



This a purchase request contract between the University Student Center of California, State University Stanislaus and Associated Students Inc. of California, State University Stanislaus (hereinafter called “SC” & “ASI”) and Marvin Hooker (hereinafter, called “Contractor”), to create a five-year strategic plan for the Student Center and Associated Students Inc.

This contract states the entire agreement between SC/ASI and the Contractor with respect to the statement of work and the provision of this agreement, and supersedes any previous or contemporaneous written or oral representations, statements, negotiations or agreements.

## **A. STATEMENT OF WORK**

### Five (5) Year Strategic Plan for Associated Students Inc.:

#### Deliverables

- Board presentation – importance of plan
- Strategic plan – preliminary draft to ED
- Board presentation – Version 1
- Strategic plan – final draft to ED
- Board presentation- final draft for approval
- ASI/SC professional staff presentation

#### Interviews

- ASI Board of Directors
- ASI Executives
- ASI Leadership Manager
- ASI Marketing Team
- ASI Programs Advisor
- Code Red Entertainment
- Volunteers & Student Assistants – 1+ years
- Partnering Departments
- Dean of Students
- ASI/SC Executive Director

### Five (5) Year Strategic Plan for Student Center

#### Deliverables

- Board presentation – importance of plan
- Strategic plan – preliminary draft to ED
- Board presentation – version 1
- Strategic plan – final draft to ED
- Board presentation – final draft for approval
- ASI/SC professional staff presentation

#### Interviews

- SC Board of Directors
- SC Executives
- SC Operations Team
- SC Assistant Director of Operations
- SC Administrative Staff
- Code Red Entertainment
- Volunteers & Student Assistants – 1+ years
- Partnering Departments
- Dean of Students
- ASI/SC Executive Director

### **B. INDEPENDENT CONTRACTOR**

The relationship of the Contractor to the Student Center/Associated Students, Inc. shall not be that of an employee of the Student Center/Associated Students Inc., but rather it shall be that of an independent contractor, nothing in this contract shall be construed as authority for the Contractor to bind the Student Center/Associated Students Inc. or to otherwise act on behalf of the Student Center/Associated Students, Inc., except as may be expressly authorized in writing by the Student Center/Associated Students, Inc.

### **C. TERMINATION**

SC/ASI reserves the right to cancel this contract agreement with a 15 day written notice without penalty or cost to SC/ASI.

### **D. ALLOWABLE COSTS**

Contractor acknowledges by signature or delivery of this order, that the prices for the items or services listed in this agreement are the lowest, most favorable prices offered to any other University or Governmental Agency and are based on current cost or pricing data.

**E. TOTAL FUNDING**

This purchase request contract is not to exceed \$10,000.00 (pricing is “all inclusive”).

**F. PAYMENT**

Initial payment (2 weeks after signed contract)

\$2,500.00

Two (2) weeks after the drafted ASI & SC five year plans are received

\$2,500.00

Two (2) weeks after the ASI & SC five year Strategic Plans are approved by the ASI & SC Board of Directors

\$5,000.00

Payment to Contractor shall be consistent with the provisions of paragraph E. Upon submission of Contractor’s invoice, SC/ASI shall not pay any invoice where total payment would result in a cumulative payment in excess of the limitations imposed by paragraphs E & F.

SC/ASI, at its option, may elect to pay any invoice in accordance with paragraph E. If the invoice is at variance with the paragraph, SC/ASI may return the invoice unpaid to the Contractor for correction.

All payments are provisional and subject to acceptance.

**G. PERIOD OF PERFORMANCE**

Beginning: 11/01/2020

Ending: 03/03/2021

**H. CONTENTS AND ORDER OF PRECEDENCE**

Annexed to this contract is California State University, Stanislaus General Provisions which are incorporated herewith by this reference. Insofar by these instruments apply to this contract, they constitute the entire agreement and understanding between SC/ASI and the Contractor, and moreover, the contents of each instrument identified below are incorporated with this contract as fully as though set forth herein at length. In the event of conflict between the provisions of each instrument, the following order of precedence shall govern the rights and obligations of the parties.

1. Typed changes to the face of this purchase request contract agreement;
2. Pricing agreement between both parties;
3. California State University, Stanislaus General Provisions:

<http://www.calstate.edu/gp>

## **I. MODIFICATIONS/CHANGES**

Any modifications to this purchase request contract or its appendices is only authorized by a formal written change to this document. The Contractor shall not proceed on any change or modification until authorization is received.

## **J. INSURANCE**

The general liability insurance requirements have been waived for services provided under this order: However, Contractor shall maintain auto liability insurance as required by California State law when driving in the performance or services for this order, as well as workers compensation insurance as required by California State law.

## **K. INDEMNIFICATIONS**

Contractor shall take all necessary precautions to prevent the occurrence of any injury (including death), to any persons, or of any damage to any property arising out of acts or omissions of Contractor's agents, employees, or subcontractor, and shall indemnify, defend, and hold University, its Auxiliaries, employees, volunteers, officers, directors, representatives and agents harmless from any and all costs, losses, expense, damages, claims, fees arising out of any negligent act or omission of Contractor, its agents, employees or subcontractors. Contractor shall be solely responsible for the operation and maintenance of the services and University, its Auxiliaries, employees, volunteers, officers, directors, representatives and agents shall not be responsible for any loss or damage arising from Contractor's performance of service under this contract.

## **L. ENVIRONMENTAL SUSTAINABILITY**

When possible, Contractor shall make every reasonable effort to use environmentally preferable products, methods, equipment, packaging and transportation and responsible for proper disposal of materials in an environmentally responsible manner.

## **M. INSPECTION AND ACCEPTANCE**

All work performed under this contract is subject to inspection and acceptance of SC/ASI or its designated representative.

Contractor's performance of work pursuant to this order represents Contractor's agreement with its terms and conditions.

## **N. TIMELINE**

October:

- Accept proposal
- Sign contract/deposit payment (due 2 weeks after contract signatures)

November

- ASI and SC Document Review

December

- Schedule interview meetings
- Board presentations
- Interviews with ASI & SC staff, elected officials, student assistants and volunteers

January

- Interviews with partnering departments
- Develop preliminary drafts
- Review preliminary drafts with ED/pymt 2 (due 2 weeks after drafted ASI/SC five year plans are submitted)
- Work on edits

February/March

- Deliver final draft to ED
- Make final edits
- Present final to ASI/SC Boards for approval
- Present to ASI/SC professional staff – final payment (due 2 weeks after the ASI & SC five year strategic plans are approved by the ASI & SC Board of Directors.

## **O. BILLING**

Contractor shall submit invoices as specified herein:

1. Identifiable invoice number
2. Addressed to:  
CSU Stanislaus Student Center  
Attn: Kathy Holloway  
One University Circle  
Turlock, CA 95382

Invoices not submitted in a manner stated above may be delayed in payment. SC/ASI will not pay late fees or finance charges.

By acceptance of this purchase request agreement, Contractor certifies and materials and services provided hereunder, shall be in compliance with all local, state and federal statutes, laws and regulations governing the provisions of the goods and services to be provided hereunder that all appropriate safety and flammability standards are being adhered to; that all appropriate licenses required for the performance of this contract have been obtained from the appropriate regulatory licensing agencies.


Student Center/Associated Students, Inc.

Signature   
Cesar Rumayor (Oct 15, 2020 12:53 PM)

Name: Cesar Rumayor  
ASI/SC Executive Director  
Date: Oct 15, 2020

Contractor/Company: Marvin Hooker Consulting

Name (print): Marvin Hooker

Signature: 

Date: October 15, 2020