

REQUEST FOR PROPOSAL (RFP)

California State University (CSU)
Office of the Chancellor
Contract Services and Procurement

RFP Number: 90099

Title: Road to College Tour

Issue Date: September 24, 2009

RFP Contact: Melody Kojima

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Proposal Delivery

Location: California State University Office of the Chancellor
Contract Services and Procurement
401 Golden Shore, 5th Floor
Long Beach, CA 90802
Map: http://www.calstate.edu/PA/info/CO_Map.shtml

NOTE:

Updates, changes, or addendums to the RFP are posted at:

<http://vendors.planetbids.com/CSUCO/bidsearchform.cfm?StateID=52>

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**These documents are attached. See links for the remaining documents.*

SECTION 1 - PURPOSE, BACKGROUND, AND TERM

1.1 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms interested in providing the California State University (CSU) with all production, transportation, staffing, equipment, accessible (ADA compliance) vehicle solutions, and related services for the 2010 Road to College Tour.

Information, history, and pictures of materials from last year's Road to College Tour are provided for reference. Bidders are expected to view the Road to College video <http://www.calstate.edu/roadtocollege/videos/> to gain an understanding of last year's tour and to help inspire creative suggestions for this year's tour. One distinct difference from last year's tour that is important to note is that the theme for 2010 will focus on the importance of early preparation and will de-emphasize this as a recruitment campaign because the California State University is facing enrollment challenges due to state budget cuts. Bidders are encouraged to present creative and innovative new ideas that will make this tour special for the students, parents, and community members that participate in the events and the online experience stressing early preparation and college readiness.

1.2 CSU BACKGROUND

The California State University is the largest system of higher education in the nation, the most diverse, and one of the most affordable university systems in the country. The CSU system is comprised of twenty-three (23) campuses statewide and the Office of the Chancellor in Long Beach. The Office of the Chancellor is the systemwide executive office of the CSU. The CSU is governed by a 25-member Board of Trustees, the majority of which are appointed by the Governor. More information about the CSU can be found at: http://www.calstate.edu/datastore/quick_facts.shtml Data regarding the size and population for each of the campuses can be found at the website: http://www.calstate.edu/datastore/quick_facts.shtml.

1.3 PROJECT BACKGROUND

The CSU and AT&T have partnered together for the second year to emphasize early preparation and planning for college to students, parents, teachers and counselors in the state's underserved communities. The Road to College Tour was created to bring the college experience to students firsthand. The Road to College Tour featured a customized biodiesel vehicle wrapped with eye-catching graphics, a dorm-style interior, and laptop computer stations. Over a two-week period, the bus stopped at selected high schools in urban areas, selected college fairs, and the CSU's annual high school and community college counselor conferences throughout the state. Participants were greeted at each site by a team of CSU experts who assisted students, teachers, and counselors with exploring a variety of information in an online learning environment. Students at each grade level learned about the college preparation process, required courses and tests, the application process, and more. The goals of the Road to College Tour are to increase college awareness, preparation, and access for students and their parents, empowering them with information as they plan for college.

For more information on last year's tour, see: <http://www.calstate.edu/roadtocollege/about/>

Due to the success of last year's tour, the schedule and timeline will be expanded to a four-week period in 2010.

1.4. TERM

11/01/2009 to 06/30/2010.

SECTION 2 – SCHEDULE OF EVENTS

Release of Request for Proposal

September 24, 2009

Mandatory Bidders Conference

October 6, 2009, 10:00 a.m.

Bidders must be present or participate (by telephone) in the conference for your proposal to be considered.

- Conference will be held at the CSU Chancellor's Office, 401 Golden Shore, Anacapa Room, Long Beach, California

Note: Parking is available at the Catalina Express parking structure. See: http://www.calstate.edu/PA/info/CO_Map.shtml

- Call-in details for those unable to physically attend the conference.

Dial-in number: (866) 213-2185

Participation code: 4922161

Last Day to Submit Written Questions*

October 20, 2009, Noon

Last Day for Submission of Proposal

November 3, 2009, no later than 11:00 a.m. (PDT)

Finalist Interviews (Optional)

November 9, 2009

(Interview will be held at the CSU Chancellor's Office, Long Beach or by teleconference)

Notice of Intent to Award

November 10, 2009

Contract Award

November 17, 2009

Effective Date of Agreement

November 17, 2009

PLEASE NOTE HOLIDAY SCHEDULE. THE CHANCELLOR'S OFFICE WILL BE CLOSED ON THE FOLLOWING DAYS:

November 11, 26 & 27, 2009

December 23-25, 28-31, 2009

January 1, 2010

* Only written questions (e-mail or fax) will be accepted. Questions must be submitted to Melody Kojima, the contact point identified on the RFP cover page.

Responses to questions and addendums will be posted on the CSU website at: <http://www.planetbids.com/csucobidframe.cfm> Project Number 90099. The dates up to and including the "Deadline for Submission of Proposals" date may be adjusted upon prior written notice. Dates after the receipt of proposals may be adjusted without written notice. Additional RFP steps may be included at the discretion of the CSU.

SECTION 3 – RFP INSTRUCTIONS, SOLICITATION PROVISIONS, AND BIDDER’S CERTIFICATION

3.1 RFP INSTRUCTIONS

3.1.1. QUESTIONS REGARDING RFP AND POINT OF CONTACT

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be requested in writing no later than the date indicated in Section 2, Schedule of Events. All written questions, not considered proprietary, will be answered in writing and conveyed to all Bidders. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding. Questions regarding any aspect of this RFP should be directed to:

Melody Kojima, Assistant Director
Contract Services and Procurement
California State University, Office of the Chancellor
401 Golden Shore, 5th Floor
Long Beach, California 90802-4210
Telephone: (562) 951- 4591 Fax: (562) 951- 4969
E-mail: mkojima@calstate.edu

3.1.2. ERRORS AND OMISSIONS

If prior to the date fixed for submission of Proposal a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP or any of its exhibits and/or appendices, Bidder shall immediately notify the CSU of such error in writing and request modification or clarification of the document. Modifications may be made by addenda prior to the RFP response deadline. Clarifications will be given by written notice to all active Bidders who have been furnished an RFP for responding purposes, without divulging the source of the request for it.

3.1.3. ADDENDA

The CSU may modify this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission by issuance of a written addendum to all Bidders who have been furnished the RFP for bidding purposes. Addenda will be numbered consecutively as a suffix to the RFP Reference Number.

3.1.4. CANCELLATION OF SOLICITATION

This solicitation does not obligate the CSU to enter into an agreement. The CSU retains the right to cancel this RFP at any time for any reason. The CSU also retains the right to obtain the services specified in this RFP in any other way. No obligation, either expressed or implied, exists on the part of the CSU to make an award or to pay any cost incurred in the preparation or submission of response to the RFP.

3.1.5. COMPLIANCE WITH RFP

To be compliant with the requirements of this RFP, Bidder must complete and return the list of submittals in Section 5, Bidder Requirements and RFP Submittals; and Section 7, Proposal Instructions, Content, and Format.

3.1.6. COMPLETION OF PROPOSAL

Responses to the RFP shall be complete in all respects as required by this solicitation. A submission may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially affected the quality of the submission. Documents that contain false or misleading statements, or that provide references that do not support an attribute or condition claimed by the Bidder may be rejected. Statements made by a Bidder

shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Costs for developing proposals are entirely the responsibility of the Bidders and shall not be chargeable to the CSU.

3.1.7. DELIVERY OF PROPOSAL

The Proposal must be received in the Contract Services and Procurement Office no later than the time indicated on the date and specified in Section 2, Schedule of Events. The Bidder is responsible for the means of delivering the Proposal to the appropriate office on time. Delays due to the instrumentalities used to transmit the Proposal, including delay occasioned by the internal mailing system in the Office of the Chancellor, will be the responsibility of the Bidder. Likewise, delays due to inaccurate directions given, even if by Chancellor's Office staff, shall be the responsibility of the Bidder. The Proposal must be completed and delivered by the specified time in order to avoid disqualification for lateness due to difficulties in delivery. In accordance with Section 7, Proposal Instructions, Content and Format, Bidder must provide a minimum of one (1) original (marked as such), six (6) copies, and one (1) CD. **LATE, FAXED, OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.**

3.1.8. EXCEPTIONS

In the event a Bidder believes that this RFP is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the CSU's Contact, either by e-mail, letter, or facsimile, immediately upon receipt of the RFP, in order that the matter may be fully considered and appropriate action taken by the CSU prior to the closing time set for submission.

3.1.9. ALTERNATIVE PROPOSALS

Only one proposal is to be submitted by each Bidder. Multiple proposals shall result in rejection of all proposals submitted by the Bidder.

3.1.10. WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after it is received by the CSU by written request signed by the Bidder or authorized representative, prior to the time and date specified for Proposal submission. The proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.

3.1.11. PROPOSALS BECOME THE PROPERTY OF CSU

Proposals become the property of the CSU and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award. The CSU reserves the right to make use of any information or ideas contained in the Proposal. Proposals may be returned only at the CSU's option and at the Bidder's expense. One copy shall be retained for official files. Responses to this RFP and any other information that is currently or may become available as an outcome of the RFP process may be used by the CSU to structure an RFP or other solicitation.

3.1.12. CONFIDENTIAL MATERIAL

Bidder must notify the CSU in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The CSU shall have sole discretion to disclose or not disclose such material subject to any protective order that the Bidder may obtain.

3.1.13. BIDDER'S COST

Costs for developing proposals are entirely the responsibility of the Bidder and shall not be chargeable to the CSU.

3.1.14. INSPECTION OF SOLICITATION DOCUMENTS

Bidder shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the Bidder's sole risk. It is the Bidder's responsibility to provide the CSU with current contact information and to update the CSU immediately of any changes.

In addition, it is the Bidder's responsibility to periodically check the CSU website at <http://www.calstate.edu/csp> "Public Solicitations" for any notices, addenda, or correspondence relating to this solicitation.

3.2 SOLICITATION PROVISIONS

3.2.1 RESERVATION OF RIGHTS

The CSU may reject any or all proposals and may waive any immaterial deviation in a Proposal. The CSU's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the specifications if the Bidder is awarded the contract. Proposals that include terms and conditions other than the CSU's terms and conditions may be rejected as being non-responsive. In the event all proposals are rejected or the CSU determines alternative solutions are in its best interest, the CSU may cancel this solicitation and pursue alternative sourcing options.

The CSU may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this purpose. The CSU reserves the right to reject any submittal made pursuant to this RFP or any subsequent Proposal or bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the CSU that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work specified. Additionally, the CSU reserves the right to request additional performance guarantees if, in the sole opinion of the CSU, financial stability or capability cannot be established.

3.2.2 NON-ENDORSEMENT

If selected as a qualified Bidder, the Bidder shall not issue any news releases or other statements pertaining to selection that state or imply CSU endorsement of Bidder's services.

3.2.3 DISPUTES/PROTESTS

The CSU encourages potential Bidders to resolve issues regarding the requirements or the procurement process through written correspondence and discussions. The CSU wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Bidders filing a protest must do so within five (5) working days after notice of intent to award. The protesting Bidder shall submit a full and complete written statement detailing the facts in support of the protest. Protest must be sent by certified or registered mail or delivered in person to the Executive Vice Chancellor, Administration and Finance, or designee, Office of the Chancellor. Within a reasonable time after receipt of the written statement of protest, the CSU will provide a decision on the matter. The decision will be in writing and sent by certified or registered mail or delivered in person to the protesting Bidder. The decision of the CSU is final.

3.2.4 AWARD OF CONTRACT

The CSU reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the Bidder whose proposal best complies with all of the requirements of the RFP documents and any addenda. A "Notice of Intent to Award" will be posted publicly for five (5) consecutive working days prior to the award. Written notification will be made to unsuccessful vendors.

The selected Bidder and the CSU shall commit to negotiation for the final scope of services to be accepted and execution of an agreement, in substantial accordance with the terms and conditions herein, within 30 days of the Notice of Intent to Award. Should the parties be unable to reach final agreement within this time frame, the parties may mutually agree upon a time extension to complete negotiations and contract execution. If the parties are unable to agree upon a time extension, or if the CSU determines that a time extension would not be beneficial to the project, the CSU reserves the right to terminate negotiations and proceed with a secondary finalist.

3.2.5 EXECUTION OF THE AGREEMENT

The Agreement shall be signed by the Contractor and returned, along with the required attachments to CSU, within **fourteen (14)** calendar days from receipt of contract. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate CSU officials. Any work performed prior to receipt of a fully executed contract shall be at Contractor's own risk.

3.2.6 FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Bidder refuses or fails to execute the Agreement, the CSU may award the Agreement to the next qualified Bidder.

3.2.7 CONFLICT OF INTEREST

Potential Contractors are advised that the Contractor's officers and employees shall comply with the disclosure, disqualification, and other provisions of California's Political Reform Act of 1974 (Government Code Section 81000 et seq.) if their responsibilities include the making or participation in the making of a CSU decision.

3.2.8 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION

Responsive to direction from the State Legislature (Public Contract Code, Section 10115 et. seq.), the Bidder shall increase the statewide participation of disabled veteran business enterprises by contracting a minimum goal of 3% in DVBE contract awards. The Bidder shall complete Appendix E verifying DVBE award(s). The DVBE must be certified by the California Department of General Services. Failure to meet the DVBE goal of 3% will deem the Bidder's proposal nonresponsive.

3.2.9 SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

The State of California requires agencies to provide a 5% of cost preference to Bidders who qualify as a small business or a non-small business that commits 25% of the contract value to a certified small business. Only small businesses certified by The Office of Small Business and DVBE Services or a non-small business that commits 25% of the contract value to a certified small business are eligible to receive the preference. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et seq. (see Appendix D).

3.2.10 ENTERPRISE ZONE ACT (EZA)

Business may be granted preferences when bidding on state contracts of \$100,000 or more for goods and services (excludes construction contracts) if the business site is located within one of the "Enterprise Zones" located throughout California, as designated by the California State Trade and Commerce Agency. Enterprise Zones are designated to encourage job-producing business development in designated sections of cities or counties. A 5% preference is applicable only to contracts awarded on the basis of lowest responsible bidder meeting specifications. (See Appendix G)

3.2.11 TARGET AREA PREFERENCE ACT (TACPA)

In accordance with Government Code Section 4530 et seq., preference must be granted to California-based companies submitting bids or proposals to the State for goods to be produced or services performed at worksites in distressed (as defined) areas by persons with a high risk of unemployment when the contract is for goods or services in excess of \$100,000. The 5% preference is applicable only to contracts awarded on the basis of lowest responsible bidder meeting specifications. (See Appendix H)

3.3 BIDDER'S CERTIFICATION

By submitting a proposal, the Bidder certifies to comply with the following:

3.3.1. AMERICANS WITH DISABILITIES ACT (ADA)

Bidder assures the CSU that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

3.3.2. UNFAIR PRACTICES ACT

Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).

3.3.3. VIOLATION OF AIR OR WATER POLLUTION LAWS

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

3.3.4. COMPLIANCE WITH NLRB ORDERS

In submitting a bid or signing a contract, the Bidder swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two-year period because of the Bidder's failure to comply with an order of a federal court that orders the Bidder 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 10296.29.

3.3.5 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the Bidder:

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

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553). Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

3.3.6. NONCOLLUSION AFFIDAVIT

By submitting a bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; and that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit, or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

3.3.7. SAFEGUARDS FOR PROTECTING CSU INFORMATION ASSETS

By submitting a bid, Bidder acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b) (2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Bidder hereby certifies that it has the appropriate safeguards in place as required by Title 16, Code of Federal Regulation, Chapter 1, Section 314.

3.3.8. COVENANT AGAINST GRATUITIES

The Bidder shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Bidder, or any agent or representative of the Bidder, 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 Bidder agreed to supply, shall be borne and paid for by the Bidder. 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.

3.3.9. PUBLIC CONTRACTS CODE RESTRICTIONS FOR CSU EMPLOYEES

CSU employees and immediate past employees must comply with restrictions regarding contracting with the CSU. The Bidder needs to be aware of the following provisions regarding current or former CSU employees. In submitting a bid, the Bidder certifies that the Bidder is eligible to contract with the CSU pursuant to the Public Contracts Code (PCC) sections list below:

1. Current CSU Employees (PCC Section 10831):
 - a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any CSU department through or by a CSU contract unless the employment, activity, or enterprise is within the course and scope of the officer's or employee's regular CSU employment.
 - b) No officer or employee shall contract on his or her own behalf as an independent Bidder with any CSU department to provide goods or services.

- c) This prohibition does not apply to officers or employees of the CSU with teaching or research responsibilities.
2. Former CSU Employees (PCC Section 10832):
- a) For the two-year period from the date he or she left CSU employment, no former CSU officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any CSU department.
- b) For the 12-month period from the date he or she left state employment, no former CSU officer or employee may enter into a contract with any CSU department if he or she was employed by that CSU department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CSU service.

3.3.10 DRUG-FREE WORKPLACE CERTIFICATION

The Bidder certifies under penalty perjury under the laws of the State of California that the Bidder will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. requires. (See Appendix C).

SECTION 4 – SCOPE OF SERVICES, WORK, AND DELIVERABLES

4.0 SCOPE OF WORK

This section of the RFP identifies the scope of services, work, and deliverables for this project.

4.1 SCOPE OF WORK AND DELIVERABLES

The contractor shall provide vehicle, production, design, equipment, labor, staffing, video, and related services for the CSU Road to College Tour.

The biodiesel-fuel vehicle will stop at middle schools, high schools, college fairs, the CSU Office of the Chancellor, and other identified events.

4.2 SCHEDULE

The contractor shall provide an implementation plan that meets the purpose and goals of the project.

The Road to College Tour is scheduled to start in April 2010 with a kick-off press event at a site to be determined. On the final tour date, the vehicle will be staged for CSU Trustees, employees, and dignitaries at the Chancellor's Office in Long Beach.

After the above kick-off press event, the vehicle will start on a four-week tour heading south first, to Imperial Valley, then heading north, with stops in some of the inland cities on the way up to Humboldt, and a return south via the coastal cities. Tour stops will be at middle and high schools near the locations of the CSU's [23 campuses](#).

PRELIMINARY tour dates, event areas, and video locations (subject to change). The schedule may change after all the details have been finalized. Bidders shall propose cost based on the schedule below. This schedule will be used for evaluation purpose.

- March, 2010, Kick-off press event (likely to be held in a major media market in CA such as San Francisco, Sacramento, Los Angeles or San Diego)
 - Video
- Thursday, April 1, 2010, Imperial Valley
 - Video
- Friday, April 2, 2010, San Diego
- Monday, April 5, 2010, San Marcos
 - Video
- Tuesday, April 6, 2010, Fullerton/Pomona (combined event)
- Wednesday, April 7, 2010, San Bernardino
 - Video
- Thursday, April 8, 2010, Bakersfield
 - Video
- Friday, April 9, 2010, Fresno
 - Video
- Monday, April 12, 2010, San Jose
 - Video
- Tuesday, April 13, 2010 East Bay
 - Video
- Wednesday, April 14, 2010, Stanislaus
- Thursday, April 15, 2010, Sacramento
 - Video
- Friday, April 16, 2010, Chico

- o Video
- Monday, April 19, 2010, Humboldt
 - o Video
- Tuesday, April 20, 2010, Travel Day
- Wednesday, April 21, 2010, Sonoma/Maritime (combined event)
- Thursday, April 22, 2010, San Francisco/AT & T
- Friday, April 23, 2010, Monterey
- Monday, April 26, 2010, San Luis Obispo
- Tuesday, April 27, 2010, Channel Islands
 - o Video
- Wednesday, April 28, 2010, Northridge
- Thursday, April 29, 2010, Los Angeles
 - o Video
- Friday, April 30, 2010, Dominguez Hills
 - o Video
- Monday, May 3, 2010, CSU Chancellor's Office/Long Beach

The schedule will include the kick-off press event in March and a stop at the CSU Office of the Chancellor for employees on May 3, 2010.

4.3 VEHICLE REQUIREMENTS

4.3.1. LAST YEAR'S VEHICLE

Last year's tour included the following vehicle specifications and parameters. This year, contractors will be expected to provide a vehicle with similar and/or improved features, specifications, and parameters.

- Fleetwood Providence or similar full tour bus.
- Minimum 40' long.
- Minimum 25' wide with exterior canopy and interior walls extended.
- Minimum 11.5' tall including satellite and air-conditioning unit.
- Interior of the vehicle should include comfortable seating for 10-12 students, room for approximately 8-10 laptops, and standing room for staff.
- Exterior of the vehicle will need to simulate interior set-up and accommodate another 20-25 students with access to an online learning environment, chairs, and tables.
- Vehicle will run on biodiesel-fuel.
- If the vehicle has a restroom, it will not be in service for the duration of the tour but may be used for storage.
- If the vehicle has a bedroom, it will not be in service for the duration of the tour. The bed will be removed for storage purposes.

4.3.2. THIS YEAR'S VEHICLE REQUIREMENTS

The proposed vehicle must meet last year's and this year's requirements.

- Vehicle must meet ADA standards for accessibility. (See Appendix I)

4.4. SUPPLY LIST

4.4.1. VENDOR SUPPLY LIST (SUBJECT TO CHANGE)

- Carpet tape

- Duct tape
- Tie wraps
- Cord
- Tools not included in CSUCO toolkit
- Vacuum and cleaning supplies
- Materials to eliminate insect infestations

4.4.2 CHANCELLOR'S OFFICE SUPPLY LIST

List assumes that the interior look is not changing for this tour and that furniture and dressings are in good condition and can be used again. List is subject to change and is not all-inclusive.

- Tables (5 exterior)
- Tables (4 interior)
- Chairs (20)
- Canopies (3)
- Step Stool (1)
- Trash Cans (4)
- Easels
- Knee pads (1 set)
- Toolkit
- Exterior Lighting
- Rugs (interior)
- Trackball mouse
- Headset
- Keyboard with cable extension

4.5 PRODUCTION CREW

The Contractor's personnel for the duration of the tour will be supplemented by CSU staff at each event. The CSU will provide services that include media relations, governmental relations, and handling of dignitaries at each event. In addition, the CSU will provide student and staff outreach teams at each event and will brief and train them prior to the arrival of students, parents, media, and dignitaries.

The Contractor shall provide a tour manager, production crew, videographer, and licensed CA driver that are responsible for the set-up and break-down tasks, as well as managing the logistical arrangements of the tour per its schedule. This includes ensuring parking and staging areas for each location, set up, break down, vehicle maintenance, cleaning (interior and exterior), and moving the vehicle to the next location.

The tour manager is responsible for advancing the tour and working with contacts (provided by the CSU) at each location to coordinate where the vehicle will be located, and to arrange for parking, entry, and exit.

The CSU will provide the crew with talking points and FAQs, and the crew will assist CSU staff with the distribution of materials and crowd control at all events. Road to College-branded T-shirts will be provided and worn for the duration of the tour; and a dress code will be required.

The CSU reserves the right to conduct interviews and background checks on proposed staff to determine if a proposed employee is not suitable for the assignment.

4.6 LOCATION SET-UP AND BREAK-DOWN REQUIREMENTS

4.6.1. SET UP

- Unload 3 canopies, 5 tables, and 20 chairs to press area for staging
- Set up each canopy
- Set up tables (evening events also set up exterior lighting)
- Set up computer stations (including accessible station)–14 under canopy/8 inside vehicle
- Set up vehicle interior using dorm-style materials
- Set up public address system/sound amplification
- Set up video screens with stands
- Run cabling to each computer station–tape down/cover as needed
- Set up chairs
- Power on computers
- Distribute/set up promo materials and signage to appropriate tables and areas
- Place buckets at 4 corners of vehicle to collect AC condensation
- Vehicle maintenance as needed
- Cleaning interior and exterior
- Other related services

4.6.2. BREAK DOWN

- Power off computers
- Gather promo materials and signage from appropriate tables and areas
- Box up computer stations and load into vehicle
- Gather, stack, stow, and store chairs
- Gather up, stow, and store cabling
- Break down, stow, and store tables
- Break down, stow, and store each canopy
- Break down, stow, and store public address system/sound amplification
- Break down, stow, and store video screens and stands
- Load canopies, tables, and chairs back in vehicle
- For evening events, break down exterior lights and gather additional cabling
- Empty AC condensation from buckets under vehicle
- Throw away trash
- Vehicle maintenance as needed
- Clean interior and exterior
- Other related services

4.7 ADDITIONAL REQUIRED SERVICES

- Design vehicle wrap (final approval of artwork by CSU and AT&T)
- Arrange for vehicle to be wrapped (and build into timeline)
- Provide staging area for vehicle prior to tour
- Provide storage facility for vehicle before, during, and after the tour (until vehicle is returned)
- Storage facility must be secure, guarded, and available for duration of the tour
- Clean and wash vehicle interior and exterior before, during, and after tour
- Eliminate pest infestations if a problem develops during the tour
- Prepare, clean, and unwrap bus for return to vendor
- Ensure vehicle is returned safely to vendor per vehicle lease agreement

- Ensure items supplied by the CSUCO are safely returned in the same condition as received

4.8. OPTIONAL SERVICES

The CSU reserves the option to order some or all of the print collateral or branded merchandise listed below. Please provide product description, photo or samples, and cost to include artwork, design, and production for your proposed products. For last year's collateral material, see Appendix J.

- o T-shirts, 300 various sizes
- o Hats, 300 adjustable
- o Stickers, 10,000
- o Road to College All Access Passes, 10,000
- o Folders with collateral material, 10,000
- o All print materials put on tour-branded flash drives (ADA compliant)

4.9 INSURANCE REQUIREMENTS

The Contractor shall provide a vehicle and secure auto liability coverage and collision damage, naming the California State University as an additional insured on the auto liability certificate. The Contractor will be responsible to ensure the driver is insured for general liability, auto liability, and worker's compensation and provide proof of insurance. The CSU will obtain a general liability certificate of insurance for the event and will add the Contractor as an additional insured at a limit of \$1,000,000. The Contractor shall provide proof of general liability insurance and worker's compensation. (See Appendix A, CSU General Provisions for Service Acquisitions, paragraph 39 for details.)

SECTION 5 – BIDDER REQUIREMENTS AND RFP SUBMITTALS

5.0 INTRODUCTION

This section of the RFP consists of contractor requirements and RFP submittals that must be addressed and submitted in a Bidder's proposal in accordance with Section 7, Proposal Instructions, Content and Format.

5.1 BIDDERS REQUIREMENTS AND RFP SUBMITTALS

- a. The Bidder must demonstrate capability to provide required services through its specialized knowledge, expertise, and experience.
- b. The Bidder must provide a minimum of three client references where similar type of service and scope was provided.
- c. The Bidder must also demonstrate that it has the organizational and financial resources in place to provide the service and successfully support the CSU throughout the project term.
- d. The Bidder must be able to provide the required vehicle, equipment, and staffing and other related services.
- e. The Bidder must be able to provide the required insurance certificates and endorsements.
- f. The Bidder must provide an implementation plan and production schedule that meets the project's purpose and goals.
- g. The Bidder must submit the names, title, resumes, and job descriptions of the tour crew and vehicle driver. The Bidder must ensure the driver is appropriately licensed to drive the specific vehicle in the State of California.
- h. The Bidder must demonstrate understanding and implementation of ADA-accessibility requirements.

5.2 COST

5.2.1. COST ESTIMATE

This section shall include total cost for the Road to College Tour. Consider the following (but not limited to) in your cost estimate:

- Production staff
- Videographer and on-site coordination
- Production staff air/ground travel to event locations
- Production staff meal and lodging expenses for the duration of the tour
- Fuel, maintenance and repairs on the tour vehicle (based on mileage)
- Set up and break down of site locations
- Generator
- Public address system, sound amplification
- Driver (overtime, workers compensation, liability)
- Vehicle parking costs, if applicable
- Wiring vehicle for Internet connectivity
- Permits if necessary and based on location
- Any training or management of crew
- Any handling of media or dignitaries
- Vehicle wrap coordination

- Print collateral and branded merchandise, design, and production
- Technical set-up
- Vehicle prep and return (vehicle bed removal for storage space, workstation set-up, etc.)
- Applicable insurance
- Other related costs

5.2.2 MINIMUM COST FOR SCHEDULE CHANGE

Include itemized minimum cost for schedule and location change after award and after the schedule has been finalized. (See Section 4.2, Schedule)

SECTION 6 – EVALUATION AND SELECTION CRITERIA

6.1 INTRODUCTION

Responses to this RFP shall be reviewed and evaluated by an evaluation committee. All submittals shall be in accordance with Section 7, Proposal Content, Instructions, and Format.

6.2 EVALUATION OF PROPOSALS

Proposals will be reviewed and evaluated by a team comprised of CSU personnel. The evaluation committee may select firms to be interviewed. The purpose of the interview will be to clarify the firm's responses to the RFP.

The Bidder's specialized knowledge, expertise, experience, references, and proposed cost will be evaluated. Bidders will be judged on their level of expertise and capabilities as demonstrated by the responses provided in their proposal and client references.

6.3 POINT SCORING SCHEDULE

<u>Evaluation Criteria</u>		<u>Maximum Scoring Possible Points: 1,000</u>
1.	Qualification of Firm	300
2.	Qualification of Staff	100
3.	Client References	100
4.	Statement of Qualifications	100
5.	Proposal Quality	100
6.	Cost/Fee	300

6.4 EVALUATION CRITERIA

6.4.1 QUALIFICATION OF FIRM 300 POINTS

This section will consider the Bidder's qualifications and shall be evaluated to determine if the Bidder has provided sufficient documentation and possesses the required qualifications. The Bidder should include any experience in higher education events, special events planning and management, or diverse industries of similar scope. The firm must show experience, expertise, and specialized knowledge, and that organizational and financial resources are in place to provide the services for the project term. The depth and specificity of the proposed implementation and project schedule shall also be included in this evaluation section.

6.4.2. QUALIFICATION OF STAFF 100 POINTS

This section will consider and evaluate the firm's proposed production/support team and vehicle driver and their years of experience, qualifications, and capability to meet the project's requirements and goals. Production staff will be required to engage with students and have the skills to serve as Road to College ambassadors following talking points, answering questions, and assisting students, parents, teachers, and counselors. Bidders must be able to show each production crew member possesses this skill set and can represent the CSU as required.

6.4.3. CLIENT REFERENCES 100 POINTS

This section shall include three (3) client references with a similar project scope. It is preferable, but not required, that one of the clients be from a higher education institution. References shall include date and

description of service, contract amount, firm's name, contact person, title, address, e-mail, and telephone number.

6.4.4. STATEMENT OF QUALIFICATIONS 100 POINTS

This section shall contain a statement why the Bidder feels it is best qualified for this project and that the Bidder has a clear understanding of ADA accessibility requirements and implementation.

6.4.5. PROPOSAL QUALITY 100 POINTS

Overall quality of the proposal will be considered in the selection of the contractor. This includes but is not limited to the completeness, relevance, clarity, and depth of responses.

6.4.6. COST/FEE 300 POINTS

This section shall include a clear, detailed cost breakdown for a successful Road to College Tour. Points will be awarded as follows:

$$\frac{\text{Lowest Proposed Cost}}{\text{Bidder's Cost}} \times 300 \text{ points} = \text{Points Awarded}$$

Travel reimbursement shall be in accordance with the current CSU travel policy (see Appendix F).

6.5 ADDITIONAL EVALUATION EXPLANATION

6.5.1. SMALL BUSINESS PREFERENCE

(See CSU General Provision for Service Acquisitions, paragraph 25)

Below is an example of the small business preference formula:

Possible points: 450 points

Bid results:	Company A	\$50,000	
	Company B	\$52,000	California certified small business receives 5% preference
	Company C	\$60,000	
Small Business Preference:		\$52,000	Small business bid
		- 2,500	5% of low bidder's cost (\$50,000 x 5% = \$2,500)
		\$49,500	Adjusted cost for certified small business

Points awarded based on cost formula in Sections 6.4.7.

Company A	\$50,000	446 points	
Company B	\$49,500	450 points	Small business – maximum points awarded
Company C	\$60,000	371 points	

6.5.2. DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

In accordance with Government Code section 14838(f) and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees shall grant a bid incentive for bid evaluation purposes only to Bidders that exceed the 3% DVBE participation requirement. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. The combination

of preferences (Small Business Preference, for example) with a DVBE incentive may not exceed 10% or \$100,000, whichever is less. A non-small business cannot displace a California certified small business from the top ranked position due to application of preferences or incentive.

DVBE Incentive Levels

The Trustees are granting a DVBE participation bid incentive for this project for bid evaluation purposes only. The Bidder must exceed the 3% DVBE participation requirement in order to earn this incentive.

The bid incentives are as follows:

DVBE Participation	Incentive
4%	1%
6%	2%
8%	3%
10%	4%

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

Darryl Dearborn, DVBE Advocate

T: (562)951-4581

ddearborn@calstate.edu

SECTION 7 – PROPOSAL INSTRUCTIONS, CONTENT, AND FORMAT

7.1. INTRODUCTION

To be considered responsive to this RFP, the Bidder must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed, and all requested data must be supplied. The CSU reserves the right to request additional information that in the CSU's opinion is necessary to assure that the Bidder's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the contract requirements.

7.2. DELIVERY OF PROPOSALS

7.2.1 ADDRESS OR DELIVER PROPOSALS TO:

Melody Kojima
Contract Services and Procurement
CALIFORNIA STATE UNIVERSITY, OFFICE OF THE CHANCELLOR
401 Golden Shore, 5th Floor
Long Beach, California 90802-4210

Map to CSU Office of the Chancellor: http://www.calstate.edu/PA/info/CO_Map.shtml

7.2.2 LATE PROPOSALS

Sealed proposals must be received in the Contract Services and Procurement Office no later than as required by the Schedule of Events. **LATE PROPOSALS WILL NOT BE ACCEPTED.** The Bidder is responsible for the means of delivering the proposal to the appropriate office on time. Delays due to the instrumentalities used to transmit the Proposal, including delay occasioned by the internal mailing system in the Office of the Chancellor, will be the responsibility of the Bidder. Likewise, delays due to inaccurate directions given, even if by Chancellor's Office staff, shall be the responsibility of the Bidder.

7.2.3 MODIFICATIONS

A proposal may be modified after its submission by withdrawal and resubmission prior to the time and date specified for proposal submission. Modification offered in any other manner, oral or written, will not be considered.

7.3. COPIES REQUIRED

The Bidder must provide one (1) original and six (6) copies in a three-ring binder with tabbed indexes and one (1) electronic copy in Adobe PDF format on a CD-ROM.

A BIDDER MAY BE DISQUALIFIED IF ANY COPY OF ITS PROPOSAL IS FOUND TO HAVE MATERIAL DIFFERENCES FROM THE ORIGINAL COPY.

Proposals should be prepared in such a way as to provide straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Proposals should emphasize the Bidder's demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, graphics, etc., are not necessary or desired. However, literature describing the proposed services and extent of support included in the proposal should be forwarded as part of the proposal.

DO NOT INCLUDE ADDITIONAL GRAPHICS IN THE ELECTRONIC COPY THAT ARE NOT OTHERWISE IN THE ORIGINAL HARD COPY OF THE PROPOSAL. DO NOT INCLUDE ANIMATION OF ANY KIND IN THE PROPOSALS. EMPHASIS SHOULD BE CONCENTRATED

ON CONFORMANCE TO THE RFP INSTRUCTIONS, RESPONSIVENESS TO THE RFP REQUIREMENTS, AND COMPLETENESS AND CLARITY OF CONTENT.

7.4. PROPOSAL CONTENT AND FORMAT

All Bidders are also required to complete the RFP Submittals. Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual indexed tabbed sections listed below.

Section 1 - Cover Letter

The cover letter shall include:

- A brief statement of intent to perform the services proposed.
- Signature of an authorized officer of the organization who has legal authority in such transactions.
- Full contact information (overnight mailing address, phone, fax, e-mail, etc.) for the individual designated as the CSU contact on this RFP and a secondary contact.
- Acknowledgement receipt of all addenda issued.
- Expressly state that, should the Bidder's proposal be accepted, the Bidder agrees to enter into a contract under the terms and conditions as set forth herein.

Proposals with unsigned cover letters will be rejected.

Section 2 - Exceptions and Confidential Information

Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, the Bidder must expressly state that no exceptions are taken. Please Note: Taking exceptions to proposal requirements may render a Bidder's proposal non-responsive and rejected from further consideration.

Section 3 – RFP Required Submittals

This section shall consist of the following:

- Response to:
 1. Bidder Qualifications
 2. Qualification of Firm
 3. Qualification of Staff
 4. Client References
 5. Statement of Qualifications
- Cost/Fee Proposal (Submit one copy in a separate envelope)
- Appendix B, Payee Data Record
http://www.calstate.edu/CSP/vendor_tax_info.shtml)
- Appendix E, Disabled Veteran Business Enterprise Participation Requirement

Section 4 – Optional Documents

This section shall consist of the following completed documents:

- Appendix D, Small Business Certification
- Appendix G, Enterprise Zone Act (EZA)
- Appendix H, Target Area Contract Preference Act (TACPA)

7.5 ALL FEES/COST MUST BE HELD FIRM FOR A PERIOD OF 90 DAYS FROM THE SUBMISSION OF THE PROPOSAL.

AGREEMENT

AGREEMENT NUMBER	AM. NO.
CONTRACTOR IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this _____, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called CSU and

CONTRACTOR'S NAME _____, hereafter called Contractor,

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

The contractor shall provide a biodiesel fuel vehicle, production, equipment, labor, staffing, logistics, transportation, and related services for the CSU Road to College Tour in accordance with the following Riders which are incorporated herein and made a part of this agreement:

Rider A, CSU General Provisions for Service Acquisitions, consisting of xx (xx) pages;
Rider B, Contractor's response to RFP No. 90999, consisting of xx (xx) pages.

The term shall be from _____ through _____.

The contractor shall report to _____.

SAMPLE

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

UNIVERSITY		CONTRACTOR	
Trustees of the California State University			
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
➤		➤	
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
Melody A. Kojima, Assistant Director-Purchasing			
DEPT. Contract Services & Procurement		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$		REQUIRED CHARTFIELD DISTRIBUTION Account Fund Dept ID Program	
TOTAL AMOUNT ENCUMBERED TO DATE \$		OPTIONAL CHARTFIELD DISTRIBUTION Class Proj/Grt	

RFP No. 90999
Appendix A

**CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS
Revision 09/21/09**

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

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CSU GENERAL PROVISIONS

for

SERVICE ACQUISITIONS

1. Commencement of Work

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

2. Invoices

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

3. Appropriation of Funds

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

4. Cancellation

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

5. Independent Status

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

6. Conflict of Interest

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

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

CSU GENERAL PROVISIONS

for

SERVICE ACQUISITIONS

7. Governing Law

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

8. Assignments

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

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

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

11. General Indemnity

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

12. Use of Data

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

13. Termination for Default

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

14. Personnel

The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees. The CSU reserves the right to conduct an interview and background check on a Contractor's employee and reserves the right to determine if the employee is not suitable for the assignment. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

15. Nondiscrimination

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

CSU GENERAL PROVISIONS

for

SERVICE ACQUISITIONS

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

16. Drug-Free Workplace Certification

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

17. Severability

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

18. Dispute

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

19. Privacy of Personal Information

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

20. Waiver of Rights

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

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

21. Endorsement

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

22. Patent, Copyright, and Trade Secret Indemnity

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

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

23. Compliance with NLRB Orders

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

24. Examination and Audit

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

25. DVBE and Small Business Participation

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

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26. Citizenship and Public Benefits

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

27. Americans With Disabilities Act (ADA)

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

28. Child Support Compliance Act

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

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

29. Document Referencing

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

30. Forced, Convict, Indentured and Child Labor

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

31. Covenant Against Gratuities

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

32. Rights and Remedies of CSU for Default

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

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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.

33. Contractor's Power and Authority

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

34. Recycled Content Certification

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

35. Entire Contract

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

36. Safety and Accident Prevention

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

37. Follow-On Contracts

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

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

38. Expatriate Corporations

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

39. Insurance Requirements

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

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

40. Rights in Work Product

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

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

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

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

41. Confidentiality of Data

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

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 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 may 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 and DVBE Services Certification Programs.

III. SATISFACTION OF THE DVBE PARTICIPATION GOAL REQUIREMENT

A. Goal Attainment

In order to satisfy and be responsive to this requirement, the bidder must meet the DVBE Participation Goal as follows:

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.

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 California State Department of General Services Procurement Division in Sacramento.

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 meet the DVBE participation goal requirement.

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)**

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. 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 DVBE Services Certification Programs 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.

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 considered a material breach of the contract and 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:

Office of Small Business and DVBE Services, Room 1-400
P.O. Box 989052,
West Sacramento, CA 95798-9052 (mailing address)

Office of Small Business and DVBE Services
707 Third Street, First Floor, Room 400
West Sacramento, CA 95605 (physical address)

Telephone number: (800) 559-5529 or (916) 375-4940 or by fax at (916) 375-4950

Email: osdchelp@dgs.ca

Or, via the Internet at <http://www.pd.dgs.ca.gov/dvbe/aboutcerts.htm>

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 of Any Additional Supporting Documentation

Attachment 1

SUMMARY OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION

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

Attachment 2

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

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

Date

Signature of Authorized Agent

Title

RFP No. 90999
Road to College Tour
Appendix I, part 1
Accessibility Standards and Guidelines

1. Ergonomic chair guidelines: Use CSU Systemwide Bulletin 98-03
(<http://www.calstate.edu/Csp/Bulletins/98-03.shtml>)
2. Large-print document guidelines: See Appendix I, part 2.
3. Accessible electronic document guidelines: Use the ATI Recommended guidelines for Microsoft Word
(http://teachingcommons.cdl.edu/access/docs_multi/documents/2007WordCSUv2_Final.pdf)
or Adobe Acrobat
(http://teachingcommons.cdl.edu/access/docs_multi/documents/pdf_accessibility_csu_final_NEW.pdf)
4. Vehicle guidelines: Will be provided in an addendum

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CSU Large-Print Guidelines

Developed by Mark Turner, Director, Center for Accessible Media, CSU Office of the Chancellor

Introduction

The California State University system (CSU) is committed to ensuring that its programs and services are accessible to all staff, faculty, students, and visitors regardless of disability status. This specifically includes ensuring that information conveyed through documents is available in formats that provide for the accessibility needs of users with visual impairments.

To that end, the CSU has developed the following technical guidelines to assist document authors and distributors with developing large-print formatted documents that address the needs of users with visual impairments. While these guidelines will likely meet the needs of most users with visual impairments, no single set of technical specifications can adequately support all users. For this reason, document authors are also encouraged to make their materials available electronically in industry-standard file formats (e.g. html and doc) that allow for greater individual adjustments.

References

The technical specifications provided below build upon guidelines developed by several external agencies with recognized expertise in the development of large-print materials. These include the American Printing House for the Blind (<http://www.aph.org/edresearch/lpguide.htm>), the American Council of the Blind (<http://www.acb.org/accessible-formats.html>), and Vision Australia (<http://www.visionaustralia.org.au/info.aspx?page=784>). Additional details are derived from implementation practices at the State of California, Department of Education (<http://www.cde.ca.gov/re/pn/sm/lpguidelines.asp>) and the State of Washington, Department of General Administration (<http://www.ga.wa.gov/ada/lgprint.htm>).

Technical Specifications

1. Text Characteristics

A. Font Size

The font used for the body of the document should be no less than 18pts in size. The font size used for objects that convey document structure (e.g. headings, subheadings, and sections) should be greater than the font size of the body. The size of heading elements should be proportionate (e.g. Heading 1 objects shall be larger than Heading 2 objects).

B. Font Selection

Sans serif typefaces shall be used throughout the document. A detailed listing of sans serif fonts is provided in the Typeface article on Wikipedia (http://en.wikipedia.org/wiki/List_of_typefaces#Sans_serif). When selecting from a range of sans-serif fonts, priority should be given to those fonts with higher x-heights (i.e. those with taller letters). See the Typeface Anatomy section in the Typeface article on Wikipedia (<http://en.wikipedia.org/wiki/X-height>) for details.

C. Font Styles

Bold text may be used selectively as appropriate (e.g. to convey importance or to indicate words found in a glossary). Italicized text should be avoided as it presents significant difficulties for many readers with visual impairments. ALL-CAPS text should be avoided unless doing so is required to convey important meaning for portions of text.

D. Letter Spacing (Kerning)

Proportional (not fixed-width) fonts used throughout the document unless the use of fixed-width fonts is required for a specific functional purpose (e.g. to align numbers in a column). See the Typeface Anatomy section in the Typeface article on Wikipedia (http://en.wikipedia.org/wiki/Proportional_font#Proportional_font) for details.

Kerning (letter spacing) should be set to normal (not condensed). Avoid using condensed versions of fonts. See the Kerning article on Wikipedia (<http://en.wikipedia.org/wiki/Kerning>) for details.

E. Font Color/Contrast

The font color should generally be black unless doing so will result in inadequate contrast between foreground and background color.

When the font color utilized is black, the background color (where adjustable) should be selected from among the following colors in order to ensure adequate contrast: white, off-white, ivory, cream, or light pastel.

If the font color is not black, ensure that the font color and background color are not different shades of the same base color (e.g. avoid light blue on dark blue).

F. Backgrounds

Avoid superimposing text on patterned backgrounds or graphics.

2. Document Layout

A. Margins

Margins for documents should be no less than 1" for top, bottom, left and right sides.

B. Paragraph Style

Block style should be used for paragraphs (not wrapped around other objects such as graphics).

C. Indentation

Indentation should be avoided. If indentation must be utilized, it should only be applied to the first line of a paragraph.

D. Justification

Justification should only be applied to the left side of the paragraph; the right side should be left jagged.

E. Line Spacing (Leading)

Line spacing should be set to 1.25 (unless doing so would fundamentally alter the functionality of the document) and should never exceed 1.50.

F. Hyphenation

Hyphenation should be disabled.

G. Columns

Avoid the use of columns unless doing so would fundamentally alter the functionality of the document.

H. Page Numbers

Page numbers should be provided for all documents greater than 3 pages in length. They should appear in a consistent location on all pages (not alternating for odd/even pages). It is preferable that page numbers be provided on the top left-hand side unless doing so will fundamentally alter or disturb the page layout.

3. Graphics

A. Magnification

If graphics are magnified to improve visibility, they should manifest levels of contrast, clarity, and coloration that meet or exceed those of the original images.

B. Text

If text is associated with the graphic (whether within or alongside the image), this text should be formatted to the same specifications for font size, style and color as indicated in the Text Characteristics section above.

C. Clarity

If photocopying an existing page document, ensure that the new document does not contain streaks or stray toner dots.

4. Physical Characteristics

A. Paper

The paper selected for printing large-print documents should have a matte (not glossy) finish to reduce glare. The paper should be of sufficient weight (generally 28 lbs or greater) to ensure that toner does not bleed through to the other side.

B. Binding

Documents with less than 20 pages may be attached by a single staple in the upper-left corner or spiral-bound.

Documents with between 20 and 100 pages should be spiral-bound to allow them to be laid flat. Documents with greater than 100 pages should be placed in hard binders whose overall size does not exceed 9"x12"x1".

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Event Collateral Materials



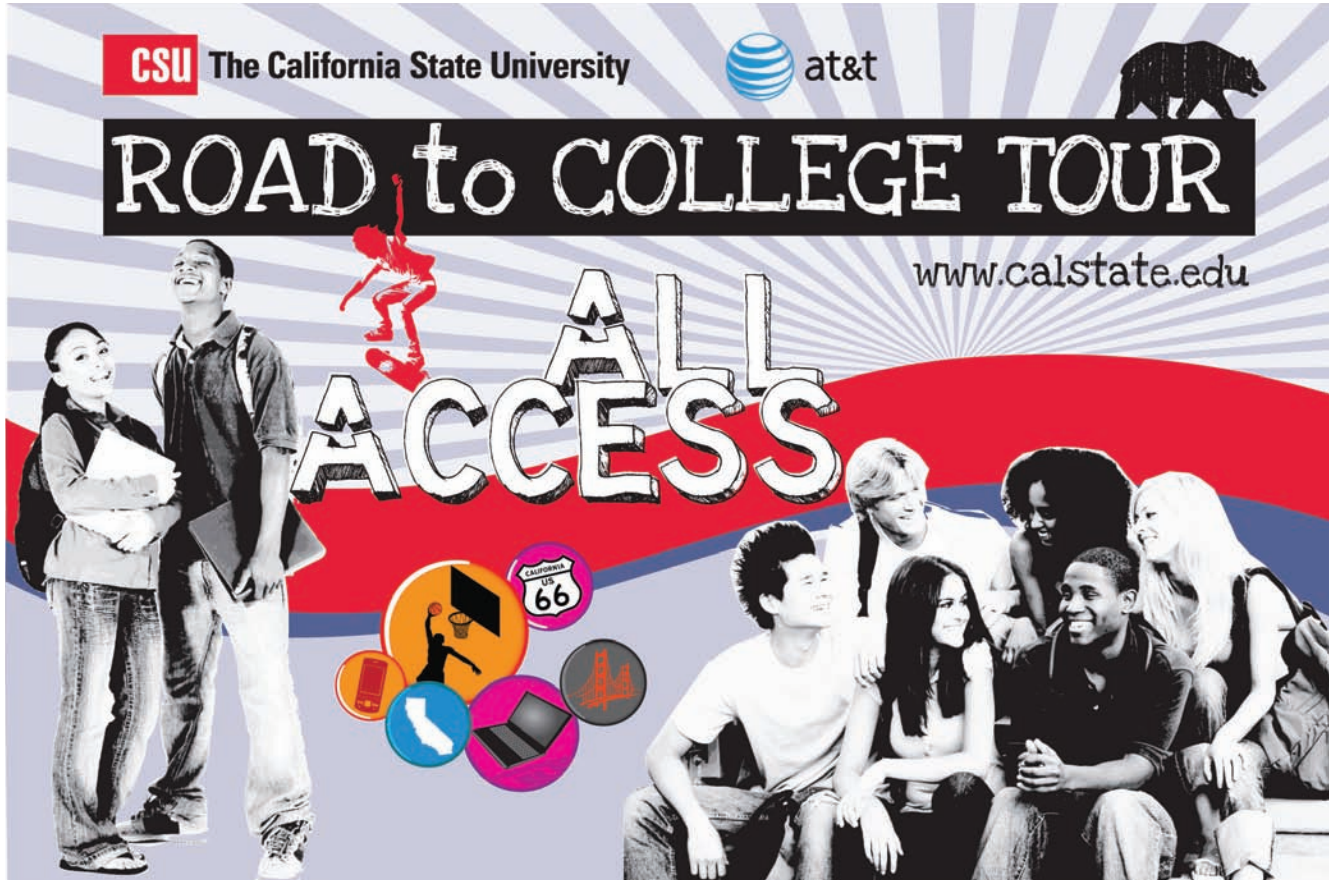
Bus Wrap



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ALL ACCESS

Event Collateral Materials



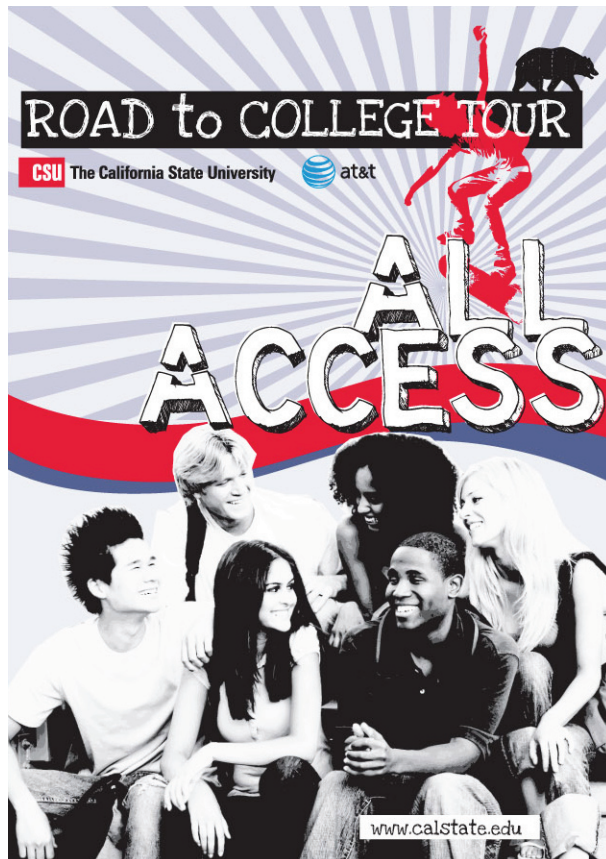
Banner



Signage

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Laminate



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Sticker



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T-Shirt

