

Solicitation SBCMP0000038960

Online Academic and Event Management System

Bid designation: Public

State of California

Bid SBCMP0000038960

Online Academic and Event Management System

Bid Number **SBCMP0000038960**
Bid Title **Online Academic and Event Management System**
Expected Expenditure **\$70,000.00** (This price is expected - not guaranteed)

Bid Start Date **May 30, 2014 2:52:18 PM PDT**
Bid End Date **Jul 2, 2014 2:00:00 PM PDT**
Question & Answer End Date **Jun 19, 2014 2:00:00 PM PDT**

Bid Contact **Amy Beran**
909-537-5145
aberan@csusb.edu

Standard Disclaimer **The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/ or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/ or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.**
The information published and/ or responded to on these websites is public information. Confidential questions/ issues/ concerns should be directed to the contact on the ad.

Description

California State University, San Bernardino is currently utilizing PeopleSoft software. PeopleSoft functionality requires a third-party product to manage classroom scheduling and utilization. Currently our campus uses the Ad Astra Information Systems software – Astra Schedule – to fit this need. The software was purchased in approximately 2002 and is now outdated and non-compliant with regard to web accessibility. Special Events and Guest Services uses Astra Schedule in addition to EMS Event Management for scheduling classrooms, creating redundancy of the work required to schedule an event in an academic space.

Ultimately, California State University, San Bernardino does not see this project as simply purchasing some software. We are aiming to have an ongoing long-term successful business relationship with the vendor that we select and expect the vendor to help guide and inform us about new features available on the application, and/or ways that we can take advantage of the application to help our operations run optimally. Quality customer service is very important to CSU, San Bernardino.

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
REQUEST FOR PROPOSAL
FOR
~Online Academic and Event Management System~

PROPOSAL DATA

Proposal Number: RFP # SBCMP0000038960, May 30, 2014
Description: Online Academic and Event Management System

Contacts: Amy Beran, Buyer, Purchasing Office
 (909) 537-5145 FAX (909) 537-5903 E-mail: aberan@csusb.edu
 Kim Nicholl, Curriculum and Scheduling Analyst, Academic Programs
 (909) 537-3060 E-mail: knicholl@csusb.edu

PROPOSAL REQUIREMENTS

DEADLINE FOR QUESTIONS: Thursday, June 19, 2014 at 2:00 p.m.
 All questions must be submitted through www.bidsync.com

PROPOSAL DUE DATE (Original plus 8 copies – Instructions on page 5)

Date: Wednesday, July 2, 2014
Time: 2:00 p.m.
Location: Purchasing Office, Sierra Hall, Room 125
 5500 University Parkway, San Bernardino, CA 92407

PROPOSAL CONTENTS

Exhibit A: General RFP Information
Exhibit B: Specifications (Scope of Services)
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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.

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~Online Academic and Event Management Software~

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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 the entire system.

PROJECT BACKGROUND:

California State University, San Bernardino is currently utilizing PeopleSoft software. PeopleSoft functionality requires a third-party product to manage classroom scheduling and utilization. Currently our campus uses the Ad Astra Information Systems software – Astra Schedule – to fit this need. The software was purchased in approximately 2002 and is now outdated and non-compliant with regard to web accessibility. Special Events and Guest Services uses Astra Schedule in addition to EMS Event Management for scheduling classrooms, creating redundancy of the work required to schedule an event in an academic space.

Ultimately, California State University, San Bernardino does not see this project as simply purchasing some software. We are aiming to have an ongoing long-term successful business relationship with the vendor that we select and expect the vendor to help guide and inform us about new features available on the application, and/or ways that we can take advantage of the application to help our operations run optimally. Quality customer service is very important to CSU, San Bernardino.

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 30, 2014
Last Date for Questions	Thursday, June 19, 2014
Proposal Due Date	Wednesday, July 2, 2014
Evaluation Period	July 7 –14, 2014
Presentation/Interview Period (if required)	July 17 – 24, 2014
Notice of Intent to Award Contract	Thursday, July 31, 2014

The Purchasing Office must receive all proposals ***no later than 2:00 p.m., on July 2, 2014***. All times of day referenced are Pacific Daylight Time.

Proposals must be sealed and delivered with **RFP SBCMP0000038960** on the outside of the package to:

California State University, San Bernardino
 Purchasing Office, Sierra Hall, Room 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.

EXHIBIT A
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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 eight (8) 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)

EXHIBIT A
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- Any licensing fees that might be required for database engines or operating systems (such as Oracle, SQL Server or Microsoft Windows Server)
- Estimated 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 nine (9) people representing procurement and various staff functions.

SELECTION OF FINALISTS:

Firms who submit a proposal in response to this RFP may be required to make a presentation of their proposal and service capability to the CSUSB Evaluation Team. The presentation will provide an opportunity for the firms to clarify their proposal as well as for the Evaluation Team to solicit additional information concerning the firm's product and service offerings.

The firm's presenters must be able to respond in-depth to operational, technical, and methodology questions posted by the Evaluation Team pertaining to their capabilities contained in their response to the RFP. Therefore, key functional and technical resources being proposed on the project should be present.

The presentations, if required, will be scheduled as a teleconference/webinar between July 17 – 24, 2014.

DVBE PARTICIPATION:

Please see Exhibit E (pages 15-16) in regards to the DVBE Requirement and Incentive.

SPECIFICATIONS (SCOPE OF SERVICES)

California State University, San Bernardino is seeking an online academic and event management software system.

PROJECT GOALS

The identified following are goals that are expected:

1. Implement an academic and event scheduling system that is easy to learn, use, customize and maintain, and will become the campus' exclusive software for academic and event scheduling.
2. Replace redundant activities that are handled in separate systems and eliminate duplicate data entry.
3. Provide online services including reservations, event registration, billing, and reporting that meets all web accessibility compliance requirements.
4. Integration with PeopleSoft student information system.
5. Provide an opportunity for project expansion and scalability, as needed.

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. ADA Compliance – The vendor selection and subsequent purchase for this RFP will be contingent upon compliance with California Government Code §11135 and Section 508 of the Rehabilitation Act of 1973. If a system, software or process does not meet the requirements of Section 508, an Equally Effective Alternate Access Plan (EEAAP) and Accessibility Roadmap must be developed to address any accessibility issues. Information regarding Section 508 compliance may be found at <http://purchasing.csusb.edu/forms.htm>.
2. Campus website integration with minimal impact on campus IT staff. The desired contract is one in which the vendor delivers, installs, implements and passes an acceptance test, training, customization (if appropriate), documentation and support.
3. PeopleSoft compatibility and integration for single source data management and content/data conversion and migration including courses, exams and events.
4. Streamlined editorial tasks including global update of shared data, controlled workflow for decentralized components including self-service requests, reservations, and registration.
5. Billing and accounts receivable.
6. Academic and event scheduling utilization reporting and analytics.
7. Online master calendar.

EXHIBIT B
RFP SBCMP0000038960**OPTIONAL BUT PREFERRED FUNCTIONS INCLUDE:**

1. Automatic upgrades.
2. Unlimited support services.

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. 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**Contractor Name & Address:**

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:

	Inquiry	Answer	Comments
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?		

EXHIBIT C
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Implementation and Training:

	Inquiry	Answer	Comments
1	The desired contract is one in which the vendor delivers, installs, implements and passes and acceptance test, training, customization (if appropriate), documentation and support. <i>If you propose a different approach, please describe the contractual protection offered to ensure successful implementation of all parts of the system.</i>		
2	Do you perform the implementation services within your organization, or do you rely on third party implementers/business partners?		
3	If your implementation are run by a third party, what is the certification process you require before they can begin implementing your customers?		
4	Are implementation costs done as a fixed bid, or on a time and materials basis?		
5	Describe implementation in terms of: <ul style="list-style-type: none"> • Overall approach and implementation philosophy • Overall timeframe and key project milestones • Detailed work program • Steps to data conversion • Campus project staffing estimates by job function/skill level • Other resource requirements 		

EXHIBIT C
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	Inquiry	Answer	Comments
6	What education/training options do you provide for the proposed software?		
7	Describe your firm’s standard training curriculum, as well as your ability to customize training for our particular needs.		
8	Describe any other implementation or support services that your firm typically provides.		

Support/Maintenance

	Inquiry	Answer	Comments
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

	Inquiry	Answer	Comments
1	Which RDMS does your system operate on?		
2	Which hosting options do you provide?		
3	What package solution do you provide for interfacing PeopleSoft Campus Solutions?		

EXHIBIT C
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	Inquiry	Answer	Comments
4	What are your estimates for ongoing, campus, functional, and technical support staff requirements?		
5	What customization options do you offer?		

Security

	Inquiry	Answer	Comments
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 access to information by: <ul style="list-style-type: none"> • Employee • Program • Screen • Field • Web Access 		
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.		

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Pricing

Please provide pricing for:

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

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 Points
3%	1 point

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5%	2 points
7%	3 points
9%	4 points
10%	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**

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

2. Contract Alterations & Integration

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

3. Severability

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

4. Independent Status

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

5. Governing Law

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

6. Contractor's Power and Authority

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

7. Assignments

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

8. Personnel

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

EXHIBIT F
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factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.

9. Waiver of Rights

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

10. Time

Time is of the essence in the performance of this Contract.

11. Entire Contract

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

12. Appropriation of Funds

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

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

13. Cancellation

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

14. Termination for Default

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

15. Rights and Remedies of CSU for Default

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

EXHIBIT F
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deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.

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

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

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

16. Warranty

(a) Contractor warrants that (i) Deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from defects in materials and workmanship. Where the parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the Deliverables shall provide all functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants such Software shall perform in accordance with its license and accompanying Documentation. CSU's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

(b) Contractor warrants that at the time of delivery, deliverables (i) shall be free of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software); and (ii) shall not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if CSU believes harmful code may be present in any Commercial Software delivered, Contractor shall, upon CSU's request, provide a master copy of the Software for comparison and correction.

(c) Unless otherwise specified in the Statement of Work: (i). Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor shall pass through any such warranties to CSU and shall cooperate in enforcing them. Such warranty pass-through shall be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.

(d) All warranties, including special warranties specified elsewhere herein, shall inure to CSU, its successors, assigns, customer agencies, and other governmental users of the Deliverables or services.

17. Safety and Accident Prevention

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

18. Insurance Requirements

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

a. Policies and Coverage.

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

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

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

(c) Worker's Compensation including Employers Liability Insurance as required by law.

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

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

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

b. Verification of Coverage.

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

c. Insurance Provisions.

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

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

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

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

(4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their

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inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

d. Amount of Insurance.

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

(a) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability
\$2,000,000 General Aggregate
\$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.

(b) Business Automobile Liability Insurance-Limits of Liability
\$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.

(c) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

(2) For projects involving hazardous materials, the Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(a) Environmental Impairment (pollution) Liability Insurance-Limits of Liability
\$10,000,000 General Aggregate
\$ 5,000,000 Each Occurrence-- combined single limit for bodily injury and property damage, including cleanup costs.

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

(i) MCS-90 endorsement

(ii) Sudden & Accidental Pollution endorsement--Limits of Liability*

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

With the Trustees' approval, the Contractor may delegate the responsibility to provide this additional coverage, as described in this Article 4.06-d (2) (b) above, to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all of the requirements in Article 4.06-b: Verification of Coverage and 4.06-c: Insurance Provisions. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

e. Acceptability of Insurers.

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

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RFP SBCMP0000038960**f. Subcontractor's Insurance.**

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

g. Miscellaneous.

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

19. General Indemnity

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

20. Invoices

Invoices shall be submitted, in arrears, to the address provided in the Contract. Each invoice must contain the Contract number and Contractor's Identification number. Final invoice shall be marked as such.

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

The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance of this Contract, including travel and per diem, unless otherwise expressly so provided.

21. PACKING AND SHIPMENT

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a) All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:

- (1) show the number of the container and the total number of containers in the shipment; and
- (2) the number of the container in which the packing sheet has been enclosed.

b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the CSU's contract number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.

22. DELIVERY

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

23. SUBSTITUTIONS

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

24. INSPECTION, ACCEPTANCE AND REJECTION

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

25. Taxes, Fees, Expenses, and Extras

(a) Contractor certifies that it shall comply with all California Sale and Use Tax requirements. Articles sold to CSU are exempt from certain Federal Excise Taxes. CSU will furnish an exemption certificate on request.

(b) Unless specified otherwise, prices quoted shall include all required and applicable taxes.

(c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by CSU unless expressly included and itemized in the Contract. Unless otherwise indicated on the Purchase Order or Contract, on "FOB Shipping Point" transactions vendor shall arrange for lowest cost transportation, prepay, add freight to invoice, and furnish supporting freight bills over \$50. On "FOB Shipping Point" transactions, should any shipments under this Contract be received by CSU in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers by wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packing or loading or some inherent defect in the equipment and/or material, vendor shall, at its own expense, assist CSU in establishing carrier liability.

(d) Contractor certifies it will immediately advise CSU of any change in its retailers seller's permit or certification of registration or applicable affiliate's sellers permit or certificate of registration.

26. Electronic Software Tax Liability

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

27. 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.

28. Use of Data

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

29. Confidentiality of Data

(a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and confidential data as confidential information. Contractor shall not use, disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Further, if so requested by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.

(b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSU's operation designated "confidential" by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or confidential data, Contractor will notify CSU

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in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall:

- (1) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- (c) Contractor shall cooperate with any litigation or investigation proceedings concerning confidential data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of confidential data outside the United States must be approved in writing by CSU in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

30. Information Security Requirements

(a) Contractor is required to comply with CSU Information Security Requirements as per the attached Information Security Requirements Supplemental Provisions.

(b) Information Security Plan

Contractor is required to maintain an Information Security Program sufficient to protect the sensitive and/or confidential CSU data to which they have access. Requirements for the Information Security Plan are described in the Information Security Requirements Supplemental Provisions, attached hereto, and by reference made a part of this agreement.

(c) Personal Security Requirements

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

31. Patent, Copyright, and Trade Secret Indemnity

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

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

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

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

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

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

32. Rights in Work Product

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

33. Examination and Audit

For contracts in excess of \$10,000, Contractor shall be subject to the examination and audit by (a) the Office of the University Auditor, and (b) the Bureau of State Audits, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

34. Dispute

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor's Chief Executive Officer (or designee) and CSU's Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Contract.

Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

35. Conflict of Interest

CSU requires a Statement of Economic Interests (California Form 700) to be filed by any Consultant (or Contractor) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any CSU financial interest.

36. Follow-On Contracts

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

(a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:

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

(b) "Consulting and Direction" means services for which Contractor received compensation from CSU and includes:

(i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
(ii) development or design of test requirements;
(iii) evaluation of test data;
(iv) direction of or evaluation of another Contractor;
(v) provision of formal recommendations regarding the acquisition of products or services; or
(vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

(c) Except as prohibited by law, the restrictions of this Section will not apply:

(i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
(ii) where CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.

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

37. Endorsement

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

38. Covenant Against Gratuities

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

39. Nondiscrimination

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

(b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

40. Compliance with NLRB Orders

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

Note: Cite Authority: PCC 10296

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

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

Note: Authority Cited: Government Code Section 8350-8357

42. Forced, Convict, Indentured and Child Labor

By accepting a contract with CSU, Contractor:

- (a) Certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.
- (b) Agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

43. Recycled Content Certification

Contractor shall certify in writing the minimum, if not exact, percentage of postconsumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

44. Child Support Compliance Act

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

- (a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in

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Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and ((b)Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

45. Americans With Disabilities Act (ADA)

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

46. Expatriate Corporations

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

47. Citizenship and Public Benefits

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

48. Loss Leader

Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

Note: Authority Cite: (PCC 12104.5(b).)

49. DVBE and Small Business Participation

(a) If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the SB(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each SB received from the prime Contractor.(Govt. Code § 14841.)

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

50. Contractor's Staff

Contractor warrants that its staff, which is assigned to performing work under this Contract, is legally able to perform such duties in the country where the work is being performed.

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.

EXHIBIT H
RFP SBCMP0000038960

SAMPLE AGREEMENT

AGREEMENT

AGREEMENT NUMBER SAMPLE SBCMP0000038960	AM. NO. --
---	-------------------



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 CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO	
BY (AUTHORIZED SIGNATURE) _____ DATE _____	BY (AUTHORIZED SIGNATURE) _____ DATE _____
PRINTED NAME AND TITLE OF PERSON SIGNING	 SAMPLE 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>	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	
TOTAL AMOUNT ENCUMBERED TO DATE \$	
<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 Academic and Event Management Software, 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.

Name & Title		Signature		Date
Company Name		Street Address		
City	State, Zip Code	Phone Number	FAX Number	
Federal Employee I.D. Number				



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) or on the Internet: 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

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

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.

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.

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

Section 1194.xx Table	
COLUMN NAME	USE
Criteria:	Describes a specific guideline that a Subpart is composed of.
Supporting Features:	To Enter information summarizing a product's "level-of-support" for a specific guideline.
Remarks/Explanations:	To Enter detailed information on how the product did or did not 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 FULLY meets the letter and intent of the Criteria.
Supports with Exceptions	Product does not ENTIRELY 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 meet the intent of the Criteria.
Does not Support	Product does not meet the letter or intent of the Criteria.
Not Applicable	The Criteria does not apply to the product.

Remarks & Explanations (third column on 508 Evaluation Template)	
If 2 nd column states...	Then...
Supports	List exactly what features of the product do meet and describe how they are used to support the Criteria.
Supports with Exceptions	List exactly what features of the product do meet and describe how they are used to support the Criteria. AND List exactly what parts of the product do not meet and describe how they fail to support the Criteria.
Supports through Equivalent Facilitation	List exactly what other methods exist in the product and describe how 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 how the product does not support the Criteria.
Not Applicable	Describe exactly why 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	
Summary Table						
Section 1194.21 Software Applications and Operating Systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 1194.22 Web-based internet information and applications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 1194.23 Telecommunications Products	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 1194.24 Video and Multi-media Products	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 1194.25 Self-Contained, Closed Products	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 1194.26 Desktop and Portable Computers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 1194.31 Functional Performance Criteria	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 1194.41 Information, documentation, and support.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Subpart B – Technical Standards						
Section 1194.21 Software Applications and Operating Systems * Refer to (http://www.access-board.gov/sec508/guide/1194.21.htm) 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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 1194.22 Web-based Internet information and applications * Refer to (http://www.access-board.gov/sec508/guide/1194.22.htm) for details on the guidelines listed below.						
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(e) Redundant text links shall be provided for each active region of a server-side image map.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(g) Row and column headers shall be identified for data tables.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(i) Frames shall be titled with text that facilitates frame identification and navigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(j) Pages shall be designed to avoid causing the screen to flicker with a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(o) A method shall be provided that permits users to skip repetitive navigation links.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<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>Section 1194.23 Telecommunications Products</p> <p>* Refer to (http://www.access-board.gov/sec508/guide/1194.23.htm) 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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 1194.24 Video and Multi-media Products						
* Refer to (http://www.access-board.gov/sec508/guide/1194.24.htm) 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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>	
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 1194.25 Self-Contained, Closed Products						
* Refer to (http://www.access-board.gov/sec508/guide/1194.25.htm) for details on the guidelines listed below.						
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 1194.26 Desktop and Portable Computers						
* Refer to (http://www.access-board.gov/sec508/guide/1194.26.htm) for details on the guidelines listed below.						
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Question and Answers for Bid # SBCMP0000038960 - Online Academic and Event Management System

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jun 19, 2014 2:00:00 PM PDT