

# Privacy Notice

Last Updated: October 29, 2020

## Online Privacy Notice

San Francisco State University respects your privacy and is committed to protecting it to the extent possible, subject to applicable state and federal law, through our compliance with our privacy policies and this Privacy Notice.

This Notice applies to the information that we collect when you visit the San Francisco State University main website [www.sfsu.edu](http://www.sfsu.edu) and other websites that we own or control, and on which we have linked or referred to this Notice (together, the “Sites”). This Notice describes how this information is collected, processed, maintained, protected, and disclosed. Unless otherwise indicated on a specific Site, the California State University is the data controller for all information collected under this Notice. Contact information for the CSU is listed at the end of this Notice.

This Notice does not apply to information collected from or about current or former employees, contractors, volunteers, and other workers at San Francisco State University as part of their employment or working relationship with San Francisco State University.

Except as specifically described, our Sites are operated in accordance with the laws of the United States. Please read this Notice carefully to understand our policies and practices regarding your information and how we will treat it. This Notice reflects the University’s current practices and may change from time to time, so please check the Notice periodically for updates.

## Personal information we collect and process:

In this Notice, “personal information” means any information that identifies or describes an individual user of the Sites, including, but not limited to, the user’s name, social security number, physical description, address, telephone number, education, financial matters, medical or employment history, password, email address, and information that reveals any network location or identity. If you are located in the European Economic Area (EEA), “personal information” includes all personal data as defined under EEA laws (including “sensitive personal information” which is provided enhanced protections under those laws).

We collect personal information about users only as allowed by law and limit the collection of personal information to what is relevant and necessary to accomplish a lawful purpose of the University. We collect personal information (and sensitive personal information) that you send to the CSU, or permit us to obtain from third parties, for purposes relevant to CSU operations in pursuit of our academic mission. Examples include information needed for student admission (including financial aid information), employment, housing and dining services, online educational programs, research, health services, donor relations, visa application processing,

event registration, parking services, IT usage and support services, library usage, bookstore operations, and website account registrations. Our legal basis for processing most of this information is to perform a task in the public interest or in fulfillment of CSU official functions, including those set out in the California Education Code and/or Title V of the California Code of Regulations, or under applicable federal law. Other legal bases for processing information include processing necessary for contract (e.g., to process parking permit payments), for legitimate interests (e.g., to send requested information) or consent (e.g., to process certain sensitive personal information).

**User-Provided Information:** You may be required to provide personal information to access or use certain parts of our Sites, or features of our Sites or services, including without limitation, when you apply for or enroll at one of our campuses or programs, subscribe to a newsletter or email list, make a purchase or donation, fill out a form, participate in any of our programs, special events or promotions, contact us with a comment, question or complaint, etc. If you do not provide the requested personal information, you may not be able to access or use the features of our Sites or service where such information is requested.

Depending upon the nature of the transaction, the personal information that you may provide may include: contact information (name, home or mailing address, telephone number, social media username/handle, mobile phone and/or email address, etc.); academic area or interest; financial information (financial aid application history, payment history, social security number, passport number, credit card number, donation attribution and amount, etc.); health record information (medical record number), allergies, past medical history, family history, current medications, current medical conditions) demographic information (age, birthdate, marital status, income, etc.); and profile information (admissions date, graduation date, alumni status, student identification number, username, password, relationship to the University, etc.)

**Emails and Social Media Sites:** If you correspond with us by email, mail or via social media, we may retain the content of your communication or social media posting, the email or social media account address from which it is sent, and our response. We collect information automatically using technology when you visit our Sites or social media pages or when you open one of our emails as described in this Notice.

The specific personal information (and sensitive personal information) we collect, why we collect it, and our legal basis for processing it, is periodically reassessed in applicable data process flow assessments or Data Protection Impact Assessments, as relevant.

It is the policy of the California State University to limit the collection and safeguard the privacy of personal information collected or maintained by the University. The University's information management practices conform to the requirements of the Information Practices Act of 1977 (Civil Code Section 1798, *et seq.*), the Public Records Act (California Government Code Section 6250, *et seq.*), California Government Code Section 11015.5, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and other applicable laws pertaining to information privacy. In the event of a conflict between this Notice and the Public Records Act, the Information Practices Act, FERPA, or other law governing the disclosure of University records, the applicable law will control.

Any information acquired by the University through the Sites is subject to the limitations set forth in the Information Practices Act. The University will not distribute or share electronically collected personal information (as defined in subdivision (d) of California Government Code Section 11015.5) about users to any third party without the permission of the user, except in narrow circumstances set forth in this Notice. The University will not sell any electronically collected personal information to any third party. Such electronically-collected personal information is exempt from requests made pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1).

## **How we use the information we collect:**

We use information that we collect about you or that you provide to us, including any personal information:

- To provide you with information that you request from us.
- To process application, registration and enrollment requests when you apply, register or enroll for our campuses, events, programs or services, or otherwise administer your participation in our events, programs or services, including (without limitation) study abroad and distance learning, financial aid, housing and dining.
- To collect and process donations, gifts and donor information.
- To process service requests from students, staff, faculty, and other members of the campus community, including the facilitation of parking permit and identification card requests.
- To process registration for sports, cultural, educational, and other university events.
- To respond to your questions, requests, comments or complaints and determine your satisfaction with our events, programs and services.
- To operate, maintain, and provide to you the features, services, and functionality of the Sites and its contents, and to monitor and improve our site and the user experience.
- To provide information about our University and send you related information including brochures and other University materials, campus and CSU news, academic notices, updates, security alerts, special offers, confirmations, and support and administrative messages.
- To notify you about changes to our Sites or any services we offer or provide through it.
- To compare and review your personal information for errors, omissions and accuracy.
- To prevent, detect or investigate any fraudulent, abusive or illegal act.
- To allow you to participate in interactive features on our Sites.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may also use your personal information for operational and other lawful purposes such as security, analytics, operations, fraud detection and prevention, reporting, making back-ups and legal compliance.

We use cookies, clear gifs, and log file information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the Sites; (b) monitor the effectiveness of our Sites and services; (c) monitor aggregate metrics such as the total number of

visitors and traffic; (d) diagnose or fix technology problems reported by our users or engineers that are associated with the IP addresses controlled by a specific web company or ISP; and (e) help you efficiently access information.

At the time we collect personal information, we strive to tell users about the purpose for which the information is collected as well as the general or specific uses that we will make of that information.

**International transfer of personal information:** Personal information provided to us by users outside of the United States may be transferred to other countries such as the United States, where data protection laws may differ from those of your home country. By providing us with your information, you acknowledge that your personal information may be transferred to the United States and processed on servers within the United States. However, all reasonable steps will be taken to protect your privacy in accordance with applicable data protection laws.

**User Content:** Any personal information or content you voluntarily disclose for posting to the Sites (for instance, any content you post) (“User Content”) becomes available to the public via the Sites. User Content includes, but is not limited to, comments, photos, videos, etc. If you remove User Content, copies may remain viewable in cached and archived pages or if other users have copied or stored your User Content.

We reserve the right to monitor the User Content you post on the Sites and to remove any User Content for any reason or no reason including, without limitation, if in our sole opinion, such material violates, or may violate, any applicable law, or to protect or defend our rights or those of any third party. We also reserve the right to remove User Content upon the request of any third party.

## Cookie Policy

**Cookies Information:** When you visit the Sites, we may send one or more cookies – a small text file containing a string of alphanumeric characters – to your computer that uniquely identifies your browser and lets us help you log in faster and enhance your navigation through the Sites. A cookie does not collect personal information about you. We use both session cookies and persistent cookies. A persistent cookie remains on your hard drive after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the Sites. Persistent cookies can be removed by following your web browser’s directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Sites or services may not function properly if the ability to accept cookies is disabled.

**Google Analytics:** We use a tool called “Google Analytics,” a web analytics service provided by Google, Inc. to collect information about use of the Sites. Google Analytics collects information such as how often users visit our Sites, what pages are visited, and what other sites were visited prior to coming to our Sites. We use the information we get from Google Analytics only to improve the Sites. Google Analytics collects only the IP address assigned to you on the date you visit the Sites, rather than your name or other identifying information. Google Analytics will also

collect contextual information, such as type of web browser, type of operating system, browser resolution, and network location, however we do not combine the information collected through the use of Google Analytics with personally identifiable information. Although Google Analytics plants a permanent cookie on your web browser to identify you as a unique user the next time you visit the Sites, the cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about your visits to the Sites is restricted by the Google Analytics Terms of Use and the Google Privacy Policy. You can prevent Google Analytics from recognizing you on return visits to the Sites by disabling cookies on your browser, however, please note that if you do this you may not be able to use the full functionality of the Sites.

**Log File Information:** Log file information is automatically reported by your browser each time you access a web page. When you register with or view our Sites, our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your web request, Internet Protocol addresses or other device identifiers, browser information, Internet Service Provider, operating system, location, date/time stamp, clickstream data, referring/exit pages and URLs, domain names, landing pages, pages viewed, and other such information.

**Clear Gifs Information:** When you use the Sites, we may employ clear gifs (also known as web beacons) which are used to track the online usage patterns of our users anonymously. No personal information is collected using these clear gifs. In addition, we may also use clear gifs in HTML-based emails sent to our users to track which emails are opened by recipients.

**California Do Not Track Disclosures:** California Business & Professions Code Section 22575(b) (as amended effective January 1, 2014) provides that California residents are entitled to know how a website operator responds to "Do Not Track" (DNT) browser settings. DNT is a feature offered by some browsers which, when enabled, sends a signal to websites to request that your browsing is not tracked, such as by third party ad networks, social networks and analytic companies. We do not engage in the collection of personally identifiable information about users' online activities over time and across third party websites when an individual uses our Sites and therefore do not respond to DNT signals.

## **How we share your information**

We share your information internally at the CSU to facilitate and manage the purposes listed above, including with third parties whom the University engages to process your personal information on our behalf for the purposes stated above (such as vendors who help the University with our marketing, application processing, financial aid or payment processing, education management, and web hosting). The University may also share your personal data with government and law enforcement agencies or regulators (1) to comply with a legal process, subpoena, order or other legal or regulatory requirement applicable to us; (2) to enforce our terms of use or other policies; or (3) to pursue available legal remedies or defend against legal claims. We may also share your personal information with a third party as requested by you if permitted by this and other University policies and applicable laws and regulations. We will not distribute or share any electronically collected personal information (as defined in subdivision

(d) of California Government Code section 11015.5) about users to any third party without prior written permission from the user except in narrow circumstances involving possible violations of Section 502 of the Penal Code or as authorized under law (including but not limited to the Information Practices Act), or to assist another state agency or public law enforcement organization in any case where the security of a network operated by a state agency has been, or is suspected of having been, breached.

We fully cooperate with law enforcement agencies in identifying those who use our Sites or services for illegal activities. We may report to law enforcement agencies any activities that we in good faith believe to be unlawful. Release of your personal information for security purposes, as described in this Notice to any person or entity, including, without limitation, in connection with any government investigation or litigation, shall be based on a determination made solely by us, as permitted by law or, for those not in the EEA, exercising our discretion for which you expressly grant permission to us in accordance with this Notice.

## **How we protect your information:**

We take reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information against loss, unauthorized access, and illegal use or disclosure. Such personal information is stored by the University in secure locations and University staff is trained on procedures for the management of personal information, including limitations on the release of information. Access to personal information is limited to those members of the University's staff whose work requires such access. Confidential information is destroyed according to the University's records retention schedule. The University conducts periodic reviews to ensure that proper information management policies and procedures are understood and followed. The security of your personal information is important to us, but please remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially reasonable means to protect your personal information, we cannot ensure or warrant the absolute security of any information you transmit to the Sites, and you do so at your own risk. Once we receive your transmission of information, we make commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. While we strive to protect your personal information and privacy, we cannot guarantee the security of any information you disclose online.

We encourage all individuals to use appropriate safeguards to secure their computers and the information on those computers. For additional information on online privacy and security, please see the University's [policies and procedures related to Information Security](#); you may also consult with the California Attorney General's Privacy Enforcement and Protection [website](#).

In the event that personal information is compromised as a result of a breach of security, we will promptly investigate and notify those persons whose personal information has been compromised in accordance with the notification procedures set forth in the CSU Information Security Policy, or as otherwise required by applicable law.

## **Links to Other Websites**

We are not responsible for the practices employed by websites linked to or from our Sites nor the information or content contained in them, and we make no warranty, either express or implied, concerning the content of any such site, including the accuracy, completeness, reliability, or suitability of them for any particular purpose, nor do we warrant that any such site or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties, or that any such site or content is devoid of viruses or other contamination. We may provide links to other websites to you solely as a convenience, and the inclusion of linked sites does not imply endorsement by the University or CSU of any of the linked sites. Please remember that when you use a link to go from our Sites to another website, our Notice is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our Sites, is subject to that website's own rules and policies. Please read over those rules and policies before proceeding. We do not ensure the security of your personal information if you visit websites not belonging to CSU, nor are we the data controller for any information collected on those sites unless we specifically state so. We further reserve the right to terminate a link to a third party site at any time.

## **Access and choice:**

We comply with all applicable regulations regarding data retention and deletion of personal data and retain personal information only for as long as necessary to fulfill the purpose for which it was collected (including for college operations), for strategic planning, and to comply with applicable laws and retention requirements. You can ask to review, update or make changes to the personal information we maintain about you, or exercise your option of having your personal information discarded without reuse or distribution, by sending a written request to the postal or email address set out below. We may take a reasonable period of time to respond. If you request the deactivation or change of information on our system, such information may be retained in our backup systems for a period of time subject to technology restrictions, or as a precaution against systems failures. Some information may be retained for longer periods as required by law, contract or auditing requirements or as otherwise described in this Notice.

You have the option to decline providing information about yourself online and may use other methods, such as U.S. mail, to respond to requests for information or to communicate with us. You may use the contact information listed below to ask about additional alternatives to providing or obtaining information through use of our Sites.

By providing us your email address, you consent to our use of your email address to send you Site and service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, including, but not limited to, newsletters, information on campus activities, programs and events, legal updates, changes to features of our Sites or services, or other account information. Where required by law, we will obtain your consent before sending you specific types of email or other communications.

You can choose not to receive such emails from us by "unsubscribing" using the instructions in any email you receive from us, or by sending a written request to the postal or email address

set out below. It may take up to thirty (30) business days for us to process your request. This will not stop us from sending emails about your account or your transactions with us, or any other service-related email. Opting out does not affect our communications with you via telephone or mail nor does it affect our use of your non-personally identifiable information as described in this Notice.

## **EEA Data Subject Rights**

If you are an individual located in the EEA only, you have certain rights with regard to your personal data collected while you are in the EEA. These rights may include right of access, right of correction, right to be forgotten, right to restrict processing of your identifiable personal information, right to notice related to changes/deletion/processing limits, right to data portability, right to objection, right not to be subject to decisions based solely on automated processing, and right to withdraw consent. Some of these rights are restricted by law to information that was collected on the basis of explicit consent, or are restricted by other conditions (such as necessity for contract or to comply with the law). You have the right to contact us in connection with the exercise of your rights under applicable EEA law, which you can do through the contact information below, or by sending an email to [privacy@calstate.edu](mailto:privacy@calstate.edu). We will respond to your written request without unreasonable delay and in accordance with any deadlines imposed by law. Unless we notify you at the time of your request, we will not charge you any fee in connection with the exercise of your rights. If you are not satisfied with our response, you have the right to complain to or seek advice from a supervisory authority and/or bring a claim against us in any court of competent jurisdiction.

## **Changes to Our Privacy Notice**

We reserve the right to modify this Notice at any time. It is our policy to provide notifications, whether such notifications are required by law or are for other operational purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our Sites page, as determined by the University in its sole discretion. We reserve the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in this Notice. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Sites and this Notice to check for any changes.

For changes to our Privacy Notice, it is our policy to post any changes we make on this page. The date the Notice was last revised is identified at the top of the page. We will provide notice on the Sites prior to the effective date of any material change. Your continued use of the Sites after any change in this Notice will constitute your acceptance of such change.

**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.

## Exhibit B

### 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.

## Exhibit B

- (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**

## **Exhibit B**

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](mailto: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.

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**

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

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

**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

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- 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.

## Exhibit B

### 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.

## Exhibit B

- (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**

## **Exhibit B**

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](mailto: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.

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**

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

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

**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

# THE CALIFORNIA STATE UNIVERSITY

## SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

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

Project No. \_\_\_\_\_ Project Name \_\_\_\_\_

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, Section 1896 *et seq.*

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

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

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

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

### 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 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 Above a Listed Subcontractor? \_\_\_\_\_ Yes \_\_\_\_\_ No Percentage \_\_\_\_\_

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



# THE CALIFORNIA STATE UNIVERSITY

## SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

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

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\_\_\_\_\_  
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 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 Above a Listed Subcontractor? \_\_\_\_\_ Yes \_\_\_\_\_ No Percentage \_\_\_\_\_

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





## **Insurance Requirements for Vendors**

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

**Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable)

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured Status**

**The State of California, the Trustees of The California State University, California State University, San Francisco State University and auxiliary organization(s) and employees, officers, directors, volunteers and agents (collectively “University”) are to be named as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance

#### **Primary Coverage**

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as The State of California, the Trustees of The California State University, California State University, your Campus and auxiliary organization(s) and employees, officers, directors, volunteers and agents (collectively “University”). Any insurance or self-insurance maintained by the Campus, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

#### **Notice of Cancellation**

Each insurance policy required above shall provide that **coverage shall not be canceled, except with notice to the Campus.**



### **Waiver of Subrogation**

Contractor hereby grants to Campus a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Campus by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Campus has received a waiver of subrogation endorsement from the insurer.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Campus.

### **Claims Made Policies (note – should be applicable only to professional liability, see below)**

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

### **Verification of Coverage**

Contractor shall furnish the Campus with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Campus before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Campus reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Note:** Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.

**If Contractor is unable to provide proof of insurance that meets the Campus' minimum insurance requirements, the Business Unit can request a waiver by submitting the Independent Contractor Insurance Requirement Waiver Request Form along with the Scope of Work to Enterprise Risk Management (ERM). ERM will determine whether the insurance requirements can be waived.**

# CERTIFICATE OF INSURANCE

DATE: (MM/DD/YYYY)

PRODUCER  Insurance Agent/Broker Name Insurance Agent/Broker Address or P.O. Box Insurance Agent/Broker City, State & Zip Code Contact & Phone Number	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW</b>	
NAMED INSURED  Lessee Name Lessee Address City, State & Zip Code	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	Insurer A: Name of Insurance Company	NAIC #
	Insurer C: Name of Insurance Company (if applicable)	NAIC #
	Insurer D: Name of Insurance Company (if applicable)	NAIC #
	Insurer E: Name of Insurance Company (if applicable)	NAIC #

**COVERAGES**

THIS IS TO CERTIFY THAT THE INSURANCE POLICY LISTED BELOW HAS BEEN ISSUED TO THE ABOVE INSURED NAMED (EVENT HOLDER) FOR THE POLICY PERIOD INDICATED. THE INSURANCE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES) UNLESS AMENDED AS DESCRIBED IN SPECIAL CONDITIONS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS	
A	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOCATION	xx1234-567-890	xx/xx/20xx	xx/xx/20xx	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Each occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS – COMP/OP AGG	\$
	X						\$
B	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	xx123-4567-890	xx/xx/20xx	xx/xx/20xx	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ <u>Enter Amount</u>	xx1234-567-890	xx/xx/20xx	xx/xx/20xx	EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
D	<input checked="" type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under DESCRIPTION OF OPERATIONS below	xx999999	xx/xx/20xx	xx/xx/20xx	<input checked="" type="checkbox"/> WC STATUT-ORY LIMITS <input type="checkbox"/> OTH-ER	
						E.I. EACH ACCIDENT	\$1,000,000
						E.I. DISEASE – EA EMPLOYEE	\$1,000,000
						E.I. DISEAS – POLICY LIMIT	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED**

**CERTIFICATE HOLDER**

San Francisco State University  
 1600 Holloway Avenue  
 San Francisco, CA 94132

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
  
 AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES, OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of the Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
The State of California, the Trustees of the California State University, the San Francisco State University and the officers, employees, volunteers and agents of each of them.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A: Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded by such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B: With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**Request for Proposal (RFP)  
San Francisco State University**

**Contract Number:** P23013  
**Title:** SFSU Market Research, Enrollment and Brand Awareness Campaign Development  
**CSUBuy RFP No:** SFSU-RFP-00000457-2023  
**Issue Date:** August 4th, 2023  
**RFP Contact 1:** Doug Londgren, Strategic Procurement Analyst, Project Manager  
**E-mail Address:** [londgren@sfsu.edu](mailto:londgren@sfsu.edu)  
**RFP Contact 2:** Marie-Helene Senhaux, Contracts Specialist  
**E-mail Address:** [hsenhaux@sfsu.edu](mailto:hsenhaux@sfsu.edu)

**Proposal Delivery Method:**

Digital submittals only: **CSUBuy/JAGGAER platform**

**PROPOSAL DEADLINE: August 29, 2023 AT 2:00PM PST**

Proposals not received by this date and time will be rejected.

**IMPORTANT:** The Proposal is to be submitted by electronic submission only via CSU BUY. Submittal of proposal by hardcopy or e-mail is NOT acceptable.



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San Francisco State University does not make any express or implied covenants, warranties, representations or guarantees concerning the subject matter of this RFP, its completeness or accuracy or which entity ultimately, if any, may be awarded a contract. Except as set forth herein, SFSU makes and undertakes no obligation, including but not limited to any obligation of non-disclosure, to you in connection with this RFP, its subject matter or any information transmitted in connection therewith. IN NO EVENT WILL SFSU, ITS AFFILIATES OR ANY THIRD PARTY HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) RELATING TO THE SUBJECT MATTER OF THIS RFP OR TO AWARDING (OR NOT AWARDING) ANY CONTRACT TO ANY ENTITY. You will indemnify and hold CSU and its affiliates and their respective officers, directors, employees, agents and third-party contractors harmless from and against any charges, claims, damages, costs, judgments, decrees, losses, expenses (including reasonable attorney's fees), penalties and liabilities of any kind or nature arising out of your participation in this RFP.



## **1 OVERVIEW**

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### **1.1 INTRODUCTION**

San Francisco State University (SFSU or SF State) is a major public urban university granting primarily Bachelor's and Master's degrees and serving a diverse student body of approximately 25,000 students with more than 3,400 faculty and staff. SF State is one of the larger campuses in the California State University (CSU) system –which itself is the largest system of higher education within the United States. SF State offers bachelor's degrees in 77 academic areas and master's degrees in 63. It also has 16 credential programs, 57 certificate programs as well as doctorate, Ph.D. and clinical doctorate programs. Established in 1899, SF State has a long history of teaching and research excellence as well as proud traditions of equity and social justice.

Our six colleges include the College of Liberal & Creative Arts, Lam Family College of Business, College of Ethnic Studies, College of Health and Social Sciences, College of Science and Engineering and Graduate College of Education.

Due to a variety of factors, including shifting statewide population demographics, declining high-school enrollment and corresponding graduation levels, economic barriers to higher education, competition from alternative universities and a somewhat anemic post Covid-19 pandemic return to normal, the University has struggled to adequately recruit, retain and build upon its student population to meet its targeted enrollment goals. Notwithstanding these recent challenges, the University is currently under construction on a new \$100m Science building and more recently has broken ground on a \$110m student housing development. These new campus infrastructure projects will add to the recently completed Mashouf Wellness Center, the new Creative Arts Building, and the Manzanita Square student housing complex.

Opportunities exist to leverage our unique campus, leading academic programs, and evolving campus life in support of increasing our enrollment. Increasingly the University's marketing efforts will need to be more targeted, timely, and effective.

Additional information about San Francisco State University can be found at <http://www.sfsu.edu/>

### **OVERVIEW AND PURPOSE OF RFP**

In order to better understand our current fit within an increasingly competitive higher education market, to assess our brand image and awareness, to test existing campaigns, and to inform and develop future campaign strategy and materials; the University's Strategic Marketing and Communications team (SMC) is seeking qualified bidders to provide proposals for the scope of work outlined in this Request for Proposal (RFP).



A successful proposal will clearly demonstrate the bidder’s ability to not only elevate SFSU’s brand regionally, nationally, and globally, but also to help the University remain relevant and valued among our various constituencies. The selected vendor will demonstrate their ability to skillfully assess, guide, strengthen and inspire our value proposition and overall brand positioning. The first stage of the scope of work is to conduct a successful market research study, which needs to deliver the following:

1. Research and analysis to assist and inform the development of a written brand strategy that articulates overall brand positioning, promise and value proposition pillars.
2. Provision of a data-driven framework that guides the University's efforts to update their marketing and communications plan and brand initiatives.
3. Research and analysis to inform creative concepting and testing.

### **Recent Market Research and Brand Development Highlights**

The University’s last comprehensive brand research study was conducted in 2021. That brand research study informed SFSU’s first-ever marketing brand awareness and enrollment marketing strategy called “My Story.” SFSU launched a new brand campaign, developed in partnership with a market research and brand agencies. With a brand messaging platform in place, we developed an advertising campaign based on the personality defined in our brand research and focused the messaging around our four brand pillars. These brand pillars are as follows: **Inclusivity** focused on our campus life, **Discovery** related to our academics, **Access** to highlight our location and **Empowerment** to showcase our student services.

Our full campaign roll out was launched in August 2022. Now we look ahead to 2024-2026 with the goal of leveraging our current brand campaign strategy, but also elevating the campaign concept with updated messaging, design, and creative assets.

### **Partner Alignment, Phases, and Project Execution**

We are looking for a creative partner to work in close collaboration with the Strategic Marketing Communications team (SMC) to assist with market research and the creation of our next brand and enrollment campaign. The market research and marketing campaign production projects will be divided into phases to fit our budget. Implementation of the scope of work will include discovery, market research, student journey mapping, and marketing strategy and finally, campaign production, including creative assets.

#### **1.2 MINIMUM QUALIFICATIONS**

Bidders must meet all qualifications in Section 4, DVBE requirements in Section 3.9, and Vendor’s Requirement in Section 6.3.

#### **1.3 SELECTION, AWARD, AND TERM**



**Contract Term**

The proposed contract for services is for an initial three year term and a budget of \$375,000 annually. After the initial (3) three year term, SFSU may ask to extend the services for up to (2) two additional (1) one year terms upon mutual agreement.

Evaluation and Award Criteria are outlined in **Section 8**.

**SCHEDULE OF EVENTS**

**1.4 KEY DATES**

ACTIVITY	DATES
<b>Release of Request for Proposal</b>	<b>08/04/2023</b>
<b>Deadline for Questions</b>	<b>08/15/2023</b>
<b>Q &amp; A Responses Completed</b>	<b>08/18/2023</b>
<b>Deadline for Submission of Proposals</b>	<b>08/29/2023</b>
<b>Evaluation of Vendors* RFP Phase 1</b> a) 1st review all submissions b) Reduction of bidders to short list	<b>09/7/2023</b>
<b>Presentations of Selected Vendors* RFP Phase 2</b> a) Vendor Presentations b) Second review short list submissions (Reference checks, final evaluation, and final awardee selection to follow vendor presentations).	<b>09/14/2023 &amp; 09/15/2023 -estimate</b>
<b>Notice of Intent to Award*</b>	<b>09/22/2023 - estimate</b>
<b>Estimated Date of Contract Execution*</b>	<b>10/06/2023 - estimate</b>

\*These dates are subject to change at the discretion of SF State.



**SAN FRANCISCO  
STATE UNIVERSITY**

Please submit questions through CSUBUY/JAGGAER.

The dates up to and including the “Deadline for Submission of Proposals” date may be adjusted upon advance written notice on CSUBUY/JAGGAER. Scheduled dates after the receipt of proposals may be adjusted without written notice. Additional RFP steps may be included at the discretion of San Francisco State University. Proposals received after the date and time specified as deadline for submissions will be rejected.

**End of Section 1**



## **2 SOLICITATION PROCESS AND BIDDER'S CERTIFICATION**

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### **2.1 DEFINITIONS**

#### **2.1.1 "UNIVERSITY", "SF STATE", "SFSU"**

San Francisco State University and any or all of the divisions within its educational charter. "University" shall also mean California State University and any or all of the divisions within its educational charter including San Francisco State University, or SF State, or SFSU; or the "Trustees of the California State University" or "Trustees" or "CSU".

#### **2.1.2 "BIDDER", "VENDOR", "PROPOSER", "CONTRACTOR", "SERVICE PROVIDER"**

Used interchangeably and each shall apply to the business entity which participates in this solicitation.

#### **2.1.3 "CONTRACT", "AGREEMENT"**

The legal document the University issues to bind the Vendor to provide products and/or services described in the Request for Proposal.

#### **2.1.4 "SPECIFICATIONS", "SCOPE OF WORK", "STATEMENT OF WORK"**

The complete set of documented designs, specifications, performance criteria and delivery requirements delineated in this document and in all referenced project documentation.

### **2.2 GENERAL INFORMATION**

The submission of a proposal shall indicate that the Vendor has investigated and acknowledged the RFP requirements.

San Francisco State University intends to award the Vendor(s) whose proposal(s) present the best value solution to the University. The methodology used to determine the best value solution can be found in **Section 8 Evaluation and Award Criteria**.

Any contract(s) awarded as a result of this RFP is/are subject to the University's terms and conditions. Proposals that include terms and conditions other than the San Francisco State University's terms and conditions may be rejected as being non-responsive. The University is not required to accept any proposal if the University's interests are better served by rejecting it.

San Francisco State University may waive any immaterial deviation in a Proposal. San Francisco State University's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the specifications if the Bidder is awarded the contract.

In the event all proposals are rejected, or San Francisco State University determines alternative solutions are in its best interest, SFSU may cancel this solicitation and pursue alternative sourcing options.

San Francisco State University reserves the right to reject any submittal made in response to this RFP or any subsequent proposal or bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy San



Francisco State University that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work specified. Additionally, San Francisco State University reserves the right to request additional performance guarantees if, in the sole opinion of San Francisco State University, financial stability or capability cannot be established.

San Francisco State University also reserves the right to contract only for a portion of the project.

### **2.3 ERRORS, OMISSIONS, AND RIGHTS TO SUBMITTED MATERIALS**

If prior to deadline for submittals a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits and/or appendices Vendor shall immediately notify San Francisco State University of such error in writing and request modification or clarification of the document. Modifications and additions may be made by addenda prior to the RFP response deadline and will be posted to the CSUBuy/JAGGAER platform notifying all registered Bidders. Clarifications will be posted to the CSUBuy/JAGGAER platform notifying all registered Bidders, without divulging the source of the request for it.

If a Bidder fails to notify San Francisco State University of a known error or an error that reasonably should have been known prior to the submission deadline, the Bidder shall assume the risk for the submission.

All materials submitted by the Vendor in response to this solicitation become the property of the University upon receipt. No obligation, either expressed or implied, exists on the part of San Francisco State University to make an award or to pay any cost incurred in the preparation or submission of response to this RFP.

### **2.4 PERMITS, LICENSES AND PROFESSIONAL CREDENTIALS**

Bidders shall possess all permits, licenses and professional credentials necessary to supply product(s) and perform services as specified under this RFP.

### **2.5 CONFIDENTIALITY**

San Francisco State University is subject to the California Public Records Act. Bidder must notify San Francisco State University in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. San Francisco State University shall have sole discretion to disclose or not disclose such material as required by law.

Final bids may be disclosed to the public upon award of contract; however the contents of all proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a Bidder's proposal shall be held in the strictest confidence until Notice of Intent to Award is issued.

The content of all working papers and discussions relating to the Bidder's proposal shall be held confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or an evaluation of the bid.

Please refer to the California Public Records Act (GOVT. CODE §§ 6250 - 6276.48) for further information.

### **2.6 INCORPORATION OF SUBMISSIONS IN CONTRACT**



This RFP, any Exhibits, Attachments, Appendices, Schedules, Addenda and any proposal submitted in response to this RFP may be incorporated into the final contract, as a whole or partly, further defining the contractual responsibilities of the Vendor.

## **2.7 AWARD OF CONTRACT**

This solicitation does not obligate San Francisco State University to enter into an agreement. San Francisco State University reserves the right to reject any and all proposals and to award one or more contracts as a result of this solicitation. Award, if any, will be to the Bidder, whose proposal presents the most quality solution to SF State's requirements outlined in this RFP document and any addenda. A "Notice of Intent to Award" will be posted publicly at least 5 working days prior to the award. The selected Vendor(s) and San Francisco State University shall negotiate the final scope of work, in substantial accordance with the terms and conditions herein. San Francisco State University reserves the right to terminate negotiations at any time and proceed with the Bidder with the second highest scoring in case an agreement cannot be reached.

If the successful Bidder refuses or fails to execute the Agreement within a reasonable time period, San Francisco State University may award the Agreement to the Bidder with the second highest scoring.

## **2.8 DISPUTES / PROTESTS**

San Francisco State University encourages potential Bidders to resolve issues regarding the requirements of this RFP or the procurement process through written correspondence and dialogue with the University.

Potential Bidders may protest the specifications and/or requirements of this solicitation that they feel are unfair or unreasonable. Such protest must be submitted prior to the scheduled bid submittal deadline. The University will, within a reasonable time period, issue a decision to the Bidder which shall be final.

Protest of contract award is limited to companies that submitted a proposal in response to this solicitation and must be on the grounds that the company's proposal should have been selected in accordance with the selection criteria contained in this RFP document.

A notification of protest is required to be made within two business days after a Notice of Intent to Award has been publicly posted.

The protesting Bidder shall submit a full and complete written statement detailing the facts in support of the protest within 10 calendar days after expressing notification to protest. The detailed statement of protest must be sent by certified or registered mail or delivered in person to Diane Bettencourt, Director of Procurement and Support Services.

San Francisco State University  
Attn: Diane Bettencourt  
Procurement and Support Services  
1600 Holloway Avenue, Corp Yard 140  
San Francisco, CA 94132



After receipt of the written statement of protest, San Francisco State University will review the timeliness and the merits of the protest and will, within a reasonable time period, provide a decision on the matter. The decision will be in writing and sent by certified or registered mail or delivered in person to the protesting Bidder. The decision of San Francisco State University is final.

## **2.9 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE**

### **2.9.1 DVBE REQUIREMENT**

California State law requires that its State Agencies achieve a goal of at least 3% participation for Disabled Veteran Business Enterprises (DVBE) in State contracts. DVBE is defined as a business certified as such by the California Department of General Services (DGS). Bidders who are participating in the DVBE incentive program must document their compliance with the DVBE program requirements.

Failure of the Bidder to comply with the DVBE requirement may cause the Trustees to deem the bid nonresponsive and the Bidder to be ineligible for award of Contract.

For additional SB/DVBE Information Sources, more information regarding DVBE certification, the database of DVBE suppliers or for general DVBE information, contact:

State of California, Department of General Services, Procurement Division  
Small Business & DVBE Services Branch  
707 Third Street, First Floor, Room 400, West Sacramento, CA 95605 (physical address)  
P.O. Box 989052, West Sacramento, CA 95798-9052 (mailing address)  
Telephone Number: (916) 375-4940  
Fax Number: (916) 375-4950  
Email Address: [osdshelp@dgs.ca.gov](mailto:osdshelp@dgs.ca.gov)  
Website: <http://www.dgs.ca.gov>

### **2.9.2 DVBE INCENTIVE**

In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees shall grant an incentive for bid evaluation purposes only. The level of DVBE incentive correlates to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. A Non-Small Business cannot displace a California Certified Small Business from the top ranked position due to application of preferences or DVBE incentive.

The bid incentives levels for these solicitations are as follows:



DVBE Participation on this contract	Incentive
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99%	2%

In solicitations where an award is to be made to the highest scored Bidder based on evaluation factors in addition to price, the DVBE Incentive shall be a percentage of the highest responsible Bidder’s total score. In solicitations where an award is to be made to the lowest bid, the incentive is a percentage of the lowest bid total.

If requesting the DVBE Incentive, please complete the Bidder Declaration Form and indicate the total DVBE participation.

For further information on DVBE participation requirements or incentive for this solicitation, contact Steven Chang, San Francisco State University Small Business & DVBE Advocate at 415-338-2547 or via [stevenchang@sfsu.edu](mailto:stevenchang@sfsu.edu).

**SUBCONTRACTING (DVBE) of specialized aspects is permitted under the condition that the Vendor bears full responsibility for and will be held fully liable for the quality and timeliness of subcontracted work.**

**2.10 SMALL BUSINESS PREFERENCE (SB)**

The State of California requires agencies to provide a 5% preference to Proposers or Bidders who qualify as either California Certified Small Businesses or Non-Small Businesses that commit 25% of the contract value to California Certified Small Businesses. To be eligible, the Small Businesses (SB) must be certified by The Office of Small Business and DVBE Services. The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Government Code, Section 14838, et seq. and Title 2, California Administrative Code, Section 1896, et seq. Copies of the codes and regulations are available online or upon request.

Bidders requesting the Small Business Preference, need to complete the Bidder’s Declaration Form. Non-Small Business Bidders are required to indicate the total SB participation achieved by committing a certain percentage of the contract value to California Certified Small Businesses.

The use of the Small Business Preference shall be in compliance with the law, in particular Government Code Section 14838.B.2. In solicitations where an award is to be made to the highest scored Bidder based on evaluation factors in addition to price, the preference to Small Businesses or Microbusiness shall be 5% of the highest responsible bidder’s total score. The preference to Non-Small Business Bidders that provide



for SB or Microbusiness Sub-Contractor participation shall be up to a maximum 5% of the highest responsible Bidder's total score, determined according to rules and regulations established by the Department of General Services (DGS). In solicitations where an award is to be made to the lowest bid, the preference is applied by factoring 5% of a Non-Small Business lowest bid total and subtracting this amount from the SB bid total.

## **2.11 ACCOMMODATIONS FOR THE DISABLED IN THIS RFP PROCESS**

It is the policy of the San Francisco State University to make every effort to ensure that its programs, activities and services are available to all people, including people with disabilities. People with disability requires a reasonable modification to participate in the procurement process, or people having questions regarding reasonable modifications of the procurement process may contact the University contact listed on page 1.

## **2.12 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY**

A Vendor may be required to furnish a bond to the San Francisco State University against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

## **2.13 PUBLIC CONTRACT CODE RESTRICTIONS FOR SAN FRANCISCO STATE UNIVERSITY EMPLOYEES**

Bidder needs to be aware of the following provisions regarding current or former San Francisco State University employees. In submitting a bid, Bidder certifies that the Bidder is eligible to contract with the San Francisco State University pursuant to the Public Contracts Code (PCC) sections list below:

### **2.13.1 CURRENT SAN FRANCISCO STATE UNIVERSITY EMPLOYEES (PCC SECTION 10831)**

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

2.13.1.2 No officer or employee shall contract on his or her own behalf as an independent Bidder with any San Francisco State University department to provide Goods and/or Services.

2.13.1.3 This prohibition does not apply to officers or employees of the San Francisco State University with teaching or research responsibilities.

### **2.13.2 FORMER SAN FRANCISCO STATE UNIVERSITY EMPLOYEES (PCC SECTION 10832)**

2.13.2.1 For the 2 year period from the date he or she left San Francisco State University employment, no former San Francisco State University officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any San Francisco State University department.



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

#### **2.14 LOSS LEADER**

It is unlawful for any person engaged in business within this State to sell or use any article or product as a “loss leader” as defined in Section 10730 of the Business and Professions Code.

“Loss leader” means any article or product sold at less than cost:

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

#### **2.15 BRAND NAMES**

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

#### **2.16 SUSTAINABILITY**

Bidders must present information describing their current sustainable practices, to include, as applicable, the areas of natural resources, company operation and positive social/community impact, written policy statement, sustainable business practices and environmentally preferable purchasing practices or updates to Vendor’s sustainable practices.

#### **2.17 BIDDER’S CERTIFICATION**

By submitting a proposal, the Bidder certifies to comply with the following:

##### **2.17.1 AMERICANS WITH DISABILITIES ACT (ADA)**

Bidder assures San Francisco State University that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).

##### **2.17.2 UNFAIR PRACTICES ACT**



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

### **2.17.3 VIOLATION OF AIR OR WATER POLLUTION LAWS**

Unless the contract is less than twenty-five thousand (\$25,000) dollars or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or Federal air or water pollution control law. By submitting a proposal the Bidder warrants that the Bidder has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of Federal laws relating to air or water pollution. By submitting a bid, the Bidder certifies that it has not been identified as a person in violation of State or Federal air or water pollution control laws either by published notices or by Board notification.

### **2.17.4 COMPLIANCE WITH NATIONAL LABOR RELATIONS BOARD (NLRB) ORDERS**

In submitting a bid or signing a contract the Bidder swears under penalty of perjury that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding 2 year period because of the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board (NLRB). This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.29.

### **2.17.5 ASSIGNMENT OF ANTITRUST ACTIONS**

The Bidder's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the Bidder:

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the procurement body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the procurement body pursuant to the bid. Such assignment shall be made and become effective at the time the procurement body tenders final payment to the Bidder (Government Code Section 4552).

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



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

#### **2.17.6 NON-COLLUSION AFFIDAVIT**

By submitting a bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

#### **2.17.7 SAFEGUARDS FOR PROTECTING SAN FRANCISCO STATE UNIVERSITY INFORMATION ASSETS**

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

#### **2.17.8 COVENANT AGAINST GRATUITIES**

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

#### **2.17.9 DRUG-FREE WORKPLACE CERTIFICATION**

The Bidder certifies under penalty perjury under the laws of the State of California that the Bidder will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. requires.

#### **2.17.10 ELECTRONIC WASTE RECYCLING ACT**

In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Chapter 8.5 of the Public Resource Code, the Bidder certifies that it, and its agents,



subsidiaries, partners, joint ventures, and Subcontractor for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to San Francisco State University that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the Bidder, its agents, subsidiaries, partners, joint ventures, or Subcontractor. In addition the Bidder agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.

#### **2.17.11 DARFUR CONTRACTING ACT**

PCC sections 10475 et seq., the Darfur Contracting Act of 2008, establish restrictions against contracting with Vendors conducting certain types of business in Sudan. The Act sets forth criteria to determine if a Vendor is a “scrutinized company” and therefore ineligible to bid on or submit a proposal for State contracts.

Upon submitting a bid, Bidders that have had business activities outside of the United States within the previous three years certify that they are not a scrutinized company as defined, or demonstrate they obtained permission under the statute. (PCC §§ 10478, 10477(b).) False certifications shall cause the bid to be invalidated. (PCC § 10479.)

#### **2.17.12 IRAN CONTRACTING ACT**

PCC sections 2202 et seq., the Iran Contracting Act of 2010, establish restrictions against contracting with Vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. By submitting a bid in excess of one million (\$1,000,000) dollars, Bidder certifies that Bidder is not a financial institution extending credit to an ineligible Vendor on the list published by the California Department of General Services on the DGS' website (PCC § 2204.) The Act includes certain exceptions. (PCC § 2203(c). <http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf>)

#### **2.17.13 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. San Francisco State University 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 bid, Bidder certifies that they are not a scrutinized company as defined. False certifications shall cause the bid to be invalidated.

For purposes of this section, a “scrutinized company” is a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.



**3 BIDDER QUALIFICATIONS**

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Please provide answers to the questions specified in the “Questions” Section of CSUBuy/JAGGAER.

Group 1	General Business Information	Please respond to questions in CSUBuy/JAGGAER
Group 2	Vendor Experience and Project Management	Please respond to questions in CSUBuy/JAGGAER
Group 3	Information Security	Please respond to questions in CSUBuy/JAGGAER
Group 4	Insurance	Please respond to questions in CSUBuy/JAGGAER
Group 5	Vendor Financial Profile	Please respond to questions in CSUBuy/JAGGAER
Group 6	Budgeting and Financial Tracking	Please respond to questions in CSUBuy/JAGGAER
Group 7	Project Meetings and Trainings	Please respond to questions in CSUBuy/JAGGAER
Group 8	References	Please respond to questions in CSUBuy/JAGGAER

**3.1 BASIC VENDOR INFORMATION**

Please provide answers to the questions specified in the “Questions” Section of CSUBuy/JAGGAER.

**3.2 AUTHORIZED REPRESENTATIVE FOR THIS RFP (see 5.9.1 and CSUBuy/ Jaggaer questions)**

**End of Section 3**



## 4 PROPOSAL INSTRUCTIONS

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### 4.1 REGISTRATION

All bidders must be registered on CSUBuy/JAGGAER. Reference event: **SFSU-RFP-00000457-2023**

### 4.2 REVIEW OF SOLICITATION DOCUMENTS

Bidder shall carefully review this document and all documents referenced and made a part of this RFP to ensure that all information has been received and that their response meets all stipulated requirements. Failure to examine any document, drawing, specification, or instruction will be at the Bidder's sole risk.

### 4.3 CONTACT INFORMATION

It is the Bidder's responsibility to provide San Francisco State University with current contact information and to update the San Francisco State University immediately of any changes.

### 4.4 QUESTIONS FROM BIDDERS

Any communication, including questions, interpretations, or clarifications, either administrative or technical, in connection with this RFP must be directed in writing through CSUBUY no later than the date indicated in Section 2, Schedule of Events. **Direct communication with any other person at SFSU regarding this RFP is not permitted at any time during the solicitation process.** All written questions will be answered in writing and conveyed to all registered vendors. Responses to all relevant questions will be issued in accordance with the schedule in Section 2. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding.

If you are unable to access CSUBUY platform please contact Doug Londgren, Strategic Procurement Analyst by email, [londgren@sfsu.edu](mailto:londgren@sfsu.edu) or Marie-Helene Senhaux, Contracts Specialist by email, [hsenhaux@sfsu.edu](mailto:hsenhaux@sfsu.edu)

### 4.5 RESPONSIVE PROPOSALS

Responses to the RFP shall be complete in all respects as required by this solicitation. A submission may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind and will be rejected if any such defect or irregularity could have materially affected the quality of the submission. Documents which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Bidder, may be rejected. Statements made by a Bidder shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. **Each Bidder may only submit one proposal in response to this solicitation. The completed proposal may not alter the questions and specifications provided, nor add/delete/modify the text provided in the RFP documents.**

### 4.6 WITHDRAWAL OF PROPOSAL



After receipt by San Francisco State University, a Proposal may be withdrawn by written request signed by the Bidder or authorized representative thereof, prior to the time and date specified for Proposal submission. Proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. **Withdrawal or modification offered in any other manner will not be considered.**

#### **4.7 CONTENT**

To be considered responsive to this RFP, Bidder 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. Proposals should be prepared in such a way as to provide straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be on conformance with RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

#### **4.8 FORMAT OF PROPOSALS**

The proposer shall provide one (1) submission uploaded to CSU Buy.

#### **4.9 REQUIRED CONTENT OF PROPOSAL**

Proposals shall adhere to the following format for organization and content.

##### **4.9.1 TAB/DOC 1 - COVER LETTER (PDF preferred)**

The cover letter shall include:

1. A brief statement of intent to perform the printing and mailing services outlined in the Scope of Work **with the signature of the authorized representative** of the organization who has legal authority to bind the company to a project of this scope
2. Full contact information (overnight mailing address, telephone number, e-mail address, etc.) for the **individual designated as the San Francisco State University contact for this RFP.**
3. Acknowledgement of receipt of **ALL** addenda issued.
4. Expressly state that, should the Bidder's proposal be accepted, the Bidder agrees to enter into a contract under the terms and conditions as set forth herein.

##### **4.9.2 TAB/DOC 2 - EXCEPTIONS AND CONFIDENTIAL MATERIAL**

Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, Bidder must expressly state that **"no exceptions were taken"**. Taking exceptions to proposal requirements may render a Bidder's proposal non-responsive and lead to rejection from further consideration. Also in this section, please identify any proprietary or confidential materials contained in the proposal and provide justification for not making such material public record. Please note that the University is subject to the Public Records Act and may have to disclose records that your company considers proprietary or confidential.



#### **4.9.3 TAB/DOC 3 – RFP SUBMITTALS**

Please ensure you submit all required documents.

This section shall contain the following:

1. Filled out Attachment “B” “Fixed Cost Proposal Template” Excel Sheet which can be found under “Buyer Attachments”. Please download, complete, and upload the Excel file to CSU/Buy Jaggaer. Please rename this Excel File to “*Fixed Cost Proposal\_ your company name*”. (Excel file required)
2. Proof of Insurance (required at time of contract award only).
3. Small Business Preference and Certification Request - (Attachment in CSUBuy/ Jaggaer Prerequisites) Attachment “C”.
4. Disabled Veteran Business Enterprise (DVBE) documents - (Attachment in CSUBuy/ Jaggaer Prerequisites) Attachments “D”.

DVBE Participation Requirement

DVBE Transmittal Form

Summary of DVBE Participation

Bidder’s Certification of DVBE Status of Subcontractors and Suppliers

**End of Section 4**



## 5 SCOPE OF WORK

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### 5.1 MARKET RESEARCH

#### QUALITATIVE AND QUANTITATIVE MARKET RESEARCH:

##### Primary Target Audiences:

- Prospective students and parents
- Current students and parents (influencers)
- High School and Community College Counselors (influencers)

##### Market Research Elements:

We continue to embark on building the foundation of our communication strategy to prospective and current students as they move through the pipeline from prospective student, to applicant, to admitted student, enrolled student, retained student, and finally, SF State Graduate and future alum. As a performance-driven brand, SFSU aims to understand the true perceptions, desires, and motivations of our various target audiences through research and data-informed measurements. The study will focus on our key audiences' perception of SFSU, the perceptions and development of value proposition of our six colleges, their perceptions of our 2022 "My Story" brand awareness and enrollment marketing campaign, and student journey mapping. This market research should result in findings that will position SFSU to continue to build brand equity across all target audiences.

#### 1 **Brand perception/awareness market research (quantitative and qualitative) to gather data on five subjects:**

- a. Follow up to 2021 brand perception research: Conduct follow up market research to understand how key audiences perceive SFSU and compare to our 2021 research data. We also want to determine if our latest marcom efforts and marketing campaign have made any difference in perception and knowledge of the University.
- b. Test "My Story" marketing campaign: With our campaign having been in the market for more than six months, we'd like to measure the brand and campaign perception with prospective students, current students and "influencers" (e.g. parents, guidance counselors, etc.) to determine perceptions of overall concept, messaging, and creative assets. This information will help guide and inform our next brand and enrollment marketing campaign.
- c. Competitive analysis: Identify the University's key competitors for unique audiences including in-state, out-of-state and international. Review competitors' strengths, weaknesses, and implications for SFSU's brand positioning.



- d. Brand perception research of six colleges: The goal is to identify key attributes and value proposition to help us with future promotion of our colleges (or respective schools and departments).
  - e. Review/improve alumni giving campaign messaging: We want to conduct research and establish best practices to help us improve communications to our alumni via our ongoing giving communication strategy with the goal of increasing engagement and donations.
2. **Student journey mapping** – We want to conduct research that will help us build a student journey map to help us understand how to best engage with prospects (and their parents) at different touch points to help us communicate in a manner that resonates and moves them through the pipeline from prospect, to applicant, to admitted, to enrolled. Our priority is to better understand and improve our communication content (via email, text, events, collateral, webpages, etc.) for prospective students in our effort to cultivate them from prospective to enrolled status. Additionally, we want to build a current student journey map to help us better communicate and engage our current students to continue to re-enroll, take 30 units per year, and help guide them to graduation.

## **BRAND AWARENESS and CAMPAIGN DEVELOPMENT:**

### **Marketing Strategy and Campaign Elements:**

We seek a partner to create content for digital advertising, Out-of-Home Advertising (OOH), and the development of our next brand campaign concept and platform. Successful deliverables will seamlessly match SFSU's defined brand guidelines and identity standards and bring a new concept for amplifying the brand platform.

1. Update SFSU's brand awareness and enrollment marketing campaign: Using the data from the market research completed above and leveraging on our current brand strategy and marketing campaign (theme), selected firm will support efforts to update SFSU's brand/enrollment campaign for 2024-26.
  - a. Assess current positioning strategy. Recommend keeping or update positioning strategy that highlights SFSU's unique value proposition.
  - b. Production of all creative assets for campaign including photo, video, OOH, digital assets, etc. Firm to coordinate video/photo shoot production to support campaign production from concept to delivery.

The proposal should include portfolio examples of previous creative work from concept to delivery. Examples should display strong storytelling capabilities, high video production values and brand-



aligned digital assets. Did the work influence affinity toward a brand? Share with us how the work achieved results and a solid return on investment. We are seeking a trusted agency partner who values the power of storytelling, creativity and innovation and can deliver best-in-class customer service. Experience within higher education is strongly preferred.

Media buys: Please note that we have under contract a digital marketing agency who manages our media placement buys and strategy. Media buy services are not a part of this RFP. All creative assets produced for our upcoming marketing campaign will be used by our digital marketing agency for our media placement strategy and buys.

SMC will provide the selected vendor access to all past market research and brand/enrollment marketing campaign creative assets for discovery, analysis and assessment.

**\*Marketing Campaign Production to include:**

Creative Assets	Description	Considerations
Video and Photo production	<ol style="list-style-type: none"> <li>1) One :30 spot</li> <li>2) Five additional :15 sec format videos using the same content for OTT/social media.</li> <li>3) One :30 spot in Spanish and one :15sec format video using same content for OTT/social media.</li> <li>4) Photography to support creative assets development</li> </ol>	<ul style="list-style-type: none"> <li>• The budget should include music and photo licensing, all aspects of the video production, technical support, producing, scripting and voice talent (if needed).</li> <li>• Photo licensing to include full ownership of 100 still photos for CSU purposes.</li> <li>• Production schedule and implementation should include firm identifying and managing talent for all video and photography production. SMC will provide assistance where needed.</li> </ul>



Digital Advertising	Creation of Google ads, display ads, social media assets, etc. in support of the campaign.	
Out-of-Home Advertising	Assets for buses, pole banners, and bus platforms	
Print Advertising	Poster and print ads with featured campaign message/CTA	

Quantities and deliverables to the scope of work may be modified based on further assessment during discovery. Modifications or clarifications will be made as needed in partnership with the selected vendor and the University's representative. Listed quantities should be considered required minimums for the purpose of the vendor's response to this RFP.

All recommendations will be driven by data captured through both qualitative and quantitative research studies. Generally, scope of services will include the following (the order listed below may change based on budget and phased priority needs):

## **2. Discovery**

- a. Review of the SFSU brand
  1. Process would include reviewing the University's strategic plan, website, and key marketing materials (enrollment, etc.) to understand current brand efforts.
  2. Review and assess the current brand strategy, including any previous research that has been conducted in the past; audit the print and digital communications/messaging.
- b. Competitor analysis
  1. Identify University's key competitors for unique audiences including in-state and out-of-state.
  2. Review competitors' strengths, weaknesses, and implications for SFSU's brand positioning.
- c. Development of a discovery plan
  1. Plan designed to understand the brand perception of SFSU through the lens of our priority target audiences.
  2. Methodology proposed in the plan should capture our audiences' overall brand perception of SFSU including their feelings, attitudes, attachments, judgment, associations, etc.



### **3. Research**

- a. Conduct research of our priority target audiences to assess:
  1. Current brand perception, awareness, strengths, and weaknesses.
  2. Audience future needs/wants of SFSU.
- b. Quantitative and qualitative research for target audiences:
  1. Vendor to recommend length of survey and quantity of respondents to ensure a valid pool of data.
  2. Vendor to recommend quantity, duration and number of participants for qualitative research.
  3. Quotas should manage distribution of respondents by key demographics.
  4. Possible secondary analysis of subgroups
  5. Audience lists for all target groups will be determined in collaboration between SFSU and vendor.

### **Final Deliverables**

- Provide comprehensive summary of market research findings and their implications.
- Provide written recommendations for a refreshed brand positioning strategy that targets key audiences.
- Provide marketing Campaign production and creative assets. Portfolio samples showing a comprehensive approach to a campaign from concept to delivery. Examples of the analytics and an assessment of the brand affinity established from the same portfolio examples.



### Contract Term

The proposed contract for services is for an initial three year term and a budget of \$375,000 annually. This annual budget is to cover all costs for market research and creative development included in this scope of work. SMC has a recommended schedule below but is open to discussions regarding how to best organize the projects based on best practices and the University’s priorities, needs and annual budget allocation. After the initial (3) three year term, SFSU may ask to extend the services for up to (2) two additional (1) one year terms upon mutual agreement.

### Project Phases



### Budget:

SFSU/SMC has an annual budget of \$375,000 to spend on accomplishing the above projects. To meet our budget needs and our marketing priorities, we would like to divide up the work as outlined above. However, we are open to reviewing, discussing, and making possible modifications to the phases and project order with the selected vendor. This annual budget is to cover all costs outlined for market research and creative development to be accomplished each year.



## **5.2 TRAVEL AND OTHER RELATED EXPENSES**

Any additional expenses (other than consulting services) will need to be authorized in advance of the expenditure. Please provide notes in the “Billing Rates and Budget Template” if additional expenses are anticipated.

Travel expenses, if any, shall be in accordance with the CSU Travel Policy:  
(<https://calstate.policystat.com/policy/10485892/latest/>).

## **5.3 INVOICES**

Payments terms shall be NET thirty (30) days from the date of receipt of an undisputed invoice.

## **5.4 SUBCONTRACTING**

Subcontracting (DVBE) of specialized aspects of the magazine production is permitted under the condition that the Vendor bears full responsibility for and will be held fully liable for the quality and timeliness of subcontracted work.

## **5.5 FEDERAL STATE AND LOCAL LAWS AND REGULATIONS**

Vendor shall comply and abide by all applicable Federal, State and Local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this RFP.

**End of Section 5**



6 BUDGET

6.1 PRICING WORKSHEETS

The excel attachment must be completed fully for each of three budget years and uploaded to CSUBuy / Jaggaer. Please provide major cost breakdown categories, description and pricing for each year. Harmonize budget to the provided scope of work and anticipated timeline. Provided budgetary information will be evaluated both for the total expected costs as well as the thoughtfulness and thoroughness of the included cost categories and descriptions. Bidder should be prepared to present provided budget and answer any questions from the evaluation committee.

SAN FRANCISCO STATE UNIVERSITY - MARKET RESEARCH, BRAND AWARENESS AND CAMPAIGN DEVELOPMENT RFP

Fixed Cost Template

[Enter Company Name Here]

1- [Enter Category or Item Description Here]  
 ... enter description details of category, phase, or cost item(s)...  
 unused categories may be left blank or N/A. Note: Any unit costs must be fully scaled to reflect the yearly total spend.

2- [ ]

3- [ ]

4- [ ]

5- [ ]

Total Year 1 Costs \$ -

End of Section 6



## **7 EVALUATION AND AWARD CRITERIA**

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### **7.1 EVALUATION**

All proposals shall be reviewed to verify that the Bidder has met the RFP submission requirements. San Francisco State University will only consider proposals from financially responsible and responsive firms and organizations presently engaged in the business of providing the services specified in the Scope of Work. The award will be made to the most responsible and responsive Vendor(s) whose proposal is determined to be the most advantageous to San Francisco State University based on the evaluation criteria listed below.

### **7.2 EVALUATION METHOD**

Proposals that have not followed the rules, do not meet minimum content or requirements, qualifications, quantities, quality standards, take unacceptable exceptions to the terms and conditions, or are non-responsive to the required responses in this RFP will be eliminated from further consideration.

Proposals meeting the format requirements will be submitted to an evaluation committee comprised of University personnel. Responses will be reviewed, evaluated and scored. At the conclusion of this review and tally of score, the University may enter into negotiation with the highest ranked Bidder(s). Final award shall be based upon the evaluation scores and reference checks conducted.

San Francisco State University may select one Bidder to receive the RFP award. The selected Bidder will be announced in form of a Notice of Intent to Award. The selected Bidder will then be contacted to enter into contract negotiations, at which time the proposals from other Bidders will be held in abeyance until successful contract negotiations have been completed.

The University reserves the right, at its sole discretion, to reject any and all proposals. Award shall be made from the "short list" of qualified proposers and in the best interest of the University. The University reserves the right to waive any minor irregularities it feels are immaterial to this award.

### **7.3 MINIMUM CRITERIA**

Bidders will have to meet at the minimum the following criteria in order to be considered in this solicitation:

- 1. Submit all required documents, see Section 5.9**
- 2. Must be able to meet all requirement in Section 6, Scope of Work**



**7.4 AWARD CRITERIA**

Each of the following criteria will be scored in accordance with the points referenced below for a total of **100%** points. Incentives or preferences are possible if the Bidder qualifies as California Certified Small Business or DVBE.

AWARD CRITERIA	MAXIMUM POINTS
<b>Vendor Qualifications and Experience</b>	<b>150</b>
<b>RFP Approach, Creativity and Proposal Quality</b>	<b>200</b>
<b>Project Execution and Case Studies</b>	<b>300</b>
<b>Budget (Cost) Proposal and Timeline</b>	<b>250</b>
<b>Presentation Score and Reference Checks</b>	<b>100</b>
<b>Small Business and Disabled Veteran Business Points</b>	<b>As applicable</b>

**7.4.1 VENDOR QUALIFICATIONS AND EXPERIENCE**

This category Bidder’s ability to meet the requirements based on qualifications and experience of the company as a whole and based on the proposed team’s qualifications and experience. The inclusion and quality of the included references will also be considered, however the committee will only conduct reference checks for the shortlisted candidate(s) as a final step in the evaluation process.

**7.4.2 RFP APPROACH, CREATIVITY AND PROPOSAL QUALITY**

This category will consider the bidder’s ability to follow the instructions under Section 5 (Proposal Instructions), the format, layout and completeness of the submission and the conceptual approach and methodology used to respond to this RFP. It will also consider the approach of the vendor to fulfill the scope of work under this RFP.

**7.4.3 PROJECT EXECUTION AND CASE STUDIES**

This category will consider the bidder’s demonstration of relevant experience producing similar work-product and project execution as that outlined in this RFP, as demonstrated through “case studies” or descriptive narratives of bidder’s work – to include two discrete “cases” or examples. Cases should illustrate relevant problem statements when applicable, bidder’s project approach, timeline and results. Include any relevant metrics, sample marketing collateral, or any other suitable content. Bidder may opt to synchronize the case study client(s) as references in the RFP reference section, however this is not mandatory.

**7.4.4 BUDGET (COST) PROPOSAL and TIMELINE**

The lowest overall price proposal among responsive bidders shall receive the maximum points for this category. Points on proposals with a higher overall price shall be determined by dividing the lowest responsive proposal price by the higher proposal price and multiplying by the maximum points as indicated below. Pricing may be normalized across bidders due to the inclusion of significantly differing quantity allowances or qualifying language between bidders at the committee’s discretion. Note that budgetary breakdown(s) will additionally be



qualitatively reviewed for format, thoughtfulness and completeness, and will be open to questions and clarifications during final presentations and final contract completion.

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

Cost offers shall remain valid for a period of 90 days from the proposal due date.

#### **7.4.5 PRESENTATION SCORE & REFERENCE CHECKS**

Selected finalist will be requested to provide a brief “zoom” presentation and respond to questions from the selection committee. Additionally, the top candidate(s) provided references will be contacted prior to award of the contract for services.

#### **7.4.6 SMALL BUSINESS AND DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) POINTS**

See sections 2.9 and 2.10 for information regarding the small business and DVBE incentives.

**End of Section 7**

## **8 TERMS AND CONDITIONS**

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### **8.1 PRECEDENCE OF CSU TERMS AND CONDITIONS**

The Vendor agrees that the CSU Terms and Conditions attached in the prerequisites section of CSUBuy/Jaggaer and the provisions outlined in this RFP shall take precedence over any Vendor terms and conditions in the final contract arising out of this RFP.

### **8.2 TERMINATION FOR NON-PERFORMANCE**

The University shall have the right to terminate the contract arising out of this RFP at its discretion should the Vendor fail to meet the good and/or services requirements of the Contract.

**End of Section 8**



**9 APPENDICES AND ATTACHMENTS**

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This RFP includes the sections as listed in the Table of Contents. The RFP document itself (this document) contains descriptive information relevant for purposes of making a proposal as well as instructions related to the content and format of the proposals. Additionally, there are a number of Attachment and Exhibits included with the RFP.

Attachment and Appendices are critical to the completion of the Service Provider proposal; Attachment and Exhibits must be updated and returned with your proposal (as identified in **Section 5 Proposal Instructions**).

Key Documents (See “Buyer Attachments” section in CSUBUY/ Jaggaer)	
A	This RFP main document
B	Attachment “B” – Pricing/Bid Sheet_Template (Fixed Price Proposal Template)
C	Attachment “C” Small Business Preference
C	Attachment “D” DVBE Participation Request

The Attachments to this RFP provide specific information relevant to your proposal.

Additional Attachments (Prerequisites to review and acknowledge in CSU Buy/ Jaggaer)	
A	CSU General Provisions for Service Acquisitions (rev 05-15-2020)
B	CSU Certificate of Insurance Requirements
C	Small Business Preference
D	DVBE Declaration
E	SFSU Privacy Notice

**End of Section 9**

# 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.

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

## 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

## CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

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.

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

(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,

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

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

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

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.

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

- (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

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

## 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).)

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

## 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.

# **RIDER X**

## **Supplemental Federal Procurement Provisions for Emergency Contracts**

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

## SFSU Market Research, Enrollment and Brand Awareness Campaign Development

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SFSU Market Research, Brand Awareness, and Campaign Development RFP.

<b>Open</b>	8/4/2023 5:30 PM PDT	<b>Type</b>	Request for Proposal
<b>Close</b>	8/29/2023 2:00 PM PDT	<b>Number</b>	SFSU-RFP-00000457-2023
		<b>Currency</b>	US Dollar
<b>Sealed Until</b>	8/29/2023 2:00 PM PDT		
		<b>Payment Terms</b>	0% 0, Net 30

### Contacts

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**Douglas Londgren**

[londgren@sfsu.edu](mailto:londgren@sfsu.edu)

### Commodity Codes

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*None Added*

## Description

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**SFSU Market Research, Enrollment and Brand Awareness Campaign Development.** Strategic Marketing and Communications (SMC) is seeking qualitative and quantitative brand perception and awareness market research regarding SF State and the University's recent marketing campaigns, as well as the provision of targeted metrics/ analytics needed to inform anticipated brand and enrollment campaigns. Research gathered will be leveraged in a later phase providing marketing and campaign production services for 2024-2025.