

**CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO**  
**REQUEST FOR PROPOSAL**  
**FOR**  
**~Online Catalog/Content Management System~**

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**PROPOSAL DATA**

*Proposal Number:* RFP # SBCMP0000035814, May 10, 2013  
*Description:* Online Catalog/Content Management System

*Contacts:* Amy Beran, Buyer, Purchasing Office  
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**PROPOSAL REQUIREMENTS**

**DEADLINE FOR QUESTIONS:** Thursday, May 30, 2013 at 2:00 p.m.

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**PROPOSAL DUE DATE (Original plus 6 copies – Instructions on page 5)**

*Date:* Thursday, June 13, 2013  
*Time:* 2:00 p.m.  
*Location:* Purchasing Office, Sierra Hall, Room 125  
5500 University Parkway, San Bernardino, CA 92407

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**PROPOSAL CONTENTS**

*Exhibit A:* General RFP Information  
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*Attachment C:* DVBE Participation Forms  
*Attachment D:* Voluntary Product Evaluation Template (VPAT)

*Sealed written responses must be received by the Purchasing Office no later than the date, time and location indicated above for RFP Due Date. CSUSB assumes no responsibility for delay in delivery of the proposal to the designated delivery location by the United States Postal Service, by University Mail Services, or by any other means. Submittal of responses by fax or other electronic means is not acceptable.*

**NOTE: This RFP does not constitute an order for the goods or services specified.**

# RFP SBCMP0000035814

## ~Online Catalog/Content Management System~

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## **SECTION I: INTRODUCTION**

### **BACKGROUND:**

The California State University is a 23 campus, statewide system of comprehensive public universities. The CSU awards bachelor and master's degrees in more than 200 subject areas, employs approximately 40,000 faculty and staff, and services some 400,000 students. The Board of Trustees sets policy; the Office of the Chancellor oversees systems wide management.

### **ABOUT ACADEMIC PROGRAMS – CURRICULUM AND SCHEDULING OFFICE:**

The Academic Programs Curriculum and Scheduling Office is responsible for the creation of the *Bulletin of Courses*. The *Bulletin of Courses* is a source of information for policies, rules and regulations during a student's academic career. The information contained in the *Bulletin of Courses* is also used for advising purposes by various offices on campus, not necessarily in the student's major department. Programs are used by the Office of Records, Registration and Evaluations for preparing degree audits and graduation checks. Course descriptions are used to determine the correct grading methods, total number of units that can be awarded for an individual course, such as an independent study, and the number of units that can be used towards completing a degree or as free electives towards graduation. It is important, too, that courses which are cross-listed with other departments, courses which have changed numbers as well as other instances are clearly documents within the *Bulletin of Courses* so that students do not repeat courses of similar content. Any change to degree requirements must be submitted on curriculum forms and complete the review process in order to be placed in the *Bulletin of Courses*.

### **PROJECT BACKGROUND:**

The *Bulletin of Courses* is currently produced in InDesign CS2 publishing software. The "online" version is presented in a 600+ page PDF document. Of the 23 CSU campuses, currently CSU San Bernardino is one of three that continues to create its catalog for hard-copy publication with a web site dedicated to a PDF. Editing and maintaining the document has been the responsibility of the Academic Programs Curriculum Analyst. CSUSB does not have a dedicated catalog editor position and the Curriculum Analyst position was eliminated in spring of 2012. All duties and responsibilities have been assumed by the Scheduling Analyst and existing staff.

There is critical need to streamline the catalog revision process and empower editors campus-wide. Existing catalog systems create interactive catalog for students, faculty, staff and the community in a real-time environment. These systems also provide a way to produce print-on-demand copies that eliminate months of staffing resources required in formatting a printer-ready copy that is often out of date by the time the publication is delivered back to the campus for distribution.

## **SECTION II: PROPOSAL SUBMITTAL/SCHEDULE OF EVENTS**

### **SCHEDULE OF EVENTS:**

California State University, San Bernardino intends to follow an aggressive schedule in performing the proposal evaluation and selection process. The following timetable outlines the key dates on the schedule.

RFP Release Date	Friday, May 10, 2013
Last Date for Questions	Thursday, May 30, 2013
<b>Proposal Due Date</b>	<b>Thursday, June 13, 2013</b>
Notice of Intent to Award Contract	Thursday, June 20, 2013

The Purchasing Office must receive all proposals ***no later than 2:00 p.m., on June 13, 2013***. All times of day referenced are Pacific Daylight Time.

Proposals must be sealed and delivered with **RFP SBCMP0000035814** on the outside of the package to:

California State University, San Bernardino  
Purchasing Office, SH-125  
Attention: Amy Beran  
5500 University Parkway  
San Bernardino, CA 92407-2397

Proposals are due not later than the above date and time. Proposals received after the closing date and/or time will not be opened. They will be marked "LATE" and returned to the respective bidders. Proposals submitted by mail or any means other than personal delivery must be submitted sufficiently in advance of the bid opening to ensure delivery to the above address prior to the specified opening date and time. Failure to meet the proposal opening date and time will result in rejection of the proposal.

Contractor is solely responsible for ensuring that its courier service provider makes proper deliveries to the required CSUSB physical location. California State University, San Bernardino is not responsible for any delays caused by the Contractor's chosen means of proposal delivery, by the United States Postal Service, by any other means, or after delivery to a central location on campus. Contractor is solely responsible for the timely delivery of its proposal.

**DO NOT** submit proposals by email or facsimile. They will not be opened or read and will be destroyed.

Neither the University, nor any agent thereof will be obligated in any way by any Contractor response to this RFP. The selection of a Contractor and the accompanying award of a

contract(s) are to be based on the award criteria established by the University and described in the *Award Criteria* section. The selection is at the sole discretion of the University.

**NOTE: Proprietary and Private Information**

Certain information and data that may be required to respond to the RFP may be proprietary or confidential under the California Public Records Act. All protected Public Records Act materials must be labeled as such. Each Contractor must specifically agree as part of their response to this RFP that they will maintain confidentiality of all California State University, San Bernardino information provided in support of the RFP and implementation of any resulting applications and systems.

Proposals become the property of California State University, San Bernardino upon submission and will be maintained in accordance with the California Public Records Act.

**PROPOSAL FORMAT:**

Contractors are required to send one (1) original and six (6) copies of the proposal. Each copy must be in a 3-ring binder with dividers between each Exhibit and its associated responses.

The proposal should contain a cover letter on your firm's letterhead signed by the responsible official in your organization, certifying the accuracy of all information in your firm's proposal. In addition, the Bid Signature Form (Attachment A) must be completed and submitted with the proposal.

Your response to the specifications (Scope of Services) should define the services and products you plan to provide in your methodology plan and implementation plan, and how and when they will be provided. At a minimum, address the following:

- For each section, write a detailed response answering each of the questions.
- Develop a project implementation plan, including:
  - Project Schedule
  - Major Tasks and Milestones
  - Key Personnel
  - List of Resources (staffing, equipment, etc.) the University will need to provide
  - Assumptions
- Develop a cost estimate based on the complete solution being recommended. Include:
  - Software costs for the initial purchase
  - Professional services (data conversion, training, implementation, customization, support) for the first year
  - On-going annual maintenance and support costs after the first year of operations
  - Any third party products that are being recommended as part of the proposed solution (such as Crystal Reports)
  - Any licensing fees that might be required for database engines or operating systems (such as Oracle, SQL Server or Microsoft Windows Server)
  - Detailed travel costs for on-site consultants

- Provide a list of additional solutions which may benefit the University at a later date
- Provide a complete demonstration of the proposed solution

**PROPOSAL EVALUATION:**

The firm's proposal should provide all the information that it considers pertinent to its qualifications. The successful Contractor will:

- Provide responses that are clear, concise and complete.
- Provide responses that answer all the questions.
- Provide references that best match and satisfy California State University, San Bernardino's requirements.
- Provide a cost-effective solution for California State University, San Bernardino.

An evaluation committee will review accepted proposals. The committee will consist of up to seven (7) people representing procurement and various staff functions.

**DVBE PARTICIPATION:**

Please see Exhibit E (pages 14-15) in regards to the DVBE Requirement and Incentive.

## **SPECIFICATIONS (SCOPE OF SERVICES)**

California State University, San Bernardino is seeking an online Bulletin of Courses.

### **PROJECT GOALS**

The identified following are goals that are expected:

1. Implement an integrated catalog system that is easy to learn, use, customize and maintain.
2. Implement an integrated catalog system with the ability to add options if viable at a later date.
3. Replace catalog activities that are handled either on paper or in disparate systems.

The information herein is intended to provide each Contractor with an understanding of the objectives, scope and timing for the project. It is not intended to limit, in any way, the Contractors proposals.

### **CORE FUNCTIONS SHALL INCLUDE:**

1. Campus website integration with minimal impact on campus IT staff
2. PeopleSoft compatibility and integration for single source data management and content migration
3. Streamlines editorial tasks including global update of shared data, controlled workflow for decentralized editorial components including edit history and audit trails ensuring accuracy of the entire catalog in a timely manner
4. Publish fully formatted printer-ready document on demand eliminating need to re-create content into publishing software (InDesign) including automatic page numbering, indexing, and table of contents
5. User (student) portfolios/personalized catalog
6. ADA compliance

### **OPTIONAL BUT PREFERRED FUNCTIONS INCLUDE:**

1. Integration with degree audit program
2. Integration with curricular processing documents
3. Integration with campus mobile app
4. Ability to share personalized catalog/portfolio with campus admissions/recruiters/advisors
5. Unlimited archiving with searchable content
6. Link to term schedule
7. Unlimited user licenses

**PROPOSAL REQUIREMENTS:**

**Turnkey Approach:** The desired contract is one in which the vendor delivers, installs, implements and passes and acceptance test, training, customization (if appropriate), documentation, and support. *If you propose a different approach, please describe the contractual protection offered to ensure successful implementation of all parts of the system.*

**Multiple Proposals:** Vendors may submit more than one proposal to reflect alternative software packages. However, only one proposal shall be identified as the vendor's "PRIMARY PROPOSAL" and all others shall be identified as "ALTERNATIVE PROPOSALS".

**Subcontractors:** If you propose a multi-vendor or subcontractor approach, clearly identify the responsibilities of each party and assurances of performance that you offer.

**False or Misleading Statements:** If, in the opinion of CSUSB, a proposal contains false or misleading statements or references, it may be rejected.

**Addenda:** CSU, San Bernardino may modify this RFP or any attachment prior to the date fixed for submission by issuance of an addendum through [www.bidsync.com](http://www.bidsync.com). Addenda will be numbered consecutively.

**Clarification of Proposal:** CSU, San Bernardino reserves the right to obtain clarification of any point in a vendor's proposal, or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor's proposal.

**Acceptance of Proposal Content:** CSU, San Bernardino reserves the right to accept or reject proposals without penalty or to waive informalities. Final decision is subject to funding approval by the Provost/President.

**Responsiveness:** Proposals should respond to all aspects of this RFP to the maximum extent possible. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration if the approach clearly offers increased benefits to California State University, San Bernardino.



**PRODUCT INQUIRIES AND GENERAL QUESTIONS**

<b>Contractor Name &amp; Address:</b>
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**In this section, please provide written acknowledgement of your company’s ability to meet the University’s needs. Please attach any additional comments or other documentation that will aid you in this process. If attachments are provided, please note the document name in the corresponding comment column. You must complete this document and include it with your RFP response.**

**General Product/Releases:**

	<b>Inquiry</b>	<b>Answer</b>	<b>Comments</b>
1	What release/version of your software are you proposing?		
2	How many years/months has the proposed system been offered for sale?		
3	Was your software developed by your company or purchased from another vendor?		
4	How many Oracle (PeopleSoft) customers do you currently have in production on the proposed release/version?		
5	Do you provide software upgrades?		
6	Are customizations and modifications maintained with each upgrade?		

**Implementation and Training:**

	<b>Inquiry</b>	<b>Answer</b>	<b>Comments</b>
1	Do you perform the implementation services within your organization, or do you rely on third party implementers/business partners?		
2	If your implementation are run by a third party, what is the certification process you require before they can begin implementing your customers?		
3	Are implementation costs done as a fixed bid, or on a time and materials basis?		
4	Describe implementation in terms of: <ul style="list-style-type: none"> <li>• Overall approach and implementation philosophy</li> <li>• Overall timeframe and key project milestones</li> <li>• Detailed work program</li> <li>• Campus project staffing estimates by job function/skill level</li> <li>• Other resource requirements</li> </ul>		
5	What education/training options do you provide for the proposed software?		
6	Describe your firm's standard training curriculum, as well as your ability to customize training for our particular needs.		
7	Describe any other implementation or support services that your firm typically provides.		

**Support/Maintenance**

	<b>Inquiry</b>	<b>Answer</b>	<b>Comments</b>
1	Indicate the location of the personnel who would be assigned to the software maintenance function.		
2	Describe the process for recording, prioritizing, and fixing software bugs.		
3	Describe your process for gathering, prioritizing, and developing client-recommended enhancements.		
4	Describe the process for continued product usage support.		

**Technology/Installation/Utilities**

	<b>Inquiry</b>	<b>Answer</b>	<b>Comments</b>
1	Which RDMS does your system operate on?		
2	Which hosting options do you provide?		
3	What are your estimates for ongoing, campus, functional, and technical support staff requirements?		
4	What customization options do you offer?		

**Security**

	<b>Inquiry</b>	<b>Answer</b>	<b>Comments</b>
1	Describe all levels and types of security that will be included in an installation of your product.		
2	Does your software provide the ability to assign security restricting		

	<p>access to information by:</p> <ul style="list-style-type: none"> <li>• Employee</li> <li>• Program</li> <li>• Screen</li> <li>• Field</li> <li>• Web Access</li> </ul>		
3	Is your database encrypted? If so, which fields are encrypted?		
4	How complex is your password protection (special characters, alpha numeric, etc.)?		
5	Does your software support any authentication systems (LDAP/CAS/Shibboleth)?		
6	Please describe your organization's business continuity and disaster recovery plan.		

**Pricing**

**Please provide pricing for:**

Implementation	
Training	
Ongoing Support Services	
Total	

## **REFERENCES**

Proposals submitted for consideration must include the information below about the Contractor's organization and project personnel.

Contractor must provide information pertaining to past comparable experience, within a similar working environment, as stated in *Award Criteria*, of this specification. Three (3) references are required, as detailed in *System Reference Accounts* below.

### **SYSTEM REFERENCE ACCOUNTS**

The Contractor must be able to demonstrate an established, successful track record of past performance in providing the services closely related to the requirement specified in the RFP.

Please provide three (3) reference accounts, which are currently using or recently used the Contractor's services similar to the services requested. It is essential that the reference accounts be willing and able to assist California State University, San Bernardino in reviewing the Contractor's experience in the delivery of their services to large enterprises and/or other universities or colleges, regarding project plan being proposed to California State University, San Bernardino.

The reference accounts must consist of all higher education accounts, preferably in California, which have used the Contractor's proposed services in a similar environment. Contractor must explain any differences between provided reference implementations and solution proposed for California State University, San Bernardino.

Reference information should include the College/University name, address, and name, title, e-mail address and telephone number of the person to contact. Preference will be given to Contractors that provide contact information for references who have successfully completed a similar project.

**AWARD CRITERIA**  
**(100 Points Total)**

The award will be made on a competitive basis using best value analysis at the discretion of California State University, San Bernardino. The award of this contract will be based solely on a combination of factors as determined to be in the best interests of the University. Responsive Contractors will be evaluated and weighted as follows:

1.	<b>Functionality</b>	<b>25 Points</b>
	<ul style="list-style-type: none"><li>• Ease of use and operation of your system</li><li>• Ability to meet CSUSB's integration and publication requirements</li></ul>	
2.	<b>Service and Support</b>	<b>25 Points</b>
	<ul style="list-style-type: none"><li>• Project implementation plan</li><li>• On-going product support</li><li>• Client training and technical assistance</li></ul>	
3.	<b>Cost</b>	<b>20 Points</b>
	<ul style="list-style-type: none"><li>• Acquisition</li><li>• Implementation</li><li>• On-going/annual support</li></ul>	
4.	<b>Vision</b>	<b>10 Points</b>
	<ul style="list-style-type: none"><li>• Vendor strategic plan in relation to industry needs</li><li>• System enhancements</li><li>• Compatibility for future growth and needs</li></ul>	
5.	<b>Technical Architecture</b>	<b>10 Points</b>
	<ul style="list-style-type: none"><li>• Level of security</li><li>• Authentication options (Shibboleth, CAS, LDAP, AD, etc)</li><li>• ADA Compliance (VPAT)</li></ul>	
6.	<b>Ability to Execute</b>	<b>10 Points</b>
	<ul style="list-style-type: none"><li>• History of project completions</li><li>• Quality of implementation and technical support personnel within vendor organization</li><li>• Financial viability of vendor</li></ul>	
<b>Total:</b>		<b>100 Points</b>

**DVBE Requirement**

In accordance with state law, the University is required to utilize Disabled Veteran Business Enterprises (DVBE) in contracting to the maximum extent possible, a participation goal of at least 3% for Disabled Veteran Business Enterprise participation (3% of the contract proposed price each year), has been set and is a requirement for this RFP.

**DVBE Incentive**

In accordance with state law, a DVBE incentive is included in this RFP. Additional points (5 points maximum) will be awarded to those proposals that have at least met the DVBE goal of 3%

participation. Additional points will be awarded based upon the DVBE participation levels as established in the following incentive scale:

Proposed DVBE Participation Level	DVBE Incentive %	DVBE Incentive Points
3%	1%	1 point
5%	2%	2 points
7%	3%	3 points
9%	4%	4 points
10%	5%	5 points

Proposers claiming the DVBE incentive must indicate their proposed level of DVBE participation on the forms in Attachment C. (Note: The incentive points cannot be used to achieve any applicable minimum point requirements. The DVBE Incentive Program may be used in conjunction with the Small Business preference which gives a 5% preference to small business proposers.)

The University reserves the right to further negotiate the terms and conditions of the contract after evaluating the proposals and discussing them further with the finalists or the tentatively selected Contractor.

## **CSU GENERAL PROVISIONS FOR INFORMATION TECHNOLOGY 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**

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the CSU, time will be computed from date of delivery of the commodities as specified, or from date that correct invoices are received in the office specified by the CSU if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the CSU, date of delivery shall mean the date the supplies, equipment or services are accepted by the CSU following the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the CSU warrant or check.

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number and Contractor's Identification number are to be included on the invoice. Final invoice shall be marked as such.

The Contractor shall submit invoices to the CSU for payment of goods and services rendered. Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the acceptance of goods by the CSU; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.

The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance 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. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

## **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 VEVRAA), 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 Regs., Section 8107).

#### **16. Drug-Free Workplace Certification**

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 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - (i) the dangers of drug abuse in the workplace;
  - (ii) the person's or organization's policy of maintaining a drug-free workplace;
  - (iii) any available counseling, rehabilitation and employee assistance programs; and,
  - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
  - (i) will receive a copy of the company's drug-free policy statement; and,
  - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

#### **17. Severability**

The Contractor and the CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated

in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

### **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 notifications.

### **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 will indemnify, defend, and save harmless the CSU, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the CSU with indemnity protection.
  - i) The CSU will notify Contractor of such claim in writing and tender the defense thereof within a reasonable time; and
  - ii) The Contractor will have control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law the CSU has the option to participate in such action at its own expense.
- b) 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.
- c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing provided they comply with Contract bid and performance requirements and/or expectations. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the CSU shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the CSU in procuring substitute Deliverables or Software at Contractors cost and expense. If, in the sole opinion of the CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impracticable, the CSU shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.
- e) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

### **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 and Minority Businesses (OSMB) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVBE and OSMB-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.

Contractor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Vendor further agrees to indemnify and hold harmless the CSU using the vendor's products or services from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Contract.

### **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. Taxes, Fees, Expenses, and Extras**

- (a) Articles sold to the CSU are exempt from certain Federal Excise Taxes. The CSU will furnish an exemption certificate on request.
- (b) Unless specified otherwise, prices quoted shall include all required taxes.
- (c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the CSU unless expressly included and itemized in the bid.

Unless otherwise indicated on the Purchase Order or Contract, on "FOB Shipping Point" transactions vendor shall arrange for lowest cost transportation, prepay, add freight to invoice, and furnish supporting freight bills over \$50.

Shipments that are California intrastate in nature and where freight is to be borne by the CSU shall be tendered to carriers with written instructions that rates and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.

On "FOB Shipping Point" transactions, should any shipments under this Purchase Order or Contract be received by the CSU in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers by wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packing or loading or some inherent defect in the equipment and/or material, vendor on request of the CSU shall at vendor's own expense assist the CSU in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

### **31. 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)

### **32. 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.

### **33. 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.

#### **34. 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.

#### **35. 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.

#### **36. 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.

#### **37. 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.

#### **38. 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.

### **39. 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 sub-section (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.

#### **40. 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.

#### **41. 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.

**42. 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.

## **SUPPLEMENTAL PROVISIONS**

1. California State University, San Bernardino reserves the right to reject all proposals, decline purchase of all phases of the project in part or all or to purchase in any combination at a later date.
2. Dispute Resolution: Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the Contractor and California State University, San Bernardino must be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the designee of California State University, San Bernardino for joint resolution. At the request of either party, California State University, San Bernardino must provide a forum for discussion of the disputed item(s) at which time the Vice President of Administration and Finance (or designated representative) of California State University, San Bernardino must be available to assist in the resolution by providing advice to both parties regarding California State University, San Bernardino 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 Agreement.
3. Despite an unresolved dispute, the Contractor must continue without delay to perform its responsibilities under this Agreement. The Contractor must keep accurate records of its services in order to adequately document the extent of its services under this Agreement.
4. Non-Endorsement: Contractor shall not issue any news releases or other statements pertaining to the award or servicing of the Agreement, which state or imply California State University, San Bernardino's endorsement of Contractor's services or products.
5. Contracted pricing shall remain fixed for the extent of the agreement. California State University, San Bernardino, at its discretion, may elect to purchase portions of the awarded Contractor's solution.
6. The contract may be terminated if the Contractor does not perform in accordance with the service standards set forth in Exhibit C (Specifications). California State University, San Bernardino will own all deliverables up to the point of termination.
7. No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. (b) Subdivision

(a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract. (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with § 4525) of Division 5 of Title 1 of the Government Code.

SAMPLE AGREEMENT

AGREEMENT

AGREEMENT NUMBER  <b>SAMPLE</b>  <b>SBCMP0000035814</b>	AM. NO.  --
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THIS AGREEMENT, made and entered into this DATE, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called University and

CONTRACTOR'S NAME, hereafter called Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulation of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

UNIVERSITY	CONTRACTOR
Trustees of the California State University <b>CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO</b>	
BY (AUTHORIZED SIGNATURE) _____ DATE _____	BY (AUTHORIZED SIGNATURE) _____ DATE _____  <b>SAMPLE</b>
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
DEPT. <i>Purchasing Office</i>  <i>5500 University Parkway, San Bernardino, CA 92407</i>	ADDRESS
<i>Account Information 10/11 REQ xxxxxxxx</i> <i>xxxxx.xxx.xxxxx.xxxx.xxxx.xxxx</i>	
<b>AMOUNT ENCUMBERED BY THIS DOCUMENT</b>  \$	
<b>TOTAL AMOUNT ENCUMBERED TO DATE</b>  \$	
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the stated expenditure.</i>	
SIGNATURE OF ACCOUNTING OFFICER _____	DATE _____
	

**BID SIGNATURE FORM**  
Must Be Submitted With Your Bid

BID SIGNATURE FORM

In compliance with your Request for Proposal for the Online Catalog/Content Management System, the firm's signature on this Bid Signature Form certifies its bid is in conformance with the specifications of this RFP, and accepts all the requirements and terms and conditions of the RFP documents.

The undersigned offers and agrees, if this proposal is accepted within 45 calendar days from the date of opening, to furnish all of the services upon which the proposal is quoted, at the designated point, within the time specified and subject to the requirements of this Request for Proposal and the General Provisions for Services.

<b>Name &amp; Title</b>		<b>Signature</b>		<b>Date</b>
<b>Company Name</b>		<b>Street Address</b>		
<b>City</b>	<b>State, Zip Code</b>	<b>Phone Number</b>	<b>FAX Number</b>	
<b>Federal Employee I.D. Number</b>				





### SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

(Bidders requesting a 5% Small Business Preference must enclose this form in the Bid Package)

The undersigned hereby requests preference as a “Small Business” and further certifies under penalty of perjury, that the firm still meets the requirements of Section 1896(l) Title 2, of the California Administrative Code.

NOTICE TO ALL BIDDERS: Section 14835 *et seq.* of the California Government Code, requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, *et seq.* A copy of the regulations is available upon request.

If your firm is a Small Business and wishes to claim the small business preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the Small Business & DVBE Services Branch, in the Procurement Division of the State of California Department of General Services, by 5:00 p.m. on the date bids are opened, and be verified by such office.

Or, if your firm is a Non-Small Business and wishes to claim the small business preference, your firm must notify the Trustees by signing below, that your firm commits to subcontract at least 25% of its net bid price with one or more small businesses, submit a timely responsive bid, list the small business subcontractors and include name, address, phone number, portion of the work to be performed, and the dollar amount and percentage per subcontractor, and be determined a responsible bidder.

Questions regarding the preference approval process should be directed to Small Business & DVBE Services, telephone (800) 559-5529 or (916) 375-4940, address: 707 Third Street, First Floor-Room 400, West Sacramento, CA 95605, or if by mail: P.O. Box 989052, West Sacramento, CA 95798-9052. You can also reach them via email ([osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)) or on the Internet: [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus).

**IMPORTANT NOTICE (Read before signing)**

The “Small Business Preference and Certification Request” must be signed in the same name style in which the bidder is licensed by the contractor’s state license board. Bidders bidding jointly or as a combination of several business organizations are specially cautioned that such bidders must be jointly licensed and approved in the same form and style in which the bid is executed.

Legal Name Style of Bidder(s)	
SIGNATURE OF BIDDER	DATE

In the event the bidder has received assistance in obtaining bonding for this project, he/she shall set forth the name and nature of the firm providing such assistance. Should the firm be listed as a subcontractor, bidder shall set for the percentage of the contract to be performed by the subcontractor.

NAME OF FIRM
SUBCONTRACTOR

**Is firm a listed subcontractor?**       YES     NO      PERCENTAGE \_\_\_\_\_%

Special attention is directed to section 1896.12 for penalties for furnishing incorrect supporting information in obtaining preference.

## DVBE Transmittal Form

The DVBE Transmittal Form is to be attached and used as a cover sheet for the required DVBE documentation that must be submitted within the time frame specified in the bid solicitation.

Campus: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Bid Date: \_\_\_\_\_

Name of Contractor Submitting Bid: \_\_\_\_\_

\_\_\_\_\_

Please check off the following to insure you have included them in your documentation:

\_\_\_ Attachment 1: Summary of DVBE Participation

\_\_\_ Attachment 2: Bidder's Certification of DVBE Status of Subcontractors and Suppliers

\_\_\_ Attachment of Any Additional Supporting Documentation

**Attachment 1**

**SUMMARY OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION**

COMPANY NAME	NATURE OF WORK	CONTRACTING WITH	TIER	CLAIMED DVBE VALUE \$	PERCENTAGE OF CONTRACT (%)	OSDS DVBE CERTIFICATION

I declare under penalty of perjury, under the laws of the State of California, that the information herein is true and correct to the best of my knowledge.

Executed on: \_\_\_\_\_, at \_\_\_\_\_ in the state of \_\_\_\_\_  
Date City

\_\_\_\_\_  
Signature of Contractor or Authorized Agent

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone

**Attachment 2**

**BIDDER'S CERTIFICATION  
DISABLED VETERAN BUSINESS ENTERPRISE  
STATUS OF SUBCONTRACTORS AND SUPPLIERS**

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a disabled veteran business enterprise complies with the relevant definition set forth in law. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State, Section 10115.10 of the Public Contract Code making it a crime to intentionally make an untrue statement in this certificate, and the provisions of Section 999.9 of the Military and Veterans Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Title

# CSU Guide to Completing the Voluntary Product Evaluation Template (VPAT)

## Purpose:

This document will provide Vendors with instructions as to how they are expected to complete the Voluntary Product Evaluation Template (VPAT) for the California State University.

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## Background:

In 2001, the Information Technology Industry Council partnered with the General Services Administration to create a tool that would assist Federal contracting and procurement officials in fulfilling the market research requirements specified in Section 508. The result of their collaboration was the 508 Evaluation Template – a simple, web-based checklist that allows Vendors to document how their product **did** or **did not** meet the various Section 508 Requirements.

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## How the Voluntary Product Evaluation Template (VPAT) is organized:

The Voluntary Product Evaluation Template (VPAT) consists of a long series of tables. The initial one, the **Summary Table**, is used to provide a sense of your product's **overall** "level-of-compliance" with the Section 508 Standards. Subsequently, the **Section 1194.xx Tables** contain the detailed subparagraphs of each section of the Standards. It is within these **Section 1194.xx Tables** that you will define in detail how your product **did** or **did not** comply with a specific requirement.

## Understanding the columns

Use the following to understand the use of the three columns in both the Summary Table and the individual Section 1194.xx Table:

<u>Summary Table</u>	
<b>COLUMN NAME</b>	<b>USE</b>
<b>Criteria:</b>	Describes Subparts B, C, and D of the Section 508 Standards.
<b>Supporting Features:</b>	To <b>Enter</b> information summarizing a product's overall "level-of support" for the corresponding Subpart or, when appropriate, to specify <b>Not Applicable</b> .
<b>Remarks/Explanations:</b>	To <b>Enter</b> general comments regarding a product's overall "level-of-compliance" with the <b>Applicable</b> Subpart.

Section 1194.xx Table	
COLUMN NAME	USE
Criteria:	Describes a specific guideline that a Subpart is composed of.
Supporting Features:	To <b>Enter</b> information summarizing a product's "level-of-support" for a specific guideline.
Remarks/Explanations:	To <b>Enter</b> detailed information on how the product <b>did</b> or <b>did not</b> support a specific guideline.

### What information do I enter in columns 2 and 3?

The **Supporting Features** and **Remarks/Explanations** columns are used to document exactly how a product **did** or **did not** meet the Section 508 Standards. In order to promote consistency in Vendor responses, which will ensure a quicker review process by CSU's contracting and procurement officials, we encourage you to answer these columns in the following manner:

Supporting Features (second column on 508 Evaluation Template)	
LANGUAGE	DESCRIPTION
Supports	Product <b>FULLY meets</b> the letter and intent of the Criteria.
Supports with Exceptions	Product <b>does not ENTIRELY</b> meet the letter and intent of the Criteria, but does provides some level of access.
Supports through Equivalent Facilitation	Product provides <i>alternative</i> methods to <b>meet</b> the intent of the Criteria.
Does not Support	Product <b>does not</b> meet the letter or intent of the Criteria.
Not Applicable	The Criteria <b>does not</b> apply to the product.

Remarks & Explanations (third column on 508 Evaluation Template)	
If 2 <sup>nd</sup> column states...	Then...
Supports	List exactly <b>what</b> features of the product <b>do</b> meet and describe <b>how</b> they are used to support the Criteria.
Supports with Exceptions	List exactly <b>what</b> features of the product <b>do</b> meet and describe <b>how</b> they are used to support the Criteria. <b>AND</b> List exactly <b>what</b> parts of the product <b>do not</b> meet and describe <b>how</b> they fail to support the Criteria.
Supports through Equivalent Facilitation	List exactly <b>what other</b> methods exist in the product and describe <b>how</b> they are used to support the Criteria.
Supports when combined with Compatible Assistive Technology	Use this language when you determine the product fully meets the letter and intent of the Criteria when used in combination with Compatible Assistive Technology. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind).
Does not Support	Describe exactly <b>how</b> the product <b>does not</b> support the Criteria.
Not Applicable	Describe exactly <b>why</b> the criteria are not applicable to the product.
Not Applicable -- Fundamental Alteration Exception Supplies	Use this language when you determine a Fundamental Alteration to the product would be required to meet the Criteria (see the Access Board standards for the definition of "fundamental alteration").

## Typical Scenario for Completing a Voluntary Product Evaluation Template (VPAT):

To begin the process of completing the Voluntary Product Evaluation Template (VPAT), you should enlist the services of your company's technical specialist for the product being sought for purchase. The reason for this is because CSU requires a measure of technical detail in your responses. Once you've enlisted their assistance:

- 1) Determine which sections of the **Technical Standards (Subpart B-1194.21-26)** apply to your product.\* In some cases more than one set of Technical Standards will apply.
- 2) Keep in mind that you must **always** complete the **Information, Documentation, and Support (Subpart D – 1194.41)** sections of the Voluntary Product Evaluation Template (VPAT).
- 3) Fill out the **Functional Performance Criteria (Subpart C – 1194.31)** if you are claiming Equivalent Facilitation. Equivalent Facilitation must yield equal or greater access.
- 4) For each section that applies, determine if your product does or does not meet the specific Criteria elements.
- 5) Using the information found in the [How the Voluntary Product Evaluation Template \(VPAT\) is organized](#) section, document in the **Section 1194.xx Tables** exactly **how** your product **did** or **did not** meet the applicable standard.
  - If your product **supports** the standard, provide detailed examples of **what** accessibility features exist and **how** they are used to support the standard.
  - If your product **does not support** the standard, remember that Section 508 allows for products to meet the Access Board Standards in innovative, non-traditional ways. Your product can meet the standard by providing an innovative solution, as long as the feature performs in the same manner as it does for any other user.
  - If your product **does not** possess an **innovative, non-traditional way** of access to the standard, provide detailed examples of exactly **how** the product **did not** meet the standard.
- 6) Once you've documented in the **Section 1194.xx Tables** exactly how your product **did** or **did not** meet the standard, return to the **Summary Table** and document the product's overall "level-of-conformance" in each of the applicable sections.
- 7) Post your final Voluntary Product Evaluation Template (VPAT) on your company's web site. Please keep in mind that it is the Vendor's responsibility to maintain the integrity of the data on the Voluntary Product Evaluation Template (VPAT). The information provided on your Voluntary Product Evaluation Template (VPAT) is considered to be a self-representation unless expressly affirmed otherwise.
- 8) When responding to any CSU request for proposals, the Vendor must submit a completed and up-to-date Voluntary Product Evaluation Template (VPAT) with the submission. Proposals without an attached completed Voluntary Product Evaluation Template (VPAT) may be disqualified from competition.

**\* Please Note:** Any **WEB** application being purchased by CSU **requires** the Vendor to complete **Section 1194.21** of the Voluntary Product Evaluation Template (VPAT) in addition to **Sections 1194.22, 1194.31 and 1194.41**.

# Voluntary Product Evaluation Template (VPAT)

Date:

Name of Product:

Contact for more Information:

Refer to the [ITIC Best Practices](#) for filling out the following form.

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
<b>Summary Table</b>						
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Section 1194.22 <a href="#">Web-based internet information and applications</a>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Section 1194.23 <a href="#">Telecommunications Products</a>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Section 1194.24 <a href="#">Video and Multi-media Products</a>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Section 1194.31 <a href="#">Functional Performance Criteria</a>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Section 1194.41 <a href="#">Information, documentation, and support.</a>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<b>Subpart B – Technical Standards</b>						
<b>Section 1194.21 Software Applications and Operating Systems</b>						
* Refer to ( <a href="http://www.access-board.gov/sec508/guide/1194.21.htm">http://www.access-board.gov/sec508/guide/1194.21.htm</a> ) for details on the guidelines listed below.						
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(b) Applications shall not disrupt or disable activated features of other						



Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<b>Section 1194.22 Web-based Internet information and applications</b>						
<b>* Refer to ( <a href="http://www.access-board.gov/sec508/guide/1194.22.htm">http://www.access-board.gov/sec508/guide/1194.22.htm</a> ) for details on the guidelines listed below.</b>						
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(e) Redundant text links shall be provided for each active region of a server-side image map.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(g) Row and column headers shall be identified for data tables.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(i) Frames shall be titled with text that facilitates frame identification and navigation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(j) Pages shall be designed to avoid causing the screen to flicker with a	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
frequency greater than 2 Hz and lower than 55 Hz.						
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with 1194.21(a) through (l).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(o) A method shall be provided that permits users to skip repetitive navigation links.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<p><i>Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.</i></p>						
<p><b>Section 1194.23 Telecommunications Products</b></p> <p>* Refer to ( <a href="http://www.access-board.gov/sec508/guide/1194.23.htm">http://www.access-board.gov/sec508/guide/1194.23.htm</a> ) for details on the guidelines listed below.</p>						
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
allow the user to intermix speech with TTY use.						
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(j) Products that transmit or conduct information or communication, shall						

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<b>Section 1194.24 Video and Multi-media Products</b>						
* Refer to ( <a href="http://www.access-board.gov/sec508/guide/1194.24.htm">http://www.access-board.gov/sec508/guide/1194.24.htm</a> ) for details on the guidelines listed below.						
(a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<b>Section 1194.25 Self-Contained, Closed Products</b>						
<b>* Refer to ( <a href="http://www.access-board.gov/sec508/guide/1194.25.htm">http://www.access-board.gov/sec508/guide/1194.25.htm</a> ) for details on the guidelines listed below.</b>						
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(c) Where a product utilizes touch screens or contact-sensitive controls, an input method shall be provided that complies with 1194.23 (k) (1)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
through (4).						
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(j)(2) Products which are freestanding, non-portable, and intended to be						

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<b>Section 1194.26 Desktop and Portable Computers</b>						
<b>* Refer to ( <a href="http://www.access-board.gov/sec508/guide/1194.26.htm">http://www.access-board.gov/sec508/guide/1194.26.htm</a> ) for details on the guidelines listed below.</b>						
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(b) If a product utilizes touch screens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	



**Subpart C – Must be completed if Equivalent Facilitation alternative offered. Equivalent Facilitation must yield equal or greater success**

**Section 1194.31 Functional Performance Criteria**

(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

**Subpart D – Required on all submissions**

**Section 1194.41 Information, documentation, and support**

(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	