Invitation for Bid (IFB)

Date: April 2, 2015                    Bid No: IFB #SL2000008785

Cal Poly State University, San Luis Obispo is soliciting bids for seven (7) Ebony Yamaha U1 Upright Pianos and four (4) Ebony Yamaha Avant Grand N3 Hybrid Pianos.

Bids are subject to the attached Exhibits:

“A” - CSU Solicitation Provisions and Bidder Certifications, consisting of nine (9) pages;
“B” - General Provisions for Good Acquisition, consisting of eight (8) pages;
“C” – Specifications, consisting of three (3) pages;
“D” – Cost Proposal, consisting of one (1) page;
“E” - Specification of Compliance, consisting of one (1) page.

Please review thoroughly all exhibits – Bid located electronically at:
http://afd.calpoly.edu/cprm/bidsinprocess.asp?pid=4

To be deemed a responsible and responsive bidder submit Exhibits D and Exhibit E and return in a sealed package labeled with the bid number or emailed before 3:00 PM, PDT April 15, 2015.

Deliver bids to:
California Polytechnic State University
IFB SL2000008785
1 Grand Avenue, Building 1, Room 128
San Luis Obispo, CA  93407

You may 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 in the Subject field, so the email can easily be identified as an Invitation for Bid (IFB). The bids will be opened on April 15, 2015 at 3:00 PM PDT.

Furthermore, Contractors should familiarize themselves with the General Provisions before proceeding, also with particular attention to the other requirements in this document.

Contractors claiming preference as a certified California small business must attach a copy of their certification letter from the Office of Small & DVBE Services (OSDS) with their bid.
Information at: http://www.dgs.ca.gov/pd/Programs/OSDS.aspx

Contractors claiming certified Disabled Veteran Business Enterprise must attach a copy of their certification letter from the Office of Small Business Certification and Resources with their bid.
Information at: http://www.dgs.ca.gov/pd/Programs/OSDS/CommunicationsOutreach.aspx
Schedule of Events

Bidding Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post IFB to prospective suppliers</td>
<td>Friday, April 2, 2015</td>
</tr>
<tr>
<td>Last day for Questions(1) (Request for Information)</td>
<td>Monday, April 13, 2015</td>
</tr>
<tr>
<td>Cal Poly publishes responses to questions</td>
<td>Tuesday, April 14, 2015</td>
</tr>
<tr>
<td>Bid Closing/Bid Opening (2)</td>
<td>Wednesday, April 15, 2015  3:00pm PDT</td>
</tr>
</tbody>
</table>

Notes:

(1) Questions pertaining to the bid terms, conditions, or bid specifications must be submitted by e-mail to:

Suzanne LaCaro  
E-mail: slacaro@calpoly.edu  
Reference: IFB 2000008785

(2) Bids will be opened, and prices read, April 15, 2015 at 3:00 PM:

Administration Building, Building 1, Room 128  
California Polytechnic State University (Cal Poly)

Contract Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Award (tentative)</td>
<td>April 20, 2015</td>
</tr>
<tr>
<td>Delivery</td>
<td>Mid June 2015</td>
</tr>
</tbody>
</table>

AWARD OF THIS REQUIREMENT WILL GO TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER
General Provisions for Good Acquisition

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 of workers’ compensation benefits from the 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 therefor.
(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
(a) 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), 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. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants such Software shall perform in accordance with its license and accompanying Documentation. CSU’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.
(b) Contractor warrants that at the time of delivery, deliverables (i) shall be free of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software); and (ii) shall not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if CSU believes harmful code may be present in any Commercial Software delivered, Contractor shall, upon CSU’s request, provide a master copy of the Software for comparison and correction. (c) Unless otherwise specified in the Statement of Work: (i). Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor shall pass through any such warranties to CSU and shall cooperate in enforcing them. Such warranty pass-through shall be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.
(d) All warranties, including special warranties specified elsewhere herein, shall inure to CSU, its successors, assigns, customer agencies, and other governmental users of the Deliverables or services.

17. 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.

18. Invoices
Invoices shall be submitted, in arrears, to the address provided in the Contract. Each invoice must contain the Contract number and Contractor's Identification number. Final invoice shall be marked as such. Contractor shall submit invoices to CSU for payment of goods and services rendered. Unless otherwise specified, CSU shall pay properly submitted invoices not more than 45 days after (i) CSU’s acceptance of goods; (ii) the performance completion date of services; or (iii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract. 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 of this Contract, including travel and per diem, unless otherwise expressly so provided.

19. Packing and Shipment
(1) All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to: (i) show the number of the container and the total number of containers in the shipment; and (ii) the number of the container in which the packing sheet has been enclosed.
(2) All shipments by Contractor or its subcontractors must include packing sheets identifying: the CSU’s contract number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.

20. Delivery
Contractor shall strictly adhere to the delivery and completion schedules specified in this contract. Time, if stated as a number of days shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the CSU shall not be required to
make any payment for the excess deliverables, and may return them to Contractor at Contractor’s expense or utilize any other rights available to the CSU at law or in equity.

21. Substitutions
Substitution of Deliverables may not be tendered without advance written consent of the CSU. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the CSU.

22. Inspection, Acceptance and Rejection
Unless otherwise specified in the Statement of Work all deliverables may be subject to inspection and test by the CSU.

23. Taxes, Fees, Expenses, and Extras
(a) Contractor certifies that it shall comply with all California Sale and Use Tax requirements. Articles sold to CSU are exempt from certain Federal Excise Taxes. CSU will furnish an exemption certificate on request.
(b) Unless specified otherwise, prices quoted shall include all required and applicable taxes.
(c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by CSU unless expressly included and itemized in the Contract. Unless otherwise indicated on the Purchase Order or Contract, on "FOB Shipping Point" transactions vendor shall arrange for lowest cost transportation, prepay, add freight to invoice, and furnish supporting freight bills over $50. On "FOB Shipping Point" transactions, should any shipments under this Contract be received by CSU in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers by wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packing or loading or some inherent defect in the equipment and/or material, vendor shall, at its own expense, assist CSU in establishing carrier liability.
(d) Contractor certifies it will immediately advise CSU of any change in its retailers seller’s permit or certification of registration or applicable affiliate’s sellers permit or certificate of registration.

24. Electronic Software Tax Liability
Contractor further agrees to deliver purchased software solely in an intangible form and via electronic means. Contractor shall be responsible for ensuring that the software is not delivered to the CSU in tangible form, and shall defend and indemnify the CSU for any and all tax liability resulting from Contractor’s failure to deliver the software as required by this Agreement.

25. 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.

(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 Contactor’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 at 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.

27. Rights in Work Product
a) 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 sub-section a) may be revised in a Statement of Work.

28. 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.

39. 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.

30. 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.

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, unappealable 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 Sweat free 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
Contractor shall certify in writing the minimum, if not exact, percentage of postconsumer 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. 12101et 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
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. Expatriate Corporations
Contractor declares and certifies that it is not and expatriate corporation, and is not precluded from contracting with

41. 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).

42. 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).)

43. 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).
# Specifications

## Qty 7 Yamaha U1 Upright Piano

<table>
<thead>
<tr>
<th>Specifications</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Speaking Length of #1 bass string</td>
<td>46.8&quot;</td>
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<td>Hammer Weight</td>
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<td>Soundboard Dimension</td>
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<tr>
<td>Material</td>
<td>Spruce</td>
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<tr>
<td>Back Post Material</td>
<td>Spruce</td>
</tr>
<tr>
<td>V-Pro Plate</td>
<td>Yes</td>
</tr>
<tr>
<td>Bridge Material</td>
<td>Hard Maple</td>
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<tr>
<td>Pinblock Material</td>
<td>Hard Maple</td>
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<td>Tuning Pins</td>
<td>Cut thread</td>
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<td>Center Pedal</td>
<td>Mute</td>
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<td>Metal Action Rail</td>
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<tr>
<td>Seasoned for Destination</td>
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<td>Soft-Close Fallboard</td>
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<tr>
<td>Keyboard Number of Keys</td>
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<tr>
<td>Pedals</td>
<td>Soft Pedal, Mute Pedal, Damper Pedal</td>
</tr>
<tr>
<td>Finishes</td>
<td>Polished Ebony</td>
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<tr>
<td>Also available as</td>
<td>Disklavier ES Series: U1E3; Silent Series: U1SG</td>
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</table>

## Dimensions

<table>
<thead>
<tr>
<th>Dimensions</th>
<th>Details</th>
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<td>Height</td>
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<td>Width</td>
<td>60&quot;</td>
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<tr>
<td>Length</td>
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<tr>
<td>Weight</td>
<td>502 lbs.</td>
</tr>
</tbody>
</table>
## Qty 4 - Yamaha AvantGrand N3 Hybrid Piano

### Color/Finish

<table>
<thead>
<tr>
<th>Cabinet</th>
<th>Color</th>
<th>Polished Ebony</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finish</td>
<td>Finish</td>
<td>Polished Ebony</td>
</tr>
</tbody>
</table>

### Size/Weight

<table>
<thead>
<tr>
<th>Dimensions</th>
<th>Width</th>
<th>1,481mm (58-5/16&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Height</td>
<td>1,014mm (39-15/16&quot;)</td>
</tr>
<tr>
<td></td>
<td>Lid up</td>
<td>1,734mm (68-1/4&quot;)</td>
</tr>
<tr>
<td></td>
<td>Depth</td>
<td>1,195mm (47-1/16&quot;)</td>
</tr>
<tr>
<td>Weight</td>
<td>Weight</td>
<td>199kg (438lbs., 12oz.)</td>
</tr>
</tbody>
</table>

### Control Interface

<table>
<thead>
<tr>
<th>Keyboard</th>
<th>Number of Keys</th>
<th>88</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type</td>
<td>Ivorite (white keytops)</td>
</tr>
<tr>
<td>Pedal</td>
<td>Type</td>
<td>Specialized Grand Piano Pedal</td>
</tr>
<tr>
<td></td>
<td>Number of Pedals</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Half Pedal</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Cabinet

<table>
<thead>
<tr>
<th>Key Cover</th>
<th>Soft-Close Fallboard</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Music Rest</td>
<td></td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Voices

<table>
<thead>
<tr>
<th>Tone Generation</th>
<th>Tone Generating Technology</th>
<th>Spatial Acoustic Sampling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polyphony</td>
<td>Number of Polyphony (Max.)</td>
<td>256</td>
</tr>
<tr>
<td>Preset</td>
<td>Number of Voices</td>
<td>5</td>
</tr>
</tbody>
</table>

### Effects

<table>
<thead>
<tr>
<th>Types</th>
<th>Reverb</th>
<th>Yes</th>
</tr>
</thead>
</table>

### Songs

<table>
<thead>
<tr>
<th>Recording</th>
<th>Number of Songs</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of Tracks</td>
<td>1</td>
</tr>
</tbody>
</table>
### Functions

<table>
<thead>
<tr>
<th>Overall Controls</th>
<th>Metronome</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Tempo Range</td>
<td>5 - 500</td>
</tr>
<tr>
<td></td>
<td>Transpose</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Tuning</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Scale Type</td>
<td>7 types</td>
</tr>
</tbody>
</table>

### Storage and Connectivity

<table>
<thead>
<tr>
<th>Connectivity</th>
<th>Headphones</th>
<th>x 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MIDI</td>
<td>In/Out</td>
</tr>
<tr>
<td></td>
<td>AUX IN</td>
<td>L/L+R, R</td>
</tr>
<tr>
<td></td>
<td>AUX OUT</td>
<td>L/L+R, R</td>
</tr>
<tr>
<td></td>
<td>USB TO DEVICE</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Amplifiers and Speakers

<table>
<thead>
<tr>
<th>Amplifiers</th>
<th>22W x 10 + 30W x 4 + 80W x 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speakers</td>
<td>(16cm + 13cm + 2.5cm) x 4</td>
</tr>
</tbody>
</table>

### Power Supply

<table>
<thead>
<tr>
<th>Power Supply</th>
<th>AC Inlet</th>
</tr>
</thead>
</table>

### Songs

<table>
<thead>
<tr>
<th>Preset</th>
<th>Number of Preset Songs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

### Control Interface

<table>
<thead>
<tr>
<th>Keyboard</th>
<th>Keyboard Action</th>
<th>Specialized Grand Piano Action</th>
</tr>
</thead>
</table>

### Amplifiers and Speakers

<table>
<thead>
<tr>
<th>Spatial Acoustic Speaker System</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soundboard Resonator</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Control Interface

| Tactile Response System (TRS) | Yes |
# Cost Proposal

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Yamaha U1 Upright Pianos, Color Ebony</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Yamaha AvantGrand N3 Hybrid Pianos, Color Ebony</td>
<td>$</td>
</tr>
<tr>
<td>1</td>
<td>Delivery (FOB Destination)</td>
<td>$</td>
</tr>
<tr>
<td>1</td>
<td>Tax –specify tax rate 7.50% (SLO County)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>$</td>
</tr>
</tbody>
</table>

Additional Comments:

1. If installment payments are required, specify the terms

2. Provide estimated lead time and delivery date

AUTHORIZED SIGNATURE: ____________________________________________

AUTHORIZED NAME and EMAIL ADDRESS (Print): __________________________

SUPPLIER NAME: ____________________________________________

DATE: ____________________________________________
Specification of Compliance

The Contractor must indicate below if their Bid is compliant with all exhibits of the IFB.

YES ____________  NO ____________

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

Failure to comply may cause the Bid to be deemed non-responsive.

AUTHORIZED SIGNATURE: ____________________________________________

AUTHORIZED NAME (Print): __________________________________________

CONTRACTOR: ____________________________________________________

DATE: ___________________________________________________________