



CALIFORNIA STATE UNIVERSITY, FULLERTON

Contracts and Procurement

REQUEST FOR PROPOSAL (RFP)

PROPOSAL DATA

RFP Number: RFP HM18011

Title: Online Marketing Services: Mihaylo College
of Business and Economics

Issue Date: January 25, 2019

CSUF Contact: Hector Muniz, Buyer III

Phone: (657) 278-1536
Fax: (657) 278-1569
E-Mail: hmuniz@fullerton.edu

RFP DUE DATE

Date/Time: Tuesday, February 26, 2019,
3:00 PM, PST

Mailing Address: Contracts and Procurement
Attn: Hector Muniz, Buyer III
California State University, Fullerton
2600 Nutwood Ave., Suite 300
Fullerton, CA 92831

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THE CALIFORNIA STATE UNIVERSITY

CALIFORNIA STATE UNIVERSITY, FULLERTON
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SECTION I
INTRODUCTION AND GENERAL PROVISIONS

1.1 INTRODUCTION AND BACKGROUND

California State University Fullerton (CSUF) seeks an experienced marketing consulting firm that will provide online search marketing services/pay-per-click (PPC). CSUF desires to contract a marketing consulting firm that will perform a variety of specialized online marketing functions, while offering innovative and cost-effective suggestions. This includes advertising on a variety of online platforms, including but not limited to Google, Microsoft and Facebook Properties.

1.2 CALIFORNIA STATE UNIVERSITY

The California State University (CSU) is the largest system of higher education in the nation, the most diverse, and one of the most affordable university systems in the country. The CSU system is comprised of twenty-three (23) campuses statewide and the Office of the Chancellor located in Long Beach. The Office of the Chancellor (CO) is the system wide executive office of the CSU. The CSU is governed by a 25-member Board of Trustees, the majority of which are appointed by the Governor.

1.3 CALIFORNIA STATE UNIVERSITY, FULLERTON

California State University, Fullerton (CSUF) is a comprehensive university located in Orange County, and serves as an intellectual and cultural center for the entire region. Accredited by the Western Association of Schools and Colleges, Cal State Fullerton is ranked fifth among "Top Public Regional Universities" in the West (by U.S. News and World Report); eighth in the nation for the number of bachelor's degrees awarded to underrepresented students (by Diverse: Issues in Higher Education); and 14th in the nation among master's-level universities contributing to the public good (by Washington Monthly).

1.4 TERM OF SERVICES

The term of services shall be from receipt of a fully executed agreement through March 31, 2022, with the option of two additional one-year extensions at the sole discretion of the University.

1.5 QUESTIONS

Any questions, interpretations, or requests for clarifications, of either an administrative or technical nature regarding this RFP must be submitted to yshenefield@fullerton.edu and hmuniz@fullerton.edu with a reference to "RFP HM18011 in the subject header and be received prior to the Question Deadline in order to be considered. Questions received prior to the Question Deadline which do not reference "RFP HM18011" in the header may not receive a response. Questions received after the Question Deadline will not receive a response.

If a question contains the appropriate header reference, is received before the Question Deadline

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INTRODUCTION AND GENERAL PROVISIONS**

stated herein, and is deemed to require a response which is more than simply a reference to an item contained in the RFP, it will be addressed publicly in writing via written addendum/a posted to www.fiscal.ca.gov. Any oral statement concerning the meaning or intent of the contents of this RFP by any person is both unauthorized and invalid. **The Question Deadline for receipt of all questions as noted in Section II Schedule of Events.**

1.6 SUBMITTAL OF PROPOSALS

The University will receive proposals no later than the time and date indicated in this RFP solicitation. One sealed envelope and/or package shall be marked "RFP HM18011 Online Marketing Services: Mihaylo College of Business and Economics."

It is the Proposer's responsibility to ensure that the proposals are received at the correct time and place. Mistakes or delays in the mail or other means of delivery employed by the Proposer are the responsibility of the Proposer. **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

1.7 WITHDRAWAL OF PROPOSALS

A proposal package may be withdrawn after its submission by written request signed by the Proposer or authorized representative, prior to the time and date specified for proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

1.8 COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by the RFP provisions. A proposal may be rejected if conditional or incomplete. Proposals which contain false or misleading statements, or which provide references that do not support an attribute(s) or condition(s) claimed by the Proposer, may be rejected. All statements made by a Proposer shall also be without ambiguity and with adequate elaboration where necessary for clear understanding.

1.9 ADDENDA

The University may modify this Request for Proposal or any of its contents or attachments, prior to the date fixed for submission of proposals by issuance of an addendum posted on fiscal. Addenda will be numbered consecutively.

1.10 ALTERNATIVE PROPOSALS

Only one proposal consisting of separate technical and cost packages/envelopes, is allowed per Proposer. Multiple proposals will result in the rejection of all proposals submitted by the Proposer.

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1.11 COST OF PROPOSAL

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to California State University, Fullerton.

1.12 REJECTION OF PROPOSALS

The University reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received. The University's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if Proposer is awarded an Agreement. Proposals which include terms and conditions other than the University's terms and conditions, may be rejected as being non-responsive.

The University may make investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish all such information and data for this purpose as requested by the University.

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 such Proposer is properly qualified to carry out the obligations of the Agreement and to complete the work as specified.

1.13 CANCELLATION OF RFP

This solicitation does not obligate California State University, Fullerton, to enter into an Agreement. The University reserves the right to cancel this RFP at any time, for any reason deemed in the best interests of the University. No obligation either expressed or implied, exists on the part of the University to make an award or to pay any cost incurred in the preparation or submission of a proposal.

1.14 CONFIDENTIALITY AND DISPOSITION OF PROPOSALS

Proposers are advised that the University is a public agency subject to public disclosure laws. A bid document becomes a public record once it is opened and a determination of the lowest responsible and responsive bidder has been made. (Pub. Cont. Code § 10780).

Proposals received in response to this RFP shall be held in the strictest confidence until a Contract is authorized. Once a Contract has been authorized, the University reserves the right to make use of any information and/or ideas contained in the submitted proposal(s) except that which would legally qualify as confidential or proprietary data.

In the event that this RFP is cancelled, the University may elect to either return all proposals or to destroy all proposal documents, at its sole discretion.

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INTRODUCTION AND GENERAL PROVISIONS

1.15 NON-ENDORSEMENT

Once a proposal is accepted and an award is made, the successful Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement which state or imply CSU endorsement of Proposer's services.

1.16 NON-COLLUSION AFFIDAVIT

By signing the proposal Cover Letter, Proposer hereby certifies that: 1) the proposal is not made in the interest of, or on behalf of, any undisclosed party; 2) the proposal is genuine and not collusive, false, or sham; 3) the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal and has not directly or indirectly agreed with any Proposer or anyone else to submit a false or sham proposal, or to refrain from bidding; and 4) the Proposer has not in any manner, directly or indirectly, sought to fix any overhead, profit, or cost element of the RFP, or that of any other Proposer, or to secure any advantage against the public body awarding the Contract.

1.17 CSU GENERAL PROVISIONS AND INSURANCE

Proposer agrees to provide services in accordance with the CSU General Provisions for Service Acquisitions, attached herein as Attachment A. Receipt of documentation of compliant insurance coverage in the amounts and of the types indicated in Attachment A #18 will be required prior to authorization of any Contract that results from this RFP.

1.18 REMEDIES FOR NON-PERFORMANCE

If, in the opinion of the University, the Contractor is either non-compliant with Contract specifications or demonstrates non-performance of a specific assignment or assignments as described in the Contract, the Contractor shall immediately remedy such non-performance upon notification by the University or be subject to termination in accordance with Contract provisions.

1.19 SMALL BUSINESS PREFERENCE

The State of California requires agencies to provide a five percent (5%) preference when awarding agreements to small businesses or a non-small business that commits twenty-five percent (25%) of the agreement value to a certified small business. The five percent (5%) certified small business preference shall not exceed \$50,000.00 in accordance with G.C. 14835 et seq. Only small businesses certified by the Office of Small Business and DVBE Services (OSDS are eligible to receive the preference).

In solicitations where an award is to be made to the lowest responsive bidder, the preference is applied by factoring 5 percent of a non-small business low bid total and subtracting this amount from the small business bid total.

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Proposers wishing to claim the Small Business Preference must comply with and complete the Small Business Preference Form (Attachment B).

1.20 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

California state law requires that its state agencies achieve a minimum of three percent (3%) participation for disabled veteran business enterprises (DVBE) in state agreements. For this RFP solicitation, the minimum three percent (3%) requirement is waived.

Proposer is referred to Attachment C, Disabled Veteran Business Enterprise documentation package. The following DVBE incentives are offered.

Proposed DVBE Participation Level	DVBE Incentive %
4% to 4.99%	1%
5% to 5.99%	2%
6% to 6.99%	3%

The minimum incentive a qualifying Proposer can receive is one percent (1%). The combination of preferences with a DVBE incentive cannot exceed ten percent (10%) or \$100,000, whichever is less. A non-small business cannot displace a California certified small business from the top-ranked position due to application of preferences or incentive.

1.21 DISPUTES, FAIR COMPETITION, ERRORS, AND OMISSIONS

The University encourages all Proposers to resolve issues regarding the requirements of this RFP or the procurement process through written correspondence and discussions. The University strives to foster cooperative relationships and to reach fair and objective resolutions in a timely manner.

In the event a Proposer believes this RFP solicitation is either unfairly restrictive, ambiguous, or contains conflicting provisions, discrepancies, omissions, or other errors, Proposer is required to immediately notify the University of such concern in writing, including email, prior to the RFP Deadline. As previously noted, modifications to RFP requirements and responses to valid questions, if any, will be issued via written addendum/a and publicly posted at www.fiscal.ca.gov.

A failure of the Proposer to notify the University of any concerns relating to the RFP requirements or any addendum/a prior to the RFP Deadline will be deemed a waiver of the Proposer's right to protest the requirements of the RFP and Proposer shall submit a proposal at its own risk. Upon finalization of an Agreement, no Proposer shall be entitled to either additional compensation or time by reason of any error or its later correction.

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1.22 PROTESTS

A Proposer wishing to submit a protest after the Notice of Intent to Award has posted shall express its intent to do so within five (5) business days upon issuance and posting of such notice on www.fiscal.ca.gov. Within ten (10) calendar days after expressing its intent to protest the award of a contract, the protesting Proposer must submit a full and complete written statement specifying the grounds for the protest and the facts in support thereof. Protest must be sent by certified or registered mail or delivered in person to the Director of Contracts and Procurement, or designee, to California State University, Fullerton, 2600 Nutwood Ave., Ste. 300, Fullerton, CA 92831. Authority to protest is limited to Proposers who have submitted a qualified proposal.

The Director of Contracts and Procurement or designee shall perform a complete review of the protest and render a decision in writing to the protesting Proposer within a reasonable period of time following the receipt of the detailed statement of protest. **THE DECISION OF THE UNIVERSITY IS FINAL.**

1.23 EXECUTION OF AGREEMENT

An Agreement, if issued, shall be signed by the awarded Proposer and returned, along with the required attachments to the University within ten (10) calendar days from receipt of Agreement package. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until approved by the appropriate University officials. Any work performed prior to receipt of a fully executed Agreement shall be at the Proposer's own risk.

1.24 TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

It is the policy of the CSU to grant preference to California-based companies submitting bids or proposals to the State for goods to be produced or services performed at worksites in distressed (as defined in Government Code 4532) areas by persons with a high risk of unemployment when the contract is for goods or services in excess of \$100,000. The 5% preference is applicable only to contracts awarded on the basis of lowest responsible bidder meeting specifications.

1.25 SECURITIES EXCHANGE ACT COMPLIANCE - SCRUTINIZED COMPANY

PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. The University will not accept proposals from nor will it contract with any company designated as a "scrutinized company," as defined under this statute and any related statutes, by the Federal Government for goods or services. **By submitting a proposal, Proposer certifies that it is not a scrutinized company as defined therein.** False certifications shall cause the proposal to be voided/rejected.

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1.26 CERTIFICATION OF COMPLIANCE WITH IRAN CONTRACTING ACT

PCC sections 2202 et seq., the Iran Contracting Act of 2010, establish restrictions against contracting with any Proposer that provides/d specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. If Proposer is submitting a proposal in excess of \$1 million, Proposer certifies that it is not a financial institution extending credit to an ineligible vendor on the list published by the California Department of General Services on the web site: <http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf> (PCC § 2204). The Act includes certain exceptions (PCC § 2203(c)).

1.27 THE CONGO - SECURITIES EXCHANGE ACT

PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. California State University, Fullerton will not accept bids or proposals or contract for goods or services related to products or services from companies designated as a “scrutinized company” by the Federal Government. **By submitting a proposal, Proposer certifies that it is not a scrutinized company as defined therein.** False certifications shall cause the proposal to be voided/rejected.

1.28 DARFUR CONTRACTING ACT - SCRUTINIZED COMPANY

PCC sections 10475 et seq., the Darfur Contracting Act of 2008, established restrictions against contracting with any Proposer conducting certain types of business in Sudan. The Act sets forth criteria to determine if a Proposer is a “scrutinized company” as defined therein and any such company would then be ineligible to bid on or submit a proposal for State contracts.

By submitting a proposal, a Proposer that has conducted business activities outside of the United States within the previous three years certifies either that Proposer is not a scrutinized company, as defined, or that Proposer has demonstrated that Proposer obtained permission under the statute (PCC § 10478, § 10477(b)). False certifications shall cause the proposal to be voided/rejected (PCC § 10479).

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SECTION I
INTRODUCTION AND GENERAL PROVISIONS

1.29 AWARD AND EXECUTION OF AGREEMENT

An award, if any, will be made to the Proposer whose submittal best complies with all the requirements of this RFP, any Addenda, and the highest number of points awarded at the end of the evaluation. Evaluation methodology and basis for award are outlined in Section V, Evaluation and Selection Criteria.

A Notice of Intent to Award will be publicly posted for five (5) consecutive business days on www.fiscal.ca.gov prior to initiation of Agreement. Individual written notification may not be made to unsuccessful Proposers.

An Agreement, if issued, shall be signed by an authorized agent of the Awarded Proposer and returned, along with the required attachments, to the University within ten (10) calendar days from receipt of the Agreement package. The period for return of the appropriately authorized Agreement package may be modified by mutual agreement of the University and Awarded Proposer. Agreements are not effective until approved by the appropriate University official(s). Any billable work performed by Awarded Proposer prior to receipt of a fully authorized Contract shall be at the Awarded Proposer's own risk.

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SECTION II
SCHEDULE OF EVENTS

<u>ACTION OR DEADLINE</u>	<u>Date</u>
Release of Request for Proposal (RFP)	Friday, January 25, 2019
Last Day to Submit Questions	Wednesday, February 13, 2019, 5:00 PM, PST
Last Day to Post Addendum/a	Tuesday, February 19, 2019, 5:00 PM, PST
RFP Due Date	Tuesday, February 26, 2019 3:00 PM, PST
<hr/>	
Interviews for the 2 Highest Scoring Proposers	Monday March 11, 2019 or Tuesday March 12, 2019, times TBD
Notice of Intent to Award	Wednesday, March 13, 2019
Contract Award	Thursday, March 21, 2019
Commencement of Services	Tuesday, April 2, 2019

Notes:

Dates up to and including the RFP Deadline may be adjusted upon advance written notice posted to www.fiscal.ca.gov.

Any adjustment to Dates listed after the RFP Deadline may occur without written or posted notice.

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SECTION III
SCOPE OF WORK

3.1 SCOPE

The contracted firm will perform a variety of specialized online marketing functions, including targeted search, display, and social media campaigns, on all relevant platforms including, but not limited to, Google properties, Microsoft properties, and Facebook properties, to promote college's graduate programs. Annual Campaigns cost will include all set up and management fees. We expect active management, optimization and timely reporting of each campaign to achieve a balance of costs and conversions. In addition, we expect innovative and cost-effective suggestions that will lead to the achievement of long-term goals that will be collaboratively decided upon by college representatives and the contracted firm with adjustments as needed.

1. Campaign strategy, advising and implementation on the most appropriate online advertising platforms (search, social media, etc.) to promote the college's graduate programs.
 - a. Please describe the strengths and weaknesses of the three most frequently used search and social media platforms employed by your company to achieve client goals.
2. Ad creation in coordination with college representatives.
 - a. Please provide two examples of content from past campaigns run for clients in higher education or the non-profit sector.
3. Campaign optimization, including content recommendations for both ad content and landing pages.
 - a. Please provide two examples of situations in the past in which you have offered suggestions to clients in order to refine landing pages and website content to improve the efficacy of digital ads and SEO.
4. Routine analysis and reporting of results per campaign.
 - a. Please provide two examples of your reporting capabilities as well as a list of analytical data available for inclusion in your reports. Include a description of report accessibility, frequency options, and options for customized reports.

In addition to the minimum requirements noted above, please detail any other value-added services that would be available but not specifically addressed above.

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**SECTION IV
PROPOSAL COST SHEET**

4.1 PROPOSAL COST SHEET

This Proposal Cost Sheet shall reflect costs necessary to successfully complete the Scope of Work including all Deliverables as defined in Section III, Scope of Work, of this RFP. All costs shall be firm and fixed for the duration of the 3 years. No add-ons will be permitted an incomplete Proposal Cost Sheet shall be grounds for voiding the proposal.

Based on the Scope of Work, please provide your proposal for a three (3) year term and itemize the cost for the following:

Itemized Cost	Year 1	Year 2	Year 3	3 Year Total
1. Campaign Initiation and Setup Fee				
2. Monthly Management Fees (N x 12)				
3. Other Fees and Mark Ups (Specify)				
<u>Total Cost</u>				
Project Media Spend (Optional)				

Only the total cost of items 1 through 3 in the 3-Year Total are included in calculating the Cost points as identified in Section V, Evaluation and Selection Criteria.

The University will not reimburse travel costs associated with performance of services resulting from this RFP.

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**SECTION IV
PROPOSAL COST SHEET**

Costs shall include all components referenced in this RFP solicitation whether or not specifically included in Proposer's proposal.

4.2 ADDENDA ACKNOWLEDGMENT

We acknowledge the receipt of addenda number(s) _____

4.3 PROPOSAL COST CERTIFICATION

I hereby certify that the Proposal Cost Sheet included in this proposal are both valid and complete for performance of the work set forth in the above referenced Request for Proposal, and that such work will be carried out in accordance with the established terms and conditions upon issuance and acceptance of a Contract.

Print Name

Title

Signature

Date

Official Company Name

Year Est.

Federal Tax I.D. Number

Company Address

City

State

Zip Code

Email Address

Telephone Number

Organization Type (check one):

Corporation (any type) _____ Partnership* _____ Sole Proprietor _____

*Please make copies of this page and include a completed, signed page for each partner. The Cover Letter must include all partner names in order for the proposal to be considered.

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**SECTION V
EVALUATION AND SELECTION CRITERIA**

5.1 GENERAL

An evaluation committee comprised of University personnel will be assigned to review and evaluate all proposals and assign points according to the selection criteria categories outlined in this section. Accepted proposals shall be reviewed to verify that all RFP requirements have been met. Proposals that have not followed the prescribed format, do not meet minimum content and quality standards, or take unacceptable exceptions to the CSU General Provisions, will be identified as being non-responsive and will not be considered for evaluation or selection.

5.2 EVALUATION AND SCORING CRITERIA

Each qualified proposal shall be evaluated and scored according to the categories listed below. Significant consideration will be given to Proposers that specialize in digital advertising, SEO, and campaign management versus Proposers that engage in creative work as their primary practice. Award shall be made to the Proposer receiving the highest total number of assigned points. A maximum total of **200 points** is available for each finalist, as detailed below.

5.2.1 QUALIFICATIONS/EXPERIENCE

40 Points

Proposers are required to have a U.S. Employer Identification Number or Taxpayer Identification Number, and the selected Proposer shall be required to submit a completed Vendor Data Record Form certifying its authority to conduct business in the State of California, if not already completed. California Certified Small/Micro Businesses and Disabled Veteran Business Enterprises are strongly encouraged to submit a proposal, if qualified.

Proposer must provide evidence of an accomplished record spanning a minimum of five (5) years conducting digital advertising, SEO, and campaign management in higher education and/or for not-for-profit organizations. Proposer is required to:

- outline its experience in conducting research specific to the goals of this project;
- provide information about the specific experience and qualifications of the individuals that would be assigned to the University project.

5.2.2 PROPOSER'S RESPONSE TO SCOPE OF WORK

80 Points

This category will evaluate the Proposer's response to the Scope of Work and demonstrated overall understanding of the goals set forth. Proposal shall reflect a well-documented and detailed understanding of the project objectives.

Proposer must provide a reasonably specific description of the methodology that will be used in achieving the stated deliverables contained in this RFP including the anticipated needs from and expectations of the University to make the project a success and the proposed timeline for campaign initiation and startup.

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**SECTION V
EVALUATION AND SELECTION CRITERIA**

1. Please describe the strengths and weaknesses of the three most frequently used search and social media platforms employed by your company to achieve client goals. **(20 Points)**
2. Please provide two examples of content from past campaigns run for clients in higher education or the non-profit sector. **(20 Points)**
3. Please provide two examples of situations in the past in which you have offered suggestions to clients in order to refine landing pages, and website content to improve the efficacy of digital ads and SEO. **(20 Points)**
4. Please provide two examples of your reporting capabilities, as well as a list of analytical data available for inclusion in your reports. Include a description of report accessibility, frequency options, and options for customized reports. **(20 Points)**

5.2.3 COST

50 Points

This category awards points based on the **Total Cost** for year 3 indicated on Section IV Proposal Cost Sheet. The Total Cost shall be a firm, not to exceed price for completion of the Scope of Work including all deliverables. The proposal with the lowest 3 Year Total Cost shall receive the maximum number of points in this category. This will cover all three itemized cost as outlined in Section IV, Proposal Cost Sheet. Points shall be determined by dividing the lowest proposal price by the relative proposal price and multiplying by the maximum points available as follows:

$$\frac{\text{Lowest Proposal Price}}{\text{Proposal Price}} \times 50 = \text{Points Awarded}$$

5.2.4 REFERENCES

15 Points

Provide information on a minimum of three (3) references on previous projects that demonstrate experience and expertise on Attachment D, Reference Form.

5.2.5 INTERVIEWS

15 Points

The University will invite the top two (2) Proposers with the highest overall points for the four previously noted categories (i.e. 5.2.1, 5.2.2, 5.2.3 and 5.2.4) for an interview, which will be held either on-campus or by video conference. The interview process shall not result in the disclosure from one Proposer to another of any information derived from the proposals. Each Proposer shall be solely responsible for all costs associated with its interview.

5.3 AWARD

Award, if any, will be made to the Proposer receiving the highest overall point score by the University at its sole discretion. **THE DECISION OF THE UNIVERSITY IS FINAL.**

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**SECTION VI
PROPOSAL INSTRUCTIONS AND FORMAT**

6.1 INSTRUCTIONS

Proposer must respond completely to all information requested and proposals should be prepared in such a way as to provide straight forward, concise delineation of capabilities to satisfy the requirements of the RFP. Responses should emphasize Proposer's demonstrated capability to perform the work.

6.2 NUMBER OF COPIES

Proposer shall provide one (1) original proposal (marked as such) and an electronic copy (exact duplicate of the original copy) on (USB).

6.3 DELIVERY OF PROPOSALS

Sealed proposals must be received in the Contracts and Procurement Office no later than the date and time specified on the cover page. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Bids shall be labeled and submitted to:

**(CSU, Fullerton) Online Marketing Services: Mihaylo College of Business and Economics
RFPHM18011**

Hector Muniz, Buyer III
California State University, Fullerton
Contracts and Procurement
2600 Nutwood Avenue, Suite 300
Fullerton, CA 92831

Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. Delays due to various methods used to transmit the proposal, including delays by University internal mailing system, will be the responsibility of the Proposer. Delays due to inaccurate directions given, even if by University staff, shall also be the responsibility of the Proposer.

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SECTION VI
PROPOSAL INSTRUCTIONS AND FORMAT

6.4 TECHNICAL PROPOSAL FORMAT

Technical Proposals shall adhere to the following format and must be divided into the individual sections listed below, indexed and tabbed.

6.5.1 Cover Letter

The cover letter shall include a brief statement of intent to perform the services, qualifications for selection and signature of an authorized officer of the firm who has legal authority in such transactions.

The cover letter must, at a minimum, contain the following:

- Identification of Proposer firm including name, address, phone and email address
- Official company name, the year established and Federal Tax Identification Number
- Identification of Organization Type; Corporation type, Partnership, Sole Proprietor or other. **If Organization is a Partnership**, provide copies and include a completed, inked signed page for each and every partner
- Name, title, address, phone, and email address of authorized officer of the firm and contact person during proposal evaluation
- Acknowledgement of all addendum/ a
- A statement that the offer and all pricing shall remain valid for a period of not less than 60 days from the date of submittal
- Inked signature of a person authorized to make the proposal offer on behalf of the Proposer and in accordance with the CSU General Provisions for Service Acquisitions (Attachment A). **Unsigned proposals shall be rejected.**

6.5.2 Table of Contents (Tab 1)

Provide a table of contents identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

6.5.3 Exceptions to Terms and Conditions (Tab 2)

Any and all exceptions to the RFP terms and conditions must be listed on an item-by-item basis and cross-referenced with the RFP document. **If there are no exceptions, Proposer must expressly state that no exceptions are taken to the RFP terms and conditions.**

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SECTION VI
PROPOSAL INSTRUCTIONS AND FORMAT

6.5.4 Qualifications/Experience (Tab 3)

Provide a company profile to include company history and growth, number of employees, bios of officers/ partners, and a complete listing of services offered.

6.5.5 Response to Scope of Work (Tab 4)

Proposer shall include all relevant online marketing capabilities as mentioned in Section III, Scope of Work.

6.5.6 Cost (Tab 5)

Proposer must include the completed Proposal Cost Sheet, Section IV.

6.5.7 References (Tab 6)

Provide information on a minimum of three (3) references on previous projects that demonstrate experience and expertise on Attachment D, Reference Form.

6.5.8 Small Business and DVBE Documentation (Tab 7)

Proposer's Small Business and DVBE Documentation shall be inserted under this Tab

6.5.9 Appendices (Tab 8)

Information considered by the Proposer to be pertinent to this project, which has not been specifically solicited in any of the above-mentioned sections may be placed in a separate appendix for possible consideration by the University.

**CSU GENERAL PROVISIONS
FOR
SERVICE ACQUISITIONS
Revised 10/15/14**

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1. Commencement of Work

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

2. Contract Alterations & Integration

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

3. Severability

Contractor and CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability 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.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

13. Cancellation

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

14. Termination for Default

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

15. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- (b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.
- (c) In the 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 a 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. 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 Bureau of State Audits, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

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

- (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 Sweatfree 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.

SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

(Bidders requesting a 5% Small Business Preference must sign below and enclose this form with their bid/proposal.

If your firm is not claiming the small business preference, **do not submit this form with your bid/proposal.**

Project No. _____

Project Name _____

The undersigned hereby requests the small business preference and further certifies under penalty of perjury, that the firm still meets the requirements of the California Code of Regulations, Title 2 section 1896 *et seq.*

NOTICE TO ALL BIDDERS: The California Government Code, section 14835 *et seq.* requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in California Code of Regulations, Title 2 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. **Please indicate by checking the box below whether your firm is claiming the preference and is a Small Business.** Small Business

OR

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

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

IMPORTANT NOTICE (Read before signing)

The "Small Business Preference and Certification Request" **must be signed** in the same name style in which the bidder is licensed by the Contractors State License Board. Bidders bidding jointly or as a combination of several business organizations are specially cautioned that such bidders must be jointly licensed and approved in the same form and style in which the bid is executed.

Legal Name Style of Bidder(s): _____

Signature of Bidder: _____ Date _____

In the event the bidder has received assistance in obtaining bonding for this project, it shall set forth below the name and nature of the firm providing such assistance. Should the firm be listed as a subcontractor, bidder shall set forth the percentage of the contract to be performed by the subcontractor.

Name of Firm: _____ Is Firm a Listed Subcontractor? YES-Percentage _____ NO

Special attention is directed to California Code of Regulations, Title 2 section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
Disabled Veteran Business Enterprise (DVBE) Participation Requirement

I. STATEMENT OF DVBE PARTICIPATION GOAL REQUIREMENT

State law requires that state agencies achieve a goal of three (3) percent participation for disabled veteran business enterprises (DVBE) in state contracts.

Read this document carefully. Failure to comply with the DVBE requirement may cause your bid to be deemed nonresponsive and your firm ineligible for award of this contract.

II. DEFINITIONS

The following definitions have general applicability throughout this document.

- A. **Trustees** as used herein, means the Board of Trustees of the California State University and includes any division or campus thereof which has been delegated the authority to enter into contracts on behalf of the Trustees, and any person acting under authority of such delegation.
- B. **Bidder** as used herein means any person or entity making an offer or proposal, competitively or non-competitively, for the purpose of securing the awarding or letting of a contract by the Trustees.
- C. **Disabled Veteran** as used herein means a veteran of the military, naval or air services of the United States with at least a 10 percent service-connected disability who is a resident of the State of California.
- D. **Disabled Veteran Business Enterprise (DVBE)** as used herein means a business concern certified by the Office of Small Business and DVBE Services Certification Programs.

III. SATISFACTION OF THE DVBE PARTICIPATION GOAL REQUIREMENT

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

A. DVBE Participation Goal Attainment

The three (3) percent Disabled Veteran Business Enterprise (DVBE) Participation Goal is attained when:

- (a) The bidder is not a DVBE and is committed to use DVBEs for not less than three (3) percent of the contract dollar amount; or
- (b) The bidder is a DVBE and committed to performing not less than three (3) percent of the contract dollar amount with its own forces or in combination with those of other DVBEs.

B. **Approved Utilization Plan**

1. **General**

In satisfaction of the DVBE participation goal requirement, State law permits bidders bidding on contracts for materials, supplies, or equipment, including electronic data processing (“EDP”) goods and services to submit a DVBE Utilization Plan that has been approved, prior to the final bid due date, by the California State Department of General Services (DGS) Procurement Division in Sacramento. For more information contact DGS. Also see their internet site: <http://www.pd.dgs.ca.gov/Publications/utilization.htm> .

AN APPROVED UTILIZATION PLAN MAY NOT BE USED TO SATISFY THE DVBE PARTICIPATION GOAL REQUIREMENT FOR ANY PUBLIC WORKS CONTRACT.

IV. **DVBE PARTICIPATION GOAL DOCUMENTATION REQUIREMENTS**

A. **General**

The bidder must clearly document how it intends to meet the DVBE participation goal requirement by completing the required forms and (if appropriate) disclosing any relevant information about their planned use of DVBE’s.

B. **Required Documentation**

The DVBE documentation forms that must be completed are as follows and instructions for completing the required forms correctly are included to assist the bidder.

1. **DVBE Transmittal Form**

Bidders must fill out and attach the DVBE Transmittal Form as a cover sheet to the required documents and submit it and the additional required documentation within the timeframe specified in the bid solicitation, or if not specified therein, within a timeframe otherwise designated by the Trustees. All requested DVBE documentation must be completed on the forms provided and submitted with the DVBE Transmittal Form.

2. **Summary of Disabled Veteran Owned Business Participation (Attachment 1)**

Attachment 1, Summary of Disabled Veteran Owned Business Participation, must be completed showing the type of work and company proposed for DVBE participation, their subcontractors (if any), and other related information. Complete the form providing the information as follows:

- (a) **Company Name** - list the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, its name must also be listed to receive participation credit.
- (b) **Nature of Work** - identify the proposed work or service to be provided by the listed company.

- (c) **Contracting With** - list the name of the department or company with which the company listed is contracting.
 - (d) **TIER** - the contracting tier should be indicated with the following level designations:
 - 0 = Prime contractor;
 - 1 = First tier subcontractor/supplier;
 - 2 = Second tier subcontractor/supplier of first tier subcontractor/ supplier;
 - 3 = Third tier subcontractor/supplier of second tier subcontractor/ supplier; etc.
 - (e) **Claimed DVBE Value** - the total dollar amount of the value claimed by a disabled veteran business enterprise.
 - (f) **Percentage of Contract** - compute the percentage (%) the claimed DVBE value is of the total contract dollar amount.
 - (g) **DVBE Certification** - The bidder must include one copy of the DVBE certification letter from the Office of Small Business Services and DVBE Services Certification Programs for each DVBE firm listed on the Summary of Disabled Veteran Owned Business Participation.
3. **Bidder's Certification (Attachment 2)**

The bidder must sign and include **the Bidder's Certification**, certifying that each firm listed on the Summary of Disabled Veteran Owned Business Participation (Attachment 1) complies with the legal definition of DVBE.

C. **Timeframe for Submitting Documentation**

The DVBE participation documentation must be submitted within the timeframe specified in the bid solicitation, or if not specified therein, within a timeframe otherwise designated by the Trustees. Failure to submit full and accurate documentation within the specified or designated timeframe will result in your firm being deemed non-responsive, and thus ineligible for award of the contract.

V. **USE OF PROPOSED DVBE**

If awarded the contract, the successful bidder must use the DVBE subcontractors and/or suppliers proposed in its bid proposal unless it has requested substitution and has received approval of the Trustees in compliance with the Subletting and Subcontracting Fair Practices Act.

Failure to adhere to at least the DVBE participation proposed by the successful bidder may be considered a material breach of the contract and cause for contract termination and recovery of damages under the rights and remedies due the Trustees under the default section of the contract.

VI. **REPORTING OF DVBE UTILIZATION**

If awarded the contract the successful bidder shall report to the campus, on a periodic basis established in the contract, the dollar amount of DVBE participation.

VII. ADDITIONAL DVBE INFORMATION SOURCES

- A. For more information regarding DVBE certification, copies of directories or for general DVBE information, contact:

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

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

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

Email: osdchelp@dgs.ca

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

VIII. CONTRACT AUDITS

Contractor agrees that the Trustees or its delegate will have the right to obtain, review, and copy all records pertaining to performance of the contract, including but not limited to reports of payments made to subcontractors during the term of a contract. Contractor agrees to provide the Trustees or its delegate with any relevant information requested and shall permit the Trustees or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this contract.

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Disabled Veteran Business Enterprise (DVBE) Participation Requirement

DVBE Transmittal Form

The DVBE Transmittal Form is to be attached and used as a cover sheet for the required DVBE documentation that must be submitted within the time frame specified in the bid solicitation.

Campus: _____

Project Name: _____

Project Number: _____

Bid Date: _____

Name of Contractor Submitting Bid: _____

Please check off the following to insure you have included them in your documentation:

___ Attachment 1: Summary of DVBE Participation

___ Attachment 2: Bidder's Certification of DVBE Status of Subcontractors and Suppliers

___ Attachment of Any Additional Supporting Documentation

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Attachment 1

SUMMARY OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION

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

I declare under penalty of perjury, under the laws of the State of California, that the information herein is true and correct to the best of my knowledge.

Executed on: _____, at _____ in the state of _____
Date City

 Signature of Contractor or Authorized Agent

 Project Name

 Project Number

 Printed Name

 Firm Name

 Telephone

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Attachment 2

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

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

Date

Signature of Authorized Agent

Title

CALIFORNIA STATE UNIVERSITY, FULLERTON
REQUEST FOR PROPOSAL HM18011

ATTACHMENT D

REFERENCE FORM

Provide three (3) references of projects within the last three years that are similar in scope and best illustrate the experience of the vendor.

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
PROJECT DESCRIPTION:		

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
PROJECT DESCRIPTION:		

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
PROJECT DESCRIPTION:		