INVITATION FOR BID (IFB)

CAL POLY is soliciting bids for Pest Control Services for University Housing and Facilities Services at Cal Poly State University, San Luis Obispo, CA. The contract will be for a period of three (3) years with an option for two (2), one year options for renewal based on satisfactory service.

Bids are subject to the attached Exhibits:

- Exhibit A: CSU General Provisions for Service Acquisitions, 9 pages;
- Exhibit B: CSU Solicitation Provision & Bidder Certifications, 7 pages;
- Exhibit C: Scope of Services for Pest Control Services, 3 pages;
- Exhibit D: Service Locations/Frequency/Cost Sheet, 3 pages;
- Exhibit E: Specification of Compliance, 1 page.

Instruction to Bidders:

Please review thoroughly all exhibits. To be deemed responsive, a bidder must submit Exhibit D: Service Locations/Frequency/Cost Sheet, Exhibit E: Specifications of Compliance, and any addendums electronically to purchasing@calpoly.edu before 3:00 PM, PDT Friday, June 26, 2015.

Submit bids by e-mail. Email bid to purchasing@calpoly.edu only. Please do not send copies to any other email addresses. Make sure to reference the bid number, GW2000009160, in the subject field, so the email can easily be identified as an Invitation for Bid (IFB). The bids will be opened at 3:00 PM PDT and reviewed for compliance. Bids received after the closing date and time will not be opened; they will be marked “LATE” and returned to the respective bidder.

Any questions relating to this Invitation for Bid need to be received by 11:00 am (PDT), Tuesday, June 16, 2015 and submitted via email directly to Georgia Wells, gjwells@calpoly.edu

Bidders claiming preference as a certified small business must attach a copy of their certification letter from the Office of Small Business. Information available at: www.dgs.ca.gov/pd.

Furthermore, Contractors should familiarize themselves with the General Provisions, http://www.calstate.edu/CSP/crl/GP/GP.shtml, before proceeding, with particular attention to the other requirements in this document.
Schedule of Events

Bidding Events

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
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<tbody>
<tr>
<td>Email/Post IFB for prospective contractors</td>
<td>Monday, 6/1/2015</td>
</tr>
<tr>
<td>Mandatory Job Walk (1)</td>
<td>Wednesday, 6/10/2015, 9:00 AM PDT</td>
</tr>
<tr>
<td>Last Day for Questions (2)</td>
<td>Tuesday, 6/16/2015, 11:00 AM PDT</td>
</tr>
<tr>
<td>Bid Closing/Bid Opening (3)</td>
<td>Friday, 6/26/2015, 3:00 PM PDT</td>
</tr>
<tr>
<td>Contract Award</td>
<td>Tuesday, 7/2/2015</td>
</tr>
</tbody>
</table>

Notes:

(1) Mandatory walk through for all bidders will be held Wednesday, June 10, 2015 at 9:00 a.m. Bidders will meet in the parking lot next to Cal Poly SLO Facility Services, 1 Grand Avenue, Building 70.

Bidders must email gjwells@calpoly.edu by 3:00 p.m., Monday, June 8, 2015 the number of people that will be attending, so that transportation to the sites can be arranged.

(2) Questions pertaining to the bid terms and conditions must be submitted by e-mail to:

Georgia Wells, Buyer III
E-mail: gjwells@calpoly.edu
Reference: IFB GW200009160

(3) Bids will be opened, and prices read June 26, 2015, 3:00 PM PDT at:

California Polytechnic State University (Cal Poly)
1 Grand Avenue, Building 1, Room 128
San Luis Obispo, CA 93407-0121
1. **Commencement of Work**  
Contractor shall not commence work under the Contract until Contractor has received a fully executed Contract and been given written approval to proceed. Any work performed by Contractor prior to the date of approval shall be considered as having been performed at Contractor’s own risk and as a volunteer.

2. **Contract Alterations & Integration**  
No alteration or variation of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the parties hereto.

3. **Severability**  
Contractor and CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

4. **Independent Status**  
Contractor and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSU or the State of California. While Contractor may be required by this Contract to carry Worker’s Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers’ compensation benefits from CSU.

5. **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.

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

7. **Assignments**  
Contractor shall not assign this Contract, either in whole or in part, without CSU’s written consent, which will not be unreasonably withheld.

8. **Personnel**  
Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor CSU’s requests regarding Contractor’s assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor’s control, Contractor shall use its best effort to provide suitable substitute personnel.

9. **Waiver of Rights**  
Any action or inaction by CSU or the failure of CSU on any occasion to enforce any right or provision of this Contract shall not be a waiver by CSU of its rights hereunder and shall not prevent CSU from enforcing such provision or right on any future occasion. CSU’s rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.
10. Time
Time is of the essence in the performance of this Contract.

11. 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 each party.

12. Appropriation of Funds
(a) If the term of this 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 and not yet paid for by CSU, terminate any future services and commodities to be supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.

(b) CSU agrees that if provision (a) above is involved, commodities shall be returned to Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

13. Cancellation
CSU has the right to cancel this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.

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

15. Rights and Remedies of CSU for Default
(a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor’s duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.

(b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU’s right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.

(c) In the event the CSU terminates this Contract, either in whole or in part, for Contractor’s default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items that Contractor agreed to supply.

(d) CSU’s rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

16. Warranty
Contractor warrants that
(i) deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work, if any), and
(ii) the deliverables will be free from defects in materials and workmanship. Where the parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the deliverables shall provide all functionality required thereby.

17. Safety and Accident Prevention
In performing work under this Contract on CSU premises, Contractor shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Contractor shall take all additional precautions as the CSU
may reasonably require for safety and accident prevention purposes. Contractor’s violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

18. Insurance Requirements

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

(a) Policies and Coverage.

(1) The Contractor shall obtain and maintain the following policies and coverage:

(i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.

(ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.

(iii) Worker’s Compensation including Employers Liability Insurance as required by law.

(2) The Contractor also may be required to obtain and maintain the following policies and coverage:

(i) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.

(ii) Other Insurance by agreement between the Trustees and the Contractor.

(b) Verification of Coverage.

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete pursuant to Article 8.01, Acceptance. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

(c) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in Article 4.07. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.

(2) For any claims related to the Work, the Contractor’s insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor’s insurance and shall not contribute with it.

(3) Each insurance policy required by this Article shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the Trustees.

(4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(d) Amount of Insurance.

(1) For all projects, the insurance furnished by Contractor under this Article shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability

- $2,000,000 General Aggregate
- $1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.

(ii) Business Automobile Liability Insurance--Limits of Liability

- $1,000,000 Each Accident--combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.

(iii) Workers’ Compensation limits as required by law with Employers Liability limits of $1,000,000.

(2) 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:

(i) 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 cleanup costs.

(ii) In addition to the coverage described in 4.06 d (1) (b), Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:

(a) MCS-90 endorsement
(b) 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 in this Article 4.06 d (2) (b) 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 in Article 4.06 b: Verification of Coverage and 4.06 c: 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.

(e) Acceptability of Insurers.
Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best’s rating of A:VII, or shall be a carrier otherwise acceptable to the University.

(f) Subcontractor’s Insurance.
Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Article, and that the amount of insurance for each subcontractor is appropriate for that subcontractor’s Work. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials as required in Article 4.06-d, Amounts of Insurance, subdivision (2).

(g) Miscellaneous.

1. Any deductible under any policy of insurance required in this Article shall be Contractor’s liability.
2. Acceptance of certificates of insurance by the Trustees shall not limit the Contractor’s liability under the Contract.
3. In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
4. If the Trustees are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.
5. The Contractor’s obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.
6. The Contractor’s liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract.

19. General Indemnity
Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor’s performance of this Contract.

20. Invoices
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.

(a) In the event that additional services are required, the Contractor shall submit invoices in accordance with provisions herein.
(b) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
(c) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after

(i) the performance completion date of services; or
21. 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.

22. Use of Data
Contractor shall not utilize any non-public CSU information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by Contractor pursuant to this Contract is the property of CSU, and shall not be used in any manner by Contractor unless authorized in writing by CSU.

23. Confidentiality of Data
(a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the 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 and protected data as confidential information. Contractor shall not use, disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor’s or its personnel’s acts or omissions. Further, if so requested by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.

(b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSU’s operation designated “confidential” by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify CSU in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall:
   (1) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and

(c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor’s obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by CSU in advance. Contractor’s failure to comply with any provision of this Section shall constitute a material breach of the Contract.

24. Information Security Requirements
(a) Contractor is required to comply with CSU Information Security Requirements as described in Rider A, Supplemental Provisions for General Provisions for Service Acquisitions, attached hereto and by reference made a part of this agreement.

(b) Information Security Plan
   Contractor is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential CSU data to which they have access. Requirements for the Information Security Plan are described in Rider A.

(c) Personal Security Requirements
   Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only. Contractor shall not knowingly permit a representative or subcontractor to have access to CSU records, confidential data, or premises of the CSU when such representative or subcontractor has been convicted of a felony.
25. Patent, Copyright, and Trade Secret Indemnity

(a) Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees (collectively referred to as CSU), from any and all third party claims, costs (including without limitation reasonable attorneys’ fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party (“Third Party Obligation”) and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide CSU with indemnity protection.

(i) CSU will notify Contractor of such claim in writing and tender its defense within a reasonable time; and

(ii) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law. In such case no settlement shall be entered into on behalf of CSU without CSU’s written approval.

(b) Contractor may be required to furnish CSU a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

(c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, CSU shall permit Contractor to take its option and expense either to procure for CSU the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably practicable or if the use of such Deliverables or Software by CSU shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist CSU in procuring substitute Deliverables or Software at Contractors cost and expense. If, in the sole opinion of CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSU shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums CSU paid Contractor less any reasonable amount for use or damage.

(d) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

26. Rights in Work Product

All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this section may be revised in a Statement of Work. The provisions of this sub-section a) may be revised in a Statement of Work. However, all finished product or deliverables required under this contract shall be the exclusive property of the CSU and may be used at CSU’s discretion.

27. Examination and Audit

For contracts in excess of $10,000, Contractor shall be subject to the examination and audit by

(a) the Office of the University Auditor, and

(b) the Bureau of State Audits, for a period of three (3) years after final payment under the Contract. 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. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

28. Dispute

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor’s Chief Executive Officer (or designee) and CSU’s Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.
29. Conflict of Interest
CSU requires a Statement of Economic Interests (California Form 700) to be filed by any Consultant (or Contractor) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any CSU financial interest.

30. Follow-On Contracts
No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may submit be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

(a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:
   (i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
   (ii) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.

(b) “Consulting and Direction” means services for which Contractor received compensation from CSU and includes:
   (i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
   (ii) development or design of test requirements;
   (iii) evaluation of test data;
   (iv) direction of or evaluation of another Contractor;
   (v) provision of formal recommendations regarding the acquisition of products or services; or
   (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, “affiliates” are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with 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 CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor’s own products.

(d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law (“Conflict Laws”). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

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

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

33. Nondiscrimination
(a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and
denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

(c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

34. Compliance with NLRB Orders
Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

35. Drug-Free Workplace Certification
Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
   (i) the dangers of drug abuse in the workplace;
   (ii) the person's or organization's policy of maintaining a drug-free workplace;
   (iii) any available counseling, rehabilitation and employee assistance programs; and,
   (iv) penalties that may be imposed upon employees for drug abuse violations.

(c) Provide that every employee who works on the proposed or resulting Contract:
   (i) will receive a copy of the company's drug-free policy statement; and,
   (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note: Authority Cited: Government Code Section 8350-8357

36. Forced, Convict, Indentured and Child Labor
By accepting a contract with CSU, Contractor:

(a) certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at http://www.dir.ca.gov/, and Public Contract Code Section 6108.

(b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (A).

37. Recycled Content Certification
To the extent that services involve the supply of post-consumer materials (see below) Contractor shall certify in writing the minimum, if not exact, percentage of post-consumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

38. Child Support Compliance Act
For any contract in excess of $100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

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

39. Americans With Disabilities Act (ADA)
Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor’s failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

40. Debarment and Suspension
By accepting a contract with the CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (2 Code Federal Regulations[CFR] 180.220, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

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

42. Citizenship and Public Benefits
If Contractor is a natural person, Contractor certifies he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

43. Loss Leader
Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

44. DVBE and Small Business Participation
(a) If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the SB(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each SB received from the prime Contractor. (Govt. Code § 14841.)
(b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU:
   (1) the name and address of the DVBE(s) who participated in the performance of the Contract;
   (2) the total amount the prime Contractor received under the Contract; and
   (3) the amount each DVBE received from the prime Contractor. The Contractor shall also certify that all payments under the Contract have been made to the DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

45. Contractor’s Staff
Contractor warrants that its staff assigned to performing work under this Contract are legally able to perform such duties in the country where the work is being performed.
CSU Solicitation Provision and Bidder Certifications

I. SOLICITATION PROVISIONS

1. Definitions:

   (a) The Trustees of the California State University are referred to as “CSU” or “University.”

   (b) The terms “bid” and “proposal” are synonymous and mean an offer made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a “sealed bid” or results in award of a contract to a single or sole source.

   (c) “Bidder” or “Proposer” is used interchangeably and each shall apply to the business entity that submits a bid/proposal or is awarded a contract.

   (d) May: Indicates something that is not mandatory but permissible/desirable

   (e) Shall, Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements will result in rejection of the proposal as non-responsive.

   (f) Should: Indicates something that is recommended, but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

   (g) Respondent, Proposer, Bidder, Supplier, Vendor, Service provider, Contractor, Firm: Are synonymous in the context of all documents associated with this RFP and contract documents.

   (h) Cal Poly, California Polytechnic State University, University, Customer, Solicitor: Are synonymous in the context of all documents associated with this RFP and contract documents.

   (i) Fee, Rate, Price, Cost: Are synonymous.

2. Preparation of Bids and Proposals:

   (a) Proposer shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer’s sole risk.

   (b) All bids submitted, including electronic bids, must indicate unit prices for each separate line item quoted in addition to showing the totals. In case of discrepancy between the unit price and the extension set forth for the item, the unit price shall prevail; however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, the amount set forth in the "Extension" column shall be divided by the quantity for the item and the price thus obtained shall be the unit price. In case of discrepancy between the totals shown on the bid form and the actual sum of the item totals, the actual sum of all item totals shall prevail.

   (c) Brand names: Any reference to brand names and numbers in the bid solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the indicated standards of quality will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the reference brands.

   Unless the bidder specifies otherwise in the bid, it is understood that the bidder is offering a referenced brand item as specified in the bid solicitation. The CSU reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references; the CSU may require a bidder offering a substitute to supply additional descriptive material and a sample.
(d) Time of delivery (whether a commodity or a service) is a part of the bid and must be strictly observed. Time, if stated as a number of days, shall mean calendar days.

(e) Bids shall be completed in all respects as required by this solicitation. A bid may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially changed the quality of the bid. Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the evaluation committee, such information was intended to erroneously and fallaciously mislead the CSU in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this solicitation, the bid will be rejected. Statements made by a bidder shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

The CSU reserves the right to request additional information which in the CSU's opinion is necessary to assure that the proposer’s competence, experience, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

3. Submission of Bids:
   (a) Whenever the CSU so designates, bids must be signed and sealed, with the bid number, bidder's name and address, and closing date and time, on the outside of the envelope.
   (b) Bids or partial bids, and modifications or corrections thereof received after the closing time specified may not be considered.
   (c) The bidder is solely responsible for ensuring that the bid is delivered to the CSU prior to the date and time specified and in accordance with the solicitation requirements. The CSU shall not be responsible for any delays in mail delivery, including delay occasioned by the internal CSU mailing system, or transmission errors or delivery errors.

4. Cancellation: This solicitation does not obligate CSU to enter into an agreement. CSU reserves the right to cancel this solicitation at any time, should the project be canceled, CSU loses the required funding or it is deemed in the best interest of CSU. No obligation either expressed or implied, exists on the part of CSU to make an award or to pay any cost incurred in the preparation or submission of a bid.

5. Bidder’s Cost: Costs for developing bids are entirely the responsibility of the bidder and shall not be chargeable to the CSU.

6. Revisions in Bid Solicitation: In the event a bidder believes that the CSU’s bid solicitation is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the CSU’s procurement office, either by telephone, telegraph, letter, or visit, immediately upon receipt of the bid solicitation, in order that the matter may be fully considered and appropriate action taken by the CSU prior to the closing time set for bids.

7. Removal of Names from Bidders' List: The CSU may remove the name of any vendor or contractor from its lists of potential bidders whenever the CSU has received no recent responses to its bid solicitations from that vendor or contractor.

8. Award of Contracts:
   (a) Contracts will be made or entered into with the bidder with the highest score attained at the end of a competitive evaluation process. The CSU reserves the right to determine the results of the prescribed evaluation process and the awardee.
(b) Where more than one item is specified in the bid solicitation, the CSU reserves the right to determine the low bidder either on the basis of individual items or on the basis of all items included in the bid solicitation.

(c) Unless the bidder specifies otherwise in the submitted bid, the CSU may accept any portion or group of items or services offered in the bid, or accept none of them at all.

(d) The CSU reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

(e) A CSU purchase order mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid solicitation results in a binding agreement without further action by either party. The binding agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

9. **Bid Evaluation Preferences:** In evaluating bids, the CSU will give preferences in accordance with the law for suppliers who are a California Certified Small Business. If applicable, preferences may also be given for bidders using recycled products in accordance with Public Contract Code Sections 10408 and 12150 et seq. Where multiple preferences are claimed, the CSU will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.

10. **Small Business Preference Request**

   The State of California requires agencies to provide a five percent (5%) preference to Proposers or Bidders who qualify as either California certified small businesses or non-small businesses that commit 25% of the contract value to California certified small businesses. To be eligible, the small businesses must be certified by The Office of Small Business and DVBE Services. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Government Code, Section 14838, et seq. and Title 2, California Administrative Code, Section 1896, et seq. Copies of the codes and regulations are available online or upon request.

   The use of the Small Business Preference shall be in compliance with the law and specifically Government Code Section 14838.B.2. In solicitations where an award is to be made to the highest scored bidder based on evaluation factors in addition to price, the preference to small businesses or microbusiness shall be 5 percent of the highest responsible bidder’s total score. The preference to non-small business bidders that provide for small business or microbusiness subcontractor participation shall be up to a maximum 5 percent of the highest responsible bidder’s total score, determined according to rules and regulations established by the Department of General Services. In solicitations where an award is to be made to the low bid, the preference is applied by factoring 5 percent of a non-small business low bid total and subtracting this amount from the small business bid total.

11. **Financing of Acquisition:** Bidder shall include within the contents of its bid or proposal the best financing alternatives it has to offer the CSU whenever the solicitation document expresses the CSU’s desire to consider financing (including third-party possibilities) as an option.

12. **Patent, Copyright, and Trade Secret Indemnity:** A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

13. **Protests:**

   (a) Prior to Bid Opening - Potential bidders are afforded the opportunity to take exception to or “protest” the specifications and/or requirements of the bid solicitation. Such protests must be conveyed in writing to the CSU and also be resolved in writing by the CSU each within five (5) calendar days, prior to the scheduled bid
submittal deadline. However, any protests of specifications or requirements received after the deadline identified in the bid solicitation shall be considered untimely and shall be rejected. The CSU’s decision on a protest is final.

(b) Prior to Contract award - If, prior to award of a contract, a protest is received in writing within five (5) calendar days after the intent to award is issued and filed on the grounds that the intended award is not in conformance with the specifications or requirements of the bid solicitation, the contract shall not be awarded until the protest has been withdrawn or a decision has been reached by the CSU. The CSU shall review the merits and timeliness of the protest and submit a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The CSU’s decision on a protest is final.

14. Accommodations for the Disabled: It is the policy of the CSU to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation.

15. Confidentiality: Final bids are public upon bid opening; however the contents of all proposals, drafts bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder’s proposal shall be held in the strictest confidence until Notice of Intent to Award.

The content of all working papers and discussions relating to the bidder’s proposal shall be held confidential indefinitely unless the public interest is best served by an item’s disclosure because of its direct pertinence to a decision, agreement or an evaluation of the bid.

II. BIDDER CERTIFICATIONS

By submitting a bid, the Bidder certifies to the following:

1. Unfair Practices Act: Contractor warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).

2. Violation of Air or Water Pollution Laws: Unless the contract is less than $25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Contractor warrants that the Contractor has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution.

By submitting a bid, the Bidder certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

3. Assignment of Antitrust Actions: The bidder’s attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the bidder:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the procurement body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, [commencing with
Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the procurement body pursuant to the bid. Such assignment shall be made and become effective at the time the procurement body tenders final payment to the bidder (Government Code Section 4552).

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553).

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

5. Non-collusion Affidavit: By submitting a bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

6. Safeguards for confidential information: By submitting a bid, Bidder 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. In the event that such information is required for the performance of the work specified, the Bidder hereby certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314 et seq.

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

8. Public Contracts Code Restrictions for CSU Employees: CSU employees and immediate past employees must comply with restrictions regarding contracting with the CSU. Bidder needs to be aware of the following provisions regarding current or former CSU employees. In submitting a bid, bidder certifies that the bidder is eligible to contract with the CSU pursuant to the Public Contracts Code (PCC) sections list below:

Current CSU Employees (PCC Section 10831):

(a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any CSU department through or by a CSU contract unless the employment, activity or enterprise is within the course and scope of the officer’s or employee’s regular CSU employment.
(b) No officer or employee shall contract on his or her own behalf as an independent contractor with any CSU department to provide goods or services.

(c) This prohibition does not apply to officers or employees of the CSU with teaching or research responsibilities.

Former CSU Employees (PCC Section 10832):

(a) For the two-year period from the date he or she left CSU employment, no former CSU officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CSU department.

(b) For the twelve-month period from the date he or she left state employment, no former CSU officer or employee may enter into a contract with any CSU department if he or she was employed by that CSU department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CSU service.

9. In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Chapter 8.5 of the Public Resource Code, the Bidder certifies that it, and its agents, subsidiaries, partners, joint venturers, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to the CSU that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the bidder, its agents, subsidiaries, partners, joint venturers, or subcontractors. In addition the Bidder agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.

10. DARFUR CONTRACTING ACT

PCC sections 10475 et seq., the Darfur Contracting Act of 2008, establish restrictions against contracting with vendors conducting certain types of business in Sudan. The Act sets forth criteria to determine if a vendor is a “scrutinized company” and therefore ineligible to bid on or submit a proposal for State contracts.

Upon submitting a bid, bidders that have had business activities outside of the United States within the previous three years certify that they are not a scrutinized company as defined, or demonstrate they obtained permission under the statute. (PCC §§ 10478, 10477(b).) False certifications shall cause the bid to be invalidated. (PCC § 10479.)

11. IRAN CONTRACTING ACT

PCC sections 2202 et seq., the Iran Contracting Act of 2010, establish restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. By submitting a bid in excess of $1 million, bidder certifies that bidder is not a financial institution extending credit to an ineligible vendor on the list published by the California Department of General Services on the web site: http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf

(PCC § 2204.) The Act includes certain exceptions. (PCC § 2203(c).)

12. THE CONGO – SECURITIES EXCHANGE ACT

PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. The CSU will not accept bids or proposals or contract for goods or services related to products or services from companies designated as a “scrutinized company” by the Federal Government.
By submitting a bid, bidder **certifies** that they are not a scrutinized company as defined. False certifications shall cause the bid to be invalidated.

For purposes of this section, a “scrutinized company” is a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.

13 Vendor Data Record

The Supplier will be required to complete a Vendor Data Record form in accordance with the rules and regulations of the California Franchise Tax Board. All vendors doing business with State Agencies are required to submit a completed STD Form 204.

14. Parking

Parking on campus is by paid permit only. Supplier will be authorized to purchase a daily ‘Vendor’ parking permit available at the Information kiosk located at the entrance to the University on Grand Avenue. Cost of parking on campus is not a reimbursable expense, and may not be invoiced by Supplier.
Scope of Services For Pest Control Services

Proposal:
Contractor must provide regularly scheduled general Pest Control Services for the specific structures as indicated in the attached Service Locations and Frequency of Services, Exhibit D, and may provide specifically targeted pest treatments as routinely offered by the Contractor. Contractor must furnish all labor, skills, supervision, materials, equipment, tools, insurance, licenses, and permits necessary to provide Pest Control Services on the campus of California Polytechnic State University (Cal Poly), San Luis Obispo, CA, for the departments of University Housing and Facility Services. Contractor shall abide by the Structural Pest Control Act, be in good standing with the Structural Pest Control Board, and be certified through GreenPro, EcoWise or GreenShield.

Contractor must supply a copy of their license to apply pesticides in the State of California and any other related certifications they hold with bid.

Scope of Work:
A. General Pest Control Services must be completed in accordance with CSU General Provisions for said services. Extreme care must be exercised at all times to insure against any damage to the structures, landscaping and any other facilities or personal property contained therein in the performance of this specified control service.

B. It is Cal Poly’s expectation the general Pest Control Services will satisfactorily control within the structures and areas specified, and/or developing, during the contract period:
   1. all crawling insects, i.e., ants, cockroaches, silverfish, earwigs, crickets, etc.
   2. stinging insects, i.e., bees, hornets, wasps, etc.
   3. rodents; a complete rodent control service is included as part of general Pest Control Services, and it is the intent of this work to satisfactorily control all rodents within the structures and areas specified.
   4. arachnids, i.e., spiders, mites, ticks, etc.

C. Control of wood destroying organisms is not classified nor considered a part of general Pest Control Services and is excluded from the above intent.

D. All services to be performed with respect to, consideration of, and coordinated with University Housing & Facility Services operations. All services must be during appropriate times, scheduled with the approval of the Contract Coordinator(s), or the designated authority and be completed such that each area is safe for occupancy by 7:30am.

Contractor Responsibilities:
A. Contractor must furnish all labor, materials and equipment necessary for performance of said general Pest Control Services in accordance with the Structural Pest Control Act.

B. Contractor must be licensed to apply pesticides in the State of California and must provide a copy of their license, certification, and training records for all personnel who apply pesticides at Cal Poly during the life of the agreement.

C. Vehicles used in the performance of said work must be insured, labeled with company identity and fully comply with University Parking Regulations. Contractor is responsible for obtaining the appropriate parking permit for all vehicles used on campus.

D. Contractor hereby warrants that all services will be performed in a timely and first-class workmanlike manner. Contractor must keep the property free and clear at all times of excess materials, debris and equipment.

E. Contractor must provide, as needed, at the request of the Contract Coordinator(s), or the designated authority, approved traps (glue, snap, and pheromone) as additional means of pest control for rodents, ants and cockroaches. Non-restricted ant bait stations shall contain FIPRONIL as an insecticide at the beginning of the contract. Chemistry class is to be rotated every six months with the option to select a different product if efficacy is reduced.
F. Bait stations and other controlled pesticide traps used in the control of rodents, ants, and cockroaches must be provided and placed by the contractor. Traps and bait stations are to be provided and/or placed at no additional cost. If the Contract Coordinator has been trained by the Owner (Cal Poly Environmental Health and Safety), USEPA registered pesticide bait stations of commercial grade and approved for non-restricted use, may be placed by the Contract Coordinator or other designated, trained Owner representative.

G. Contractor must notify the Contract Coordinator(s), or the designated authority, at the time application of the chemical(s) is made, and identify in writing what chemicals are used and location(s) of application. For general pest control services, the approved Service Treatment Form will comply.

H. Contractor must confer with the Contract Coordinator(s), or the designated authority, and review actual problem at specific site location, as necessary.

I. Contractor must contact the Contract Coordinator(s) and inquire about any pest problems on each regularly scheduled visit prior to servicing the area(s). Upon completion of the service, Contractor must confer with the contract Coordinator(s) and obtain acceptance signatures for the completed service.

J. Contractor must clean up and remove from premises all unused materials, equipment, etc., and leave premises in an orderly condition. All old bait must be destroyed in an approved manner and the Contractor must remove and dispose of any carcasses and remains of rodents within 36 hours. Unslaked or chlorinated lime must be used to deodorize sites in which rodent remains or carcasses have been found, in compliance with county/state/federal regulations or codes.

K. Contractor must monitor the results of general Pest Control Services monthly as a means of satisfactory control. Changes to established routines must be reviewed and approved by the Contract Coordinator. Permanent treatment changes must be followed by updated service schedules within 30 days.

L. To the extent possible and without damaging facilities, ant trails must be followed to the source and exterminated. Contractor must provide and install ant bait stations for interior ant infestations.

M. Pesticide use must consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control. Bait formulations, traps, vacuuming, sanitation, and exclusion techniques should be emphasized for insect control inside facilities.

N. The Contractor must provide labels and material safety data sheets (MSDS) for every pesticide used on the premise. Copies will be maintained in the offices of the Contract Coordinator for both University Housing and Facility Services.

O. Pesticides must not be stored on premises.

P. Poisoned bait preparations must never be placed where food supplies might be contaminated.

Q. Contractor must, at the completion of each treatment, fill out and provide a Service Treatment Form to the Contract Coordinator(s), or the designated authority, for tracking purposes.

R. The Service Treatment Form provided by the Contractor must be subject to University approval and must include at a minimum (provide sample at time of bid):
   1. Date and time of service
   2. Type of service
   3. Target pest name
   4. Area, building and room(s) serviced
   5. Chemical and rate of treatment used
   6. Monetary charges
   7. Signature space for Contract Coordinator
   8. Signature space for resident of live-in units
   9. Signature space for technician performing service, and
   10. Space for technician license number.
S. In addition to the Service Treatment Form, the Contractor must provide a Sanitation Report Form and must include at a minimum (provide sample at time of bid):
1. Customer name (State personnel)
2. Area, building, and room(s) serviced.
3. Type of service (regular, complaint, follow-up, etc.)
4. Date and time of service
5. Space for specific description of problems in area
6. Space for specific findings or conditions to be noted
7. Space for comments and recommendations
8. Signature space for supervisor
9. Signature space for technician performing inspection; and
10. Space for technician license number.

T. Contractor must schedule specified day(s) for services, subject to approval of University personnel. An initial schedule is due within 30 days of initial contract and updated at month six followed by yearly thereafter.

U. Contractor must be on-call to the University, 24 hours per day, seven (7) days per week. A licensed technician/applicator must be dispatched on location within 12 working hours of all requests. Assessment by professional staff must be dispatched within 24 hours of all requests. Assessments are free of charge.

V. Contractor must send an itemized invoice, including the location of service and cost per area, to the Contract Coordinator of each department one time per month. Invoice and statement formats must be reviewed and approved by University Housing and Facilities Services. All services for infestations must be warranted and include two return visits at no additional fees.

W. The University reserves the right to make any changes, additions or deletions to the contract with thirty (30) days’ notice to the Contractor. Prices on these additions will be comparable with the existing prices of the contract.

X. For interior of residential living locations, visits must be scheduled and visits need to be attended by a University Housing Manager for each location.

Y. Contractor must base quantities of rodent traps as stated per pesticide label requirements, per square footage of each building.

Z. Post-Contract Phase Out: At the conclusion of this contract, if it is not renewed, the Contractor must coordinate an orderly transition to a new Contractor such that the level and quality of services provided to Cal Poly are not degraded, and must exercise its best effort and cooperation to effect an orderly and efficient transition to a successor. Specific objectives are to: 1) Provide for an orderly and controlled transition to a successor Contractor or to Cal Poly; 2) Minimize any disruption of processing and services provided to operational users of the system.

AA. It is the intent of Cal Poly to use Integrated Pest Management (IPM) practices to the extent possible. Contractor to submit an Integrated Pest Management Plan upon selection. Practices should be consistent with referenced standards (GreenPro, EcoWise or GreenShield) unless required by another agency (such as USDA) or as directed in Exhibit D. In those areas specifically identified to be inconsistent with referenced standards the contractor should sufficiently document discrepancies for University review and approval consistent with sufficient detail to meet the requirements of LEED O+M.

BB. In the event of additional building(s) being added to a monthly or quarterly service, Contracts and Procurement services is to be notified. After review, approval will be granted or denied. Granted approvals will be added to the Service Locations and Frequency of Services, Exhibit D. Pricing for additional locations added during the term of the contract will be based on IFB quoted prices.
### Service Locations/Frequency/Cost Sheet

The University will award based on lowest base bid price and what is deemed in the best interest of the University. All or partial may be awarded.

<table>
<thead>
<tr>
<th># of Stops</th>
<th>Bldg</th>
<th>Name</th>
<th>IPM Plan</th>
<th>Perimeter Spray</th>
<th>Bait Stations When Used</th>
<th>Monthly Charge</th>
<th>Qtrly Charge</th>
<th>Comments</th>
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<td>1</td>
<td>1</td>
<td>Admin Bldg</td>
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<td>6 boxes</td>
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<td></td>
<td>G.P. and Rodents</td>
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<td>2</td>
<td>02 &amp; 03</td>
<td>Education/Business</td>
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***Note: Pricing for additional locations added during the term of the contract will be based on IFB quoted prices.***

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The bidder’s signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103.

Company/Supplier Name: __________________________________________________________

Contractor’s Signature: ________________________________ Date: ______________

Title: ________________________________ Phone Number: _________________________
Specification of Compliance

The Contractor must indicate below if their bid is not in compliance with all exhibits of this bid.

YES ____________  NO ____________

If Contractor has indicated the bid does not comply in all respects, please list and explain all deviations below:

Failure to comply with these specifications may cause the bid to be deemed non-responsive.

AUTHORIZED SIGNATURE:  

AUTHORIZED NAME (Print):  

CONTRACTOR:  

DATE:  

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