reimbursement for such transportation shall be allowed any passenger in any automobile or airplane operated by another such employee.

In the determination of fares or mileage paid for transportation by airplane, the point of origin or return shall be an appropriate airport facility serving the area of the employee's headquarters or residence, whichever results in the lesser distance or amount.

- D. Expenses arising from travel between home or garage and headquarters shall not be allowed. Where a trip is commenced or terminated at claimant's home, the distance traveled shall be computed from either the

employee's headquarters or home, whichever shall result in the lesser distance.

Exceptions to the above are:

1. Where such expenses are incurred by call back for overtime work necessitating more than one trip to the work location on a normal work day or by reason of any call back on an employee's normal day off.
  2. When the headquarters of a permanent, full-time employee is located 15 or more road miles one way from the nearest residential area with available housing, the President may authorize payment of expenses incurred by an employee in the use of a privately owned vehicle.
  3. When travel to or from a common carrier commences or terminates before or after the regularly scheduled work day or on a regularly scheduled day off, distance may be computed from the employee's residence in accordance with Section 114B.
- E. No reimbursement will be allowed for transportation expense when the employee uses a privately owned motorcycle or motor-driven cycle in the conduct of official state business.

#### **112. Special Transportation.**

- A. Where it is necessary to hire special conveyances, except automobiles, a full explanation, stating the facts constituting the necessity, shall accompany the expense claim.
- B. Commercial Automobile Rental.
  1. Reimbursement will be for actual and necessary costs of such rental when substantiated by a voucher/receipt. Where it is necessary to pay extra charges or premium rental rates for air conditioning, convertible body style, expensive, or other luxury items, a full explanation shall accompany the expense claim.
  2. Reimbursement will not be made for a damage waiver. Reimbursement will be made to the employee for any loss necessarily sustained by the employee by reason of not having purchased such waiver.
- C. Where a privately owned bicycle is used in the conduct of official CSU business, the employee will be allowed to claim 4 cents per mile.

**113. Transportation by Aircraft.**

- A. Scheduled Airline. Claims for transportation by scheduled airline shall be allowed at the lowest fare available in conformity with the regular published tariffs for scheduled airlines in effect on the date of origination of the flight. Claims for reimbursement of higher fare or extra charges for transportation by scheduled airline may be allowed if accompanied by a full explanation stating the facts constituting the official necessity.
  - 1. Extra charges may include administrative fees for itinerary or schedule changes, particularly with regard to discounted/restricted airfare. Such fees may be claimed for reimbursement when incurred for business purposes.
  
- B. Privately Owned Aircraft. A claim of an employee for transportation by privately owned aircraft shall be allowed where the employee has obtained prior approval of the use of this form of transportation from the President. If an employee is to act as pilot, the employee must satisfy the requirements of the Insurance Officer, Department of General Services, as to liability insurance coverage. This is accomplished by completing an annual self-certification. The State shall not be responsible for payment of the premium for this insurance.
  - 1. Reimbursement for use of the employee's privately owned aircraft shall be made at the rate of 50 cents per statute mile.
    - a. Distance shall be computed on the basis of shortest air route from origin to destination, using airways whenever possible. Distance shown on claim shall be clearly marked "Air Distance." An exception to the shortest air route will be granted when alternate routing is required because of hazardous flying conditions.
    - b. When the trip is limited solely to state business and the "Air Distance" cannot accurately be computed from origin to destination, the President may authorize reimbursement for the actual cost of renting a plane.
  - 2. Reimbursement for use of a rented aircraft will be for actual and necessary costs of such rental when substantiated by voucher/receipt.
    - a. Reimbursement will be authorized only for the size and type aircraft necessary to complete the assignment.

3. When substantiated by a voucher/receipt, reimbursement will be made for actual and necessary expenses for landing and parking fees in connection with the use of the aircraft. Reimbursement will not be allowed for storage or parking fees at the location where the privately owned aircraft is normally stored.
  4. If an employee is to act as pilot and carry passengers, the employee must, in addition to adhering to Federal Aviation Administration Regulations related to licensing and currency, have previously logged as a licensed private pilot in command of an aircraft at least 250 hours of actual flight. In addition, the employee pilot must have logged, as a pilot in command of an aircraft, at least 60 hours of actual flight within the preceding 12 months. Any employee pilot who has carried or intends to carry passengers may be required to present a log book substantiating that the employee meets these requirements. For the purpose of this rule, the term passenger shall be defined as any person other than the pilot traveling in the aircraft. An employee pilot who carries a passenger but fails to meet the above qualifications is not entitled to any reimbursement for that transportation expense.
- C. Payment of Fare. Payment for transportation by aircraft may be made by (1) cash or (2) credit card. In cases where payment is made by cash, the travel expense claim must be accompanied by the traveler's flight coupon if one was issued, in accordance with Section 110A1. If no flight coupon was issued, as may be the case with chartered or private aircraft, a formal receipt must be submitted. If payment was made by credit card, this should be noted on the travel expense claim.
- D. Air Travel Insurance. Any campus may insure its employees against injury or death arising from aircraft accidents incurred while flying on state business in any except regularly scheduled passenger aircraft, subject to the following conditions:
1. Such insurance shall be provided only to those employees who are directed to fly to fulfill their work requirements. Such insurance coverage shall not be provided where the use of a privately owned aircraft is for point-to-point transportation and is a result of voluntary response from the employee, even though such usage may be advantageous to the University.
  2. Application for such insurance shall be submitted to, and the insurance procured by, the Department of General Services.
  3. The maximum limit of such insurance shall be \$15,000 in the case of death or dismemberment for each employee.

**114. Transportation by Automobile.**

A. Where claimant is authorized to operate a privately owned automobile, the following rates will be allowed:

1. Standard Rate. The standard business mileage reimbursement rate is 48.5 cents per mile.
2. Rate of Travelers with Physical Disabilities. Employees who must operate a motor vehicle on official University business and who, because of a physical disability, must operate only specially equipped or modified vehicles may claim up to 52 cents per mile with certification as follows:

"I certify that the actual cost of operating my vehicle is equal to or greater than the rate claimed."

Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.

B. Where use of a privately owned automobile is authorized for travel to or from a common carrier terminal and the automobile is not parked at the terminal during the period of absence, a rate of 48.5 cents per mile (round trip) may be claimed only while the employee is an occupant of the vehicle for the distance between the terminal and the employee's residence or headquarters whichever is less, except if the employee commences or terminates travel before or after the regularly scheduled work day or on a regularly scheduled day off, mileage may be computed from the employee's residence. Claims in excess of 48.5 cents per mile must have the certification required by Section 114A2.

C. Ferry, bridge, or toll road charges shall be allowed.

D. Charges shall be allowed for necessary parking while on University business for:

1. Day parking when on trips away from the headquarters office and residence.
2. Overnight public parking when on trips away from the headquarters city and city of residence. Claim should not be made if expense-free overnight parking is available.
3. Day parking adjacent to claimant's headquarters, provided that claimant had other reimbursable private car expenses for the same day.

- E. Expenses for gasoline or routine repairs shall not be allowed.
- F. The rates of reimbursement for mileage set out in this section include the cost of maintaining liability insurance at the minimum amount prescribed by law and collision insurance sufficient to cover the reasonable value of the vehicle, less a standard deductible. When a privately owned vehicle operated by an employee is damaged by collision or receives other accidental damage, reasonable reimbursement for repair shall be allowed under the following conditions:
  - 1. The damage occurred while the vehicle was being used on official state business with the permission or authorization of the employing campus;
  - 2. The vehicle was damaged through no fault of the employee;
  - 3. The amount claimed is an actual loss to the employee, which is not recoverable either directly from or through the insurance coverage of any of the parties involved in the accident;
  - 4. The amount of the loss claimed does not result from a decision of an employee not to maintain collision coverage;
  - 5. The claim is processed in accordance with prescribed procedures.
- G. Allowance of transportation expenses by privately owned automobile incurred in travel outside the state is limited by these procedures.

**115. Railroad Transportation.**

- A. No more than actual fare on any transportation service, in accordance with the latest tariffs at the time the trip was made, shall be allowed. Special rates and round-trip rates shall be used whenever possible.
- B. Reimbursement for roomette Pullman accommodations will be allowed. Where it is necessary to use Pullman accommodations more expensive than a roomette, a full explanation stating the facts constituting the official necessity shall accompany the expense account together with a receipted voucher.
- C. Unused portions of railroad and sleeping car tickets are subject to refunds and all steps necessary to secure refunds on such tickets shall be taken.
- D. Meals incurred while on overnight train travel will be reimbursed in accordance with Section 105C.

- E. Tickets for rail transportation or Pullman accommodations may be purchased by (1) the individual or (2) credit card. If purchased by credit card, this should be noted on the individual's expense claim.

**116. Allowances for Extension Program.**

Payment for necessary actual subsistence expense of a teaching extension faculty member is allowed where the class location is more than 40 miles from both the employee's normal workplace and the employee's residence. An individual teaching an extension course may be provided, or reimbursed for, transportation required by such teaching. An extension teacher who is not a full-time employee will compute private car mileage from the actual point of departure to where the extension course is taught and to the point of return, whether normal workplace or home.

**117. Travel Expenses for Executive Candidates and Spouses or Domestic Partners.**

Reimbursement will be allowed for travel expenses of executive candidates (as defined in Title 5, Section 42700 (n)) and their spouses or domestic partners, who are called for executive employment interviews with the CSU.

- A. Written approval by the Executive Search Advisory Committee or designee is required.
- B. Reimbursement of actual transportation expenses will be allowed in an amount not to exceed ground transportation to and from the nearest airport and round-trip air coach fare each, plus applicable tax, between the place from which the executive candidate and spouse or domestic partner are called and the place where the interview is held. Reimbursement for actual costs of lodging and meals, not to exceed five (5) days, also will be allowed for the executive candidate and his/her spouse or domestic partner. Payment of transportation and lodging is allowed only within the United States, unless reimbursement of international travel expenses is authorized by the Vice Chancellor, Human Resources. The Vice Chancellor, Human Resources may authorize payment of other expenses as deemed appropriate.

**118. Travel Expenses for Faculty Recruitment.**

- A. A campus may reimburse a candidate for transportation and actual subsistence expenses who is being interviewed for a faculty position. The subsistence reimbursement will be in accordance with Section 105C1 of these Internal Procedures. The transportation expenses will be in accordance with Section 111 of these Internal Procedures. Payment of transportation and lodging is allowed only within the United States, unless reimbursement of international travel expenses is authorized by the President.
- B. At the discretion of the President, a campus also may reimburse transportation and actual subsistence expenses incurred by spouses or domestic partners who accompany faculty candidates to final interviews. This provision is intended to support a late-stage recruitment effort with a high probability of leading to a new faculty appointment. A spouse or domestic partner may be reimbursed for one round-trip period of travel, with actual subsistence costs and transportation expenses reimbursed on the same basis as faculty candidate expenses.

**119. Travel Expenses of Applicants Who Are Called for Interview.**

- A. A campus may reimburse a candidate for transportation and actual subsistence expenses who is being interviewed for a position other than those candidates and spouses or domestic partners covered under Section 117 and those candidates covered under Section 118 of these Internal Procedures. The subsistence reimbursement will be in accordance with Section 105C1 of these Internal Procedures. The transportation expenses will be in accordance with Section 111 of these Internal Procedures. Payment of transportation and lodging is allowed only within the United States, unless reimbursement of international travel expenses is authorized by the President.
- B. At the discretion of the President, a campus also may reimburse transportation and actual subsistence expenses incurred by spouses or domestic partners who accompany candidates to final interviews for senior administrative or professional positions. This provision shall normally apply to Management Personnel Plan (MPP) position vacancies at the Administrator III or IV grade level, and is intended to support late-stage recruitment efforts likely to lead to new MPP appointments. A spouse or domestic partner may be reimbursed for one round-trip period of travel, with actual subsistence costs and transportation expenses reimbursed on the same basis as candidate expenses.

**120. Travel Expenses for Applicants With Disabilities**



If an applicant called for an interview requests an accommodation for a documented disability, the applicant may be reimbursed for the reasonable accommodation cost. The applicant has the responsibility to notify the CSU in advance of accommodation requests and costs.

Additionally, if any applicant called for an interview has a disability requiring a traveling companion, the companion may be reimbursed for travel and actual subsistence expenses under the rules applicable to the candidate.

#### **121. Return of Deceased Employees.**

When an employee dies while traveling on official University business, reimbursement may be claimed for actual and reasonable expenses incurred in returning the remains to the official headquarters or place of burial within California. Claims for the reimbursement of such expenses shall be submitted to the State Controller by the person responsible for payment of the funeral expenses. Each claim shall bear a certification by the President that the employee was traveling on official University business at the time of death. Actual costs of the following will be considered necessary travel expenses for which reimbursement will be made.

- A. In all cases, regardless of mode of transportation:
  - 1. Telephone or telegraph charges for shipment arrangements.
  - 2. Transportation of the remains to the funeral home preparing the remains for shipment, not in excess of \$1.00 per mile one way.
- B. When a portion of the shipment is by common carrier:
  - 1. Transportation by common carrier to the receiving point nearest the official headquarters or place of burial within California.
  - 2. Transportation not in excess of 50 cents per mile one way from a funeral home to the headquarters location or place of burial within California.
  - 3. Outside transportation case and casket or rental metal transfer case not to exceed \$100.00 plus taxes.
- C. When shipment is made by funeral coach alone, transportation costs not to exceed 50 cents per mile one way, from the pickup point to the official headquarters or to the place of burial within California.

**122. Travel Allowances While on Sick Leave, Vacation or Compensating Time Off (CTO).**

- A. When an employee is granted sick leave while away from the employee's headquarters for purposes of University business, such employee may claim reimbursement for travel expenses in accordance with the allowances prescribed by these procedures during such sick leave, provided the allowances for travel expenses shall not be authorized for a period exceeding three days. The time limitation prescribed by this section may be exceeded in unusual cases approved by the President.
- B. When an employee is authorized time off on vacation or CTO while away from the employee's headquarters on University business, reimbursement for subsistence allowance during such vacation or CTO may not be claimed. The provisions of this section may be waived by a campus for employees claiming other than short-term allowances who are (1) authorized time off on CTO, or (2) employees in seasonal agricultural work authorized time off on vacation.

**150. State University Provided Employee Housing.**

The Chancellor or designee shall provide for the periodic review of employee housing and utility charges and, when changes are warranted, implement adjustments to the schedule.

**155. Rate Setting Procedure.**

In establishing rental rates, the Chancellor or designee should consider the following factors and use the following procedures:

- A. The housing charges proposed shall be equitable in view of the employee's particular employment situation.
- B. Fair market values shall be considered, including inflationary/deflationary changes in rental rates. In estimating the value of the rental unit, the rate may be reduced if the unit is in substandard condition. Substandard conditions include such factors as restricted privacy, inadequate utility services, limited size, disturbing noises or odors, poor design, limited accessibility or isolation, and poor maintenance and repair. Rates also may be adjusted depending on any assessments for possessory interest taxes.
- C. No rental rate shall exceed 25 percent of an employee's gross salaries and wages.
- D. A rental rate ceiling may be used.

- E. The relationship of the housing to the employee's job shall be considered, including prevailing practices at comparable institutions for the provision of similar housing for such employees.
- F. Legal factors affecting the provision of such housing shall be considered, including collective bargaining agreements, contracts, terms of employment, trusts, and whether the housing facility was acquired by gift or similar circumstances.
- G. All dormitory housing and other housing administered under the University's bond financed housing programs need not be reported and shall be administered according to the requirements governing those programs.
- H. Utility and maintenance cost attributable to the personal use of the housing by the employee and the employee's cohabitants shall be considered.
- I. The Chancellor or designee is authorized to set rates for housing.
- J. The Chancellor or designee is authorized to establish rates for any housing provided to student assistants. Such housing, depending on circumstances, also may be provided at no charge or at minimal rates.
- K. Rental rates shall normally be reviewed annually.

**165. Effect of Memorandum of Understanding on Internal Procedures.**

Notwithstanding any other provision of these Internal Procedures, if a Memorandum of Understanding entered into pursuant to the Higher Education Employer-Employee Relations Act is in conflict with provisions in this subchapter, the terms of the Memorandum of Understanding and not the provisions of the Internal Procedures shall govern as to those employees covered by the Memorandum of Understanding.

**California State University  
Internal Procedures Governing Reimbursement for  
Moving and Relocation Expenses**

**200. Scope.**

- A. Current employees. Whenever a current CSU employee is required by the current appointing authority to change his/her place of residence because of a change in assignment, promotion or other reason related to the employee's duties deemed to be in the best interests of the CSU, such employee shall receive reimbursement for his/her actual, necessary and reasonable moving and relocation expenses. To qualify for reimbursement, the new primary job location must be at least 50 miles farther from the employee's former home than the old primary job location. The appointing authority may authorize exceptions to this requirement in cases where it creates unusual and unavoidable hardship for employees.
  
- B. Initial appointments. An individual who has been offered a position within the CSU by an appointing authority and has accepted such appointment, may receive reimbursement for his/her actual, necessary and reasonable moving and relocation expenses. This provision applies to an employee of a CSU campus who accepts an ongoing assignment at another CSU campus. Every appointee will not be authorized moving and relocation expense reimbursements. The determination of who is to receive such reimbursements and the amount of such reimbursements shall be made by the appointing authority.
  
- C. Temporary appointments. A current CSU employee who accepts a long-term temporary assignment offered by a CSU appointing authority other than his/her current appointing authority may receive a temporary relocation allowance. To receive consideration for this allowance, the employee's temporary job location must be at least 50 miles farther from the employee's permanent residence than the former job location. (The appointing authority for the temporary assignment may authorize exceptions to this requirement in cases where it creates unusual and unavoidable hardship for temporary employees.) The temporary employee must also maintain a permanent residence in the vicinity of the former job location for the duration of the temporary appointment.

Temporary relocation allowances will not be automatically authorized for every temporary appointee meeting the requirements identified above. The determination of who is to receive such an allowance, and the amount of any such allowance, shall be made by the temporary appointing authority subject to the requirements of these procedures.

- D. Reimbursement of relocation expenses shall be payable from monies made available for such purpose by the appointing authority. In addition, relocation expenses incurred by newly-appointed Presidents shall be reimbursed by the appropriate campus.

**201. Definitions.**

For the purpose of these procedures, the following definitions will apply:

- A. "Appointing authority" shall mean the Chancellor or campus President, as appropriate.
- B. "Chancellor" and "President" shall include designees.
- C. "Campus" shall include the headquarters office as well as any one of the campuses of the CSU.
- D. "Household goods" means personal effects and items used or to be used in the employee's residence necessary for the maintenance of a household.
- E. "Long term temporary assignment" shall normally mean an assignment period of six months or more.
- F. "Employee" refers to either a current CSU employee or an individual who has been offered a position within the CSU by an authorized authority and has accepted such offer.

**202. Reimbursement Expenses for Moving and Relocation.**

Full or partial reimbursement, within budgetary constraints, may be allowed for the actual and necessary expenses incurred for packing, insurance, transportation, storage in transit (not to exceed 60 calendar days), and unpacking and installation of the employee's household goods at the new residence, when properly documented by invoices and receipts. Should employees elect to move themselves, reimbursement for such moves may not exceed the costs that would have been incurred had a commercial firm been used.

An employee and spouse or domestic partner may be reimbursed for relocation travel (defined as a one-way trip from the former residence to the general area of the new campus or other primary job location) in accordance with the CSU Internal Procedures Governing Travel Expenses and Allowances. (When authorized, travel expenses for spouses or domestic partners will be reimbursed on the same basis as travel expenses for employees.)

An employee and spouse or domestic partner may be reimbursed for actual lodging expenses, supported by a voucher, plus meal and incidental expenses in

accordance with Section 105 of the CSU Internal Procedures Governing Travel Expenses and Allowances; Rates for Housing and Lodging. When authorized, lodging, meal and incidental expenses for spouses or domestic partners will be reimbursed on the same basis as subsistence expenses for employees.

- A. This allowance shall not be paid for more than 60 days unless the appointing authority has determined in advance that the search for a new residence will result in unusual and unavoidable hardship for an employee and spouse or domestic partner and, therefore, has granted an exception.
- B. This allowance shall terminate immediately upon establishment of a permanent residence.

**203. Procedure for Payment of Claims.**

Receipts or invoices verifying the actual costs of a move shall be submitted directly by the employee to his/her appropriate appointing authority or designee.

If reimbursement is approved by the appointing authority, appropriate claim forms shall be submitted to the campus accounting office. The campus accounting office may reimburse the employee or carrier directly or submit the claim to the State Controller's Office for payment.

The appointing authority may contract directly with a carrier for moving and relocation services.

**204. Reimbursement for Sale of Residence.**

Whenever an employee is required to change assignment and designated place of work which requires the sale of a residence, the employee may be reimbursed for actual and necessary selling costs as determined by prevailing practices within the area of sale. Claims for reimbursement must be substantiated by the seller's closing escrow statement and other pertinent supportive documents. Actual and necessary selling costs may include:

- A. Brokerage commission;
- B. Title insurance;
- C. Escrow fees;
- D. Prepayment penalties;

- E. Taxes, charges and fees fixed by local authority required to consummate the sale of the residence; and
- F. Miscellaneous seller's costs customary to the area may be reimbursed if determined appropriate by the appointing authority.

Actual and necessary selling costs will be reimbursed for that portion of the dwelling the employee actually occupies if the employee owns and resides in a multi-family dwelling.

Claims for the sale of a residence must be submitted within one year following the date the employee reports to the new work location designated by the appointing authority. An extension may be granted by the appointing authority upon receipt of evidence warranting such extension.

Reimbursement for sale of a residence that does not conform to these procedures may be granted when the appointing authority has determined that reimbursement is reasonable in light of the individual circumstance and that the employee will otherwise be subject to hardship by reason of the change of residence.

**205. Settlement of a Lease.**

Whenever an employee is required to change an officially designated place of work and such change requires the settlement of a lease on the employee's former residence, the employee may receive the actual and necessary cost of settlement of the unexpired lease of a maximum of one year.

Claims for settlement of a lease shall be documented and itemized and submitted to the appointing authority within six months following the new reporting date except that the appointing authority may grant an extension upon receipt of evidence warranting such extension prior to the expiration of the six-month period. Reimbursement shall not be allowed if the appointing authority determines that the employee knew or reasonably should have known that relocation was imminent before entering into a lease agreement.

**206. Temporary Relocation Allowance.**

A temporary relocation allowance to defer the cost of housing may be authorized for the duration of a temporary appointment as described in Section 200C. The allowance may be negotiated at any rate up to and including 75% of the current long-term in-state travel subsistence allowance (see Section 105A of the CSU Internal Procedures Governing Reimbursement for Travel Expenses and Allowances; Rates for Housing and Lodging). The full temporary relocation allowance paid to an employee as reimbursement must be supported by a voucher, lease agreement, or other documentation reflecting actual housing expenses. Reimbursement may be claimed by the employee, via the submission of appropriate receipts, no more frequently than once per month. Housing expenses

for long-term temporary employees may also be paid directly by the temporary appointing authority, up to the maximum reimbursement level noted above.

**207. Appointing Authority for Reimbursements.**

The Chancellor or campus President shall approve, deny or grant exceptions for all moving and relocation reimbursements. The Chancellor or President may also authorize reimbursement for actual, necessary and reasonable relocation expenditures not identified in these procedures. Any such reimbursement shall be documented and paid in accord with established accounting practices. Authorization from the Chancellor or President may not be delegated to a person in a position lower than the principal business officer.

**208. Repayment of Moving and Relocation Expenses Reimbursements.**

If an employee whose moving or relocation expenses have been reimbursed does not continue his/her employment with the CSU for a period of at least two years (unless discontinuance of the employment was the result of death, disability or other similar unexpected cause beyond the control of the employee as determined by the appointing authority), the employee or appropriate representative shall repay the following percentage of the amount received for reimbursement for such moving and relocation expenses:

- A. 100% if employed less than 6 months.
- B. 75% if employed at least 6 months but less than 12 months.
- C. 50% if employed at least 12 months but less than 18 months.
- D. 25% if employed at least 18 months but less than 24 months.

This provision does not apply to temporary relocation allowances as described in Section 206.

**209. Institution Responsibility.**

The campus shall ensure that a copy of these procedures is given to the employee upon notice to the employee of an impending move.

**210. Effect of Memorandum of Understanding on Internal Procedures.**

Notwithstanding any other provision of these Internal Procedures, if a Memorandum of Understanding entered into pursuant to the Higher Education Employer-Employee Relations Act is in conflict with these provisions, the terms of the Memorandum of Understanding and not the provisions of the Internal Procedures shall govern as to those employees covered by the Memorandum of Understanding.