

# California State University, Chico



## REQUEST FOR PROPOSAL FOR IDENTITY & ACCESS MANAGEMENT SYSTEM

Potential bidders are to notify the University at e-mail address [srumiano@csuchico.edu](mailto:srumiano@csuchico.edu) of their interest in participating in this bid opportunity. Bidders must include their address, contact person name, telephone number and e-mail address. This RFP and any associated addenda will be posted on website: <http://www.csuchico.edu/purc/vendor/oppo.shtml>.

### PROPOSAL INFORMATION

**RFP Number:** 2015-01SR  
**Project Name:** Identity & Access Management System  
**Contact:** Sara Rumiano  
**Phone Number:** (530) 898-5270

### KEY DATES

(Refer to Schedule of Events for additional dates)

**Deadline for Submitting Written Questions:** February 20<sup>th</sup>, 2015 – 5:00 p.m. PST  
Submit via e-mail to: [srumiano@csuchico.edu](mailto:srumiano@csuchico.edu)

**➔ Proposal Due Date/Time:\* March 18<sup>th</sup>, 2015 – 4:30 p.m. PST**

Delivery methods and location are indicated in [Schedule of Events](#).

\*Proposals must be submitted sufficiently in advance of the specified proposal closing date and time. California State University, Chico assumes no responsibility for delay in delivery of the proposal to the designated delivery location by the United States Postal Service, by University Mail Services, or by any other means. Fax or e-mail proposals will not be accepted.

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## SCHEDULE OF EVENTS

Event	Date	Time	Location
Post RFP on P&CS Website & Bid Sync	Jan 30 <sup>th</sup> , 2015	5:00 p.m.	The University will post the RFP on the following website: <a href="http://www.csuchico.edu/purc/vendor/opps.shtml">http://www.csuchico.edu/purc/vendor/opps.shtml</a>
<b>Deadline for Final RFP Written Questions/Clarification</b>	<b>Feb 20<sup>th</sup>, 2015</b>	<b>4:30 p.m.</b>	The University will accept written RFP questions and clarifications e-mailed to the following e-mail address: <a href="mailto:srumiano@csuchico.edu">srumiano@csuchico.edu</a>
University Written Responses to Bidder Questions	Mar 6 <sup>th</sup> , 2015	5:00 p.m.	The University will post all questions and responses on the following website: <a href="http://www.csuchico.edu/purc/vendor/opps.shtml">http://www.csuchico.edu/purc/vendor/opps.shtml</a>
<b>Deadline for Receipt of Proposals*</b>	<b>Mar 18<sup>th</sup>, 2015</b>	<b>4:30 p.m.</b>	<p><b>Electronic submissions:</b> Email to <a href="mailto:srumiano@csuchico.edu">srumiano@csuchico.edu</a>.</p> <p><b>Hard copy submissions:</b> California State University, Chico Procurement &amp; Contract Services Attn: Sara Rumiano 400 West 1<sup>st</sup> Street Kendall Hall Room 206 Chico, CA 95929-0244 University Identity and Access Management System RFP Number: 2015-01SR Due Date: Mar 18<sup>th</sup>, 4:30 p.m. PST</p>
Proposal Evaluation Period	Mar 19 <sup>th</sup> – Apr 3 <sup>rd</sup> , 2015		Estimated period for RFP evaluation committee to review and evaluate written proposals.
<b>Bidder Demonstrations/ Presentations</b>	<b>Week of Apr 13<sup>th</sup>, 2015 and Week of Apr 27<sup>th</sup>, 2015</b>		Demonstrations will be on the California State University, Chico campus. Date and time, and exact location to be announced to the top contenders. The number of finalists invited will be at the University's discretion.
Target Date for Notice of Intent to Award	May 5 <sup>th</sup> , 2015		Tentative date for University to announce intent to award.
<b>Target Contract Award Date</b>	<b>May 12<sup>th</sup>, 2015</b>		Tentative date for contract award to the successful bidder. The period between the intent to award date and contract award date will be the contract negotiation period.
<b>Target Implementation Period</b>	<b>May 2015 – June 2016</b>		

NOTE: dates past the deadline for receipt of proposals are tentative and do not require formal addenda to change.

\* Proposals must be submitted sufficiently in advance of the specified proposal closing date and time. California State University, Chico assumes no responsibility for delay in delivery of the proposal to the designated delivery location by the United States Postal Services, by University Mail Services, or by any other means. Email/electronic proposals are encouraged.

### **Bidder Questions**

Any questions, requests for interpretation or requests for information are to be sent to the e-mail address noted above no later than the dates/times listed.

### **Proposal Evaluations and Bidder Demonstrations**

California State University, Chico has the right to accept the best proposal as submitted. The University reserves the right to request the top scoring Proposers to provide a demonstration to exhibit their system and to discuss the proposal and system capabilities with the evaluation committee and user groups. The demonstration team should be prepared to demonstrate how the proposed solution can be used to build identities and accounts using a sample data set (to be provided by the University). The number of bidders invited to the campus will be at the discretion of the University.

### **Intent to Award**

After the intent to award is issued, the University may begin negotiations with the selected bidder to facilitate arrival at a contract most advantageous to the University. The contract must be in substantial accord with the terms and conditions contained in the RFP.

**Absolutely no negotiations, by phone or in person, will be allowed between the Proposers and individual evaluation team members or other University personnel until after the Intent to Award has been issued.**

## **SECTION I – GENERAL REQUIREMENTS**

### **1.1 GENERAL SCOPE OF CONTRACT**

California State University, Chico ("CSU, Chico", "University", or "campus") is soliciting proposals from qualified and responsible vendors to provide an identity and access management (IAM) software system.

### **1.2 CONTRACT TERM**

The contract shall become effective on the date of the last signature on the agreement, with the term extending through the implementation period and written acceptance of the software. The agreement shall continue for a maximum of five years from the beginning of the maintenance period. Any work related to the contract shall not commence until receipt of a fully executed agreement and appropriate insurance documentation (specified in this RFP) is received and approved.

### **1.3 TARGET IMPLEMENTATION DATE**

The target installation period is between May 2015 and June 2016.

### **1.4 SECTION 508 OF REHABILITATION ACT OF 1973**

The proposer warrants that it complies with California and federal disabilities laws and regulations. Proposer 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. Respondent agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Respondent further agrees to indemnify and hold harmless the University and CSU from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.

California Government Code 11135 requires the University to comply with Section 508 of *the Rehabilitation Act of 1973, as amended*, and to apply the accessibility standards published by the U.S. Access Board for electronic and information technology (EIT) products and services that it buys, creates, uses and maintains. EIT is defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101

The CSU procurement and contract process for EIT acquisition is amended to include *the Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194*. Respondents who wish to do business with the University must provide information about their product's conformance to applicable accessibility standards via the Section 508 Evaluation Template also known as the Voluntary Product Accessibility Template (VPAT). **Completion and submission of the VPAT is a requirement for University contracts for products and services where electronic and information technology is involved. Failure to complete and return the VPAT with your proposal shall deem your submittal non-responsive.** For more information, please refer to the following documents:

- [Information to Vendors - CSU Accessibility Requirement -](http://www.calstate.edu/Accessibility/EIT_Procurement/APPENDIX.B.Vendor_Information.doc)  
[http://www.calstate.edu/Accessibility/EIT\\_Procurement/APPENDIX.B.Vendor\\_Information.doc](http://www.calstate.edu/Accessibility/EIT_Procurement/APPENDIX.B.Vendor_Information.doc)
- [CSU Guide to Completing the Voluntary Product Accessibility Template \(VPAT\)](http://www.calstate.edu/Accessibility/EIT_Procurement/VPAT_Guide.html)  
[http://www.calstate.edu/Accessibility/EIT\\_Procurement/VPAT\\_Guide.html](http://www.calstate.edu/Accessibility/EIT_Procurement/VPAT_Guide.html) (HTML)  
[http://www.calstate.edu/Accessibility/EIT\\_Procurement/APPENDIX.C.VPAT\\_GUIDE.doc](http://www.calstate.edu/Accessibility/EIT_Procurement/APPENDIX.C.VPAT_GUIDE.doc) (Word)
- Web-Accessibility Section 508 Manual Evaluation for Web Applications/Services –  
<http://www.calstate.edu/Accessibility/webaccessibility/evaluation/index.shtml>

These and other documents are on the CSU Accessible Technology Initiative Website at:  
<http://www.calstate.edu/Accessibility/>

**1.5 CONTRACT ISSUANCE**

The contract issued against this RFP will be based on the highest total number of points received through the proposal evaluation process. A University Agreement, [Exhibit A](#), will be issued to the successful bidder.

**1.6 CSU GENERAL PROVISIONS FOR INFORMATION TECHNOLOGY ACQUISITIONS**

The company awarded a contract as a result of this RFP will be required to comply with and accept the CSU General Provisions for Information Technology Acquisitions, [Exhibit B](#).

**1.7 INSURANCE REQUIREMENTS**

The company awarded a contract as a result of this RFP and any of their subcontractors (if any) will be required to provide evidence of insurance as described in [Exhibit C](#), Insurance Requirements, including policy endorsements.

**1.8 PAYEE DATA RECORD FORM**

The company awarded a contract as a result of this RFP will be required to complete and return a Payee Data Record form, which is available at website: <http://www.csuchico.edu/fin/forms1/pdf/AP-Payee%20Data%20Record%20Apr%202014%20with%20instructions.pdf> prior to any payments being made against the contract.

**1.9 CONFIDENTIALITY STATEMENT**

The company awarded a contract as a result of this RFP will be required to have each employee that may have access to University systems or databases in performance of the services under the contract, complete and return a Confidentiality Statement, [Exhibit D](#).

**1.10 SMALL BUSINESS, MICRO BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION**

The University supports statewide goals for participation of small, micro, and disabled veteran business enterprises in its contracts. As such, respondents to this RFP are to include documentation if they are a small, micro, or DVBE vendor/contractor and provide data on any small, micro or DVBE suppliers or subcontractors that will be used to satisfy the requirements of the contract and/or their efforts to solicit participation by such companies. Information on State of California Small Business, Micro Business and Disabled Veteran Business regulations is located at <http://www.pd.dgs.ca.gov/smbus/default.htm>. Bidders are to make genuine efforts to utilize small or DVBE subcontractors or suppliers in the performance of this contract, if they are not certified as such themselves.

**1.11 PAYMENT TERMS**

Upon completion of services in a manner satisfactory to the University and receipt of an approved invoice referencing the agreement number, itemization of services and applicable expenses, University agrees to pay Contractor, in arrears, within thirty (30) days, per invoice or on a mutually agreed upon progress payment schedule.

**END OF SECTION I**

## **SECTION II – CURRENT ENVIRONMENT**

### **2.1 HISTORICAL PERSPECTIVE**

California State University Chico is a part of the California State University 23-campus public University system. The campus is located in Chico, California and occupies 119 acres next to downtown Chico. Located in the North Valley of California and nestled in the foothills of the Sierra Nevada Mountains, the residential campus is 75 miles north of Sacramento, CA and 75 miles south of Mount Shasta. One of the oldest campuses in California, the University was founded in 1887 as a normal school and became a State College in 1935.

CSU, Chico is a [comprehensive university](http://www.csuchico.edu) principally serving Northern California, our state, and nation through excellence in instruction, research, creative activity, and public service. The University is committed to assisting students in their search for knowledge and understanding and to preparing them with the attitudes, skills, and habits of lifelong learning in order to assume responsibility in a democratic community and to be useful members of a global society. Please explore our website at <http://www.csuchico.edu>.

### **2.2 CURRENT ENVIRONMENT**

**IAM data sources and integrated systems.** CSU, Chico currently uses the following IAM data sources and integrated systems (all hosted in our University data center unless otherwise noted):

- **PeopleSoft HR/SA/Finance**, application version 9.00, PS tools release 8.53.02 (hosted at Unisys data center)
- **Homegrown central identity management system**, AKA “Registry” (Oracle Version 11.2.0.3.0 tables/objects) (proposed solution will replace this system)
- **Active Directory**, Schema Version 47 on Windows 2008 r2 (includes accounts for all employees and a small subset of students) (this is technically also a downstream system)
- **OpenLDAP**, Version 2.4.33 (includes accounts for all employees and all students) (this is technically also a downstream system)
- **Oracle Internet Directory (OID)**, Version 11g (includes accounts for a subset of employees who use Oracle DBs)
- **CAS** (Central Authentication Service), Version 3.5.2.1
- **Shibboleth**, Version 2.3.2
- **Avatier Password Station** Version 9.0.17210 (used by employees) (proposed solution will replace this system)
- **Homegrown password management** solution (used by students) (proposed solution will replace this system)

**Downstream systems/applications.** The following is a partial list (very limited) of downstream applications and systems that rely on identity and access management data (i.e. accounts/access are provisioned/de-provisioned to these systems) (all hosted in our University data center unless otherwise noted).

- **MS Exchange 2013**, CU7 (employees only; **move to Microsoft Office 365** is planned for June 2015; provisioning is currently manual)
- **Google Apps for Education** (employees/students; provisioning is currently automated)
- **Blackboard Learn**, version April 2014 CU2 (faculty/students/some employees; provisioning is currently automated (except non-faculty employees, which is manual))
- **PeopleSoft (administrative accounts)** (employees only ; provisioning is currently manual)
- **BMC Footprints (ITSM)**, version 11.6.03 (**move to a hosted instance of TeamDynamix** is planned for spring/summer 2015; provisioning is currently manual)
- **ImageNow** (document imaging), version 6.6 (moving to 6.7, planned for February 2015) (provisioning is currently manual)
- **AdAstra** (scheduling software), version 7.5.7.237 (provisioning is currently manual)
- **Oracle databases**, versions 11gR2 – 12c (provisioning is currently manual)
- **SQL Server databases**, versions 2005 – 2014 (provisioning is currently manual)

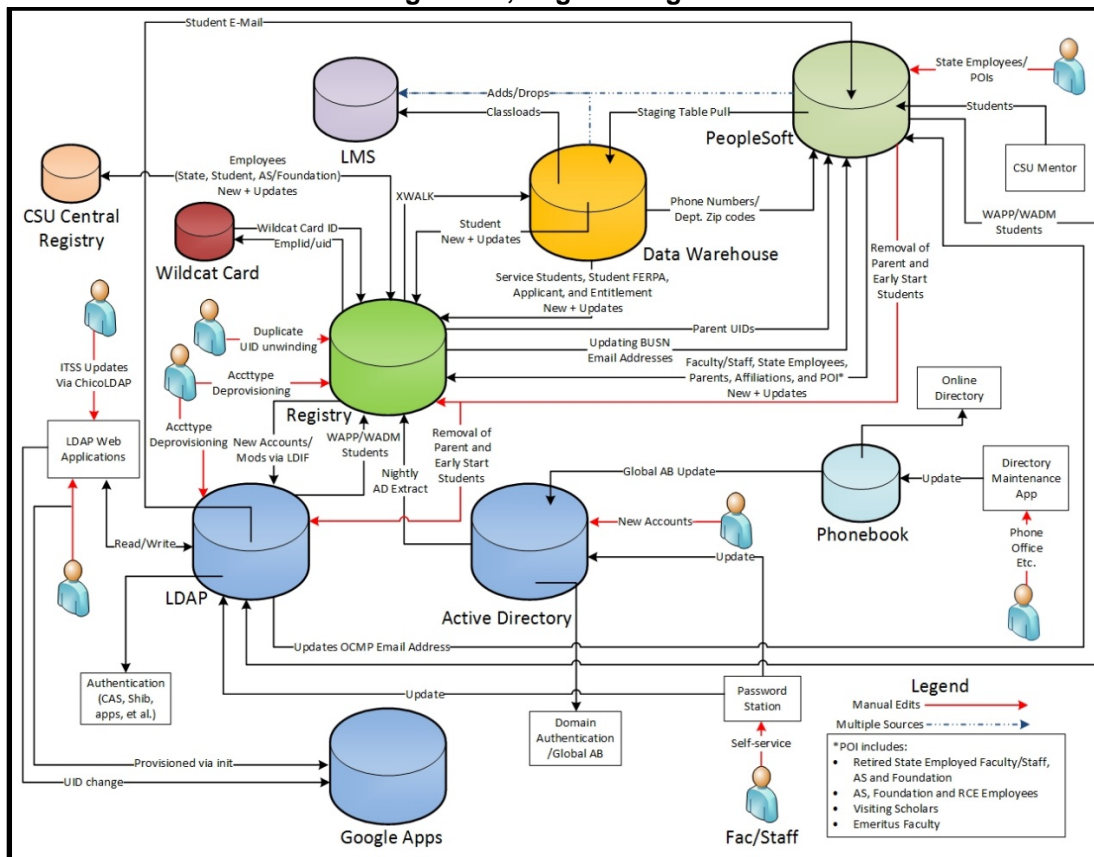
Access to many other downstream systems is currently controlled by attributes within OpenLDAP.

A logical diagram of our current ecosystem is included in [Figure 2.1](#) at the end of this section for context (that diagram should not be considered comprehensive as it does not contain every single data feed or integration; it's simply meant to provide high level context).

The current systems and processes are no longer sufficient to serve the University's needs; many of our current processes are highly manual, and many desired processes don't exist. Some of our current challenges include (in no particular order):

- **Homegrown identity management system functionality (AKA "Registry").** Primarily comprised of Oracle tables/objects, the functionality is very limited (e.g. no functionality for end users or systems owners, access management data is not tracked, etc.).
- **Password management.** Multiple tools are in use; current processes and configurations are inadequate. Manual processes result in inefficiencies and a negative user experience. Routine tasks overwhelm technical support staff.
- **Directory management.** AD and OpenLDAP are in use, but there are inadequate rules/standards for attribute synchronization, account lockouts, group management, etc.
- **Account management.** Account provisioning and de-provisioning processes and affiliations lifecycle management are all inadequate. In the case of employee accounts, management processes are all completely manual.
- **Access management.** Access requests for many systems/services are managed with manual paper-based methods, which causes delays. Determining users' access is difficult and employees' role changes require burdensome manual actions.
- **Governance.** Lack of IAM governance results in inconsistent service offerings, delayed provisioning, misuse of resources, informal life cycle service mapping, and confusion.
- **Security.** Lack of consistency and automation results in access violation, user dissatisfaction, and bad security practices.

Figure 2.1, Logical Diagram



END OF SECTION II



## **SECTION III – SCOPE OF SERVICES**

### **3.1 SCOPE OF SERVICES AND RESPONSE INSTRUCTIONS**

CSU, Chico stores student and employee data in a hosted instance of PeopleSoft which serves all 23 campuses of the CSU system. This system acts as the source of authority for identity information. Based on defined business rules, our current homegrown Registry queries PeopleSoft and creates/updates user account data within Registry, which is then propagated to other campus systems such as AD and OpenLDAP.

CSU, Chico is requesting proposals to implement a new IAM solution to replace the homegrown Registry and the current password management tools, and to improve IAM business processes. Please indicate how your proposed solutions can provide the functionality that is described/requested in the remainder of Section III. Proposals must include **all costs and services** required for hardware, software, implementation services, training, etc. Costs should outline each module/feature at a line-item level so that the University can determine the extent of the modules/features that will fit within budget. If a feature is included in any response in Section III, it should be included in the cost proposal (i.e. there should be no hidden costs).

CSU, Chico intends to implement the proposed solution for use by the entire campus population, including student applicants, students, faculty, staff, alumni, guests, contractors, and volunteers. There are approximately 15,000 student FTE and 2,000 employee FTE at the University. We expect that this will be a multi-phase approach, but expect to be able to accomplish the full implementation by June 30, 2016.

Successful proposals must address the requirements and features that are outlined in the remainder of Section III, with a focus on the following critical business drivers (in ranked order):

1. Replacement of homegrown Registry
2. Replacement of current password management tools
3. Identity lifecycle management (including roles and affiliations)
4. Account provisioning/de-provisioning
5. AD/OpenLDAP data management (including group management)
6. Automation
7. Identity and access governance
8. User self-service
9. Security
10. Reports/Analytics
11. Professional services for implementation assistance

As a parallel effort, CSU, Chico will also be pursuing proposals for a privileged account management (PAM) system. However, the PAM RFP is considered **separate** from this IAM RFP. Respondents who also wish to submit proposals for PAM solutions must review and respond to RFP 2015-02SR at the procurement website at (<http://www.csuchico.edu/purc/vendor/opps.shtml>).

### **3.2 VENDOR PROFILE AND EXPERIENCE**

The University views IAM as a means to support business needs, and not just a collection of technologies. As such, we expect the Proposer to be forward thinking, supportive of business optimization, and understanding of the need for IAM governance and security. Please indicate how your company and solutions can meet CSU, Chico's needs:

#### **a. Executive summary**

1. Describe your company's background/history and years in business.
2. Describe your company's financial standing/stability.
3. Describe your company's organization and staff resources, including number of company employees dedicated to each division of the company (e.g. sales, marketing, R&D, client support, etc.), and geographic locations for primary support and development teams.

#### **b. Experience**

1. How has the proposed solution resolved similar challenges faced by other higher education institutions, and how does it accommodate the nature of higher education users?

2. What are the differentiators that separate your company and/or solutions from others?
3. Summarize your implementation and training approaches.
- c. **Development/focus of solutions.**
  1. Provide a strategic roadmap for the proposed solution.
  2. What are the proposed solution's primary areas of focus (e.g. managing internal/external identities, password management, identity governance, security, etc.)?
  3. How does your solution focus on identity and access governance, and security?
  4. How have your solutions been designed/developed? For instance, were they designed/developed by your company/employees; or are there pieces that have been obtained through acquisitions, developed by third party contractors, licensed from third parties, etc.?
- d. **References.** The Proposer must be able to demonstrate a successful track record of past performance in providing products/services closely related to those specified in this RFP.
  1. Provide five reference accounts which are currently using the proposed system in production environments. At least two references must be higher education accounts (preferably institutions similar to ours, with anywhere between 5,000 and 100,000 users in the IAM system). Explain any differences between the reference implementations and the solutions proposed for CSU, Chico. The references must be willing to review/discuss their experience in the implementation/delivery of the Proposer's systems.
  2. Is the proposed solution installed at other UCs (University of California), CSUs (California State University), or CCCs (California Community College)? If so, which ones?
  3. Please provide a complete list of your higher education client base (not for reference calls).
  4. Please provide information about your non-higher education clients (e.g., number of clients, types of industries, etc.; not for reference calls).
- e. **Professional affiliations.** Describe any noteworthy company affiliations related to IAM. For instance, is the Proposer part of the [InCommon](#) Federation, etc.?

### 3.3 TECHNICAL SPECIFICATIONS

The University has an enterprise data center with a heterogeneous environment of servers (virtualized Windows and RHEL) and databases (Oracle and SQL Server). We are interested in self-hosting the proposed solution in our data center. Please describe:

- a. **Infrastructure/architecture.** Provide a list of all infrastructure requirements, including number and types of servers (including virtualization options), operating systems, databases, storage, etc.
- b. **Test and production instances.** Describe options for implementing a multi-instance environment to include production and non-production instances.
- c. **HADR/BC.** Describe capabilities for backups/restores, and high availability, disaster recovery, and business continuity.
- d. **Application language/framework.** Describe application languages/framework; discuss the extent to which the proposed solution is extensible by University developers.
- e. **Relationships and dependencies.** Describe any relationships between individual components of the proposed solution, and any dependencies or constraints that exist within or outside of the proposed solution (for instance, does it require middleware, appliances, plug-ins, etc.).
- f. **Authentication/authorization.** Describe protocols and methodologies that can be used to authenticate and authorize users for login to, and use of, the proposed solution.
- g. **Patches and maintenance.** Describe the frequency within which software revisions and updates are released for the proposed system, and any specifics related to processes/methodologies for their installation/testing/release.
- h. **User interface.** Describe user interfaces for all portions of the proposed system. Are there any differences in UI delivery to different user bases (e.g. system administrators vs. other users, etc., thick vs. thin client, etc.)? Please discuss any compatibly/incompatibility limitations.

### 3.4 ACCOUNTS, IDENTITIES, AND ACCESS

The University is highly interested in automating the provisioning of accounts/access into several visible downstream systems/applications, and in better managing accurate lifecycles of identities and access. For those downstream systems that cannot be automated, the University is highly interested in an application that supports "one-stop shopping" for access request fulfillment. Please describe:

- a. **Provisioning**



1. **Students, employees, etc.** PeopleSoft HR/SA is our authoritative data source (see Section II). Describe how the proposed system provisions accounts/access (and subsequent data/attribute changes), using PeopleSoft HR/SA as the authoritative data source.
2. **Contractors, volunteers, etc.** Describe how the proposed system provides for account creation/management for users who do not have records in the PeopleSoft HR/SA system (e.g. contractors, volunteers, etc.).
3. **Guest accounts.** Describe how the proposed solution provides for creation/management of guest accounts (such accounts are typically only temporarily active).
4. **Additional data feeds.** Indicate if/how the proposed system would allow for account/data updates based on data sources in addition to the PeopleSoft HR/SA system.
- b. **Scalability.** Please describe any limits to the number of accounts that can be managed, or the number of downstream applications that can be connected; e.g. performance degradation, etc.
- c. **Connectors, integration, and workflow.**
  1. A list of some of our highly visible downstream systems is included in [Section II, Downstream systems/applications](#). Please describe the connectors that are available for those systems, including whether provisioning accounts/access to them can be automated.
  2. In addition to the list above, provide a comprehensive list of other systems for which there are prebuilt connectors (e.g. directories, applications, databases, file shares, etc.).
  3. Are connectors encrypted?
  4. Can we write our own connectors for any systems that do not have pre-built connectors or must we contract with you? If we can write them ourselves, what is the process (high level)?
  5. Please describe any other integration/APIs/workflows that are available
- d. **User self-maintenance of identity information.** Describe how users can update their profile information and if/how a user can request changes on another user's behalf. How do users make name changes (e.g. preferred name, last name, etc.) and corresponding user ID changes? How are change requests validated and/or authorized?
- e. **Profile searches.** Describe how users search for other users' profiles. Are there controls or restrictions over which profiles (or specific portions of a profile) that any given user can see?
- f. **Account/access requests.**
  1. Describe the different options/workflows that are available for account/access requests, including any self-service functionality, and including any types of devices/methodologies that can be used by end users (e.g. mobile options, etc.).
  2. Do all account/access requests/changes require approval, or can some be configured such that approval occurs automatically (with no need for human approval intervention)?
  3. Can multiple approvers can be assigned to a single account/access request?
  4. Can any approvers be granted veto authority (e.g. if a person with veto authority rejects a request then no further action is required)?
  5. Describe options for requests that have non-responsive approvers. For instance, are there email reminders? Can the request be escalated from a non-responder to a different approver?
  6. Can approval authority be temporarily delegated to others (e.g. for approvers who are out of office, etc.)?
  7. Can account/access requests accommodate data validation on disparate databases/systems? For instance, in some cases we may require that a user has attended security training in advance of provisioning an account or providing access. Can the proposed system query data sources (such as a training database) to determine if training has been completed before provisioning accounts/access?
  8. Describe the process for any access management that is done outside of the proposed solution or its workflows. For instance, how does the proposed solution track access in the systems that it does not provision into?
- g. **User IDs.** Describe how the proposed solution assigns user IDs within its own database/source and within other downstream systems.
- h. **Entitlements.** Describe how entitlements are managed within the proposed solution. Please describe any limits to the number or types of entitlements that can be managed.
- i. **Roles, Role Based Access Control (RBAC), and Attribute Based Access Control (ABAC)**
  1. Describe how roles are created and/or managed within the proposed solution, and if/how RBAC and/or ABAC can be performed within the proposed solution
  2. It is common for our users to move in and out of roles very often. For instance, a person can be a student (student), then get a student job on campus (student-employee), then get a different student job on campus (student-employee), then graduate (alumni), then get a full

time job (alumni-employee), then change departments (employee with role change), then teach a class (alumni-employee-faculty), etc. It is very important that accounts and access in downstream systems be added and *especially changed and removed* in an accurate and timely manner. Please describe how the proposed solution accommodates this.

3. Describe if/how the proposed solution or implementation services provide for role mining.
- j. **Account/Access Reviews**
  1. Describe how the proposed solution supports account/access reviews and reconciliation processes
  2. Can reviews be automated to occur on pre-determined intervals and/or in a manual ad-hoc manner?
  3. Describe if/how user access audits can be performed against downstream systems for which the proposed solution does not have a direct connector/integration.
- k. **De-activation and de-provisioning**
  1. Describe how/when users are de-activated and/or de-provisioned from the proposed system and any other downstream systems, including any notification or warnings that occur.
  2. Can de-activation/de-provisioning can be scheduled? How?
  3. Can de-activation/de-provisioning be immediate (e.g. by Information Security staff or help desk staff)? How?
  4. Can the system accommodate multi-phased de-activation/de-provisioning? I.e. could we have an account de-activated for 90 days before automatically de-provisioning it?
  5. Can the system integrate with external SIEM tools (or other monitoring) to automatically de-activate users who demonstrate suspicious activity?
  6. Can users who have been de-activated or de-provisioned perform a self-request to re-activate or re-create their accounts (e.g. students who have been gone for an extended period, etc.)?

### 3.5 SECURITY, AUDITS, REPORTING, AND COMPLIANCE

The University is highly interested in increasing security as it relates to identity and access management. Please describe the following:

- a. **InCommon.** Does the proposed system meet [InCommon bronze or silver](#) identity assurance profile requirements? If so, please describe how.
- b. **Reports.** Provide a list of the reports that are available out of the box (including descriptions of each report's purpose). Please describe any warehousing methodologies/integration that may be required or may be available. Indicate whether third-party, or extra-cost reporting tools are required or recommended (e.g. Crystal Reports, etc.).
- c. **ITSM integration.** Describe any integration/API features with/to ITSM systems.
- d. **SIEM Integration.** Describe any integration or APIs with SIEM tools and other monitoring systems (including a comprehensive list of pre-built connectors).
- e. **PAM Integration.** Provide a list of privileged access management systems with which the proposed solution has prewritten connectors/integration. If the proposed solution does not have prewritten connectors with any PAM solutions, please describe how integration would be done.
- f. **Risk profiles.** Describe if/how the proposed solution helps to identify/manage users with high risk profiles.
- g. **Level of assurance.** Describe if/how the proposed system can help to manage/track users' [level of assurance](#) as defined by NIST (the University plans to ultimately restrict access to data/applications based on users' level of assurance).
- h. **Confidentiality statements.** Describe if/how the proposed system can be used to manage users' confidentiality statements (The University currently has several sensitive systems that require users to sign confidentiality statements before access will be granted).
- i. **Security.** Describe how the proposed system ensures any IAM security not discussed above, including any auditing and compliance capabilities.
- j. **Dual factor authentication.** Does the proposed solution support dual factor authentication? If so, please describe.
- k. **Section 508 Standards.** Does the Proposer have a VPAT (Voluntary Product Accessibility Template) for the product? If so, does the product fully meets Section 508 standards?
- l. **FERPA** (Family Educational Rights and Privacy Act of 1974). Is the proposed solution compliant with FERPA? CSU, Chico's FERPA guidelines can be found at <http://www.csuchico.edu/registrar/ferpa/index.shtml>

- m. **HIPAA** (Health Insurance Portability and Accountability Act of 1996). Is the proposed solution compliant with HIPAA? The CSU system guidelines can be found at <http://www.calstate.edu/hradm/hipaa/>

### 3.6 PASSWORD MANAGEMENT

Password management is a particular pain point. The University is highly interested in gaining efficiencies for help desk staff and in providing a better user experience for students and employees who perform password management self-service. Please describe the following:

- a. **Password management.**
  1. Describe any and all tools and communications media that can be used to reset passwords (including notifications for upcoming expiration warnings). Are notifications customizable to campus templates (e.g. in the case of email, HTML, etc.)?
  2. Describe how passwords are propagated to multiple downstream systems
  3. Does the proposed solution provide for temporary/one-time passwords?
  4. Describe if/how the proposed solution intercepts password changes that are made outside of the proposed solution (e.g. on a user's desktop), and how those password changes are propagate back to the proposed solution and to any downstream systems.
  5. How do you resolve differences in downstream systems' password policies?
  6. Describe the level of control over configurations that we would have (such as number of bad attempts allowed, password complexity, lockout timeframes for excessive reset attempts, etc.).
  7. Does the proposed system allow for different aging periods based on users' roles or on the access that they have to specific downstream systems? If so, does the system age based on the most restrictive rule (e.g. if a user has access to a sensitive downstream system that requires a password change every 90 days, can we enforce password changes within the proposed system based on that downstream systems' logical rules)?
- b. **Lost/forgotten passwords.** Describe how users who have lost or forgotten their passwords can reset it themselves. How are these users authenticated/authorized (since they will not be able to authenticate with an unforgotten password)?
- c. **Security questions.** Describe the way that security questions are used in regard to password management. Are there limits to the types and number of security questions that we can use?
- d. **Support staff usage.** Describe any interfaces that help desk support staff would use in assisting users with password resets. How will your solution save the support team time and effort?

### 3.7 DIRECTORY AND GROUP MANAGEMENT

The University is highly interested in better governing, leveraging, and synchronizing directories and their groups. Please describe AD/OpenLDAP directory and group management functions that are available within the proposed solution:

- a. **Schemas.** Does the proposed solution support [eduPerson](#) and [calStateEduperson](#) schemas? The [calStateEduperson](#) schema is simply an extension of the [eduPerson](#) schema (available upon request if necessary).
- b. **Object/attribute management.** Describe if/how the proposed solution provides for creation/management of objects and attributes in AD/OpenLDAP directories.
- c. **Groups.** Describe if/how the proposed solution provides for group management in AD/OpenLDAP directories:
  1. Does the system support for roles/groups based on employment classification, Department IDs, course enrollments, and other definable queries?
  2. Describe how a user would request access to a group, in an environment where there may be a very large number of groups (e.g. thousands) to choose from.
  3. What do users do if they need access to a resource that is controlled by a directory group, but they don't know the name of the group (or they don't even know that access is controlled by a group at all since that fact may be obscured from the common end user requestor).
  4. How do auditors, managers, and service owners use the proposed solution to determine the access that is available to a user who is in a group (or a group of groups)?
  5. Do we have the ability to develop additional directory synchronization on our own?
- d. **Scalability.** Please describe any limits to the number/types of groups that can be managed, e.g. performance degradation, physical limits, etc.

### 3.8 STAFFING AND SUPPORT

The University's IAM system administration/development team is lean. Current IAM processes are burdensome on them and on the help desk staff that supports end users. Please describe the following implementation and ongoing staffing/support requirements, with particular attention paid to how the proposed system will help us to gain efficiencies and save time:

- a. **University implementation staffing.** Provide a list of University personnel that will be required during the implementation. This should include specific skillsets and amount of time required (e.g. as a percentage of each employee's work week) for the duration of the implementation. Respondents must recognize that the University has limited technical staff available for implementation, and this should be reflected in University implementation staffing requirements and in the level of professional services that are included by Respondent for implementation.
- b. **University ongoing staffing.** Provide requirements for University resources/skillsets for ongoing system administration and support, including any certification levels for technical personnel.
- c. **Proposer's implementation staffing.** Provide a list of Proposer's personnel resources that will be assigned to the implementation. This should include specific roles and amount of time dedicated to the proposed implementation/project for its duration.
- d. **Proposer's ongoing support.** Describe the types/levels of technical support that will be provided to the University after the proposed system is released into production.
  1. Indicate the primary location of the service organization directly responsible for maintaining the proposed system and the service territory covered.
  2. Indicate the total number of service representatives operating from the primary location that are trained on the proposed system and who will be responding to the University's service calls.

### 3.9 PROFESSIONAL SERVICES

Proposers should understand that CSU, Chico has limited human resources for implementation. Successful proposal must include quote(s) for professional services. If the Proposer does not provide implementation/professional services, they must provide an attached quote from a preferred implementation/service partner. At minimum, professional services must include implementation of the following:

- a. (Mandatory, Phase I) Assist University system administration staff with installation and configuration of baseline software.
- b. (Mandatory, Phase I) Automation of provisioning/de-activating/de-provisioning of student accounts and access into proposed solution, OpenLDAP, AD, and Google Apps for Education. Students are not currently provisioned into AD and should take into consideration time required to design new rules and configurations (e.g. password policies, lockouts, etc.).
- c. (Mandatory, Phase I) Automation of provisioning/de-activating/de-provisioning of employee and POI (person of interest) accounts and access into the proposed solution, OpenLDAP, AD, and Exchange.
- d. (Mandatory, Phase I) Implementation of password management functionality including replacement of existing password issuance/resets/recovery, password complexity, password aging (including support for at least three password aging policies), and help desk interfaces.
- e. (Mandatory, Phase I) Implementation of affiliation life cycle management for up to twelve different populations and access management for those populations into up to five downstream applications.
  1. Exact list of populations to be identified during implementation planning/design, but a representative list would include those such as: student applicant; current student; past student; service student; state employee; non-state employee; faculty; faculty emeritus; retired faculty; retired state employee; retired non-state employee; visiting scholar; contractor; volunteer; parent; and guest. University will provide SQL that identifies populations from data source systems of record (e.g. PeopleSoft HR/SA).
  2. Exact list of downstream applications to be identified during implementation planning/design, but a representative list would include those such as: AD; OpenLDAP; Exchange; Google Apps for Education; Blackboard LMS.
- f. (Mandatory, Phase I) Configurations for attribute/group management in AD/OpenLDAP.
- g. (Mandatory, Phase I) Training for system administrators and help desk staff.
- h. (Optional, Phase I) Role mining (if available).
- i. (Optional, Phase I) Configuration to meet InCommon assurance standards.
- j. (Optional, Phase II+) Implementation of entitlements catalog (if available).

- k. (Optional/Phase II+) Implementation of role-based access (as necessary, in addition to or on top of item #4 above) (if available).
- l. (Optional, Phase II+) Implementation of shopping cart for end-user access requests and provisioning into downstream system. Please indicate price per downstream system (University may choose multiple depending on cost per system). A representative list of current downstream applications can be found in [Section II, Downstream systems/applications](#), but other applications may be selected at University discretion.
- m. (Optional, Phase II+) Implementation of access review and certification processes in downstream systems. Please indicate price per downstream system (University may choose multiple depending on cost per system). Primary system of interest is PeopleSoft (for administrative user accounts), followed by a representative list of current downstream applications can be found in [Section II, Downstream systems/applications](#), but other applications may be selected at University discretion.
- n. (Optional, Phase II+) Integration with ITSM (TeamDynamix).
- o. (Optional, Phase II+) Integration with SIEM (Splunk).
- p. (Optional, Phase II+) Configuration of risk profiling.
- q. (Optional, Phase II+) Configuration/management of users' level of assurance (LoA)
- r. (Optional, Phase II+) Integration with privileged access management (PAM) solution
- s. Please indicate costs for any other professional services that you deem valuable or necessary in order to meet University objectives (as outlined in Section III).

**END OF SECTION III**

## **SECTION IV – IMPLEMENTATION & TRAINING**

The Respondent shall provide a proposed implementation and training plan describing their approach, and a realistic example timeline for a phased and smooth transition to implementation. The proposed plan shall clearly demonstrate that the Respondent has the ability to implement the services as outlined in the [Schedule of Events](#). CSU, Chico will work with the selected Responder to create a detailed implementation plan and timeframe based on the vendor response to this RFP.

### **4.1 IMPLEMENTATION SCOPE**

Please provide a proposed implementation plan that includes (at minimum) a realistic example project schedule/timeline including estimated start and end dates, milestones, and an accompanying written explanation for project implementation. Implementation must consider [Professional Services](#) as requested in Section III in addition to any other professional services that Proposer deems critical/necessary for implementation. Describe the following:

- a. **Hardware, Software & Network.** High level hardware, software, and network installation and configuration steps necessary to support the proposed Scope of Services and delivery schedule.
- b. **Configurations.** Installation/configuration of any portions of the proposed solution including connectors, automation, workflow, and integrations.
- c. **Training** of personnel and established staff.
  - Provide onsite training for new skills required by CSU, Chico personnel, including:
    - IT systems staff
    - IT administrators
  - Provide training materials provided for items above.
  - Recommend training logistics including classroom size and required network, hardware and software facilities, program, and training timetable.
- d. **Assumptions & Requirements** regarding the University's staff participation and any costs or specifications for necessary services, hardware or software to be provided by University and not covered by the Respondent's Proposal.
- e. **Contingency Plan.** Describe how problems will be handled. The plan should include: back-up equipment, services personnel, escalation protocols, and response and resolution times (if different than baseline support services).
- f. **Go-Live.** Describe the procedures to move into production operation.
- g. **License Agreements.** Provide copies of proposed license agreements.

### **4.2 PROPOSED SCHEDULE**

Respondents are encouraged to provide proposed plans for the base implementation that can be completed within approximately twelve months. It must include a decision-making protocol for key milestones. However, determination of the actual project plan and schedule will be made in conjunction with University's Project Implementation Team.

### **4.3 ACCEPTANCE TESTING**

Acceptance testing is intended to ensure that the Software and Hardware operates in substantial accord with Respondent's technical specifications, is adequate to perform as warranted by Respondent's response to the requirements of University's RFP document, and evidences a satisfactory level of performance reliability prior to its acceptance by University.

Respondent shall certify in writing to University when Software and Hardware are installed, configured, and ready for use *in production*, at which time operational control becomes the responsibility of University. Acceptance testing must commence on the first University workday following certification, and must end when the Software and Hardware have met an acceptable standard of performance for a period not to exceed 60 business days.

In the event the Software or Hardware does not meet the standard of performance during the initial 60 business days, the acceptance tests must continue on a day-to-day basis until the standards of performance are met for 30 consecutive business days.

If the Software or Hardware does not meet the standards of performance within 75 consecutive business days after the start of the acceptance testing, University will have the option to request



replacement Software or Hardware, extend the performance period, or terminate the order (or portions thereof) and seek relief as provided the Rights and Remedies of University for Default provision in this contract. University's option must remain in effect until such time as the Software, Hardware, or Hosted Site meets the performance criteria, or 75 consecutive business days after the start of the acceptance testing, whichever occurs first. If the Software, Hardware, or Hosted Site has not met the standards of performance by 120 business days after installation, the contract may be canceled or the defective equipment deleted from the contract.

**END OF SECTION IV**

## **SECTION V – BIDDING REQUIREMENTS & PROPOSAL SUBMITTAL INSTRUCTIONS**

### **5.1 QUESTIONS REGARDING THE RFP**

All questions or requests for interpretations or clarifications must be submitted in writing to the following e-mail address no later than the date/time specified on the [RFP cover sheet](#) and RFP [Schedule of Events](#): [srumiano@csuchico.edu](mailto:srumiano@csuchico.edu). Only questions submitted to the noted e-mail address will be answered. The University's Procurement & Contract Services department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP, and is the only office authorized to change, modify, or clarify specifications, terms, and conditions of this RFP and any contract awarded as a result of this RFP.

### **5.2 ERRORS AND OMISSIONS**

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP or any of its exhibits, he/she shall immediately notify, by submittal of an e-mail to the address listed on the [RFP cover sheet](#) and RFP [Schedule of Events](#), of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarifications shall be given by written notice to all parties who have been furnished an RFP for bidding purposes.

If a proposer fails to provide notification to the e-mail address listed in Section 5.1, prior to the date fixed for submission of questions, of an error in the RFP known to him/her, or an error that reasonably should have been known to him/her, he/she shall respond at his/her own risk; and if awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **5.3 ADDENDA**

The University may modify the RFP, any of the submittal dates, or any of its attachments, prior to the date fixed for submission of proposals by issuance of an addendum to all parties receiving the RFP for bidding purposes. Addenda will be numbered consecutively.

### **5.4 ALTERNATIVE PROPOSALS – **ONLY ONE PROPOSAL PER BIDDER****

Only one proposal is to be submitted by each proposer. Multiple proposals will result in rejection of all proposals submitted by proposer. In addition, joint proposals (two different firms submitting one singular proposal) will not be accepted as the University intends to contract with one firm to fulfill the requirements of the contract.

### **5.5 REJECTION OF PROPOSALS**

The University may reject any or all proposals and may waive any immaterial deviations in a proposal. The University's waiver of any immaterial deviation shall in no way modify the RFP documents or excuse the proposer from full compliance with the RFP specifications if he/she is awarded the contract. Proposals referring to (or including) terms and conditions other than the University's terms and conditions may be rejected as being non-responsive.

Oral communications of CSU officers and employees concerning this RFP shall not be binding on the CSU and shall in no way excuse the contractor of his/her obligations as set forth in this RFP.

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

## 5.6 ERRORS IN THE PROPOSAL

If errors are found in a proposal, the University may reject the proposal. However, University may, at its sole option, correct arithmetic or transportation errors or both on the basis that the lowest level of detail will prevail in any discrepancy. 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 its 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 the proposal as so interpreted or to withdraw the 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, the cost will not be changed. Instead, the stated cost will be used to re-compute any extensions and summary, if necessary. If it is a major item, the proposer will be notified and given the option to abide by the proposal as re-extended or to withdraw its proposal.

## 5.7 RFP CANCELLATION

This solicitation does not obligate the University to enter into an agreement. The University retains the right to withdraw this RFP at any time should the project be canceled or it is deemed in the best interest of the University. No obligation either expressed or implied, exists on the part of the University to make an award to pay any cost incurred in the preparation or submission of a proposal.

## 5.8 MATERIALS MARKED PROPRIETARY OR CONFIDENTIAL

Proposers should note that marking proposal documents as "*Confidential*" or "*Proprietary*" will not exclude the document from being released as part of a public record after notice of intent to award. Proposers believing their materials to be proprietary or confidential must provide a listing, by proposal page number and paragraph, of all information identified as confidential and a justification supporting the need for such information to be kept confidential. The University will make the determination whether such materials can be released as a public record or not.

**Please be advised that a blanket confidentiality or proprietary legend identifying the entire proposal as confidential or proprietary, or proposals that have had every page identified as confidential or proprietary, may cause the proposal to be rejected.**

## 5.9 AWARD OF CONTRACT

The University reserves the right to reject any and all proposals. Award, if any, will be made to the bidder whose proposal is responsive to all RFP requirements and receives the highest number of points. Evaluation methodology and basis for award are described in Section V.

## 5.10 PROTESTS

Proposers may file a protest if they feel they have valid reason to protest the intended award of a contract. Such filing must be within five (5) working days after notification of the University's intent to award which will be posted on the website identified on the cover page of this RFP and/or e-mailed to participating vendors. The protesting Proposer must submit a full and complete written statement to the University's Director of Procurement & Contract Services detailing the facts in support of the protest. The University shall provide a decision in a timely manner. Such decision will be in writing and sent by certified or registered mail to the protesting Proposer. The decision by the University is final.

## 5.11 CONTRACT DOCUMENTS

Contract documents will consist of the University Agreement document. In the event of a conflict between documents, the following order of precedence shall apply:

- a. University Agreement ([Exhibit A](#)), including the CSU General Provisions for Information Technology Acquisitions ([Exhibit B](#)).
- b. CSU, Chico Request for Proposal 2015-01SR.
- c. Contractor's Proposal

#### **5.12 CONTRACT EXECUTION**

The selected proposer and the University shall commit to execution of an agreement, in substantial accordance with the terms and conditions herein, including the Agreement ([Exhibit A](#)) and the CSU General Provisions for Information Technology Acquisitions ([Exhibit B](#)). Should the parties be unable to reach final agreement within a reasonable amount of time as determined by the University, the University reserves the right to terminate negotiations and proceed with secondary and tertiary finalists.

#### **5.13 PROPOSALS PROPERTY OF UNIVERSITY**

Proposals become the property of the University and information contained therein shall become public documents subject to disclosure laws.

#### **5.14 DISPOSITION OF PROPOSALS**

All materials, ideas, and formats submitted in response to this RFP will become the property of the University on receipt and may be returned only at the University's option and at the proposer's expense. One copy shall be retained for official files.

#### **5.15 NON-ENDORSEMENT**

If a proposal is accepted, the proposer shall not issue any news or other statements pertaining to the award or servicing of the agreement which state or imply University endorsement of proposer's services.

#### **5.16 GENERAL PROPOSAL SUBMITTAL INSTRUCTIONS**

To be considered responsive to this RFP, proposers must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The University reserves the right to request additional information and/or demonstrations which, in the University's opinion, is necessary to assure that the proposer has the resources and the abilities to adequately perform the work of the contract. It is presumed the quality assurance standards employed in the preparation and delivery of the proposal is reflective of the proposer's overall quality assurance standards to be used in the performance of the contract. Emphasis should be on completeness and clarity of content.



#### **5.17 NUMBER OF PROPOSAL COPIES (6 hardcopies)**

If the proposal is submitted via hard copy, the Proposer is to provide a minimum of **six (6) complete hardcopy proposals**.



#### **5.18 SUBMISSION OF PROPOSALS**

5.18.1 Electronic proposals are encouraged, by email submission to the email address posted in the [Schedule of Events](#) section of this document. Proposers who wish to submit hard copies must follow instructions in section 5.18.2. Proposers who submit electronically do not need to additionally submit hard copies.

5.18.2 For proposers who chose to submit hard copies, the proposal packaging (envelope) is to be submitted to the delivery location posted in the [Schedule of Events](#) section of this document.

5.18.3 Proposals must be received no later than the date/time specified on the [RFP cover sheet](#).

5.18.4 Proposals must be submitted to the delivery location specified on the RFP cover sheet.

5.18.5 Facsimile (fax) proposals will **NOT** be accepted.



#### **5.19 PROPOSAL FORMAT AND CONTENT**

Proposals must be organized logically with distinctive sections that correspond with the following content requirements. Electronic submission is encouraged; but if Respondent chooses to submit hard copies, they must be organized into binders. Each distinctive section is to be titled and

material related to that category contained therein. Proposals must be capable of being understood without reference to other documents and provide, at a minimum, the following sections presented in the order described below:

- SECTION A - Proposal Certification ([Proposal Form 1](#))**  
**An unsigned Proposal Certification will be cause for the proposal to be rejected.**
- SECTION B - Responses to Scope of Services Questions ([Section III](#))**  
Provide responses to all questions contained in Section III. Responses need to be clear and concise to provide the evaluation team enough information to determine compliance with the specification.
- SECTION C - Cost Proposal ([Proposal Form 2](#))**
- SECTION D - Administrative Documents**
- **Confidentiality and Use of Data Certification ([Exhibit D](#))**
  - **Small Business Preference Request form ([Proposal Form 3](#)):** please check one of the boxes on the form and return with your proposal.

**END OF SECTION V**

## **SECTION VI – EVALUATION CRITERIA AND AWARD OF CONTRACT**

### **6.1 EVALUATION TEAM**

Proposals will be evaluated by an evaluation team comprised of representatives from various CSU, Chico departments, including but not limited to Information Resources, Business & Finance, and Procurement & Contract Services.

### **6.2 EVALUATION PROCESS**

All proposals will be reviewed and evaluated on the following:

**Phase One Evaluation:** Compliance with submittal requirements including, but not limited to:

- Bid proposal submittal date/time
- Minimum content and format

If a proposal fails to meet the above criteria, it will be eliminated from further consideration.

**Phase Two Evaluation:** Proposals will be evaluated for overall quality, clarity and concise presentation. It will be presumed that the quality assurance standards employed in the preparation and delivery of the proposal is reflective of the vendor's overall quality assurance standards to be used in performance of the contract.

Proposals will be reviewed, evaluated, and points assigned based on the following criteria:

<b>Section</b>	<b>Description</b>	<b>Points</b>
3.2	Vendor Profile and Experience	100
3.3	Technical Specifications	50
3.4	Accounts, Identities, and Access	100
3.5	Security, Audits, Reporting, and Compliance	100
3.6	Password Management	100
3.7	Directory and Group Management	50
3.8	Staffing and Support	50
3.9	Professional Services	100
4.1	Implementation Scope	100
Proposal Form 2	Cost Proposal	150
<b>Sub Total</b>		<b>900</b>

**Phase Three Evaluation:** Presentation/Demonstration, **400 Points**

After initial scoring, the University will invite the companies receiving the highest points to provide a demonstration of their proposed system and answer questions regarding their submittal. The number of companies invited to make a presentation will be at the discretion of the University. The University may also invite campus users to provide input on the functionality, ease-of-use of the proposed software, etc. Further reference checks may be made, and financial documentation may be requested and evaluated to determine financial responsibility of bidders.

**TOTAL AVAILABLE POINTS (for all three phases): 1300 POINTS**

### **6.3 APPLICATION OF PREFERENCES**

- **Small Business Preference**

If bidder is a certified Small or Micro Business in the State of California and appropriate documentation is provided to substantiate the certification, a 5% preference will be applied. In accordance with Title II, Article 2, Paragraph 1896.8, the preference points will be determined by calculating 5% of the highest points received by a non-small/micro business and adding resultant points to all California-certified small/micro business evaluations.

Bidders requesting a small business preference are to complete and return the attached "Small Business Preference Request".

The web site for Small Business Certification is: <http://www.pd.dgs.ca.gov/smbus/default.htm>



- **Target Area Contract Preference Act (TACPA)** – not applicable for this RFP; award will be made to the proposer receiving the highest number of points, not on the basis of lowest responsible and responsive bidder meeting specifications.

**6.4 AWARD OF CONTRACT**

Award of a University Agreement will be made to the responsive and responsible bidder receiving the highest number of points based on the evaluation criteria.

**END OF SECTION VI**

**EXHIBIT A – UNIVERSITY AGREEMENT – SAMPLE**

**SAMPLE**

**AGREEMENT**

AGREEMENT NUMBER	AM. NO.
CONTRACTOR IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into \_\_\_\_\_, 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 the University and

CONTRACTOR'S NAME  
**XX**, 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:

Contractor shall provide, install, train, and support identity and access management systems for California State University, Chico. Such shall be provided in accordance with the following documents, which by reference are incorporated herein and made part of this Agreement:

- Rider A CSU General Provisions for Information Technology Acquisitions & supplement, consisting of twelve (12) pages
- Rider B CSU, Chico's RFP 2015-01SR
- Rider C Contractor's Response to 2015-01SR

TERM: The effective date of this Agreement shall commence upon the date of the last signature on the Agreement and receipt & University approval of Contractor's evidence of insurance. The Agreement term shall extend five (5) years from the date of written acceptance of software. The University shall have the option to extend the contract for one or two additional years.

PROJECT MANAGER: Services shall be performed under the direction of and to the satisfaction of

The total amount of this Agreement for the five-year initial term shall not exceed the sum of xxxxxxxxxxxxxxxxxxxx (\$xx,xxx.xx), including all associated costs such as, but not limited to, taxes.

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

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY		CONTRACTOR	
<b>CALIFORNIA STATE UNIVERSITY, CHICO</b>			
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Sara Rumiano Director of Procurement & Contract Services (530) 898-5270		PRINTED NAME AND TITLE OF PERSON SIGNING	
Procurement & Contract Services 400 West 1st Street Chico, CA 95929-0244		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	REQUIRED CHARTFIELD DISTRIBUTION Account Fund Dept ID Program		
TOTAL AMOUNT ENCUMBERED TO DATE \$	OPTIONAL CHARTFIELD DISTRIBUTION Class Proj/Grt		

**EXHIBIT B – CSU GENERAL PROVISIONS for  
INFORMATION TECHNOLOGY ACQUISITIONS**

1. Commencement of Work	3
2. Contract Alternations & Integration	3
3. Severability	3
4. Independent Status	3
5. Governing Law	3
6. Contractor's Power and Authority	3
7. Assignments	3
8. Personnel	3
9. Waiver of Rights	3
10. Time	3
11. Entire Contract	3
12. Appropriation of Funds	3
13. Cancellation	3
14. Termination for Default	3
15. Rights and Remedies of CSU for Default...	4
16. Warranty	4
17. Safety and Accident Prevention	4
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### **1. Commencement of Work**

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

### **2. Contract Alterations & Integration**

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

### **3. Severability**

Contractor and 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 its presumed non-applicability. Should the illegal or unenforceable provision be a material or essential term of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

### **4. Independent Status**

Contractor and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSU or the State of California. While Contractor may be required by this Contract to carry Worker's Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers' compensation benefits from the CSU.

### **5. 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.

### **6. Contractor's Power and Authority**

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

### **7. Assignments**

Contractor shall not assign this Contract, either in whole or in part, without CSU's written consent, which will not be unreasonably withheld.

### **8. Personnel**

Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor CSU's requests regarding Contractor's assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.

### **9. Waiver of Rights**

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

### **10. Time**

Time is of the essence in the performance of this Contract.

### **11. 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 each party.

### **12. Appropriation of Funds**

- (a) If the term of this 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 and not yet paid for by CSU, terminate any future services and commodities to be 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 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.

### **13. Cancellation**

CSU has the right to cancel this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.

### **14. Termination for Default**

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.

### **15. Rights and Remedies of CSU for Default**

- (a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to

immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.

- (b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.
- (c) In the event the CSU terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items that Contractor agreed to supply.
- (d) CSU's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

#### 16. Warranty

- (a) Contractor warrants that (i) Deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from defects in materials and workmanship. Where the parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the Deliverables shall provide all functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants such Software shall perform in accordance with its license and accompanying Documentation. CSU's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.
- (b) Contractor warrants that at the time of delivery, deliverables (i) shall be free of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software); and (ii) shall not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if CSU believes harmful code may be present in any Commercial Software delivered, Contractor shall, upon CSU's request, provide a master copy of the Software for comparison and correction.
- (c) Unless otherwise specified in the Statement of Work: (i). Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor shall pass through any such warranties to CSU and shall cooperate in enforcing them. Such warranty pass-through shall be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.
- (d) All warranties, including special warranties specified elsewhere herein, shall inure to CSU, its successors, assigns, customer agencies, and other governmental users of the Deliverables or services.

#### 17. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Contractor shall take all additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

#### 18. Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the CSU.

##### (1) Policies and Coverage.

- (a) The Contractor shall obtain and maintain the following policies and coverage:
    - i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.
    - ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.
    - iii) Worker's Compensation including Employers Liability Insurance as required by law.
  - (b) The Contractor also may be required to obtain and maintain the following policies and coverage:
    - i) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.
    - ii) Other Insurance by agreement between the Trustees and the Contractor.
- (2) Verification of Coverage. The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete pursuant to Article 8.01, Acceptance. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.
- (3) Insurance Provisions. Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in Article 4.07. The insurance policies shall contain, or be endorsed to contain, the following provisions.
- (a) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.
  - (b) For any claims related to the Work, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
  - (c) Each insurance policy required by this Article shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the Trustees.
- (4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance. Amount of Insurance.
- (a) For all projects, the insurance furnished by Contractor under this Article shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:
    - i) Comprehensive or Commercial Form General Liability Insurance Limits of Liability

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.

ii) Business Automobile Liability Insurance-Limits of Liability  
\$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.

iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

(b) For projects involving hazardous materials, the Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

i) Environmental Impairment (pollution) Liability Insurance-Limits of Liability

\$10,000,000 General Aggregate

\$ 5,000,000 Each Occurrence-- combined single limit for bodily injury and property damage, including cleanup costs.

ii) In addition to the coverage described in 4.06-d (1) (b), Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:

(1) MCS-90 endorsement

(2) Sudden & Accidental Pollution endorsement--Limits of Liability\*

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

\*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance. With the Trustees' approval, the Contractor may delegate the responsibility to provide this additional coverage, as described in this Article 4.06-d (2) (b) above, to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all of the requirements in Article 4.06-b: Verification of Coverage and 4.06-c: Insurance Provisions. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

(5) Acceptability of Insurers. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the University.

(6) Subcontractor's Insurance. Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Article, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials as required in Article 4.06-d, Amounts of Insurance, subdivision (2).

(7) Miscellaneous.

(a) Any deductible under any policy of insurance required in this Article shall be Contractor's liability.

(b) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Contract.

(c) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.

(d) If the Trustees are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.

(e) The Contractor's obligations to obtain and maintain all required insurance are nondelegable duties under this Contract.

(f) The Contractor's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract

## 19. General Indemnity

Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective 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 related to, arising out of or resulting from Contractor's performance of this Contract.

## 20. Invoices

Invoices shall be submitted, in arrears, to the address provided in the Contract. Each invoice must contain the Contract number and Contractor's Identification number. Final invoice shall be marked as such. Contractor shall submit invoices to CSU for payment of goods and services rendered. Unless otherwise specified, CSU shall pay properly submitted invoices not more than 45 days after (i) CSU's acceptance of goods; (ii) the performance completion date of services; or (iii) 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 of this Contract, including travel and per diem, unless otherwise expressly so provided.

## 21. Packing and Shipment

(a) All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:

(1) show the number of the container and the total number of containers in the shipment; and

(2) the number of the container in which the packing sheet has been enclosed.

22. All shipments by Contractor or its subcontractors must include packing sheets identifying: the CSU's contract number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets. **Delivery**

Contractor shall strictly adhere to the delivery and completion schedules specified in this contract. Time, if stated as a number of days shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the CSU shall not be required to make any payment for the excess deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the CSU at law or in equity.

## 23. Substitutions



Substitution of Deliverables may not be tendered without advance written consent of the CSU. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the CSU.

#### **24. Inspection, Acceptance and Rejection**

Unless otherwise specified in the Statement of Work all deliverables may be subject to inspection and test by the CSU.

#### **25. Taxes, Fees, Expenses, and Extras**

- (a) Contractor certifies that it shall comply with all California Sale and Use Tax requirements. Articles sold to CSU are exempt from certain Federal Excise Taxes. CSU will furnish an exemption certificate on request.
- (b) Unless specified otherwise, prices quoted shall include all required and applicable 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 CSU unless expressly included and itemized in the Contract. 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. On "FOB Shipping Point" transactions, should any shipments under this Contract be received by CSU in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers by wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packing or loading or some inherent defect in the equipment and/or material, vendor shall, at its own expense, assist CSU in establishing carrier liability.
- (d) Contractor certifies it will immediately advise CSU of any change in its retailers seller's permit or certification of registration or applicable affiliate's sellers permit or certificate of registration.

#### **26. Electronic Software Tax Liability**

Contractor further agrees to deliver purchased software solely in an intangible form and via electronic means. Contractor shall be responsible for ensuring that the software is not delivered to the CSU in tangible form, and shall defend and indemnify the CSU for any and all tax liability resulting from Contractor's failure to deliver the software as required by this Agreement.

#### **27. 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.

#### **28. Use of Data**

Contractor shall not utilize any non-public CSU information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether 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 Contractor pursuant to this Contract is the property of CSU, and shall not be used in any manner by Contractor unless authorized in writing by CSU.

#### **29. Confidentiality of Data**

- (a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the 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 and confidential data as confidential information. Contractor shall not use, disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Further, if so requested by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.
- (b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSU's operation designated "confidential" by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or confidential data, Contractor will notify CSU in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall:
- (c) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated;
- (d) Contractor shall cooperate with any litigation or investigation proceedings concerning confidential data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of confidential data outside the United States must be approved in writing by CSU in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

#### **30. Information Security Requirements**

- (a) Contractor is required to comply with CSU Information Security Requirements as per the attached Information Security Requirements Supplemental Provisions.
- (b) Information Security Plan. Contractor is required to maintain an Information Security Program sufficient to protect the sensitive and/or confidential CSU data to which they have access. Requirements for the Information Security Plan are described in the Information Security Requirements Supplemental Provisions, attached hereto, and by reference made a part of this agreement.
- (c) Personal Security Requirements. Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only. Contractor shall not knowingly permit a representative or subcontractor to have access to CSU records, confidential data, or premises of the CSU when such representative or subcontractor has been convicted of a felony.

### 31. Patent, Copyright, and Trade Secret Indemnity

- (a) Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees (collectively referred to as CSU), 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 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 CSU with indemnity protection.
- i) CSU will notify Contractor of such claim in writing and tender its defense within a reasonable time; and
  - ii) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except 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. In such case no settlement shall be entered into on behalf of CSU without CSU's written approval.
- (b) Contractor may be required to furnish CSU a bond 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 an Intellectual Property Right, whether domestic or foreign, CSU shall permit Contractor at its option and expense either to procure for CSU the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably be practicable or if the use of such Deliverables or Software by CSU shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist CSU in procuring substitute Deliverables or Software at Contractor's cost and expense. If, in the sole opinion of CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSU shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums CSU paid Contractor less any reasonable amount for use or damage.
- (d) Contractor certifies it has appropriate systems and controls in place to ensure 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.

### 32. Rights in Work Product

All inventions, discoveries, intellectual property, technical communications and records originated or prepared by 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 section may be revised in a Statement of Work.

### 33. Examination and Audit

For contracts in excess of \$10,000, Contractor shall be subject to the examination and audit by (a) the Office of the University Auditor, and (b) the Bureau of State Audits, for a period of three (3) years after final payment under the Contract. 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.

Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

### 34. Dispute

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor's Chief Executive Officer (or designee) and CSU's Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

### 35. Conflict of Interest

CSU requires a Statement of Economic Interests (California 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.

### 36. Follow-On Contracts

No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may submit a bid or be awarded a contract for the provision of services, the procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:
- i) shall 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) shall 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 is later.
- (b) "Consulting and Direction" means services for which Contractor received compensation from 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 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 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.

### **37. Endorsement**

Nothing contained in this Contract shall be construed as conferring on any party, 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.

### **38. Covenant Against Gratuities**

Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of 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, CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSU in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. CSU's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

### **39. Nondiscrimination**

- (a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.
- (c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

### **40. Compliance with NLRB Orders**

Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board.

Note: Cite Authority: PCC 10296

### **41. Drug-Free Workplace Certification**

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall 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
- (b) Establish a Drug-Free Awareness Program 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 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.

Note: Authority Cited: Government Code Section 8350-8357

### **42. Forced, Convict, Indentured and Child Labor**

By accepting a contract with CSU, Contractor:

- (a) Certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.
- (b) Agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

### **43. Recycled Content Certification**

Contractor shall certify in writing the minimum, if not exact, percentage of postconsumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

#### **44. Child Support Compliance Act**

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

- (a) 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;
- (b) 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.

#### **45. Americans With Disabilities Act (ADA)**

Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101et seq). Contractor hereby warrants the products or services it will provide 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. Contractor further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

#### **46. Expatriate Corporations**

Contractor declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with CSU by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

#### **47. Citizenship and Public Benefits**

If Contractor is a natural person, Contractor certifies he or she 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).

#### **48. Loss Leader**

Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

Note: Authority Cite: (PCC 12104.5(b).)

#### **49. DVBE and Small Business Participation**

- (a) If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the SB(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each SB received from the prime Contractor. (Govt. Code § 14841.)
- (b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the DVBE(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each DVBE received from the prime Contractor. The Contractor shall also certify that all payments under the Contract have been made to the DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code §14841)

#### **50. Contractor's Staff**

Contractor warrants that its staff, which is assigned to performing work under this Contract, is legally able to perform such duties in the country where the work is being performed.

## **Information Security Requirements Supplemental Provisions to the CSU General Provisions for Information Technology Acquisitions**

### **1.0 Acknowledgement**

Contractor acknowledges that its contract/purchase order with the California State ("the CSU") may allow the Contractor access to CSU Protected Data including, but not limited to, personal information, student records, health care information, or financial information. This data may be transferred in various forms, notwithstanding the manner in which or from whom it is received by Contractor subject to state laws that restrict the use and disclosure of such information, including the California Information Practices Act (California Civil Code Section 1798 et seq.) and the California Constitution Article 1, Section 1. Contractor represents and warrants that it will keep CSU Protected Data strictly confidential both during the Term and after the termination of the Agreement.

### **2.0 Disclosure Requirements**

Contractor agrees that it will include all of the terms and conditions contained in this agreement in all subcontractor or agency contracts providing services under this Agreement. Contractor further acknowledges the applicability to this Agreement of Federal privacy laws such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records.

Contractor shall not disclose or CSU Protected Data other than to carry out the purposes of this agreement. Contractor shall not disclose any Protected Data other than on a "need to know" basis and then only:

- (a) To its employees or officers, provided, however that each such employee or officer have entered into a confidentiality agreement, that is enforceable under the laws of each applicable jurisdiction, with terms no less restrictive than the terms hereof;
- (b) To affiliates of or subcontractors to Contractor, only if previously approved by the CSU and provided that
  - i. Use by such Affiliates shall be limited to the purpose of this agreement;
  - ii. Affiliate is bound by contract and or confidentiality agreement to protect CSU data from unauthorized access.

If required by a court of competent jurisdiction or an administrative body to disclose Protected Data, Contractor shall notify the CSU in writing prior to any such disclosure in order to give the CSU an opportunity to oppose any such disclosure. Prior to any disclosure of Confidential Information as required by legal process, the Contractor shall:

- (a) Notify the CSU of any, actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and
- (b) Delay disclosure until the CSU has provided contractor with notice that they will oppose or agree to such disclosure or the time specified for legal compliance is reached.

Any access, transmission, or storage of Protected Data outside the United States is subject to prior written authorization by the CSU.

### **2.1 Exceptions to Obligations of Confidentiality.**

With the exception of the data classified as "Protected Level 1" or "Protected Level 2" under the CSU Data Classification Standard<sup>1</sup>, obligations of confidentiality shall not apply to any information that:

- (a) Contractor rightfully has in its possession when disclosed to it, free of obligation to the CSU to maintain its confidentiality;
- (b) Contractor independently develops without access to CSU Protected Data;
- (c) Is or becomes known to the public other than by breach of this contract;
- (d) The CSU or its agent releases without restriction; or
- (e) Contractor rightfully receives from a third party without the obligation of confidentiality.

Any combination of Protected Data disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.

Failure by Contractor to comply with any provision of this Section shall constitute a breach of the Agreement.

### **3.0 Information Security Plan**

- (a) Contractor acknowledges that the CSU is required to comply with information security standards for the protection of Protected Data Information required by law, regulation and regulatory guidance, as well as the CSU's internal security policy for information and systems protection.

Within thirty (30) days of the Effective Date of the Agreement and subject to the review and approval of the CSU, Contractor shall establish, maintain and comply with an information security plan ("Information Security Plan"), which shall contain such elements that the CSU may require after consultation with Contractor. On at least an annual basis, Contractor shall review, update and revise its Information Security Plan, subject to the CSU's review and approval. At the CSU's request, Contractor shall make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to the CSU's security requirements as they exist from time to time.

Contractor's Information Security Plan shall be designed to:

- Ensure the security, integrity and confidentiality of the CSU Protected Data;
- Protect against any anticipated threats or hazards to the security or integrity of such information;
- Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the person that is the subject of such information;
- Protect against unauthorized changes to or use of CSU Protected Data; and
- Comply with all applicable CSU policies legal and regulatory requirements for data protection.
- Include business continuity and disaster recovery plans.

<sup>1</sup> [http://calstate.edu/icsuam/sections/8000/8065\\_FINAL\\_DRAFT\\_Data\\_Classification\\_CW\\_V4.pdf](http://calstate.edu/icsuam/sections/8000/8065_FINAL_DRAFT_Data_Classification_CW_V4.pdf)

Contractor's Information Security Plan shall include a written response program addressing the appropriate remedial measures it shall undertake in the event that there is an information security breach.

Contractor shall cause all Subcontractors and other persons and entities whose services are part of the Services which Contractor delivers to the CSU or who hold CSU Protected Data, to implement an information security program and plan substantially equivalent to Contractor's.

The parties expressly agree that Contractor's security procedures shall require that any Protected Level 1 Data transmitted or stored by Contractor only be transmitted or stored in an encrypted form approved by the CSU.

In addition, Contractor represents and warrants that in performing the Services, it will comply with all applicable privacy and data protection laws and regulations of the United States including, as applicable, the provisions in the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq., the Family Education Rights and Privacy Act ("FERPA"), 20 USC Section 1232(g) et seq., and of any other applicable non-U.S. jurisdiction, including the European Union Directives, and that it will use best efforts, consistent with Federal Trade Commission and other applicable guidance, to protect CSU's Protected Information from identity theft, fraud and unauthorized use.

Failure by Contractor to comply with any provision of this Section shall constitute a breach of the Agreement.

- (b) Contractor agrees that it will protect CSU Protected Data according to published information security policy and standards and no less rigorously than it protects its own confidential information but in no case less than reasonable care.

Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures, which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Protected Data.

In addition, Contractor represents and warrants that in performing the Services, it will comply with all applicable privacy and data protection laws and regulations of the United States including, as applicable, the provisions in the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq., the Family Education Rights and Privacy Act ("FERPA"), 20 USC Section 1232(g) et seq., and of any other applicable non-U.S. jurisdiction, including the European Union Directives, and that it will use best efforts, consistent with Federal Trade Commission and other applicable guidance, to protect CSU's Protected Information from identity theft, fraud and unauthorized use.

Failure by Contractor to comply with any provision of this Section shall constitute a breach of the Agreement.

#### **4.0 Incident Response Management**

##### **4.1 Notification of a Security Incident.**

Contractor shall report, in writing, to the CSU any use or disclosure of CSU Protected Data not authorized by this Agreement or authorized in writing by the CSU, including any reasonable belief that an unauthorized individual has accessed CSU Protected Data. This report shall be made to the CSU's primary contact and its designated information security officer. It shall include details relating to any known or suspected security breach of Contractor's system or facilities which contain CSU Protected Data or any other breach of Protected Data relating to this Agreement. This report shall be made not later than within twenty-four (24) hours after discovery, if the information was, or is reasonably believed to have been, acquired by an unauthorized person.

##### **4.2 Notification Contents**

Contractor's report shall identify:

- The nature of the unauthorized use or disclosure,
- The time and date of incident,
- A description of CSU Protected Data used or disclosed,
- Who made the unauthorized use or received the unauthorized disclosure,
- What Contractor has done or shall do to mitigate any harmful effect of the unauthorized use or disclosure, and
- The corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

Contractor shall provide such other information, including a written report, as reasonably requested by the CSU.

##### **4.3 Notification to Parties**

Contractor agrees to fully cooperate with the CSU with the preparation and transmittal of any notice, which the CSU may deem appropriate or required by law, to be sent to affected parties regarding the known or suspected security breach, and to further take appropriate remedial action with respect to the integrity of its security systems and processes.

#### **5.0 Compliance**

##### **5.1 PCI-DSS Requirements**

Contractor represents and warrants that it shall implement and maintain certification of Payment Card Industry ("PCI") compliance standards regarding data security and that it shall undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt the network devices. If during the term of the Agreement, Contractor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI DSS standards and/or other material payment card industry standards, it will promptly notify the CSU of such circumstances.

Contractor agrees to promptly provide current evidence of PCI-DSS compliance at the CSU request. The form and substance of such evidence must be reasonably satisfactory to and must be certified by an authority recognized by the payment card industry for that purpose.

Contractor shall maintain and protect in accordance with all applicable laws and PCI regulations the security of all cardholder data when performing the contracted Services on behalf of the CSU.

Contractor will provide reasonable care and efforts to detect fraudulent credit card activity in connection with credit card transactions processed for the CSU.



Contractor shall not be held responsible for any such loss of data if it is shown that the loss occurred as a result of the sole negligence of the CSU.

## **5.2 PA DSS Requirements**

Contractor represents and warrants that software applications it provides for the purpose of processing payments, particularly credit card payments, are developed in accordance with and are in compliance with the standards known as Payment Application Data Security Standards (PA-DSS). As verification of this, the Contractor agrees to provide evidence that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification. The evidence may be provided in the form of the PA DSS form if the contractor self-certified, or a copy of the PA QSA if the Contractor was certified by an external party. If the contractor is unable to provide a copy of the PA DSS form of the PA QSA letter, the contractor must provide the CSU with proof of bonded insurance listing the CSU as the beneficiary in the case of a security breach.

If during the term of the Agreement, Contractor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PA DSS standards and/or other material payment card industry standards, it will promptly notify the CSU of such circumstances.

Contractor agrees promptly to provide, annual or at the request of the CSU, current evidence, in form and substance reasonably satisfactory to the CSU, of compliance with PA-DSS security standards which has been properly certified by an authority recognized by the payment card industry for that purpose.

## **6.0 Personnel Security Requirements**

Any work to be performed in connection with this Agreement by Contractor, its Affiliates or Subcontractors must be performed in the United States, unless the prior written consent of the CSU is received to perform work outside the United States. Further, CSU Protected Data may not be transmitted or stored outside the United States without the prior written consent of the CSU.

Contractor shall require all employees, Affiliates and Subcontractors with access to CSU's protected information, as a condition of their engagement, to participate in annual security awareness training.

Contractor shall comply and shall cause its Representatives, Affiliates and Subcontractors to comply with all personnel, facility, safety and security rules and regulations and other instructions of the CSU, when performing work at a CSU facility, and shall conduct its work at the CSU facilities in such a manner as to avoid endangering the safety, or interfering with the convenience of, CSU Representatives or customers.

Contractor shall not knowingly permit a Representative or Subcontractor to have access to the records, data or premises of the CSU when such Representative or Subcontractor:

- (a) has been convicted of a crime;
- (b) has engaged in a dishonest act or a breach of trust; or
- (c) uses illegal drugs.

Contractor agrees that under no circumstances shall any of Contractor's employees, officers, Affiliates or Subcontractors, whether full-time or part-time, connect to any CSU system or access any CSU data, for purposes of downloading, extracting, storing or transmitting information through personally owned, rented or borrowed equipment including, but not limited to mobile devices (e.g., laptops, PDAs, cell phones, etc..)

Contractor represents that it maintains comprehensive hiring policies and procedures which include, among other things, a background check for criminal convictions, and pre-employment drug testing, all to the extent permitted by law. Contractor shall conduct thorough background checks and obtain references for all its Representatives and Subcontractors who have access to CSU's protected information.

Any exceptions are at variance with the CSU policy and must be approved in advance according to CSU policy guidelines.

## **7.0 Record Retention Requirements**

Contractor shall maintain all records pertaining to the Services provided to the CSU under this Agreement for a period of 7 years or longer after termination of the Agreement, if required by applicable law or regulation. Contractor further agrees to provide to the CSU, at its request, a full copy of all such records for the CSU to maintain at a U.S. location which the CSU shall designate.

Any residual data that exists on backups must be destroyed or purged within 6 months. Backup data may not be archived.

## **8.0 The CSU Right to Conduct and/or Review Risk Assessments**

- (a) Contractors with access to the CSU protected data shall conduct risk assessments and/or audits of CSU protected data at least annually. The Contractor shall provide the CSU with copies of its latest information security risk assessments and/or audits upon request.

If any assessment and/or audit discloses material variances from the performance requirements set forth in this Agreement or a breach by Contractor of the provisions of this Agreement, Contractor shall be deemed in breach of this Agreement.

- (b) During regular business hours, the CSU may, at its sole expense and on a mutually agreed upon date (which shall be no more than fourteen (14) days after written notice), time, location and duration perform or arrange for a site visit and/or confidential audit of Contractor's operations, facilities, financial records, and security and business continuity systems which pertain specifically to the Services.

If Contractor is not in substantial compliance with the requirements of the performance requirements set forth in this Agreement, the CSU shall be entitled, at Contractor's expense, to perform additional such assessments and/or audits. The CSU will provide to Contractor a copy of each report prepared in connection with any such audit within thirty (30) calendar days after it prepares or receives such report. Contractor agrees to promptly take action at its expense to correct those matters or items that require correction as mutually agreed.

If any assessment and/or audit discloses material variances from the performance requirements set forth in this Agreement or a breach by Contractor of the provisions of this Agreement, Contractor shall be deemed in breach of this Agreement.

#### **9.0 Terminating or Expiring Agreement - Return/Destroy Protected Data**

Upon the termination or expiration of this Agreement, or at any time upon the request of the CSU, Contractor and its subcontractors shall return all CSU Protected Data (and all copies and derivative works thereof made by or for Contractor). Further, Contractor and all subcontractors shall delete or erase such Protected Data, copies and derivative works thereof, from their computer systems.

The CSU shall have the right to require Contractor to verify, to CSU's satisfaction, that all CSU Protected Data has been returned, deleted or erased. Contractor agrees to fully cooperate with the CSU's requests for verification.

#### **APPENDIX - DEFINITIONS**

**Affiliate** - an entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity.

**Confidential Information** - The term "Confidential Information" shall mean this Agreement and all proprietary information, data, trade secrets, business information, any Protected Information regarding students, employees or other individuals or entities, including but not limited to, Social Security numbers, other tax identification numbers, credit card, bank account and other financial information, and other information of any kind whatsoever which:

- a) a Party ("Discloser") discloses, in writing, orally or visually, to the other Party ("Recipient") or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which
- b) relates to:
  - i. the Discloser, or
  - ii. in the case of Contractor as Recipient, the CSU, its students and employees, and its third-party contractors or licensors who have made confidential or proprietary information available to the CSU.

**Party** – The CSU or Contractor.

**Protected Data** - data defined as "Protected Level 1" and "Protected Level 2" in the CSU Information Security Policy 8065 Information Security Data Classification Standards (<http://www.calstate.edu/icsuam/sections/8000/8065.0.shtml>)

**Representative** - an employee, officer, director, or agent of a Party.

**Relationship Manager** - the respective employees of each Party that each Party shall designate to act on its behalf with regard to matters arising under this Agreement; each Party shall notify the other in writing of the name of their Relationship Manager; however, the Relationship Manager shall have no authority to alter or amend any term, condition or provision of the Agreement; further, each Party may change its Relationship Manager by providing the other Party with prior written notice.

**Subcontractor** - a third party to whom Contractor has delegated or subcontracted any portion of its obligations set forth herein.

**Work Product** - All discoveries, inventions, work of authorship or trade secrets, or other intellectual property and all embodiments thereof originated by Contractor within the scope of Services provided under this Agreement, whether or not prepared on CSU's premises.

**Contractor** – Contractor is any party to an agreement with the CSU along with any of employee, subcontractor, affiliate or other entity over whom the party to an agreement with the CSU has control.

**END OF SUPPLEMENT**

California State University, Chico

**EXHIBIT C – INSURANCE REQUIREMENTS**

General, Employer and Business Automobile Liability, Workers Compensation, Errors & Omission,  
AND  
Policy Endorsements

Evidence of the following insurance coverage must be provided to and approved by the University prior to commencement of services. Please provide a copy of this document to your insurance agent and/or insurer. The original Certificates of Insurance and Policy Endorsements are to be sent to:

California State University, Chico  
Procurement and Contract Services  
400 West 1<sup>st</sup> Street  
Kendall Hall Room 206  
Chico, CA 95929-0244  
Fax No. (530) 898-6190

REQUIRED MINIMUM LIMITS OF INSURANCE	
<b>General Liability</b> (comprehensive or commercial form)	\$1,000,000 per occurrence, \$2,000,000 aggregate
<b>Business Automobile Liability</b> (owned, scheduled, non-owned or hired)	\$1,000,000 per occurrence
<b>Workers Compensation Insurance</b>	As required under California State Law
<b>Errors and Omission Insurance</b>	\$1,000,000 per occurrence, \$2,000,000 aggregate

Note: Other means or combination of protection may be acceptable (e.g., self-insurance pools, primary or excess risk retention groups, umbrella policies) if approved by the University's Risk Manager.

CERTIFICATE HOLDER	
The Certificate Holder is to be identified as:	Risk Manager California State University, Chico Chico, CA 95929-0130

REQUIRED LANGUAGE TO BE PROVIDED ON POLICY ENDORSEMENTS
With the exception of workers compensation insurance and professional liability insurance, all certificates of insurance shall be endorsed to contain the following provisions. Please ensure the wording on the endorsements is exactly as shown below:  <i>The State of California; the Trustees of The California State University; California State University, Chico; and the officers, employees, volunteers and agents of each of them are included as additional insureds.</i>  <i>Coverage shall not be cancelled, modified, or reduced without thirty (30) days advance written notice to the University, delivered by certified mail, return receipt requested.</i>

**OTHER REQUIREMENTS:**

1. Each insurer shall have an A.M. Best (or equivalent) rating of at least A:VII unless otherwise agreed to by the University.
2. Original certificates of insurance and policy endorsements are required. Documentation may be faxed, but must be followed via mail with original documents.
3. Certificates of insurance and policy endorsements must be approved by the University prior to commencement of services by the Contractor/Vendor.
4. The Contractor/Vendor's insurance coverage shall be primary. The self-insurance maintained by the University, its Trustees, officers, employees, or volunteers shall be excess of the Contractor/Vendor's insurance and shall not contribute with it.

## **EXHIBIT D – CONFIDENTIALITY & USE OF DATA STATEMENT**

### **California State University, Chico Confidentiality Statement for Student Employees, Consultants, and Independent Contractors Accessing University Records**

Personally identifiable information and other confidential data include, but are not limited to, an individual's Social Security Number (SSN), date of birth (DOB), home address, home telephone number, academic performance record, financial data, physical description, medical history, disciplinary history, gender, ethnicity, and religious preference.

While Chico State University student employees, consultants, and independent contractors may have exposure to records that contain personally identifiable information and/or other confidential data, they are PROHIBITED from viewing any such data in any University record without written approval in advance by the campus President or Vice President for Business and Finance.

#### **SECTION TO BE COMPLETED BY CONSULTANT, OR INDEPENDENT CONTRACTOR**

I certify that I have read and understand the attached "Summaries of Provisions of the California Information Practices Act of 1977 and California Penal Code Section 502."

I certify that, in order to ensure the privacy and security of data, I agree to:

- Access, distribute, share, and retain confidential data only as authorized and only as needed to conduct campus business as required to perform my job duties
- Store under secure conditions all confidential data that I retain and ensure its confidential and timely destruction when no longer needed to conduct campus business as required by my job
- Respect the confidentiality and privacy of individuals whose data I access
- Observe any ethical restrictions that apply to data to which I have access
- Protect confidential information located at my workstation.
- Report immediately to my supervisor any and all apparent and suspected security breaches
- Comply with all department and campus security policies and procedures

I certify that I agree NOT to:

- Discuss verbally or distribute in electronic or printed formats any confidential data except as authorized and as needed to conduct campus business as required to perform my job duties
- Make unauthorized copies of confidential data
- Knowingly falsely identify myself
- Gain or attempt to gain unauthorized access to confidential data or University computing systems
- Share my user ID(s) and password(s) with anyone nor use anyone else's user ID(s) or password(s), except as authorized
- Leave my workstation unattended and unsecured while logged-in to University computing systems
- Use or allow other persons to use University data for personal gain
- Engage in any activity that could compromise the security or confidentiality of data held in University records

I certify that I have read this Confidentiality Statement and that I understand it.

---

Contractor/Cons Name (Type or  
Print)

Signature

Date

---

Title

Department

CSU Chico ID#

**SECTION TO BE COMPLETED BY CSU Chico Department MANAGER**

My signature below certifies that the above student employee, consultant, or independent contractor, who is under my supervision, may require access to personally identifiable information and/or other confidential data about students, faculty, staff, alumni, applicants, patrons, contributors, or other individuals in the performance of his or her job duties.

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Manager's Name (type or print)

Signature

Date

**Summaries of Provisions of the California Information Practices Act of 1977 and California Penal Code Section 502**

**INFORMATION PRACTICES ACT OF 1977**

Article 10. Penalties

1798.55 - The intentional violation of any provision of this chapter or any rules or regulations adopted thereunder, by an officer or employee of any agency shall constitute a cause for discipline, including termination of employment.

1798.56 - Any person who willfully requests or obtains any record containing personal or confidential information from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than five thousand dollars (\$5,000), or imprisoned not more than one year, or both.

**CALIFORNIA PENAL CODE SCETION 502**

Section 502 is intended to provide protection to individuals, businesses, and governmental agencies such as Chico State University from tampering, interference, damage, and unauthorized access to lawfully created computer data and computer systems.

502 Computer crimes - Status as felonies:

- (b) Any person who intentionally accesses or causes to be accessed any computer system or computer network for the purpose of (1) devising or executing any scheme or artifice to defraud or extort, or (2) obtaining money, property, or services with false or fraudulent intent, representations, or promises shall be guilty of a public offense.
- (c) Any person who maliciously accesses, alters, damages, or destroys any computer system, computer network, computer program, or data shall be guilty of a public offense.
- (d) Any person who violates the provision of subdivision (b) or (c) is guilty of a felony and is punishable by a fine not exceeding five thousand dollars (\$5,000), or by imprisonment in the state prison for 16 months, or two or three years, or by both such fine and imprisonment, or by a fine not exceeding two thousand five hundred dollars (\$2,500), or by imprisonment in the county jail not exceeding one year, or by both such fine and imprisonment.

**- End of Summaries -**

**ADDITIONAL INFORMATION SOURCES**

Further information on applicable state and federal laws can be obtained at the following web site locations:

- Information Practices Act of 1977 <http://www.privacyprotection.ca.gov/ipa.htm>
- California Code of Regulations - Title V <http://ccr.oal.ca.gov>
- Family Educational Rights and Privacy Act (FERPA) <http://www.ed.gov/offices/OM/fpco/ferpa/>
- CSU Coded Memorandum HR2002-27 - Requirements for Protecting Confidential Data <http://www.calstate.edu/HRAdm/pdf2002/HR2002-27.pdf>
- CSU Coded Memorandum HR2003-5 - Requirements for Protecting Confidential Data - Updated <http://www.calstate.edu/HRAdm/pdf2003/HR2003-05.pdf>
- CSU Records Access Manual (February 2003) [http://www.calstate.edu/Gc/Docs/Records\\_Access\\_Manual.doc](http://www.calstate.edu/Gc/Docs/Records_Access_Manual.doc)

**CHICO STATE UNIVERSITY APPROPRIATE USE POLICY**

The Chico State University Appropriate Use Policy is available on the Chico State University web site at:

<http://www.csuchico.edu/itss/top-nav/policies/acceptable-use.shtml>

## **PROPOSAL FORM 1 – PROPOSAL CERTIFICATION**

The undersigned certifies that he/she is an authorized representative of the company identified below with the legal authority to submit a proposal on behalf of the company.

After carefully reviewing all of the specifications, requirements, terms and conditions of Request for Proposal 2015-01SR for the provision of an identity and access management solution for California State University, Chico, the undersigned agrees to furnish the equipment and services in accordance with the proposal herein submitted, or as mutually agreed upon during subsequent negotiation.

_____ DATE	_____ SIGNATURE
	_____ TYPED NAME AND TITLE
	_____ NAME OF COMPANY AS LICENSED
	_____ COMPANY ADDRESS
	_____ CITY, STATE, ZIP
	_____ TELEPHONE NUMBER
	_____ FAX NUMBER
	_____ BUSINESS LICENSE NUMBER
	_____ OBCR # (if certified as a small, micro, or Disabled Veteran Business Enterprise)

## **PROPOSAL FORM 2 – COST PROPOSAL**

**Pricing Options:** The pricing shall be based on the requirements in [Section III](#). If a feature or service is mentioned/described in Section III, the cost proposal must reflect it to avoid any hidden costs.

**Fee Structure:** Respondent shall submit a detailed fee schedule of rates for all required software, hardware and services. Fee schedule shall be based on total product cost and subsequent year maintenance fees, if any, for 5 years. Please provide pricing, prior to tax, for each of the options listed below. In each case, provide:

- A summarized price schedule that clearly describes each of the software, hardware, service and support and maintenance components the University will be required to purchase to affect a complete solution, indicating if they are one-time, annual, or multi-year.
- Indicate which of these components you intend to provide.
- Indicate which of these components you expect University to provide or obtain from other sources, if any.
- An explanation of any incremental resource requirements (hardware, software or personnel) that may be necessary as additional users are added to the system. Resources can include University administrative staff, contractors, and subcontractors.
- A brief rationale for the pricing of each item, if necessary, for clarification.

It is assumed that Year 1 costs will primarily be acquisition costs, but any maintenance or service fees should also be listed. Years 2 through 5 should be listed for ongoing maintenance costs. For custom work, please indicate hourly rate instead of unit price.

**Submission Form:** a pre-formatted submission form is not provided here; Respondents are instructed to submit the cost proposal on their own company letterhead/templates.

## PROPOSAL FORM 3 – SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

**BID #: CSU, Chico RFP #2015-01SR**  
**PROJECT NAME: Identity and Access Management System**

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

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

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

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

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

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



Please **check the box below** indicating whether your firm is a small business or non-small business:

- Small Business     Non-Small Business     Non-Small Business – claiming preference & use of 25% of net bid price with small businesses

Legal Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Date \_\_\_\_\_

Small Business Certification #: \_\_\_\_\_ Expiration: \_\_\_\_\_

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