Request for Proposal
Number 3705
For
Software Reseller Services
Issue Date: September 4, 2013

The California State University
OFFICE OF THE CHANCELLOR

RFP Contents
Section 1 Purpose and Overview
Section 2 Schedule of Events
Section 3 Mandatory Minimum Requirements and Scope of Work
Section 4 Evaluation and Selection Criteria
Section 5 Submittal Requirements and Instructions
Section 6 Solicitation Provisions and Proposer’s Certifications

Appendices
Appendix A Sample CSU Agreement and CSU General Provisions for Information Technology Acquisitions
Appendix B Price*
Appendix C Client References
Appendix D Bidder Declaration (Small Business Preference)
Appendix E University of California Terms and Conditions of Purchase
Appendix F-1 Voluntary Product Accessibility Template (VPAT)*
Appendix F-2 WCAG 2 Compliance Report*
Appendix G Spend Data for CSU and UC
Appendix H UC Location SVLA Purchase-to-Pay Operations Overview
Appendix I Mandatory Minimum Requirements and Scope of Work*
Appendix J Question and Response*

*Word document provided.
SECTION 1
PURPOSE AND OVERVIEW

1.1 Purpose
The purpose of this Request for Proposal is to solicit proposals from currently certified Large Account Resellers (LAR) software resellers for the administration of the California State University’s (CSU) and University of California (UC) Software Volume License Agreements (SVLA) and the sale of software licenses and other product available from the reseller for which the CSU or UC do not have a SVLA. The resale of software includes institutional resale and the resale of student licenses directly to students.

This successful Proposer will enter into a firm cost plus markup percent pricing methodology agreement for a five (5) year term with two (2) one year options to renew. It is the preference of both university systems to award an agreement to one firm with the capability to provide all the of university systems Software Reseller Services requirements as set forth herein; however, the CSU/UC reserves the right to award multiple agreements as the result of this RFP.

1.2 Issuing Office, Communications, and RFP Website
This Request for Proposal, and any subsequent addenda, is being issued by the California State University, Office of the Chancellor, Contract Services and Procurement Department (hereafter referred to as “CSU CS&P”) on behalf of all participants. CSU CS&P is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP and are the only office authorized to amend, change, modify, or clarify the specifications and terms and conditions of this RFP and any contract awarded as a result.

All communications concerning this RFP, including any questions and/or requests for clarification, should be addressed via email to:

California State University (CSU)
Office of the Chancellor
Attn: Melody Kojima, Assistant Director
Contract Services and Procurement
401 Golden Shore, 5th Floor
Long Beach, CA 90802
Email: mkojima@calstate.edu

Note: All notices, addendums, and communication regarding this RFP will be posted at the RFP website at: http://www.planetbids.com/portal/portal.cfm?companyid=15331#

1.3 Background of Participants
The CSU is the largest system of senior higher education in the nation, comprised of 23 campuses, see map at www.calstate.edu/datastore/campus_map.shtml, ranging in size from a few hundred to 30,000+ students, the headquarters of the Office of the Chancellor, and 83 campus auxiliary organizations managing numerous complex business operations and service industries. A description and listing of CSU Auxiliary Organizations can be found at http://auxiliary.calstate.edu. The CSU employs over 44,000 faculty and staff and services almost 437,000 students. Demographics and pertinent facts about the CSU can be found at the web site: http://www.calstate.edu/datastore/quick_facts.shtml.

The University of California (UC), founded in 1868, is a system of 10 campuses with a mission of teaching, research and public service. With approximately 238,686 graduate and undergraduate students and 139,965 full-time equivalent faculty and staff, UC is the world’s premier public university. UC has
three law schools, five medical schools and the nation’s largest continuing education program. The University also manages Lawrence Berkeley National Laboratory, which is engaged in energy and environmental research. The University of California’s Natural Reserve System manages approximately 130,000 acres of natural habitats for research, teaching and outreach activities. For more on the University of California headcount and enrollment, see: [http://www.universityofcalifornia.edu/news/quickfacts.html](http://www.universityofcalifornia.edu/news/quickfacts.html).

The UC currently has agreements for the following SVLAs:

- Adobe CLP
- Adobe Enterprise Term License
- McAfee
- Microsoft (Consolidated) Campus EES (subscription)
- Microsoft Select
- Sophos License
- Symantec Software License Program
- VMware License * - UC does not have an SVLA in place with VMware, however, the UC has had more than $1M in VMware spend via the UC current reseller for each of the last three years.

An Agreement of Understanding exists between the Trustees of the California State University and the Regents of the University of California, establishing the California Higher Educations Consortium (CHEC). Through a collaborative relationship, the Consortium seeks to combine procurement contracting cost. Accordingly, the Agreement resulting from this solicitation shall recognize the participation of the UC 10 campuses and managing sites with the following understanding:

- Reseller agrees to extend the product pricing and services to the UC institutions and managed sites under the terms of this Agreement, under a separate UC agreement.
- All contractual administration issues regarding this separate UC Agreement (e.g. terms and conditions, extensions, renewals, etc.) shall remain the responsibility of the UC. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC campuses shall be addressed, administered, and resolved by each UC campus. The CSU and UC are separate and distinct governmental entities. As such, each administrative unit and campus therein is financially separate and shall be responsible for individual financial commitments. No fiduciary responsibility for performance liability, unless otherwise expressed, exists between the UC and CSU and their respective campuses.

The California State University and the University of California request that respondent specifically state if the offer submitted will or will not be extended to the membership of the Educational & Institutional Cooperative Service, Inc. (E&I); such extension is not a requirement for award under the contract. E&I is a not-for-profit, higher education member-owned contracting cooperative consisting of 2500+ tax-exempt colleges, universities, prep and K-12 schools, hospitals and health care institutions throughout the United States. 2012 volume spend by members through the E&I contracts was $1.8 billion. Learn more about E&I by visiting their web site at [www.eandi.org](http://www.eandi.org).

E&I will have additional terms and conditions to be incorporated in the resulting E&I Agreement with the winning supplier as well as the final negotiated Contract Administrative Fee, and monthly/quarterly business volume reporting requirements.

1.4 **Responses to the RFP**

The rules governing this RFP, Proposer instructions and RFP response format are stated in Section 5 of this RFP. Respondents are advised to carefully read, understand and comply with these requirements in preparing a response to this RFP.
1.5 **Contract Award and Term**

It is the intent of the CSU/UC to award an agreement to the proposal receiving the greatest number of evaluation points. The term of the agreement will be 5 years with 2 one-year options for renewal.

1.6 **Definitions**

- **Campus or campuses** shall mean the CSU campuses.
- **Contractor, Proposer, or Supplier** shall mean an individual, corporation or partnership submitting a proposal in response to this RFP.
- **CSU (California State University)** shall mean the CSU’s 23 campuses, its Auxiliary Organizations, and the Office of the Chancellor.
- **Finalist Proposer** shall mean the one or more proposer(s) what have been judged, through the initial RFP scoring process, as the highest scoring Proposers.
- **LAR** shall mean Microsoft authorized Large Account Reseller
- **Reseller** shall mean the firm and its partners awarded an agreement to perform the services defined by this RFP.
- **SVLA (Software Volume License Agreement)** shall mean an agreement with a software publisher that enables CSU/UC departments to purchase software licenses, maintenance, support, media, and documentation separately or in any combination at substantial discounts.
- **UC (University of California)** shall mean the UC’s 10 campuses, Lawrence Berkeley National Laboratory, the University of California’s Natural Reserve System, and the University of California Office of the President (UCOP).
## SECTION 2
### SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Request for Proposal</td>
<td>September 4, 2013</td>
</tr>
<tr>
<td>Proposer’s Phone Conference PT</td>
<td>September 12, 2013, 9-10:00 a.m.</td>
</tr>
<tr>
<td>Click on: <a href="https://join.loopup.com/F9F08Wi">https://join.loopup.com/F9F08Wi</a></td>
<td></td>
</tr>
</tbody>
</table>
| 1. Click on “Join As Participant”  
2. Enter your name, your company’s name, and the phone number you want to be called back at.  
3. IMPORTANT: This is the roll call list. The conference system will call you and you’ll be connected into the conference call. | |
| Deadline for Submission of Clarification Questions | September 24, 2013 10:00 a.m. PT |
| Addendums and response to questions posted | September 26, 2013 |
| Proposal Due Date | October 2, 2013, 10:00 a.m. PT |
| Finalist Presentations* | October 21 – 22, 2013 |
| Notice of Intent to Award | October 22, 2013 |
| Award date | November 15, 2013 |
| Contract Commencement Date | December 1, 2013 |

---

**Proposals not received by the date and time specified will be rejected.**

Email questions to: **mkojima@calstate.edu** QUESTIONS WILL ONLY BE ACCEPTED IF EMAILED. Responses to questions and addendums will be posted on the official RFP website at: [http://www.planetbids.com/csuco/bidframe.cfm](http://www.planetbids.com/csuco/bidframe.cfm)

The dates up to and including the “Deadline for Submission of Proposals” date may be adjusted upon advance 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/UC.

It is the Proposer’s responsibility to periodically check the official RFP website at [http://www.calstate.edu/csp](http://www.calstate.edu/csp) “Public Solicitations” for any notices, addenda or correspondence relating to this solicitation.

*Presentations by **Finalist Proposers** will be conducted at the CSU Office of the Chancellor in Long Beach, CA. See Section 4 of the RFP document for more detailed information.*
SECTION 3
MANDATORY MINIMUM REQUIREMENTS AND SCOPE OF WORK

3.1 Mandatory Minimum Requirements and Scope of Work
The successful software reseller is required to fully meet or exceed each of the Mandatory Minimum Requirement and Scope of Work in Appendix I, Mandatory Minimum Requirements and Scope of Work. Any company submitting a proposal which is not able to fully meet each of the mandatory minimum requirements will not be considered for further evaluation during the RFP process. Complete and submit Appendix I

3.2 Question and Response Section
Proposers must complete and submit Appendix J, Question and Response Section

3.3 Accessibility Technology Initiative (ATI) Requirements and WCAG2 Compliance Report

3.3.1 Accessibility Requirements
Proposer must complete and submit Appendix F-1, Voluntary Product Evaluation Template (VPAT) and Appendix F-2, WCAG 2, Compliance Report

The CSU and UC are committed to ensuring that their programs, services and activities are accessible for all staff, faculty, students, and members of the public including persons with disabilities. Accessibility should be considered throughout the design and development process for all websites and web applications developed for these institutions.

California Government Code 11135 requires that the University comply with Section 508 of the Rehabilitation Act of 1973, as amended, and to apply accessibility standards and guidelines for electronic and information technology (EIT) products and services that it buys, creates, uses, and maintains. EIT is any equipment, interconnected system, or subsystem of equipment used in the creation, conversion, or duplication of data or information. EIT is defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101. EIT includes:

- Telecommunication products, such as telephones;
- Information kiosks;
- Transaction machines;
- World Wide Web sites;
- Software and Operating Systems;
- Computers;
- Multimedia (including videotapes), and;
- Office equipment, such as copiers and fax machines.

Proposal Submission Requirements
Provide the following information in order to allow the CSU and UC to gauge bidder’s capabilities and experience developing accessible websites and web applications. Where indicated, enter your response in the text box below each question.

1. Documentation that outlines vendor’s accessibility strategy for their product. This documentation should address the following issues:
   a. How is accessibility integrated into the product design and development processes (e.g. technical requirements that address accessibility)?
b. How is accessibility integrated into the product testing process (e.g. specific evaluation and documentation procedures)?

Response:

3.3.2 Accessibility Standards Compliance – Complete and submit Appendix F-2
SECTION 4
EVALUATION AND SELECTION CRITERIA

4.1 Selection Criteria
The CSU/UC will only consider proposals from financially responsible and responsive firms and organizations presently engaged in the business of providing software and related services. The award will be made to the most responsible and responsive vendor or partnership group whose proposal is determined to be the most advantageous to the CSU/UC based on the evaluation criteria listed below in order of importance.

4.2 Evaluation Method
All proposals shall be reviewed to verify the Proposer has met the RFP submission requirements. Proposals that have not followed the rules; do not meet the mandatory minimum requirements, qualifications, or quality standards; take unacceptable exceptions to the terms and conditions; or are non-responsive to the required responses in this RFP will be eliminated from further consideration.

Proposals determined to have met the RFP requirements will be reviewed and evaluated by the evaluation team. As a part of this review, the CSU/UC may require proposing firms or organizations to clarify the information submitted. This clarification process may be conducted through written or electronic correspondence or through an interview with the evaluation team.

Responsive Proposers found to be most qualified to perform the services required, based upon the listed criteria may be required to give oral interview/presentations to the evaluation team as part of the evaluation process. The purpose of interview/presentation is to give “Finalists” an opportunity to demonstrate their ability to perform the scope of work defined in this RFP and clarify outstanding issues. It is in the proposing firm’s best interests to submit a thorough and complete proposal and not depend on the presentation process to provide additional information. All firms and organizations or partnership groups selected for an interview and presentation will be notified of the proposed interview date(s) at least one week in advance.

Firms and organizations or partnership groups selected for interview must be present, for in-person interview, both the dedicated/lead point of contact for the project and the vendor representative with financial decision making authority for the project

From among the Finalist proposers the CSU/UC may select one or more firm(s) and or organization(s) to enter into final proposal negotiations for the RFP award. A proposing firm(s) and or organization(s) may be required to participate in negotiations and to submit best and final price, technical or other revisions to the proposal which may result from such negotiations.

All proposers will be notified in writing once one or more firms have been selected.
4.3 Evaluation Criteria

The Evaluation Team will make its evaluation based on the criteria below. It is the intent of the CSU/UC to award an agreement to the proposal receiving the greatest number of evaluation points.

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Authorized Reseller and Company Information</td>
<td>2.8%</td>
</tr>
<tr>
<td>B Higher Education Market Familiarity</td>
<td>2.24%</td>
</tr>
<tr>
<td>C Account Management and Service Levels</td>
<td>9.51%</td>
</tr>
<tr>
<td>D Communications</td>
<td>2.8%</td>
</tr>
<tr>
<td>E Web Presence, Information Accuracy, IT Support Infrastructure</td>
<td>7.27%</td>
</tr>
<tr>
<td>F Software License Tracking, Renewal Assistance and Key Management</td>
<td>6.71%</td>
</tr>
<tr>
<td>G Ordering Process</td>
<td>5.58%</td>
</tr>
<tr>
<td>H Billing and Payment Process</td>
<td>3.91%</td>
</tr>
<tr>
<td>I Distribution</td>
<td>5.59%</td>
</tr>
<tr>
<td>J Returns/Exchanges and Upgrades</td>
<td>1.12%</td>
</tr>
<tr>
<td>K Data Management and Reporting</td>
<td>4.47%</td>
</tr>
<tr>
<td>L Implementation Planning</td>
<td>10.0%</td>
</tr>
<tr>
<td>M Price</td>
<td>38%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
</tr>
</tbody>
</table>
SECTION 5
SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

5.1 Introduction
To be considered responsive to this RFP, the Proposer shall submit responses in the format identified in this section. All requirements and questions in the RFP shall be addressed and all requested documentation must be supplied. The CSU/UC reserves the right to request additional information which, in the CSU/UC’S opinion, is necessary to assure that the Proposer’s competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

Proposals must be received in the CSU Contract Services and Procurement Office no later than the time indicated in Section 2 of the RFP document or as indicated in any subsequently issued addenda. LATE PROPOSALS WILL NOT BE ACCEPTED.

5.2 Delivery of Proposals

5.2.1 Delivery Address
Address or deliver proposals to:
California State University
Office of the Chancellor
Contract Services & Procurement
401 Golden Shore, 5th Floor
Long Beach, CA 90802
Attn: Melody Kojima

*Indicate RFP No. 3705 on the outside of the mailing box/package.

5.2.2 Receipt Deadline
Sealed proposals must be received in the Contract Services and Procurement Office no later than the date and time shown on the Schedule of Events in Section 2. LATE PROPOSALS WILL NOT BE ACCEPTED. The Proposer 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 CSU mailing system will be the responsibility of the Proposer. Likewise, delays due to inaccurate directions given, even if by CSU staff, shall be the responsibility of the Proposer.

5.3 Number of Proposal Copies and Delivery Format

5.3.1 Number of Copies 15
The Proposer shall provide:
- One (1) original hardcopy
- One (1) electronic copy on a USB (Flash) drive

5.3.2 Original Hardcopy
The original hardcopy must be submitted as indicated in this section. The original hardcopy is the official submittal copy and must include the original signatures.

5.3.3 Electronic Copy
The electronic version must be a complete copy of the original hardcopy proposal in Adobe Acrobat PDF format on a Flash drive. The pdf file(s) must have been created directly from the authoring software, e.g. Microsoft Word, and not from documents that are scanned into pdf format (except for responses that required to completed by hand or personally signed). Exception may be made for preprinted supplemental documents such as technical or marketing brochures and annual reports.

Should supplemental documentation not be available in electronic format, one (1) additional hardcopy package of the supplemental documentation must also be submitted. However, in all cases any electronic documents submitted must be compliant with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973. For more info on Section 508: http://www.calstate.edu/accessibility/. The electronic version of the proposal may be more than one file but should be organize and files named to follow the organization of the original hardcopy proposal.

The electronic media and electronic proposal document files must be compatible with Microsoft Windows operating system and Microsoft Windows version of Adobe Acrobat.

Exceptions may be made on the electronic copy compatibility requirements and media type requirements if the request for exception is approved prior to proposal due date. Submit request to the RFP contact identified in Section 1 of the RFP document.

The Proposer’s electronic media must be clearly identified with the Proposer’s name and RFP number. The electronic copy will most likely be the working copy for the evaluation team members and therefore must be a complete exact copy of the original hardcopy.

A CONTRACTOR MAY BE DISQUALIFIED IF THE HARDCOPY OF THEIR PROPOSAL IS FOUND TO HAVE MATERIAL DIFFERENCES FROM THE ELECTRONIC COPY.

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.

5.3.4 Preparation
Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer’s demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. However, technical literature describing the proposed services and extent of support included in the proposal should be forwarded as an attachment of the proposal and specifically referenced.

EMPHASIS SHOULD BE CONCENTRATED ON CONFORMANCE TO THE RFP INSTRUCTIONS, RESPONSIVENESS TO THE RFP REQUIREMENTS, AND ON COMPLETENESS AND CLARITY OF CONTENT.

5.4 Proposal Format
Proposals shall adhere to the format for organization and content described below. Proposals must be divided into the individual sections listed below, (hardcopies indexed and tabbed).

The proposal must be organized as follows:

Section 1 - Cover Letter
Proposer’s cover letter shall expressly state that, should the Proposer’s proposal be accepted, the Proposer agrees to enter into an Agreement in the form and under the terms and conditions as prescribed by the State of California in accordance with Appendix A, "CSU General Provisions for Information Technology Acquisitions".

The cover letter shall include:

1. A brief statement of intent to perform the services proposed.
2. Signature of an authorized officer of the organization who has legal authority in such transactions.
3. 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.
4. Acknowledgement receipt of all addenda issued.
5. Expressly state that, should the Proposer’s proposal be accepted, the Proposer agrees to enter into a contract under the terms and conditions as set forth herein.
6. Proposals with unsigned cover letters will be rejected.

Section 2 - Exceptions and Proposal 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, 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.

Provide a listing by proposal page number of all information, if any, identified as confidential and the justification for which the bidder deems this information confidential. Please be advised that a blanket confidentiality or proprietary legend identifying the entire proposal as confidential or proposals that have had every page identified as confidential will not be accepted and may cause the proposal to be rejected.

Section 3 - Mandatory Minimum Requirements and Scope of Work
This section shall include responses to the requirements in RFP Section 3.1. The Proposer shall address each mandatory minimum require specifications and respond by confirming with an “X” in the response column. Complete and submit Appendix I and return in a Word format.

Section 4 - Questions and Response Section
This section shall include the response to the requirements in RFP Section 3.2. The Proposer shall address each question using the actual table in Section 3.2 by entering Proposer’s narrative response in the appropriate space. Complete and submit Appendix J and return in a Word format.

Section 5 - Additional Submittals
This section of the response must contain the following completed forms.

- Appendix C Client References
- Appendix F-1 Voluntary Product Accessibility Template (VPAT)
- Appendix F-2 WCAG 2 Compliance Report

In areas where specific instructions are not provided, Proposers are expected to format the responses in a clear and professional manner. Each Proposer is advised that, unless otherwise
directed, it is not sufficient to merely provide a statement that the Proposer’s Proposal or proposed services meet the desired requirements. Proposals submitted in this fashion will be considered non-responsive and will not be evaluated.

It is acceptable to submit standard corporate brochures in addition to the RFP responses if such printed matter is responsive to the CSU/UC’s requirements or if such printed matter would provide supplemental data on the Proposers capabilities.

Section 6 – Price
This section shall include a completed Appendix B, Price and return in a Word format.
6.1 Solicitation Provisions

6.1.1 Revisions in Bid Solicitation
This solicitation does not obligate CSU/UC to enter into an agreement. CSU/UC reserves the right to cancel this solicitation at any time, should the project be canceled, CSU/UC loses the required funding or it is deemed in the best interest of CSU/UC. No obligation either expressed or implied, exists on the part of CSU/UC to make an award or to pay any cost incurred in the preparation or submission of a bid.

6.1.2 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.

6.1.3 Confidentiality
All proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a Proposer's proposal will be held in the strictest confidence until Notice of Intent to Award. The content of all working papers and discussions relating to the Proposer's proposal shall be held confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or an evaluation of the bid. Any disclosure of this subject by the Proposer is a basis for rejecting the proposal and ruling Proposer ineligible to further participate. Any disclosure by a state person is the basis for disciplinary action, including dismissal from state employment, as provided by Government Code Section 19570 et seq.

Total confidentiality is paramount; it cannot be overemphasized.

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

It is the Proposer’s responsibility to provide the CSU with current contact information and to update the CSU immediately of any changes.

6.1.5 Errors and Omissions of the RFP
In the event a Proposer believes that the requirements of this RFP is unfairly restrictive ambiguous, contains conflicting provisions, or discrepancies, or omissions or other errors in the RFP or any of its attachments, the firm shall immediately notify the CSU/UC of such matter in writing.

Modifications, if any, will be made by addenda. Clarifications will be given by written notice to all parties who have been furnished or who have requested an RFP for bidding purposes, without divulging the source of the request for same.
Failure by the Proposer to notify the CSU/UC of any concern relating to the solicitation requirements within the timeframe provided in the provision for Protests, will be deemed a waiver of the supplier’s right to protest the requirements of the RFP and the Proposer shall propose at Proposer’s own risk. In addition, if Proposer is awarded the contract and the Proposer should have reasonably known such concerns, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

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

6.1.7 Completion of Proposal
Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially changed the quality of the proposal. Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the evaluation committee, such information was intended to erroneously and fallaciously mislead the CSU/UC in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Proposer shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

The CSU/UC reserves the right to request additional information which in the CSU/UC’S opinion is necessary to assure that the Proposer’s competence, experience, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

6.1.8 Alternative Proposals
Only one proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all proposals submitted by the Proposer.

6.1.9 Joint Bids
A joint proposal (two (2) or more qualified firms quoting jointly on one bid) may be submitted and each participating firm must sign the joint proposal. If the contract is awarded to joint contractors, it shall be one indivisible contract. Each joint contractor will be jointly and severally responsible for the performance of the entire contract, and the joint contractor must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The CSU/UC assumes no responsibility or obligation for the division of orders or purchases among the joint contractors.

6.1.10 Proposer's Cost
Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the CSU/UC.

6.1.11 Errors in the Proposal
If errors are found in a proposal, the CSU/UC may reject the proposal; however, the CSU/UC may, at its sole option, correct arithmetic or transposition errors or both on the basis that the
lowest level of detail will prevail in any discrepancy. The total cost of unit cost items will be the product of the unit cost and the quantity of the item. In case of discrepancy between the quantities listed in the cost data, the quantity cited in the narrative shall govern, and extensions and summarizations shall be recomputed accordingly. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if awarded the contract), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw his proposal.

a) If an item is described in the narrative and omitted from the cost data; the proposal will be interpreted to mean that the item will be provided by the Proposer at no cost. If this is a significant item, the Proposer will be notified and given the option to abide by his proposal as so interpreted or to withdraw his proposal.

b) If a minor item is not mentioned at all in the proposal and is essential to satisfactory performance; the proposal will be interpreted to mean that the item will be provided at no cost. If a major item is so omitted, and the omission is recognized prior to contract award, the proposal will be considered non-responsive and rejected. If the omission is not discovered until after the contract is awarded, the Proposer will be required to supply the item at no cost.

c) If there is an obvious misstatement of cost at the lowest level of detail, that cost will not be changed. Instead, the stated cost will be used to re-compute any extensions and the summary, if necessary. If it is a major item, the Proposer will be notified and given the option to abide by his proposal as re-extended or to withdraw his proposal.

6.1.12 Rejection of Proposals

The CSU/UC may reject any or all proposals and may waive any immaterial deviation in a proposal. The CSU/UC’S waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if he/she is awarded the contract. Proposals that include terms and conditions other than CSU/UC’S terms and conditions or contain exceptions to CSU/UC’S terms and conditions may be rejected as being non-responsive.

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

6.1.13 Contract Documents

Any contract(s) resulting from this RFP will be in the format and be administered in accordance with CSU General Provisions (Appendix A).

6.1.14 Award of Contract

The CSU/UC reserves the right to award one or more contracts. Award, if any, will be to the Proposer whose proposal best complies with all of the requirements of the RFP documents and any addenda. A "Notice of Intent to Award" will be publicly posted for five (5) consecutive calendar days prior to the award. Written notification will be made to unsuccessful Proposers. Subsequent to the award, all proposals become public documents.
The selected firm(s) and the CSU/UC shall commit to negotiation and execution of a contract, in substantial accordance with the terms and conditions as set forth in Appendix A, Model Contract or Appendix E, within 30 days of the Notice of Intent to Award. Should the parties be unable to reach final agreement within this timeframe, 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/UC determines that a time extension would not be beneficial to the project, the CSU/UC reserves the right to terminate negotiations and proceed with a secondary Finalist.

Contracts are not effective until approved by the appropriate CSU/UC officials. Any work performed prior to receipt of a fully executed contract shall be at Contractor's own risk.

Failure to execute the contract 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 contract. If the successful Proposer refuses or fails to execute the contract, the CSU/UC may award the contract to the next qualified highest ranked Proposer.

6.1.15 Cancellation
This solicitation does not obligate CSU/UC to enter into an agreement. CSU/UC reserves the right to cancel this RFP at any time, should the project be canceled, CSU/UC loses the required funding or it is deemed in the best interest of CSU/UC. No obligation either expressed or implied, exists on the part of CSU/UC to make an award or to pay any cost incurred in the preparation or submission of a proposal.

6.1.16 Disposition of Proposals
All materials, ideas, and formats submitted in response to this RFP will become the property of the CSU/UC on receipt and may be returned only at the CSU/UC’S option and at the Proposer's expense. One copy shall be retained for official files.

Proposers should note that marking a document “Confidential” or “Proprietary” in a proposal would not keep that document from being released after notice of intent to award as part of the public record.

6.1.17 Non-Endorsement
If a proposal is accepted, the contractor shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply CSU/UC endorsement of contractor's services.

6.1.18 Protests
CSU encourages potential respondents 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.

Proposers wishing to protest the requirements of the RFP must submit a full and complete written statement detailing the facts in support of the protest at least ten (10) days calendars days prior to the proposal submittal due date.

Proposers wishing to protest the basis for contract award must express its intent to do so within five (5) business days after notice of intent to award. The protesting Proposer shall submit a full and complete written statement detailing the facts in support of the protest within ten (10) calendar
days after its submittal of its intent to protest. Authority to protest the basis for contract award is limited to participating Proposers.

Protests must be sent by certified or registered mail or delivered in person to the CSU Executive Vice Chancellor, Business and Finance, or designee, Office of the Chancellor. The CSU’s written decision will be sent by certified or registered mail faxed or delivered in person to the protesting respondent. The decision of CSU is final.

6.1.19 Small Business Preference
The State of California requires agencies to provide a five percent (5%) preference to Proposers or 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 Government Code, Section 14838, et seq., (http://leginfo.legislature.ca.gov/faces/codes.xhtml) and Title 2, California Administrative Code, Section 1896, et seq., (http://ccr.oal.ca.gov/) Copies of the codes and regulations are available online or upon request.

6.1.20 Withdrawal of Proposal
A Proposal may be withdrawn after it is received by the CSU/UC by written request signed by the Bidder or authorized representative, prior to the time and date specified for Proposal submission. 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.

6.1.21 Loss Leader
It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 10730 of the Business and Professions Code. “Loss leader” means any article or product sold at less than cost:

a) Where the purpose is to induce, promote, or encourage the purchase of other merchandise; or
b) Where the effect is a tendency or capacity to mislead or deceive purchasers to prospective purchases; or
c) Where the effect is to divert trade from or otherwise injure competitors.

6.1.22 Brand Names
Any reference to brand names is intended to be descriptive, but not restrictive, unless otherwise specified. Proposals meeting the indicated standards of quality will be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brands. Unless the contractor specifies otherwise in the proposal, it is understood the Contractor is offering referenced brands as specified. The CSU/UC reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references. The CSU/UC may require a contractor offering a substitute to supply additional descriptive material and sample.

6.2 Certifications
By submitting a proposal, the Proposer certifies to the following:
6.2.1 **Americans with Disabilities Act (ADA)**
Contractor assures the CSU that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

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

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

By submitting a bid, the Bidder certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

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

6.2.5 **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 bidder (Government Code Section 4552).

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

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

6.2.6 Noncollusion Affidavit
By submitting a bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the

Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

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

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

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

Current CSU Employees (PCC Section 10831):

a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is
sponsored or funded by any CSU department through or by a CSU contract unless the employment, activity or enterprise is within the course and scope of the officer’s or employee’s regular CSU employment.

b) No officer or employee shall contract on his or her own behalf as an independent contractor with any CSU department to provide goods or services.

c) This prohibition does not apply to officers or employees of the CSU with teaching or research responsibilities.

**Former CSU Employees (PCC Section 10832):**

a) For the two-year period from the date he or she left CSU employment, no former CSU officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CSU department.

b) For the twelve-month period from the date he or she left state employment, no former CSU officer or employee may enter into a contract with any CSU department if he or she was employed by that CSU department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CSU service.

**6.2.10 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.

**6.2.11 Electronic Waste Recycling Act**

In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Changer 8.5 of the Public Resource Code, the Bidder certifies that it, and its agents, subsidiaries, partners, joint ventures, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to the CSU that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the bidder, its agents, subsidiaries, partners, joint venturers, or subcontractors. In addition, the Bidder agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.
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 _______________, 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:

This agreement establishes Contractor as California State University (CSU) designated Microsoft Large Account Reseller (LAR) for purchases through the Contractor for Microsoft Campus and Select Agreements its associated licenses and other software products and licenses. Contractor agrees to provide all LAR services as required by Microsoft and other publishers for licensing programs being entered into by the CSU and referenced in this Agreement. Such services are to be provided to the campuses, administrative offices, and CSU auxiliaries of the CSU. Contractor also agrees to assist the CSU in fulfilling its ministerial obligations under the referenced Microsoft licensing programs. The term of this agreement is for five (5) years commencing on January 1, 2014 and ending on December 31, 2019 with two (2) one year options to renew.

The contractor agrees to acknowledge the Agreement of Understanding exists between the Trustees of the California State University and the Regents of the University of California (UC), establishing the California Higher Educations Consortium (CHEC). Contractor agrees to extend the product pricing and services to the UC institutions and managed sites under the terms of this Agreement, under a separate UC agreement.

The services (LAR services or as otherwise defined) being provided shall be in accordance with provisions of this Agreement and the following documents all of which are incorporated by the reference and made part hereof:

Rider A CSU General Provisions for Information Technology Acquisitions consisting of eleven (11) pages,
Rider B Price, consisting of ___ (xx) page(s),
Rider C Request for Proposal No. 3705 and the _____________________ to RFP No. 3705 as approved by and on file with the Trustees are made a part of this Agreement by reference.

Contractor shall report to:

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

UNIVERSITY

                      BY (AUTHORIZED SIGNATURE)
                      DATE

CONTRACTOR

                      PRINTED NAME AND TITLE OF PERSON SIGNING
                      Tom Roberts, Director

                      PRINTED NAME AND TITLE OF PERSON SIGNING

                      DEPT.
                      Contract Services & Procurement

                      REQUIRED CHARTFIELD DISTRIBUTION
                      Account  Fund  Dept ID  Program
                      __________________________________________
                      __________________________________________
                      __________________________________________
                      __________________________________________

                      OPTIONAL CHARTFIELD DISTRIBUTION
                      Class  Proj/Grt
                      __________________________________________
                      __________________________________________

TOTAL AMOUNT ENCUMBERED TO DATE $0.00

CRL 018 – 1/27/04
RFP No. 3705
Appendix A

CSU GENERAL PROVISIONS
for
INFORMATION TECHNOLOGY ACQUISITIONS
Revision 7/24/06
CSU GENERAL PROVISIONS
for
INFORMATION TECHNOLOGY ACQUISITIONS

1. Commencement of Work .................................................................................................................... 3
2. Invoices .................................................................................................................................................. 3
3. Appropriation of Funds .......................................................................................................................... 3
4. Cancellation ........................................................................................................................................... 3
5. Independent Status ............................................................................................................................... 3
6. Conflict of Interest ............................................................................................................................... 3
7. Governing Law ...................................................................................................................................... 4
8. Assignments .......................................................................................................................................... 4
9. Time ....................................................................................................................................................... 4
10. Contract Alterations & Integration ..................................................................................................... 4
11. General Indemnity ............................................................................................................................... 4
12. Use of Data .......................................................................................................................................... 4
13. Termination for Default ....................................................................................................................... 4
14. Personnel ............................................................................................................................................ 4
15. Nondiscrimination ............................................................................................................................... 4
16. Drug-Free Workplace Certification .................................................................................................... 5
17. Severability ......................................................................................................................................... 5
18. Dispute ............................................................................................................................................... 5
19. Privacy of Personal Information ......................................................................................................... 6
20. Waiver of Rights .................................................................................................................................. 6
21. Endorsement ...................................................................................................................................... 6
22. Patent, Copyright, and Trade Secret Indemnity .................................................................................. 6
23. Compliance with NLRB Orders .......................................................................................................... 7
24. Examination and Audit ....................................................................................................................... 7
25. DVBE and Small Business Participation ............................................................................................. 7
27. Americans With Disabilities Act (ADA) .............................................................................................. 7
28. Child Support Compliance Act .......................................................................................................... 7
29. Document Referencing ....................................................................................................................... 8
30. Taxes, Fees, Expenses, and Extras ..................................................................................................... 8
31. Forced, Convict, Indentured and Child Labor ..................................................................................... 8
32. Covenant Against Gratuities .............................................................................................................. 8
33. Rights and Remedies of CSU for Default ........................................................................................... 8
34. Contractor's Power and Authority ....................................................................................................... 9
35. Recycled Content Certification .......................................................................................................... 9
36. Entire Contract .................................................................................................................................... 9
37. Safety and Accident Prevention ......................................................................................................... 9
38. Rights in Work Product ....................................................................................................................... 9
39. Follow-On Contracts .......................................................................................................................... 10
40. Expatriate Corporations ...................................................................................................................... 10
41. Insurance Requirements .................................................................................................................... 10
42. Confidentiality of Data ....................................................................................................................... 11
1. Commencement of Work
Work shall not commence under the Contract until a fully executed Contract has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor’s own risk and as a volunteer.

2. Invoices
In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the CSU, time will be computed from date of delivery of the commodities as specified, or from date that correct invoices are received in the office specified by the CSU if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the CSU, date of delivery shall mean the date the supplies, equipment or services are accepted by the CSU following the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the CSU warrant or check. Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number and Contractor's identification number are to be included on the invoice. Final invoice shall be marked as such. The Contractor shall submit invoices to the CSU for payment of goods and services rendered. Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the acceptance of goods by the CSU; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract. The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

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

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

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

6. Conflict of Interest
(a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeably 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
INFORMATION TECHNOLOGY 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. The United Nations Convention on Contracts for the International Sale
of Goods shall not apply to this Contract.

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

9. Time
Time is of the essence of the Contract.

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

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

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

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

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

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

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

(c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.


(e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regs., Section 8107).

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

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
   (i) the dangers of drug abuse in the workplace;
   (ii) the person's or organization's policy of maintaining a drug-free workplace;
   (iii) any available counseling, rehabilitation and employee assistance programs; and,
   (iv) penalties that may be imposed upon employees for drug abuse violations.

c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
   (i) will receive a copy of the company's drug-free policy statement; and,
   (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

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

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

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

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

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

22. Patent, Copyright, and Trade Secret Indemnity
a) Contractor will indemnify, defend, and save harmless the CSU, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys’ fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party (“Third Party Obligation”) and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the CSU with indemnity protection.
   i) The CSU will notify Contractor of such claim in writing and tender the defense thereof within a reasonable time; and
   ii) The Contractor will have control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law the CSU has the option to participate in such action at its own expense.

b) Contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing provided they comply with Contract bid and performance requirements and/or expectations. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the CSU shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the CSU in procuring substitute Deliverables or Software at Contractors cost and expense. If, in the sole opinion of the CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impracticable, the CSU shall then have
the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

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

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

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

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

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

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

28. Child Support Compliance Act
For any contract in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:
(a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
(b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
29. Document Referencing
All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the contract number and contractor identification number may be returned to contractor and may cause delay in payment.

30. Taxes, Fees, Expenses, and Extras
(a) Articles sold to the CSU are exempt from certain Federal Excise Taxes. The CSU will furnish an exemption certificate on request.
(b) Unless specified otherwise, prices quoted shall include all required taxes.
(c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the CSU unless expressly included and itemized in the bid. Unless otherwise indicated on the Purchase Order or Contract, on "FOB Shipping Point" transactions vendor shall arrange for lowest cost transportation, prepay, add freight to invoice, and furnish supporting freight bills over $50. Shipments that are California intrastate in nature and where freight is to be borne by the CSU shall be tendered to carriers with written instructions that rates and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.

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

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

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

(b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as “force majeure”) shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

(c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.

(d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

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

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

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

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

38. Rights in Work Product
a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other documentation or improvements thereto, and including Contractor’s administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.

b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Clause will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials. The CSU will have Government Purpose Rights to the Work Product as Deliverable or delivered to the CSU hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the CSU for any CSU purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works
from, and disclose the Work Product for any CSU purpose. Such recipients of the Work Product may include, without limitation, CSU Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting. This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

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

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

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

   a) The certificate of insurance shall provide:
      (i) That the insurer will not cancel the insured’s coverage without thirty (30) days prior notice to the CSU;
(ii) That the State of California, the Trustees of the California State University, the CSU, the campus and the employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;

(iii) That the State, the Trustees, and the CSU, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;

(iv) That the insurer has an AM Best rating of A:VII or equivalent.

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

(c) Workers' Compensation insurance coverage as required by the State of California.

42. Confidentiality of Data
All financial, statistical, personal, technical and other data and information relating to CSU's operation which are designated confidential by the CSU and not otherwise subject to disclosure under the California Public Records Act, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that it takes to protects 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.
RFP No. 3705
Appendix B, Price

Appendix B has been provided in a Excel format. See the Excel document at the RFP website at:
http://www.planetbids.com/portal/portal.cfm?companyid=15331#
The proposer must identify three (3) client references for whom the proposer has provided similar services within the past 3 years:

Firm #1 - Name of Firm: 
Address of Firm: 
Contact Person: Phone No. ( ) 
Date of Project: From: To: 
Dollar value of agreement: 
Brief Description of Project: 

Firm #2 - Name of Firm: 
Address of Firm: 
Contact Person: Phone No. ( ) 
Date of Project: From: To: 
Dollar value of agreement: 
Brief Description of Project: 

Firm #3 - Name of Firm: 
Address of Firm: 
Contact Person: Phone No. ( ) 
Date of Project: From: To: 
Dollar value of agreement: 
Brief Description of Project: 
1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):
   a. Identify current California certification(s) (MB, SB, NVSA, DVBE): ____________ or None _____ (If “None,” go to Item #2)
   b. Will subcontractors be used for this contract? Yes ___ No ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
   c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ___ No ___
      (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ___ No ___ N/A ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

<table>
<thead>
<tr>
<th>Subcontractor Name, Contact Person, Phone Number &amp; Fax Number</th>
<th>Subcontractor Address &amp; Email Address</th>
<th>CA Certification (MB, SB, NVSA, DVBE or None)</th>
<th>Work performed or goods provided for this contract</th>
<th>Corresponding % of bid price</th>
<th>Good Standing?</th>
<th>51% Rental?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. CERTIFICATION: By signing this form, I certify under penalty of perjury that the information provided is true and correct.
Printed Name: __________________________________________ Signature: __________________________ Date Signed: ________________
BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

1.c. ThisItem is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ___ of ___” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ___ of ___” accordingly.

2. (continued) Column Labels

| Subcontractor Name, Contact Person, Phone Number & Fax Number | List each element for all subcontractors. |
| Subcontractor Address & Email Address | Enter the address and if available, an Email address. |
| CA Certification (MB, SB, NVSA, DVBE or None) | If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.dgs.ca.gov). |
| Work performed or goods provided for this contract | Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation. |
| Corresponding % of bid price | Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount. |
| Good Standing | Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following: |
- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status
| 51% Rental | This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed. |
- Enter “N/A” if the: |
  - Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or |
  - Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE) |
- Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract. |
- Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing. |

3. Read the certification at the bottom of the page. An individual that is authorized to bind the firm contractually is to print their name, sign and date the form. Also, complete the “Page ___ of ___” accordingly.
ARTICLE 1 - The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order, agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specifies the materials, supplies, or services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE 2 - INSPECTION. The services, materials and supplies furnished shall be exactly as specified in this order free from all defects in Seller's performance, design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by University at all times and places. If, prior to final acceptance, any services and any materials and supplies furnished therewith are found to be incomplete, or not as specified, University may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by University, University may terminate the order in whole or in part. Seller shall bear all risks as to rejected services and, in addition to any costs for which Seller may become liable to University under other provisions of this order, shall reimburse University for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 3 - CHANGES. University may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be allowed without written approval of University. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless University waives this condition in writing. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.
ARTICLE 4 - TERMINATION

A. University may, by written notice stating the extent and effective date, cancel and/or terminate this order for convenience in whole or in part, at any
time. University shall pay
Seller as full compensation for performance until such termination:
(1) the unit or pro rata order price for the performed and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources
by Seller as approved by University, with respect to the unperformed or unaccepted portion of this order, provided compensation hereunder shall in no
event exceed the total order price.

B. University may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the
provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or
fails to perform the services within the time specified or any written extension thereof. In such event, University may purchase or otherwise secure
services and, except as otherwise provided herein, Seller shall be liable to University for any excess costs occasioned University thereby. If, after notice
of termination for default, University determines that the Seller was not in default or that the failure to perform this order was due to causes beyond the
control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of University, acts of
Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or
supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of
University, unless University shall determine that the services covered by this order were obtainable by Seller from other sources in sufficient time to
meet the required performance schedule.

C. If University determines that Seller has been delayed in the work due to causes beyond the control and without the fault or negligence of Seller,
University may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller; any extension granted
shall be effective only if given in writing. If such delay is due to failure of University, not caused or contributed to by Seller, to perform services or deliver
property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of
Seller in event of delay by failure of University to perform shall, however, be limited to any money actually and necessarily expended in the work during
the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.

D. The rights and remedies of University provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by
law or under this order.

E. As used in this Article, the word “Seller” includes Seller and its subsuppliers at any tier.
ARTICLE 5 - LIABILITY FOR UNIVERSITY - FURNISHED PROPERTY. Seller assumes complete liability for any tooling, articles or material furnished by University to Seller in connection with this order and Seller agrees to pay for all such tooling, articles or material damaged or spoiled by it or not otherwise accounted for to University's satisfaction. The furnishing to Seller of any tooling, articles, or material in connection with this order shall not, unless otherwise expressly provided, be construed to vest title thereto in Seller.

ARTICLE 6 - TITLE. Title to the material and supplies purchased hereunder shall pass directly from Seller to University at the f.o.b. point shown, or as otherwise specified in this order, subject to the right of University to reject upon inspection.

ARTICLE 7 - PAYMENT, EXTRA CHARGES, DRAFTS. Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. University will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item.

ARTICLE 8 - CHARACTER OF SERVICES. Seller, as an independent contractor, shall furnish all equipment, personnel and material sufficient to provide the services expeditiously and efficiently during as many hours per shift and shifts per week and at such locations as the University may so require and designate.

ARTICLE 9 - FORCED, CONVICT, AND INDENTURED LABOR. A. By accepting this order, Seller hereby certifies that no foreign-made equipment, materials, or supplies furnished to the University pursuant to this order will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
B. Any Seller contracting with the University who knew or should have known that the foreign-made equipment, materials, or supplies furnished to the University were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a contract pursuant to the above, may have any or all of the following sanctions imposed:
1. The contract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the University.
2. Seller may be removed from consideration for University contracts for a period not to exceed 360 days.

ARTICLE 10 - INDEMNITY. A. General. Seller shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorney's fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Seller's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Seller, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Seller's direction and control.
B. Proprietary Rights. Seller shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Seller's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order or University's use of such parts, goods, components, programs, practices, or methods supplied by Seller under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing shall not apply unless University has informed Seller as soon as practicable of the suit or action alleging such infringement. Seller shall not settle such suit or action without the consent of University. University retains the right to participate in the defense against any such suit or action.
C. Products. Seller shall fully indemnify, defend, and hold harmless University from and against any and all claim, action, and liability, for injury, death, and property damage, arising out of the dispensing or use of any of Seller's product provided under authorized University orders. In addition to the liability imposed by law on the Seller for damage or injury (including death) to persons or property by reason of the negligence, willful acts or omissions, or strict liability of the Seller or his agents, which liability is not impaired or otherwise affected hereby, the Seller hereby assumes liability for and agrees to save University harmless and indemnify it from every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of the Seller. The University agrees to provide Seller with prompt notice of any such claims and to permit Seller to defend any claim or suit, and that it will cooperate fully in such defense.

ARTICLE 11 - DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided on the face of this order, all shipments by Seller under this order for University's account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

ARTICLE 12 - WARRANTY. Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as specified in this order. The rights and remedies so provided are in addition to and do not limit any rights afforded to University by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the supplies or services by the University.

ARTICLE 13 - ASSIGNMENT AND SUBCONTRACTING. This order is assignable by University. Except as to any payment due hereunder, this order may not be assigned or subcontracted by Seller without written approval of University. In case such consent is given, it shall not relieve Seller from any of the obligations of this Agreement and any transferee or subcontractor shall be considered the agent of Seller and, as between the parties hereto, Seller shall be and remain liable as if no such transfer or subcontracting had been made.

ARTICLE 14 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Seller agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair Employment and Housing Act (Government Code section 12900 et seq.). Expressly, Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925[f]), marital status, age, physical and mental handicap in regard to any position for which the
ARTICLE 17 - INSURANCE

Seller shall furnish to University a full and complete certificate of insurance with limits of at least ten million dollars for all causes of insurance.

ARTICLE 18 - BIDDER RESPONSIBILITY

All bidders shall be responsible for the work to be performed under this contract. Failure to comply with the terms of this agreement shall result in the bidder being held liable for any damages incurred as a result.

ARTICLE 19 - CONSTRUCTION SCHEDULE

The construction schedule shall be completed within ten months from the date of award of the contract.

ARTICLE 20 - COMPLIANCE WITH LAWS

All work performed under this contract shall comply with all applicable federal, state, and local laws.

ARTICLE 21 - WORKER'S COMPENSATION

Seller shall provide adequate worker's compensation insurance coverage for all employees engaged in work under this contract.

ARTICLE 22 - PERFORMANCE BOND

A performance bond in the amount of ten percent of the contract price shall be provided by Seller to secure the completion of the work as promised.

ARTICLE 23 - LIEN PROTECTION

Seller shall provide a lien waiver for all materials furnished by Seller or its subcontractors under this order, and from all laborers', materialmen's and mechanics' liens upon the real property upon which the work is located or any other property of University; (2) Promptly notify University in writing, of any such claims, demands, causes of action, or suits brought to its attention. Seller shall forward with such notification copies of all pertinent papers received by Seller with respect to any such claims, demands, causes of action and suits and, at the request of University shall do all things and execute and deliver all appropriate documents and assignments in favor of University of all Seller's rights and claims growing out of such asserted claims as will enable University to protect its interest by litigation or otherwise. The final payment shall not be made until Seller, if required, shall deliver to University a complete release of all liens arising out of this order, or receipts in full in lieu thereof, as University may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien on said property might be recorded; but Seller may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to University to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Seller shall refund to University all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 24 - CLEANING UP

Seller shall at all times keep University premises where the work is performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its subcontractors, and, at the completion of the work; shall remove all rubbish from and about the building and all its and its subcontractors' tools, scaffolding, and surplus materials, and shall leave the work "broom clean" or its equivalent.

ARTICLE 25 - SAFETY, HEALTH AND FIRE PROTECTION

Seller shall take all reasonable precautions in the performance of the work under this order to protect the health and safety of employees and members of the public and to minimize danger from all hazards to life and property, and shall comply with all health, safety, and fire protection regulations and requirements (including reporting requirements) of University. In the event that Seller fails to comply with said regulations or requirements of University, University may, without prejudice to any other legal or contractual rights of University, issue an order stopping the work and holding Seller liable for any damages by reason of or in connection with such work stoppage. The safety of all persons employed by Seller and its subcontractors on University premises, or any other person who enters upon University premises for reasons relating to this order and its equipment to that portion of University's premises where the work under this order is to be performed or to roads leading to and from such work sites, and to any other area which University may permit Seller to use. Seller shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon University premises. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on Owner's premises which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, the Seller, its subcontractors, the University or other persons. To the extent compliance is required, Seller shall comply with all University safety rules and regulations when on University premises.

ARTICLE 17 - INSURANCE

Seller shall provide the University on request a full and complete certificate of insurance with limits of at least ten million dollars for all causes of insurance.

ARTICLE 18 - BIDDER RESPONSIBILITY

All bidders shall be responsible for the work to be performed under this contract. Failure to comply with the terms of this agreement shall result in the bidder being held liable for any damages incurred as a result.

ARTICLE 19 - CONSTRUCTION SCHEDULE

The construction schedule shall be completed within ten months from the date of award of the contract.

ARTICLE 20 - COMPLIANCE WITH LAWS

All work performed under this contract shall comply with all applicable federal, state, and local laws.

ARTICLE 21 - WORKER'S COMPENSATION

Seller shall provide adequate worker's compensation insurance coverage for all employees engaged in work under this contract.

ARTICLE 22 - PERFORMANCE BOND

A performance bond in the amount of ten percent of the contract price shall be provided by Seller to secure the completion of the work as promised.

ARTICLE 23 - LIEN PROTECTION

Seller shall provide a lien waiver for all materials furnished by Seller or its subcontractors under this order, and from all laborers', materialmen's and mechanics' liens upon the real property upon which the work is located or any other property of University; (2) Promptly notify University in writing, of any such claims, demands, causes of action, or suits brought to its attention. Seller shall forward with such notification copies of all pertinent papers received by Seller with respect to any such claims, demands, causes of action and suits and, at the request of University shall do all things and execute and deliver all appropriate documents and assignments in favor of University of all Seller's rights and claims growing out of such asserted claims as will enable University to protect its interest by litigation or otherwise. The final payment shall not be made until Seller, if required, shall deliver to University a complete release of all liens arising out of this order, or receipts in full in lieu thereof, as University may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien on said property might be recorded; but Seller may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to University to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Seller shall refund to University all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 24 - CLEANING UP

Seller shall at all times keep University premises where the work is performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its subcontractors, and, at the completion of the work; shall remove all rubbish from and about the building and all its and its subcontractors' tools, scaffolding, and surplus materials, and shall leave the work "broom clean" or its equivalent.

ARTICLE 25 - SAFETY, HEALTH AND FIRE PROTECTION

Seller shall take all reasonable precautions in the performance of the work under this order to protect the health and safety of employees and members of the public and to minimize danger from all hazards to life and property, and shall comply with all health, safety, and fire protection regulations and requirements (including reporting requirements) of University. In the event that Seller fails to comply with said regulations or requirements of University, University may, without prejudice to any other legal or contractual rights of University, issue an order stopping the work and holding Seller liable for any damages by reason of or in connection with such work stoppage. The safety of all persons employed by Seller and its subcontractors on University premises, or any other person who enters upon University premises for reasons relating to this order and its equipment to that portion of University's premises where the work under this order is to be performed or to roads leading to and from such work sites, and to any other area which University may permit Seller to use. Seller shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon University premises. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on Owner's premises which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, the Seller, its subcontractors, the University or other persons. To the extent compliance is required, Seller shall comply with all University safety rules and regulations when on University premises.
Seller shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Seller, its officers, agents, or employees. Seller, at its sole cost and expense, shall insure its activities in connection with the work under this order and obtain, keep in force, and maintain insurance as follows:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

- Each Occurrence $1,000,000.00
- Products/Completed Operations Aggregate $5,000,000.00
- Personal and Advertising Injury $1,000,000.00
- General Aggregate (Not applicable to the Comprehensive Form) $5,000,000.00

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than $1,000,000 per occurrence.

(REQUIRED ONLY IF SELLER DRIVES ON UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)

C. Professional Liability Insurance with a limit of $1,000,000 per occurrence with an aggregate of not less than $2,000,000. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

D. Workers' Compensation as required by California State law. It is understood that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of Seller. Seller shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

1. Provide for thirty (30)-days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.
2. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under a. and b. This provision shall only apply in proportion to and to the extent of the negligent acts or omissions of Seller, its officers, agents, or employees.
3. Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

ARTICLE 19 - COOPERATION

Seller and its subcontractors, if any, shall cooperate with University and other vendors and contractors on the premises and shall so carry on their work that other cooperating vendors and contractors shall not be hindered, delayed or interfered with in the progress of their work, and so that all of such work shall be a finished and complete job of its kind.

ARTICLE 20 - WAIVER OF DEFAULT

Any failure of University at any time, or from time to time, to enforce or require the strict keeping and performance by Seller of any of the terms or conditions of this order shall not constitute a waiver by University of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of University at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

ARTICLE 21 - TAXES

Seller shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this order, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to materials and supplies furnished or work performed hereunder and shall save University harmless from liability for any such contributions, premiums, and taxes.

ARTICLE 22 - OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

ARTICLE 23 - GOVERNING LAW

The law of the State of California shall control this Appendix and any document to which it is appended.
Appendix F-1 has been provided in a Word format. See the Word document at the RFP website at:

http://www.planetbids.com/portal/portal.cfm?companyid=15331#
RFP No. 3705
Appendix F-2, WCAG 2 Compliance Report

Appendix F-2 has been provided in a Word format. See the Word document at the RFP website at:

http://www.planetbids.com/portal/portal.cfm?companyid=15331#
Below is the spend data for the CSU and UC for total purchases from 2008-2013 from the current system LAR. These figures includes, license, maintenance, shrink wrap, and all other products.

*This data is for information purposes only and not a commitment by the CSU or UC to guarantee or commit to the same volume of purchase for the awarded agreement.*

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>California State University</th>
<th>University of California</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-09</td>
<td>$4.5 m</td>
<td>$10.8 m</td>
</tr>
<tr>
<td>2009-10</td>
<td>$4.6 m</td>
<td>$8.9 m</td>
</tr>
<tr>
<td>2010-11</td>
<td>$6 m</td>
<td>$12.4 m</td>
</tr>
<tr>
<td>2011-12</td>
<td>$5.5 m</td>
<td>$14.2 m</td>
</tr>
<tr>
<td>2012-13</td>
<td>$6.3 m</td>
<td>$10.9 m</td>
</tr>
<tr>
<td>SUB-TOTAL</td>
<td>$26.9 m</td>
<td>$57.2 m</td>
</tr>
<tr>
<td>TOTAL FOR CSU AND UC</td>
<td>$84.1 million</td>
<td></td>
</tr>
</tbody>
</table>
The following provides additional description of the commonalities and differences in operations at each UC location. The following information is provided as a general overview only.

<table>
<thead>
<tr>
<th>Activity or Operation</th>
<th>Current Process/Procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Software Purchase</td>
<td>Each UC location currently utilizes the same software reseller for most purchases of the named SVLA software, and encourages use of the reseller for all other software. Some purchases of software are bundled with new purchases of desktop and notebook computers. Many students purchase software through special student-oriented programs managed at each campus; many also purchase the named SVLA software directly from the on campus Bookstores.</td>
</tr>
<tr>
<td>Individuals at each UC site who are authorized to place orders for new software purchases, upgrades, etc.</td>
<td>Currently, all campuses except UC San Diego (for certain agreements) and UC Los Angeles (for certain agreements) direct departmental staff and faculty to contact the authorized software reseller for purchases of the SVLA software. Several hundred to several thousand individual staff or faculty from each campus may contact the reseller to inquire about a product or place an order on any given day. The individual who is authorized to place orders may or may not be knowledgeable about the products they are ordering.</td>
</tr>
<tr>
<td>Use of eProcurement Systems</td>
<td>Most UC locations have e-procurement systems installed; others do not. E-procurement systems may steer their users to purchase from specific (“enabled”) suppliers. The selected reseller will be expected to integrate with campus e-procurement systems inclusive of providing catalogs for software that is scope for this agreement.</td>
</tr>
<tr>
<td>Customer Account Numbers</td>
<td>Each individual who is authorized to place orders may have a different (unique) billing account and shipping address. Many times, the Reseller’s order contact is NOT the eventual end user of the software. Additionally, the person who is authorized to place orders may do so for a few or up to several hundred end users (i.e., for their entire department or a small working group).</td>
</tr>
<tr>
<td>End Users of the Software</td>
<td>End users, who may not be authorized to purchase, will also contact the Reseller independently to research the correct product for their individual needs.</td>
</tr>
</tbody>
</table>
RFP No. 3705
Appendix I, Mandatory Minimum Requirements and Scope of Work

Appendix I has been provided in a Word format. See the Word document at the RFP website at:
http://www.planetbids.com/portal/portal.cfm?companyid=15331#
Appendix J has been provided in a Word format. See the Word document at the RFP website at:

http://www.planetbids.com/portal/portal.cfm?companyid=15331#