

California State University, Chico



REQUEST FOR PROPOSAL FOR PSYCHIATRY SERVICES

Potential bidders are to notify the University at e-mail address 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: <https://www.csuchico.edu/purc/supplier-vendor-info/current-bids.shtml>

PROPOSAL INFORMATION

RFP Number:	2019-01SR
Project Name:	Psychiatry Services
Contact:	Sara Rumiano
Phone Number:	(530) 898-5270

KEY DATES

(Refer to Schedule of Events for additional dates)

Deadline for Submitting Written Questions: June 25, 2019 – 5:00 p.m. PST

Submit via e-mail to: srumiano@csuchico.edu

➔ Proposal Due Date/Time:* July 11, 2019 – 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 & Fi\$cal	June 13, 2019	5:00 p.m.	The University will post the RFP on the following website: https://www.csuchico.edu/purc/supplier-bidder.shtml
Deadline for Final RFP Written Questions/Clarification	June 25, 2019	4:30 p.m.	The University will accept written RFP questions and clarifications e-mailed to the following e-mail address: srumiano@csuchico.edu
University Written Responses to Bidder Questions	June 28, 2019	5:00 p.m.	The University will post all questions and responses on the following website: https://www.csuchico.edu/purc/supplier-bidder.shtml
Deadline for Receipt of Proposals*	July 11, 2019	4:30 p.m.	<p>Electronic submissions: Email to srumiano@csuchico.edu.</p> <p>Hard copy submissions: California State University, Chico Procurement & Contract Services Attn: Sara Rumiano 400 West 1st Street Kendall Hall Room 206 Chico, CA 95929-0244 Psychiatry Services RFP Number: 2019-01SR Due Date: July 11, 2019 4:30 p.m. PST</p>
Proposal Evaluation Period	July 12 th – July 17 th , 2019		Estimated period for RFP evaluation committee to review and evaluate written proposals.
Bidder Interviews/ Presentations	Week of July 22nd, 2019		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	July 25 th , 2019		Tentative date for University to announce intent to award.
Target Contract Award Date	August 1st, 2019		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.
Services Begin	August 19th, 2019		

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 Interviews

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 attend an interview to discuss their proposed services and answer questions regarding their submittal with the evaluation committee and user groups. 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 psychiatry practices or groups to provide psychiatric services to eligible University students. Psychiatric services shall include consultation, follow-up and emergency consultation to support the mental health of students at CSU Chico's Student Health Services department.

1.2 CONTRACT TERM

The contract shall become effective on the date of the last signature on the agreement and shall continue for one year with the option of renewing for additional one or two year periods. 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 COMMENCEMENT OF SERVICES

The target start date for the psychiatry services is August 19, 2019.

1.4 SECTION 508 OF REHABILITATION ACT OF 1973

Should the contract contain any EIT equipment or services, 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

Additional information about CSU Accessible Technology Initiative can be found at the following website: <http://www.calstate.edu/Accessibility/>

The CSU procurement and contract process for EIT acquisition includes *the Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194*. If applicable, 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 (Appendix A) 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.**

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 ACQUISITION OF SERVICES, 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 Services, located at <https://www2.calstate.edu/csu-system/doing-business-with-the-csu/contract-services-and-procurement/Pages/vendor-resources.aspx>. If the successful respondent proposes a solution that has EIT equipment or services, the CSU General Provisions for Information Technology Acquisitions would apply along with supplemental terms and conditions, which are attached as, [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: <https://www.csuchico.edu/fin/assets/documents/forms/ap-payee-data-record-4-16-secure.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 – SCOPE OF SERVICES & MINIMUM QUALIFICATIONS

2.0 HISTORICAL PERSPECTIVE & GENERAL BACKGROUND

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>.

GENERAL BACKGROUND

Student Health Service is a fully staffed ambulatory care facility, providing pre-paid basic services to students with illnesses, injuries, and physical and mental health related issues. Accredited by AAAHC (Accreditation Association for Ambulatory Health Care), Student Health Service operates similar to a family health center where the emphasis is placed on preventive physical and mental health education programs to help the students remain healthy and focused on their academic goal. Student Health Service is dedicated to providing a complete range of high quality and convenient basic physical, mental health and wellness services at little or no cost to the students.

MINIMUM QUALIFICATIONS

Proposers shall have the following minimum qualifications:

- Must provide a minimum of three (3) professional references (higher education references preferred).
- California Licensed Psychiatric Medical Professional in good standing
- Possess a National Provider Identifier (NPI) number
- Ability to pass a background screening
- Must have Federal and State regulatory expertise – i.e., HIPAA, FERPA, etc.
- Ability to work collaboratively with staff in the CSU Chico Student Health Center, CSU Chico Counseling & Wellness Department, and the CSU Chico Accessibility Resource Center.
- Preference may be given to proposers with a history of successful partnerships with comparable universities or other college healthcare settings.

Prior to award of this contract, the proposer who receives the highest number of points shall provide verification of licensure and credentials as follows:

- A. Copy of current California Medical Board licensure.
- B. Copy of current DEA licensure.
- C. Copy of current proof of malpractice liability.
- D. Copy of current Board Certification in Psychiatry, if available.
- E. Other required credentialing information as follows: completion of medical school, internship, residency, fellowship (if any), attestation statements regarding any disciplinary status and physical and mental health status.

NOTE: During the term of the resulting agreement, it is the responsibility of the proposer to immediately notify Student Health Service of any circumstances that would change the status in licensure, DEA, Medicare participation, liability insurance coverage, or Board Certification status or hospital privileges of any of the providers in the psychiatry practice or group.

SCOPE OF SERVICES

Proposers should demonstrate how they would accomplish, at a minimum, the following tasks:

- Provide quality, friendly, responsive, and efficient psychiatric services including consultation and follow-up to eligible students.
- Types of services to be provided include:
 - Individual Therapy
 - Case consultation
 - Attendance at meetings as requested
- Provide onsite or remote (or combination thereof) psychiatric services for approximately 16 hours a week during Fall and Spring semesters and fewer hours during the Winter and Summer sessions and during breaks. University's calendar can be accessed here: <https://www.csuchico.edu/apss/calendar/>
- Psychiatric consultations may be scheduled for various weekdays; however, daily weekday coverage is preferred.
- Recommend and refer students who need long term psychiatric treatment to an outside specialist.
- Licensure supervision of mental health mid-level staff

Proposer's Responsibility:

In addition to the services described above, the selected service provider shall provide and maintain throughout the term of the agreement:

- Malpractice insurance
- Prescription pads
- Parking permit (if applicable)

CSU Chico will provide the following to the selected service provider:

- Office space, desk, computer, general office supplies
- Access to the electronic record-keeping system
- Appointment scheduling

END OF SECTION II

SECTION III – BIDDING REQUIREMENTS & PROPOSAL SUBMITTAL INSTRUCTIONS

3.1 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. 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.

3.2 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 3.1, 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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 Services & CSU General Provisions for Information Technology Acquisitions and its supplement (if applicable) ([Exhibit B](#)).
- b. CSU, Chico Request for Proposal 2019-01SR.
- c. Contractor's Proposal

3.12 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](#)) which includes the CSU General Provisions for Services and/or Information Technology (supplement to CSU General Provisions for Information Technology Acquisitions is attached as [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.

3.13 PROPOSALS PROPERTY OF UNIVERSITY

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

3.14 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.

3.15 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.

3.16 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.



3.17 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**.



3.18 SUBMISSION OF PROPOSALS

3.18.1 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 3.17 **Proposers who submit electronically do not need to additionally submit hard copies.**

3.18.2 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.

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

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

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



3.19 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 - Cost 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 II](#))**
Provide a narrative response to the scope of services items listed in Section III. Responses need to be clear and concise to provide the evaluation team enough information to determine compliance.
- SECTION C - Administrative Documents**
- **Appendix A – VPAT**
 - **Appendix B – Security Data Requirements Checklist**
 - **Small Business Preference Request form ([Proposal Form 2](#)):** please **check one** of the boxes on the form and return with your proposal.

END OF SECTION III

SECTION IV – EVALUATION CRITERIA AND AWARD OF CONTRACT

4.1 EVALUATION TEAM

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

4.2 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, format and administrative documents

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 the performance of the contract.

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

Section	Evaluation
Phase One Evaluation	Pass/Fail
Phase Two Evaluation	Points
Qualifications and Experience	30
Professional References	20
Cost Proposal	50
Phase Two Total	100
Phase Three Evaluation	Points
Interview	50
Phase Three Total	50
Grand Total	150 Points

Phase Three Evaluation: Presentation/Interview, **50 Points**

After initial scoring, the University will invite the companies receiving the highest points to an interview to discuss their proposed services 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 invited 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): 150 POINTS

4.3 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.

4.4 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 IV

EXHIBIT B – Supplement to CSU GENERAL PROVISIONS for INFORMATION TECHNOLOGY ACQUISITIONS (only applicable if EIT items or services are included in the proposed solution)

CSU General Provisions for Information Technology Acquisitions can be found at <https://www2.calstate.edu/csusystem/doing-business-with-the-csu/contract-services-and-procurement/Pages/vendor-resources.aspx>

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 Standard¹, 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;

¹ http://calstate.edu/icsuam/sections/8000/8065_FINAL_DRAFT_Data_Classification_CW_V4.pdf

- 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.

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 or 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.

10. Confidentiality of Data

(All) Individuals that access University (mission critical) systems must first sign the campus Confidentiality form, a sample of which can be found here: <https://csuchico.box.com/v/confidentialitystatement>. This would include supervised access through web-ex sessions.

Further requirements are published here: 8045.S302 Remote Access to CSU Resources
http://www.calstate.edu/icsuam/sections/8000/8045.S302_Remote_Access_to_CSU_Resources.pdf

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 1st Street
Kendall Hall Room 206
Chico, CA 95929-0244
Fax No. (530) 898-6190

REQUIRED MINIMUM LIMITS OF INSURANCE	
General Liability (comprehensive or commercial form)	\$1,000,000 per occurrence, \$2,000,000 aggregate
Business Automobile Liability (owned, scheduled, non-owned or hired)	\$1,000,000 per occurrence
Workers Compensation Insurance	As required under California State Law
Errors and Omission Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence, \$3,000,000 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.

Manager's Name (type or print)	Signature	Date
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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

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 – COST PROPOSAL & CERTIFICATION

Pricing Options: The pricing shall be based on the scope of services and requirements detailed 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.

The proposer shall provide the per hour rate that will be charged to the University.

- Psychiatry Services, Per Hour Rate \$ _____

- Offsite Emergency Consultation, Per Hour Rate \$ _____

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 2019-01SR for the provision of psychiatry services 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

BUSINESS LICENSE NUMBER

OBCR # (if certified as a small, micro,
or Disabled Veteran Business Enterprise)

PROPOSAL FORM 2 – SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

BID #: CSU, Chico RFP #2019-01SR
PROJECT NAME: Psychiatry Services

(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) or on the Internet: 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.