

Section 1
Key Action Dates

1.	Release of RFP	Monday	8/02/10	
2.	Last Day for Questions	Friday	8/20/10	
3.	Deadline for Submission of Proposal	Tuesday	8/31/10	10:00am
4.	Review of Proposals	Tuesday	8/31/10 – 9/2/10	
5.	Notification of Intent to Award	Friday	9/03/10	
6.	Last Date to Protest Award	Wednesday	9/08/10	
7.	Award of Contract	Thursday	9/09/10	
8.	Project Start Date	Friday	9/10/10	

Questions Regarding the RFP:

Bidders requiring clarifications of the intent or content of this RFP or on procedural matters regarding the proposal process may request clarification by submitting questions, in writing, clearly marked "Questions Relating to RFP# 1001, to the campus representative below.

Location and address for Submission of Proposals:

Purchasing Department
University Hall Rm 180
CSU, Northridge
18111 Nordhoff Street
Northridge, CA 91330-8231

Campus Representative:
Debra Finley, Buyer III-Lead
(PH) 818/677-2301
(FAX) 818/677-6544

Parking:

Metered Parking (quarters only) or a one day pass available at information booths.

Section 2

Request for Proposal

The purpose of this Request for Proposal (hereinafter referred to as RFP) is to solicit proposals from qualified firms to implement Oracle's EPM 9.1 Data Warehouse for Student Administration at California State University, Northridge.

Background

California State University, Northridge (CSUN), one of the largest of the 23 campuses of The California State University system, is located twenty-five miles northwest of central Los Angeles in the San Fernando Valley, a suburb with a multi-ethnic population of over one million people. The University enrolls approximately 27,700 students (20,000 FTEs and one-half ethnic minorities) served by over 1,500 faculty. The campus size is 353 acres with twelve major structures.

Brief description of scope of services:

Vendor to provide consulting and implementation for the following data marts:

- Admissions and Recruiting
- Student Records
- Student Financials

Expert resources are needed in the following area:

- Oracle Database Administration and Tuning (Oracle 10g)
- EPM 9.1 Architecture Assessment and Application Installation
- ETL development in the EPM supplied toolset (Ascential)
- OBIEE Architecture Assessment and Application Installation
- OBIEE development
- PeopleSoft 8.9 / 9.0 Admissions and Recruiting, Student Records and Student Financial data

Deliverables are as follows:

- Assess existing CSUN Oracle 10g architecture and identify any gaps or issues that need to be addressed
- Install EPM 9.1 and OBIEE
- Implement and debug delivered ETL maps and successfully populate 2 full years of data for the three (3) data marts identified previously into test and production environments
- Tune the database and application for optimum performance
- Provide hands-on knowledge transfer for ETL development and maintenance with CSUN staff
- Provide abbreviated technical training for ETL
- Provide abbreviated technical training for OBIEE
- Work with CSUN staff to create a small sample of custom ETL maps and jobs for knowledge transfer
- Work with CSUN Staff to create a small sample of custom OBIEE dashboards

Project Duration: Maximum of 3 to 4 months

Section 3

Disabled Veteran Business Enterprise (DVBE) Participation Requirements
(Documents Attached)

WAIVED FOR PURPOSES OF THIS RFP ONLY

Section 4

Scope of Work

Vendor to provide Consulting and Implementation services to Implement Oracle's EPM 9.1 data warehouse for Student Administration. The following data marts are required:

- Admissions and Recruiting
- Student Records
- Student Financials

Vendor must provide full implementation with limited involvement from CSUN staff.

Expert resources are needed in the following area:

- Oracle Database Administration and Tuning (Oracle 10g)
- EPM 9.1 Architecture Assessment and Application Installation
- ETL development in the EPM supplied toolset (Ascential)
- OBIEE Architecture Assessment and Application Installation
- OBIEE development
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- Provide abbreviated technical training for OBIEE
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- Work with CSUN Staff to create a small sample of custom OBIEE dashboards

Project Duration: Maximum of 3 to 4 months.

Proposals shall include the following with each response:

- A. Overall proposal and scope of work
- B. Major Milestones and timelines from project start to completion
- C. Detailed resource plan including time estimates by resource and rate
- D. Start dates to commence the project
- E. Resumes of proposed resources including contact information for a follow up telephone interview
- F. Total amount including consulting, implementation, travel and all incidental expenses

Section 5 Proposal Format

The content and sequence of each proposal must adhere to the following format, including, and clearly identifying the following elements:

1. Cover Letter

The cover letter shall include a brief statement of the vendor's intent to provide consulting and implementation services and signature of an authorized officer of the Firm who has legal authority for such transactions.

2. Table of Contents

The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

3. Compliance with Specifications

Confirm that each requirement in the Proposal Scope of Work will be met by the Firm.

4. Disabled Veteran Business Enterprise (DVBE) Compliance

Waived for purposes of this RFP Only.

5. Cost Sheet

Confirm that all costs have been itemized and cost sheet calculated and completed.

Section 6 Evaluation Criteria

Proposal Validation Check

The Campus Representative will check each proposal for the presence or absence of required information in conformance with the submission of requirements. These requirements are obligatory, and failure to fully comply will constitute an unresponsive proposal.

Evaluation Process

CSUN will appoint a proposal evaluation committee which will evaluate each qualified proposal to determine the responsiveness of bidders to CSUN's needs. CSUN reserves the right to reject any or all proposals.

Evaluation Criteria

The evaluation committee will individually review qualified bids, assigning point values for each evaluation criteria identified below. The scores will be totaled and the highest scored proposal will be awarded the contract.

Criteria	Points	Weight Total	Possible
<i>*DBA Experience</i>	<i>0-5</i>	<i>3</i>	<i>15</i>
<i>*Student EPM Experience</i>	<i>0-5</i>	<i>3</i>	<i>15</i>
<i>*ETL Experience</i>	<i>0-5</i>	<i>3</i>	<i>15</i>
<i>*Student Records Experience</i>	<i>0-5</i>	<i>2</i>	<i>10</i>
<i>*Student Financials Experience</i>	<i>0-5</i>	<i>2</i>	<i>10</i>
<i>*Financial Aid Experience</i>	<i>0-5</i>	<i>2</i>	<i>10</i>
<i>*EPM Installation / Architecture Experience</i>	<i>0-5</i>	<i>2</i>	<i>10</i>
<i>*OBIEE Experience</i>	<i>0-5</i>	<i>3</i>	<i>15</i>
<i>Total Cost</i>	<i>0-5</i>	<i>2</i>	<i>10</i>
<i>Proposed Implementation Schedule</i>	<i>0-5</i>	<i>2</i>	<i>10</i>
<i>Resource Plan</i>	<i>0-5</i>	<i>1</i>	<i>5</i>
TOTAL POINTS			125

Scoring

0 = Non-responsive or insufficient information was provided to score this criteria

1 = Below standards as identified in this RFP

3 = Meets standards as identified in this RFP

5 = Exceeds standards as identified in this RFP

Section 7

CSU GENERAL PROVISIONS FOR INFORMATION TECHNOLOGY ACQUISITIONS

1. Commencement of Work

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

2. Invoices

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

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

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

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

3. Appropriation of Funds

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

4. Cancellation

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

5. Independent Status

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

6. Conflict of Interest

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

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

7. Governing Law

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

8. Assignments

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

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

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

11. General Indemnity

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

12. Use of Data

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

13. Termination for Default

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

14. Personnel

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

15. Nondiscrimination

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

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

16. Drug-Free Workplace Certification

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

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

17. Severability

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

18. Dispute

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

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

19. Privacy of Personal Information

Contractor expressly acknowledges the privacy rights of individuals to their personal information that are expressed in the State's Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws. Contractor further, acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family

Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records.

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

20. Waiver of Rights

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

21. Endorsement

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

22. Patent, Copyright, and Trade Secret Indemnity

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

23. Compliance with NLRB Orders

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

24. Examination and Audit

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

25. DVBE and Small Business Participation

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

26. Citizenship and Public Benefits

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

27. Americans With Disabilities Act (ADA)

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

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

28. Child Support Compliance Act

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

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

29. Document Referencing

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

30. Taxes, Fees, Expenses, and Extras

- (a) Articles sold to the CSU are exempt from certain Federal Excise Taxes. The CSU will furnish an exemption certificate on request.
- (b) Unless specified otherwise, prices quoted shall include all required taxes.
- (c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the CSU unless expressly included and itemized in the bid.
Unless otherwise indicated on the Purchase Order or Contract, on "FOB Shipping Point" transactions vendor shall arrange for lowest cost transportation, prepay, add freight to invoice, and furnish supporting freight bills over \$50.

Shipments that are California intrastate in nature and where freight is to be borne by the CSU shall be tendered to carriers with written instructions that rates and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission. On "FOB Shipping Point" transactions, should any shipments under this Purchase Order or Contract be received by the CSU in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers by wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packing or loading or some inherent defect in the equipment and/or material, vendor on request of the CSU shall at vendor's own expense assist the CSU

in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

31. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor.

Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

32. Covenant Against Gratuities

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

33. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.
- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

34. Contractor's Power and Authority

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

35. Recycled Content Certification

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

36. Entire Contract

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

37. Safety and Accident Prevention

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

38. Rights in Work Product

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Clause will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials. The CSU will have Government Purpose Rights to the Work Product as Deliverable or delivered to the CSU hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the CSU for any CSU purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any CSU purpose. Such recipients of the Work Product may include, without limitation, CSU Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

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

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

39. Follow-On Contracts

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

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

40. Expatriate Corporations

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

41. Insurance Requirements

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

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

42. Confidentiality of Data

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

Section 8

Rules Governing Competition

1. The CSU has established certain requirements with respect to this RFP to be submitted by prospective bidders. The use of "shall", "must", or will (except to indicate simple futurity) in the RFP indicates a requirement or condition from which a deviation if not material may be waived by the CSU. A deviation from a requirement is material if the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity or quality of items bid, amount paid to the vendor, or the cost to the CSU. Material deviations cannot be waived. The words "should" or "may" in the RFP indicate desirable attributes or conditions, but are non-mandatory in nature. Deviations from or omission of, such a desirable feature, even if material, will not in itself cause rejection of bid.
2. This RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the State of California. A bidder's final bid is an irrevocable offer for 45 days following the schedule date for a contract award specified the "Key Action Dates". A bidder may extend the offer in the event of delay of a contract award.

3. **RFP Documents**

This RFP includes, in addition to an explanation of the CSU's needs which must be met, instructions which prescribe the format and content of bids to be submitted and the model(s) of the contract(s) to be executed between the CSU and the successful bidder.

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the bidder shall immediately notify the CSU of such error in writing and request clarification or modification of the document. Modifications will be made by addenda issued pursuant to Paragraph 6, Addenda, below. Such clarifications shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for same. Insofar as practicable, The CSU will give such notices to other interested parties, but the CSU shall not be responsible therefore.

If the RFP contains an error known to the bidder, or an error that reasonably should have been known, the bidder shall bid at its own risk. If the bidder fails to notify the CSU of the error prior to the date fixed for submission of bids, and is awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. **Examination of the Work**

The bidder shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available to the bidder, and shall become fully aware of the nature of the work, the quantities of the work, and the conditions to be encountered in performing the work.

5. **Questions Regarding the RFP**

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions, in writing, clearly marked "Questions Relating to RFP#1001", to the Campus Representative listed in Section 1. To ensure a response, questions must be received in writing by the scheduled date(s) given in Section I or submitted via fax. Question and answer sets will be provided to all bidders without identifying the submitters.

The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to and after the award of the contract. A verbal statement regarding same by any person, shall be non-binding. The University is not liable for any increased costs resulting from the bidder accepting verbal direction. All changes shall be made by written modification to the agreement.

A bidder who desires clarification or further information on the content of the RFP, but whose questions relate to the proprietary aspect of that bidders proposal and which, if disclosed to other bidders, would expose that bidder's proposal, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in Section I to ensure a response. The bidder must explain why any questions are sensitive in nature. If the CSU concurs that the disclosure of the question or answer who expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be kept in confidence. If the CSU does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the bidder will be so notified.

6. **Addenda**

The CSU may modify the RFP prior to the date fixed for submission of Final bids by issuance of an addendum to all parties who are participating in the bidding process at the time the addendum is issued, unless the amendments are such as to offer the opportunity for nonparticipating vendors to become participating, in which case the addendum will be sent to all parties receiving the RFP for bidding purposes. Addenda will be numbered consecutively.

Any addenda issued to bidders prior to the proposal opening date shall include an Addenda Acknowledgement Form. Since all addenda become a part of the proposal, all addenda acknowledgement forms shall be signed by an authorized Vendor representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all Addenda Acknowledgement Forms shall be grounds for rejection of the proposal.

7. **Proposal Preparation**

Proposals and bids are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness of content.

8. **Bidders'Cost**

All proposals submitted in response to this RFP must be submitted at the sole expense of the bidder, whether or not any agreement is signed as a result of this RFP.

Bidders shall pay all costs associated with the preparation of proposals and necessary visits to the campus.

9. **Completion of Proposals and Bids**

Proposals and bids must be complete in all respects as required by the RFP section on PROPOSAL FORMAT. Proposals may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements. The Final Bid must contain all costs required by the RFP sections on PROPOSAL FORMAT, setting forth a unit price and total price for each unit items, and a total price for each lump sum price item in the schedule, all in clearly legible figures.

10. **False or Misleading Statements**

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the CSU, such information was intended to mislead the CSU in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the bid.

11. **Signature of Bid**

A cover letter (which shall be considered an integral part of the Proposal or a Bid Form) shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned Bid shall be rejected.

12. **Submission Terms**

Mail or delivery of proposals and bids must be made to the Campus Representative listed in Section 1. Proposals must be submitted with one (1) original bid and two (2) copies, no later than the dates and times specified in Section 1. One copy must be clearly marked "Master Copy." All copies of proposals must be marked RFP# 1001. If discrepancies are found between two or more copies of the proposal, the proposal or bid may be rejected. However, if not so rejected, the Master Copy will provide the basis for resolving such discrepancies. If one copy of the Final Bid is not clearly marked "Master Copy," The CSU may reject the bid; however the CSU may at its sole option select, immediately after the bid opening, one copy to be used as the Master Copy. **Due to the informal solicitation process used for this RFP, faxed proposals will be accepted**

Bidders must allow sufficient time to ensure receipt of their proposal package by the time specified. It is the responsibility of the bidder to ensure that the proposal package arrives at the location indicated in Section 1 of this RFP. The proposal package may be delivered, faxed or sent by mail to the aforesaid address. **Proposals or amendments to proposal that arrive after the closing time and date will not be considered and will be returned to the proposer.**

13. **Withdrawal/Resubmission/Modification of Proposals and Bids**

Proposals submitted prior to the proposal opening date may be modified or withdrawn only by notice to the University. Such notice must be received by the Campus Representative at the address provided in Section 1 prior to the time designated for opening of the proposal. Bidder may change or withdraw the proposal at any time prior to the proposal opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which are addressed in the same manner as the proposal, and are received by the Campus Representative prior to the scheduled proposal opening time will be accepted. The proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is plainly marked "Modification of Proposal".

Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposal provided that they are then fully in conformance with the requirements of the RFP.

14. **Rejection of Bids**

The CSU may reject any or all bids and may waive any immaterial deviation or defect in a bid. The CSU's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the bidder from full compliance with the RFP specifications if awarded the contract.

15. **Evaluation and Selection Process**

Proposals and bids **will** be evaluated according to the procedures contained in the RFP section of EVALUATION CRITERIA.

16. **Demonstration**

This procurement may require a demonstration of the bidder's response to specific requirements before final selection in order to verify the claims made in the bid, corroborate the evaluation of the bid; in which case prior notice will be given. The bidder must make all arrangements for demonstration facilities at not cost to the CSU. The location of the demonstration will be determined by the bidder; however, its performance within California is preferred and will be attended at the CSU's expense. Demonstrations outside California if the bidder agrees to reimburse the CSU for travel and per diem expenses. The CSU reserves the right to determine whether or not a demonstration has been successfully passed.

17. **Errors in Proposal/Bid**

The University is not liable for any errors or misinterpretations made by the bidder in responding to this RFP. The bidder is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the vendor suspect any error omission, or discrepancy in the specifications or instruction, the vendor shall immediately notify the University, in writing, and the University will issue written instructions to be followed. The vendor is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP.

An error in the Proposal/ Bid may cause the rejection of that bid; however, The CSU may at its sole option retain the bid and make certain corrections.

In determining if a correction **will** be made, the CSU **will** consider the conformance of the bid to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

- (1) If the bidder's intent is clearly established based on review of the complete Final Bid submittal, the CSU may at its sole option correct an error based on that established intent.
- (2) The CSU may at its sole option correct obvious clerical errors.
- (3) The CSU may at its sole option correct discrepancy and arithmetic errors on the basis if the intent is not clearly established by the complete bid submittal the Master Copy shall have priority over additional copies, the bid narrative shall have priority over the contract, the contract shall have priority over the cost sheets, and within each of these, the lowest level detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.
- (4) The CSU may at its sole option correct errors of omission, and in the following situations, The CSU will take the indicated actions if the bidder's intent is not clearly established by the complete bid submittal.
 - (a) If an item is described in the narrative and omitted from the contract and cost data provided in the bid for evaluation purposes, it will be interpreted to mean that the time will be provided by the bidder at no cost.
 - (b) If a minor item is not mentioned at all in the Bid and is essential to satisfactory performance, the bid will be interpreted to mean that the item will be provided at no cost.
 - (c) If a major item is omitted, and the omission is not discovered until after contract award, the bidder shall be required to supply that item at no cost.

If the recomputations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the bidder (if awarded the contract) or requirement of the bidder to supply a major item at no cost, the bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its bid.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE COST ELEMENTS IN BID, SINCE THEY WILL NOT HAVE THE OPTION TO CHANGE THEM AFTER THE TIME FOR SUBMITTAL.

Award of contract, if made, will be in accordance with the RFP section on EVALUATION CRITERIA to a responsible bidder whose Final Bid complies with all the requirements of the RFP documents and

any addenda thereto, except for such immaterial defects as may be waived by THE CSU. Award, if made, will be made within forty-five (45) days after scheduled date for Contract Award specified in Section 1; however, a bidder may extend the offer beyond 45 days in the event of a delay of contract award.

The CSU reserves the right to modify or cancel in whole or in part its RFP.

18. **Contract Form**

The successful vendor(s) will be expected to enter into a standard State form approved by the California State University. The contract terms and conditions are included herein. These terms and conditions shall be incorporated into the agreement between the CSU and the successful proposer. PROSPECTIVE PROPOSERS MAY SUBMIT A REQUEST FOR ALTERNATIVE TERMS AND CONDITIONS. HOWEVER, PROPOSALS THAT ARE CONTINGENT UPON ANY CHANGES TO THE CALIFORNIA STATE UNIVERSITY TERMS AND CONDITIONS WILL BE AT A COMPETITIVE DISADVANTAGE IN THE PROPOSAL EVALUATION PROCESS. FURTHER, THE CSU RESERVES THE RIGHT TO REJECT PROPOSALS WHICH INCLUDE ALTERNATIVE TERMS AND CONDITIONS WHICH DO NOT SERVE THE BEST INTEREST OF THE CSU.

19. **News Releases**

Any publications or news releases relating to a contract resulting from this RFP shall not be made without prior written approval of the Campus Representative listed in Section 1.

21. **Disposition of Proposals and Bids**

All materials submitted in response to this RFP will become the property of the CSU and will be returned only at the CSU's option and at the bidder's expense. The Master Copy shall be retained for official files and will become public record after the date and time for Final Bid submission as specified in Section 1, KEY ACTION DATES. However, confidential financial **information submitted** in support of the requirement to show bidder responsibility will be returned upon request.

22. **Contacts for Information**

Bidders may contact the Campus Representative listed in Section I for visits to the physical installation for purposes of familiarization and evaluation of the current processes. Visits shall be made by appointment only, during normal business hours, and will be limited to the Campus Representative listed in Section I or his/her designee. Visits shall be permitted to the extent that they do not, unduly, interfere with the conduct of the CSU business.

Oral communication of department officers and employees concerning this RFP shall not be binding on the CSU and shall in no way excuse the bidder of any obligations set forth in this RFP.

23. **Contract Award**

There is no obligation on the part of the University to award a contract. The University reserves the right to contract with the responsible bidder submitting a responsive proposal based on the evaluation criteria listed in EVALUATION CRITERIA. The University shall have the right to reject any or all proposals, and in particular, to reject any proposal not accompanied by data required by the RFP, or a

proposal in any way incomplete or irregular including omission of pricing or information requested. Conditional proposals will not be accepted.

24. **Confidentiality**

From the date of issuance of the RFP until the opening date, the vendor must not make available or discuss his proposal or any part thereof, with any employee or agent of the University, unless allowed by the Campus Representative, in writing, for purposes of clarification only.

25. **Vendor Warranty of Ability to Perform**

Bidder shall warrant that there is no action suit, proceeding, inquire or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the bidders knowledge, threatened with would in any way prohibit, restrain or enjoin the execution or delivery of the bidder's obligations, or diminish the bidder's obligation or diminish the bidder's financial ability to perform the terms of the proposed contract.

26. **Open Competition**

The university encourages free and open competition among vendors. Whenever possible, specifications, proposal invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the university's needs and the accomplishment of a sound economical operation. The vendor's signature on this proposal guarantees that the prices quoted have been established without collusion with other vendors and without effort to preclude the university from obtaining the lowest possible competitive price. The vendor certifies that its officers or employees have not bribed or attempted to bribe or influence in any way, an officer, employee or agent of the university.

27. **Proposed Materials**

The material submitted in response to the RFP becomes the property of the university upon delivery to the Purchasing Department and is to be appended to any formal document that would further define or expand the contractual relationship between the university and the vendor. All of the material will be considered as part of the RFP.

28. **Vendors Responsibility**

It is understood and the vendor hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the RFP.

29. **Public Disclosures**

Information not clearly identified as confidential is subject to public disclosure and is available for review upon request once a contract is executed. Bidders must clearly identify any confidential information that is proprietary or prohibited from public disclosure subject to federal or state law or regulations.

30. **Performance Investigations**

As part of the evaluation, the university may make investigations including verbal or written references from vendor's educational and institutional customers, to determine the ability of the bidder to offer the

service. The university reserves the right to reject any proposal if the bidder fails to satisfy the university that it is properly qualified to carry out the obligations of the contract.

31. RFP Interpretation

Interpretation of the wording of this document shall be the responsibility of the University and that interpretation shall be final.

32. Contract for Services

This Request for Proposal and the bidders proposal shall be a part of the contract(s) when the award(s) is made.

33. Deviations from Specifications

Any deviation from the specifications must be identified and fully described. The right is reserved to accept or reject quotations on each item separately, or as a whole, and to waive any irregularities in the quotation.

Section 9
Addenda Acknowledgement Form

To: Debra Finley, Buyer III-Lead
Purchasing Department
California State University, Northridge

I acknowledge receipt of Addendum No: _____, dated _____.

Company

Signature

Date

This addenda acknowledgement form shall be signed by an authorized Vendor representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addenda acknowledgement forms shall be grounds for rejection of the proposal

Section 10
Questions Regarding the RFP

To: Debra Finley, Buyer III-Lead
George Chidiac, Manager of Purchasing
Purchasing Department
California State University, Northridge

Signature

Name

Company

Date

Failure to submit questions to the appropriate campus representative in writing shall be grounds for rejection of the proposal.