

CALIFORNIA STATE UNIVERSITY SAN BERNARDINO
REQUEST FOR PROPOSAL
For
~On Campus Retail Banking Service~

PROPOSAL DATA

Proposal Number: RFP # SBCMP0000034247, October 23, 2012
Description: On Campus Retail Banking Service
Contacts: Amy Beran, Buyer, Purchasing Office
(909) 537-5145 FAX (909) 537-5903 E-mail: aberan@csusb.edu
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Risk Management
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PROPOSAL REQUIREMENTS

DEADLINE FOR QUESTIONS: Thursday, November 1, 2012 at 2:00 p.m. (Please submit all questions to <http://www.bidsync.com>)

PROPOSAL DUE DATE (Original plus 4 copies – Instructions on page 8)

Date: Thursday, November 15, 2012
Time: 2:00 p.m.
Location: Purchasing Office, Sierra Hall, Room 125
5500 University Parkway, San Bernardino, CA 92407
(Visit the following web site <http://www.csusb.edu/MapsDirections/>)

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

*(CSUSB encourages contractors to register with BidSync. Notifications will be transmitted from this source and forms may be downloaded from this website.)

Exhibit A: General RFP Information
Exhibit B: Proposal Certification Form
Exhibit C: Small Business Preference and Certification Request
Exhibit D: Sample Agreement and General Provisions
Exhibit E: CSUSB Confidential Disclosure Agreement
Appendix A: Proposed Location
Appendix B: Model Lease
Appendix C: Guide VPAT

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

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

RFP SBCMP0000034247

~On Campus Retail Banking Service~

TABLE OF CONTENTS

	<u>Page</u>
EXHIBIT A	REQUEST FOR PROPOSALS
• SECTION I.	INTRODUCTION..... 3
• SECTION II.	SCHEDULE OF EVENTS..... 4
• SECTION III.	SCOPE OF SERVICES 5
• SECTION IV.	PROPOSAL FORMAT/SUBMITTALS..... 6
• SECTION V.	RESPONSE REQUIREMENTS..... 8
• SECTION VI.	EVALUATION AND AWARD CRITERIA..... 9
• SECTION VII.	TENANT IMPROVEMENT POLICY 11
	❖ Exhibit A, Attachment No. 1, Proposer's Qualifications
	❖ Exhibit A, Attachment No. 2, References
	❖ Exhibit A, Attachment No. 3, Cost Proposal
EXHIBIT B	PROPOSAL CERTIFICATION FORM
EXHIBIT C	SMALL BUSINESS PREFERENCE CERTIFICATION
EXHIBIT D	SAMPLE AGREEMENT & GENERAL PROVISIONS
EXHIBIT E	CSUSB CONFIDENTIAL DISCLOSURE AGREEMENT
APPENDIX A	PROPOSED LOCATION
APPENDIX B	MODEL LEASE
APPENDIX C	VOLUNTARY PRODUCT EVALUATION TEMPLATE (VPAT)

SECTION I: INTRODUCTION

INTENT: California State University, San Bernardino (CSUSB) is seeking qualified contractor(s) to provide all equipment, hardware, software, related equipment, and staffing necessary to provide an on campus retail bank branch to the University Hall Building. Banking Institutions must be chartered under existing Federal or State of California laws to provide banking services for CSUSB students, staff, faculty and associated auxiliary employees.

This RFP is designed with the anticipation that the business will be awarded to a single financial institution.

The anticipated term of the contract is ten (10) years. The University may have the option to renew the agreement under existing terms and conditions for two (2) consecutive thirty-six (36) month period options by mutual agreement of both parties.

California State University, San Bernardino operates year-round, but with a significantly lower student population during the summer months, and a three (3) week winter break period in December. The location for the bank branch is on the main floor of University Hall.

The University is seeking to sublease approximately 207 square feet of space in University Hall (Room 171A), which is located in the southern front of the University campus, near the University Parkway entrance. Beginning in the Spring 2013 Quarter, the University is seeking to sublet to a financial services firm which would provide banking services to the entire campus community. Our goals are to provide a convenient on-campus location whereby the faculty, staff and students may access full banking services as well as achieve the best overall value arrangement in support of the University as described in this RFP. Banking services shall be consistent with that of a branch operation. This would include the provision of savings/checking accounts and teller services.

The selection will be made to the firm whose proposal will be the most advantageous to the University community. The selection will be made based on the evaluation criteria outline in this RFP. Any contract will be awarded to the firm that possesses the ability, resources, and commitment necessary to faithfully fulfill the provisions of the contract based on the requirements of this RFP.

Upon award of the contract for on-campus banking services at California State University, San Bernardino, the contractor will have the opportunity to expose its products and influence the future banking habits of a faculty and staff population of over 1,600 and also have access to a student population of over 18,000 including approximately 1,400 students currently living in residential housing on campus.

The University reserves the right to reject any or all proposals, and to contract in the best interests of the University.

SECTION II: SCHEDULE OF EVENTS

Release of Request for Proposal	Tuesday, October 23, 2012
Deadline for Receipt of Written Questions (2:00 p.m.)	Thursday, November 1, 2012
Deadline for Receipt of Proposal Packages (2:00 p.m.) <i>(Original plus 4 copies – Binding Instructions on page 9)</i>	Thursday, November 15, 2012
Notice of Short List (Finalists)	Tuesday, November 20, 2012
Finalists Presentation/Interview <i>(The University will have the top 3 finalists participate in a presentation/interview session. Please mark your calendar with these dates for potential presentation/interview.)</i>	Wednesday, December 5, 2012 - Thursday, December 6, 2012
Notice of Intent to Award	Thursday, December 13, 2012
Contract Awarded	Thursday, December 20, 2012

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

SECTION III: SCOPE OF SERVICES

1. SCOPE OF SERVICES

The University is seeking a bank/financial institution to enter into a multi-year agreement to provide a full service, on-campus bank branch.

The objective of this RFP is to select a service provider who best addresses:

- The service needs of a student centric university environment and
- The broadest range of banking services at the lowest cost/highest rate of return to the University and
- The highest lease offer package for the available space.

The successful contractor awarded, through this RFP process, shall enter into an operating agreement with a term of ten (10) years, with the possibility of additional years added if required.

Submissions are required to respond to each of the RFP sections individually. Failure to comply substantively and comprehensively with the RFP may cause the submission to be deemed non-responsive.

There will be a mandatory presentation/interview for the top three (3) finalists to take place between December 5th and 6th, 2012 in order for their response to be considered.

Respondents are requested to submit a proposal which is directly responsive to the items, conditions, specifications, and all other documents referred to in this RFP. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the University.

Upon review and scoring by the evaluation committee, the University has the right to accept the best proposal submitted, without discussion or negotiation. However, the University also reserves the right to request additional information and discuss the Contractor's proposal with the evaluation committee to facilitate arrival at a contract most advantageous to the University. Decision by the University is final.

The selected contractor agrees to enter into an agreement substantially in accordance with the terms, conditions and requirements stated herein. The University reserves the right to negotiate changes to the plan of service and/or fee schedule, as may be in its interest, prior to entering into a contract for the services herein.

The selected contractor agrees to enter into an agreement with the commitment to the University for the term of the agreement. The University anticipates that additional services may arise during the term of this contract and extensions may be awarded, if needed, at the University's discretion.

The University is disclosing that, at the current time, there is a Bank of America Automatic Teller Machine (ATM) located in the Santos Manuel Student Union, and a U.S. Bank ATM located in University Hall. The University is also at the midpoint of a banking partnership with U.S. Bank that connects the Coyote OneCard (CSU San Bernardino's identification cards) with optional checking or savings accounts, allowing the OneCard to be used as an ATM card. This agreement is active for the next three (3) years.

SECTION IV: PROPOSAL FORMAT/SUBMITTALS

All proposers must submit the following with their proposals to be considered responsive. Proposers shall elaborate on each question asked below and respond using the same Proposal Format, associating your answers to the referenced categories and questions.

1. COMPANY PROFILE/QUALIFICATION/REFERENCES

PROPOSERS ARE REQUIRED TO HAVE BEEN IN BUSINESS, PROVIDING BANKING SERVICES FOR AT LEAST FIVE (5) YEARS.

- a) Complete Attachment No. 1 – Proposers Qualifications Statement. Include a copy of your most recent Statement of Condition.
- b) Complete Attachment No. 2 – References Statement (provide a list of reference of higher education institutions which demonstrate experience in providing programs similar in nature required by this RFP. Include company/institution name and address, and name, title and telephone number of person to contact).
- c) Complete Appendix C – A Voluntary Product Evaluation Template (VPAT) must be completed for all electronic items involved in transactions between the teller and students, staff or faculty.

2. SCOPE OF SERVICES – The Scope of Services shall include the following information:

- a) An executive summary describing the firm’s approach to satisfy this business need, clearly indicating basic banking services, optional services, and/or alternatives. Specific considerations being offered by the firm should be listed.
- b) Financial services consisting of:
 - Full service branch operation including teller services. Branch must be open for business five days a week, Monday – Friday, between 10:00am and 3:00pm (minimum hours). Additional hours would be desirable.
 - Reduced financial service fees to the community for banking services.
 - Financial services considerations also include, but are not limited to a full service branch offering cash transactions, savings and checking accounts, and teller services. These services shall be made available to the students, staff and faculty, and to University student clubs.
 - Student services considerations are an integral component of these business needs including, but not limited to free checking accounts for students and student clubs.
- c) Educational related services considerations are an integral component of this business need, and may include, but are not limited to special workshops and/or seminars provided for first-time freshmen through Student Orientation, Advising and Registration (SOAR). These workshops would cover such subject areas as budgeting, managing personal finances, and responsible credit card practices.
- d) Optional – Desirable considerations at the contractor’s discretion:
 - University Support – provide support to University educational scholarship program(s).

- Student Support – student employment, student internship and student mentorship opportunities.
 - University Sponsorships – Offer sponsorship(s) to University programs and events, colleges, Athletics and auxiliaries.
 - Respondents to this RFP should consider additional product/service exposure and marketing opportunities to include New Student and Transfer Orientation Programs, Campus Newspaper advertising, and on campus poster, flyer, and banner advertising.
- e) Respondent shall provide a detailed timeline and project milestones for the period beginning with contract award through the banking on campus opening projected for April 1, 2013.
- f) Respondent will define infrastructure requirements related to such matters as phone service, IT services, security and emergency response.
- g) Respondents shall familiarize themselves with the Tenant Improvement Policy in Section VII.
- h) Respondents should refer to the floor plan for the actual location of the banking center.
3. COST PROPOSAL – Respondent’s Cost Proposal shall contain the following information:
- a) Complete Attachment No. 3 – Cost Proposal

SECTION V: RESPONSE REQUIREMENTS

RECEIPT OF PROPOSAL PACKAGES:

Packages (**1 original and 4 copies**) shall be received at the Purchasing Office, Sierra Hall Room 125, until 2:00 p.m., Thursday, November 15, 2012.

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

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

- The name of the Proposer
- Buyer: Amy Beran, Buyer, Purchasing Office
- RFP # SBCMP0000034247
- The Date and Time proposal is due (Thursday, November 15, 2012 @ 2:00 p.m.)

It is the responsibility of the proposer to see that the proposal is received by the proper personnel, at the proper location, and in the time as stated in this RFP. Any proposal not meeting these requirements will be disqualified from consideration, whether or not the proposals are actually opened at the time specified. The proposer is cautioned that delays caused by public or private mail systems, the University's mail system, or any other delivery agent will not excuse the proposer from the obligation to submit the proposal as required in this paragraph.

To facilitate the evaluation process, Proposers are encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

- Criteria 1: Company Profile/References
- Criteria 2: Scope of Services and Timeline
- Criteria 3: Lease Terms
- Criteria 4: Implementation Plan
- Criteria 5: Cost Proposal
- Criteria 6: Value Added Options
- Criteria 7: Small Business Preference – Exhibit C

ADDITIONAL INFORMATION/QUESTIONS

Requests for additional information or clarification shall be submitted on www.bidsync.com no later than Thursday, November 1, 2012 at 2:00 p.m.

Proposers shall not contact other employees of the University concerning this request during the proposal process.

NEGOTIATIONS AND BEST AND FINAL OFFER

Upon review and scoring by the evaluation committee, California State University San Bernardino 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 the Contractor's proposal with the evaluation committee to facilitate arrival at a contract most advantageous to the University. If the evaluation committee determines that further discussion is in the best interest of the University, the Purchasing Office will invite qualified Proposers to attend a final meeting and/or provide an oral presentation at a time to be determined. Decision by the University is final.

SECTION VI: EVALUATION AND AWARD CRITERIA

EVALUATION

California State University, San Bernardino shall select the proposer that is the best qualified to fulfill the specifications of the Request for Proposal. Proposals meeting the format requirements will be submitted to an evaluation committee comprised of University personnel. Responses will be reviewed, evaluated and scored. The committee will assess client satisfaction through interview with current users. At the conclusion of this review and tally of score, the three highest scoring proposers deemed by the University as having provided the most effective approach to this request will advance to the presentation finals. Final award shall be based on proposal submitted and presentation.

The University reserves the right, at its sole discretion, to reject any and all proposals. Award shall be made from the “short list” of qualified proposers and in the best interest of the State. Further, the University reserves the right to award to **one or more** proposers and to waive any minor irregularities it feels are immaterial to this award. The decision of the University is final.

AWARD CRITERIA

Each of the following criteria will be scored in accordance with the points referenced below for a total of **500** points. (Additional points are possible if Proposer is a Certified Small Business).

Criteria 1: General Information – Qualifications/References

Evaluation Item	Points Available
Provide a brief summary of the organizations overall qualifications to provide the services requested in this RFP. Complete attachments 1 and 2 (additional sheets may be attached if necessary)	
a) Complete Attachment No. 1 – Proposers Qualifications	50
b) Complete Attachment No. 2 – References	50

Criteria 2: Scope of Services

Evaluation Item	Points Available
Provide an executive summary, which describes the services you will provide and how it will address the needs, objectives and requirements outlined in Section IV.	50
Scope of Services (Items 2a through 2d) Timeline (Item 2e)	150

Criteria 3: Cost Proposal

Evaluation Item	Points Available
Complete Attachment No. 3 – Cost Proposal	
Banking service fees and discounts offered to CSU, San Bernardino	100
Monthly rental payment	50
Educational scholarships	25
Sponsorships	25

SUB TOTAL WRITTEN POINTS AVAILABLE 500

Criteria 6: Small Business

Evaluation Item	Points Available
If you are a certified small business (See Exhibit A, Page 12 and complete Exhibit C) 5% of the total points available will be applied to your score.	25

WRITTEN TOTAL POINTS W/SB 525

Semifinalist – Interview

Upon review and scoring by the evaluation committee, CSUSB has the right to accept the best proposal as submitted without further review. The University may, however, interview and the following additional points would be available to the finalists.

Evaluation Item	Points Available
At the conclusion of this review and tally of scores, the three highest scoring proposers deemed by the University as having provided the most effective approach to this request may advance to the presentation finals.	100

SECTION VII: TENANT IMPROVEMENT POLICY

APPLICABILITY OF TENANT IMPROVEMENT POLICY

This Tenant Improvement Policy applies only to situations where the University has leased space to third parties other than auxiliary organizations. Lessee does not have the right to perform Tenant Improvement projects unless that right is specifically granted in their lease. Any such right will necessarily be contingent upon lessee's adherence to University policies and procedures. Failure to adhere to University policies and procedures may result in lease termination at the University's discretion.

Tenant Improvement (definition):

Interior modifications of a building which do not in any way impact the structure or substantially alter major building infrastructure (mechanical, electrical, and plumbing) or change the current use or purpose for which the space was provided.

- No changes, alterations, or modifications to the existing structural system.
- No changes, alterations, or modifications to the High Voltage electrical distribution system.
- No disturbance of hazardous materials without approved HazMat Plan.
- No modifications to the building footprint, shell or exterior including roof and mechanical systems.
- No projects with a Total Project Cost (estimated) over \$400,000.00.

Process:

Tenant Improvement projects managed by organizations other than Facility Services/Capital Planning must follow certain processes. This allows the appropriate university official to ensure that all work is completed according to all campus policies and procedures, including applicable codes, permits, and standards. The processes are available in detail from Facility Services. All services are provided on a cost recovery basis. Key aspects of the process include:

- Building permit
- Plan check
- State Fire Marshall review and approval
- Department of State Architect review and approval
- Hazardous Materials Management Plan
- Inspection, and final acceptance

Project Coordination:

Facility Services reserves the right to assign a Project Manager to all Tenant Improvement projects. The decision to assign a Project Manager will depend upon the complexity of the project, the level of potential project impact upon the University, the location of the project, the environmental or community impact of the project, and other factors specific to each project. The Project Manager will be responsible for coordination of the contractor's construction activities, permitting activities, interactions with involved campus agencies as deemed necessary by Facilities Services management. Cost of the Project Manager will be assessed to the project.

Fees:

Projects completed as Tenant Improvements (TI's) require Facilities Services involvement to complete work. Therefore, appropriate reimbursement for services provided will apply.

Procurement and Contracting Minimum Requirements:

- Prevailing wages must be paid on all contracted work in accordance with the law.
- Payment and performance bonds (100%) are required for any work contracted out.

- Proper contracting documentation and processes shall be used for all contracted work.
- All risk and liability associated with the Tenant Improvements project are the lessee's.
- The University shall be indemnified by the lessee and any contractor(s) utilized.
- All TI contractors will be required to meet the minimum CSU insurance requirements before work may commence.
- The responsibility for assuring compliance with Tenant Improvement requirements lies with the original university auxiliary lessee (ASI, UEC, etc.)

QUALIFICATIONS

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	If not incorporated in California, give Certificate of Authority to do business in California. Certificate No., Date:		
FOR PARTNERSHIP ONLY			
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 #:	SB Cert Expire Date	Certified DVBE <input type="checkbox"/> Yes <input type="checkbox"/> No OSDS #:	DVBE Expire Date

Contact Information

Name	Title
Phone # () -	Fax # () -
Mobile # () -	E-mail Address

General Information

% of work done by contractor	No. of permanent employees
Geographical Limits of Operations	No. of years in Business
If you have done business under a different name, please give name and location	Has firm ever been engaged in litigation over any contract? If so, explain:

REFERENCES

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
Telephone Number		Fax Number	
Person Familiar with Performance		Title	
Number of years service performed		Date of last service performed	
Description of services performed:			

COST PROPOSAL

Respondents to the RFP shall provide the following information:

- 1.) List banking service fees and discounts to be offered to the University.

- 2.) Propose the monthly lump sum rental payment amount which should be clearly stated in numerical figures.

- 3.) Propose the support offered to University educational scholarship program(s).

- 4.) Propose the support offered sponsorship(s) to any of the University's programs or events, ASI programs, Athletics and/or auxiliaries.

The Cost Proposal which provides the best cost advantage to the University will be awarded the highest points for this criteria.

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 California State University, San Bernardino 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 California State University, San Bernardino 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. SBCMP0000034247, 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.

BY (AUTHORIZED SIGNATURE)		DATE	
			
PRINTED NAME AND TITLE OF PERSON SIGNING			
Name of Company as Licensed			
Address		City	State Zip Code
Business License No.		Federal ID No. or Social Security Number	
Phone No.		Facsimile No.	



SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

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

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

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

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

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

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

IMPORTANT NOTICE (Read before signing)

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

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

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

NAME OF FIRM
SUBCONTRACTOR

Is firm a listed subcontractor? YES NO PERCENTAGE _____%

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

SAMPLE AGREEMENT

AGREEMENT



AGREEMENT NUMBER SAMPLE SBCMP0000034247	AM. NO. --
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THIS AGREEMENT, made and entered into this DATE _____, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called University and _____
CONTRACTOR'S NAME _____

, hereafter called Contractor,

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

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

UNIVERSITY		CONTRACTOR	
Trustees of the California State University CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO			
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
		 SAMPLE	
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
Purchasing Office 5500 University Parkway, San Bernardino, CA 92407		ADDRESS	
Account Information 09/10 REQ xxxxxxxx xxxxx . xxx . xxxxxx . xxx . xxx . xxx . xxx			
AMOUNT ENCUMBERED BY THIS DOCUMENT			
\$			
TOTAL AMOUNT ENCUMBERED TO DATE			
\$			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the stated expenditure.</i>			
SIGNATURE OF ACCOUNTING OFFICER		DATE	
			

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

1. Commencement of Work

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

2. Invoices

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

3. Appropriation of Funds

- (a) If the term of the Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to the Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

4. Cancellation

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

5. Independent Status

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

6. Conflict of Interest

- (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
- (b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019].

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

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

7. Governing Law

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

8. Assignments

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

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

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

11. General Indemnity

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

12. Use of Data

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

13. Termination for Default

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

14. Personnel

The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees; however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regulations, Section 8107).

16. Drug-Free Workplace Certification

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

17. Severability

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

18. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Contract. Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

19. Privacy of Personal Information

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

20. Waiver of Rights

Any action or inaction by the CSU or the failure of the CSU on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by the CSU of its rights hereunder and shall not prevent the CSU from

CSU GENERAL PROVISIONS

for

SERVICE ACQUISITIONS

enforcing such provision or right on any future occasion. The rights and remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

21. Endorsement

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

22. Patent, Copyright, and Trade Secret Indemnity

A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement. In addition:

- (a) The Contractor, at its own expense, shall defend any action brought against the CSU to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:
 - (i) That the Contractor shall be notified within a reasonable time in writing by the CSU of any notice of such claim; and,
 - (ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the CSU has the option to participate in such action at its own expense.
- (b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States or foreign patent or copyright or a trade secret, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the product, or to replace or modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirements specified in the Contract. If none of these options can reasonably be taken, or if the use of such product by the CSU shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the CSU in procuring a substitute product. If, in the sole opinion of the CSU, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the CSU shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

23. Compliance with NLRB Orders

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

24. Examination and Audit

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

25. DVBE and Small Business Participation

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

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

26. Citizenship and Public Benefits

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

27. Americans With Disabilities Act (ADA)

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

28. Child Support Compliance Act

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

- (a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

29. Document Referencing

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

30. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor. Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

31. Covenant Against Gratuities

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

32. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as “force majeure”) shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

33. Contractor's Power and Authority

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

34. Recycled Content Certification

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

35. Entire Contract

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

36. Safety and Accident Prevention

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

37. Follow-On Contracts

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

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

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

38. Expatriate Corporations

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

39. Insurance Requirements

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

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

40. Rights in Work Product

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Clause will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials. The CSU will have Government Purpose Rights to the Work Product as Deliverable or delivered to the CSU hereunder. "Government Purpose Rights" are

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the CSU for any CSU purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any CSU purpose. Such recipients of the Work Product may include, without limitation, CSU Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

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

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

41. Confidentiality of Data

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

CSUSB CONFIDENTIAL DISCLOSURE AGREEMENT

Confidential information definition for the University purposes is: ***Confidential (employee) personal information includes but is not limited to social security number, ethnicity, gender, home address, physical description, home telephone number, medical history, compensation data, and performance evaluations.***

All personal and related information present in daily operations at California State University San Bernardino which are designated "Confidential" by the University and made available to **(Contractor Name)**, hereinafter called "Contractor", officers and personnel, or which becomes available, in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure by observing the following procedural requirements for protection of such data and information:

- Contractor will comply with the state and federal laws and University policies that govern access to and use of information contained in employee, applicant, and student records, including data that is accessible through the California State University San Bernardino financial, personnel, student, and medical systems.
- Contractor right to access such information and/or data is strictly limited to the specific information and data that is relevant and necessary for to perform system contractor/consultant duties.
- Contractor is prohibited from accessing such information or data that is not relevant and necessary to perform contractor/consultant duties.
- Contractor will be a responsible user of such information and data will store information and data obtained under secure conditions.
- Contractor will maintain the privacy and confidentiality of all confidential information and data.
- Before sharing such information or data with others, electronically or otherwise, Contractor will ensure that the recipient is authorized by California State University San Bernardino to receive that information or data and understands his/her confidentiality responsibilities as a user.
- Before transmitting such information or data, Contractor will ensure that the transmission is done in a secure manner.
- Contractor will store and secure confidential and sensitive information, data, reports, etc. in a manner that will maintain their confidentiality when not actively in use.
- Contractor will dispose of confidential reports in a manner that will preserve their confidentiality when finished using them.

Contractor sign below and attach list of names of company employees that may have access to such confidential information in the course of contract performance.

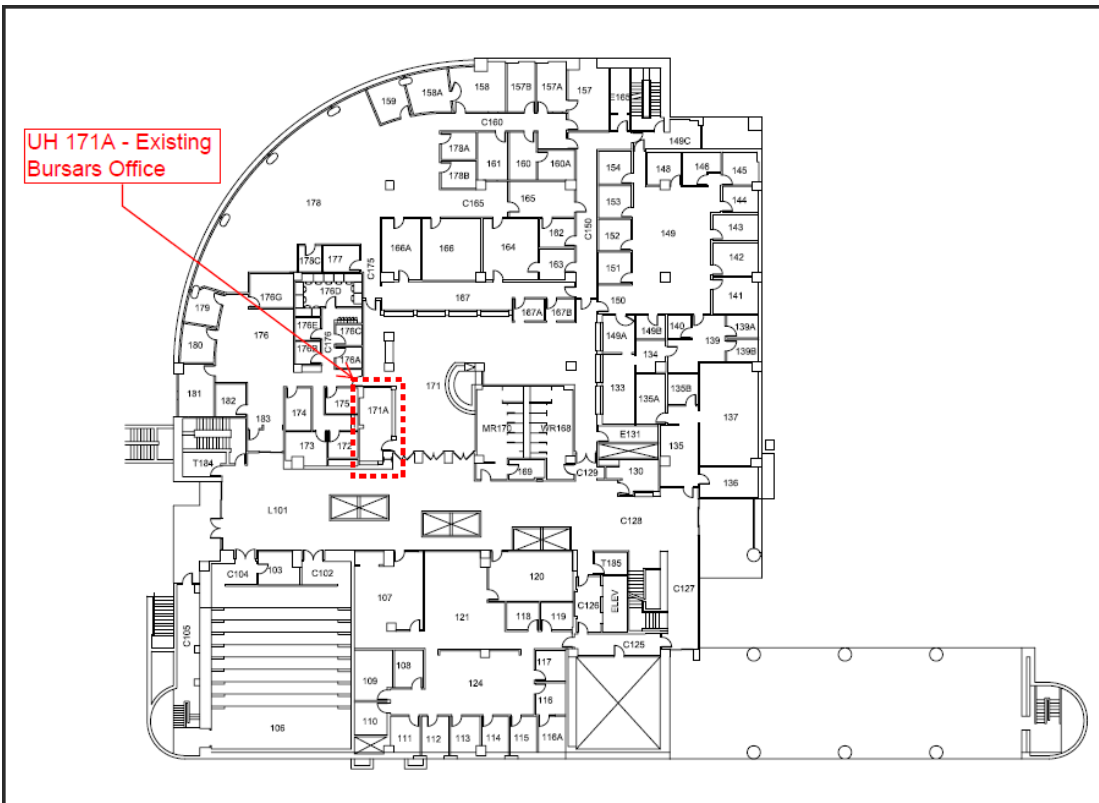
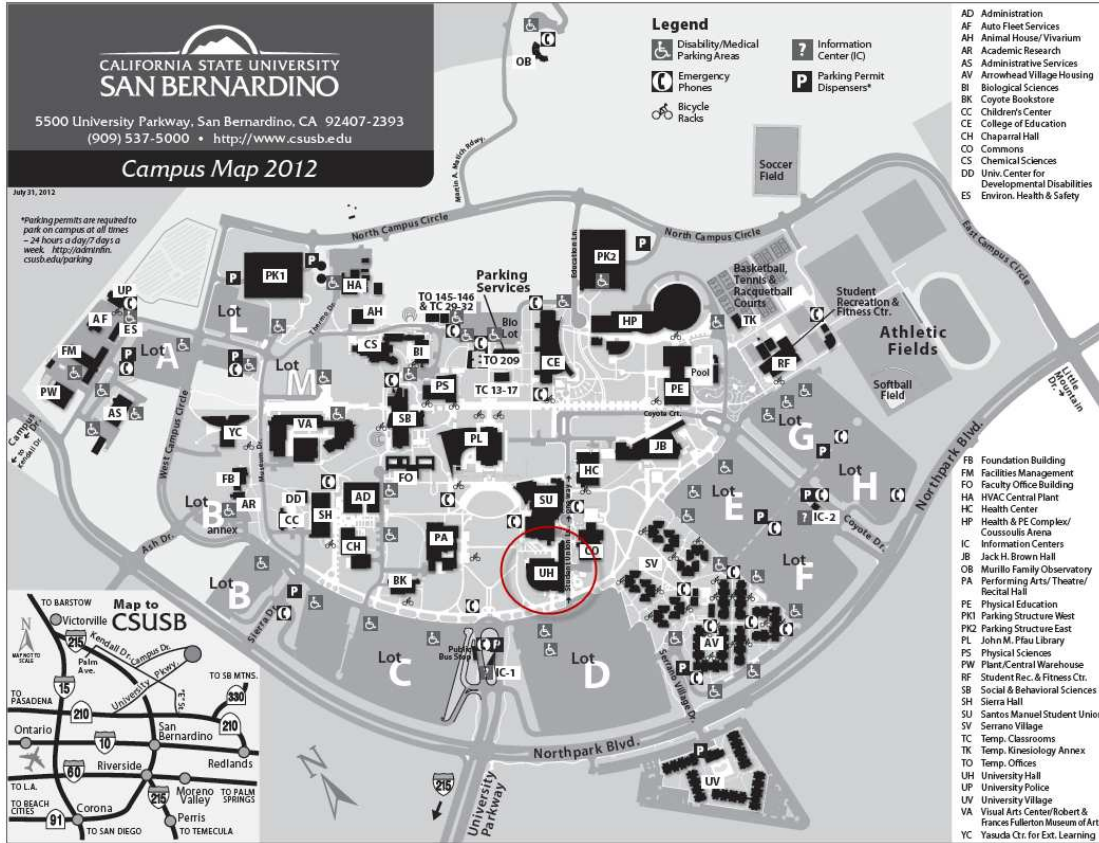


BY (AUTHORIZED SIGNATURE)

DATE

PRINTED NAME AND TITLE OF PERSON SIGNING

SUPPLIER NAME
CONTACT
ADDRESS
PHONE NO.
FAX NO.



**MODEL LEASE
BY CAMPUS PRESIDENT**

This lease made and entered into pursuant to Education Code 89046 by and between the Trustees of California State University, hereinafter called the TRUSTEES, through the President of the hereinafter mentioned State University, hereinafter called the CAMPUS, and the undersigned lessee, hereinafter called the LESSEE.

WITNESSETH:

WHEREAS, the President of the CAMPUS finds that the property of the CAMPUS hereinafter described is not needed for CAMPUS purposes at the time or times covered by this lease and that this lease will not interfere with the requirements of the CAMPUS; and

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

SPECIAL PROVISIONS

Date: _____

PARTIES:

The TRUSTEES, through the President of _____, Lessor
_____, Lessee

A banking services provider

PROPERTY (Descriptive name of premises---specify also State-owned fixtures or equipment included.)

With lights Without lights

TERM (fill in one) __ events __ hours __ days __ nights __ months

DATES OF TERM from _____ to _____ inclusive (or) on (specify dates)

RENTAL RATE

plus (Lights) \$ _____
special (Cleanup) \$ _____
\$__ per (indicate event or unit of time) __ charges (Janitor) \$ _____
for: (Security) \$ _____
(Other) \$ _____

TOTAL RENTAL \$ _____ DATE OR DATES FOR PAYMENT _____

PURPOSE FOR WHICH PROPERTY WILL BE USED _____

ALTERATIONS PERMITTED _____

GENERAL TERMS

1. The TRUSTEES, for and in consideration of the agreements of the LESSEE hereinafter expressed, hereby lease to the LESSEE, and the LESSEE leases from the TRUSTEES, that property of the CAMPUS described in the Special Provisions for the term therein specified.
2. The LESSEE agrees to pay as rental for the said property an amount computed for the term of this lease at the rental rate per unit of time or event specified in the Special Provisions, plus any special charges specified therein, payable at the date or dates set forth therein.
3. The LESSEE shall use the said property only for the purposes specified in the Special Provisions.
4. The TRUSTEES agree to furnish all necessary utilities for the said property, including heat, water, and also light if the property is specified to be "with lights" except when such services cannot be supplied for causes beyond the control of the TRUSTEES and except when there is a failure or defect in the physical plant or utility lines, whether or not such failure or defect is beyond the control of the TRUSTEES, if the failure or defect cannot reasonably be remedied in time for use by the LESSEE during the term hereof. The TRUSTEES agree to furnish all janitorial services required for said property.
5. The LESSEE may not make alterations or place or attach any fixtures, signs, or equipment in, about, or upon the said property except those alterations, fixtures, signs, and equipment described in the Special Provisions. Any fixtures, signs, and equipment provided by LESSEE shall remain the property of the LESSEE and shall be removed by the LESSEE from said property prior to the termination of this lease. The LESSEE, if required by the TRUSTEES, shall, upon the expiration of this lease, or renewal thereof, restore said property to the same condition as that existing at the time of entering upon the same under this lease, reasonable wear and tear and damages by the elements or by circumstances over which the LESSEE had no control excepted.
6. CAMPUS-owned furniture or apparatus may not be removed or displaced by LESSEE or any agent, employee, or invitee of the LESSEE without permission of the TRUSTEES. The LESSEE shall cause any furniture or apparatus displaced to be replaced to the satisfaction of the TRUSTEES immediately after any event or occasion for which the property is used by LESSEE.
7. The LESSEE shall not violate nor suffer to be violated any federal or State law, local ordinance, or rule of the TRUSTEES or of the CAMPUS.
8. It is understood and agreed that the TRUSTEES and their agents shall have the right to enter the said property or any part thereof at any time for the purpose of examination or supervision, or for the purpose of making repairs and alterations thereto as may be determined necessary by the TRUSTEES.
9. The LESSEE agrees to indemnify and save harmless the TRUSTEES, their officers, agents, and employees, from any and all loss, damage, or liability that may be suffered or incurred by the TRUSTEES, their officers, agents, and employees, caused by, arising out of, or in any way connected with the use by the LESSEE of the said property.
10. It is mutually understood and agreed that this lease is not assignable by the LESSEE either in whole or in part, nor shall the LESSEE sublet any part of the said property.
11. This agreement may be terminated by either party upon thirty (30) days' written notice to

the other party of this lease.

- 12. Possessory Interest. The (name of appropriate county here) County Assessor may value the possessory interest created by this lease, or any subleases. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. The lessee is obligated to pay this property tax, and failure to do so may be considered a material breach of the lease."
- 13. All notices herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, registered and postage prepaid, and addressed as here in provided. Notice to the LESSEE shall be addressed to the LESSEE at LESSEE's address set forth on the signature page hereof. Notice to the STATE shall be addressed to the President of the CAMPUS at the address set forth beneath his signature on the signature page here of.

IN WITNESS WHEREOF, this indenture has been executed in quadruplicate by the parties hereto as the date hereof.

STATE OF CALIFORNIA

DATED _____, 20__

By _____
President of the above-named campus

RECOMMENDED FOR APPROVAL

Address of such President

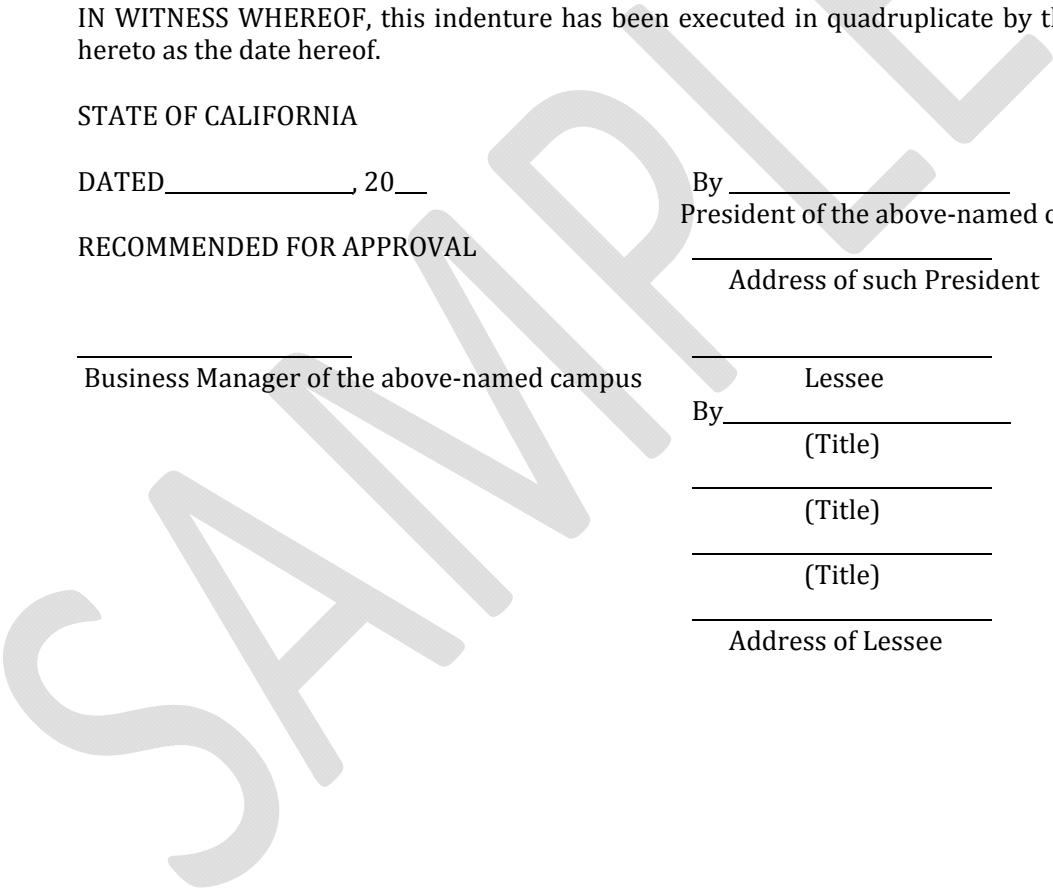
Business Manager of the above-named campus

Lessee
By _____
(Title)

(Title)

(Title)

Address of Lessee



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

Purpose:

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

Background:

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

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

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

Understanding the columns

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

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

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

What information do I enter in columns 2 and 3?

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

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

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

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

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

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

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

Voluntary Product Evaluation Template (VPAT)

Date:

Name of Product:

Contact for more Information:

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

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

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

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

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

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

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

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

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

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

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

Section 1194.31 Functional Performance Criteria

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

Subpart D – Required on all submissions

Section 1194.41 Information, documentation, and support

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