California Polytechnic State University

Contracts & Procurement/Risk & Real Estate Management (CPRREM)

REQUEST FOR PROPOSAL

Tree Inventory and Management Software

RFP # GW2000008182

December 9, 2014
# CONTENTS

Submittal Requirements ................................................................. Page 3  
Section 1  Purpose and General Provisions ......................................... Page 4  
Section 1A CSU Solicitation Provisions and Bidder Certification ............. Page 7  
Section 2 Proposed Schedule of Events ............................................. Page 14  
Section 3 Qualifications .................................................................. Page 15  
Section 4 Scope of Services .............................................................. Page 18  
Section 5 Fee Proposal .................................................................... Page 20  
Section 6 Evaluation and Criteria ...................................................... Page 21  
Section 7 Proposal, Instructions, and Format ...................................... Page 22  

Appendix

Appendix A CSU General Provision for Information Technology Acquisitions  
Appendix A1 Supplementary General Provisions to CSU General Provision for Information Technology Acquisitions  
Appendix A2 ADA Accessibility Requirements  
Appendix B Insurance Requirements (Due from awarded contractor before commencement of services)  
Appendix C Statement of Work (TBD per outcome of the award)  
Appendix D Fee Schedule (TBD per outcome of the award)  
Appendix E RFP and any addenda (TBD per outcome of the award)  
Appendix F Travel Expense Guide for Service Providers  
Appendix G Third-Party Vendor Security questionnaire (Due from awarded contractor before commencement of services)
DELIVERY OF SUBMITTALS

- **Provide six (6) copies** of the Proposal (submittal) in HARD COPY FORMAT, **PLUS (IN ADDITION TO THE SIX HARD COPIES):**
  - (A) One (1) copy in electronic format on a CD (non-password protected Adobe Acrobat PDF file is preferred, but any generally utilized non-password electronic format (e.g. Word, Excel) is acceptable) or sent electronically to purchasing@calpoly.edu.

- Proposals must be received in Contracts & Procurement/Risk & Real Estate Management (CPRREM), in a sealed container, by mail, recognized carrier, or hand delivery **before 3:00 p.m. on January 7, 2015.**

- Clearly identify the outside of the delivery package with the RFP number, due date, and time.

- **NOTE:** All U.S. Mail and express carriers deliver to a central receiving location on the Cal Poly campus, and not directly to Contracts & Procurement/Risk & Real Estate Management. This results in U.S. Mail and express courier packages taking an extra day (after receipt by the central Cal Poly receiving location) to be delivered to (and deemed received by) Contracts & Procurement/Risk & Real Estate Management. For packages delivered via U.S. Mail or express carriers, you must allow one extra day from the date of delivery to the central receiving location on the Cal Poly campus for your package to be received by Contracts & Procurement/Risk & Real Estate Management.

- Courier delays, whether within or beyond human control, could cause your Proposal to be received after the deadline. Regardless of the cause of such delay, late submittals will be rejected and will not be considered.

- **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

  **Address submittal to:**

  CAL POLY STATE UNIVERSITY  
  Contracts & Procurement/Risk & Real Estate Management  
  Attn: Georgia Wells, Buyer III  
  One Grand Avenue, Bldg. 1 Rm 128  
  San Luis Obispo, CA 93407-0121  
  purchasing@calpoly.edu

QUESTIONS

All questions related in any way to this RFP (technical, contractual, or otherwise) must be submitted via email and received by the University before 5:00 p.m. on **December 19, 2014.**

**Direct questions to:**

Contracts & Procurement/Risk & Real Estate Management  
Attn: Georgia Wells, Buyer III  
E-mail: gjwells@calpoly.edu
SECTION 1

Purpose and General Provisions

1.1 Purpose and Summary of Request for Proposals (RFP)
California Polytechnic State University, San Luis Obispo (Cal Poly) is requesting sealed proposals from qualified firms specializing in Tree Inventory and Management Software for the Cal Poly Landscape Services.

Cal Poly Landscape Services is responsible for maintaining over 250 landscaped acres of the Cal Poly campus and is the steward of the University’s urban forest. Landscape Services’ duties include routine landscape maintenance throughout the campus, installation of new plantings, athletic field and sports turf maintenance, road repair, parking structure maintenance, and support for special events.

As part of these duties, the department is responsible for the health of our tree canopy, and strives to nurture and protect our campus forest. We recognize the importance of our trees as an element of a living classroom and a valuable asset to the educational mission of the University. Included in this mission is a goal to increase species diversity, assess trees for hazards to limit liability, perform maintenance pruning and oversee contracted work for pruning and removals.

Cal Poly Landscape Services seeks a complete review of our urban forest to assess the health, surrounding physical issues and location of tree species. We require a software solution allowing us to better track work performed, locate individual trees with maintenance issues, forecast costs, assess value, and provide a resource to the campus community to share the significance of our tree collection.

1.2 Submission of Proposal
Copies of the Proposal are to be delivered to the Contracts & Procurement/Risk & Real Estate Management (CPRREM) department in accordance with the instructions and format specified in Section 7 of this RFP.

Respondents are urged to submit concise proposals, appropriate to the scale of the services and include only items that are relevant to these specific services.

1.3 Questions regarding the RFP
Any questions, interpretations or clarifications of this RFP must be requested in writing and received by the University before 5:00 p.m. on December 19, 2014. All questions, either technical or contractual, shall be directed to CPRREM, gjwells@calpoly.edu.

Questions and responses will be posted here:

http://afd.calpoly.edu/cprm/bidsinprocess.asp?pid=4

1.4 Proposal Delivery
Any Proposal submitted by mail must be sent sufficiently in advance of the due date to ensure delivery to CPRREM prior to the specified date and time. The Respondent is solely responsible for ensuring delivery no later than the date and time specified. When using mail or express delivery services, Respondent assumes responsibility for clearly identifying that the package contains a response to this RFP. The RFP number, due date and time must be clearly identified on the outside of the delivery package. Use of the U.S. Postal Service, campus mail system, express or overnight delivery, or any other service that might result in delayed delivery shall not relieve the Respondent from the conditions of the specified deadline. LATE PROPOSALS WILL NOT BE CONSIDERED.

1.5 Contract Documents
The Respondent firm selected as Service Provider will be required to sign an agreement which will consist of the Service Agreement and applicable exhibits. In the event of a conflict between documents, the following order of precedence shall apply:
Agreement with **University**
The Contract appendices listed in the Agreement Request for Proposals (RFP) and any Addenda

**Respondent's** Proposal

### 1.6 Addenda
The **University** may modify this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission of qualifications, by issuing addenda.

Addenda will be posted at [http://afd.calpoly.edu/cprm/bidsinprocess.asp?pid=4](http://afd.calpoly.edu/cprm/bidsinprocess.asp?pid=4). Addenda will be numbered consecutively.

### 1.7 Rejection of Proposal
The **University** may reject any or all Proposals and may waive any immaterial deviation in the Proposal. The **University's** waiver of an immaterial defect shall in no way modify the RFP documents or excuse the **Respondent** from full compliance with the provisions if they are awarded the contract. Proposals referring to terms and conditions other than the **University's** terms and conditions may be rejected as being non-responsive.

### 1.8 Execution of the Contract
It is the current intent of the **University** to use only the evaluation process for each Proposal, and not interviews, in order to evaluate each **Respondent** and make any contract awards. Although the **University** does not currently intend to conduct interviews, it reserves the right to conduct such interviews if deemed desirable by the **University**.

The contract shall be signed by the selected **Respondent** and returned to the **University** along with the required attachments (including all required insurance documents) within ten (10) working days of submission of the contract to **Respondent** by the **University**. The period of execution may be changed by the **University**. Contracts are of no effect until approved by the appropriate **University** officials. Any work performed prior to receipt of a fully executed contract shall be at Service Provider's own risk.

Failure to execute the contract, comply with other requirements, and/or provide all required attachments (including all required insurance documents) within the time frame identified above shall be sufficient cause for voiding the award. If the selected **Respondent** refuses or fails to execute the contract, the **University** may award the contract to the next qualified highest ranked **Respondent**.

### 1.9 Proposal Disposition
Each Proposal becomes the property of the **University**. Information submitted in the Proposal becomes public property and may be subject to disclosure laws. The **University** reserves the right to make use of any information or ideas contained in submittals. All materials, ideas, and formats submitted in response to this RFP will become the property of the **University** on receipt and may be returned only at the **University's** option and at the **Respondent's** expense. One copy shall be retained in the **University's** official files. Specific information contained in the Proposal such as financials, trade secrets, or proprietary information, which also qualifies for confidential treatment under the California Public Records Act (California Government Code Sections 6250 et. seq.), for which each subject page is clearly labeled and marked as "confidential," will be treated as confidential.

### 1.10 Non-Endorsement
If a submittal is accepted, the awardee shall not issue any news releases or other statements pertaining to the award of an agreement that states or implies **University** endorsement of the **Respondent's** services.

### 1.11 Indemnification
The **University** directs your attention to the mandatory requirements for defense and indemnification contained in the Service Agreement. No exceptions to such language are allowed. Any proposed changes to such language will cause the **Respondent** to be deemed non-responsive.
1.12 Insurance Requirements
The insurance requirements that appear in Appendix B, of this RFP, are mandatory. No exceptions to the insurance requirements are allowed.

Respondent who receives notification of an award of a Service Agreement must have current, valid, and compliant insurance coverage effective and in place, in accordance with the terms of the Service Agreement, with required certificates, endorsements, and other documentation in possession of the University within ten (10) working days of notice of intent to award from the University, or the University may cancel the award.

1.13 Drug-Free Workplace
The agreement with the Service Provider will contain a requirement to maintain a drug-free workplace in compliance with Government Code Section 8355.

1.14 Statement of Compliance
Service Provider will be required to certify under penalty of perjury under the laws of the State of California that the Service Provider has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

1.15 Independent Contractor
Service Provider shall act at all times hereunder as an independent contractor. Neither party shall have or exercise any control or direction whatsoever over the manner or methods by which the other party provides services and undertakes its obligations under this Agreement. No agency, employment, partnership or joint venture is intended to be created by this Agreement.
SECTION 1A

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. Americans with Disabilities Act (ADA): Contractor assures the CSU that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

2. Unfair Practices Act: Contractor warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).
3. 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.

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

5. 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).

6. 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.
7. 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.

8. 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.

9. 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.

10. 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 ventured, 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.

11. **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.)

12. **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](http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf) (PCC § 2204.) The Act includes certain exceptions. (PCC § 2203(c).)

13. **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.

14. **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.

15. **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.
## SECTION 2

### Proposed Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Request for Proposals</td>
<td>Tuesday, December 9, 2014</td>
</tr>
<tr>
<td>Last Day to Ask Questions or Request Clarification on RFP Content</td>
<td>Friday, December 19, 2014 – Before 5:00 p.m.</td>
</tr>
<tr>
<td>Last Day for Campus to issue Addendum</td>
<td>Monday, December 22, 2014</td>
</tr>
<tr>
<td>Submittals Due</td>
<td>Wednesday, January 7, 2015 – Before 3:00 p.m.</td>
</tr>
<tr>
<td>Anticipated Notice of Intent to Award</td>
<td>Friday, January 16, 2015</td>
</tr>
</tbody>
</table>
SECTION 3

Qualifications (25 points)

3.1 Introduction
To be considered responsive to the RFP requirements, all Respondents shall furnish verifiable evidence that their company and personnel, at a minimum, meet the requirements in this RFP.

Proposals submitted for consideration must include the information below about the Contractor organization. If the Contractor proposes integration of various solutions from different providers, the information must be provided for each Contractor and Subcontractor providing components of the integrated solution.

3.2 Experience
Proposers are required to provide responses to the following information:

a. Provide a copy of your company’s mission statement.

b. How long has the company continuously been doing business? Note: Contractor must have been continuously in business, providing tree management software for at least five (5) years to a higher educational institution.

c. How many years has your company been developing tree inventory and management software?

d. Does your company have a parent company? If so, provide a brief description of that organization. Also disclose if there are shared resources, such as technical support staff with the parent and what the protocols are for allocating resources to the ticketing software company work efforts.

e. What is your growth strategy for the next five years? Also, provide a statement of your company’s outlook and current progress towards achieving that strategy. Please describe your standing in relevant market segments and whom you consider your peer competitors. Please describe quantitatively the number of Higher Education Institutions (HEIs) that currently are licensing your product for use, along with license models and scales. If you provide a hosted option for your solution, please add this dimension to your reporting.

f. What distinguishes your company from your competitors?

g. Provide a statement of past, present or pending legal action and threatened legal action involving the company’s business operations or services.

h. Provide financial statements for the last 5 years with valuation in US$. Also, if the company has a parent, provide the parent’s financial statement for the last 5 years with valuation in US$ as well.

3.3 Description of Products

a. Provide a description of the full range of products offered by your company. Include in the description whether the products are all part of an integrated software core or if they are certified, add-on modules requiring integration efforts. Please identify any add-on modules and the method by which they can be integrated into the core. Please provide an architectural overview of the core and any additional modules.
b. How many years has your company been selling this product? What release number is the most current stable release? When is your next planned release? What is the history of the last three years of releases, both major and minor, including release change logs and timelines? Has your company begun to develop subsequent program management software products? If so, do you have a roadmap for getting current and soon to be clients onto your newly developed/future released software? Please provide the framework of such plans. Please describe the process for requesting, designing, testing and implementing out-of-band patches to the software, and note any changes for company hosted versus campus hosted on premise options.

3.4 Customer Satisfaction

a. Provide three (3) references of past or present Tree Inventory Service accounts directly serviced by the Respondent for higher education facilities. References shall be of similar scope as referenced in this RFP and include a contact name, email, and phone number for each reference. Provide a brief description of the extent of system/services provided for the reference.

b. How many customers have cancelled a contract before, during, or after installation and what are the reasons for cancellation?

3.5 Security

a. PCI Compliance: Provide evidence of any current PCI compliance certification of your company’s software/service if required. Note: PCI compliance (DSS v3) is required and will need to be verified by both the State and Corporation accrediting offices at Cal Poly State University, San Luis Obispo, CA.

b. Data Center Security Compliance: If you provide a hosted option, please provide evidence of all current hosted data center security standard certifications held by your company’s service. This should include as relevant US-EU Safe Harbor Program, SAS 70, SSAE 16, SOC, HIPAA compliance, Note: Hosted Data Center Security Compliance is required and will need to be verified by Cal Poly State University, San Luis Obispo, CA and shall include but not necessarily be limited to a signed confidentiality agreement, AOC, network and server diagrams, Cardholder data flow diagrams (CHD), completed security questionnaires, etc., as deemed appropriate by Cal Poly State University. Data retention schedules and processes need to be presented for data held in a hosted solution, as well as audit assurance provided for data disposal methods when elected by Cal Poly State University.

3.6 Authentication/Authorization/Account and Data Provisioning

a. Whether hosted by the company or by campus, the system will be required to work with one of the supported Cal Poly State University federated authentication/authorization systems. Please describe which federated authN/Z protocols and technologies are supported by your system. Include specification versions and references of other HEIs that have successfully integrated with your system using said protocol(s).

b. Please describe the user-provisioning model utilized by your system. Include details about account and profile refresh options as well as how your system handles appendes and de-provisioning of user accounts. Please describe the interface(s) and format(s) available in support of these functions.

c. Please describe the role-based security model supported by your system. Please include required roles and any additional role definitions supported in your model. Please include information on which roles are able to be held multiply by users and what precedence model is
in place for hierarchical rights. Please describe the interface(s) and format(s) available in support of these functions.

d. Please describe available methods for interfacing Cal Poly State University systems with the data held in your system’s schema. Please include methods for provisioning and extracting schema data elements. Please provide a schema diagram and data-dictionary for your system. Please describe any restrictions your company places on these functions. Cal Poly State University will require retaining data ownership over all data held in the system. No use of the data shall be made without consent of the University.

e. Please describe the database technologies supported by your system, including specific versions. Please give three year’s history as to which versions of which database technologies have been implemented. Please give a roadmap of which database technologies are planned over the next two years.

3.7 System Architecture and Availability/Monitoring/Integration

a. Please provide an architectural description of the full environment required for your system to be implemented, whether hosted by the company or the campus. Please reference aspects including OS types supported, modular levels required in the technical stack, and end points supported. This should include browsers presently fully supported and mobile devices presently fully supported. Is the view layer using any device specific representations, e.g., mobile specific sites or a responsive web theme? Please describe any significant changes to this information planned in the next two years, along with any roadmap, if available.

b. Please describe integration points available in your system, including technologies and protocols supported. If any RPC/APIs exist, please provide a dictionary of calls available. Please describe the authentication methods used for RPC/API bind and execution.

c. Please describe any monitoring features available from the system or from a hosted solution if appropriate. Please include any details about administration features available in the system to allow for routine and ad-hoc maintenance of the system. Please describe escalation of support requests for system defect resolution.

d. Please describe log information available normally from your system, including user client interaction and system functioning. Please describe the availability and access for campus personnel to these logs.

e. Please describe what options are available for system scaling, load balancing, clustering and high availability whether company hosted or campus hosted.
SECTION 4

Scope of Services (50 points)

4.1 General Overview

A Geographical Information System (GIS) tree inventory and review will provide valuable information to better track and forecast costs related to the management of the Cal Poly urban forest. The initial product should inventory 5000 trees with room for growth.

A.2 Specific Requirements

A. Mandatory Requirements:

1. All vendor staff collecting and reviewing data must be International Society of Arborist (ISA) Certified Arborists
2. Clearly identify tree locations by
   a. GPS coordinates
   b. Tree name: Common name, genus and species, plus variety if applicable
   c. Tree size by diameter at breast height (DBH), height and canopy diameter
3. ISA base review of the tree health and condition
   a. Rate condition
   b. Prioritize maintenance required
   c. General observations of maintenance issues
   d. Hardscape damage identification
   e. High target exposure for pedestrian or vehicular damage
   f. Clearance issues
4. A minimum of 5% quality assurance checked by an ISA Certified Master Arborist. Areas of quality checks to be provided by Cal Poly staff
5. Provide a proven software product
   a. On-site training to be provided to Cal Poly staff
   b. Capable of manipulating and retrieving information for reporting
      i. By locality
      ii. By tree species
      iii. By relationship to personal or property damage
      iv. By maintenance requirements (dates and needs)
   c. Intuitively organized for ease of operation and reports
   d. Integrates well with the current Cal Poly information technologies system. All data is the property of Cal Poly and will be provided to Cal Poly at the end of the contract. Data to be provided in a non-proprietary format such as .xml or .csv. Data may be requested periodically throughout the relationship. Software to provide both pre-configured and ad-hoc reporting capability. Output available as raw data in non-proprietary format such as .xml, .csv, etc. and other formats such as .pdf and .html.
   e. Meet Cal Poly information technology security standards
   f. Copy of coordinates provided in an AutoCAD format
   g. Accessible from multiple workstations
   h. Ongoing technical support for the product including troubleshooting, data analysis, and standard software usage.
   g. Authenticated contractor access to enter work performed to individual trees
B. Preferred Requirements
1. SAAS or Cloud capabilities (as opposed to self-hosted.)
2. Mobile platform integration for iOS and Android OS with availability to access information in the field including the ability to:
   a. Add photos
   b. Editing tree information data
   c. Initiating work orders
3. No cost to outside/non-Cal Poly contractors for information inputs on work performed
4. A “view only” dashboard or interface to allow the Cal Poly community access with definable parameters of what information is available for viewing
SECTION 5

Fee Proposal (25 points)

The fee proposal must be itemized, and pricing shall be firm for the duration of the contract, three (3) years, with the option of two (2), one-year extensions if mutually agreed upon in writing by both parties prior to the option going into effect. Any price changes will not be accepted during the course of the contract unless agreed upon in writing by both parties.

Pricing must include, but is not limited to:

- Onetime costs.
- Recurring costs.
- Clear delineation between any company hosted solutions versus campus hosted solutions.
- Software maintenance and technical support costs itemized by year.
- What is the cost for additional customer support outside of the annual contract or purchase contract?
- Other
SECTION 6

Evaluation and Criteria

6.1 Introduction
It is the policy of the University that the selection of firms to provide services shall be on the basis of demonstrated competence and on the qualifications necessary for the satisfactory performance of the services required. Further, these services are to be obtained at a fair and reasonable cost.

The University will review each Proposal submitted through a process of evaluation to determine responsiveness to the University’s needs. The University reserves the right at any time to reject any or all Proposals. The University presently intends to award a contract to a firm who is responsive to all requirements of the RFP and who receive the highest overall points. All Proposals shall be reviewed to verify that the requirements have been met.

6.2 RFP Analysis
Each Proposal will be independently analyzed by members of an evaluation team comprised of representatives from Contracts and Procurement/Risk and Real Estate Management, International Center, and Information Services. The evaluation team will analyze how the firm’s qualifications, experience, professional content, budget, and proposed methodology meet the University’s needs. Points will be assigned by each committee member using the Point Scoring Schedule as a guideline.

6.3 Points Scoring Schedule
The University evaluation team will review the proposals using the following criteria as a guideline. Total points for this Evaluation are 100. Proposal will be ranked according to their respective total points for the possible award.

Point Scoring Schedule

TOTAL POSSIBLE POINTS: 100

1) Section 3: Qualifications—25 points maximum
2) Section 4: Scope of Service—50 points maximum
3) Section 5: Fee Proposal—25 points maximum
Section 7

Proposal, Instructions, and Format

7.1 Introduction
To be considered responsive to the RFP, the Respondent must submit a Proposal in the format identified in this Section. All requirements and questions in the RFP must be addressed, and all requested information must be supplied. The University reserves the right to request additional information, which in the University's opinion is necessary to ensure that the Respondent's competence, number of qualified employees and business organization are adequate to perform according to contract.

7.2 Submittal
The Proposal submitted may be modified after its submission by withdrawal and re-submission prior to the date and time specified for proposal submission. Modification offered in any other manner, oral or written, will not be considered. The University may change the submittal due date by addendum.

7.3 Questions, Interpretations or Clarifications
Questions, interpretations or clarifications of this RFP must be requested in writing. All questions, either technical or contractual, shall be directed to Contracts and Procurement/Risk and Real Estate Management. See Page 3 of this RFP for additional information.

7.4 Proposal Format
Each Proposal shall adhere to the following format for organization and content. A Proposal must be divided into the individual sections listed below, indexed, and tabbed.

A. Cover Letter: Provide a cover letter that references the RFP and confirms that all elements of the RFP have been reviewed and understood. The cover letter shall be signed by an individual who is authorized to bind the Respondent contractually. Include firm name, address, phone, fax, and email address of individual signing cover letter.

B. Table of Contents: A Table of Contents shall be included in the Proposal.

C. Qualifications/Experience: This section shall contain responses to all items specified in Section 3, clearly identifying compliance with all required experience, credentials, and other requirements.

D. Scope of Services shall show a detailed conceptual approach to the methodology which will be used to accomplish the Scope of Services described in Section 4, and clearly demonstrate their ability to render high quality work required by the University. Include the name of the responsible individual who will lead the contract with the University in coordination and execution of the services, and the location where management and coordination of services will be performed.

E. Fee Proposal: Respondent shall state the fees for all services for proposed work.

F. Organizational Chart: Include an organizational chart showing, at a minimum, the key personnel to be assigned to the University and their reporting relationship within the organization. Include consultants proposed to be used and describe their role.

G. Exceptions: Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. **If there are no exceptions, Respondent must expressly state that no exceptions are taken.**

H. Financial Condition: Provide a general statement of financial condition. The University reserves the right to require that the Respondent provide an annual operating statement,
income tax form, or other reasonably comprehensive evidence of financial condition. If you desire financial information to be treated as confidential, please see Section 1.9 of this RFP and label each page of such documents accordingly as "confidential."

7.5 Preparation
The Proposal should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Submittals should emphasize the Respondent's demonstrated capability to provide services of this type. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. However, technical material describing the proposed services and extent of support included in the proposal should be forwarded as part of the proposal. Emphasis should be concentrated on completeness and clarity of content.

7.6 Completion of the Proposal
The Proposal shall be complete in all respects as required by this RFP. A submittal 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 Proposal. Any Proposal which contains false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the Respondent, may be rejected. If, in the opinion of the University, such information was intended to erroneously and fallaciously mislead the University in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. Statements made by a Respondent shall be without ambiguity and with adequate elaboration for clear understanding.

7.7 Clearly Identify Proposal
Respondent is responsible for clearly identifying the outside of the delivery package with the RFP number, due date and time.