



REQUEST FOR PROPOSAL

06-A-5R

DOCUMENT MANAGEMENT AND IMAGING SYSTEM

RFP FOR
SYSTEM SOLUTION AND/OR CONSULTING SERVICES TO SUPPORT
THE IMPLEMENTATION OF A DOCUMENT MANAGEMENT AND
IMAGING SYSTEM INCLUDING INTEGRATION WITH ERP
(PEOPLESOFT) SYSTEMS

March 15, 2007

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1 BACKGROUND & PROJECT OVERVIEW

1.1 Humboldt State University Overview

Humboldt State University (“HSU”) is one of twenty-three campuses that make up the California State University system. HSU offers 49 baccalaureate degree majors within which are 87 options/concentrations. There are also 85 minors, 12 graduate programs, 21 credential programs (including 16 single subject credentials), and several certificates of study. There are 7,550 students at Humboldt where the average class size of 24 undergrads and 8 graduate students produces a student to faculty ratio of 18:3. Total non-student employees at HSU are estimated at less than 1,000.

Currently planned Common Management Systems (“CMS”) projects at HSU include:

- Implementation of Document Management and Imaging System. This is the effort for which this RFP is written.
- Implementation of PeopleSoft CRM for Higher Education 8.9 (2006-2007).
- PeopleSoft Finance AR/Billing & AM Implementations (2007-2008).
- PeopleSoft Campus Solutions (Student) Implementation (1/2007-10/2008) with the “Banner Collaborative” group of 5 campuses.
- Data Warehouse Implementation (2006-2008).
- Portal Implementation (2006-2007).
- PeopleSoft HCM 8.9 Upgrade & Implementation of Self Service, Absence Management, and Benefits Administration (2006-2007).
- PeopleSoft Finance Upgrade to 9.0 (2008 – 2009).
- Future Upgrades to HCM 9.0 and eventually the Fusion products (2008-2010).

1.2 CMS Project Overview

In 1997 the Chancellor’s Office (“CO”) initiated the Common Management Systems (CMS) effort to consolidate the management systems of the CSU system and to identify one software package that would effectively support its Human Resources, Financials, and Student systems. Several software solutions were reviewed, and resulted in the selection of PeopleSoft for all three major business systems. The CMS Project today involves coordination of ongoing implementations and upgrades at all 23 of the CSU campuses as well as at the Chancellor’s Office.

Each campus has their own production systems which are housed in a central data center supported by a centralized enterprise applications team at the Chancellor’s Office. In addition to providing hardware operations support, that group develops and customizes the PeopleSoft applications to produce the CSU baseline version that is used by each campus for each of the applications. The actual hardware behind each system is run at a central data center facility in Salt Lake City, which is operated by Unisys.

It should be noted that the Document Management and Imaging implementation is not a part of the centrally managed and maintained CMS Baseline suite of products. It will most likely be housed and maintained locally at the HSU campus. We will consider proposals for both in-house and hosted solutions, bearing in mind that all solutions will be evaluated for their ability to meet the requirements specified in this RFP, including overall cost of ownership. Regardless, the successful solution will need to integrate with those centrally managed PeopleSoft applications: Human Resources and Financials; and in the future, Campus Solutions (Student Administration). In addition, it should integrate with the locally run PeopleSoft CRM application and other systems as necessary.

While outside the scope of this proposal, background information on our Finance, HR, and Student systems has also been included as it may be beneficial in understanding our current environment. HSU has been in production with HR v8.0 since April 2003 (Base Benefits, Hiring, Labor Cost Distribution, Position Management, and Temporary Faculty Hiring) and will go live with HCM 8.9 approximately May 2007. The campus has been in production with FIS 8.4 since June 2004 (General Ledger, Accounts Payable and Purchasing).

HSU is currently using SCT/Sungard's Banner product to manage the Admissions, Student Financials, Financial Aid, and Student Records. This system has been enhanced since its implementation in Fall 1991 with the addition of self-service applications for students and faculty. The Banner product will eventually be replaced with PeopleSoft's Campus Solutions (Student Administration) product. The timeline for that work is 1/2007 – 10/2008 with incremental go lives.

The campus has an Executive Sponsor, a Project Director, a CMS Steering Committee comprised of high level executive managers, and a project management office (PMO).

1.3 Document Management Project Overview

HSU intends to implement a Document Management and Imaging ("DMI") solution in order to achieve the following business goals:

- Reduce the need for physical storage space by creating electronic copies of documents;
- Improve the ability to search files by creating indexed systems of well organized electronic documents;
- Reduce redundancies by replacing paper solutions with electronic documents, including integration with PeopleSoft ERP applications and related systems; and,
- Improve efficiency by implementing workflow solutions that automate the process of routing documents among departments.

(New language in re-bid RFP) Responding vendors must be prepared to provide both the system solution as well as implementation services. The initial implementation priority will be on a document scanning solution, allowing the campus to realize the benefits of electronic document storage as quickly as possible. The secondary component, running parallel where possible, will be to automate the "Appointment Document" business workflow process, eliminating the routing of paper documents and wet signatures by implementing electronic document routing and digital signatures where needed.

Preference will be given to a solution that can be implemented with minimal customization. The selected solution should be feature-rich, with elements and processes that can be implemented and maintained by department staff without need for extensive and ongoing consulting hours or significant programming staff time.

1.4 Implementation Technical Environment

Solutions should be vendor independent. That is they must support a variety of software and hardware platforms. Specific requirements are noted below:

Software

Current software systems in use with which solutions must be compatible include:

- PeopleSoft ERP: Campus Solutions/Student Administration; Financials; Human Resources/HCM; and CRM/Student Lifecycle Management.

- Integration with industry standard email systems.
- Apple & Windows based client operating systems.
- Windows, Linux, and Unix server operating systems.
- Web Browsers known to be in use on campus include:
 - o Internet Explorer version 6.0 and 7.0
 - o Firefox version 1.5 and 2.0
 - o Safari version 2.0.4
 - o Netscape versions 7.2 and 8.0

Network

Retrieval and routing of documents, from document archives as well as via workflow processes must be achievable in our current network environment. This environment supports data transfer rates up to 100Mbps.

Changes in Technical Environment - Potential Future

Plans for the campus network environment include moving to gigabit transfer rates. The campus is part of the California State University's Infrastructure Terminal Resources Project, now entering phase 2 with a focus on increased security and encryption of data.

2 RESPONSE INSTRUCTIONS

2.1 RFP Schedule

Humboldt State University intends to follow the schedule noted below in performing the proposal evaluation and selection process.

RFP Release Date	Thursday, March 15, 2007
Last Day for Questions	Thursday, March 29, 2007 by 10:00 AM PDT
Proposal Due Date and Time	Thursday, April 12, 2007 by 4:00 PM PDT
Vendor Demonstrations	April 30 – May 4, 2007 (At the discretion of HSU, please hold these dates)
Notice of Intent to Award Contract ¹	Wednesday, May 9, 2007 (estimated)
Contract Award	Wednesday, May 16, 2007 (estimated)

Please note: The Planholders List is updated periodically and can be viewed at <http://www.humboldt.edu/~procure/servicecontracts.htm>. Should any addenda be necessary, they will be posted on both the State of California and Humboldt State University websites as well as emailed directly to planholders having provided an email address.

2.2 Proposal Delivery

Contracts, Procurement & Risk Management must receive all proposals, including required certifications such as Disabled Veteran Enterprise Business Enterprise participation, no later than the date and time noted in the schedule in Section 2.1 above.

Deliver proposals to:
Humboldt State University
Contracts, Procurement & Risk Management
1 Harpst Street
Arcata California 95521-8299
Attention: A. Gail Dungan

Telephone: 707.826.3307

Proposals must be *sealed* and both the proposal documents and the outside of the mailing package should be marked with RFP identification number from page one.

Proposals are due no later than the above date and time. Bids received after the closing date and time will not be opened; they will be marked "LATE" and returned to the respective bidders. Bids submitted by mail or any means other than personal delivery must be submitted sufficiently in advance of the bid opening to ensure delivery to the above address prior to the specified opening date and time. Failure to meet the Bid opening date and time will result in rejection of the Bid.

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

¹ HSU reserves the right to not award to anyone for any reason.

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

Neither the University nor any agent thereof will be obligated in any way by any Contractor response to this RFP. The selection of a Contractor and the accompanying award of a contract(s) are to be based on the award criteria established by the University and described in the *Award Criteria* section. The selection is at the sole discretion of the University and the University reserves the right to not award to any vendor, for any reason.

Note: Proprietary and Private Information:

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

Proposals become the property of Humboldt State University upon submission and will be maintained in accordance with the California Public Record Act.

2.3 Proposal Format

Contractors are required to send seven (7) hardcopies and one electronic version on compact disc. The proposal should contain a cover letter on your firm's letterhead signed by the responsible official in your organization, certifying the accuracy of all information in your firm's proposal.

Table of Contents must be organized in the order cited in the format contained herein. Pricing must be based on the information provided in this RFP. The proposal should not exceed 45 pages, including the Technical and Functional Requirements questionnaire.

Include an executive summary of your firm's proposal, covering the scope, approach, methodology, timing, fees and the value added your firm will provide. Please do not exceed two pages.

Your response to the specifications (Scope of Services) should define the services and products you plan to provide. At a minimum, address the following:

- Provide a description of the solution being proposed to meet the overarching goals of this project as defined in this RFP (please see Section 4 for a succinct summary of those goals).
- Provide a description of the scope of this project in your own words.
- Provide a high-level plan explaining your firm's approach to meeting this scope and provide information about the methodology upon which your firm's proposal is based.
- Identify the sequence of events that you recommend, the time frames required for implementation, the expected overall resource requirements for your firm and Humboldt State University's, the key milestones and deliverables, and describe how key activities will be planned and executed.
- Discuss how your firm will achieve knowledge transfer to Humboldt State University staff.
- Describe how your firm provides a competitive advantage over other firms.
- Describe Humboldt State University's responsibilities and resource needs.

Proposals submitted for consideration are to be presented in the following format. (*New language in re-bid RFP*) A checklist has been provided at the end of the RFP for use in

compiling your proposal. Completed checklists should be included in Section A.2 of your response.

Section A - Executive Summary

- A.1 - Company Cover Letter
- A.2 - Vendor Checklist
- A.3 - Table of Contents
- A.4 - Executive Summary

Section B – Company Profile

- B.1 - Company Profile and Experience
- B.2 - References
- B.3 - Personnel
- B.4 - Forward Vision and Value Proposition

Section C – Specifications / Scope of Work

- C.1 - Scope of Services
- C.2 - Technical and Functional Requirements questionnaire response,

Section D – Cost and Resources

- D.1 – Cost Tables

Section E – Required Documents (as identified in RFP Supplemental Provisions Section 9.3)

- E.1 - Small Business Certification (if applicable)
- E.2 - Disabled Veteran Business Enterprise (DVBE) Certification (Participant or Good Faith Effort). Please note: DVBE certifications or demonstration of Good Faith Effort documents submitted by vendors who responded to the original RFP, may be resubmitted with their new proposal for this re-bid RFP. **Also note: the DVBE form is required by law; i.e., firms that fail to submit a DVBE form cannot and will not be considered.**

2.4 *Inquiries*

If you have informal questions about technical information regarding this Request for Proposal, please contact:

Melinda Haynes Swank
Enterprise Applications Manager
Common Management Systems
Telephone: 707.826.5204
Email: Melinda.Haynes.Swank@humboldt.edu

NOTE: Emails must be submitted with: “**RFP 06-A-5R Inquiry**” in the email subject line to ensure a timely response.

If you have informal questions about the purchasing process, including the DVBE participation documentation, please contact:

A. Gail Dungan
Contracts, Procurement & Risk Management
707.826.3307
707.826.3312 Fax
agd7001@humboldt.edu

All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing, email or by facsimile, to:

A. Gail Dungan
Contracts, Procurement & Risk Management
Humboldt State University
1 Harpst Street
Arcata, CA 95521-8299

Email: agd7001@humboldt.edu
Fax Number: 707.826.3312

All formal inquiries must be submitted by the last date for questions specified in Section 2.1.
Failure to submit inquiries by this deadline may result in the inquiry not being answered.

3 VENDOR PROFILE & EXPERIENCE REQUIREMENTS

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

3.1 Profile

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

Personnel: Provide names, position description, work experience and contact information for each key individual that would be involved in this project with Humboldt State University, including:

- The sales representative or account executive responsible for the project.
- The corporate executive who has the authority to negotiate for and bind the contractor.
- Members of the project team to support the Humboldt State University Document Management efforts as described below in Section 4, "Scope of Work".

3.2 Reference Accounts

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

Please provide three (3) reference accounts, which are currently using or recently used the contractor's services similar to the services requested in the Specifications and Scope of Work. It is essential that the reference accounts be willing and able to assist Humboldt State University in reviewing the contractor's experience in the delivery of their services or products.

The reference accounts, if possible, should highlight work in a higher education environment which included integration of document management and imaging technologies with PeopleSoft applications and relevant workflow solutions which accompany them. Vendor must explain any differences between provided reference implementations and the solution proposed for Humboldt State University.

Reference information should include the organization name, address, and name, title, e-mail address and telephone number of the person to contact.

3.3 Forward Vision and Application Optimization

Humboldt State University expects the solution provider to be forward thinking and supportive of business optimization. Please include a return on investment calculation and articulate how your solution will result in campus savings of cost and time. Please cite independent research group's data that has been used to support your explanation.

Within your response, provide a strategic roadmap and business model for the proposed technology services platform for the next 5 – 7 years, as it applies to Humboldt State as a University, particularly in the context of optimizing business processes. Please include specific vision and plans for ERP application integration (e.g. with PeopleSoft), Business to Business applications, Self-service applications and mobile access.

4 SCOPE OF SERVICES REQUIRED

Humboldt State University is seeking solution proposals for the following aspects of the Document Management project. All work must be considerate of the pre-existing standards at the Chancellor's Office for the PeopleSoft applications that are centralized, which include Student (Campus Solutions), Financials, and Human Resources.

(New language in re-bid RFP) Responding vendors must be prepared to provide both the system solution as well as implementation services.

If a vendor can provide a partial system solution, such as workflow only, that can be integrated not only with the systems required by this RFP but also with the remaining portion of a system solution, such as scanning and image storage, **and** provide a cost benefit justification for implementing and maintaining two systems, Humboldt State University would consider such a proposal. Vendors bidding only on implementation services must include a list of products they have worked with and supported.

(New language in re-bid RFP) This entire section contains detailed information on the array of services sought for this solution. The scope of proposed services is **not** expected to be large in scale and expense, but rather of a size appropriate to accomplish the following basic goals:

- **Provide a software solution: setup the software at HSU and teach us how to use it.**

Using the provided solution:

- **Teach us how to scan and index existing documents, working with us until our staff can continue on their own.**
- **Teach us how to automate our business processes, using the example in Section 4.4.2 as a starting point and continuing until we are fully trained and able to independently automate additional processes. Ensure our staff is fully trained in how to incorporate integration with our PeopleSoft applications and affix digital signatures, where necessary.**

All deliverables described below must be provided in an editable format and will become the property of Humboldt State University. Consulting resources will report directly to the HSU-provided Project Manager(s) and staff.

Vendors should describe their understanding of and recommended approach to providing the scope of work and deliverables in their response to this RFP.

4.1 Solution Requirements

Responses to this RFP should start with a summary of the proposed solution. The proposed solution(s) should achieve the following:

FIRST PHASE

- Implementation of go-forward scanning operations, to run parallel with the volume scanning initiative.
- Please note: the campus would first like to deploy the accepted solution in a single department or area, anticipated to be no more than two departments, as an initial test before embarking on a larger extension of the project. All onsite scanning will be on the HSU campus in Arcata, California.

- HSU will consider both centralized and decentralized scanning models. Scanning will be decentralized to the extent it is cost effective and business efficient due to the location of scanning departments. The successful vendor will provide recommendations for a range of scanning solutions, capable of supporting a variety of scanning configurations.

SECOND PHASE

- Automate HSU's currently existing, paper based "Appointment Document" business process by replacing paper documents with electronic documents, which are automatically routed as required.
- Conduct this phase of the project in a manner that empowers HSU to further deploy and administer the solutions with other business processes without the need for consulting assistance. It is HSU's expectation this will be accomplished once this initial workflow is implemented.
- Provide solutions to create electronic versions of papers which are indexed and searchable.
- Where necessary, provide digital signature capabilities, to ensure paper-less solutions.
- Provide any other solutions required to facilitate a paperless, fully automated workplace.
- Integrate the above capabilities with PeopleSoft ERP systems: Campus Solutions 8.9, Human Resources 8.9, Financials 8.4, and Customer Relationship Management 8.9. With our conversion from Banner to PeopleSoft, integration with the Banner system is not part of this project and there are no other systems currently named for integration with this solution.
 - o Please note, PeopleSoft Campus Solutions, HR, and Financials applications are part of the CSU system-wide Common Management Systems (CMS) project and therefore any modifications to those applications must be extremely limited, if at all. While PeopleSoft workflow is regarded as a modification, it can still be an option provided the long term costs and maintenance are not prohibitive. The successful vendor will provide an automated workflow solution within their proposed Document Management and Imaging solution. Need for modifications must be considered when determining which method and system(s) will provide the best opportunity for eliminating paper and improving efficiencies in delivering documents.

BACKFILE SCANNING

- *(New language in re-bid RFP)* HSU expects effective knowledge transfer during the initial scanning implementation so as to permit independent implementation of backfile scanning of a large volume of currently existing paper documents. While not part of the Total Cost Summary for this project, a cost table has been provided in Section 7 of this RFP for vendors to provide estimates for these services. These estimates will be utilized by Humboldt State University for cost comparison purposes.

4.2 Project Management

Services should include project management support which provides project plan progress (actuals) tracking, status reporting, issues tracking, scope management, risk analysis and mitigation.

4.2.1 Deliverables

The following list represents the minimum set of requested deliverables; all deliverables must be editable electronic copies and will become the property of Humboldt State University.

- Issues tracking sheets updated periodically.
- Project plan updates.
- Status reports no less than weekly for each consultant.
- Scope management plan.

- Risk management and mitigation plan.

4.3 Project Planning & Organization

Requested services should include recommendations on project scope including a detailed written, verbal, and visual (online demonstrations) explanation of the solution being proposed to achieve the requirements in Section 4.1 above. In addition, services must include development of implementation project plans. Additional services in this area should include, but are not limited to, providing the deliverables noted below.

4.3.1 Deliverables

The following list represents the minimum set of requested deliverables; all deliverables must be editable electronic copies and will become the property of Humboldt State University.

- Written recommendations on proposed solution/functionality suitable for deployment at Humboldt State University; and, online product demonstrations showing such functionality to a group of key stakeholders.
- Fit Gap Schedule and high level agenda creation including identification of key business processes suitable for analysis as part of this project.
- Implementation Project Plans (possibly multiple versions with a recommendation on best approach).
- Please note: the campus would first like to deploy the accepted solution in a single department or area as an initial test before embarking on a larger extension of the project.
- Project Scope Document including recommendations on short and long term scope.
- Project Resource Plan, which documents the full set of resources, in both number and skill sets, required to implement with any of the recommended approaches.

4.4 Fit Gap & Design

Requested services should include development of a fit gap schedule, leadership and execution of a series of fit gap sessions that address current business processes that relate to functionality available for automation in the Document Management and Imaging solution and the deliverables noted below.

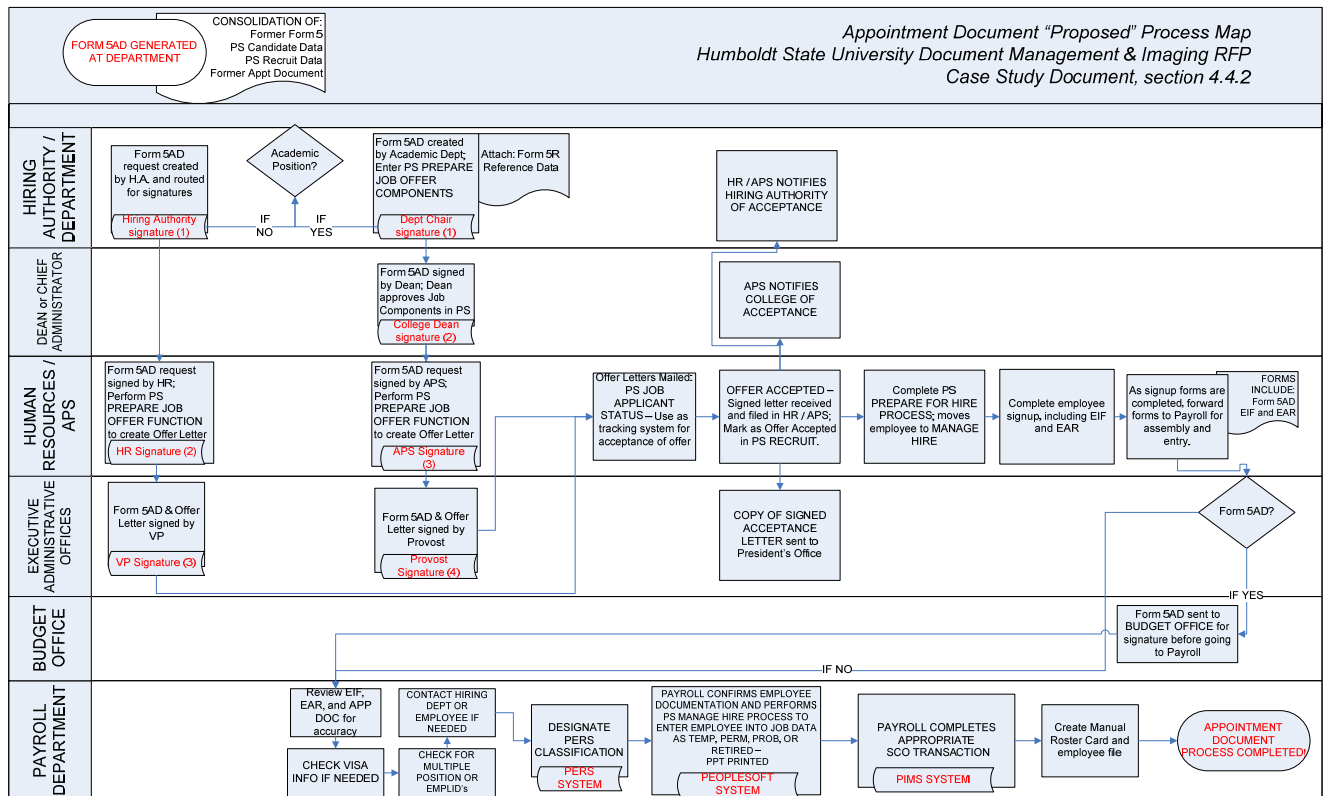
4.4.1 Deliverables

The following list represents the minimum set of requested deliverables; all deliverables must be editable electronic copies and will become the property of Humboldt State University.

- Identification of fit gap and/or design session agendas based upon final project scope approved by HSU. Agendas should identify key business processes suitable for analysis.
 - o For use as a case study, a Visio diagram detailing a proposed workflow for HSU's Appointment Document routing process has been included in this section as 4.4.2. Vendors responding, either as solution providers or implementation partners, should include in their response their suggested approach to automating this process.
- Fit Gap Schedule and scope that conforms to project approach chosen by HSU, which may or may not be the approach recommended by the vendor (see Section 4.3 above).
- Leadership of Fit Gap sessions, including responsibility for all preparation of each session; i.e., any configuration of the software necessary to conduct the session, preparation of all materials, etc..
- Fit Gap notebooks with agendas and supporting materials for each session, including identification of current business processes suitable for review.
- Business Process Guide documents for current (as-is) business process and recommended processes.
- Fit Gap notes from each session.

- Any training required for campus participants to successfully and meaningfully contribute to fit gap sessions.
- Configuration guides detailing any setup in the system in support of said fit gap sessions.
- Configuration guides detailing any setup required to implement the final solution as designed.

4.4.2 CASE STUDY – HSU Appointment Document Workflow



4.5 Build/Implement

Requested services should include proposal of means to building the recommended solution(s). For the scanning phase, this includes scanning, indexing and folder design and for the workflow phase, using the case study detailed in Section 4.4.2 as a basis, but with an option to expand the scope of services to include additional business processes, as necessary following initial implementation. Deliverables should include those noted below.

4.5.1 Deliverables

The following list represents the minimum set of requested deliverables; all deliverables must be editable electronic copies and will become the property of Humboldt State University.

- Design documents for all system components.
- Technical specifications document which should encompass the technical architecture required to support the implementation; processes for system administration of the final solution; and any other technical information important to understanding, maintaining, and enhancing the final solution.

4.6 Test

The successful vendor will be required to assist with testing the solution prior to roll out. Deliverables should include those noted below.

4.6.1 Deliverables

The following list represents the minimum set of requested deliverables; all deliverables must be editable electronic copies and will become the property of Humboldt State University.

- Unit and system test scripts that cover all key business processes affected by the system as well as any custom modifications to an otherwise vanilla system.
- Integration testing of areas where the solution interacts with other systems, which may include PeopleSoft HR, Financials, Campus Solutions, and CRM.
- Test script results.

4.7 Deploy

The successful bidder will be required to develop deployment plans that allow for an initial solution test in a single department or area on campus. Deployment plans for a more broad reaching solution will also be required; however will be executed at the discretion of HSU. A decision to move forward will be based largely on results from the initial test deployment. Deliverables for work in this area should include those noted below.

4.7.1 Deliverables

The following list represents the minimum set of requested deliverables; all deliverables must be editable electronic copies and will become the property of Humboldt State University.

- Deployment plan which calls for phased deployments.
- Post deployment/production support plan.

4.8 Change Management

Services must ensure the implementation results in minimal disruption to the campus. A written change management strategy should be provided by the solution provider that will address this objective. At a minimum the deliverables noted below will be required.

4.8.1 Deliverables

The following list represents the minimum set of requested deliverables; all deliverables must be editable electronic copies and will become the property of Humboldt State University.

- Written training strategy that covers all project participants and end users of the final system deployment.
- Training materials required to successfully complete the implementation including training for end users.
- Execution of training sessions, in partnership with HSU staff.
- Knowledge transfer of all aspects of the system implementation, maintenance requirements, and modification/enhancement process to HSU staff.

PLEASE NOTE: This component is critical to success of any vendor's response to this RFP. Only those vendors that include a comprehensive plan for educating and empowering HSU to further deploy the solution(s) utilized for automating the "Appointment Document" process will be considered.

5 TECHNICAL AND FUNCTIONAL REQUIREMENTS

Two types of question formats are used in the Technical and Functional Requirements Section. Both types of questions are described here and demonstrated in the samples below. Both types of questions may be included in each of the requirement subsections of this RFP.

Question Type 1 - Free-form response

These questions require a text-based, free-form answer. The Vendor must list, in the box provided below each requirement, the module or modules from their system that fulfill this requirement. The Vendor should enter the response in the response box below the question. Please answer the question as completely as possible. Feel free to fully explain any and all details. Reference any attachments you may want to include and append them to the document.

Example - Question Type 1 - Requirement requiring free-form response:

	Requirement
A.1	Describe how your system supports Oracle 9i and 10g client and database server.
	Module or Modules that fulfill this requirement:
	Describe:

Question Type 2 - Questions that require a specific response

The Vendor must respond to each question with one of the five options by placing a check in the appropriate box. The Vendor must list, in the box provided below each requirement, the module or modules in your system that fulfills this requirement. Include any descriptive information to explain as much or as little detail about the requirement as you choose in the response box below the requirement.

Answer Options:

- Yes - using vanilla / unmodified delivered system
 - o No modifications or customized code is required to implement this solution.
- Yes - needing customized code to be written
 - o To implement this solution customized code must be incorporated into existing system.
- Planned in future release as part of the main package
 - o This requirement will be implemented within system tables, workflow and/or business rules as part of an update to main software package. No additional modules will need to be purchased. No customized code will be required.
- Planned in future release as part of an add-on module
 - o This requirement will be implemented within system tables, workflow and/or business rules as part of a new module and an additional purchase will be required. No customized code will be required.
- No -requirement not met
 - o This requirement can not be implemented in this system and is not currently planned to be included in any future release.

Example - Question Type 2 - Requirement requiring specific response:

Requirement	Yes using vanilla / unmodified delivered system	Yes - needing customized code written	Future release as part of main package. Specify version and date	Future release as add on module. Specify version and date	No
1.					
Module or Modules which fulfill this requirement:					
Response:					

5.1 A - System Requirements

	Requirement
A.1	Describe how your system supports Oracle 9i and 10g client and database server.
	Module or Modules that fulfill this requirement:
	Describe:
A.2	Describe how your system integrates with PeopleSoft Campus Solutions (Student), Human Resources, Financials and Customer Relationship Management (CRM) applications.
	Module or Modules that fulfill this requirement:
	Describe:
A.3	Describe how your system integrates with other third party software.
	Module or Modules that fulfill this requirement:
	Describe:
A.4	Describe the server architecture and configuration that you recommend for your system. Include guidelines for hardware sizing and scalability.
	Module or Modules that fulfill this requirement:
	Describe:
A.5	Describe the network protocol(s) required by your system.
	Module or Modules that fulfill this requirement:
	Describe:
A.6	Describe the email protocols and/or servers/services required by your system.
	Module or Modules that fulfill this requirement:
	Describe:
A.7	Describe file formats supported by your system (ASCII, BMP, GIF, TIFF, JPEG, PDF, etc) including video files.
	Module or Modules that fulfill this requirement:
	Describe:

A.8	Describe your system security capabilities. Include control access, authentication, etc.
	Module or Modules that fulfill this requirement:
	Describe:
A.9	Describe the security features of your system/proposal and explain any integration with Oracle DBMS and/or PeopleSoft security layers
	Module or Modules that fulfill this requirement:
	Describe:
A.10	Describe your system requirements for image scanners. HSU desires the flexibility of both a centralized and decentralized scanning environment. It is expected that your recommendation will include a range of scanners.
	Module or Modules that fulfill this requirement:
	Describe:
A.11	Describe your system requirements for a scanning workstation that would support the scanners recommended above.
	Module or Modules that fulfill this requirement:
	Describe:
A.12	Describe your system requirements for a client workstation for searching, viewing, and printing images. Please note that HSU uses both Macintosh and IBM based PC's; the exact number of Macintosh users will depend on the final scope of implementation.
	Module or Modules that fulfill this requirement:
	Describe:
A.13	Describe your system requirements for a client workstation for annotating images.
	Module or Modules that fulfill this requirement:
	Describe:
A.14	Describe how your system manages login security; e.g., does it integrate with Oracle DMBS, PeopleSoft. Please note that the ability to integrate system access security with a centralized LDAP solution is preferred; i.e., please explain your proposed solution's ability to integrate with LDAP.
	Module or Modules that fulfill this requirement:
	Describe:

5.2 B - Storage and Retention Requirements

We plan to acquire new storage to support this solution and such hardware acquisition will take place separately from this RFP. However, the successful vendor should be able to provide guidance with regard to hardware requirements to support solution deployment.

	Requirement
B.1	Describe how your system employs industry standard file format for image storage. Include a description of your file storage format options and how these options enable accessibility by other software applications.
	Module or Modules that fulfill this requirement:
	Describe:
B.2	Describe your primary storage environment; include the guidelines used for estimating storage needs.
	Module or Modules that fulfill this requirement:
	Describe:
B.3	Describe the difference between your recommended long term storage environment for records not accessed frequently and storage for records that are accessed frequently.
	Module or Modules that fulfill this requirement:
	Describe:
B.4	Describe how your system allows a user to purge a single image. Describe how your system allows a user to purge multiple images.
	Module or Modules that fulfill this requirement:
	Describe:
B.5	Describe the file storage maintenance utilities provided by your system.
	Module or Modules that fulfill this requirement:
	Describe:
B.6	Describe how your system manages records that have exceeded retention requirements and can be considered for purging or offloading to alternate storage systems.
	Module or Modules that fulfill this requirement:
	Describe:

B.7	Describe how your system supports exporting of images to other media such as microfiche, film, tape, etc.
	Module or Modules that fulfill this requirement:
	Describe:

5.3 C - Document Scanning and Indexing Requirements

	Requirement	Yes using vanilla / unmodified delivered system	Yes - needing Custom-ized code written	Future release as part of main package. Specify version and date	Future release as add on module. Specify version and date	No
C.1	Describe how your system supports batch scanning.					
	Module or Modules that fulfill this requirement:					
	Describe:					
C.2	Describe how a user would define a scanner profile in your system.					
	Module or Modules that fulfill this requirement:					
	Describe:					
C.3	Describe how your system provides quality assurance of scanned images.					
	Module or Modules that fulfill this requirement:					
	Describe:					
C.4	Describe how your system supports scanner configuration changes during processing (resolution, page size, orientation, brightness, contrasts, threshold, etc.)					
	Module or Modules that fulfill this requirement:					
	Describe:					
C.5	Can your system associate images directly to Oracle/PeopleSoft records without need for separate indexing? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
C.6	Can your system recognize OMR data in predefined documents and create indexing? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					

C.7	Does your system provide the capability to enhance an image? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
C.8	Does your system support scan-time indexing via barcodes? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
C.9	Does your system support scan-time manual indexing? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
C.10	Does your system accept images from EDI? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
C.11	Does your system accept image from FAX? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
C.12	Can your system scan the following paper types:					
	a. Double-sided?					
	b. Various weights of paper?					
	c. Colored paper?					
	d. Various sizes – list all sizes supported?					
	Module or Modules that fulfill this requirement:					
	Describe:					

C.13	Does your system contain date-stamp functionality, such as to support audit and record retention purposes? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
C.14	Can your system drop out images and colors to minimize storage requirements? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
C.15	Does your system provide re-indexing of images? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
C.16	Does your system provide the ability to delete indexes? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					

5.4 D - Document Annotation Requirements

	Requirement	Yes using vanilla / unmodified delivered system	Yes - needing Custom- ized code written	Future release as part of main package. Specify version and date	Future release as add on module. Specify version and date	No
D.1	Describe your system's user interface for annotation of images.					
	Module or Modules that fulfill this requirement:					
	Describe:					
D.2	Describe how your system allows a user to designate annotations as private; as public; and as restricted to a defined group of users.					
	Module or Modules that fulfill this requirement:					
	Describe:					
D.3	Can your system automatically log and display the author and day/time data for each annotation? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
D.4	Does your system provide for prioritization of annotations, i.e. high-priority versus reference only? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
D.5	Does your system allow the user to black out/hide text on scanned image? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					

5.5 E - Document Search Requirements

	Requirement	Yes using vanilla / unmodified delivered system	Yes - needing Custom-ized code written	Future release as part of main package. Specify version and date	Future release as add on module. Specify version and date	No
E.1	Describe the search capabilities provided with your system.					
	Module or Modules that fulfill this requirement:					
	Describe:					
E.2	Does your system allow an index database to be addressed by any ODBC compliant reporting and management tool? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
E.3	Does your system support the ability to search for a document based on indexing values? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
E.4	Does your system have the ability to search for a document with limited or partial indexing value? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
E.5	Does your system have the ability to save requests? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					

E.6	Does your system allow retrieval of a single page? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
E.7	Does your system allow retrieval of multiple pages? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					

5.6 F - Document Workflow Requirements

	Requirement	Yes using vanilla / unmodified delivered system	Yes - needing Custom-ized code written	Future release as part of main package. Specify version and date	Future release as add on module. Specify version and date	No
F.1	Describe the development tools that are provided by your system to create workflow applications. Include a description of your user interface to these tools. Also, include a list of all system modules required to create workflow applications.					
	Module or Modules that fulfill this requirement:					
	Describe:					
F.2	Describe how your system supports rule based and manual (user defined) routing of documents.					
	Module or Modules that fulfill this requirement:					
	Describe:					
F.3	Does your system permit workflow assignments at the process level, allowing us to route various documents for authorizations as well as permitting the workflow to enter into various other processes within the flow, such as entry into PeopleSoft? If yes, please describe.					
	Module or Modules that fulfill this requirement:					
	Describe:					

F.4	Does your system permit designation of both primary and alternate respondents for each action point in the process, such as in the event the primary person required to authorize a certain document or complete a process is unavailable, a designated alternate(s) could perform these steps and maintain the workflow's forward motion? If yes, please describe.					
	Module or Modules that fulfill this requirement:					
	Describe:					
F.5	Does your system include an escalation process where specific "wait" times are defined and named escalation users or alert-level actions can be identified in the event the wait time is reached? If yes, please describe.					
	Module or Modules that fulfill this requirement:					
	Describe:					
F.6	Does your system display workflow progress tracking so that users can monitor the progress of any workflow at any given time in the process? If yes, please describe. Please include specifics of how status is automatically updated.					
	Module or Modules that fulfill this requirement:					
	Describe:					

F.7	Does your system permit attaching scanned documents to emails and, if so, with what security controls that would protect confidential information from being emailed off campus? Are passwords or other encryption features made part of the email, or are there alternate services that would provide access to this document, such as emailing a link and a temporary access code to the person requiring access to this report? If yes, please describe.					
	Module or Modules that fulfill this requirement:					
	Describe:					
F.8	Does your system provide user-defined exception reporting? For example, reports would be produced if certain fields are not entered as expected, processes not completed as designed or not completed within prescribed timeframes? If yes, please describe.					
	Module or Modules that fulfill this requirement:					
	Describe:					
F.9	Does your system provide audit trail and security access reports? If yes, please describe.					
	Module or Modules that fulfill this requirement:					
	Describe:					

F.10	Describe how your system's workflow process integrates with PeopleSoft Campus Solutions (Student), Human Resources, Financials and Customer Relationship Management (CRM) applications.
	Module or Modules that fulfill this requirement:
	Describe:
F.11	Describe the digital signature technology(ies) utilized by your system to authorize documents and facilitate a paperless office, including how these meet Federal and State of California legal requirements for electronic signatures.
	Module or Modules that fulfill this requirement:
	Describe:

5.7 G - Document Viewing Requirements

	Requirement	Yes using vanilla / unmodified delivered system	Yes - needing Custom-ized code written	Future release as part of main package. Specify version and date	Future release as add on module. Specify version and date	No
G.1	Does your system support multi-page viewing? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
G.2	Does your system support the ability to view more than one document simultaneously? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
G.3	Does your system support manual zooming? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
G.4	Does your system provide the ability to rotate documents for viewing? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
G.5	Does your system provide the ability to reorder pages within an image? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					

5.8 H - Document Printing Requirements

	Requirement	Yes using vanilla / unmodified delivered system	Yes - needing Custom- ized code written	Future release as part of main package. Specify version and date	Future release as add on module. Specify version and date	No
H.1	Does your system support single page printing? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
H.2	Does your system support multi-page printing? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
H.3	Does your system allow printing with annotations? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
H.4	Does your system allow printing without annotations? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
H.5	Does your system support printing to network printers? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					

H.6	Does your system support printing to direct connect printers? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
H.7	Does your system allow for suppressing document printing? This could be from within a workflow process as well as individual or multiple documents. If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					
H.8	Does your system support scaling images to fit on a page (either enlarging or shrinking)? If yes, describe how.					
	Module or Modules that fulfill this requirement:					
	Describe:					

5.9 I - Conversion Requirements

While there are no imaging systems currently in place, the conversion of documents included in this RFP relates to imaging of paper documents. This section does request information specific to supported formats of imaged items should the need arise in the future.

Conversion of existing documents is an important component of this RFP, whether the vendor proposes performing the process themselves or via a partner provider. Cost estimates for these services should be included in the "Volume Scanning and Indexing Cost Estimates" table in Section 7.

This RFP was designed to encompass the many facets of this project, rather than involving multiple procurements. If responding vendors do not offer these services themselves, our expectation is that they would include pricing and conversion details on partner providers to perform this service.

	Requirement
I.1	Describe the formats you support and services you offer for converting images to your system format.
	Module or Modules that fulfill this requirement:
	Describe:
I.2	Describe the support services you offer for converting images from paper documents to your system format. Include how you handle fragile documents.
	Module or Modules that fulfill this requirement:
	Describe:

6 DEMONSTRATION SCENARIOS

Following the review of written proposals, at their discretion, HSU may elect to invite the Vendor(s) to provide a demonstration of their Document Management and Imaging system. The focus is to demonstrate system functionality and capability however vendors can also highlight the consultative services and experience their company would bring to this initiative. Humboldt State University is expecting each Vendor to provide a demonstration of a DMI solution that considers integration points with the PeopleSoft ERP system. This expectation means that a Vendor should make reasonable judgments about the level of detail to include. The University does not need nor expect to review data on the Vendor's history, financial status, administrative organization or related issues in these demonstrations.

Vendor demonstrations will be limited to one hour and can follow any format desired by the vendor. Vendors should allow time for a question and answer session. Demonstrations will be expected to address the following issues:

- How could your company assist in converting documents from paper to electronic? This should include backfile as well as go-forward scanning.
- How does your system integrate with PeopleSoft?
- How does your workflow product operate? Explain how you would approach automating the Appointment Document process illustrated by the case study in Section 4.4.2.
- How will your product reduce expenses at Humboldt State University?
- What flexible pricing options will you offer for both initial licensing as well as future growth?
- What is the scope of your proposed training?
- What is the scope of services included in your quoted consulting fee?

A large conference room will be available for demonstrations and HSU will provide all support needed to set up chairs and tables. HSU will also provide a projection screen and connection to the Internet and telephone. The Vendor is expected to bring all other equipment needed for demonstrations. An hour will be allotted for setup prior to the demonstration.

7 COSTS AND RESOURCES

Contractor name & address:

Contractors are asked to use the following cost tables for their RFP response.
(New language in re-bid RFP) **For evaluation purposes, it is important that vendors use *only* these tables and not substitute tables of their own arrangement.**

This RFP has been published on the State of California website with a contract value range of \$50,000 - \$99,000.

7.1 Cost Tables

Use **Cost Table 1: Total Cost Summary** to summarize all costs required for the implementation of the proposed solution described in the RFP. Details for all options should be included in related detail cost table. Throughout this section please add lines and create multiple tables where necessary to give the most complete cost information.

If a vendor is considering remote work, all costs (including shipping & insurance of materials) must be included. Any remote imaging of confidential and employee documents will be subject to review with legal counsel and union representatives. There must be an overall cost benefit justification for a vendor to be successful in proposing off-site work.

Details for each line item in Cost Table1 should be provided in the remaining tables in this appendix as follows:

Volume Scanning and Indexing Cost Estimates— pricing of solutions for volume scanning and indexing of large volumes of existing paper files to expedite the implementation process.

Cost Table 2: Core Modules -details of the license fees and annual maintenance fees for five (5) years for the core system modules. “Hosted” solutions must account for long term costs, year over year.

Cost Table 3: Required Additional Modules - details of the license fees and annual maintenance fees for five (5) years for the required modules not included with core system modules.

Cost Table 4: Recommended Optional Modules -details of the license fees and annual maintenance fees for five (5) years for the recommended optional modules not included with core system modules.

Cost Table 5: System Software and Utilities -details of the license fees and annual maintenance fees for five (5) years for system software and utilities.

Cost Table 6: Installation - details of the costs for software installation.

Cost Table 7: Training - details of the costs for the training required for system implementation and operations; this must include both scanning and indexing as well as development and maintenance of automated workflows.

Cost Table 8: Consulting Costs – details of the consulting costs for installation and implementation needed for your proposed DMI SYSTEM solution.

Cost Table 1: Total Cost Summary

Cost Table 1: Total Cost Summary								
Description	Related Cost Table	Initial Start-up / One-time costs	On-going Cost Year 1	On-going Cost Year 2	On-going Cost Year 3	On-going Cost Year 4	On-going Cost Year 5	Total Initial Cost + 5 Years
Core Modules	2							
Required Additional Modules	3							
Recommended Optional Modules	4							
System Software and Utilities	5							
Installation	6							
Training	7							
Consulting	8							
Travel Expenses (per California State Travel Guidelines)	ALL							
TOTAL								

Volume Scanning and Indexing Cost Estimates

Provide pricing of flexible volume pricing solutions for scanning and indexing of large volumes of existing paper files. Please include per increment values for our use in estimating expenses, i.e. per inch, per page, etc. and any special expenses relating to small size items, duplex or colored pages.

In order to help estimate the size of this project, HSU expects to initially convert a document volume of 500,000 to 1,000,000 single-sides, primarily in the Human Resource and Payroll departments.

On an ongoing basis, scanning estimates for the Human Resource and Payroll departments total 400 documents per week. These are anticipated to be the initially converting departments. Document characteristics include:

- 8 ½ X 11
- 11X14 single sheet
- 11X14 tractor feed
- 8X5 card stock
- 3X11 receipt copies
- Varied colors
- Duplex documents

(Note: volume estimate above includes double-count for estimated percentage of duplex documents.)

HSU expects effective knowledge transfer during the initial scanning implementation so as to permit independent implementation of backfile scanning of a large volume of currently existing paper documents.

Volume Scanning and Indexing				
Provider(s)	Scanning Costs Please include per Increment value(s) as well as how duplexed documents are priced	Indexing Costs Please include per Increment value(s).	Miscellaneous i.e. shipping (if scanning performed offsite) or special repair & handling costs	Total Cost
	/	/		
	/	/		
	/	/		
	/	/		

Cost Table 2: Core Modules

Use Cost Table 2 to provide the detail costs for the license fees and annual maintenance fees for five (5) years for the core required for the application software modules you are proposing for your solution. "Hosted" solutions must account for long term costs, year over year, in order to be considered.

Vendors are encouraged to provide a variety of costing approaches.

For example, an estimated 10-25 users may be performing scanning functions, whereas users who may be actually adding notes, edits or routing documents may range from 25-50. Retrieval users, defined as those that are view only, could exceed 1,000; however, based on licensing structure, this may not require actual "licenses" but rather an alternate access point where the requesting user is emailed a login and link where they can login for a pre-defined and temporary period of time to view the document(s) that have been retrieved at their request.

We estimate 5-10 Administrative users defined as those that would actually create and maintain workflow processes. The number of workflow users who would be limited to responding to the requirements of a workflow would be a greater number. Responding vendors should provide a range of licensing options, such as 1-50, 50-100 and 100+.

Cost Table 2: Core Modules							
Description	Initial Software License	On-going Cost Year 1	On-going Cost Year 2	On-going Cost Year 3	On-going Cost Year 4	On-going Cost Year 5	Total Initial Cost + 5 Years
TOTAL							

Cost Table 3: Required Additional Modules

Use Cost Table 3 to provide the detail costs for the license fees and annual maintenance fees for five (5) years for the required additional modules not included in your core modules for the document management application software you are proposing.

Cost Table 3: Required Additional Modules							
Description	Initial Software License	On-going Cost Year 1	On-going Cost Year 2	On-going Cost Year 3	On-going Cost Year 4	On-going Cost Year 5	Total Initial Cost + 5 Years
TOTAL							

Cost Table 4: Recommended Optional Modules

Use Cost Table 4 to provide the detail costs for the license fees and annual maintenance fees for five (5) years for the recommended optional modules not included in your core modules for the document management application software you are proposing.

Cost Table 4: Required Optional Modules							
Description	Initial Software License	On-going Cost Year 1	On-going Cost Year 2	On-going Cost Year 3	On-going Cost Year 4	On-going Cost Year 5	Total Initial Cost + 5 Years
TOTAL							

Cost Table 5: System Software and Utilities

Use Cost Table 5 to provide detail costs for the license fees and annual maintenance fees for five (5) years for your system software and utilities.

Cost Table 5: System Software and Utilities							
Description	License	On-going Cost Year 1	On-going Cost Year 2	On-going Cost Year 3	On-going Cost Year 4	On-going Cost Year 5	Total Initial Cost + 5 Years
System Software							
System Utilities							
Others:							
TOTAL							

Cost Table 6: Installation

Use Cost Table 6 to provide details of costs that would be incurred during the installation of the software required to support your proposed solution.

Cost Table 6: Installation	
Description	Cost
Application Software Installation	
System Software Installation	
Desktop Software Installation	
Others:	
Travel Expenses (per California State Travel Guidelines)	
TOTAL	

Cost Table 7: Training

Use Cost Table 7 to provide cost details for the training required for software modules and for system and database implementation and support needed for your proposed solution. This must include both scanning and indexing training as well as training in use of development and maintenance of automated workflows.

Cost Table 7: Training				
Class Description	Class Days	Number of Students	Education Credits	Subtotal
Core Modules				
CORE MODULES TRAINING SUBTOTAL				
Required Additional Modules				
REQUIRED ADDITIONAL MODULES TRAINING SUBTOTAL				
Recommended Optional Modules				
RECOMMENDED OPTIONAL MODULES TRAINING SUBTOTAL				
System Administrator Training				
System Administrator				
Other				
SYSTEM ADMINISTRATOR SUBTOTAL				
ALL TRAINING TRAVEL EXPENSES (per California State Travel Guidelines)				
TOTAL				

Cost Table 8: Consulting Costs

Use Cost Table 8 to provide cost details for the consulting costs for installation and implementation needed for your proposed solution. If multiple consultants will be assigned to the same task, please insert a separate row to represent each proposed consultant including their hourly rate and monthly hours. The descriptions listed are for example only; vendors are encouraged to modify this list as necessary to meet the needs of their proposal.

Cost Table 8: Consulting Costs		Hours per fiscal Year* (based on proposed project plan) FISCAL YEAR _____											
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Labor Category / Task Description	Hourly Rate												
Project Management													
Project Planning and Organization													
Fit / Gap and Design													
System Administration Orientation													
Database Administration Orientation													
Build and Implementation													
Testing													
System/Database Installation (if not already addressed in Cost Table 8)													
Data Conversion													
System/Database Training (if not already addressed in Cost Table 7)													
Change Management (if not already addressed in Training Cost Table 7)													
Other													
TRAVEL EXPENSES (per California State Travel Guidelines)													
TOTAL													

*campus fiscal years are from July through June.

8 OFFICE DOCUMENT IMAGING NEEDS

The documents listed below represent a sample of documents used at California State University Campuses, but does not include every possible business area; actual need at Humboldt State University may vary. The document types and volumes for subsequent scanning scopes will be determined during final implementation planning.

Area	Document
Accounts Payable	Invoices
	204 – Vendor Data Record Forms
	Travel 1A's
	Travel Claims and Supporting documentation
	Petty Cash and Supporting documentation
	Cd102's
	1099's
	Procurement Card Statements and Backup
	Student Refund Forms
	File copy of AP checks, non-student
Payroll Services	Excess/Deficit Forms
	Leave Usage/Hourly Pay Forms
	Premium Pay Forms
	Additional Pay Forms
	Overtime for CTO
	Special Consultant Pay Forms
	674 Forms – Payroll Adjustment Notice
	676 Forms – Non USPS Adjustment Request
	Employee Action Request Form
	Student Employment Request Form
	Student Payroll Action Request
Human Resources	Position Description (HR120)
	Classifier's notes
	Marriage certificate
	Enrollment and Change Worksheet
	Health Benefit Enrollment Form (HBD-12)
	WC Disability Report
	Physician's notes
	Supervisor's Report of Injury
	Personnel Action Form (HR101)
	Service Award Letter
	Professional License/Certificate
	PIMS Workup Sheet
	PPT
	Offer Letter
	Faculty Appointment/Assignment Record (AP101)
	Employee Separation Form (PR300)
	Payroll FMI Calc Sheet
	Staff Performance Appraisal
	Unit 4 Performance Evaluation (HR140)

9 AWARD CRITERIA

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

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

An evaluation committee will review accepted proposals. The committee will consist of at least three (3) people representing the campus.

9.1 Selection of Finalists

Consulting firms who submit a proposal in response to this RFP may be required to make a presentation of their proposal and service capability to the Humboldt State University Evaluation Team. This is denoted by the "Vendor Demonstration" dates in the schedule of events, see Section 2.1 above. Please hold these dates. HSU will contact you should we decide to conduct in person vendor demonstrations.

If conducted, the presentations will provide an opportunity for the consulting firms to clarify their proposal as well as for the Evaluation Team to solicit additional information concerning the consulting firm's service offerings. Vendors responding to the system solution components of this RFP should be prepared to present following the guidelines highlighted in Section 6, Demonstration Scenarios. Vendors responding as implementation partners only should also be prepared to expand upon their services relative to the proposal requirement noted in Sections 4.4.1 and 4.4.2 of this document.

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

9.2 Proposal Analysis

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

1. Product and Experience

30 points

- In depth knowledge and experience with the proposed solution and related products such as PeopleSoft HR, Financials, and Campus Solutions (Student Administration)
- Sufficient consultant depth and experience with the proposed solution and related products to staff multiple, simultaneous teams.
- Demonstrated ability to create innovative and creative solutions to meet strategic objectives.
- Ability to adapt solutions to the unique needs of Humboldt State University operating in an environment that must integrate with the centralized set of functionality, commonly referred to as "CMS Baseline" and delivered by the CSU Chancellor's Office.

- Ability to build confidence in the project within the Humboldt State University community, (e.g., leadership, faculty, staff, students, etc.).

2. Methodology 20 points

- A proven and effective methodology appropriate to the nature of this project.
- Developed and proven tools to assist HSU in this project.
- A proven approach and tools for delivering knowledge transfer to HSU.
- An approach to project costing and budgeting that ensures successful project delivery within budget and on-time.

3. Implementation Plan 20 points

- Ability to provide a comprehensive project plan encompassing all project activities.
- Ability to provide project management services to the HSU Project Managers with regard to maintaining and updating the project plans.
- A strategy for development of detailed resource plans.

4. Cost 30 points

- Overall bid price.

This category awards points based on the rates for services. The lowest cost bid receives the maximum points. Each higher priced bid will be scored as follows: Bid amount divided by low bid amount = cost factor. 30 points divided by cost factor=scored points. Fractional points over .49 are rounded up. EXAMPLE: Bid A was low at \$10,000 and received 30 points. Bid B was next lowest at \$11,000. Bid B when divided by Bid A equals a cost factor of 1.1. 30 points divided by 1.1 equals the point score of 27.27. Fractional rounding yields a point score of 27.

Total: 100 points

Points will be awarded based on the following scale:

Excellent	up to	100% of possible points
Above Average	up to	75% of possible points
Satisfactory	up to	50% of possible points
Fair	up to	25% of possible points
Not Satisfactory or Non-Responsive		0% of possible points

The University will use the above criteria to select a list of finalists.

The finalists will be determined based on the highest ranking assessed during the Award Criteria Phase. The number of finalists chosen to proceed to the presentations phases, as necessary, will be based on a representative sample of the total number of bidders.

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

9.3 Supplemental Provisions

Humboldt State University reserves the right to reject all proposals, decline purchase of phases of the project in part or all or to purchase in any combination at a later date.

Contractors must comply with all provisions outlined in the California State University (CSU) General Provisions for Information Technology Acquisitions, set forth as Exhibit 1.

Contracted pricing shall remain fixed for the extent of the agreement. Humboldt State University, at its discretion, may elect to purchase portions of the awarded Contractor's solution.

The contract may be terminated if the Contractor does not perform in accordance with the service standards set forth in Section C (Specifications / Scope of Work) of your response. Humboldt State University will own all deliverables up to the point of termination; as required in Section 4, Scope of Services, all deliverables must be provided in an editable format.

No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract. c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.

If a proposer claims preference as a small business, they must supply with their proposal a completed Small Business Preference and Certification Request, set forth as Exhibit 2. This should be included in your response, Section E.

Disabled Veteran-Owned Business Enterprise Requirements: Proposers are requested to complete and return with their response the Disabled Veteran Business Enterprise Participation documents, referenced as Exhibit 3. Pursuant to Public Contract Code Military and Veterans Code, Section 999 et seq., California Code of Regulations, Title 2, Section 1896.60 et seq., and Public Contract Code Sections 10115 et seq., proposers failing to meet the statewide participation goals or demonstrate a good faith effort **WILL** be considered non-responsive and ineligible for a purchase/contract award of more than \$10,000. A response to the DVBE participation requirement is a **mandatory** part of every proposal submitted. Whether your response is DVBE Participation Goal Attainment or Good Faith Effort (see page 1-2 of 6 of DVBE instructions, shown as Exhibit 3 in this RFP) failure to respond **WILL** result in your proposal being excluded from consideration. If you have any questions regarding this requirement please contact:

A. Gail Dungan
Contracts, Procurement & Risk Management
707.826.3307
707.826.3312 Fax
agd7001@humboldt.edu

10 VENDOR CHECKLIST

(New language in re-bid RFP): This checklist has been created to help ensure your proposal contains all documents necessary to be considered. Completed checklists should be included in Section A.2 of your response.

Section A - Executive Summary

- ☐ A.1 - Company Cover Letter
- ☐ A.2 – Vendor Checklist
- ☐ A.3 – Table of Contents
- ☐ A.3 - Executive Summary

Section B – Company Profile

- ☐ B.1 - Company Profile and Experience
- ☐ B.2 – References
- ☐ B.3 – Personnel
- ☐ B.4 - Forward Vision and Value Proposition

Section C – Specifications / Scope of Work

- ☐ C.1 - Scope of Services
- ☐ C.2 - Technical and Functional Requirements questionnaire response

Section D – Cost and Resources

- ☐ D.1 – Cost Tables

Section E – Required Documents (as identified in RFP Supplemental Provisions section 9.3)

- ☐ E.1 - Small Business Certification (if applicable)
- ☐ E.2 Disabled Veteran Business Enterprise (DVBE) Certification (Participant or Good Faith Effort). Please note: DVBE certifications or demonstration of Good Faith Effort documents submitted by vendors who responded to the original RFP, may be resubmitted with their new proposal for this re-bid RFP. **Responses that do not include a DVBE form will not be considered.**

- ☐ Seven (7) complete hardcopy versions of proposal.
- ☐ One (1) electronic version of proposal on compact disk.

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Revision 7/24/06**

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1. Commencement of Work

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

2. Invoices

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

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

The Contractor shall submit invoices to the CSU for payment of goods and services rendered. Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the acceptance of goods by the CSU; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract. The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Appropriation of Funds

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

4. Cancellation

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

5. Independent Status

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

6. Conflict of Interest

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

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

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7. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

8. Assignments

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

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

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

11. General Indemnity

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

12. Use of Data

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

13. Termination for Default

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

14. Personnel

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

15. Nondiscrimination

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

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Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

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

16. Drug-Free Workplace Certification

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

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

17. Severability

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

18. Dispute

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

Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

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19. Privacy of Personal Information

Contractor expressly acknowledges the privacy rights of individuals to their personal information that are expressed in the State's Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws.

Contractor further, acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records.

Contractor shall maintain the privacy of protected personal information and shall be financially responsible, if and to the extent that any security breach relating to protected personal information results from acts or omissions of Contractor, or its personnel, for any notifications to affected persons (after prompt consultation with CSU), and to the extent requested by CSU, administratively responsible for such notifications.

20. Waiver of Rights

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

21. Endorsement

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

22. Patent, Copyright, and Trade Secret Indemnity

- a) Contractor will indemnify, defend, and save harmless the CSU, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the CSU with indemnity protection.
 - i) The CSU will notify Contractor of such claim in writing and tender the defense thereof within a reasonable time; and
 - ii) The Contractor will have control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law the CSU has the option to participate in such action at its own expense.
- b) Contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing provided they comply with Contract bid and performance requirements and/or expectations. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the CSU shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the CSU in procuring substitute Deliverables or Software at Contractor's cost and expense. If, in the sole opinion of the CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impracticable, the CSU shall then have

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the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

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

23. Compliance with NLRB Orders

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

24. Examination and Audit

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

25. DVBE and Small Business Participation

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

26. Citizenship and Public Benefits

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

27. Americans With Disabilities Act (ADA)

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

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

28. Child Support Compliance Act

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

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

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29. Document Referencing

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

30. Taxes, Fees, Expenses, and Extras

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

Unless otherwise indicated on the Purchase Order or Contract, on "FOB Shipping Point" transactions vendor shall arrange for lowest cost transportation, prepay, add freight to invoice, and furnish supporting freight bills over \$50. Shipments that are California intrastate in nature and where freight is to be borne by the CSU shall be tendered to carriers with written instructions that rates and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.

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

31. Forced, Convict, Indentured and Child Labor

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

32. Covenant Against Gratuities

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

33. Rights and Remedies of CSU for Default

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

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

34. Contractor's Power and Authority

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

35. Recycled Content Certification

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

36. Entire Contract

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

37. Safety and Accident Prevention

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

38. Rights in Work Product

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Clause will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials. The CSU will have Government Purpose Rights to the Work Product as Deliverable or delivered to the CSU hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the CSU for any CSU purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works

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from, and disclose the Work Product for any CSU purpose. Such recipients of the Work Product may include, without limitation, CSU Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

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

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

39. Follow-On Contracts

- a) If the Contractor or its affiliates provides Consulting and Direction (as defined below), the Contractor and its affiliates:
 - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever comes later.
- b) "Consulting and Direction" means services for which the Contractor received compensation from the CSU and includes:
 - (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

40. Expatriate Corporations

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

41. Insurance Requirements

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

- (a) The certificate of insurance shall provide:
 - (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU;

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- (ii) That the State of California, the Trustees of the California State University, the CSU, the campus and the employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
- (iii) That the State, the Trustees, and the CSU, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
- (iv) That the insurer has an AM Best rating of A:VII or equivalent.
- (b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSU, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (c) Workers' Compensation insurance coverage as required by the State of California.

42. Confidentiality of Data

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

THE CALIFORNIA STATE UNIVERSITY

SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

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

Project No. _____

Project Name _____

The undersigned hereby requests preference as a "Small Business" and further certifies under penalty of perjury, that the firm still meets the requirements of the California Code of Regulations, Title 2, Section 1896 *et seq.*

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

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

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

Questions regarding the preference approval process should be directed to Small Business & DVBE Services, telephone (800) 559-5529 or (916) 375-4940, address: 707 Third Street, First Floor-Room 400, West Sacramento, CA 95605, or if by mail: P.O. Box 989052, West Sacramento, CA 95798-9052. You can also reach them via email (osdchelp@dgs.ca.gov) 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 Contractors State License Board. Bidders bidding jointly or as a combination of several business organizations are specially cautioned that such bidders must be jointly licensed and approved in the same form and style in which the bid is executed.

Legal Name Style of Bidder(s)

Signature of Bidder

Date

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

Name of Firm

Is Firm Above a Listed Subcontractor? _____ Yes _____ No Percentage _____

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



THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
Disabled Veteran Business Enterprise (DVBE) Participation Requirement

I. STATEMENT OF DVBE PARTICIPATION GOAL REQUIREMENT

State law requires that state agencies make efforts to achieve a goal of three (3) percent participation for disabled veteran business enterprises (DVBE) in state contracts.

Read this document carefully. Failure to comply with the DVBE requirement will cause your bid to be deemed nonresponsive and your firm ineligible for award of this contract.

II. DEFINITIONS

The following definitions have general applicability throughout this document.

- A. **Trustees** as used herein, means the Board of Trustees of the California State University and includes any division or campus thereof which has been delegated the authority to enter into contracts on behalf of the Trustees, and any person acting under authority of such delegation.
- B. **Bidder** as used herein, means any person or entity making an offer or proposal, competitively or non competitively, for the purpose of securing the awarding or letting of a contract by the Trustees.
- C. **Disabled Veteran** as used herein, means a veteran of the military, naval or air services of the United States with at least a 10 percent service-connected disability who is a resident of the State of California.
- D. **Disabled Veteran Business Enterprise (DVBE)** as used herein, means a business concern certified by the Office of Small Business Services and Certification Resources as meeting all of the following:
 - 1. The business is at least, 51 percent owned by one or more disabled veterans or in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.
 - 2. One or more disabled veterans manage and control the daily business operations. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business concern.
 - 3. A sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm or other foreign-based business.

III. SATISFACTION OF THE DVBE PARTICIPATION GOAL REQUIREMENT

A. Goal Attainment and/or "Good Faith Effort"

In order to satisfy and be responsive to this requirement, the bidder must either meet the DVBE Participation Goal or document a "Good Faith Effort" to meet that goal as follows:

1. DVBE Participation Goal Attainment

The three (3) percent Disabled Veteran Business Enterprise (DVBE) Participation Goal is attained when:

- (a) The bidder is not a DVBE and is committed to use DVBEs for not less than three (3) percent of the contract dollar amount; or
- (b) The bidder is a DVBE and committed to performing not less than three (3) percent of the contract dollar amount with its own forces or in combination with those of other DVBEs.

2. Good Faith Effort

A "Good Faith Effort" to meet the DVBE goal is achieved by doing all of the following five items prior to the final bid due date. Each of these items must be satisfied for each contract bid. The bidder shall:

- (a) Contact the Trustees, Humboldt State University, DVBE Coordinator for this bid to identify potential DVBEs. This telephone call will initiate the provision of information to the bidder;
- (b) Contact other state and federal government agencies and local DVBE organizations to identify potential DVBEs for this contract;
- (c) Advertise in trade paper and papers focusing on DVBEs. Advertisement must have appeared in publications at least ten (10) calendar days prior to the bid due date, unless time limits imposed by the Trustees do not permit that advertising;
- (d) Send solicitation to potential DVBE subcontractors and suppliers for this contract with sufficient lead time to fully entertain and consider responding bids. Sufficient lead time is at least ten (10) calendar days prior to the bid due date, unless time limits imposed by the Trustees do not permit that lead time; and
- (e) Consider responding DVBEs for participation in this contract.

B. Approved Utilization Plan

1. General

In satisfaction of the DVBE participation goal requirement, State law permits bidders bidding on contracts for materials, supplies, or equipment, including electronic data processing ("EDP") goods and services to submit a DVBE Utilization Plan that has been approved, prior to the final bid due date, by the State Department of General Services Procurement Division.

AN APPROVED UTILIZATION PLAN MAY NOT BE USED TO SATISFY THE DVBE PARTICIPATION GOAL REQUIREMENT FOR ANY PUBLIC WORKS CONTRACT.

2. Utilization Plan Criteria and Approval

(a) Criteria

At a minimum, the Utilization Plan must include all of the following information:

- (1) A statement of the vendor's disabled veteran business enterprise utilization plan, including the primary objectives of the utilization plan.
- (2) An explanation showing sufficient business reasons why the vendor did not meet disabled veteran business enterprise participation goals set forth in the vendor's disabled veteran business utilization plan submitted to, and approved by, the Department of General Services in the previous year, if applicable. Further, if vendor did not meet the disabled veteran business participation goals in the previous year, the vendor shall also identify remedial steps it will take to meet the goals in the current utilization plan.
- (3) A statement of the vendor's disabled veteran business utilization goals for the succeeding year. At a minimum these utilization goals shall be equal to the statewide participation goals set forth in subdivision (c) of Section 10115 of the Public Contract Code.
- (4) Estimated total dollars to be subcontracted by the vendor for sales within the United States for the succeeding year.
- (5) Estimated total dollars to be subcontracted by the vendor for sales within the State of California for the succeeding year.
- (6) Total dollars, as expressed as a percentage of the amount estimated pursuant to paragraph (5) intended to be subcontracted with disabled veteran-owned business enterprises.
- (7) A representative listing of the products and services that the vendor anticipates subcontracting, including an identification of the types of subcontracting planned for disabled veteran business enterprises.
- (8) The name of the individual employed by the vendor who will administer the vendor's utilization plan, including a description of the duties of the individual.
- (9) A description of the efforts that the vendor will undertake to ensure that disabled veteran business enterprises will have an equitable opportunity to compete for contracts.
- (10) A listing of the records and reports that the vendor will maintain to demonstrate the practices and procedures that have been adopted to comply with the requirements and goals of the utilization plan.

- (11) Affirmation that the vendor met the statewide disabled veteran business enterprise utilization goals for the previous year, if applicable.

(b) Approval

A business utilization plan shall be considered approved by the Department of General Services as of the date submitted to the Department of General Services so long as the plan meets the minimum criteria set forth in paragraphs (1) to (11), inclusive, in Subsection (a) above.

IV. DVBE PARTICIPATION GOAL DOCUMENTATION REQUIREMENTS

A. General

The bidder must document its effort to either meet the DVBE participation goal requirement or make a good faith effort to meet it.

Bidders who propose goal attainment are encouraged to submit documentation for making a "Good Faith Effort" also. This will ensure against the possibility that the Trustees will not agree that goal attainment has, in fact, been met.

The bidder's efforts to meet the contract DVBE Participation Goal and/or make a "Good Faith Effort" to meet the goal must be sincere and the documentation must be sufficient to reasonably demonstrate that sincerity to the Trustees. Final determination of DVBE Participation Goal attainment or a "Good Faith Effort" by the bidder shall be at the Trustees' sole discretion.

B. Required Documentation

The DVBE documentation forms that must be completed are as follows and instructions for completing the required forms correctly are included to assist the bidder.

1. DVBE Transmittal Form

Bidders must fill out and attach the DVBE Transmittal Form as a cover sheet to the required documents and submit it and the additional required documentation within the timeframe specified in the bid solicitation, or if not specified therein, within a timeframe otherwise designated by the Trustees. All requested DVBE documentation must be completed on the forms provided and submitted with the DVBE Transmittal Form.

2. Summary of Disabled Veteran Owned Business Participation (Attachment 1)

Whether DVBE Participation Goal Attainment or the "Good Faith Effort" alternative is chosen, Attachment 1, Summary of Disabled Veteran Owned Business Participation, must be completed showing the type of work and company proposed for DVBE participation, their subcontractors (if any), and other related information. If no participation is achieved, the bidder is to state "N/A" or "None" on the first line of the form. Complete the form providing the information as follows:

- (a) **Company Name** - list the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, its name must also be listed to receive participation credit.

- (b) **Nature of Work** - identify the proposed work or service to be provided by the listed company.
- (c) **Contracting With** - list the name of the department or company with which the company listed is contracting.
- (d) **TIER** - the contracting tier should be indicated with the following level designations:
 - 0 = Prime contractor;
 - 1 = First tier subcontractor/supplier;
 - 2 = Second tier subcontractor/supplier of first tier subcontractor/ supplier;
 - 3 = Third tier subcontractor/supplier of second tier subcontractor/ supplier;
 - etc.
- (e) **Claimed DVBE Value** - the total dollar amount of the value claimed by a disabled veteran business enterprise.
- (f) **Percentage of Contract** - compute the percentage (%) the claimed DVBE value is of the total contract dollar amount.
- (g) **DVBE Certification** - The bidder must include one copy of the DVBE certification letter from the Office of Small Business Services and Certification Resources for each DVBE firm listed on the Summary of Disabled Veteran Owned Business Participation.

3. **Bidder's Certification (Attachment 2)**

The bidder must sign and include **the Bidder's Certification**, certifying that each firm listed on the Summary of Disabled Veteran Owned Business Participation (Attachment 1) complies with the legal definition of DVBE.

4. **Documentation of Good Faith Effort (Attachment 3 (3 pages))**

Bidders must submit documentation to support their contacts with the Trustees, other state and federal governmental agencies, and other organizations that helped identify or provided a list of interested DVBEs for this contract. A list of dates, times, (if known), organizations contacted, and contact names and phone numbers must be provided to corroborate these contacts.

C. **Timeframe for Submitting Documentation**

The DVBE participation documentation must be submitted within the timeframe specified in the bid solicitation, or if not specified therein, within a timeframe otherwise designated by the Trustees. Failure to submit full and accurate documentation within the specified or designated timeframe will result in your firm being deemed non-responsive, and thus ineligible for award of the contract.

V. USE OF PROPOSED DVBE

If awarded the contract, the successful bidder must use the DVBE subcontractors and/or suppliers proposed in its bid proposal unless it has requested substitution and has received approval of the Trustees in compliance with the Subletting and Subcontracting Fair Practices Act.

Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the Trustees under the default section of the contract.

VI. ADDITIONAL DVBE INFORMATION SOURCES

- A. For more information regarding DVBE certification, copies of directories or for general DVBE information, contact:

State of California, Department of General Services, Procurement Division
Small Business & DVBE Services Branch
P.O. Box 989052,
West Sacramento, CA 95798-9052 (mailing address)

707 Third Street, First Floor, Room 400,
West Sacramento, CA 95605 (physical address)

Telephone number: (800) 559-5529 or (916) 375-4940
Email: osdchelp@dgs.ca.gov
Or, via the Internet at www.pd.dgs.ca.gov/smbus

VII. CONTRACT AUDITS

Contractor agrees that the Trustees or its delegate will have the right to obtain, review, and copy all records pertaining to performance of the contract, including but not limited to reports of payments made to subcontractors during the term of a contract. Contractor agrees to provide the Trustees or its delegate with any relevant information requested and shall permit the Trustees or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this contract.

Disabled Veteran Business Enterprise (DVBE) Participation Requirement

DVBE Transmittal Form

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

Campus: _____

Project Name: _____

Project Number: _____

Bid Date: _____

Name of Contractor Submitting Bid: _____

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

____ Attachment 1: Summary of DVBE Participation

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

____ Attachment 3 (3 Pages): Documentation of Good Faith Effort

____ Attachment of Any Additional Supporting Documentation

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Attachment 1

SUMMARY OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION

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

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

Executed on: _____, at _____ in the state of _____
Date City

Signature of Contractor or Authorized Agent

Project Name

Project Number

Printed Name

Firm Name

Telephone

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

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

Date

Signature of Authorized Agent

Title

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Attachment 3
Page 1 of 3

DOCUMENTATION OF GOOD FAITH EFFORT

- A. List below the contacts made with the CSU, other state **and** federal agencies **and** Disabled Veteran Business Enterprise (DVBE) organizations in an effort to identify potential DVBEs for participation in this contract. Include dates, times, contact names and phone numbers.

<u>DATE/TIME</u>	<u>AGENCY/ORGANIZATION</u>	<u>CONTACT/PHONE #</u>
	<u>CALIFORNIA STATE UNIVERSITY</u>	
	<u>STATE AGENCIES</u>	
	<u>FEDERAL AGENCIES</u>	
	<u>LOCAL AGENCIES/ORGANIZATIONS</u>	

- B. Vendors are to list trade papers **and** other publications focusing on DVBEs in which the bidder advertised for participation in this contract. Include the date of advertisement and attach copies of such advertisements.

<u>Name of Trade/Focus Publications</u>	<u>Dates of Advertisement</u>
1. _____	_____
2. _____	_____
3. _____	_____

Contractor/Bidder Name: _____

DOCUMENTATION OF GOOD FAITH EFFORT

- C. List potential DVBEs that the bidder solicited for participation in this contract along with the dates the solicitations were sent. Contractor/Bidder to attach a sample of the solicitation sent to DVBE firms. If phone contact was made, please describe the services or products for which you solicited participation.

DVBE Firm	Date of Mailing	Date of Telephone Contact	Results Selected/Reason for Non-Selection
1. _____			
2. _____			
3. _____			
4. _____			
5. _____			
6. _____			
7. _____			
8. _____			
9. _____			
10. _____			
11. _____			
12. _____			
13. _____			
14. _____			
15. _____			

D. DVBE Solicitations

Solicitation Sample:

Bidder must attach a sample of the solicitation sent to DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Attachment 3
Page 3 of 3

DOCUMENTATION OF GOOD FAITH EFFORT

Identification of (1) all DVBEs who submitted bids or quotations, (2) nature of work, supplies or services offered which are not accepted, (3) dollar amounts of the DVBEs bids not accepted, (4) subcontractors and/or suppliers who will be used instead of the DVBEs, (5) dollar amounts of these subcontractors and/or suppliers' bids, and (6) the reason for the bidder not accepting the DVBE's bid. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids (\$) (3)	Subcontractor/ Supplier to be used (4)	Bid Amount Accepted (5)	Reason not Accepted (6)

CSU OFFICE USE ONLY

Recommendation

_____ Met Goals
_____ Did exert good faith effort
_____ Did not exert good faith effort

Approved _____ Disapproved _____

Signed: _____ Date: _____
DVBE Coordinator