

# California State University, Chico



## REQUEST FOR PROPOSAL FOR MASTER AGREEMENT FOR MARKETING AND STUDENT RECRUITMENT SERVICES

### PROPOSAL INFORMATION

**RFP Number:** 2021-01SR  
**Project Name:** Master Agreement for Marketing and Student Recruitment Services  
**Contact:** Sara Rumiano  
**Phone Number:** [srumiano@csuchico.edu](mailto:srumiano@csuchico.edu)

### SCHEDULE OF EVENTS

Event	Date	Time	Location
Post RFP on P&CS Website & Cal eProcure	February 1, 2021	5:30 p.m.	The University will post the RFP on the following website: <a href="https://www.csuchico.edu/purc/supplier-vendor-info/current-bids.shtml">https://www.csuchico.edu/purc/supplier-vendor-info/current-bids.shtml</a>
<b>Deadline for Written Questions/Clarification</b>	<b>February 10, 2021</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 Responses to Proposer Questions	February 12, 2021	5:00 p.m.	The University will post all questions and responses on the following website: <a href="https://www.csuchico.edu/purc/supplier-vendor-info/current-bids.shtml">https://www.csuchico.edu/purc/supplier-vendor-info/current-bids.shtml</a>
<b>Deadline for Receipt of Proposals*</b>	<b>February 18, 2021</b>	<b>4:30 p.m.</b>	<b>Electronic submissions:</b> Email to <a href="mailto:srumiano@csuchico.edu">srumiano@csuchico.edu</a> . <b>Master Agreement for Marketing and Student Recruitment Services</b> RFP Number: <b>2021-01SR</b> Due Date: <b>Feb 18, 2021 4:30 p.m. P.S.T.</b>
Proposal Evaluation Period	Feb 18-24 2021		Estimated period for RFP evaluation committee to review and evaluate written proposals.
Target Date for Notice of Intent to Award	February 26, 2021		Tentative date for University to announce intent to award.
<b>Target Contract Award Date</b>	<b>March 5, 2021</b>		Tentative date for contract award to the successful Proposer. The period between the intent to award date and contract award date will be the contract negotiation period.

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 any means.

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#### Proposer 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 Proposer 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/presentation and to discuss the proposal and capabilities with the evaluation committee and user groups. The number of Proposers invited to provide demonstrations to the campus community 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 Proposer 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 AND PURPOSE OF CONTRACT**

California State University, Chico ("CSU, Chico", "University", or "campus") is soliciting proposals from qualified and responsible Proposers ("Bidders", "Suppliers", "Vendors" or "Contractors") to provide technology and marketing services for online programs at CSU Chico on an as needed basis. The University intends to award one or more agreements as the result of this request for proposal. The Supplier(s) shall enter into a non-exclusive professional services agreement with California State University, Chico. The University does not guarantee a minimum award volume.

### **1.2 CONTRACT TERM**

The contract shall become effective on the date of the last signature on the agreement and shall continue for five years 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 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

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*. 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.**

### **OTHER ACCESSIBILITY REQUIREMENTS**

- a. Proposers selected to participate in Phase II evaluation will be required to provide, at their expense, a comprehensive third-party product accessibility evaluation that verifies the claims made on the systems and/or products VPAT(s).
- b. In addition to the report results, the report must include an executive summary that covers the accessibility barriers and the disability groups that are affected by the barriers.
- c. If any of the claims on the VPAT submitted with the original bid are found to be inaccurate then the Proposer shall provide a new VPAT that accurately reflects the accessibility status of the product.
- d. Proposers shall use a third-party accessibility evaluation service of their choice. The CSU can provide a list of Proposers who provide this service.
- e. Proposers are required to submit a CSU Accessibility Roadmap that addresses product accessibility gaps (i.e. functions that are not usable by persons with disabilities). See the [Accessibility Roadmap template](#) for instructions on providing the following information:
  1. A list of known accessibility gaps
  2. The specific steps and timelines by which these known these gaps will be remediated

3. A list of any workarounds for product accessibility gaps including:
  - i. Use of alternative business processes (e.g. offering phone support until your web-based support tools are accessible.
  - ii. Use of a third-party product to replace or supplement functionality in your product (e.g. providing a programming interface, which allows other applications to interact with content in your product).

#### **1.4 CONTRACT ISSUANCE**

The contract(s) 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 Proposer(s).

#### **1.5 CSU GENERAL PROVISIONS FOR SERVICE 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 Service Acquisitions and its supplement attached as [Exhibit B](#).

#### **1.6 INSURANCE REQUIREMENTS**

The company or companies 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.

#### **1.7 PAYEE DATA RECORD FORM**

The company or companies awarded a contract as a result of this RFP will be required to complete and return a Payee Data Record form prior to any payments being made against the contract.

#### **1.8 CONFIDENTIALITY STATEMENT**

The company or companies 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](#).

#### **1.9 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 Proposer/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>. Proposers 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.

#### **1.10 PAYMENT TERMS, TRAVEL, REIMBURSABLE EXPENSES**

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. All travel and reimbursable expenses shall be reasonable, detailed on the submitted invoice, and shall reflect the actual expense, without markup, made by the Contractor.

**END OF SECTION I**

## **SECTION II – SCOPE OF SERVICES**

### **2.0 HISTORICAL PERSPECTIVE**

California State University Chico is a part of the California State University (CSU) 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. As the anchor institution in Northern California, California State University, Chico serves a twelve-county service area, the largest in the CSU system, equivalent to the geographical size of the state of Ohio.

CSU, Chico is a [comprehensive university](#) principally serving most of Northern California, our state, and the nation through excellence in instruction, research, creative activity, and public service. Our service region begins at the Oregon border and to the north of Sacramento, with Nevada as our eastern border and the California Coastal range demarcating our western reach. The University is committed to assisting students in their search for knowledge and understanding and 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](#) as well as visit our Strategic Planning [website](#).

**Who are our students?** CSU Chico is designated as a federal Hispanic-Serving Institution ([HSI](#)). We serve a large number of diverse student populations, which has a significant impact on our selection of Suppliers. Suppliers must be able to serve the diverse needs of our students and faculty in their different learning and teaching strategies, as well as ensure the inclusiveness for all, including those with disabilities. The diversity of disciplines and programs offered by CSU Chico results in a diversity of assessments, assignments, and examinations being delivered. Suppliers must be prepared to support these multiple learning assessment and evaluation methodologies with ease, integrity, convenience, and affordability.

#### **CSU Chico Business Models**

CSU, Chico operates its online and distance programs in two business models: state-supported and self-supported. State-supported programs and courses are funded by the State of California and student tuition fees. These student fees are fixed per campus for full and part-time students. Students are admitted to the university and pay regular university tuition and campus-based fees. Courses are semester-based and taught by on-campus CSU Chico faculty as part of their regular teaching assignments. State-supported programs are typically significantly constrained in adding additional course fees.

Self-support programs are administered by the campus' extended education auxiliary organization, Regional & Continuing Education (RCE). Students are admitted to the university and pay self-support fees that are variable depending on the business model for the program. Additional costs of online student services can more easily be incorporated into the cost of self-support programs. Self-support programs are fully funded by student fees, which can be higher than state-supported tuition if necessary to cover the direct and indirect costs to deliver the program.

Beginning in 1975, CSU, Chico led the way in distance education innovations. From Instructional Television Fixed Services (ITFS), to satellite, and now online, CSU Chico continues to provide quality programs delivered to learners at a distance.

#### **State-Supported Distance Education at CSU Chico**

[Chico Distance & Online Education \(CDOE\)](#) offers a variety of undergraduate degree completion, certificate, and graduate programs wholly online. These programs are state-supported, meaning students are admitted to the university and pay regular university tuition and campus-based fees. Courses are semester-based and taught by on-campus CSU Chico faculty as part of their regular

teaching assignments. Some courses include Zoom web conferencing connectivity to allow off-campus and on-campus students to interact in the same class section. CDOE programs are not cohort-based. We offer these CDOE programs:

- BA in Religious Studies
- BA in Social Science (Multidisciplinary Studies or Specialization Studies Options)
- BA in Liberal Studies
- BA in Sociology
- BS in Nursing, and
- Career and Life Planning Certificate Program.

In addition to the undergraduate programs, other online state-support programs include:

- MS in Social Work
- MS in Nursing, and
- Multi-campus MS in Recreation Administration.

The average age of CDOE students is 34 years; 70% are female and 30% are male. The majority of students self-identify as white, but the programs include students from a wide variety of ethnicities. Almost all CDOE students reside in California, evenly distributed across Northern, Southern, and Central California. CDOE Students persist and graduate at rates equivalent to or higher than on-campus students.

### **Self-Supported Distance Education at CSU Chico**

The [BS in Nursing for RNs](#) is a hybrid, 50-unit cohort-based degree completion program that can be completed in 15 months and currently serves 48 students. All coursework is fully online; clinical placements are located in hospitals across the state. Per unit fees are \$415. Faculty can be paid for additional employment or their state-support salaries and benefits may be reimbursed by the program for teaching and advising. The RN-BSN program at Chico was just rated the third best RN-BSN program in California by [registerednursing.org](#).

The 30 unit [MS-Agricultural Education](#) is a self-support fully online program offered in partnership with AG\*IDEA, a national consortium of universities across the country. The current enrollment is 27 and per unit fees are \$580/unit. The program is not cohort based; students enroll in classes offered by CSU, Chico as well as courses offered by other consortium institutions. Average time to completion is two years.

In addition to these programs, CSU Chico offers an online MBA through self-support. All coursework is online. Students can choose from General, Project Management, or Enterprise Information Systems options. The program launched in Fall 2020. This program charges \$1000 per unit (depending on option selected, students can complete the program in 30-33 units).

### **Regional & Continuing Education (RCE)**

Regional & Continuing Education is dedicated to creating responsive, relevant, and transformational educational opportunities to learners of all ages, from youth, to degree completion and career development, to learning in retirement. RCE's self-support programs expand the capacity for CSU Chico to serve a broader range of students beyond the traditional university setting and to accommodate the educational and professional development needs of today's workforce in a variety of programs and settings.

Regional & Continuing Education partners with CSU Chico academic colleges to deliver self-support online programs that serve more non-traditional and professional audiences.

RCE provides marketing services for the self-support online programs and supports the outreach conducted by program directors and faculty advisors. RCE handles all registration, fee collection, course set up, faculty hires, student communication to support retention, and fiscal management of the



program. Our college partners are responsible for academic quality, curriculum, faculty, and program assessment.

## 2.1 CSU CHICO ENVIRONMENTAL SCAN

To help set context for the Proposers, we are providing you with a brief environmental scan of the current technology infrastructure at CSU Chico.

Our current Enterprise/Student Information System is Peoplesoft. The Peoplesoft “image” is customized for the CSU at the Chancellor’s Office level. The campuses also have staff who further those customizations for the campus. <https://www.csuchico.edu/bits/>

Our current Learning Management System is Blackboard Learn. We are not using Ultra yet. We migrated to the SaaS environment December 2019. More information is available, including the current LMS integrations, at this web site: <https://www.csuchico.edu/dlt/>

As a web/video conferencing and communications tool for online delivery, we use the enterprise version of Zoom. The campus also has Zoom rooms.

CSU Chico has a very long history of using rubrics for guiding faculty on course quality. Our current Course Quality Assurance program was created by the California State University. <http://courseredesign.csuprojects.org/wp/qualityassurance/qlt/>

Our current Customer Relationship Management system (CRM) is Salesforce/TargetX. This is a fairly new implementation on campus. <https://www.csuchico.edu/crm/>

CSU Chico’s IT Support Services uses TeamDynamix for their Service Catalog and Knowledge Base. IT is also currently in the implementation stages of Blackboard’s After Hours Help Desk. More information on that coming soon. <https://www.csuchico.edu/itss/>

## 2.2 SCOPE OF SERVICES

CSU Chico is soliciting non-exclusive bids for a Master agreement for Marketing Services and Student Recruiting to help launch multiple degree and non-degree online programs, undergraduate and graduate, through both self-support and state-support (“Future Programs”). For each Future Program where these services are requested, an **Online Program Service Agreement** (“OPSA”) will be negotiated and executed. See attached sample for information.

The successful Supplier will help identify the potential for the market for Future Programs and refine a marketing message that will resonate with potential students. The Supplier will identify best practices that meet the needs of today’s online learner, and steer CSU Chico towards sustainable Future Programs with strong enrollment, broad recognition for quality, a focus on student success, and a reputation for being an outstanding value. The Supplier may then help CSU Chico to execute on this recruitment plan identified in the OPSA. Self-support fees are variable depending on the business model for the program. Additional costs of online student services can more easily be incorporated into the cost of self-support programs. Self-support programs are fully funded by student fees, which can be higher than state-supported tuition if necessary to cover the direct and indirect costs to deliver the program. In this RFP and any subsequent Future Programs, CSU Chico seeks traditional fee-for-service bids. Bids that propose or rely on traditional OPM-style revenue sharing will not be considered.

### **Where are we going and why this RFP?**

CSU Chico is soliciting bids to help the University to launch Future Programs. Some possible Future Programs include:

- a degree completion program in Business Administration
- a degree completion program in Public Health
- a degree completion program in Health Services Administration
- Graduate degree in Data Analytics/Data Science
- Graduate degree in Computer Science

Once under contract, the University will invite a Supplier to submit a proposed OPSA in response to a proposed Future Program. The OPSA will include projected enrollment and revenue targets and will define the services and products necessary to move the program online. The services shall supplement and augment current university services and products with the goal of cost-effective marketing and quality student recruitment.

Services detailed in the OPSA for Future Programs may include the following components:

**Online Program Consulting.** CSU Chico is looking for a business partner that will help us build our capacity and augment our current resources and processes to launch Future Programs. We seek a partner with recent demonstrated success in launching an online programs in the non-profit higher education market. The company will consult CSU Chico leadership on today's trends and best practices and methods that best fit our institution and future students to put Future Programs online.

**Market Research.** Provide robust, technically sound analysis of the market for Future Programs tailored specifically for CSU Chico. This means not just handing CSU Chico a list of broad marketing analyses but deep analyses geared for the particular strengths of CSU Chico and meeting the market demands.

**Marketing and Lead Generation.** Create contemporary messaging and branding for the digital markets, aligned with CSU Chico's strategic plan and program-specific attributes, to generate quality leads. Working closely with university marketing teams, create branding and marketing assets, search engine optimization, paid search strategy, and other digital outreach efforts designed to build awareness of program and generate a flow of qualified global applicants. As needed, construct landing pages, microsites and advertisements.

**Marketing Analytics.** Provide real-time marketing analytics to inform and evaluate overall program efforts including student enrollment, paid search words, campaigns, conversions, etc. Gather on-going data to assist in program and course evaluation and to drive continuous improvements. Analyze lead generation from digital clicks to capturing student prospective profiles. Analyze and report on the most cost-effective marketing models to ensure student fee dollars are going as far as possible.

**Student Recruitment and Enrollment Services.** Provide easy and contemporary technology and workflow processes to manage student recruitment and enrollment. Document contacts with students through a Customer Relationship Management system, qualify student prospects, and counsel students in completing applications for admission. Analyze and report on recruitment and enrollment success, issues, areas for improvement.

**Overall - Institutional Partnership.** Partner with CSU Chico to identify reasonable enrollment milestones and goals and assess Future Programs readiness. We see this as a collaboration to support the success of CSU Chico efforts to provide further educational opportunities to students using the online modality and to do so to the highest capacity. We are looking for providers who know and understand the value of engaging with their clients for true collaboration and are flexible in addressing their clients' needs for the greatest success of the company and CSU Chico.

**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 in the RFP [Schedule of Events](#). 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 [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 PROPOSER**

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 Proposer 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 cancelled 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 Proposer or Proposers 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 Proposers. 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 Service Acquisitions and its supplement ([Exhibit B](#)).
- b. CSU, Chico Request for Proposal 2021-01SR.
- c. Proposer's Proposal

### 3.12 CONTRACT EXECUTION

The selected Proposer or Proposers 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 Service Acquisitions and its supplement ([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 SUBMISSION OF PROPOSALS

3.17.1 Proposals shall be submitted by email to the email address posted in the [Schedule of Events](#).

3.17.2 Proposals must be received no later than the date/time specified

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

### 3.18 PROPOSAL FORMAT AND CONTENT

Proposals must be organized logically with distinctive sections that correspond with the following content requirements. 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 - Signed Proposal Certification (Exhibit D)** An unsigned Proposal Certification will be cause for the proposal to be rejected.

**SECTION B - Responses to Questions (Appendix C)**  
Provide responses to all questions contained in Appendix C. Responses need to be clear and concise to provide the evaluation team enough information to determine compliance with the specification.

**SECTION C - Administrative Documents**

- **Appendix A – VPAT**
- **Appendix B – Security Data Requirements Checklist**
- **Small Business Preference Request form (Exhibit D):** 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 academic colleges, Regional and Continuing Education, Procurement & Contract Services, and Provost's Office.

### 4.2 EVALUATION PROCESS

All proposals will be reviewed and evaluated on the following:

#### Written Response

Compliance with submittal requirements including, but not limited to:

- Bid proposal submittal date/time
- Minimum content and format including answers to Appendix C.

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

Proposals will be evaluated on company leadership, references and overall quality, clarity and concise presentation based on responses to questions in Appendix C – Table of Services. Proposers shall respond to the questions with services they have found to be successful and cost effective for past/current customers and shall include services they are capable of delivering with high quality, confidence, and reliability.

It will be presumed that 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.

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

Rating Phases and Categories	Individual Points
Company leadership and references	50
Online Program Consulting experience, approach, unique/competition strategy, marketing services, lead generation, student acquisition success and methodologies.	800
Overall – Timeline, approach, case study examples, reasonableness of cost	150
<b>TOTAL AVAILABLE POINTS:</b>	<b>1000 Points</b>

### 4.3 APPLICATION OF PREFERENCES

#### • Small Business Preference

If Proposer 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.

Proposers 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 Proposer meeting specifications.

### 4.4 AWARD OF CONTRACT

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

**END OF SECTION IV**

**EXHIBIT A – UNIVERSITY AGREEMENT – SAMPLE**

**AGREEMENT**

AGREEMENT NUMBER	AM. NO.
SUPPLIERS 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

SUPPLIERS'S NAME  
**XX**, hereafter called Contractor,  
 Supplier, Vendor

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

This is a Master Agreement for provision of technology and marketing services for online programs under which California State University, Chico will execute an Online Program Service Agreement (OPSA) which will outline the specific scope of services, timeline, and cost. Contractor agrees to provide such services in accordance with the following documents and Riders, in order of preference, which are hereby incorporated and made part of this Agreement:

- Rider A CSU General Provisions for Service Acquisitions & supplement, consisting of nineteen (19) pages
- Rider B CSU, Chico's Request for Proposal #2021-01SR
- Rider C Supplier's Response to 2021-01SR
- Rider D – Online Program Service Agreement (OPSA) consisting of (1) page

This Master Agreement does not constitute an order for service nor does it obligate the CSU to issue any orders.

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

Contractor shall report to Sara Rumiano, Procurement & Contract Services (530)898-5270 or designee.

The total amount of this Agreement for initial term will vary depending on services requested.

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

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY		SUPPLIER	
<b>CALIFORNIA STATE UNIVERSITY, CHICO</b>			
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Sara Rumiano Chief Procurement Officer and Acting Executive Director of Procurement & Contract Services & Real Estate (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 \$Varies	REQUIRED CHARTFIELD DISTRIBUTION <b>Account Fund Dept ID Program</b>		
TOTAL AMOUNT ENCUMBERED TO DATE \$Varies	OPTIONAL CHARTFIELD DISTRIBUTION <b>Class Proj/Grt</b>		

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

## 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 of such provision. 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 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.

- 5 (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to Contractor in substantially the  
6 same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing,  
7 crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its  
8 assistance in such packing and crating.

### 3. 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 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

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, if any), 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.

### 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.

#### (a) Policies and Coverage.

(1) 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.

(2) 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.

(b) 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. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

(c) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Agreement. The insurance policies shall contain, or be endorsed to contain, the following provisions.

- (1) 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.
- (2) 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.
- (3) Each insurance policy required by this section 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.

(d) Amount of Insurance.

- (1) For all projects, the insurance furnished by Contractor under this Agreement 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.
- (2) 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 for Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:
    - (a) MCS-90 endorsement
    - (b) 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 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 CSU requirements. 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.

(e) 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.

(f) Subcontractor's Insurance.

Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Contract, 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, and approved by the CSU. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.

(g) **Miscellaneous.**

- (1) Any deductible under any policy of insurance required in this Contract shall be Contractor's liability.
- (2) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Contract.
- (3) 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.
- (4) 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.
- (5) The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.
- (6) 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 stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.

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

**21. 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.

**22. 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.

**23. 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 protected 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 protected 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: (1) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- (c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of protected 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.

#### **24. Information Security Requirements**

- (a) Contractor is required to comply with CSU Information Security Requirements as described in Rider A, Supplemental Provisions for General Provisions for Service Acquisitions, attached hereto and by reference made a part of this agreement.
- (b) Information Security Plan  
Contractor is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential CSU data to which they have access. Requirements for the Information Security Plan are described in Rider A.
- (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.

#### **25. 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.

**26. 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. The provisions of this sub-section a) may be revised in a Statement of Work. However, all finished product or deliverables required under this contract shall be the exclusive property of the CSU and may be used at CSU's discretion.

**27. 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 California State Auditor, 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.

**28. 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.

**29. 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.

**30. 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 be awarded a contract for the provision of services, 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.

**31. 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.

**32. 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.

**33. Nondiscrimination**

- 9 (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.

**34. Compliance with NLRB Orders**

Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable 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

**35. 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

**36. 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).

### **37. Recycled Content Certification**

To the extent that services involve the supply of post-consumer materials (see below) Contractor shall certify in writing the minimum, if not exact, percentage of post-consumer 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).

### **38. 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; and
- (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.

### **39. 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. 12101 et 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.

### **40. Debarment and Suspension**

By accepting a contract with the CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (2 Code Federal Regulations [CFR] 180.220, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

### **41. 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.

### **42. 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).

### **43. 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).)

### **44. 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.)

**45. Contractor's Staff**

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

**46. Force Majeure**

(a) Neither Party shall be liable for any failure to perform its obligations under this Contract for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a "Force Majeure Event.").

(b) The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party's performance under this Contract, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Contract.

(c) Notwithstanding any other term in this Contract, including, but not limited to, the foregoing subsections of this section, during the period of a Force Majeure Event affecting performance by Contractor, CSU may elect to do all or any of the following:

- (i) suspend the Contract for the duration of the Force Majeure Event and be relieved of any payment obligation for goods or services not delivered or accepted due to the Force Majeure Event;
- (ii) obtain elsewhere the goods or services not delivered or accepted due to the Force Majeure Event;
- (iii) extend the time for Contractor's performance by a period equal to the duration of the Force Majeure Event; and/or
- (iv) terminate the Contract as to any goods or services not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.

**47. COVID-19**

In the event that CSU considers it necessary or prudent to cancel this Contract due to circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, CSU may do so and be relieved of any further financial obligation, risk, or other liability by providing seventy-two (72) hours prior written notice of cancellation to Contractor. CSU's right to cancel the Contract pursuant to this section shall not be limited or restricted in any manner by any other term or section of this Contract.

**48. Material Change of Circumstances**

The terms of this Contract are based on conditions in existence on the date that Contractor commences performance. In the event of a material change in the conditions that adversely affects the ability of Contractor to perform its obligations, Contractor shall reasonably cooperate with CSU to minimize the impact from such change in conditions on Contractor's performance and shall, if requested by CSU, negotiate in good faith to adjust the terms of this Contract on a mutually agreeable basis to address the impact of such material change in conditions. This provision shall not limit CSU's ability to avail itself of any rights or remedies provided to CSU by law, equity or any other term of this Contract.

The following federally required contract terms shall be binding on the Parties in the event that this Contract constitutes an emergency purchase, to the degree that they are applicable to this Contract and legally required for CSU to secure public assistance and reimbursement pursuant to federal regulations and the Federal Emergency Management Agency (“FEMA”) or any other related Federal funding in relation to this Contract. In the event of any conflict between the terms in this Rider X and any other term(s) of this Contract, the terms in this Rider X shall prevail to the degree that they are applicable and legally required for the CSU to secure FEMA public assistance and reimbursement.

(2 C.F.R. § 200.326; 2 C.F.R., Part 200, Appendix II)

**1. REMEDIES FOR CONTRACTOR’S BREACH** (all contracts in excess of \$250,000)

- 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 or services 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 or service 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. If 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 or services that Contractor agreed to supply.
- d. CSU’s rights and remedies provided in this Section 1 (Remedies for Contractor’s Breach) shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or this Contract.

**2. TERMINATION FOR CAUSE OR CONVENIENCE**

- a. *Termination for Convenience.* CSU has the right to terminate this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.
- b. *Termination for Cause.* CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants contained in this Agreement at the time and in the manner provided in the Agreement. 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.

**3. CLEAN AIR ACT** (all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

- a. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- b. Contractor agrees to report each violation to the CSU and understands and agrees that the CSU will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**4. FEDERAL WATER POLLUTION CONTROL ACT** (all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

- a. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
- b. Contractor agrees to report each violation to the CSU and understands and agrees that the CSU will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **5. DEBARMENT AND SUSPENSION**

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by CSU. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CSU, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **6. PROCUREMENT OF RECOVERED MATERIALS** (all contracts for work involving the use of materials)

- a. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2. Meeting contract performance requirements; or
  - 3. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

#### **7. ACCESS TO RECORDS**

The following access to records requirements applies to this Contract:

- a. Contractor agrees to provide CSU, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- d. In compliance with the Disaster Recovery Act of 2018, the CSU and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**8. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS**

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**9. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**10. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

**11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract

**12. EQUAL EMPLOYMENT OPPORTUNITY**

If the Agreement is for "Construction Work," defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services, the following provision shall apply.

During the performance of this Contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- i. CSU further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
- j. CSU agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- k. CSU further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, CSU agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

If the Agreement is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers (e.g., a contract for construction services), the following provision shall apply.

- a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- c. *Withholding for unpaid wages and liquidated damages.* CSU shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**14. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)**

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- b. If the Agreement is for an amount in excess of \$100,000, Contractor must sign and submit to CSU the certification set forth in Attachment A:



**ATTACHMENT A (EMERGENCY CONTRACTS)**  
**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
CSU Contractor Number

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## 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.

### 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](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 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:**

- Each insurer shall have an A.M. Best (or equivalent) rating of at least A:VII unless otherwise agreed to by the University.
- Original certificates of insurance and policy endorsements are required. Documentation may be faxed, but must be followed via mail with original documents.
- Certificates of insurance and policy endorsements must be approved by the University prior to commencement of services by the Contractor/Vendor/Supplier.
- The Contractor/Vendor/Supplier'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/Supplier'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 CSU Chico 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.

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Contractor/Cons Name (Type or Print)	Signature	Date
Title	Department	CSU Chico ID#

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**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
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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 CSU Chico 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/HRAAdm/pdf2002/HR2002-27.pdf>
- CSU Coded Memorandum HR2003-5 - Requirements for Protecting Confidential Data - Updated <http://www.calstate.edu/HRAAdm/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)

**CSU CHICO APPROPRIATE USE POLICY**

The CSU Chico Appropriate Use Policy is available on the campus web site at:

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

## **PROPOSAL FORM–PROPOSAL CERTIFICATION**

**Submission Form:** a pre-formatted submission form is not provided here; **Respondents are instructed to submit their proposal on their own company letterhead/templates but the following information must be included in the response:**

*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 requirements, terms and conditions of Request for Proposal 2021-01SR for the provision of marketing and recruitment 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 – SMALL BUSINESS PREFERENCE AND  
CERTIFICATION REQUEST**

**BID #:** CSU, Chico RFP #2021-01SR

**PROJECT NAME:** MASTER AGREEMENT FOR MARKETING AND STUDENT RECRUITMENT SERVICES  
**(Proposers 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 PROPOSERS:** Section 14835 *et seq.* of the California Government Code, requires that a five percent preference be given to Proposers 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 Proposer.

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 Proposer: \_\_\_\_\_

Signature of Proposer: \_\_\_\_\_ Date \_\_\_\_\_

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

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



## Appendix C

Please keep responses **BRIEF and to-the-point**, summarizing the information and/or questions in this column.

CSU Chico is soliciting bids to help launch Future Programs, subject to negotiation of a Scope of Work, within twenty-four months of entering into a contract with the successful bidder. We seek a partner with recent demonstrated success in launching and scaling online degree programs in non-profit higher education. The company will consult CSU Chico leadership on today's trends and best practices and methods that best fit our institution and future students to launch Future Programs.

The successful vendor will help CSU Chico's academic colleges and/or Regional & Continuing Education (RCE) to identify the potential for this market and to refine a marketing message that will resonate with potential students. In the OPSA, the vendor will identify best practices that meet the needs of today's online graduate, undergraduate, and certificate learner and steer CSU Chico towards a sustainable program with strong enrollment, broad recognition for quality, a focus on student success, and a reputation for being an outstanding value. The vendor will then help CSU Chico to execute this plan.

### **1. BIDDER/COMPANY PROFILE AND EXPERIENCE**

- a. Please provide a brief company profile.
- b. Provide three Provost or Dean-level references. Name, institution, contact information, and online programs instituted with them. These must be clients who can speak to their experiences with your company within the past 3 years.

### **2. ONLINE PROGRAM CONSULTING -**

- a. Provide a brief overview of your overall steps/approach to working with colleges and universities from beginning to end? This includes managing the relationship, business processes, program and project management, workflow, services, etc.
- b. How many institutions have you assisted putting degree programs online in the last 3 years? Please identify them.
- c. How many online degrees have you assisted marketing in the last 3 years? Which disciplines/degrees?
- d. How many new online degrees are you currently marketing? Which disciplines/degrees?
- e. How have the implementations of those varied?
- f. What makes you more successful than your competitors? Explain how your company differentiates itself from other providers.
- g. Describe any additional experience that would substantiate your qualifications in regard to the high performance of any contract resulting from this RFP.
- h. What is your company's approach when you contract with partner universities competing with each other for the same students and same degree programs?

- i. Please list your existing programs and clients that might compete with CSU Chico.
- j. OTHER: Please briefly provide any additional information about services or expertise regarding any online program consulting.

### **3. MARKET RESEARCH, MARKETING AND LEAD GENERATION -**

- a. Provide an example where your company created contemporary messaging and branding for the digital markets, aligned with CSU Chico's strategic plan and program-specific attributes, to generate quality leads. Working closely with university marketing teams, create branding and marketing assets, search engine optimization, paid search strategy, and other digital outreach efforts designed to build awareness of program and generate a flow of qualified global applicants. As needed, construct landing pages and microsites, and advertisements.
- b. Marketing Analytics. Provide a sample of real-time marketing analytics used to inform and evaluate overall program efforts including student enrollment, paid search words, campaigns, conversions, etc. Gather on-going data to assist in program and course evaluation and to drive continuous improvements. Analyze lead generation from digital clicks to capturing student prospective profiles. Analyze and report on the most cost effective marketing models to ensure student fee dollars are going as far as possible.
- c. Briefly describe your methodology for conducting market research for Future Programs.
- d. Provide examples of market research you have completed for exemplar Future Programs, with a focus on the California market.
- e. Provide examples of how you conduct competitive analysis and describe how you would conduct competitive analysis specifically for CSU Chico.
- f. Please describe your experience (if applicable) with marketing and outreach outside of the United States.
- g. How does your company create messaging and branding aligned with the strategic marketing plan of the University and program-specific attributes?
- h. What type of marketing services would your company provide for Future Programs to generate quality leads?
- i. What experience or areas of strength does your company have in higher education marketing that would lead to strong enrollment growth for CSU Chico?
- j. Does your company engage in cross-selling leads to other partners, with or without consent from the University?
- k. In an appendix, provide examples of your marketing collateral.
- l. Explain how your marketing strategy and execution are different from your main competitors.

- m. Outline the steps you take to develop a marketing campaign for exemplar Future Programs and how that process leads to success. What is your marketing stack/tools used to generate leads?
- n. Discuss your strategies for ongoing improvement and optimization in marketing and lead generation.
- o. What kind of reports and/or analytics do you regularly provide to keep the marketing cost-efficient and effective?
- p. OTHER: Please briefly describe.

#### **4. STUDENT RECRUITMENT AND ENROLLMENT SERVICES –**

- a. Provide easy and contemporary technology and workflow processes to manage student recruitment and enrollment. Document contacts with students through a Customer Relationship Management system, qualify student prospects, and counsel students in completing applications for admission. Analyze and report on recruitment and enrollment success, issues, areas for improvement.
- b. Explain how you process inquiries, answer questions, and send relevant information to prospective online students.
- c. How quick is a typical response to an inquiry? Show your data and explain your methods for ensuring good response time.
- d. What is a typical yield rate for number of inquiries to an actual qualified and enrolled student?
- e. What is your average student acquisition cost for an online student?
- f. How do you coordinate with a campus to provide an accurate and comprehensive response to inquiries?
- g. How do you provide appropriate, intentional contact and guidance to support students in establishing educational goals?
- h. What is your protocol with transfer prospective students and how do you coordinate with the appropriate campus contact to ensure the process was successful?
- i. How do you coach prospective students to be successful in completing their online program?
- j. How do you provide course selection guidance and/or other advising?
- k. Do you provide tools for students to assess their readiness to learn online? (e.g. self-discipline, technical skills, time and place to study, etc.)? If so, what do you provide?
- l. What kind of online orientation and orientation materials do you provide for students?



- m. What technical online documentation do you provide for students? Where do students find those materials?
- n. How do you provide comprehensive and responsive information on the ongoing admissions process? Discuss how you will provide this information to us in a timely and efficient manner.
- o. Explain what kind of financial aid guidance you give?
- p. Do you provide multilingual services ensuring availability during all open business hours?
- q. How do you schedule appointments between students and admissions representatives at our campus?
- r. Describe how contacts with students are substantially documented and how you ensure the data is secure and accurate.
- s. What kind of reports do you regularly provide to alert us of issues and means to improve services?
- t. What procedures do you follow to ensure that prospective students receive accurate information about technical requirements, proctoring requirements, admission requirements, tuition and fees, and University-provided student support services?
- u. What other placement services does the bidder provide?
- v. OTHER: Please briefly describe.

## 5. OVERALL

- a. Provide a project timeline based on the information presented and services proposed. How do you envision an OPSA process taking place, and how much lead time do you need to launch Future Programs?
- b. What is your company's pricing model? List categories as well as startup and ongoing costs by year. In an addendum (no more than 5 pages), provide specific examples of case studies of programs you have implemented and please include pricing.