



6/20/2023

Dear Catering Company,

Cal Poly is inviting well-established, dependable off-campus catering vendors to provide a variety of catering services on campus. Most orders will likely require food be prepared and cooked off-site, but there may be an occasional on-site food preparation request. Please be aware that the catering vendor that provides this type of service will not have access to campus kitchens or food prep areas. With the appropriate insurance and ABC license, events including the service of alcohol will be allowed under the program.

An estimated \$1.5 million is spent annually on catering services for on-campus events. These included breakfast, lunch, break, dinner, and reception service. The level of service provided varied, from delivering and setting-up food for an on-campus event or meeting to full service dinners with food prepared on site. With the option of utilizing outside catering vendors, in addition to the services of our University Catering Department, we hope to provide our campus community with added flexibility and variety.

Strategic Business Services (SBS), on behalf of the University would like to invite you to apply to be an approved catering vendor. SBS will be accepting application packets through July 15, 2023 and will decide on approval status by July 31, 2023. Approvals will be valid from the date of approval through July 31, 2024. *Please make sure you return ALL documents as requested in Exhibit E "Submission Checklist"*. Incomplete packets will not be accepted.

In order to be considered, return the ENTIRE packet (including the receipt for the payment of the \$75.00 application fee) to the SBS office (located on the Cal Poly campus in Administration Building 1, Room 128) no later than July 15, 2023. If you have any questions, please contact the Strategic Business Services office at sbs-procurement@calpoly.edu or (805) 756-2232.

Regards,

Brian Gil
Administrative Support Coordinator
Strategic Business Services
California Polytechnic State University San Luis Obispo



CAL POLY

Strategic Business Services

ADMINISTRATION & FINANCE

Application to Register as an Approved Caterer

Term of Approval: August 1, 2023 – July 31, 2024

Exhibit E

Application Submission Checklist

Please use the list below to confirm you have attached all the required documentation.

- Application, completed and signed
- Receipt for payment of the Application Fee (provided by the Cal Poly Cashier)
- San Luis Obispo County Health Permit
- Food Protection Manager Certification or California Food Handler Card
- Insurance Verification
 - General Liability
 - Auto Liability
 - Worker's Compensation
 - Liquor Liability (optional)
- Vendor Data Record Form
 - Vendor Information Sheet
 - Statistical Data Sheet (optional)

Signature

Date

Name of Business



Application to Register as an Approved Caterer

Term of Approval: August 1, 2023 – July 31, 2024

Instructions: All fields are required unless otherwise indicated. Please deliver and sign the application to the address listed below with the required documents and receipt. If you have any questions, please contact Cal Poly Strategic Business Services at (805) 756-2232.

Step 1: Complete the following information regarding your business

Business Information

Name:

Address:

City, State, Zip:

Phone: Fax:

Catering Contact:

Catering Contact Email:

Web Address:

Owner Information

Name:

Address:

City, State, Zip:

Phone: Fax:

Owner Email:

STEP 2: Please check the conditions that apply to your business.

- | | | |
|---|---|---|
| <input type="radio"/> Delivery & Setup, no service | <input type="radio"/> Breakfast | <input type="radio"/> Zero Waste** Materials Used (REQUIRED) |
| <input type="radio"/> Delivery* & Setup, with service | <input type="radio"/> Lunch | <i>** Zero Waste Materials are those materials that can either be recycled or placed in compost. Caterers must provide these products to make events compliant with campus zero waste policies. If you do not comply, your establishment will be removed from the list and your application fee forfeited..</i> |
| <input type="radio"/> Food Prepared on site, with service | <input type="radio"/> Dinner | |
| <i><u>NOTE: Campus kitchen and food prep facilities are not available for use by off-campus caterers.</u></i> | <input type="radio"/> Break Service | |
| | <input type="radio"/> Reception | |
| | <input type="radio"/> Can Serve Alcohol (proof of appropriate liability insurance required) | |

**Able to transport food and heat and/or cool food on-site.*



STEP 3: Please provide the following items/documents.

To ensure timely processing of your application, please ensure that the following items/documents are included. Incomplete applications will be returned.

1. Application Fee – REQUIRED

A non-refundable application fee of \$75 for registration must be paid through the University Cashier's Office (Admin Bldg 1, 1st floor). The receipt provided by the cashier must be attached to the signed application. Please make check payable to *California Polytechnic State University*.

2. San Luis Obispo County Health Permit – REQUIRED

Expiration Date:

Note: Health Inspection records for the last three years will be reviewed during the vendor evaluation process.

3. Food Protection Manager Certification or California Food Handler Card – REQUIRED

Please attach a copy of your current Food Protection Manager Certification or California Food Handler Card acquired from an State of California accredited program.

Note: Pursuant to SB 602, ALL catering staff must be prepared to produce a valid Food Handler Card upon the request of Environmental Health & Safety when working an event at Cal Poly.

4. Insurance (per Exhibit B)

Name of Certificate Holder:

California Polytechnic State University
1 Grand Avenue
San Luis Obispo, California 93407
Attn: Strategic Business Services

A. General Liability – REQUIRED

General Aggregate: \$2,000,000

Each Occurrence: \$1,000,000

To include Products & Completed Operations and Personal & Advertising Injury

You must provide Certificates of Insurance and an ENDORSEMENT as **additional insured** naming:

"The State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, Cal Poly Corporation, Cal Poly Foundation, Associated Students, Inc. and each of their officers, officials, employees, authorized representatives, agents and volunteers"

(Note: An additional insured endorsement requires a separate document from the certificate of insurance and usually takes more time to obtain)



B. Commercial Automobile Liability – REQUIRED**

For owned, scheduled, non-owned, or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence (minimum limits).

***In lieu of Commercial Automobile Liability, a “rider” on Personal Auto Insurance verifying policy coverage in the amount of \$1,000,000 per occurrence (minimum) as well as a statement specifying commercial/business use of the vehicle being insured may be submitted.*

C. Worker’s Compensation: As required under California State Law – REQUIRED

Per Exhibit B, Sole Proprietors are excluded from the state requirements and are required to submit proof of health insurance coverage.

D: Liquor Liability Insurance – OPTIONAL

A minimum limit of \$1,000,000 per occurrence is required in order to serve alcohol on campus. For events that require an ABC license, a Type 58 Caterer's Permit will be obtained by the caterer from the California Alcoholic Beverage Control.

STEP 4: Please read the following guidelines and sign below.

Indemnification

Caterer shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the Caterer’s activities on University premises but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Caterer, its officers, agents or employees.

Maintaining Current Information

Please submit an updated Health Permit in January to Contracts & Procurement. If your Insurance Coverage expires before August 1, 2023, you are required to notify Strategic Business Services, and send updated proof of coverage. If these documents are not kept up to date, and Contract & Procurement Services is not notified of the renewed documents, the University reserves the right to cancel your status as an Approved Caterer and your fee will not be refunded.

I have read this application and the attached General Provisions (Exhibit A), Insurance Requirements (Exhibit B), and Terms & Conditions (Exhibit C). By signing below, I warrant that I understand and agree to comply with the contents of this application and the attached requirements. Further, I understand that my registration is valid only if my health permits and insurance coverage remain current. Any violations of requirements may cause removal from the University’s registered list of Approved Caterers.

Signature

Date

Zero Waste Catering Guidelines:

A “Zero Waste” event requires all materials to be Reused, Recycled, or Composted at the end of the event. Thank you for your commitment to Cal Poly's goal of Zero Waste.

PLANNING

- Caterer will drop off & pick up reusable dishware and cutlery before & after event
- Caterer will provide clean cloth napkins and tablecloths
- Food is purchased in bulk, or with minimal packaging
- Avoid individual water bottles by providing reusable water dispensers
- Confirm attendance to reduce food waste
- Food labels are reusable or printed on recycled paper
- Provide variable portion size (such as half sandwiches, half bagels, or mini muffins)
- Offer bite-sized finger food for appetizers
- Caterer's website contains information about Zero Waste Catering options



ACCEPTABLE SERVING MATERIALS

- All items are reusable including all plates, bowls, silverware, glasses, and mugs
- Coffee and tea is available in reusable dispensers
- Provide sugar, honey and creamer in dispensers, not individual packets
- All table cloths and napkins are washable
- Serving food buffet style is recommended, rather than individual boxed meals



****Please note that Styrofoam and single-use plastics #3, #4, #5, #6, #7 are NOT permitted at Cal Poly's Zero Waste Event Facilities****

WHEN REUSABLE MATERIALS ARE NOT AN OPTION

- PAPER** plates, or paper bowls and paper cups (wax lined)
- #1 or #2 RECYCLABLE** plastic cups are acceptable alternatives to paper
- BPI CERTIFIED COMPOSTABLE** Cutlery (World Centric)
- Wood/Bamboo** chopsticks & cutlery (Aspen Ware), tooth picks (no plastic tip)
- Aluminum** foil / Aluminum cans, or Glass
- Paper board / Cardboard / Wax paper / Butcher Paper
- Provide a sign next to the cutlery with the catering company name and sentences similar to: “All of our utensils and dining ware are COMPOSTABLE” and “We are proud to be a certified Cal Poly Zero Waste Caterer”



I have read and agree to the requirements stated above, and will proudly follow these guidelines as a caterer for Cal Poly's Zero Waste Event Facilities. My signature below indicates my commitment to Cal Poly's goal of Zero Waste.

Catering Company _____ Phone Number _____

Website _____ Email _____

Owner / Manager Name _____ / ____ / ____
(please print clearly) (signature) (date)



EXHIBIT C

CATERING TERMS AND CONDITIONS

Application to Register as an Approved Caterer

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1. Approved Off-Campus Caterers are expected to provide the highest quality professional services at all times. Approved Off-Campus Caterers may provide special pre-ordered catering services on campus. *They may not sell or offer food or alcohol for sale on campus.* The right to provide catering services at Cal Poly is considered a privilege and may be revoked at any time.
2. The service of alcohol by Approved Off-Campus Caterers at catered events is allowed with the appropriate insurance and ABC license.
3. Cal Poly reserves the right to remove any caterer not in good standing with the University from the Approved Off-Campus Caterers List.
4. All campus catered events are to be “ZERO WASTE”. A “Zero Waste” event requires all materials to be Reused, Recycled, or Composted at the end of the event. Caterers must provide these products to make events compliant with campus Zero Waste policies; not doing so may revoke your ability to provide catering services at Cal Poly.
5. Caterers are expected to remove all left over food, trash, and equipment from the campus. No food is to be left in the rooms after the event.
6. No food, trash, and equipment may be left over night in any Cal Poly facility.
7. Caterers must follow all Cal Poly guidelines regarding parking including, loading zones, time limits, and purchasing appropriate parking permits for delivery vehicles and staff vehicles. <https://afd.calpoly.edu/parking/regulations>
8. An event shall be considered confirmed upon a Cal Poly signature (wet or electronic) confirming a quote which shall include: event date(s), agreed upon estimated total, food and/or beverage, services, payment schedule and cancellation, if applicable (“Confirmed Event”). Confirmed Events do not require a deposit. For the benefit of the doubt, email correspondence shall not be considered a Confirmed Event.

Initial

Initial



- Initial

9. A deposit may only be required to secure the date of an event during peak seasons. No more than 25% of the estimated total may be collected as a deposit. The deposit shall be paid upon receipt of an invoice via check or campus ProCard (Visa), based on the preference of the client. This becomes non-refundable two weeks prior to the event, unless otherwise agreed upon.
- Initial

10. Caterer may not invoice more than eighty-five percent (85%) of agreed upon estimated total prior to the event. Final invoice of no less than fifteen percent (15%) of agreed upon estimated total, or balance of bill, whichever is higher shall be submitted after the event is completed. Final payment will be made upon receipt of an invoice via check or campus ProCard (Visa), based on the preference of the client.
- Initial

11. All invoices shall be submitted directly to the Cal Poly campus client for approval and processing; not doing so may cause delays in payment.
- Initial

12. All check payments shall be made on a “Due Now” payment plan and shall be mailed within a week of Payment Services receiving the approved invoice from the campus client.
13. It is the responsibility of all Approved Off-Campus Caterers to keep all paperwork submitted to Cal Poly Strategic Business Services current at all times, including the County Health Permit. Caterers will be removed from the Approved Off-Campus Caterers list once certificates and inspection reports expire, unless new documents are submitted prior to the expiration date. Cal Poly will not send out reminders of expiration.
14. Cal Poly reserves the right to spot check all products being served for appropriate temperature levels, proper storage during transportation, and handling and will refuse any and all products which are handled in a way that do not meet Local, State, and Federal Laws at the caterer's expense.
15. Approved Off-Campus Caterers may not utilize campus kitchen or food preparation facilities.
16. All perishable food must be delivered, held and served in appropriate NSF approved equipment that maintains the food at or below 41°F or at or above 135°F, until the end of the event. Ice beds and baths are acceptable for cold maintenance if the temperature of the food can be maintained at or below 41°F. Reference Health & Safety Code 113996.
17. Caterers are not allowed to drop off hot or cold food at events without the proper equipment to maintain the temperature.
18. All catering personnel must follow all CURFFL, NRA, and Federal guidelines regarding food safety and sanitation.
19. Cal Poly Environmental Health & Safety is responsible for all Health Inspections for events at Cal Poly. Cal Poly Environmental Health & Safety reserves the right to contact the County



Health Department for the Caterer's Commissary at any time regarding the caterer's performance or past inspections.

20. All catering staff must be in possession of a current California Food Handler Card and be prepared to produce it upon the request of Cal Poly Environmental Health & Safety.
21. All catering staff is expected to be dressed in a neat and professional manner.
22. Caterers are expected to arrive and set up on time. It is the responsibility of the caterer to confer with the client to determine when the space will be available for set up, the actual event start time, the event end time, and when the room must be vacated.
23. No smoking is allowed in or within 50 feet of any campus facility.
24. All Caterers must report any claims of food borne illness immediately to Cal Poly Environmental Health and Safety at (805) 756-6662. Failure to report claims to Cal Poly will result in the permanent removal of the caterer from the Approved Caterers List.

IN WITNESS WHEREOF, authorized representatives of the Caterer hereto has signed this Exhibit as set forth below as of the Term of Approval Date.

Caterer

Company Name _____

Signature _____

Print Name _____

Date _____

CSU General Provisions for Service Acquisitions

1. Commencement of Work

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

2. Invoices

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

3. Appropriation of Funds

- (a) If the term of the Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to the 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.

4. Cancellation

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

5. Independent Status

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

6. Conflict of Interest

- (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision,

acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.

- (b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019].

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

7. Governing Law

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

8. Assignments

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

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

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

11. General Indemnity

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

12. Use of Data

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

13. Termination for Default

The 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.

14. Personnel

The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees; however, the Contractor reserves the sole

right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRRA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regulations, Section 8107).

16. Drug-Free Workplace Certification

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

17. Severability

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

18. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated

representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Contract. Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

19. Privacy of Personal Information

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

20. Waiver of Rights

Any action or inaction by the CSU or the failure of the CSU on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by the CSU of its rights hereunder and shall not prevent the CSU from enforcing such provision or right on any future occasion. The rights and remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

21. Endorsement

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

22. 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. In addition:

- (a) The Contractor, at its own expense, shall defend any action brought against the CSU to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:
 - (i) That the Contractor shall be notified within a reasonable time in writing by the CSU of any notice of such claim; and,
 - (ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the CSU has the option to participate in such action at its own expense.

(b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States or foreign patent or copyright or a trade secret, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the product, or to replace or modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirements specified in the Contract. If none of these options can reasonably be taken, or if the use of such product by the CSU shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the CSU in procuring a substitute product. If, in the sole opinion of the CSU, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the CSU shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

23. Compliance with NLRB Orders

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

24. Examination and Audit

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

25. DVBE and Small Business Participation

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

26. Citizenship and Public Benefits

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

27. Americans With Disabilities Act (ADA)

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

28. Child Support Compliance Act

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

(a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

- (b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

29. Document Referencing

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

30. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor.

Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

31. Covenant Against Gratuities

The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the 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.

32. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.
- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the

Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

33. Contractor's Power and Authority

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

34. Recycled Content Certification

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

35. Entire Contract

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

36. Safety and Accident Prevention

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

37. Follow-On Contracts

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

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

38. Expatriate Corporations

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

39. Insurance Requirements

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

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

40. Rights in Work Product

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative

communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.

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

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

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

41. Confidentiality of Data

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

EXHIBIT B:

CSU INSURANCE REQUIREMENTS

The Contractor will maintain all necessary Insurance as required herein. The Contractor shall provide a Certificate of Insurance upon award of a Service Agreement with appropriate endorsements indicating that the required coverage is in effect on an annual basis, or for the duration of the Service Agreement. Contractor agrees to provide, or cause their insurance carrier to provide, at least 30 days written notice prior to cancellation or modification (10 days advance written notice for nonpayment) of such liability insurance. In the event the insurance coverage expires at any time or times during the term of the Service Agreement, Contractor agrees to provide at least 15 days prior to said expiration date, a new certificate of insurance evidencing coverage as provided herein for not less than the remainder of the term of the Service Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the CSU, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this Service Agreement upon the occurrence of such event. Contractor agrees to waive their right of subrogation against the CSU for any claims.

Insurance to be placed with the California Admitted insurer with current A.M. Best's rating of no less than A: VII unless otherwise approved by the CSU.

If any Insurance required herein is written on a claims-made form, following the termination of this Agreement, coverage shall survive for a period of not Less than three years. Coverage shall provide for a retroactive date of placement coinciding with the Agreement commencement date.

Commercial General Liability Coverage (as broad as ISO occurrence for CG0001) primary insurance coverage against claims for injuries to persons or damages to property and/or damages to property and/or contractual liability which may arise from or in connection with the performance of the work or operations hereunder by or on behalf of the Contractor, its agents, representatives or employees in an amount not less than \$1,000,000.00 (One million dollars) per occurrence; \$2,000,000.00 (Two million dollars) aggregate.

Endorsements shall designate: *The State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the "CSU"*, as **additional insured(s)**.

Endorsements shall state this insurance shall be primary as respects the CSU, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the University scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

Business Auto Liability Coverage (as broad as ISO form number CA 0001, code 1 any auto) primary insurance against claims for injuries to persons or damages to property and/or contractual liability which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees covering owned, hired, leased and non-owned automobiles used by or on behalf of the Contractor, including coverage for uninsured and underinsured motorists, in an amount not less than \$1,000,000.00 (One million dollars) per occurrence.

Endorsement shall designate: *The State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the "CSU"*, as **additional insured(s)**.

Endorsement shall state that this insurance shall be primary as respects the CSU, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's schedule underlying primary coverage. In either event, any other insurance maintained by the CSU scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

Contractors who are sole proprietors and are using automobiles for personal transportation only may submit proof of automobile insurance as required by California law.

Worker's Compensation and Employer's Liability Coverage primary insurance coverage against claims with respect to obligations imposed on the Contractor and sub-contractors by State worker's compensation statutes and damages that the contractor becomes legally obligated to pay because of bodily injury by accident or disease to an employee. Minimum limits: amount proscribed by California law for Worker's Compensation, \$1,000,000 for Employer's Liability.

Endorsement shall state that the insurer waives their right of subrogation against the CSU.

Sole Proprietors Exclusion

Contractors who are sole proprietors or are otherwise excluded from state requirements for workers compensation coverage may:

1. Submit proof of health insurance as broad as statutorily required by the State of California for employees and either submit proof of disability insurance as broad as statutorily required by the State of California for employees;

OR

2. Execute a Release Agreement with the University regarding the contract activities to be performed.

Liquor Liability Coverage primary insurance coverage against claims for injuries to persons or damages to property and/or damages to property which may arise from or in connection with the alcohol service provided by or on behalf of the Contractor, its agents, representatives or employees. A minimum limit of \$1,000,000 per occurrence is required in order to serve alcohol on campus, and must be accompanied by a Type 58 Caterer's Permit will be from the California Alcoholic Beverage Control.

CERTIFICATE OF INSURANCE
CALIFORNIA POLYTECHNIC STATE UNIVERSITY SAN LUIS OBISPO

ISSUE DATE: _____

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

BEST'S COMPANIES COMPANY	RATING/SIZE
LETTER A COMPANY	_____
LETTER B COMPANY	_____
LETTER C COMPANY	_____
LETTER D COMPANY	_____

INSURED

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	ALL LIMITS IN THOUSANDS	
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OTHER GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION				GENERAL AGGREGATE	\$ _____
				PRODUCTS-COMPLETION AGGREGATE	\$ _____
				PERSONAL & AD INJURY	\$ _____
				EACH OCCURRENCE	\$ _____
				FIRE DAMAGE (any one fire)	\$ _____
				MEDICAL EXPENSE (one person)	\$ _____
				DEDUCTIBLE IS IR	\$ _____
AUTOMOBILE LIABILITY <input type="checkbox"/> OWNED <input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$ _____
				BODILY INJURY (per person)	\$ _____
				BODILY INJURY (per accident)	\$ _____
				PROPERTY DAMAGE	\$ _____
				DEDUCTIBLE IS IR	\$ _____
<input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL				WC STATUTORY	\$ _____
				EL EACH ACCIDENT	\$ _____
				EL DISEASE-POLICY LIMIT	\$ _____
PROFESSIONAL LIABILITY <input type="checkbox"/> PROFESSIONAL <input type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> EXTENDED REPORTING <input type="checkbox"/> BASIC <input type="checkbox"/> SUPPLEMENTAL				CLAIM/OCCURRENCE	\$ _____
				AGGREGATE	\$ _____
				DEDUCTIBLE IS IR	\$ _____
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> EXCESS <input type="checkbox"/> CGL <input type="checkbox"/> AL <input type="checkbox"/> EL <input type="checkbox"/> PL				EACH OCCURRENCE	\$ _____
				AGGREGATE	\$ _____
PROPERTY INSURANCE <input type="checkbox"/> CP <input type="checkbox"/> BPP <input type="checkbox"/> IMPDET/IERMENTS <input type="checkbox"/> INLAND MARINE <input type="checkbox"/> BUILDER'S RISK <input type="checkbox"/> INSTALLATION FLOATER <input type="checkbox"/> ALL RISK				AMOUNT OF INSURANCE	\$ _____
				BUILDING	\$ _____
				PERS PROPERTY	\$ _____
				OTHERS PROPERTY	\$ _____
				DEDUCTIBLE IS IR	\$ _____

DESCRIPTION OF OPERATIONS/CONTRACT OR PURCHASE ORDER #/LOCATION/VEHICLES/RESTRICTION/SPECIAL ITEMS/INTERESTS

THE FOLLOWING PROVISIONS APPLY:

- The State of California, the Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents, and volunteers, the "University" is designated as ADDITIONAL INSURED. (Automobile, Excess, and General Liability Insurance described above, if any)
- The University is designated as the LOSS PAYEE on the Property Insurance described above, if any.
- The insurance described above is primary as respects the University or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the University scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
- The Insurers named above waive any right of recovery the Insurers may have against the University when the insured has agreed to such waiver in writing prior to loss. (Automobile, Employer's, Environmental, Excess, General, Worker's Compensation Liability and Property Insurance described above, if any.)
- Thirty (30) days advance written notice of cancellation and/or ten (10) days advance written notice of cancellation for non-payments of the policies described above will be provided to the University.

CERTIFICATE HOLDER

California Polytechnic State University
 San Luis Obispo, California 93407

Attn: Contract & Procurement Services

AUTHORIZED REPRESENTATIVE

SIGNATURE _____

TITLE _____

PHONE NO. _____

Reproduction of Insurance Services Office, Inc. Form

INSURER:

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR CALIFORNIA POLYTECHNIC STATE UNIVERSITY	SUBMIT IN DUPLICATE Endorsement# _____ Issue Date _____
PRODUCER Telephone _____	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In addition to Limits
	<input type="checkbox"/> Deductible Self-Insured Retention (check which) of \$ _____
NAMED INSURED	APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the University unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the University are covered: AGREEMENTS/PERMITS
TYPE OF INSURANCE <input type="radio"/> COMMERCIAL AUTO POLICY <input type="radio"/> BUSINESS AUTO POLICY <input type="radio"/> OTHER	OTHER PROVISIONS
LIMITS OF LIABILITY	CLAIMS: Underwriter's representative for claims pursuant to this insurance.
\$ _____ per accident, for bodily injury and property damage	Name: _____ Address: _____ Telephone: () _____
<p>In consideration of the premium charge and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <p>1. INSURED: State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, "the University" is designated as insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, scheduled, hired or non owned by the Named Insured, or for which the Named Insured is responsible</p> <p>2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the University, the insurance afforded by this policy shall: (a) be primary insurance as respects the University; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the University shall be excess of the Named Insured's insurance and not contribute with it.</p> <p>3. CANCELLATION NOTICE. With respect to the interests of the University, this insurance shall not be canceled, changed, or modified except after thirty (30) days advance written notice has been given to the University (10 days advance written notice for non-payment)</p> <p>4. SCOPE OF COVERAGE. This policy affords coverage at least as broad as: (a) If primary, Insurance Services Office Form Number CA 00 01 (Ed. 1/87), (owned, non owned, hired autos); or (b) if excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding Section (a).</p> <p>5. RIGHT OF RECOVERY. Insurer named above waives any right of recovery the Insurer may have against the University when the Insured has agreed to such waiver in writing prior to loss.</p> <p>Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached</p>	
ENDORSEMENT HOLDER California Polytechnic State University San Luis Obispo, CA 93407 ATTN: Contract and Procurement Services	AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ (other) I, _____ (print/type e name), warrant that I have authority to bind the above-mentioned insurance company, and by my signature hereon do so bind this company to this endorsement. Signature _____ (Original signature required) Telephone: () _____ Date Signed _____

POLICY NUMBER:
ENDORSEMENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization: State of California, Trustees of the California State University, California Polytechnic University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the "University."

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. This insurance shall be primary as respects the University or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the University shall be in excess of this insurance and shall not be called upon to contribute with it.
2. The insurance afforded by this policy shall not be canceled, changed, or modified except after thirty (30) days' advance written notice has been given to the University. (10 days advance written notice for non-payment).
3. The Insurer named above waives any right of recovery the Insurer may have against the University when the Insured has agreed to such waiver in writing prior to loss.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the University in any case where an agreement to indemnify the University would be invalid under Subdivision (b) of section 2782 of the Civil Code (construction contracts with public agencies).

Signature-Authorized Representative

Address

**WORKERS' COMPENSATION AND EMPLOYER'S
LIABILITY SPECIAL ENDORSEMENT
FOR CALIFORNIA POLYTECHNIC STATE UNIVERSITY**

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE

PRODUCER

Telephone _____

NAMED INSURED

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone () _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

OTHER PROVISIONS

EMPLOYERS LIABILITY LIMITS

\$ _____

\$ _____

\$ _____

(Each Accident) (Disease -
Policy Limit) (Disease-
Each Employee)

In consideration of the premium charge and notwithstanding any inconsistent statement in this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELVATION NOTICE. This insurance shall not be canceled except after thirty (30) days advance written notice has been given to the University. (10 days advance written notice for non-payment)
2. RIGHT OF RECOVERY. Insurer named above waives any right of recovery the Insurer may have against the University when the Insured has agreed to such waiver in writing prior to loss.

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

**California Polytechnic State University
San Luis Obispo, CA 93407**

ATTN: Contract and Procurement Services

**AUTHORIZED
REPRESENTATIVE**

Broker/Agent Underwriter (other)

I, _____ (print name), warrant that I have authority to bind the above-mentioned insurance company, and by my signature hereon do so bind this company to this endorsement.

Signature _____
(Original signature required)

Telephone: () _____

Date Signed: _____



MEMORANDUM

May 24, 2019

TO: All Cal Poly State University Vendors and Contractors
FROM: Accounting and Fiscal Services, Strategic Business Services
SUBJECT: Vendor Data Record Form and Vendor Information Sheet

Vendor Data Record Form

State agencies are required to maintain Internal Revenue Service (IRS) withholding and reportable status for all vendors and independent contractors with whom we do business. In order to do this, Cal Poly is using the enclosed Vendor Data Record form, STD 204. An explanation and information are on the reverse side of the form. If we do not have a completed form on file, we will be required by law to withhold taxes equal to 38% of the amount due to you when we make our payments (31% Federal, 7% State).

Also, per Public Contract Code Section 10295.1, if you provide goods, you are required to supply a California Seller's Permit Number: "A state department or agency may not contract for purchase of tangible personal property from a vendor, unless that vendor is a holder of a California Seller's Permit".

To avoid this, please complete the form and return it to:

Cal Poly State University
Accounts Payable Office, Building 1 Room #129
San Luis Obispo, CA 93407

Vendor Information Sheet

Strategic Business Services Office is required to document small business and Disabled Veteran Business Enterprise (DVBE). This sheet provides us with the information, which helps us solicit and award to more DVBE's and small businesses. Please complete and return the attached Vendor Information Sheet with the Vendor Data Record Form.

If you have any questions about the Vendor Data Record form, please call Accounts Payable at (805) 756-2291. If you have questions regarding the Vendor Information Sheet, please call the Strategic Business Services Office at (805) 756-2232.

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

**Trustees of the California State University
VENDOR INFORMATION SHEET**

Name of Firm: _____

Address: _____

Email Address: _____

Telephone Number: _____ Fax Number: _____

Signature (Authorized Company Official): _____

Title (Name and Title of Authorized Official): _____

Federal ID Number: _____

Seller's Permit Number: _____

Please check all Types of Business that apply:

- | | |
|---|--|
| <input type="checkbox"/> California Certified Small Business | OSBCR/DGS #: _____ |
| <input type="checkbox"/> California Certified Micro Business | OSBCR/DGS #: _____ |
| <input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE) | OSBCR/DGS #: _____ |
| <input type="checkbox"/> Large | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Government Agency | <input type="checkbox"/> California Business |
| <input type="checkbox"/> Local Business | <input type="checkbox"/> Enterprise Zone Act (EZA) |
| <input type="checkbox"/> Target Area Contract Pref. Act (TACPA) | |
| <input type="checkbox"/> Local Agency Military Base Recovery Act (LAMBRA) | |
| <input type="checkbox"/> None of the above | |

***Small Business and DVBE Participation**

The State of California supports statewide participation goals of 3% for disabled business enterprises and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the California Office of Small and Minority Businesses (OSMB) are eligible to receive preference. Please attach a copy of your certificate and OSBCR No. The University encourages all contractors to use the service of DVBE and OSMB-certified small business enterprises whenever possible, and to report their use to the University. For further information, please contact the OSMB at (916) 322-5060.

California Polytechnic State University Customer # _____

VOLUNTARY STATISTICAL DATA SHEET
Information to be used for reporting purposes only

Public Contract Code 10111 requires state agencies to capture information on ethnicity, race, gender, and sexual orientation (ERGSO) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**.

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is an sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who “owns” the business.

For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

Ethnicity/Minority Classification As defined in Public Contract Code Section 2051 (c)

- Asian-Indian** – a person whose origins are from India, Pakistan, or Bangladesh.
- Black** – a person having origins in any of the Black racial groups of Africa.
- Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** – an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific Asian** – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas
- Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

Race Classification As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at <http://www.whitehouse.gov/omb/fedref/1997standards.html>

- | | |
|---|--|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other | <input type="checkbox"/> White |

Gender Classification

- | | | |
|---------------------------------|-------------------------------|--------------------------------------|
| <input type="checkbox"/> Female | <input type="checkbox"/> Male | <input type="checkbox"/> Transgender |
|---------------------------------|-------------------------------|--------------------------------------|

Sexual Orientation Classification As defined by Public Contract Code 10111(f)

- | | | |
|----------------------------------|-----------------------------------|------------------------------|
| <input type="checkbox"/> Lesbian | <input type="checkbox"/> Bisexual | <input type="checkbox"/> Gay |
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ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY

- | | | |
|--------------------------------|-----------------------------------|---------------------------------------|
| <input type="checkbox"/> Goods | <input type="checkbox"/> Services | <input type="checkbox"/> Construction |
|--------------------------------|-----------------------------------|---------------------------------------|

Total Contract Purchase: _____ Contract Award Date: _____