

**Solicitation 6787**

**Campus Copier Program - Reverse Auction**

**Bid designation: Public**

**State of California**

## Bid 6787

### Campus Copier Program - Reverse Auction

Bid Number **6787**  
Bid Title **Campus Copier Program - Reverse Auction**  
Expected Expenditure **\$630,000.00** (This price is expected - not guaranteed)

Bid Start Date **Mar 27, 2015 2:01:37 PM PDT**  
Bid End Date **Apr 17, 2015 12:00:00 PM PDT**  
Question & Answer End Date **Apr 9, 2015 7:00:00 AM PDT**

Bid Contact **James P Durante**  
**619-594-4720**  
**jdurante@mail.sdsu.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

**INTENT** San Diego State University is seeking qualified contractors wishing to provide the University with Multi-functional devices (MFD) for a campus wide lease program. The program shall include and not limited to, facilities management for a satellite MFD cost-per-pay contract to install, supply and maintain a fleet of office convenience MFD's, including supplies such as toner, developer, fuser oil, parts and labor, training and all necessary supplies other than paper. **The project is estimated at \$630,000 annually.** Implementation of the forty-two (42) month program will begin in July 1, 2015 through December 31, 2018.



Contract and Procurement Management  
 Business and Financial Affairs  
 San Diego State University  
 5500 Campanile Drive  
 San Diego, CA 92182-1616  
 619-594-5243 / 619-594-5919 (fax)  
 Web address: <http://bfa.sdsu.edu/prosrvcs/>

**REQUEST FOR PROPOSAL**  
 for  
 ~ **CAMPUS COPIER PROGRAM - REVERSE AUCTION**~

**PROPOSAL DATA**

Proposal Number: RFP No. 6787, March 27, 2015  
 Description: **CAMPUS COPIER PROGRAM - REVERSE AUCTION**  
 Contacts: James P. Durante, Buyer II, Contract and Procurement Management  
 Phone: 619-594-4720 Fax: 619-594-5919 Email: [jdurante@mail.sdsu.edu](mailto:jdurante@mail.sdsu.edu)

**DEADLINE FOR QUESTIONS:** April 9, 2015 at 12:00 p.m. PDT (Please submit all questions **in writing** by posting them to [www.bidsync.com](http://www.bidsync.com))

*The University advises that prospective Contractors periodically **check the Bidsync website** for modifications to bid documents. The University is not responsible for a prospective Contractor's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check the website for updates or amendments to bid documents, and/or other information regarding the bid solicitation. Failure to periodically check this website will be at the Contractor's sole risk.*

**VENDOR REGISTION ON PROCUREX**

Date: March 27, 2015 **OPEN** - April 15, 2015 **CLOSE**

**ELECTRONIC RFI QUESTIONNAIRE ON PROCUREX DUE DATE**

Date: April 15, 2015

**PROPOSAL DUE DATE**

Date: April 17, 2015 at 12:00 p.m. PDT  
 (Submit one original and four copies plus 1 original burn to CD or USB – see binding instructions Exhibit A, p. 18)  
 Time: 3:00 p.m.  
 Location: Contract & Procurement Management Office, Rm AD-116  
 5500 Campanile Drive, San Diego, CA 92182-1616  
 (Visit the following web site <http://www.sdsu.edu/map/>)

**PREQUALIFIED BIDDERS ANNOUNCED:** April 22, 2015

**REVERSE AUCTION TRAINING DATES:** April 13, 2015 - April 22, 2015

**LIVE REVERSE AUCTION DATE**

Date: April 28, 2015 at 10:00 a.m. PDT  
 Held by Procurex and available to Pre-Qualified Bidders

**PROPOSAL CONTENTS** \*<http://www.bidsync.com/>

**\* (Proposers must register with BidSync.**

**Notifications will be transmitted from this source and forms must be downloaded from this website.)**

Exhibit A: Request for Proposal "RFP"	Exhibit D: Insurance Requirements
Exhibit B: Solicitation Provisions	Exhibit E: Small Business Preference Certification
Exhibit B-1: Supplemental Solicitation Provisions	Exhibit F: Sample Agreement and General Provisions
Exhibit C: Proposal Certification Form	Exhibit G: Procurex Supplier Documents
Exhibit X: DVBE Participation Incentive	Exhibit H: Bid Worksheet Template
Appendix A: Security Data Checklist	
Appendix C: Voluntary Product Evaluation Template (VPAT)	

All proposers must be registered. To register go to: [www.bidsync.com](http://www.bidsync.com) . If you have not downloaded this package from this website, you are not officially registered for this RFP. If proposers are not registered they may not receive published addenda to this RFP. Failure to acknowledge published addenda may be grounds for rejection of a proposer's response. To download the RFP Package and to receive future addenda go to the above website.



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5500 Campanile Drive  
San Diego, CA 92182-1616  
619-594-5243 / 619-594-5919 (fax)  
Web address: <http://bfa.sdsu.edu/prosrvcs/>

Sealed written responses must be received by the Contract & Procurement Management Office no later than the date, time and location indicated above for RFP Due Date. SDSU assumes no responsibility for delay in delivery of the proposal to the designated delivery location by the United State 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 services specified.**



RFP No. 6787  
**CAMPUS COPIER PROGRAM - REVERSE AUCTION**

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## **SECTION 100: INTRODUCTION**

### **CAMPUS COPIER PROGRAM - REVERSE AUCTION**

**INTENT** San Diego State University is seeking qualified contractors wishing to provide the University with Multi-functional devices (MFD) for a campus wide lease program. The program shall include and not limited to, facilities management for a satellite MFD cost-per-pay contract to install, supply and maintain a fleet of office convenience MFD's, including supplies such as toner, developer, fuser oil, parts and labor, training and all necessary supplies other than paper. **The project is estimated at \$630,000 annually.** Implementation of the forty-two (42) month program will begin in July 1, 2015 through December 31, 2018.

**BACKGROUND** San Diego State University is the oldest and largest higher education institution in the San Diego, California region. Since it was founded in 1897, the university has grown to offer bachelor's degrees in 85 areas, master's degrees in 76 areas and doctorates in 19 areas. SDSU's more than 31,000 students participate in an academic curriculum distinguished by direct contact with faculty and an increasing international emphasis that prepares them for a global future.

Currently, the University utilizes a campus wide copier program with approximately 150 multi-functional devices on the main San Diego and satellite Imperial Valley Campuses. As the current program is not a mandatory campus program the number of participants could vary from the current number of 150 MFD.

**E-PROCUREMENT: BIDSYNC** The University advises that prospective Contractors periodically check the Bidsync website for modifications to RFP documents. The University is not responsible for a prospective Contractor's misunderstanding of the RFP solicitation or nonresponsive proposal due to failure to check the website for updates or amendments to RFP documents, and/or other information regarding the RFP solicitation. Failure to periodically check this website will be at the Contractor's sole risk.

Bidsync web address [www.bidsync.com](http://www.bidsync.com)

**PROCUREX REVERSE AUCTION** Contractors will need to **prequalify** before submitting pricing for bids during the reverse auction date listed in Section 200: Schedule of Events. Any question in regards to the reverse auction please contact Marty Barclay [mbarclay@procurexinc.com](mailto:mbarclay@procurexinc.com).



### SECTION 200: SCHEDULE OF EVENTS

Release of Request for Proposal	March 27, 2015
Deadline for Receipt of Written Questions (12:00 p.m. PDT)	April 9, 2015
Deadline to register with Procurex	April 15, 2015
Deadline to Complete Electronic RFI Questionnaire on the Procurex website	<b>April 15, 2015</b>
<b>Deadline for Receipt of Proposal Packages (12:00 p.m. PDT)</b> <i>(Original plus 4 copies- Plus 1 original burned to CD or USB – See Binding Instructions Exhibit A, Section 500, Page 11)</i>	<b>April 17, 2015</b>
Prequalification Announcement Date	April 22, 2015
<b>Reverse Auction (10:00 a.m. PDT)</b> <b>(Please mark your calendar with this date.)</b>	<b>April 28, 2015</b>
Notice of Intent to Award	May 8, 2015
Contract Awarded	May 19, 2015

**NOTE: Schedule of Events dates may be adjusted upon advanced written notice.**



### **SECTION 300: TECHNICAL REQUIREMENTS**

Within this section, the University has listed required specifications and functions for a Campus wide copier program. Proposers shall respond by indicating how their product can provide or accommodate the functionality described as well as additional functionality not listed (see Section 400, Proposal Format / Submittals). **All questions will be answered electronically on the Procurex website. All Proposers shall register with Procurex to complete the Electronic RFI.**

#### **A. BUSINESS GENERAL**

##### **COMPANY INFORMATION**

1. Company name/address, phone/email of the responsible location for an SDSU contract.
2. Provide company sales \$ total for the past 3 years for copiers/MFD's.
  - a. Provide 2014 sales \$ of copiers.
  - b. Provide % change from 2013 to 2014 sales.
3. Provide a brief company history and current ownership structure.
4. What is your company's credit rating?
5. What Quality System Certifications does your company have? Check all that apply (ISO-9001, AS-9100, ISO-9002, MIL-Q-9858A, MIL-I-45208A, FAR 52.246).
6. Do any of your contracts include customers that have implemented a chargeback system for revenue reimbursement? Specify an example.
7. See attached Bid Worksheet for specifications and current models in place. Attach the list of your proposed models for each line. All models must be network printing and network scanning and have optional add-ons per the Bid Worksheet.
8. What % does your company invest in copier R&D?
  - a. Describe any new products in development and estimated release date.
9. Provide a website/URL showing product details.

##### **EDUCATION EXPERIENCE**

10. Describe your two most recent education contract awards in California (SDSU equipment size or larger) and at least one other business contract in San Diego County.
11. Provide 2 references and contacts for each Contract.
12. How many MFD's are in each contract?

#### **B. COPIER PROGRAM REQUIREMENTS**

Responses: Fully compliant; partially compliant or alternate proposed. Not compliant.

##### **PROGRAM ADMINISTRATION**

1. Monitoring and verification of performance (usage, uptime, service response and time to repair, maintenance alerts) of installed copiers is to be documented by the Contractor by quarterly reports for the duration of the contract. Reports shall be submitted automatically to the Director of Business Services and the Program Administrator.
2. Monthly summary billing to consolidate all copiers with a single invoice. Back-up detail shall be supplied separating month base charge from add-ons per model. This shall be provided as an Excel spreadsheet.
3. Contractor shall email Business Services a monthly text file in an Oracle feed file format that includes billing amounts for each MFD in the program. A dedicated person shall be assigned as an administrator to co-ordinate this data and shall provide the file at pre-determined monthly dates throughout the year. Department Oracle billing data is a continually changing process that the contractor shall need to accommodate. Contractor shall be required to implement the utilization of the Oracle feed file billing system within 60 days of being awarded the bid.
4. Contractor shall provide a dedicated sales person to assist the Program Administrator with sales calls to SDSU and SDSU Auxiliary customers.





5. Contractor shall host a copier demonstration show featuring each piece of equipment proposed to allow University personnel to choose the best product to suit their needs.
6. Contractor shall not compete with the Business Services copier program. If the situation arises the vendor shall provide written notification to the Director of Business Services and receive written approval from the Director of Business Services prior to any commitment with SDSU and SDSU Auxiliary customers.

#### **TIME OF DELIVERY**

7. All Multi-Function Devices ordered pursuant to the awarded contract shall be delivered and set up at the location specified by the ordering University within thirty (30) days of receipt of order. Contractor shall contact the University to coordinate appointment time for delivery & set up.

#### **EQUIPMENT SET-UP**

8. Contractor is responsible to provide all set-ups required to render provided equipment in working order within the thirty (30) day delivery timeframe. If equipment is to work on a network, vendor shall be required to provide, and include all costs in base price, all labor, hardware, software (including licenses) and material to connect to University's existing network. If additional drops or power is needed, proposer is required to provide that information to the University so that the site is properly prepared prior to installation.

#### **ADDITIONAL INFORMATION**

9. Contractor has a swipe card solution for use in those areas where students and visitors can pay for use.
10. Contractor has a document management solution that can be deployed to the campus.
11. Contractor has a website solution allowing campus users to report and track MFD service related issues.
12. Contractor has a website solution to allow program administrator to pull monthly invoicing reports.

#### **SUSTAINABILITY**

13. San Diego State University is committed to sustainability. With that in mind the vendor shall meet or exceed state of California and federal guidelines for the duration of the contract.
14. MFD's shall be at the most current version of Energy Star certification.

### **C. SERVICE REQUIREMENTS**

Responses: Fully compliant; Partially compliant or alternate proposed. Not compliant.

1. Dedicated on-site technician.
2. Preventative maintenance shall be performed per the manufacturer's recommendation and are included in the base price of the machine.
3. Repairs including parts and labor are included in the base price of the machine.
4. Contractor shall provide training of SDSU's designated key operator staff in the preventative maintenance and operation of the installed copiers for the term of the contract at no additional charge.
5. Two hour service response time.
6. Maintain a minimum of 96% uptime fleet wide.
7. Contractor is responsible for all transportation and moving costs for the duration of the contract at no additional charge.
8. Contract requires that Contractor shall provide for equipment adds and accessory adds throughout the duration of the term of the Contract at the same price as if they were added at the beginning of the Contract, and the term for such equipment adds and accessory adds shall be coterminous with the term of the Contract.
9. Replace equipment experiencing repeated service failures (e.g. "Lemon" equipment.) at no additional charge.
10. All maintenance requests (including network configuration/printing) shall be made directly to the Contractor by the end user at no additional charge.
11. Major parts shall be available within one business day.
12. Minor parts shall be available same day.



13. Consumables shall be provided within one business day directly to the end-user. No drop off at Central Receiving.
14. Remove a copier from the program at the request of the end-user and cancel payment to SDSU at no additional charge and without any penalty.

#### D. NETWORK REQUIREMENTS

Responses: Fully compliant; Partially compliant or alternate proposed. Not compliant.

1. Contractor shall provide the latest (new) digital technology format that has the characteristics necessary to perform distributed (including mobile devices) and Print On Demand printing on network connected MFD's.
2. Contractor shall fully describe the required network characteristics and equipment that is necessary to perform distributed network printing across SDSU's existing campus networks.
3. Contractor shall provide MFD's compatible with the campus information technology environment. All campus buildings are connected via the University's data communications distribution system utilizing fiber optic and twisted pair copper cables in a 10/100/1000 switched Ethernet configuration. There are high-speed wide area network connections to both the Internet and to the Imperial Valley Campus. The campus also has a wireless network infrastructure. The protocol of choice is TCP/IP.
4. Contractor shall provide MFD's compatible with information systems that comprise of multiple database, application, web, e-mail, file and print servers running on an assortment of Windows, Macintosh and Unix/Linux platforms. Clients run an assortment of applications including Oracle, Microsoft Office, Outlook, Adobe, Firefox, Google Chrome, Safari and Internet Explorer browsers on Windows 7 and 8, Macintosh OSX and Unix/Linux platform systems. See list of IT Security requirements for additional information.

#### E. SECURITY REQUIREMENTS

Please rate the following security requirements 1, 2, or 3.

Rating (1): Able to implement at the start of the contract. Rating (2): Able to implement within 12 months of the start of the contract. Rating (3): Not able to implement.

1. Ability to wipe data at end of equipment life to current US Department of Defense clearing and sanitization standards
2. System in place to deliver end of equipment life wiped hard drives to Material Management before equipment is removed from campus. Hard drives from removed MFD's are to be drilled by contractor to incapacitate the drive. Contractor to provide Material Management a hard drive removal form that includes MFD identification (model & serial number), printed name of contractor's staff, date and signature.
3. Ability to wipe data (including temporary images) as soon as they are no longer needed
4. Setup strong passwords for Admin accounts and enforce / verify they remain in place
5. Enabling https
6. Disabling of all clear-text network protocols (including telnet and http) without sacrificing any management capabilities
7. Requiring Admin rights to change email
8. Disabling of email forwarding option
9. SNTP settings enabled to point to our primary campus DNS server (ntp.sdsu.edu) on port 123 for time synchronization and synchronize upon startup
10. Daylight Saving Time setting to be enabled
11. Ability to be added as resource/object in an Active Directory environment
12. All administrator and user configuration changes are logged
13. Ability to export logs to a central syslog server
14. Ability to restrict management access to specific addresses or ranges
15. Ability to restrict printer access to specific addresses or ranges
16. Ability to create multiple administrator-level accounts
17. Ability to create multiple user accounts



18. Support for TLS 1.0, 1.1, 1.2
19. No support for SSL 2 or 3 (or support is permanently disabled)
20. Ability to limit user and administrator failed logon attempts (for example, each invalid logon adds 5 second delay to next logon attempt until a valid logon resets the delay to 0) without locking accounts
21. Ability to report break-in attempts via email alert
22. Ability to modify all settings on both local panel and via browser
23. Ability to easily audit documents or images that are stored on the device
24. Ability to disable external ports such as USB
25. Crypto suite includes at least AES-256 and SHA-2
26. Ability to EASILY generate CSRs and install 3rd-party SSL certs



## SECTION 400: PROPOSAL FORMAT/SUBMITTALS

Proposer must submit the following with their proposals to be considered responsive. **Failure to provide the information as requested below under this Proposal Format may cause your proposal to be deemed non-responsive and not eligible for consideration.**

**Proposal Requirements.** The proposer must respond to this RFP by submitting **five (5) complete submittals (one original and four copies) {plus 1 original burned to CD or USB}** with all data required herein in order for the proposal to be evaluated and considered for award.

1. The signed original Proposal Certification, Exhibit C, and all signed amendments (if any) should be placed at the beginning of the proposal.
2. Provide a brief summary of the organizations overall qualifications to provide the services required in this RFP. Provide information that documents experience with providing services to similar organizations.
3. List three verifiable references of companies/institutions for which you have satisfactorily completed services of similar size and nature within the last two years. Services completed with other SDSU departments may be used as a reference.
4. Provide how your company proposes to meet the technical requirements outlined in Exhibit A, Section 300, pages 6-9, as well as required changes or substitutions to the outlined requirements.
5. Do not provide pricing for Section 300 – will be provided by prequalified bidders during the Reverse Auction.
6. Include any additional benefits, resources and /or services and their benefit to the University.
7. Complete Exhibit E, Small Business Preference Certification, if applicable.
8. Complete Exhibit X, DVBE Participation Incentive, if applicable.
9. Complete Appendix C, Voluntary Product Evaluation Template (VPAT)
10. Each award criteria must be addressed in your proposal.
  - 1) Criteria 1~Company Profile ~ Qualifications/Experience/References
    - a) Complete Exhibit A, Attachments NO. 1 - 3
  - 2) Criteria 2~Technical Requirements
    - a) Business General
      - i. Company Information - Provide answers to all Questions numbers 1 – 12, Exhibit A, Section 300, pages 6.
      - ii. Education Experience - Provide answers to all Questions numbers 1 – 3, Exhibit A, Section 300, pages 6.
    - b) Copier Program Requirements
      - i. Program Administration - Provide answers to all Questions numbers 1 – 6, Exhibit A, Section 300, pages 6.
      - ii. Time of Delivery - Provide answers to all Questions numbers 1 – 3, Exhibit A, Section 300, pages 7.
      - iii. Equipment Set-up - Provide answers to all Question numbers 1, Exhibit A, Section 300, pages 7.
      - iv. Additional Information - Provide answers to all Questions numbers 1 – 4, Exhibit A, Section 300, pages 7.
      - v. Sustainability - Provide answers to all Questions numbers 1 – 2, Exhibit A, Section 300, pages 7.
    - c) Network Requirements
      - i. Provide answers to all Questions numbers 1 – 4, Exhibit A, Section 300, pages 8.



- d) Security Requirements
  - i. Provide answers to all Questions numbers 1 – 26, Exhibit A, Section 300, pages 8.
- 3) Criteria 3~Implementation Plan
  - i. Provide a complete timeline for project and estimate time-line for deliverables.
- 4) Criteria 4~ Value Added Options
- 5) Criteria 5~ Small Business Preference ~ Exhibit E (if applicable)
- 6) Criteria 6~ DVBE Participation Incentive ~ Exhibit X (if applicable)



## SECTION 500: RESPONSE REQUIREMENTS

### **RECEIPT OF PROPOSAL PACKAGES:**

Proposal packages (1 original and 4 copies) **{plus 1 original burned to CD or USB}** shall be received at the Contract and Procurement Management Office, Administration Building Room 116, until **12:00 p.m. PDT, April 17, 2015**

**Binding method** - The University prefers that the Contractor bind their proposals in a 3-ring binder.

The original binder and 4 copies shall be submitted in a package/box marked with:

- The Name of Proposer
- Buyer ~ James P. Durante, Buyer II
- RFP No. 6787 – Proposal Due Date: April 17, 2015 @ 12:00 p.m. PDT

Proposals submitted by mail should be submitted sufficiently in advance to ensure delivery to Contract and Procurement Management Office prior to the specified time. San Diego State University assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or after it is delivered to a central location on campus. If submission time is a factor, SDSU encourages hand delivery or Federal Express delivery of your proposal **directly to Contract and Procurement Management Office, Administration Bldg., Room 116. (5500 Campanile Dr. AD 116, San Diego CA 92182-1616)** All proposals received after scheduled closing time for receipt of proposals will not be considered.

**PARKING INFORMATION FOR HAND DELIVERY:** Obtain an all-day Business parking permit for \$5.00 from the Information Booth (<http://police.sdsu.edu/parkinginfo.htm>) (Hours 7:30am – 2:30pm) located on the corner of College Avenue and Canyon Crest Drive, or check out the Trolley Green line which stops in the center of campus (On Line Campus Map at <http://www.sdsu.edu/map/>).

### **ADDITIONAL INFORMATION/QUESTIONS.**

Requests for additional information or clarification can be emailed to [jdurante@mail.sdsu.edu](mailto:jdurante@mail.sdsu.edu) or faxed to the attention of James P. Durante 619-594-5919 no later than, April 9, 2015 at 12:00 p.m. PDT Proposers are asked not to contact other employees of SDSU concerning this request during the proposal process.

### **Right to Accept.**

Upon review and scoring by the evaluation committee, San Diego State University has the right to accept the best proposal as submitted, without discussion or negotiation. However, the University also reserves the right to request additional information and discuss Contractor's proposal with the evaluation committee to facilitate arrival at a contract most advantageous to SDSU. If the evaluation committee determines that further discussion is in the best interest of the University, the Contract and Procurement Management Office will invite qualified Proposers to attend a final meeting and/or provide an oral presentation at a time to be determined later. Decision by the University is final.



## SECTION 600: EVALUATION AND AWARD CRITERIA

**EVALUATION.** San Diego State University will select the best qualified Contractors to handle the specifications of this Request for Proposal. Proposals meeting the format requirements shall be submitted to an evaluation committee comprised of University personnel where three or more Contractors shall be invited to participate in a Reverse Auction to establish Price/Cost component of Cost/Quality Point Value. Responses will be reviewed, evaluated and scored in accordance with the point schedule listed below.

In the course of its review, the technical evaluation committee may find that some clarification of a proposal is necessary and required for a fair and objective evaluation. In that event, such clarification will be requested in writing through the RFP Contact, and the proposer will be given an opportunity to respond in writing. Changes will neither be requested nor accepted during the evaluation process. Clarifications, when requested, cannot change the proposal. Do not assume you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award shall be made to the proposer whose proposal response is given the lowest Cost/Quality Point Value by the evaluation committee. The Cost/Quality Point Value determined by the evaluation committee is final, and no appeal of its decision will be considered.

The University reserves the right, at its sole discretion, to reject all or any proposals or to select a Contractor. Further, the University reserves the right to waive any minor irregularities it feels are immaterial to this award. The decision of the University is final.

### Analysis/Establishment of Apparent Finalist

At the conclusion of the reverse auction the following equation will be used to determine the apparent finalist:

#### EXAMPLE

$$\frac{\text{Monthly Cost Proposal}}{\text{Quality Point Value}} = \text{Cost/Quality Point Value}$$

The lowest quotient (cost per unit of quality) is thus determined and the apparent finalist announced.

#### EXAMPLE:

Proposal 001	$\frac{\$29,500.00 \text{ cost}}{525 \text{ quality}}$	= 56.19 cost/quality
Proposal 002	$\frac{\$31,000.00 \text{ cost}}{570 \text{ quality}}$	= 54.38 cost/quality
Proposal 003	$\frac{\$35,000.00 \text{ cost}}{580 \text{ quality}}$	= 60.34 cost/quality

In this example, Proposal Number 002 is determined to be the apparent finalist. It must be noted that in this example, the best cost/quality proposal does not represent the lowest cost submitted, but the lowest cost per unit of quality within the established budget.



**AWARD CRITERIA.** Each of the following criteria will be scored in accordance with the points referenced below for a total of 420 points.

**Criteria 1 – General Information ~ Qualifications/Experience/References**

Evaluation Item	Points Available
Provide a brief summary of the organizations overall qualifications, experience and references to provide the services requested in this RFP. (Section 400, Page 10, Criteria 1)	20

**Criteria 2 – Technical Requirements**

Evaluation Item	Points Available
<b>Business General</b> - Provide answers to <u>all</u> Questions numbers 1 – 12, Exhibit A, Section 300, page 6.	120
<b>Copier Program Requirements</b> - Provide answers to <u>all</u> Questions numbers 1 – 14, Exhibit A, Section 300, pages 6 & 7.	68
<b>Network Requirements</b> - Provide answers to <u>all</u> Questions numbers 1 –4, Exhibit A, Section 300, page 8.	12
<b>Service Requirements</b> - Provide answers to <u>all</u> Questions numbers 1 – 14, Exhibit A, Section 300, pages 7 & 8.	56
<b>Security Requirements</b> - Provide answers to <u>all</u> Questions numbers 1 – 26, Exhibit A, Section 300, pages 8 & 9.	104

**Criteria 3 – Implementation Plan**

Evaluation Item	Points Available
Provide a complete timeline for project and estimate time-line for deliverables	10

**Criteria 4 – Value Added Options**

Evaluation Item	Points Available
Additional benefits, resources and/or services and their demonstrated benefits to the University.	10
<b><u>SUB TOTAL WRITTEN POINTS AVAILABLE</u></b>	
	<b>400</b>

**Criteria 5 – Disabled Veteran Business Enterprise**

Evaluation Item	Points Available
An incentive (of non-cost points) will be applied to the qualified proposers score. - Greater than 3% to less than 10% = 3% incentive - 10% or greater = 5% incentive	12/20

**Criteria 6– Small Business**

Evaluation Item	Points Available
If you are a certified small business (See Exhibit B-1, page 3 and complete Exhibit E) 5% of the total points (non-cost) available will be applied to your score.	20

**WRITTEN TOTAL POINTS W/ SB & DVBE**      **412/420**




**QUALIFICATIONS**
*Attach additional sheets if necessary.*

Company Information			
Contractor Name		<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	
Street Address		City / State / Zip	
Federal ID # or Social Security Number		Date of Corporation	
Name of State(s) in which incorporated			
<b>FOR PARTNERSHIP ONLY</b>			
DATE OF ORGANIZATION		Is the partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> Association	
Name /addresses / zip of all partners		Use additional sheet if necessary	
Certified Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No      OSDS No.	SB Cert Expire Date	Certified Disabled Veteran Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No      OSDS No.	DVBE Cert Expire Date

Contact Information	
Name	Title
Phone No. (        )                    -	Fax No. (        )                    -
Mobile No. (        )                    -	Email Address

General Information	
No. of Years in Business	No of years in providing this product
Include a description of the full range of products offered	Primary markets served
Growth strategy for next five years	Attach a list with explanation of defaulted, completed and current contracts similar in nature to the proposed services required in this RFP.
If you have done business under different name, please give name and location	Has firm ever been engaged in litigation over any contract, If so, explain.



**REFERENCES**

Provide a list of references of higher education institutions which demonstrate experience in providing services similar in nature required by this RFP. Include company/institution name and address, and name, title, and telephone number of person to contact. *Attach additional sheets if necessary.*

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Company Name \_\_\_\_\_

---

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

---

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

---

Person Familiar with Performance \_\_\_\_\_ Title \_\_\_\_\_

---

Number of years service performed \_\_\_\_\_ Date of last service performed \_\_\_\_\_

Description of services performed:

---

Company Name \_\_\_\_\_

---

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

---

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

---

Person Familiar with Performance \_\_\_\_\_ Title \_\_\_\_\_

---

Number of years service performed \_\_\_\_\_ Date of last service performed \_\_\_\_\_

Description of services performed:

---

Company Name \_\_\_\_\_

---

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

---

Person Familiar with Performance \_\_\_\_\_ Title \_\_\_\_\_

---

Number of years service performed \_\_\_\_\_ Date of last service performed \_\_\_\_\_

Description of services performed:

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**PERSONNEL EXPERTISE**

*Attach additional sheets if necessary.*

Educational And Training Background,  
Employees To Be Assigned To THE UNIVERSITY

(All information must be related to this RFP)  
Number Of Years Experience,  
Previous Employment

1. _____ Name _____ Title	
2. _____ Name _____ Title	
3. _____ Name _____ Title	
4. _____ Name _____ Title	
5. _____ Name _____ Title	



## I. SOLICITATION PROVISIONS

### 1. Definitions:

- (a) The Trustees of the California State University are referred to as "CSU" or "University."
- (b) The terms "bid" and "proposal" are synonymous and means an offer made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a "seal bid" or results in award of a contract to a single or sole source.
- (c) "Bidder" or "Proposer" is used interchangeably and each shall apply to the business entity which submits a bid/proposal or is awarded a contract.

### 2. Preparation of Bids and Proposals:

- (a) Proposer shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.

If applicable, it is the bidder's responsibility to examine the proposed installation site to fully understand the work and any difficulties which may arise in performing the work. No variation from the contract terms shall be made because of bidder's lack of examination or knowledge.

- (b) All bids submitted, including electronic bids, must indicate unit prices for each separate line item quoted in addition to showing the totals. In case of discrepancy between the unit price and the extension set forth for the item, the unit price shall prevail; however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, the amount set forth in the "Extension" column shall be divided by the quantity for the item and the price thus obtained shall be the unit price. In case of discrepancy between the totals shown on the bid form and the actual sum of the item totals, the actual sum of all item totals shall prevail.
- (c) Brand names: Any reference to brand names and numbers in the bid solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the indicated standards of quality will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the reference brands.

Unless the bidder specifies otherwise in the bid, it is understood that the bidder is offering a referenced brand item as specified in the bid solicitation. The CSU reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references; the CSU may require a bidder offering a substitute to supply additional descriptive material and a sample.

- (d) Time of delivery (whether a commodity or a service) is a part of the bid and must be strictly observed. Time, if stated as a number of days, shall mean calendar days.
- (e) Bids shall be completed in all respects as required by this solicitation. A bid may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially changed the quality of the bid. Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the evaluation committee, such information was intended to erroneously and fallaciously mislead the CSU in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this solicitation, the bid will be rejected. Statements made by a bidder shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

The CSU reserves the right to request additional information which in the CSU's opinion is necessary



to assure that the proposer's competence, experience, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

3. Submission of Bids:
  - (a) Whenever the CSU so designates, bids must be signed and sealed, with the bid number, bidder's name and address, and closing date, on the outside of the envelope.
  - (b) Bids or partial bids, and modifications or corrections thereof received after the closing time specified may not be considered.
  - (c) The bidder is solely responsible for ensuring that the bid is delivered to the CSU prior to the date and time specified and in accordance with the solicitation requirements. The CSU shall not be responsible for any delays in mail delivery, including delay occasioned by the internal CSU mailing system, or transmission errors or delivery errors.
4. Cancellation: This solicitation does not obligate CSU to enter into an agreement. CSU reserves the right to cancel this solicitation at any time, should the project be canceled, CSU loses the required funding or it is deemed in the best interest of CSU. No obligation either expressed or implied, exists on the part of CSU to make an award or to pay any cost incurred in the preparation or submission of a bid.
5. Bidder's Cost: Costs for developing bids are entirely the responsibility of the bidder and shall not be chargeable to the CSU.
6. Revisions in Bid Solicitation: In the event a bidder believes that the CSU's bid solicitation is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the CSU's procurement office, either by telephone, telegraph, letter, or visit, immediately upon receipt of the bid solicitation, in order that the matter may be fully considered and appropriate action taken by the CSU prior to the closing time set for bids.
7. Removal of Names from Bidders' List: The CSU may remove the name of any Contractor or contractor from its lists of potential bidders whenever the CSU has received no recent responses to its bid solicitations from that Contractor or contractor.
8. Award of Contracts:
  - (a) Contracts will be made or entered into with (1) the lowest responsible bidder meeting specifications, (2) the bidder with the highest score attained at the end of a competitive evaluation process, or (3) as otherwise specified in the bid solicitation. The CSU reserves the right to determine the results of the prescribed evaluation process and the awardee.
  - (b) Where more than one item is specified in the bid solicitation, the CSU reserves the right to determine the low bidder either on the basis of individual items or on the basis of all items included in the bid solicitation.
  - (c) Unless the bidder specifies otherwise in the submitted bid, the CSU may accept any portion or group of items or services offered in the bid, or accept none of them at all.
  - (d) The CSU reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
  - (e) A CSU purchase order mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid solicitation results in a binding agreement without further action by either party. The binding agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
9. Bid Evaluation Preferences: In evaluating bids, the CSU will give preferences in accordance with the law for



suppliers who are a California certified Small Business. If the bidder claims preferences under the Enterprise Zone Act (EZA), Target Area Contract Preference Act (TACPA) and Local Agency Military Base Recovery Area Act (LAMBRA), the bidder must complete and return the appropriate forms incorporated in the solicitation. Preferences may also be given for bidders using recycle products in accordance with Public Contract Code Sections 10408 and 12150 et seq. Where multiple preferences are claimed, the CSU will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.

10. Disabled Veteran Business Enterprise Participation Requirement and Incentive:

Senate Bill 115\* mandates a new incentive program to help State agencies meet their annual DVBE participate goals. The Department of General Services' policy implements this program by rewarding prime bidders for increased DVBE participation; the more DVBE participation, the greater the incentive.

California state law requires that its state agencies achieve a goal of three (3) percent participation for disabled veteran business enterprises (DVBE) in state contracts. Failure of the Bidder to comply with the DVBE requirement will cause the Trustees to deem the bid nonresponsive and the Bidder to be ineligible for award of Contract. **[Note: the "Good Faith Effort (GFE)" is NOT an option to satisfy this requirement.]**

- (a) A "Disabled veteran business enterprise contractor, subcontractor, or supplier," means any person or entity that has been certified by the Office of Small Business & DVBE Services and that performs a "commercially useful function," in providing services or goods that contribute to the fulfillment of the contract requirements.
- (b) In order to satisfy and be responsive to this requirement, the Bidder must meet the three (3) percent DVBE Participation Goal which is attained when:
  - (i) The Bidder is not a DVBE and is committed to use DVBEs for not less than three (3) percent of the Contract dollar amount; or
  - (ii) The Bidder is a DVBE and is committed to performing not less than three (3) percent of the Contract dollar amount with its own forces or in combination with those of other DVBEs.
  - (iii) Bidder has an approved CA State DVBE Utilization Plan on file with the CA State Department of General Services, Procurement Division.
- (c) Documentation Requirements. The Bidder must document its satisfaction of the DVBE participation goal requirement on the forms in the Appendices. Final determination of DVBE Participation Goal Attainment by the Bidder shall be at the Trustees' sole discretion.

**The forms that must be completed and returned with the bid, are attached to this RFP as Exhibit X.**

- (d) Use of Proposed DVBE. If awarded the Contract, the successful Bidder must use the DVBE suppliers and/or subcontractors proposed in its bid proposal unless it has requested substitution and has received approval of the Trustees in compliance with the Subletting and Subcontracting Fair Practices Act. See Article 4.04, Substitution of Subcontractors.
- (e) Trustees' Reporting of DVBE Participation. Responsive to direction from the State Legislature, the Trustees are seeking to report increased statewide participation of DVBE in contract awards. To this end, the successful Bidder shall inform the Trustees of any contractual arrangements with subcontractors, consultants or suppliers that are certified DVBE.
- (f) Additional DVBE Information Sources. For more information regarding DVBE certification, copies of directories or for general DVBE information, contact:

State of California, Department of General Services, Procurement Division  
 Small Business & DVBE Services Branch  
 P.O. Box 989052, West Sacramento, CA 95798-9052 (mailing address)  
 707 Third Street, First Floor, Room 400, West Sacramento, CA 95605 (physical address)



Telephone number: (800) 559-5529 or (916) 375-4940

Fax number: (916) 375-4950

Email: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov) Internet [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus).

- (g) Incentives: In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees shall grant a bid incentive for bid evaluation purposes only to Bidders that exceed the three percent DVBE participation requirement. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. The combination of preferences (Small Business Preference, for example) with a DVBE incentive may not exceed ten percent or \$100,000, whichever is less. A non-small business cannot displace a California certified small business from the top ranked position due to application of preferences or incentive.

Application of incentive:

- A. The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive specified in the solicitation. Solicitations may provide an incentive scale under which bidders obtaining higher levels of participation qualify for greater incentives.
- B. For award based on low price, the incentive is applied by reducing the bid price by the amount of incentive as computed from the lowest responsive and responsible bid price. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business. (See Exhibit X, Section VIII, DVBE Incentive Program.) Bidders who meet or exceed a 3% participation will receive an Incentive.
- C. For award based on high score, the incentive points are included in the sum of non-cost points. The incentive points cannot be used to achieve any applicable minimum point requirements.

DVBE Incentive Levels:

The Trustees are granting a DVBE participation bid incentive for this project for bid evaluation purposes only. Bidder must exceed the three percent DVBE participation requirement in order to earn this incentive.

The bid incentives are as follows:

DVBE Participation	Incentive
Minimum 3%	0%
Greater than 3% to less than 10%	3%
10% or greater	5%

For more information on DVBE participation for this solicitation, please contact:

San Diego State University  
 Small Business/DVBE Coordinator  
 Contract and Procurement Management  
 5500 Campanile Dr. MC-1616  
 San Diego, CA 92182-1616  
 619-594-5243



11. Financing of Acquisition: Bidder shall include within the contents of its bid or proposal the best financing alternatives it has to offer the CSU whenever the solicitation document expresses the CSU's desire to consider financing (including third-party possibilities) as an option.
12. Patent, Copyright, and Trade Secret Indemnity: A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
13. Protests:
  - (a) Prior to Bid Opening - Potential bidders are afforded the opportunity to take exception to or "protest" the specifications and/or requirements of the bid solicitation. Such protests must be conveyed in writing to the CSU and also be resolved in writing by the CSU each within the timeframes specified, prior to the scheduled bid submittal deadline. However, any protests of specifications or requirements received after the deadline identified in the bid solicitation shall be considered untimely and shall be rejected. The CSU's decision on a protest is final.
  - (b) Prior to Contract award - If, prior to award of a contract, a protest is received in writing within the timeframe specified within the bid solicitation and filed on the grounds that the intended award is not in conformance with the specifications or requirements of the bid solicitation, the contract shall not be awarded until the protest has been withdrawn or a decision has been reached by the CSU. The CSU shall review the merits and timeliness of the protest and submit a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The CSU's decision on a protest is final.
14. Accommodations for the Disabled: It is the policy of the CSU to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process, or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation.
15. Confidentiality: Final bids are public upon bid opening; however the contents of all proposals, drafts bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal shall be held in the strictest confidence until Notice of Intent to Award (Request for Proposal) or award of contract (Invitation for Bid), as applicable.

The content of all working papers and discussions relating to the bidder's proposal shall be held confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or an evaluation of the bid.

Any information considered to be proprietary by the bidder shall be marked "Confidential". To the extent the Manager of the Contract and Procurement Management Office concurs, this information will not be considered public information. The Manager of the Contract and Procurement Management Office is the final authority as to the extent of material which is considered confidential. Except as required by law or other CSU policies, the CSU shall not disclose confidential information. Pricing information cannot be considered confidential.

## II. BIDDER CERTIFICATIONS

By submitting a bid, the Bidder certifies to the following:

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





Professions Code Section 17000 et seq.).

3. Violation of Air or Water Pollution Laws: Unless the contract is less than \$25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Contractor warrants that the Contractor has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution.
- By submitting a bid, the Bidder certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

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

5. Assignment of Antitrust Actions: The bidder's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the bidder:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the procurement body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the procurement body pursuant to the bid. Such assignment shall be made and become effective at the time the procurement body tenders final payment to the bidder (Government Code Section 4552).

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553).

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

6. Noncollusion Affidavit: By submitting a bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.
7. Safeguards for confidential information: By submitting a bid, Bidder acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Bidder hereby certifies that it has the appropriate



safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314 et seq.

8. **Covenant Against Gratuities:** The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
9. **Public Contracts Code Restrictions For CSU Employees:** CSU employees and immediate past employees must comply with restrictions regarding contracting with the CSU. Bidder needs to be aware of the following provisions regarding current or former CSU employees. In submitting a bid, bidder certifies that the bidder is eligible to contract with the CSU pursuant to the Public Contracts Code (PCC) sections list below:

Current CSU Employees (PCC Section 10831):

- (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any CSU department through or by a CSU contract unless the employment, activity or enterprise is within the course and scope of the officer's or employee's regular CSU employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any CSU department to provide goods or services.
- (c) This prohibition does not apply to officers or employees of the CSU with teaching or research responsibilities.

Former CSU Employees (PCC Section 10832):

- (a) For the two-year period from the date he or she left CSU employment, no former CSU officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CSU department.
  - (b) For the twelve-month period from the date he or she left state employment, no former CSU officer or employee may enter into a contract with any CSU department if he or she was employed by that CSU department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CSU service.
10. In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Chapter 8.5 of the Public Resource Code, the Bidder certifies that it, and its agents, subsidiaries, partners, joint venturers, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to the CSU that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the bidder, its agents, subsidiaries, partners, joint venturers, or subcontractors. In addition the Bidder agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.



**ACCEPTANCE OF PROPOSAL** This RFP creates no obligation on the part of SDSU to award a contract or to compensate proposers for proposal preparation expenses. SDSU reserves the right to accept or reject any and all proposals, in whole or in part and to waive or permit cure of minor irregularities.

**APPROVAL/ACCEPTANCE OF SERVICES** Contractor agrees and understands that all services provided under the terms of this agreement are subject to the approval of San Diego State University. Decisions as to the adequacy of the services performed shall be made by the Director of Business Services, Leslie Rutledge or designee, who may be reached at 619-594-2191 or email [lrutledge@mail.sdsu.edu](mailto:lrutledge@mail.sdsu.edu). Decisions of the University shall be final.

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

California Government Code 11135 requires the CSU to comply with Section 508 *of the Rehabilitation Act of 1973, as amended*, and to apply the accessibility standards published by the U.S. Access Board for **electronic and information technology (EIT)** products and services that it buys, creates, uses and maintains. EIT is defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101

The CSU procurement and contract process for EIT acquisition is amended to include *the Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194*. Contractors who wish to do business with the CSU must provide information about their product's conformance to applicable accessibility standards via the Section 508 Evaluation Template also known as the **Voluntary Product Accessibility Template (VPAT)**. The CSU Guide to Voluntary Product Accessibility Template can be downloaded from the following link:  
[http://www.calstate.edu/accessibility/EIT\\_Procurement/APPENDIX.C.VPAT\\_GUIDE.doc](http://www.calstate.edu/accessibility/EIT_Procurement/APPENDIX.C.VPAT_GUIDE.doc)

**AWARD** Award shall be made to the proposer(s) scoring the lowest quotient (cost per unit of quality) as evaluated by the SDSU Evaluation Committee and Procurex using the evaluation criteria as stated on Exhibit A, Page 13. The University reserves the right to make a single, multiple or no award(s) as a result of this RFP, whichever is in the best interests of, and at sole discretion of the University.

**BIDDING** This is a bid specification response request. To pre-qualify for the bid process, bidders will submit a response (**without pricing**) indicating that they can perform to this specification and that all the required systems and equipment can be provided and installed. Bidders must also demonstrate that they have the necessary skills and experience to facilitate the installation and training as required. Qualified bidders will be invited to an on line, real time reverse auction. The award will be based on the lowest priced, most responsible bidder. Bidders will submit all inclusive prices during the reverse auction;

For more details on this reverse auction contact:

Marty Barclay	<a href="mailto:mbarclay@procurexinc.com">mbarclay@procurexinc.com</a>
Procurex, Inc.	Toll Free: 866-412-7161 x 804
1001 State Street Suite 1101	Direct: 814-806-2867
Erie, PA 16501	

Bids must be submitted for the entire work described therein. Deviation from plans and specifications will not be considered and will be cause for rejection of bids. It is the bidder's responsibility to examine all the provisions of the Contract Specifications carefully prior to submitting a bid specification response.

**BID REQUIREMENTS REGARDING DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION:** California state law requires that its state agencies make effort to achieve a goal of three (3) percent participation for disabled veteran business enterprises (DVBES) in state contracts. For purposes of this (bid/RFP), the



DVBE participation requirement has been **waived** but an incentive is offered. Section B references to the participation requirements shall only apply when determining application of the incentive.

**CONFIDENTIALITY**. Any information considered to be proprietary by the proposer shall be marked "Confidential". To the extent the Director of the Contract and Procurement Management Office concurs, this information will not be considered public information. The Director of the Contract and Procurement Management Office is the final authority as to the extent of material which is considered confidential, except as required by law or other University policies, the University shall not disclose confidential information. Pricing information cannot be considered confidential.

**COMPETENCE OF PROPOSER** The University reserves the right to request additional information which in the University's opinion is necessary to assure the proposer's competence, business organization and financial resources are adequate to perform according to contract.

The University may make such investigations as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the University all such information and data for this purpose as requested by the University. The University reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the University that such proposer is properly qualified to carry out the obligations of the contract and complete the work specified.

Proposer shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available. Failure to examine any document, drawing, specification, or instruction will be at the Proposer's sole risk.

**CONTRACT CHANGES** The University, without invalidating this agreement, may order extra work or make changes by altering, adding to, or deducting from the work only by written amendment. The Amendment, initiated by the University and properly approved and authorized shall set forth the amount of money to be added or deducted.

**CONTRACTOR REGISTRATION/LICENSING** No proposal will be accepted from a person, firm or corporation who has not been licensed in accordance with the provisions of the Business and Professional Code. All proposers must include on the Proposal Certification Form, Exhibit D, their city/state business license number (s). All applicable licenses and permits are the responsibility of the Contractor. An agreement will not be awarded to a proposer who does not possess the licenses required by law.

**E-PROCUREMENT: BIDS SYNC** The University advises that prospective Contractors periodically check the Bidsync website for modifications to RFP documents. The University is not responsible for a prospective Contractor's misunderstanding of the RFP solicitation or nonresponsive proposal due to failure to check the website for updates or amendments to RFP documents, and/or other information regarding the RFP solicitation. Failure to periodically check this website will be at the Contractor's sole risk. **Bidsync web address** [www.bidsync.com](http://www.bidsync.com)

**ESCALATION**. The bid amount shall remain in effect for one (1) year from the date of contract. The Anniversary date shall be July 1 and on each anniversary the contract amount shall be adjusted three percent (3%) annually.

Should the University exercise the option to renew the contract, an amendment may be written adjusting the price in accordance with the following:

The contract item may be increased or decreased by the percentage of increase or decrease shown by the Producer Price Index, <http://www.bls.gov/ppi/home.htm> compiled by the U.S. Department of Labor, Bureau of Labor Statistics for the month within which falls the twelve month anniversary of the commencement of services.

The contract may be increased or decreased in accordance with the current minimum wage rates as provided by the Department of Industrial Relations "DIR". <http://www.dir.ca.gov/>

Contractor is required to notify the University of its intent to adjust bid prices as permitted above and provide current documentation substantiating increase or decrease shown on the "Producer Price Index" or "DIR" as specified prior to approval of contract extension. Such notification must be in writing and submitted to the University 90 days prior to adjustment of prices.



**KEY CONTROL POLICY** Contractor shall comply with the key control policy issued by SDSU's Department of Public Safety. It is the contractor's responsibility to obtain a copy of this policy. Contractor must notify the Department of Public Safety within twenty four (24) hours of the discovery of lost or stolen keys. In the event of loss, contractor shall be held liable for the total cost of labor and materials to re-key the entire area accessible with the lost keys. Unauthorized duplication or use of key to a public building is a punishable offense under California Statutes.

**LATE BID RESPONSES** Any bid response received after the scheduled closing time for receipt of bid responses will not be accepted. SDSU assumes no responsibility for delay in delivery of bid responses by the United States Post Office or delivery to any location on campus other than the Contract and Procurement Management Office. If submission is a factor, SDSU encourages hand delivery or Federal Express delivery of your bid response package directly to the Contract and Procurement Management Office, Administration Building, Room 116.

**PARKING ON CAMPUS** Contractor shall observe campus parking rules and regulations at all times. No properly issued citation will be waived. It will be the responsibility of the contractor to obtain and provide necessary parking permits to personnel requiring access. University employees pay for parking; permits required by contractor or contractor employees must be paid for by the contractor and/or contractor's employees. Contact the Department of Public Safety, 619-594-6671, for information. The vehicle laws of the State of California, the ordinances of the City of San Diego, and the parking and traffic regulations of San Diego State University are in effect on University controlled property twenty four (24) hours a day.

**PAYMENT** Upon receipt by the University Accounts Payable Department of itemized invoices approved by an authorized Department representative the University will process claims for payment of approved invoices in accordance with State fiscal procedures and the terms of this Agreement.

**PCI COMPLIANCE** Contractor warrants that, with regard to Payment Card Security Program, it complies with the requirements of the Payment Card Industry (PCI) Data Security Standard including the Cardholder Information Security Program (CISP) of Visa and the Site Data Protection Program (SDP) of MasterCard, as applicable, and any modifications to, or replacements of such programs that may occur from time to time as referenced in [https://www.pcisecuritystandards.org/security\\_standards/pci\\_dss.shtml](https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml).

**Security Program Compliance.** You must comply with the requirements of the Payment Card Industry (PCI) Data Security Standard including the Cardholder Information Security Program (CISP) of Visa and the Site Data Protection Program (SDP) of MasterCard, as applicable, and any modifications to, or replacements of such programs that may occur from time to time. You also shall ensure that all third parties from whom you procure Value Added Services or third party POS Devices comply with the requirements of those programs. Upon request, Servicer will provide you with the respective website links to obtain the current requirements of the Visa, MasterCard, and Discover Network programs. You are responsible for your own actions or inactions, those of your officers, directors, shareholders, employees and agents, including any third party vendors with whom you contract to perform services for you. You shall indemnify and hold Servicer and Member harmless from any liability, loss, cost, or expense resulting from the violation of any of the program requirements by any of the individuals or entities listed in the immediately preceding sentence. Should you participate in a program with any other Credit Card Association or Issuer, or accept a Payment Device of any other Payment Network that has a security program in place, you must comply therewith and ensure that your officers, directors, shareholders, employees, and agents, including any third party vendors from whom you procure Value Added Services or third party POS Devices also comply with the program requirements of such Payment Network.

**PROPOSALS BECOME THE PROPERTY OF SDSU** Proposals become the property of the University and information contained therein shall become public property subject to disclosure laws. The University reserves the right to make use of any information or ideas contained in the proposal.

**REFERENCES** Proposers shall provide a list of three references, including contact name and phone number, of jobs of a similar size and nature which have been successfully completed by Contractor within the last two years. Failure to submit this information with the bid may result in bid rejection.



**RIGHT TO REJECT** The University may make investigations as deemed necessary to determine the ability of the contractor to perform the work, and the proposer shall furnish to the University all such information and data for this purpose as requested by the University. The University reserves the right to reject any proposal if the evidence submitted, or investigations of, such proposer fails to satisfy the University that such proposer is properly qualified to carry out the obligations of the contract and complete the work specified.

It is the policy of SDSU not to solicit Request for Proposals (RFP) unless there is a bona fide intention to award a contract. However, without limitations by the foregoing explanation, the University does reserve the right to reject any and all RFP's and to waive any irregularities. The decision of the University is final.

**SAMPLE FORMS** Attached, Exhibit F, Pages 1 - 7, is a sample of the State of California's Standard Agreement with General Provisions for Service Acquisitions that will be signed by the successful proposer and San Diego State University and other State officials, as required

**SMALL BUSINESS PREFERENCE** – Preference may be applied if proposer is a CERTIFIED Small Business in the State of California or if Proposer is a not a Small Business so long as your firm commits to subcontracting 25% of its net bid price. To obtain this preference proposer must complete Exhibit E. If already certified provide certification number for your firm or sub-contractor.

**SUBCONTRACTS** The University does not designate individuals or companies with whom the successful Proposer must work; the successful Proposer is solely responsible for soliciting individuals or companies with whom they wish to do business in order to complete the project.

Contractor shall have the responsibility for total management of the agreement awarded to the contractor. The agreement shall not be assigned. Contractor shall not subcontract the performance of any part of the agreement without the prior written approval of each subcontractor by the University, which approval the University may refuse at its discretion and without recourse to contractor. If a subcontract is approved, contractor shall be responsible for any subcontractor activities the same as if contractor were directly furnishing the service.

**TERM OF AGREEMENT.** The preferred implementation term of the contract shall be July 1, 2015 through December 31, 2018. The University recognizes that various products have differing time tables for implementation. The actual implementation term of the contract shall be adjusted to meet the joint needs of the University and the Contractor, but will not exceed six (6) months. The State may have the option to renew the Agreement under existing terms and conditions with no increase in rates for one (1) consecutive three and half year period by mutual agreement of both parties.

**TERMINATION FOR PERFORMANCE** San Diego State University will document perceived poor performance relative to the resulting agreement. If, after discussion with appropriate contractor management, poor performance issues are not resolved to the satisfaction of the University, the agreement may be canceled.



**PROPOSAL CERTIFICATION FORM**


**NOTE: THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR PROPOSAL**

The undersigned certifies that to the best of his/her knowledge: (check one)

( ) There is no officer or employee of San Diego State University who has, or whose relative has, a substantial interest in any agreement award subsequent to this proposal/bid.

( ) The names of any and all public officers or employees of San Diego State University who have, or whose relative has, a substantial interest in any agreement award subsequent to this proposal/bid are identified by name as part of this submittal.

In compliance with Request for Proposal No. 6787, CAMPUS COPIER PROGRAM - REVERSE AUCTION, to provide the University with Multi-functional devices (MFD) for a campus wide lease program at San Diego State University, and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such goods and services in accordance with the specifications and scope of work according to the proposal submitted or as mutually agreed upon by subsequent negotiation.

CERTIFICATION	
Signature 	Typed Name and Title
Name of Company as Licensed	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership
Federal ID # or Social Security Number	
Street Address	City / State / Zip
Phone No. (        )                -	Fax No. (        )                -
Mobile No. (        )                -	Email Address

**INSURANCE REQUIREMENTS** (reference E.O. 849)

1. Contractor shall furnish to the University prior to the commencement of work an underwriter's endorsement with a certificate of insurance stating that there is liability insurance presently in effect in accordance with the following minimum requirements:

- General Liability: comprehensive or commercial form minimum limits each Occurrence \$1,000,000, General Aggregate \$2,000,000.
- Employer Liability: \$1,000,000.
- Business Automobile Liability: minimum limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- Workers' Compensation: as required under California State Law.
- Errors and Omission insurance is required for professional service consultants and professional service design architects/engineers.
- Hold Harmless Provision: reference CSU General Provisions for Service Agreements as maintained in the Contract Resource Library.

2. The certificate of insurance shall provide:

- (a) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the University;
- (b) That the State of California, the Trustees of the California State University, the University, and the employees, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
- (c) That the State, the Trustees, and the University, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy.
- (d) Acceptability of Insurers rating, AM Best – AVII or equivalent.

3. Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the University, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the University may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

4. It is permissible to provide an "all operations" insurance certificate in accordance with the above requirements. Contractor should indicate on such certificate the insurance covers all operations during the term of policy effective date.





## SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

(Bidders requesting a 5% Small Business Preference must sign below and 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 the California Code of Regulations, Title 2, Section 1896 *et seq.*

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

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

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

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

### IMPORTANT NOTICE (Read before signing)

The “Small Business Preference and Certification Request” must be signed in the same name style in which the bidder is licensed by the Contractors 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): \_\_\_\_\_ OSDS Certification No. \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Date \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_ Is Firm a Listed Subcontractor?  YES-Percentage \_\_\_\_\_  NO

Special attention is directed to section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.

Non-Small Business CERTIFICATION						
*If firm non-small business, list sub-contractors in which you commit 25% of net bid price below or on separate sheet:						
Name	Address	Phone #	OSDS#	Portion of Work	\$ Amount	%

# AGREEMENT

AGREEMENT NUMBER <b>SAMPLE RFP No.6787</b>	AM. NO. --
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THIS AGREEMENT, made and entered into this DATE, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called University and

CONTRACTOR'S NAME

, hereafter called Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulation of the

University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

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



<b>UNIVERSITY</b>	<b>CONTRACTOR</b>
Trustees of the California State University <b>SAN DIEGO STATE UNIVERSITY</b>	
BY (AUTHORIZED SIGNATURE) <span style="float: right;">DATE</span> 	BY (AUTHORIZED SIGNATURE) <span style="float: right;">DATE</span>  <b>SAMPLE</b>
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
DEPT. <b>Contract and Procurement Management</b> <b>5500 Campanile Dr. San Diego CA 92182-1616</b>	ADDRESS
Account Information 14/15 REQ 301xxxx xxxxx.xxx.xxxxx.xxxx.xxxx.xxxx	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	
TOTAL AMOUNT ENCUMBERED TO DATE \$	

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**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 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 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.

**1) Policies and Coverage.**

- a) The Contractor shall obtain and maintain the following policies and coverage:
- i) 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.
- ii) 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.
- iii) Worker's Compensation including Employers Liability Insurance as required by law.
- b) The Contractor also may be required to obtain and maintain the following policies and coverage:
- i) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.
- ii) Other Insurance by agreement between the Trustees and the Contractor.

- 2) **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.

- 3) **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.
- a) 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.
- b) 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.
- c) 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.
- d) 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 inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

**4) Amount of Insurance.**

- a) 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:
- i) 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. |
- ii) 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. |
|--|--|
- iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.
- b) 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:
- i. 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. |
- ii. 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:
1. MCS-90 endorsement
  2. 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.

- 5) 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.
- 6) 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).
- 7) Miscellaneous.
  - a) Any deductible under any policy of insurance required in this Article shall be Contractor's liability.
  - b) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Contract.
  - c) 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.
  - d) 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.
  - e) The Contractor's obligations to obtain and maintain all required insurance are nondelegable duties under this Contract.
  - f) 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

- 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 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;
  - (2) 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
- c) 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.
- d) Personal Security Requirements
- e) 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.
- c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, 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 Contractors cost and expense. If, in the sole opinion of CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSU shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums CSU paid Contractor less any reasonable amount for use or damage.
- d) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

**32. Rights in Work Product**

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 section 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.
- a) "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.
- b) 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

#### 41. Drug-Free Workplace Certification

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



taking the following actions:

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

Note: Authority Cited:

Government Code Section 8350-8357

#### 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 Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code;
- 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. 12101et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 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.

#### 51. Debarment and Suspension

By accepting a contract with the CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (2 Code Federal Regulations[CFR] 180.220, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).



**SUMMARY OF DISABLED VETERAN-OWNED BUSINESS PARTICIPATION**

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

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 the Military and Veterans Code, Section 999.9.

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

State

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

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

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

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

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

( ) \_\_\_\_\_  
Telephone


**OFFICIAL CSU USE ONLY**

Did Contractor meet 3% DVBE requirement?  Yes  No


DVBE Bid Incentive (attach abstract of bids)

Amount of DVBE Bid Incentive granted: \_\_\_\_\_%

Amount of DVBE Participation pledged: \_\_\_\_\_%

Signed:  \_\_\_\_\_  
DVBE Program Advocate Date

(Attached Excel Worksheet, Click to Expand)

					
<h2>Disabled Veteran Business Enterprise Subcontractor Activity Report</h2> <p><i>Prime Contractor to submit this form after all payments have been made. Add more lines to the form as required.)</i></p>					
<b>Campus:</b>					
<b>Project Name:</b>					
<b>Project Number:</b>					
<b>Prime Contractor:</b>					
<b>Total Amt Paid to Prime Contractor:</b>					
	DVBE Name/Address:	\$ Amount each DVBE Received from Prime Contractor	\$ Amount Owed to DVBE Sub	Final \$ Amount to be Pd DVBE Sub	Final Amt to be Pd DVBE Sub as % of Total Contract Amount
1	DVBE1 address city, st zip				#DIV/0!
2	DVBE2 address city, st zip				#DIV/0!
3	DVBE3 address city, st zip				#DIV/0!
4	DVBE4 address city, st zip				#DIV/0!
5	DVBE5 address city, st zip				#DIV/0!
<b>TOTAL DVBE PARTICIPATION</b>			\$ -		#DIV/0!
<p><b>Certification</b></p> <p><i>The submitter of the foregoing statements has read the same, and that they are true to the best of the his/her knowledge. The statements are for the purpose of verifying the DVBE participation for this Contract. By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Note: a person or entity that knowingly provides false informaton shall be subject to a civil penalty for each violation in the minimum amount of two thousand five hundred dollars (\$2,500) and the maximum amount of twenty-five thousand dollars (\$25,000).</i></p>					
Signature		Print Name, Title, Phone No.		Date	

**CSU Guide to Completing the Voluntary Product Evaluation Template (VPAT).....2**

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## 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:

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

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

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

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

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

<b>Remarks &amp; Explanations (third column on 508 Evaluation Template)</b>	
<b>If 2<sup>nd</sup> column states...</b>	<b>Then...</b>
<b>Supports</b>	List exactly <b>what</b> features of the product <b>do</b> meet and describe <b>how</b> they are used to support the Criteria.
<b>Supports with Exceptions</b>	List exactly <b>what</b> features of the product <b>do</b> meet and describe <b>how</b> they are used to support the Criteria.  <b>AND</b> List exactly <b>what</b> parts of the product <b>do not</b> meet and describe <b>how</b> they fail to support the Criteria.
<b>Supports through Equivalent Facilitation</b>	List exactly <b>what other</b> methods exist in the product and describe <b>how</b> they are used to support the Criteria.
<b>Supports when combined with Compatible Assistive Technology</b>	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).
<b>Does not Support</b>	Describe exactly <b>how</b> the product <b>does not</b> support the Criteria.
<b>Not Applicable</b>	Describe exactly <b>why</b> the criteria is not applicable to the product.
<b>Not Applicable -- Fundamental Alteration Exception Supplies</b>	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.

Summary Table		
Criteria	Supporting Features	Remarks and explanations
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>		
Section 1194.22 <a href="#">Web-based internet information and applications</a>		
Section 1194.23 <a href="#">Telecommunications Products</a>		
Section 1194.24 <a href="#">Video and Multi-media Products</a>		
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>		
Section 1194.26 <a href="#">Desktop and Portable Computers</a>		
Section 1194.31 <a href="#">Functional Performance Criteria</a>		
Section 1194.41 <a href="#">Information, documentation, and support.</a>		

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Section 1194.21 Software Applications and Operating Systems		
* Refer to ( <a href="http://www.access-board.gov/sec508/guide/1194.21.htm">http://www.access-board.gov/sec508/guide/1194.21.htm</a> ) for details on the guidelines listed below.		
Criteria	Supporting Features	Remarks and explanations
(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.		
(b) Applications shall not disrupt or disable activated features of other 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.		
(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.		
(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.		
(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.		
(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.		
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.		
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
(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.		
(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.		
(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.		
(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.		

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<p>§Section 1194.22 Web-based Internet information and applications</p> <p>* Refer to ( <a href="http://www.access-board.gov/sec508/guide/1194.22.htm">http://www.access-board.gov/sec508/guide/1194.22.htm</a>) for details on the guidelines listed below.</p>		
Criteria	Supporting Features	Remarks and explanations
(a) A text equivalent for every non-text element shall be provided (e.g, via "alt", "longdesc", or in element content).		
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.		
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		

(d) Documents shall be organized so they are readable without requiring an associated style sheet.		
(e) Redundant text links shall be provided for each active region of a server-side image map.		
(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.		
(g) Row and column headers shall be identified for data tables.		
(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.		
(i) Frames shall be titled with text that facilitates frame identification and navigation		
(j) Pages shall be designed to avoid causing the screen to flicker with a 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.		
(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.		
(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).		
(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.		
(o) A method shall be provided that permits users to skip repetitive navigation links.		
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		

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.

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Section 1194.23 Telecommunications Products		
* Refer to ( <a href="http://www.access-board.gov/sec508/guide/1194.23.htm">http://www.access-board.gov/sec508/guide/1194.23.htm</a> ) for details on the guidelines listed below.		
Criteria	Supporting Features	Remarks and explanations
(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 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.		
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.		
(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.		
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		
(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.		
(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.		
(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.		
(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.		
(j) Products that transmit or conduct information or communication, shall 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.		
(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.		
(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.		
(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.		
(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.		

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[Section 1194.24 Video and Multi-media Products * Refer to ( <a href="http://www.access-board.gov/sec508/guide/1194.24.htm">http://www.access-board.gov/sec508/guide/1194.24.htm</a> ) for details on the guidelines listed below.		
Criteria	Supporting Features	Remarks and explanations
(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 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.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.		
(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.		
(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.		
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.		

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Section 1194.25 Self-Contained, Closed Products * Refer to ( <a href="http://www.access-board.gov/sec508/guide/1194.25.htm">http://www.access-board.gov/sec508/guide/1194.25.htm</a> ) for details on the guidelines listed below.		
Criteria	Supporting Features	Remarks and explanations
(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.		
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with 1194.23 (k) (1) 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.		
(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.		
(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.		
(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.		
(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.		
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(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.		
(j)(2) 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 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.		
(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.		
(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.		

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Section 1194.26 Desktop and Portable Computers		
* Refer to ( <a href="http://www.access-board.gov/sec508/guide/1194.26.htm">http://www.access-board.gov/sec508/guide/1194.26.htm</a> ) for details on the guidelines listed below.		
Criteria	Supporting Features	Remarks and explanations
(a) All mechanically operated controls and keys shall comply with 1194.23 (k) (1) through (4).		
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with 1194.23 (k) (1) through (4).		
(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.		
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards		

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Section 1194.31 Functional Performance Criteria		
Criteria	Supporting Features	Remarks and explanations
(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.		
(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.		
(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		
(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.		
(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.		
(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.		

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Section 1194.41 Information, documentation, and support		
Criteria	Supporting Features	Remarks and explanations
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.		
(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.		
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.		

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SDSU REQUESTOR NAME \_\_\_\_\_ PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

DEPARTMENT/UNIT \_\_\_\_\_ PRODUCT DESCRIPTION \_\_\_\_\_

PRODUCT USERS/USAGE \_\_\_\_\_

VENDOR NAME \_\_\_\_\_ REQUISITION NUMBER \_\_\_\_\_

ISO REVIEW DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

Prior to the issuance of a contract, the IT Security Office must review requests involving cloud computing and access to protected information. Since contracts and services can evolve over time, this checklist must be completed every contract revision or renewal to ensure we meet our obligations for securing data, systems, and networks. The completed checklist should be returned to the IT Security Office for review and signature. The IT Security Office will contact you with any questions related to this checklist. Once signed, the checklist will be forwarded to Contract and Procurement to proceed with the requisition.

- 1. Identification of cloud computing.** Check Yes (Y) or No (N) below to indicate any and all types of cloud services provided. If you answer yes to any of the rows in this section, download the Cloud Security Alliance CAIQ questions and submit them to the IT Security Office at [iso@sdsu.edu](mailto:iso@sdsu.edu). To avoid confusion or rework, contact [iso@sdsu.edu](mailto:iso@sdsu.edu) for guidance on completing the questions <https://cloudsecurityalliance.org/research/cai/>.

Circle Y or N	Types of Cloud Services	Procurement Use Only
<input type="checkbox"/> Y or <input type="checkbox"/> N	The vendor will provide hardware (servers, desktops, etc.) that will reside in a 3 <sup>rd</sup> party datacenter, or Infrastructure as a Service (IaaS).	CSA STAR must be submitted by the IaaS vendor
<input type="checkbox"/> Y or <input type="checkbox"/> N	The vendor will provide and manage servers that will reside in a 3 <sup>rd</sup> party datacenter, or Platform as a Service (PaaS).	CSA STAR must be submitted by the PaaS vendor
<input type="checkbox"/> Y or <input type="checkbox"/> N	The vendor will provide software that will be stored on servers in a 3 <sup>rd</sup> party datacenter, or Software as a Service (SaaS).	CSA STAR must be submitted by the SaaS vendor
<input type="checkbox"/> Y or <input type="checkbox"/> N	Multiple Vendors will provide hardware, servers, and/or software that will be stored in a 3 <sup>rd</sup> party datacenter. (IaaS, PaaS, or SaaS)	CSA STAR must be submitted by each vendor
<input type="checkbox"/> Y or <input type="checkbox"/> N	The vendor services will allow documents/data to be stored in a computer that resides in a 3 <sup>rd</sup> party datacenter.	CSA STAR must be submitted by the vendor

- 2. Identification of Protected Information.** Check Yes (Y) or No (N) below to indicate types of San Diego State University personal information to be collected, shared, accessed/transmitted, or stored by subcontractor or subcontractor's agent as part of the contract statement of work:

Circle Y or N	Protected Information	Procurement Use Only
<input type="checkbox"/> Y or <input type="checkbox"/> N	Passwords or credentials.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	PINs (Personal Identification Numbers).	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Private key (digital certificate)	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Name with Tax ID.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Name with driver's license number, state identification card, and other forms of national or international identification.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Name with birth date combined with last four digits of SSN.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Name with bank account or debit card information with any required security code, access code, or password that would permit access to an individual's financial account.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9

Circle Y or N	Protected Information	Procurement Use Only
<b>Name with personally identifiable information:</b>		
<input type="checkbox"/> Y or <input type="checkbox"/> N	Mother's maiden name.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Employee net salary.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Employment history (including recruiting information).	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Biometric information.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Electronic or digitized signatures.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Names of parents or other family member.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Birthplace (city, state, country).	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Race and ethnicity.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Gender.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Marital status.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Personal characteristics.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Physical description.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Name with credit card payment to SDSU merchant ID	1, 2, 3, 4, 5.1, 5.2, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Purchase of software to process name with credit card payment to SDSU merchant ID	1, 2, 3, 4, 5.1, 5.3, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Name with ACH payment to SDSU bank account	1, 2, 3, 4, 5.1, 5.4, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Medical records related to an individual (including disability information).	1, 2, 3, 4, 5.1, 5.5, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Psychological counseling records related to an individual	1, 2, 3, 4, 5.1, 5.5, 5.6, 6, 7, 8, 9
<b>Student name with personally identifiable educational records</b>		
<input type="checkbox"/> Y or <input type="checkbox"/> N	Birth date (full: mm-dd-yyyy).	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Birth date (partial: mm-dd only).	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Courses taken.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Schedule.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Test scores.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Financial aid received.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Advising records.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Educational services received.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Disciplinary actions.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Photograph.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Most recent educational agency or institution attended.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Participation in officially recognized activities and sports.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Weight and height of members of athletic team.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Grades	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	SDSU identification number (RedID).	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Race and ethnicity.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Gender.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Transcripts.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	E-mail addresses.	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Network or system vulnerability information	1, 2, 3, 4, 5.1, 5.6, 6, 7, 8, 9
<input type="checkbox"/> Y or <input type="checkbox"/> N	Does the subcontractor or agent employ more than 100 employees, access more than 500 individual pieces of information (e.g. 500 names and SSN, credit cards, medical records, or any combination) or conduct full SAS70 (type II) audits?	



Protected information is defined in the University Information Security Plan. As of this date the definitions are:

Section 3.6.1.1 Protected Level 1 information is information primarily protected by statutes, regulation, other legal obligation, or mandate. The CSU has identified standards regarding the disclosure of this type of information to parties outside the University and controls needed to protect the unauthorized access, modification, transmission, storage, or other use. Included in this level are:

- Passwords or credentials.
- PINs (Personal Identification Numbers).
- Private key (digital certificate).
- Name with credit card number.<sup>1</sup>
- Name with Tax ID.
- Name with government issued document numbers such as driver's license number, passport number, identification card number, immigration visa number, immigration card number, etc.
- Name with birth date combined with last four digits of SSN.
- Medical records related to an individual (including disability information).
- Psychological counseling records related to an individual.
- Name with bank account or debit card information with any required security code, access code, or password that would permit access to an individual's financial account.
- Name with personally identifiable information:
  - Mother's maiden name.
  - Employee net salary.
  - Employment history (including recruiting information).
  - Biometric information.
  - Electronic or digitized signatures.
  - Names of parents or other family member.
  - Birthplace (city, state, country).
  - Race and ethnicity.
  - Gender.
  - Marital status.
  - Personal characteristics.
  - Physical description.

Section 3.1.1.2 Protected Level 2 information must be guarded due to proprietary, ethical, or privacy considerations. The final authorities for approving departmental procedures for the use, storage, and dissemination of Protected Level 2 information are listed in Table 3-2. University standards will indicate the controls needed to protect the unauthorized access, modification, transmission, storage, or other use of:

- Student name with personally identifiable educational records:<sup>2</sup>
  - Birth date (full: mm-dd-yyyy).
  - Birth date (partial: mm-dd only).
  - Courses taken.
  - Schedule.
  - Test scores.

<sup>1</sup> Credit card number with expiration date and/or card verification code is also considered protected information.

<sup>2</sup> Media for educational records may include written documents (including student advising folders), computer media, microfilm and microfiche, video or audio tapes or CDs, film, or photographs.

- Financial aid received.
  - Advising records.
  - Educational services received.
  - Disciplinary actions.
  - Photograph.
  - Most recent educational agency or institution attended.
  - Participation in officially recognized activities and sports.
  - Weight and height of members of athletic team.
  - Grades.<sup>3</sup>
  - SDSU identification number (RedID).<sup>3</sup>
  - Race and ethnicity.<sup>3</sup>
  - Gender.<sup>3</sup>
  - Transcripts.<sup>3</sup>
  - E-mail addresses.<sup>3</sup>
- Employee name with personally identifiable employee information:
- Birth date (full: mm-dd-yyyy).
  - Birth date (partial: mm-dd only).
  - Emergency contact information (name, home address, phone, cell phone, pager).
  - Personal vehicle information.
  - Personal e-mail address.
  - Names of parents or other family members.
  - Payment history.
  - Employee evaluations.
  - Background investigations.
  - Photograph (voluntary for public display).
- Other:
- Legal investigations conducted by the University.
  - Sealed bids.
  - Trade secrets or intellectual property such as research activities.
  - Location of highly sensitive or critical assets (e.g., safes, check stocks, etc.).
  - Library circulation information.
  - Vulnerability or incident information.

The University Information Security Plan is the authoritative source for current definitions of protected information:

<http://security.sdsu.edu/iso/secplan.htm>

<sup>3</sup> Considered directory information by FERPA but considered non-directory information by SDSU for SDSU student employees.

## PROCUREX - Instructions to Suppliers

San Diego State University is working with Procurex to conduct RFP #6787 Campus Copier Program Reverse Auction. The process will include a supplier qualification survey (e-RFI) to prequalify vendors, vendor submission of unpriced proposals, and a live reverse auction for submission of pricing. See the RFP for schedule and details. Only prequalified suppliers will be invited to the reverse auction.

To participate, register your company at [www.procurexinc.com](http://www.procurexinc.com). This RFP entails a 3% Procurex Transaction Fee assessed to the awarded supplier (see separate Procurex Transaction Fee Agreement). There is **no cost to you** to register on Procurex or to respond to this RFP. Procurex is completely web-based and requires only a standard internet connection. You must disable any “popup blocker” software that may be installed on your web browser in order for everything to work properly. Your Procurex contact is Marty Barclay - Phone: 814-806-2867, email: [mbarclay@procurexinc.com](mailto:mbarclay@procurexinc.com).

### Instructions

1. Company Registration.

To register your company, click below or copy and paste the following link:

<https://sourcingssystem.procurexinc.com/theme/b4bnet/pages/register seller.aspx>. Upon approval, you will receive an email from [admin@procurexinc.com](mailto:admin@procurexinc.com) with your login ID and password. You can add other users using the “Maintain My Company Users” link (no cost for multiple users.)

2. Supplier Qualification Survey – See ProcurexRFISurvey-Seller Instructions.pdf

After you have your Procurex login, you will be emailed an invitation with instructions for completing the SDSU Campus Copier Program e-RFI survey. The survey consists of a series of questions and will allow you to upload document attachments for further detail.

3. Reverse Auction

If your company has been prequalified to bid in the reverse auction, Procurex will contact you with further instructions.

For technical problems or Procurex questions, contact the Procurex help desk at [service@procurexinc.com](mailto:service@procurexinc.com) or toll-free at 1-866-412-7161, option 1.

## Procurex Supplier Survey Questionnaire – Supplier Instructions

These instructions are also accessible on the “Help” link in the upper right of the Home screen on the Procurex Seller Account.

### eRFI Supplier Qualification Questionnaire

The electronic qualification questionnaire provides buyers with the opportunity to learn more about your products, capabilities, prices, and services prior to conducting a bidding event. Buyers can create an electronic questionnaire on Procurex and invite both existing and prospective suppliers to complete it.

You will receive an email inviting you to respond to the questionnaire on Procurex by the specific date determined by the buyer. After you have received this email invitation, you can access the questionnaire by clicking on the View Questionnaire link on the main menu.

### Respond to the eRFI Qualification Questionnaire

To access the eRFI qualification questionnaire, click on the View Questionnaire link on the main menu. This opens the View Questionnaires page where all questionnaires to which you are invited to participate are listed.

The questionnaires appear in the table in date order; status, number, name, inviting company, inviting buyer, progress status, open date, and close date associated with each questionnaire are all displayed. Click on the Questionnaire Name to open and respond to an active questionnaire.

Once you have finalized your responses, you can submit your responses by clicking the Submit (finalize responses) button. A confirmation message will be displayed verifying that your responses were saved and submitted. You can modify your responses anytime until the closing date and time have been reached. Note that the buyer will be able to view your responses once you have finalized and submitted them.

If you wish to save, but not yet submit your responses, click on the Save Responses (without submitting) button. Your responses will be saved, allowing you to complete the questionnaire at a later time. Neither the buyer nor other members of your selling company will be able to read your responses until they are submitted. Keep in mind that you need to complete the questionnaire prior to the closing date.

Note that once the closing date and time of the questionnaire have been reached, you will not be able to respond to the questionnaire. In this case, contact the buyer directly for further instructions.

### View Buyer eRFI Documents

When creating an eRFI, buyers can optionally attach one or more documents to the questionnaire. You can view these documents by clicking on the 'View Documents' link at the top of the View Questionnaire page. This will open the page that lists all the documents that the buyer has attached to the eRFI. You can click on the name of each document to open and view it.

### Add and View Your Company Documents to eRFI Response

You can optionally attach one or more documents to your eRFI response. To do this, click on 'Attach' your company documents link at the top of the 'View Questionnaire' page. You can also view the documents that you attach to an eRFI by clicking on 'View' your company documents link.

The Add Documents window allows you to upload a document from your PC or network to the Procurex database. Once a document is uploaded to Procurex, it can then be associated to your response to an eRFI. More than one document can be attached to the same eRFI.

To upload a document

- 1) Enter the path name of your file in the Document Filename box or click on the Browse button to select the file name of the document you want to upload.
- 2) In the Document Name box, enter the name you wish to assign to the document.
- 3) Click on the Upload button.
- 4) The document will then be stored on Procurex and the document name will appear in the Available Documents box.

To attach an available document to an eRFI response:

- 1) In the Available Documents box, click on the document you wish to associate with the eRFI. This will highlight the selected document. (To select more than one document at a time to associate, press the Shift key while selecting the documents.)
- 2) Use the --> button to include the selected document with your eRFI response into the Associated Documents box.
- 3) The document name will then appear in the Associated Documents box.

Click on the Add Documents button, which is located at the bottom of the Create Question or View Responses page. Move all documents you wish to include with your eRFI response into the Associated Documents window by using the Add Documents button.

## Document/ File Types

Procurex will allow you to upload almost any electronic document type. However, to avoid problems with buyers viewing your documents, it is recommended that you only upload documents with the file extensions shown in the table below. This list is based on the most widely supported file types.

<b>Preferred document types:</b>		
<b>Document type</b>	<b>File Extension</b>	<b>Opens With</b>
Text or drawing documents	.pdf	Adobe Acrobat
Images	.jpg or .jpeg	most internet browsers
<b>Recommended:</b>		
Text documents	.doc or .txt	MS Word, text editors
Drawings/blueprints	.ras	CAD programs
Spreadsheet	.xls	MS Excel
Drawing/picture	.ppt	MS Powerpoint

To view the documents that you have attached to an eRFI, click on the 'View' your company documents link at the top of the 'View Questionnaire' page. This will open the page that lists all



document link to open and view it.

## **View Completed eRFI Questionnaires - Sellers**

You can view your completed questionnaires at anytime by clicking on View Questionnaires on the main menu. This opens the View Questionnaires page where all your questionnaires are listed.

The questionnaires appear in the table in date order; status, number, name, inviting company, inviting buyer, progress status, open date, and close date associated with each questionnaire are all displayed. The User's Progress associated with each questionnaire indicates whether the questionnaire is Not Started, In-Progress, or Completed.

Click on the completed questionnaire name to open and view your responses.

You can modify your responses to the questionnaire at any time until the scheduled closing date and time have been reached.





# Reverse Auction Transaction Fee Agreement

This Agreement is entered into as of March 24, 2015 (the "Effective Date") by and between Procurex, Inc. located at 130 W 8th Street, Suite 203, Erie, PA 16501, and ("Seller")

\_\_\_\_\_, with a principal place of business located at \_\_\_\_\_ . The agreement covers the Transaction Fee associated with an online reverse auction bid event for San Diego State University RFP #6787 Campus Copier Program Reverse Auction being conducted by Procurex. If Seller is awarded a purchase commitment by the Buyer for goods/services being bid, Seller agrees to pay to Procurex a Transaction Fee equal to 3.0% of the total purchase amount.

1. Payment Terms: Net 30 from invoice date to the Buyer for any applicable purchases made from Seller.
2. The winning supplier will add Procurex, Inc. into the suppliers Accounts Payable process to expedite payment processing.
3. There is no fee to suppliers to register on Procurex, receive bid invitations, or to participate in the online bid process. The transaction fee only applies to the winning supplier after contract has been awarded.
4. Seller understands that (Buyer), in their sole discretion, will determine the winning Bidder. (Buyer) and Seller understand and agree that any purchase award for the goods/services being bid in this reverse auction is contingent upon payment of the Procurex Transaction Fee.
5. (Buyer) will provide to Procurex all Bid Specifications required by Seller to evaluate the opportunity and prepare their response.
6. (Buyer) will provide Procurex with details of any purchases made of the goods/services being bid in this reverse auction in order for Procurex to generate the Seller Transaction Fee invoice.
7. Procurex will assist both (Buyer) and Seller as needed to finalize the contract or purchase award.

Accepted, and Agreed To:

For Seller: \_\_\_\_\_

For Procurex, Inc:

Signed: \_\_\_\_\_

**Martin Barclay**

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

Title: Chief Operating Officer

Title: \_\_\_\_\_

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

Line #	Reference Model #	QTY.	PPM	BW/Color	# of lease months	Base Monthly Lease Bid Price	BW CLICKS/MONTH	B/W price/click	COLOR CLICKS/MONTH	Color price/click	Fax Qty.	Fax Unit Price	Stapling/Finishing Qty.	Stapling/Finishing Unit Price	Saddle Stitch Stapler Qty	Saddle Stitch Unit Price	Staple Folding Qty.	Staple Folding Unit Price	Hole Punch Qty.	Hole Punch Unit Price	Postscript Qty.	Postscript Unit Price	Cassettes Qty.	Cassettes Unit Price	LCT Qty.	LCT Unit Price	Extended Bid Price	Bidder's Proposed Model #
1	MX-8201D	4	20	BW	42	\$ -	1,215	\$ -	-	\$ -	4	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	-
2	MX-C311	4	31	BW/Color	42	\$ -	2,895	\$ -	1,478	\$ -	1	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	
3	MX-2610N	30	26	BW/Color	42	\$ -	91,262	\$ -	28,982	\$ -	14	\$ -	13	\$ -	-	\$ -	-	\$ -	-	\$ -	-	12	\$ -	2	\$ -	-	\$ -	
4	MX-M314N	1	31	BW	42	\$ -	-	\$ -	-	\$ -	1	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	
5	MX-3110N	27	31	BW/Color	42	\$ -	60,207	\$ -	16,825	\$ -	8	\$ -	13	\$ -	-	\$ -	-	\$ -	3	\$ -	9	\$ -	5	\$ -	2	\$ -	\$ -	
6	MX-3610N	26	36	BW/Color	42	\$ -	33,946	\$ -	17,681	\$ -	10	\$ -	12	\$ -	-	\$ -	-	\$ -	4	\$ -	6	\$ -	8	\$ -	1	\$ -	\$ -	
7	MX-4101N	29	41	BW/Color	42	\$ -	321,772	\$ -	105,866	\$ -	16	\$ -	37	\$ -	-	\$ -	6	\$ -	16	\$ -	33	\$ -	37	\$ -	10	\$ -	\$ -	
8	MX-A503N	13	50	BW	42	\$ -	23,994	\$ -	-	\$ -	1	\$ -	3	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	1	\$ -	-	\$ -	\$ -	
9	MX-5001N	3	50	BW/Color	42	\$ -	72,849	\$ -	33,187	\$ -	7	\$ -	9	\$ -	3	\$ -	-	\$ -	3	\$ -	11	\$ -	10	\$ -	3	\$ -	\$ -	
10	MX-7001N	4	70	BW/Color	42	\$ -	91,674	\$ -	13,947	\$ -	2	\$ -	6	\$ -	-	\$ -	-	\$ -	4	\$ -	3	\$ -	3	\$ -	1	\$ -	\$ -	
11	MX-A753N	7	75	BW	42	\$ -	134,740	\$ -	-	\$ -	1	\$ -	5	\$ -	-	\$ -	-	\$ -	-	\$ -	3	\$ -	-	\$ -	3	\$ -	\$ -	

Fill in unit prices for ALL models and ALL options, list your proposed model # (equivalent or better than the reference model), and enter the Total in the Procure Reverse Auction. Your auction bid price must include all lines, all options, and all quantities on this sheet.

By close of business the day following the live reverse auction, email this file showing your price detail to mbarclay@procurexinc.com. Your price detail sheet must have the exact same total bid price as your final (lowest) bid price in the reverse auction.



```

HH|1150219|bs_preai_1150219.txt|864.15|7|19/02/15|
|||||
|||||
1150219|BSERVICES|UCYCTR_INT_ST_COPY|LINE|1002||19-Feb-2015|19-Feb-
2015|5710013278-0215||44007.999.66030.1080.1006.1001.0000|1|Copier
Charges for 0215 - 8899
copies|1|123.45|123.45||||63017.270.66400.1015.1006.3606.0000|
|||||
1150219|BSERVICES|UCYCTR_INT_TRST_COPY|LINE|1001||19-Feb-2015|19-Feb-
2015|5710006371-0215||67010.621.66405.3200.5440.4107.0000|1|Copier
Charges for 0215 - 959
copies|1|123.45|123.45||||63017.270.58094.0000.5434.5001.0000|
|||||
1150219|BSERVICES|UCYCTR_INT_S_CPY_2-3|LINE|1001||19-Feb-2015|19-Feb-
2015|5710006394-0215||67010.621.66405.3200.2051.4107.0000|1|Copier
Charges for 0215 - 1045
copies|1|123.45|123.45||||63017.270.58096.0000.5434.5001.0000|
|||||
1150219|BSERVICES|UCYCTR_AUX_COPY|LINE|1000||19-Feb-2015|19-Feb-
2015|5710006763-0215||00000.000.10320.0000.5434.9002.0000|1|Copier
Charges for 0215 - 4212
copies|1|123.45|123.45||||63017.270.58095.0000.5434.5001.0000|FOUNDATION
|D21719|
|||||
1150219|BSERVICES|UCYCTR_AUX_COPY|LINE|1004||19-Feb-2015|19-Feb-
2015|5710006666-0215||00000.000.10320.0000.5434.9002.0000|1|Copier
Charges for 0215 - 3949 copies|1|123.45|123.45||||Attn: Tyson,
Raven|63017.270.58095.0000.5434.5001.0000|ASSOCIATED
STUDENTS|V956042622|
|||||
1150219|BSERVICES|UCYCTR_AUX_COPY|LINE|1005||19-Feb-2015|19-Feb-
2015|5710006669-0215||00000.000.10320.0000.5434.9002.0000|1|Copier
Charges for 0215 - 5012 copies|1|123.45|123.45||||Attn: Smith,
Joe|63017.270.58095.0000.5434.5001.0000|AZTEC
SHOPS|V950516240|
|||||
1150219|BSERVICES|UCYCTR_EXT_COPY|LINE|1008||19-Feb-2015|19-Feb-
2015|5710006838-0215||00000.000.10320.0000.5434.9002.0000|1|Copier
Charges for 0215 - 6654
copies|1|123.45|123.45||||63017.270.58040.0000.5434.5001.0000|EXTERNAL|D
59781|Attn: Manuel Hernandez|5500 Campanile Dr.|San Diego, CA, 92182-
7245|
|||||

```

## SDSU Header and Line Record Document

## Header Record

Field	Data Type	Size	Description
Header	Character	2	Must be 'HH'
Feed_Number	Number	15	A unique numeric identifier for the feed beginning with "1" then YYMMDD. i.e. <b>1150219</b>
Source File Name	Character	50	"bs_preai_Feed Number" i.e. <b>bs_preai_1150219.txt</b>
Absolute Amount	Character	7	The sum of the extended amount column. <b>If negative still treat as positive.</b>
Number of Lines in the file.	Character	50	The total number of lines in the file NOT including the header record.
Date File Generated	Date	8	Format DD/MM/RR <b>19/02/15</b>

## Line Record

Field	Data Type	Max size	Description
Feed No.	Numeric		Same as above
Batch Source Name	Character	50	BSERVICES
Transaction Type	Character	50	<b>See Oracle Feed Structure document</b>
Line type	Character	20	LINE
Oracle Bill to Cust ID	Numeric	15	<b>See Oracle Feed Structure document</b>
Oracle Bill to Site ID	Numeric	15	Blank
Invoice date	Date	DD-MON-YYYY	Chargeback date i.e. 19-APR-2015
GL date	Date	DD-MON-YYYY	Chargeback date i.e. 19-APR-2015
Bill no. from external system	Character	30	Copier ID Number-MMY
Payment Terms ID	Character	15	Blank
Customer Debit Account	Character	35	<b>See Oracle Feed Structure document</b>
Line Number	Numeric		1
Line Description	Character	240	Copier Charges for MMY - Total copies
Quantity	Numeric		1
Price	Numeric		Total Charge
Extended Amount	Numeric		Same as Price
Sales Tax Code	Character	50	Blank
Unit of Measure	Character	3	Blank
PO number	Character	50	Department PO number if applicable
SO/ WO number	Character	50	Attn: Name (required if ASSOCIATED STUDENTS, AZTEC SHOPS or FOUNDATION account)
Credit Acct [revenue]	Character	35	<b>See Oracle Feed Structure document</b>
Bill to name	Character	150	Sometimes used if ASSOCIATED STUDENTS, AZTEC SHOPS or FOUNDATION account
Vendor ID	Character	150	Required if ASSOCIATED STUDENTS, AZTEC SHOPS or FOUNDATION account i.e. <b>V956042622</b>
Red ID Number	Character	150	Blank
Addr 1	Character	150	Attn: Name (required if External account)
Addr 2	Character	150	Address (required if External account)
City, State, Zip, Country	Character	150	City, State, Zip (required if External account)
3d Party Acct No.	Character	150	Blank
Additional_Field_08	Character	150	Blank
Additional_Field_09	Character	150	Blank
Additional_Field_10	Character	150	Blank
Additional_Field_11	Character	150	Blank
Additional_Field_12	Character	150	Blank
Additional_Field_13	Character	150	Blank
Additional_Field_14	Character	150	Blank
Additional_Field_15	Character	150	Blank
Additional_Field_16	Character	150	Blank
Additional_Field_17	Character	150	Blank
Additional_Field_18	Character	150	Blank
Additional_Field_19	Character	150	Blank
Additional_Field_20	Character	150	Blank

**SDSU Oracle Feed File Structure Document**

The following are valid transaction types and the cases where they will be used:

Transaction Type	Logic
UCYCTR_INT_ST_COPY	If the 5th segment in the Customer Debit Account is less than 1007 then this type is used.
UCYCTR_INT_TRST_COPY	If the 5th segment in the Customer Debit Account is greater than 1006 and not between 2000 And 3999 then this type is used.
UCYCTR_INT_S_CPY_2-3	If the 5th segment in the Customer Debit Account is between 2000 and 3999 then this type is used.
UCYCTR_AUX_COPY	If the 1st segment in the Customer Debit Account is 00000 then this type is used.
UCYCTR_EXT_COPY	If the Vendor ID field is not blank, D21719 or V* then this type is used.

**The Oracle Bill To Cust ID is set as follows:**

Transaction Type	Oracle Bill to Cust ID
UCYCTR_INT_ST_COPY	1002
UCYCTR_INT_TRST_COPY	1001
UCYCTR_INT_S_CPY_2-3	1001
UCYCTR_AUX_COPY	If the VendorID field is set to D21719, then this is set to 1000. If the VendorID field is set to V956042622, then this is set to 1004. If the VendorID field is set to V950516240, then this is set to 1005.
UCYCTR_EXT_COPY	1008

**The Customer Debit Account in the line record is set as follows:**

If the Transaction Type is UCYCTR\_AUX\_COPY or UCYCTR\_EXT\_COPY then the account used in the line detail is:  
 00000.000.10320.0000.5434.9002.0000

If the Transaction Type is UCYCTR\_INT\_ST\_COPY, UCYCTR\_INT\_TRST\_COPY, or UCYCTR\_INT\_S\_CPY\_2-3 then this field will be an individual account number for each copier. A list of these Customer Debit Account Numbers will be provided.

**The Credit Acct field in the line detail is set as follows:**

Transaction Type	Credit Account
UCYCTR_INT_ST_COPY	63017.270.66400.1015.1006.3606.0000
UCYCTR_INT_TRST_COPY	63017.270.58094.0000.5434.5001.0000
UCYCTR_INT_S_CPY_2-3	63017.270.58096.0000.5434.5001.0000
UCYCTR_AUX_COPY	63017.270.58095.0000.5434.5001.0000
UCYCTR_EXT_COPY	63017.270.58040.0000.5434.5001.0000

**Bill To Name is as follows:**

Transaction Type	Bill To Name
UCYCTR_INT_ST_COPY	Blank
UCYCTR_INT_TRST_COPY	Blank
UCYCTR_INT_S_CPY_2-3	Blank
UCYCTR_AUX_COPY	Customer Long Name. For example: FOUNDATION, AZTEC SHOPS, ASSOCIATED STUDENTS
UCYCTR_EXT_COPY	EXTERNAL

**Vendor ID is as follows:**

Transaction Type	Bill To Name
UCYCTR_INT_ST_COPY	Blank
UCYCTR_INT_TRST_COPY	Blank
UCYCTR_INT_S_CPY_2-3	Blank
UCYCTR_AUX_COPY	FOUNDATION is D21719 ASSOCIATED STUDENTS is V956042622 AZTEC SHOPS is V950516240
UCYCTR_EXT_COPY	Assigned "D" number

FeedNO	BatchSourceName	TransactionType	LineType	OracleBillToCustID	OracleBillToSiteID	InvoiceDate	GLDate	BillNOFromExternalSystem	PaymentTermsID
1150219	BSERVICES	UCYCTR_INT_ST_COPY	LINE	1002		19-Feb-15	19-Feb-15	5710013278-0215	
1150219	BSERVICES	UCYCTR_INT_TRST_COPY	LINE	1001		19-Feb-15	19-Feb-15	5710006371-0215	
1150219	BSERVICES	UCYCTR_INT_S_CPY_2-3	LINE	1001		19-Feb-15	19-Feb-15	5710006394-0215	
1150219	BSERVICES	UCYCTR_AUX_COPY	LINE	1000		19-Feb-15	19-Feb-15	5710006763-0215	
1150219	BSERVICES	UCYCTR_AUX_COPY	LINE	1004		19-Feb-15	19-Feb-15	5710006666-0215	
1150219	BSERVICES	UCYCTR_AUX_COPY	LINE	1005		19-Feb-15	19-Feb-15	5710006669-0215	
1150219	BSERVICES	UCYCTR_EXT_COPY	LINE	1008		19-Feb-15	19-Feb-15	5710006838-0215	

CustomerDebitAccount	LineNumber	LineDescription	Quantity	Price	ExtendedAmount	SalesTaxCode	UnitOfMeasure	PONumber	SO_WONumber
44007.999.66030.1080.1006.1001.0000	1	Copier Charges for 0215 - 8899 copies	1	123.45	123.45				
67010.621.66405.3200.5440.4107.0000	1	Copier Charges for 0215 - 959 copies	1	123.45	123.45				
67010.621.66405.3200.2051.4107.0000	1	Copier Charges for 0215 - 1045 copies	1	123.45	123.45				
00000.000.10320.0000.5434.9002.0000	1	Copier Charges for 0215 - 4212 copies	1	123.45	123.45				
00000.000.10320.0000.5434.9002.0000	1	Copier Charges for 0215 - 3949 copies	1	123.45	123.45				
00000.000.10320.0000.5434.9002.0000	1	Copier Charges for 0215 - 5012 copies	1	123.45	123.45				
00000.000.10320.0000.5434.9002.0000	1	Copier Charges for 0215 - 6654 copies	1	123.45	123.45				

Attn: Tyson, Raven  
 Attn: Smith, Joe

CreditAcct	BillToName	VendorID	RedID	Addr1	Addr2	CityStateZipCountry
63017.270.66400.1015.1006.3606.0000						
63017.270.58094.0000.5434.5001.0000						
63017.270.58096.0000.5434.5001.0000						
63017.270.58095.0000.5434.5001.0000	FOUNDATION	D21719				
63017.270.58095.0000.5434.5001.0000	ASSOCIATED STUDENTS	V956042622				
63017.270.58095.0000.5434.5001.0000	AZTEC SHOPS	V950516240				
63017.270.58040.0000.5434.5001.0000	EXTERNAL	D59781		Attn: Manuel Hernandez	5500 Campanile Dr.	San Diego, CA, 92182-7245

3rdPartyAcctNo	Additional_Field_08	Additional_Field_09	Additional_Field_10	Additional_Field_11	Additional_Field_12	Additional_Field_13	Additional_Field_14	Additional_Field_15	Additional_Field_16
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Additional Field 17	Additional Field 18	Additional Field 19
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## Question and Answers for Bid #6787 - Campus Copier Program - Reverse Auction

### Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Apr 9, 2015 7:00:00 AM PDT