

Request for Proposal

Date: December 19, 2008

Proposal No: RFP #BT08-02

CAL POLY is soliciting proposals for **Athletic Event Ticketing Services**.

Proposals are subject to the attached Exhibits:

- A** General Information and Submittal Instructions
- B** Contractor Profile and Experience
- C** Scope of Services
- D** Implementation and Training
- E** ADA Accessibility Requirements
- F** Cost Proposal Sheet
- G** Award Criteria
- H** Bidder's General Provisions & Certification
- I** General Provisions for Acquisitions & Services
- J** Supplemental Provisions
- K** DVBE Requirements (Mandatory Requirement)
- L** Insurance Requirements (Due from awarded contractor before commencement of Services)
- M** FERPA Agreement (To be signed by awarded contractor and Cal Poly)
- N** Proposal Compliance
- O** Sample Contract/Agreement

Please complete Exhibits and return in a **sealed** package labeled with the bid proposal number, **before 3 PM, Thursday January 29, 2009**, in accordance with **Exhibit A, General Information and Submittal Instructions**.

Furthermore, Contractors should familiarize themselves with the General Provisions et al before proceeding with particular attention to the other requirements in this document.

Contractors claiming preference as a *certified* small business **must** attach a copy of their certification letter from the Office of Small and Minority Business with their bid.

Information at: <http://www.dgs.ca.gov/pd>

Contractors claiming *certified* Disabled Veteran Business Enterprise **must** attach a copy of their certification letter from the Office of Small Business Certification and Resources with their bid. Information at:

<http://www.dgs.ca.gov/pd>

General Information & Submittal Instructions

Definitions

Contractor: The words "proposer", "supplier", "service provider", "vendor", "contractor", "bidder", "Firm" and "respondent" are synonymous.

Cost: "Fee", "Rate", "Price", and "Cost" are synonymous.

Purpose

The University seeks a Service Provider with proven record of providing Ticketing Services to an athletics department of a Higher Educational Institution to provide similar services to the University. The scope includes providing and maintaining web-based software, providing training to university staff members, and providing on-line ticketing service to customers. The software should be web-based and web browser accessible, collaborative to support multiple users, inclusive with desired features, and intuitive so that it is "easy to use".

The purpose of this proposal is to demonstrate your firm's ability to provide the required services per California State University (CSU) policy.

Schedule of Events

Event	Date
1. RFP Posting and mailing to prospective Contractors	December 19, 2008
2. Last day for questions ⁽¹⁾ Last day to issue an Amendment	January 12, 2009 January 16, 2009
3. Proposal Closing and Opening Date(2)	January 29, 2009
5. Notice of Intent to Award	February 12, 2009

Notes:

1. Questions must be submitted by e-mail to:

Brenda Tesch

E-mail: btesch@calpoly.edu

Reference: RFP #BT08-02

2. Opening of sealed proposals will be held:

January 29, 2009, 3:15 PM

Administration Building, Building 1, Room 128

California Polytechnic State University (Cal Poly)

At the Opening, Cal Poly will only announce the names of Contractors who have submitted proposals up to the time of Opening.

Updates and Questions

Any questions, interpretations or clarifications of this RFP must be requested in writing. All questions, either technical or contractual, must be directed to the person referenced above. Updates, general information, questions and answers, and amendments will be emailed to all known proposers and posted on the following website: <http://www.afd.calpoly.edu/purchasing/BidProposals.htm>

Proposal Submittal

All times of day referenced herein is Pacific Daylight Time. Contract and Procurement Services must receive all proposals, along with completed exhibits **before 3:00 PM, January 29, 2009.**

Deliver proposals to:

California Polytechnic State University

Contract and Procurement Services, RFP No. BT08-02

1 Grand Avenue, Building 1, Room 128

San Luis Obispo, CA 93407

Proposals must be **sealed** and the package should be externally marked with "**BT08-02**" as referenced above.

(NOTE: Only proposals received on University forms will be acceptable.)

Proposals are due no later than the above date and time, at which time they will be publicly opened and the names of the contractors read. Proposals received after the closing date and time will not be opened; they will be marked "LATE" and returned to the respective bidders. Proposals submitted by mail or any means other than personal delivery must be submitted sufficiently in advance of the proposal opening to ensure delivery to the above address prior to the specified opening date and time.

Contractor is solely responsible for ensuring that its courier service provider makes proper deliveries to the required Cal Poly physical location. Cal Poly is not responsible for any delays caused by the Contractor's chosen means of proposal delivery, by the United States Postal Service, by any other means, or after delivery to a central location on campus.

You may submit proposals by e-mail. Email them to purchasing@calpoly.edu. Make sure to reference the proposal number in the Subject field, so the email can easily be identified as a Request for Proposal. The proposal will be opened at proposal opening date and time.

Neither the University nor any agent thereof will be obligated in any way by any Contractor response to this RFP.

Cal Poly reserves the right to withdraw this request, or, decline any and all proposals at its sole discretion.

Proprietary and Private Information

Certain information and data that may be required to respond to the RFP may be proprietary or confidential under the California Public Record Act. All Public Record Act materials must be labeled as such. Each Contractor must specifically agree as part of their response to this RFP that they will maintain confidentiality of all Cal Poly information provided in support of the RFP and implementation of any resulting applications and systems. Proposals become the property of Cal Poly upon submission and will be maintained in accordance with the California Public Record Act.

Proposal Format

Contractors are required to send three (3) printed copies of the proposal. Each copy must be in a 3-ring binder with dividers between each Exhibit and its associated responses. Cal Poly will accept an electronic copy of the proposal, via e-mail (purchasing@calpoly.edu) in place of the three printed copies of the proposal. All files provided must be in Microsoft Word or Microsoft Excel formats readable by Microsoft Office 2003 or in PDF format readable by Adobe Acrobat software. In the event of any discrepancies between the electronic file attachments and the printed-paper information, the printed information will prevail. A Cover Letter must be provided, containing a summary of Contractor's ability to provide the system and perform the services described in the RFP and confirming that Contractor is willing to perform those services and enter into a contract with the California Polytechnic State University, San Luis Obispo. The letter must be signed by a person having the authority to commit the Contractor to the contract.

Table of Contents must be organized in the order cited in the format contained herein. The Contractor must respond, in order, using the alpha and numbering system of this RFP. Pricing must be based on the system information provided in this RFP.

The Contractor must provide written, point-by-point narrative responses to each Proposal statement or question; simply stating "agreed" or "complies" is not adequate. Supplemental technical information, product literature, and other supporting materials that further explain or demonstrate the proposed System capabilities may also be included within the proposal response.

Amendments

The **University** may modify this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission of proposals, by issuance of an amendment to all known proposer who have been

furnished the RFP and posting to the website referenced above . Amendments will be numbered consecutively.

Proposal Compliance

Exceptions to any requirement in this proposal, including General and Supplemental Provisions must be identified on **Exhibit N, Proposal Compliance**. Proposal Compliance form must be signed by a person having the authority to commit the Contractor to the contract.

Proposal Evaluation

An evaluation committee will review responsive proposals. The committee will consist of staff from technical, administrative, and procurement functions.

The award will be made on a competitive basis using Total Cost of Ownership (TCO) and best value analysis at the sole discretion of Cal Poly.

Proposals will be evaluated on a point system, as specified in **Exhibit G, Award Criteria**. The points awardable to responses to each Exhibit are also shown on the Exhibit page headings for Exhibits B-F.

If a Contractor is subcontracting any of the services from other Contractors:

- The Contractor must act as the single point of contact for all Cal Poly account administration, billing, and sales purposes for all the software technologies.
- Cal Poly must be given problem resolution capabilities and direct communication with the technical support operations (Help Desk) of each technology provider specified within the proposal.
- The **Contractor Profile and Experience** section below must be provided for each Contractor associated with the proposal.
- Please see **Exhibit J, Supplemental Provisions. Section. 4 - Subcontracting**

The costs used for evaluation purposes will be the complete lifecycle cost of the services and technologies required to fulfill all mandatory elements. Separate costs and pricing associated with desirable or optional functionality may be considered in developing an overall evaluation of a proposal. The Contractor must identify items or services to be provided by another source, which are required to fulfill the Contractor's proposed solution.

The contract award, if made, will be made on the basis of the best cost and benefit ratio as determined by the evaluation committee. The decision of Cal Poly to award to one proposer, or to make multiple, partial, or no awards is final.

Selection of Finalist

The Finalist will be determined based on the highest ranking assessed during the Award Criteria Phase.

Right to Reject Proposals and Negotiate Contract Terms

Cal Poly reserves the right to reject any or all proposals. Cal Poly may negotiate the terms of the contract, including the award amount, with the selected Contractor prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Contractor or Contractors, Cal Poly may negotiate a contract with successively lower scoring Contractors until conclusion is reached or determination is made to make no award at all.

Period of Performance

Contract is to be for a minimum of three (3) years, period beginning after the execution of a contract, with the University having the option to renew this agreement upon the same terms and conditions for up to two (2) one-year additional consecutive periods. Contractor may request a cost increase/decrease if the agreement continues beyond the initial 3 years. Request must be made within thirty (30) days of any exercised renewal option exercised. Fee shall be determined by the then current CPI with a maximum increase/decrease of 3%.

Contractor Profile and Experience **(15 Points)**

Proposals submitted for consideration must include the information below about the Contractor organization. If the Contractor proposes integration of various solutions from different providers, the information must be provided for each Contractor and Subcontractor providing components of the integrated solution.

Proposers are required to provide the following information:

1. How long has the company been doing business? Note: Contractor must have been in business, providing ticketing development software for at least five (5) years.
2. How many years has your company been selling this product?
3. A description of the full range of products offered by your company.
4. What distinguishes your company from your competitors?
5. What is your growth strategy for the next five years
6. How many customers have cancelled a contract before, during, or after installation and what are the reasons for cancellation?
7. Does your company have a parent company; if so provide a brief description of that organization.
8. Provide a copy of your company's mission statement.
9. Provide a statement of past, present or pending legal action and threatened legal action involving the company's business operations or services.
10. Provide five (5) references of higher education institutions which demonstrate experience in providing ticketing and development activities for programs similar in nature required by this RFP. They should be Division I Athletic Department clients. Include company/institution name and address, and name, title, and telephone number of person to contact.

Scope of Services (55 points)

General Requirements

The University seeks a Service Provider with proven record of providing Ticketing Services to an athletics department of a Higher Educational Institution to provide similar services to the University. The scope includes providing and maintaining web-based software, providing training to university staff members, and providing on-line ticketing service to customers. The software should be web-based and web browser accessible, collaborative to support multiple users and multiple venues, inclusive with desired features, and intuitive so that it is “easy to-use”.

Within this section, the University has listed required specifications and functions for a Ticketing and Development Software program. Proposers shall respond by indicating how their product can provide or accommodate the functionality described as well as additional functionality not listed.

Cal Poly Athletics sells tickets to home athletic events for intercollegiate sports held on the Cal Poly campus using multiple facilities and venues. Cal Poly Athletics also raises money for its general scholarship fund and various booster entities through the donations. Cal Poly Athletics seeks an integrated “hosted” ticketing and development software system to track sales, donations, patron attendance, along with Customer Relationship Management (CRM) email and online (internet) commerce capabilities.

Specific System Requirements

The System Requirements are split into two sections:

- **Mandatory Requirements:** The Service Provider must provide these mandatory software interfaces and user capability features. A proposal shall be deemed non-responsive if it does not meet mandatory requirements.
- **Preferred Requirements:** It is highly desirable to have the Service Provider provide these software interfaces and user capability features.

To assist the evaluation team, the Respondent shall complete the following table and submit it with the proposal.

- **University Requirements:**
 - **M** – Mandatory Requirement of the University.
 - **P** – Preferred Requirement of the University.
- **Respondent Entries:**
 - **Y** – Yes, feature is currently supported by software.
 - **N** – No, feature is not currently supported by software.
 - **C** – Custom development for implementation would be required by Respondent.
 - **F** – Future feature will be supported by Respondent. **Note:** Provide anticipated date of availability.

Feature Requirement	Function Description	Feature Availability (Y, N, C, F) and Date (for Future Features)
Mandatory Requirements		
M	1. Hosted server monitored 24/7/365 in a secure environment with appropriate redundancy and system backup infrastructure.	
Comment:		
M	2. Software and hardware support offered 24/7/365	
Comment:		
M	3. Integrated account management system with customer history, order detail, renewal, payment plan functionality, along with donor history related to donations, priority points, and benefits.	
Comment:		
M	4. Exclusive control and/or access to patron database	
Comment:		
M	5. Ability to sell and/or renew season tickets for post-season tournaments & games on-line	
Comment:		
M	6. Access management server (if separate) with appropriate security, redundancy, and backup capabilities	
Comment:		
M	7. Access management software functionality to track/verify bar coding, track attendance, track ticket transfers, track "print-at-home" tickets	
Comment:		
M	8. Online (internet) ticket sales and donation portal that updates hosted server with patron and commerce data real-time. Ticket sales include season/mini plan sales, single-event sales, and group sales. Online donation capabilities, such as donations to specific sports or projects, seat option fees, renewal or purchase of stampede memberships.	
Comment:		

Feature Requirement	Function Description	Feature Availability (Y, N, C, F) and Date (for Future Features)
M	9. Online promotional and pre-sale capabilities (single game tickets)	
Comment:		
M	10. Online account manager for CAL POLY Athletics customers and donors	
Comment:		
M	11. Email software to be used for targeted email marketing/CRM purposes	
Comment:		
M	12. CAL POLY Athletics maintains exclusive right to market to patron database	
Comment:		
M	13. System reporting tools, including export capabilities (spreadsheets & documents), queries, event recaps, ticket reconciliation, etc...	
Comment:		
M	14. Data transfer compatibility with "Advance" donor database system used by the University	
Comment:		
M	15. On-site training by trainers with college athletics experience	
Comment:		
M	16. Solution must be Payment Card Industry (PCI) compliant	
Comment:		
M	17. Ability to maintain CAL POLY Athletics online branding (related to official website http://www.gopoly.com/)	
Comment:		

Feature Requirement	Function Description	Feature Availability (Y, N, C, F) and Date (for Future Features)
M	18. Product must be flexible to feature expansion via programmatic interfaces and/ or custom developed modules	
Comment:		
M	19. Ability to operate the system from multiple venues on and off campus	
Comment:		
M	20. Ability to build, modify, and maintain multiple venue seating diagrams, seating maps, and seating manifests.	
Comment:		
M	21. Data delivered using open standards in an industry standard database format	
Comment:		
M	22. Form handling and verification and secure online forms processing for membership and event registration (PCI compliance for credit card processing)	
Comment:		

Feature Requirement	Function Description	Feature Availability (Y, N, C, F) and Date (for Future Features)
Preferred Requirements		
P	1. On-line ticket customers have ability to determine the general area their seats will be located	
Comment:		
P	2. Preferred (Donor) Parking Ticket Module	
Comment:		
P	3. Revenue sharing of all on-line fees & charges	
Comment:		
Comment:		

Feature Requirement	Function Description	Feature Availability (Y, N, C, F) and Date (for Future Features)
P	4. Auction Module	
Comment:		
P	5. Purchasing assistance with ticket printers	
Comment:		
P	6. Purchasing assistance with Scanners	
Comment:		
	7. Ongoing training opportunities	
Comment:		

Technical Questions (Each question worth 3 points):

Ticketing & Fundraising Software Functionality

1. Describe in detail your company’s software functionality related to ticket sales (office/internet), season ticket renewals, handling of payments, refunds/exchanges, donations (office and internet), priority points, and customer history.
2. Is your software PCI compliant? Provide details of how you do or do not comply.
3. Outline your system reporting capabilities, including reconciliation of events, sales reports, and accounting reports.
4. Discuss the access management solution your company provides. Is real-time data available to track venue entry? How quickly is access data uploaded to ticket holder/donor account database?
5. Would the ticketing be on a single-inventory system with internet, phone center, and back office accessing the same map or manifest?
6. How is data shared between the fund raising and ticketing systems and how often is it updated or refreshed?
7. How is data shared between the university “advance” donor database software and the fundraising system and how often is it updated or refreshed?
8. Describe your company’s software related to online donations? Can online donations be made? Can donations be made in conjunction with season ticket purchase in a “donor area”?

Software, Technical and Implementation Support

9. Provide a basic overview of your software and technical support structure and scope, including hours of operation and support staff’s experience in working with college athletics customers.
10. Would a dedicated “account manager” be assigned to Cal Poly and how often/which hours would the “account manager” be available for assistance.

11. Describe any services, not included in this Request for Proposal that your firm can provide to Cal Poly that may be of benefit to the University.
12. Describe in detail the procedures or remedies should the Ticketing and Development Management System-generated site becomes unreliable (fails to load, response time exceed five (5) seconds, etc.).

Branding, Ticketing Distribution, Marketing Support

13. Outline how your online ticketing system would keep the Cal Poly (<http://www.gopoly.com/>) brand.
14. Would Cal Poly maintain control of email marketing campaigns and exclusive control of the ticketing/fund development database?
15. Would your solution offer Cal Poly an opportunity to sell sponsorship space on its ticketing pages or its print-at-home tickets?
16. Does your company offer additional ticket distribution outlets in San Luis Obispo County? Does your company offer a phone center either internal or contracted and what would Cal Poly's cost be for utilizing this service?
17. What other ways would your company support or supplement the Cal Poly ticket sales and marketing efforts?

Hosted Solution/Hardware and Equipment Cost

18. Outline your company's hosting environment including security, redundancy, and system backup.
19. What costs would Cal Poly have to cover to upgrade to your access management product?
20. Would any ticket office/development office computer equipment or hardware be provided to Cal Poly at no cost (PCs, Monitors, Ticket Printers, etc.)? Would discounted equipment be available for purchase by Cal Poly?

Service and Support

The Proposer shall respond to the following with respect to their intended service/support methods and procedures.

1. Service Locations and Representation:

State the primary location of the service organization directly responsible for maintaining the Ticketing and Development Management System and the service territory covered (note: if technicians work out of their homes, list the office address of his/her immediate supervisor):

State the number of service representatives operating from the primary location, as well as their respective level of experience, that are trained on the system proposed and will be responding to University's service calls:

_____ Total technicians;

_____ with less than one year of Ticketing and Development Management System service experience;

_____ with from one to five years of Ticketing and Development Management System service experience;

_____ with over five years of Ticketing and Development Management System service experience.

Provide a list of all the certifications that the service technicians possess.

2. Response Time:

Response time shall be defined as the time necessary for the Contractor to arrive and begin repairs.

If the Contractor can provide better response times, indicate below:

Emergency Repairs Response Time: _____ hours from notification

Normal Repairs Response Time: _____ hours from notification

Preventative Maintenance Response Time: _____ hours from notification

General Information:

What are the procedures to be used to contact service personnel?

Implementation and Training (25 Points)

Overview

The Contractor must provide a Proposed Implementation Plan describing their approach and timeline for a phased and smooth transition to implementation. The proposal must clearly demonstrate that the Contractor has the ability to implement the services on the estimated go live date of June 1, 2009.

Implementation Scope

At a minimum, the proposed plan must include a Project Schedule and Timeline including estimated start and end dates, milestones, and an accompanying written explanation for complete project implementation including:

1. **Hardware & Software** The complete hardware and software infrastructure necessary to support the proposed Scope of Services and delivery schedule.
2. **Hiring and Training** of personnel and established staff:
 - On-site system administrator training
 - On-site training of system users
 - Training, onsite, for new skills required by Cal Poly, including:
 - System administrators
 - Training staff
 - Training materials provided for items above
 - Recommendation for training logistics including classroom size and required network, hardware and software facilities, program, and timetable
3. **Assumptions & Requirements** regarding the university's staff participation and any costs or specifications for necessary services, hardware or software to be provided by Cal Poly outside the Contractors Proposal.
4. **Contingency Plan**, which describes how problems will be handled, which should include: back-up equipment, services personnel, escalation protocols, and response and resolution times (if different than baseline support services).
5. **Go-Live**: Describe the procedures to move into production operation.
6. **License Agreements**, Provide copies of proposed license agreements.
7. The Respondent shall clearly state how fees for licensing and service will be structured (by user name, number of users, per month, per data storage volume, per project archive, etc.), how many users can access project website at once, and days and hours telephone and online services and support will be available.

Authentication

Respondent shall provide an easy-to use user registration process, including personalized and secure password and username generation and personalized welcome. Respondent should specify current policy and practices for creating and managing usernames and passwords, e.g., what are the guidelines and process for creating, expiring and changing them?

Proposed Schedule

Contractors are encouraged to provide proposed plans for the Base Implementation that can be completed within two (2) months. It must include a decision-making protocol for key milestones. However, determination of the actual project plan and schedule will be made in conjunction with Cal Poly's Project Implementation Team.

In order to prepare a proposal, Respondents may respond under the assumption that the Schedule starts in April 1, 2009.

Acceptance Test

Further information on the Acceptance Testing may be found in *Exhibit J, Supplemental Provisions*.

ADA Accessibility Requirements (10 Points)

Contractor warrants that it complies with California and federal disabilities laws and regulations. Contractor hereby warrants that the products or services being proposed 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, and any related standards and practices established by the CSU and Cal Poly. Products or services proposed must be certified as compliant prior to award. Contractor agrees to conduct testing and to provide documentation as required by Cal Poly to certify compliance.

Any acquisition considered electronic and information technology (E&IT) as defined by Section 508 (36 CFR Part 1194) requires the submission of a completed Voluntary Accessibility Product Template in order for the CSU to ascertain conformance with the applicable E&IT standards developed by the U.S. Access Board. For more information, please refer to the following documents:

- Information to Vendors - CSU Accessibility Requirement - http://www.calstate.edu/Accessibility/EIT_Procurement/APPENDIX.B.Vendor_Information.doc
- CSU Guide to Completing the Voluntary Product Evaluation Template (VPAT) http://www.calstate.edu/Accessibility/EIT_Procurement/VPAT_Guide.html (HTML)
http://www.calstate.edu/Accessibility/EIT_Procurement/APPENDIX.C.VPAT_GUIDE.doc (Word)
- Web-Accessibility Section 508 Manual Evaluation for Web Applications/Services – <http://www.calstate.edu/Accessibility/webaccessibility/evaluation/index.shtml>
- CSU Expanded Guide to Section 508 Technical Standards – Subpart B - http://www.calstate.edu/accessibility/section508/tech_standards.shtml

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

For any proposed product or service that does not conform to accessibility standards and for which an exception does not apply, the vendor should (1) describe its capacity to respond to and resolve any complaint regarding accessibility of its products or services, and (2) provide a plan and timeline by which accessibility standards will be incorporated.

Vendor must provide the name of a person and their contact information to address questions and issues regarding the accessibility of the product and services.

The CSU reserves the right to perform real-world testing of a vendor's product or service in order to validate vendor claims regarding Section 508 conformance. In order to facilitate this testing, the vendor shall, upon request, provide to the CSU a copy of the product being considered for purchase or access to a test site for a period of at least 30 calendar days. The version of the product that is provided for testing purposes, must be equivalent in functionality and features to the commercial version that is under consideration for purchase. The CSU in its sole discretion will determine the level of compliance with Section 508 on all products being reviewed.

Proposals or bids without a completed VPAT may be disqualified from the competition.

Cost Proposal Sheet

(55 points)

Pricing Options

The pricing should be based on the requirements in *Exhibit C and Exhibit D*.

Fee Structure: Contractor shall submit a detailed fee schedule of rates for all required software, hardware and services. Fee schedule shall be fixed for the three year term of the agreement. Contractor may request a cost increase/decrease if the agreement continues beyond the initial 3 years. Request must be made within thirty (30) days of any exercised renewal option exercised. Fee shall be determined by the then current CPI with a maximum increase/decrease of 3%.

Please provide pricing, prior to tax, for each of the options listed below. In each case, provide:

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

The chart below is a suggested presentation of the requested information. Year 1 costs will primarily be acquisition costs, but any maintenance or service fees should also be listed. Years 2 and 3 are listed for ongoing maintenance costs.

PRICING (43 points):

Please provide specific costs for the following items. For custom work, please provide hourly rate.

Description	Unit Price	Year 2 Unit Price	Year 3 Unit Price
1- Annual fee for hosted server and 24/7/365 software and hardware support	\$	\$	\$
2- Annual software licensing fee (ticketing, development, credit authorization, patron database) for: 15 users 10 users	\$	\$	\$
3- Annual fee for Access management server	\$	\$	\$
4- Annual software licensing fee for Access management software	\$	\$	\$
5- Annual hardware fee for Access management bar code scanners (Quantity unknown at this time)	\$	\$	\$
6- Hardware costs to add Access management points at Cal Poly	\$	\$	\$
7- Annual fee for Email management software (unlimited emails)	\$	\$	\$
8- Annual licensing fee for online ticketing and development functionality (online ticket sales, online donations, group sales)	\$	\$	\$

portal)			
9- Miscellaneous hardware and installation charges associated with hosted server and/or access management server.	\$	\$	\$
10- Price for Boca printers 200 dpi 300 dpi	\$	\$	\$
11- Cost of software upgrades and modifications	\$	\$	\$
12- Cost of professional services	\$	\$	\$
13- Data conversion charges (one-time)	\$	\$	\$
14- Credit card rate for Cal Poly Athletics transactions	\$	\$	\$
15- Full outline of fees charged to customer (end-user) for the following: Season/mini plan ticket per ticket fee Season/mini plan ticket order charge Single game ticket per ticket fee Single game ticket order charge Ticket forwarding/ticket transfer fee Print at home per order fee Online donation fee Payment plan fee Student season plan per ticket fee Student single ticket per ticket fee Group sales portal per ticket fee	\$	\$	\$
16-Any additional costs/fees (please itemize)	\$	\$	\$
17- This list is not exhaustive ~ Vendors should list any and all additional costs or programs not specifically itemized above.	\$	\$	\$
Total	\$	\$	\$

Pricing Questions (Each question worth 3 points):

1. Outline the annual licensing fees for Cal Poly to run your ticketing, development, access management, email, and group ticketing portal (approximately 15 users at peak).
2. What would the cost be for any software, operating system, or related hardware upgrade?
3. Outline the fee structure that would be charged to Cal Poly customers over the life of the agreement (single-game tickets, season/plan tickets, season renewals, print-at-home tickets, order fees).
4. Cal Poly would like an opportunity to share profits from internet/phone service charges. What would our share be on a per-ticket basis?

Please attach any comments related to items listed above.

Award Criteria

The award will be made on a competitive basis using Total Cost of Ownership (TCO) and best value analysis at the discretion of Cal Poly.

Cal Poly, San Luis Obispo will evaluate the responses to this RFP based on the contractor's ability to:

- Meet the functional and technical requirements described in this proposal.
- Provide a cost-effective solution.
- Demonstrate expertise and functionality as evidenced by client references.
- Provide a superior level of customer service and technical support evidenced by references.
- Provide responses that are clear, concise, and complete.
- Provide responses that answer all the questions.
- Provide a service with the most effective Total Cost of Ownership (TCO) across its useful life.

The award of this contract will be based solely on a combination of factors as determined to be in the best interests of the University. Responsive Contractors will be evaluated and weighted as follows:

Contractor Profile and Experience: The Contractor demonstrates an established, successful track record of past performance providing products and services, as outlined in Exhibit B.	15 Points
Scope of Services: The solution clearly demonstrates the Contractor's approach and ability to provide ticketing services, as outlined in Exhibit C.	55 Points
Implementation: The Contractor clearly demonstrates a well defined implementation plan, as outlined in Exhibit D.	25 Points
ADA Accessibility Requirements: This area will be evaluated using information provided in response to Exhibit E.	10 Points
Cost Structure: This area will be evaluated using information provided in response to Exhibit F.	55 Points
Total	160 Points

Contractor may be required to go through an interview of questions and answers via Teleconference.

The awarded contractor will be determined based on the highest ranking assessed during the evaluation.

The University will use the above Criteria to select a finalist or finalists.

Technical Reviews and Presentations may be arranged with the finalists to observe the proposed system in operation and to obtain any necessary further information about the finalists' systems and their response to this RFP.

Contractor must have a demonstration site for the University to use to evaluate for ADA Accessibility.

The University reserves the right to further negotiate the terms and conditions of the contract after evaluating the proposals and discussing them further with the finalists or the tentatively selected Contractor.

CSU Solicitation Provisions and Bidder Certification

INSTRUCTIONS

This form is provided to assist in the development of solicitations. This is not a mandatory form. Campuses may use their own form or procedure to transmit solicitation provisions and obtain the proper bidder certifications.

Campuses should modify this form as necessary, to comply with campus procurement procedures and the requirements of the solicitation.

The solicitation certifications below include all that have been identified as of the revision date. These certifications are those that are required at the time of bid submittal and do not include certifications required for contract execution.

I. SOLICITATION PROVISIONS

1. Definitions:

- (a) The Trustees of the California State University are referred to as "CSU" or "University."
- (b) The terms "bid" and "proposal" are synonymous and means an offer made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a "seal bid" or results in award of a contract to a single or sole source.
- (c) "Bidder" or "Proposer" is used interchangeably and each shall apply to the business entity which submits a bid/proposal or is awarded a contract.

2. Preparation of Bids and Proposals:

- (a) Proposer shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.
- (b) All bids submitted, including electronic bids, must indicate unit prices for each separate line item quoted in addition to showing the totals. In case of discrepancy between the unit price and the extension set forth for the item, the unit price shall prevail; however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, the amount set forth in the "Extension" column shall be divided by the quantity for the item and the price thus obtained shall be the unit price. In case of discrepancy between the totals shown on the bid form and the actual sum of the item totals, the actual sum of all item totals shall prevail.
- (c) Brand names: Any reference to brand names and numbers in the bid solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the indicated standards of quality will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the reference brands.

Unless the bidder specifies otherwise in the bid, it is understood that the bidder is offering a referenced brand item as specified in the bid solicitation. The CSU reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references; the CSU may require a bidder offering a substitute to supply additional descriptive material and a sample.

(d) Time of delivery (whether a commodity or a service) is a part of the bid and must be strictly observed. Time, if stated as a number of days, shall mean calendar days.

(e) Bids shall be completed in all respects as required by this solicitation. A bid 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 changed the quality of the bid. Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the evaluation committee, such information was intended to erroneously and fallaciously mislead the CSU in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this solicitation, the bid will be rejected. Statements made by a bidder shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

The CSU reserves the right to request additional information which in the CSU's opinion is necessary to assure that the proposer's competence, experience, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

3. Submission of Bids:

(a) Whenever the CSU so designates, bids must be signed and sealed, with the bid number, bidder's name and address, and closing date, on the outside of the envelope.

(b) Bids or partial bids, and modifications or corrections thereof received after the closing time specified may not be considered.

(c) The bidder is solely responsible for ensuring that the bid is delivered to the CSU prior to the date and time specified and in accordance with the solicitation requirements. The CSU shall not be responsible for any delays in mail delivery, including delay occasioned by the internal CSU mailing system, or transmission errors or delivery errors.

4. Cancellation: This solicitation does not obligate CSU to enter into an agreement. CSU reserves the right to cancel this solicitation at any time, should the project be canceled, CSU loses the required funding or it is deemed in the best interest of CSU. No obligation either expressed or implied, exists on the part of CSU to make an award or to pay any cost incurred in the preparation or submission of a bid.

5. Bidder's Cost: Costs for developing bids are entirely the responsibility of the bidder and shall not be chargeable to the CSU.

6. Revisions in Bid Solicitation: In the event a bidder believes that the CSU's bid solicitation is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the CSU's procurement office, either by telephone, telegraph, letter, or visit, immediately upon receipt of the bid solicitation, in order that the matter may be fully considered and appropriate action taken by the CSU prior to the closing time set for bids.

7. Removal of Names from Bidders' List: The CSU may remove the name of any vendor or contractor from its lists of potential bidders whenever the CSU has received no recent responses to its bid solicitations from that vendor or contractor.

8. Award of Contracts:

(a) Contracts will be made or entered into with (1) the lowest responsible bidder meeting specifications, (2) the bidder with the highest score attained at the end of a competitive evaluation process, or (3) as otherwise specified in the bid solicitation. The CSU reserves the right to determine the results of the prescribed evaluation process and the awardee.

(b) Where more than one item is specified in the bid solicitation, the CSU reserves the right to determine the low bidder either on the basis of individual items or on the basis of all items included in the bid solicitation.

(b) Unless the bidder specifies otherwise in the submitted bid, the CSU may accept any portion or group of items or services offered in the bid, or accept none of them at all.

(c) The CSU reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

(d) A CSU purchase order mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid solicitation results in a binding agreement without further action by either party. The binding agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

9. Bid Evaluation Preferences: In evaluating bids, the CSU will give preferences in accordance with the law for suppliers who are a California certified Small Business. If the bidder claims preferences under the Enterprise Zone Act (EZA), Target Area Contract Preference Act (TACPA) and Local Agency Military Base Recovery Area Act (LAMBRA), the bidder must complete and return the appropriate forms incorporated in the solicitation. Preferences may also be given for bidders using recycle products in accordance with Public Contract Code Sections 10408 and 12150 et seq. Where multiple preferences are claimed, the CSU will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.

10. Financing of Acquisition: Bidder shall include within the contents of its bid or proposal the best financing alternatives it has to offer the CSU whenever the solicitation document expresses the CSU's desire to consider financing (including third-party possibilities) as an option.

11. Patent, Copyright, and Trade Secret Indemnity: A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

12. Protests:

(a) Prior to Bid Opening - Potential bidders are afforded the opportunity to take exception to or "protest" the specifications and/or requirements of the bid solicitation. Such protests must be conveyed in writing to the CSU and also be resolved in writing by the CSU each within the timeframes specified, prior to the scheduled bid submittal deadline. However, any protests of specifications or requirements received after 1/5/09 shall be considered untimely and shall be rejected. The CSU's decision on a protest is final.

(b) Prior to Contract award – Only a contractor who submits a proposal is allowed to protest a Contract award. If a protest is received in writing within 5 calendar days of the bid opening or "Intent to Award" notification, and filed on the grounds that the contractor's proposal should have been selected in accordance with the evaluation/selection criteria in the solicitation document, the contract shall not be awarded until the protest has been withdrawn or a decision has been reached by the CSU. The CSU shall review the merits and timeliness of the protest and submit a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The CSU's decision on a protest is final.

13. Accommodations for the Disabled: It is the policy of the CSU to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process, or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation.

14. Confidentiality: Final bids are public upon bid opening; however the contents of all proposals, drafts bids, 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.

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.

II. BIDDER CERTIFICATIONS

By submitting a bid, the Bidder certifies to the following:

1. Americans With Disabilities Act (ADA): Contractor assures the CSU 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. Unfair Practices Act: Contractor warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).
3. Violation of Air or Water Pollution Laws: Unless the contract is less than \$25,000.00 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 a proposal the Contractor warrants that the Contractor 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 either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.
4. Compliance with NRLB Orders: In submitting a bid or signing a contract the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.
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).

6. Noncollusion 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.

7. Safeguards for confidential information: 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 et seq.

8. Covenant Against Gratuities: The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the 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, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the CSU 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.

9. Public Contracts Code Restrictions For CSU Employees: CSU employees and immediate past employees must comply with restrictions regarding contracting with the CSU. Bidder needs to be aware of the following provisions regarding current or former CSU employees. In submitting a bid, bidder certifies that the bidder is eligible to contract with the CSU pursuant to the Public Contracts Code (PCC) sections list below:

Current CSU Employees (PCC Section 10831):

a) 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 CSU department through or by a CSU contract unless the employment, activity or enterprise is within the course and scope of the officer's or employee's regular CSU employment.

b) No officer or employee shall contract on his or her own behalf as an independent contractor with any CSU department to provide goods or services.

c) This prohibition does not apply to officers or employees of the CSU with teaching or research responsibilities.

Former CSU Employees (PCC Section 10832):

a) For the two-year period from the date he or she left CSU employment, no former CSU 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 CSU department.

b) For the twelve-month period from the date he or she left state employment, no former CSU officer or employee may enter into a contract with any CSU department if he or she was employed by that CSU 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 CSU service.

10. 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 venturers, and subcontractors 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 the CSU 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 venturers, or subcontractors. 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.

CSU General Provisions For Information Technology Acquisitions

1. Commencement of Work

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

2. Invoices

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the CSU, time will be computed from date of delivery of the commodities as specified, or from date that correct invoices are received in the office specified by the CSU if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the CSU, date of delivery shall mean the date the supplies, equipment or services are accepted by the CSU following the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the CSU warrant or check.

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number and Contractor's Identification number are to be included on the invoice. Final invoice shall be marked as such.

The Contractor shall submit invoices to the CSU for payment of goods and services rendered. Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the acceptance of goods by the CSU; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.

The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Appropriation of Funds

- (a) If the term of the 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, terminate any services 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 the 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.

4. Cancellation

CSU reserves the right to cancel this Contract at any time upon thirty (30) days written notice to the Contractor.

5. Independent Status

The Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.

6. Conflict of Interest

- (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
- (b) The CSU requires a Statement of Economic Interests (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 [reference G.C. 82019].

The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services, goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Contract.

7. 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. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

8. Assignments

Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

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

11. General Indemnity

The Contractor agrees to indemnify, defend and save harmless the CSU, its 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 which may be injured or damaged by the Contractor in the performance of this Contract.

12. Use of Data

The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the 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 the Contractor pursuant to this Contract is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.

13. Termination for Default

The 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.

14. Personnel

The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees; however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRRA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (e) 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.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regs., Section 8107).

16. Drug-Free Workplace Certification

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will 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, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) 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, as required by Government Code Section 8355(c), 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.

17. Severability

The Contractor and the 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 the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

18. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Contract.

Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

19. Waiver of Rights

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

20. Patent, Copyright, and Trade Secret Indemnity

- a) Contractor will indemnify, defend, and save harmless the CSU, its officers, agents, and employees, 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 the 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 the CSU with indemnity protection.
 - i) The CSU will notify Contractor of such claim in writing and tender the defense thereof within a reasonable time; and
 - ii) The Contractor will have control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that 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 the CSU has the option to participate in such action at its own expense.

- b) Contractor may be required to furnish a bond to the CSU 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 Contactor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing provided they comply with Contract bid and performance requirements and/or expectations. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the CSU shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the CSU in procuring substitute Deliverables or Software at Contractors cost and expense. If, in the sole opinion of the CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impracticable, the CSU shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.
- e) Contractor certifies that it has appropriate systems and controls in place to ensure that 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.

21. Examination and Audit

For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. 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.

22. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he 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).

23. Child Support Compliance Act

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

- (a) The 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) The 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.

25. 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.

26. Taxes, Fees, Expenses, and Extras

- (a) Articles sold to the CSU are exempt from certain Federal Excise Taxes. The CSU will furnish an exemption certificate on request.

- (b) Unless specified otherwise, prices quoted shall include all required taxes.
- (c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the CSU unless expressly included and itemized in the bid.

Unless otherwise indicated on the Purchase Order or Contract, on "FOB Shipping Point" transactions vendor shall arrange for lowest cost transportation, prepay, add freight to invoice, and furnish supporting freight bills over \$50.

Shipments that are California intrastate in nature and where freight is to be borne by the CSU shall be tendered to carriers with written instructions that rates and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.

On "FOB Shipping Point" transactions, should any shipments under this Purchase Order or Contract be received by the CSU in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers by wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packing or loading or some inherent defect in the equipment and/or material, vendor on request of the CSU shall at vendor's own expense assist the CSU in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

27. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor.

Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

28. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.
- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

29. Contractor's Power and Authority

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

30. Recycled Content Certification

Contractor agrees to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of recycled content material, as defined in Sections 12161 and 12200 of the Public Contract Code, in materials, goods, or supplies used in the performance of this Contract.

31. 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 the parties.

32. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with default provisions hereof.

33. Rights in Work Product

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the 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 sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Clause will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials. The CSU will have Government Purpose Rights to the Work Product as Deliverable or delivered to the CSU hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the CSU for any CSU purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any CSU purpose. Such recipients of the Work Product may include, without limitation, CSU Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.

This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

34. Follow-On Contracts

- a) If the Contractor or its affiliates provides Consulting and Direction (as defined below), the Contractor and its affiliates:
 - (i) will 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) will not act as consultant to any person or entity that does receive a Contract described in subsection (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever comes later.
- b) "Consulting and Direction" means services for which the Contractor received compensation from the 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 the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the 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.

35. Expatriate Corporations

By accepting a contract or purchase order, the Contractor declares under penalty of perjury under the laws of the State of California that the Contractor is eligible to contract with the CSU pursuant to The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286 et. Seq.

Supplemental Provisions

Contractor agrees to these General Provisions as well as the other provisions contained in the Contract.

1. The Bidder's, General & Supplementary Provisions in **Exhibits H, I and J** will supersede any General Provisions, Terms & Conditions, etc, of the awarded Contractor.
2. Insurance Requirements, per **Exhibit L**, must be provided by awarded Contractor before final execution of contract.
3. DVBE Participation: Contractor must cooperate with Cal Poly as it seeks to increase the statewide participation goals of disabled veteran business enterprises in contract awards. To this end, Contractor must inform Cal Poly of any subcontractor, consultant or supplier arrangements with Disabled Veteran Business Enterprises. (Public Contract Code, Section 10115 et seq.) **Contractor must fill out Exhibit K and submit with the proposal.**
4. Cancellation Clause: The contract may be terminated if the system does not operate as published and documented by the supplier, if supplier does not satisfactorily meet service standards defined herein and/or other terms of the contract, with no recourse to Cal Poly. In the event the contract is cancelled, Cal Poly will not be responsible for or incur cost or charges associated with the cancellation. In addition to cancellation for unsatisfactory performance, either party upon the giving of one (1) year advanced written notice may cancel this agreement.

Should the chosen supplier become financially consumed through a third party acquisition, supplier is required to notify Cal Poly 90 days in advance. The original contract will not be subject to renegotiation due to third party acquisition.
5. Subcontracting is permitted for portions of the agreement with advance written approval of the University. Contractor must specify subcontracted work in their proposal and provide additional information as requested. All clauses and requests of this contract are required of any approved subcontractors. The Contractor must serve as the focal point. Failure of compliance by a subcontractor may be cause for termination of the contract.
6. Dispute Resolution: Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the Contractor and Cal Poly must be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the designee of Cal Poly for joint resolution. At the request of either party, Cal Poly must provide a forum for discussion of the disputed item(s) at which time the Vice President for Administration and Finance (or designated representative) of Cal Poly must be available to assist in the resolution by providing advice to both parties regarding Cal Poly contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.
7. Despite an unresolved dispute, the Contractor must continue without delay to perform its responsibilities under this Agreement. The Contractor must keep accurate records of its services in order to adequately document the extent of its services under this Agreement.
8. Non-Endorsement: Contractor must not issue any news releases or other statements pertaining to the award or servicing of the Agreement, which state or imply Cal Poly's endorsement of Contractor's services or products.
9. All shipping must be "FOB destination."
10. Manufacturer Warranty: Contractor warrants that all products or supplies furnished as a result of this contract must meet or exceed manufacturer's published specifications and performance

standards. Contractor must pass all manufacturer warranties onto Cal Poly and honor on-site warranty and guarantees offered by the manufacturer. Contractor must continue to provide warranty service after contract expiration or termination until warranty expiration for products sold under the Agreement.

Warranty: The awarded Contractor must warrant that all components purchased under the contract when installed will be in good working order and that all services and data conversions meet Cal Poly's published specifications. If the Contractor is responsible to maintain any equipment and software under this contract, the Contractor will make all adjustments, repairs, corrections, and parts replacements necessary to maintain the components in full operational and supported condition.

11. Pricing Conditions: Contractor pricing must include the full range of services outlined herein, which must include prompt problem solving and physical representation to Cal Poly and its major users, on a set schedule, and as required. If after award of an agreement, service falls below the agreed upon service requirement, this may be considered nonperformance, and may result in termination of the Agreement as well as Contractor's removal from consideration as a potential Contractor for future solicitations. Contractor understands and agrees that pricing and discounts offered are firm and that variable pricing and/or the use of net pricers are not authorized for any agreements resulting from this Agreement.
12. Disaster Recovery: The Contractor must provide a Best Practices Disaster Recovery Plan for the Telephone System including an estimate of the impact on operations in case of a disaster that renders the system unusable. The Plan must define the procedures and methods of recovery including use of backup resources and the plan to restore the primary system to operation.
13. Post-Contract Phase Out: At the conclusion of this contract, if it is not renewed, the Contractor must coordinate an orderly transition to a new Contractor such that the level and quality of services provided to Cal Poly are not degraded, and must exercise its best effort and cooperation to effect an orderly and efficient transition to a successor. Specific objectives are to: 1) Provide for an orderly and controlled transition to a successor Contractor or to Cal Poly; 2) Minimize any disruption of processing and services provided to operational users of the system.
14. Awarded Contractor must send Cal Poly all purchased software and all software documentation electronically.
15. Distribution Rights: Cal Poly may freely make and distribute copies of any documentation and printed materials on-campus for users for the proposed system.
16. Cal Poly may also freely make and distribute copies of any software for on-campus users of the proposed system, whose copying, distribution, and usage is subject to agreed licensing provisions.
17. Acceptance Testing for any required Software, Hardware, or Hosted Site: Acceptance testing is intended to ensure that the Software, Hardware, or Hosted Site acquired operates in substantial accord with the Contractor's technical specifications, is adequate to perform as warranted by Contractor's response to the requirements of Cal Poly's RFP document, and evidences a satisfactory level of performance reliability prior to its acceptance by Cal Poly.

The Contractor must certify in writing to Cal Poly when Software, Hardware, or Hosted Site is installed and ready for use, at which time operational control becomes the responsibility of Cal Poly. Acceptance testing must commence on the first Cal Poly workday following certification, and must end when the Software, Hardware, or Hosted Site has met the standard of performance (performance criteria) as provided in **Exhibit C** for a period not to exceed 20 business days.

In the event the Software, Hardware, or Hosted Site does not meet the standard of performance during the initial 20 business days, the acceptance tests must continue on a day-

to-day basis until the standards of performance are met for 20 consecutive business days.

If the Software, Hardware, or Hosted Site does not meet the standards of performance within 75 consecutive business days after the start of the acceptance testing, Cal Poly will have the option to request replacement Software, Hardware, or Hosted Site, extend the performance period, or terminate the order (or portions thereof) and seek relief as provided the Rights and Remedies of Cal Poly for Default provision in this contract. Cal Poly's option must remain in effect until such time as the Software, Hardware, or Hosted Site meets the performance criteria, or 75 consecutive business days after the start of the acceptance testing, whichever occurs first. If the Software, Hardware, or Hosted Site has not met the standards of performance by 120 business days after installation, the contract may be canceled or the defective equipment deleted from the contract and **Item 4, Supplemental Provisions** shall apply.

Upon successful completion of the acceptance tests, Cal Poly will notify the Contractor in writing of acceptance of the equipment and authorize appropriate payment. Cal Poly shall maintain adequate records to satisfy the requirements of acceptance testing.

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

Contractor must fill out submit with the proposal. See Supplemental Provisions, Exhibit J, Section 3)

Please complete the following summary to inform Cal Poly of any subcontractor, consultant or supplier arrangements with Disabled Veteran Business Enterprises.

SUMMARY OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION

Company Name	Nature of Work	Contracting with	Tier	Claimed DVBE Value (\$)	Claimed percentage of contract (%)	OSMB DVBE Certification

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

Executed on: _____(Date),

at _____(City) in the state of _____

Signature of Contractor or Authorized Agent

Project Name

Project Number

Printed Name

Firm Name

Telephone

Insurance Requirements For Consultants

The Contractor will maintain all necessary Insurance as required herein. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this Service Agreement upon the occurrence of such event.

Insurance to be placed with California Admitted insurer with current A.M. Best's rating of no less than A:VII unless otherwise approved by the CSU.

Contractor waives any rights of recovery its Insurers may have against the University.

If any Insurance required herein is written on a claims-made form, following the termination of this Agreement, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the Agreement commencement date.

Commercial General Liability Coverage (as broad as ISO occurrence form CG 0001) primary insurance coverage against claims for injuries to persons or damages to property and/or damages to property and/or contractual liability which may arise from or in connection with the performance of the work or operations hereunder by or on behalf of the Contractor, its agents, representatives or employees in an amount not less than \$1,000,000.00 (One million dollars) per occurrence; \$1,000,000.00 (One million dollars) aggregate.

Any other insurance maintained by the University scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

Business Auto Liability Coverage (as broad as ISO form number CA 0001, code 1 any auto) primary insurance against claims for injuries to persons or damages to property and/or contractual liability which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives or employees covering owned, hired, leased and non-owned automobiles used by or on behalf of the Service Provider in an amount not less than \$1,000,000.00 (One million dollars) per occurrence.

Worker's Compensation and Employer's Liability Coverage:

The Contractor shall provide the following coverage:

Primary insurance coverage against claims with respect to obligations imposed on the Contractor and sub contractors by State worker's compensation statues and damages that the contractor becomes legally obligated to pay because of bodily injury by accident or disease to an employee.

Minimum limits: amount proscribed by California law for Worker's Compensation, \$1,000,000 for Employer's Liability.

Sole Proprietors Exclusion: Contractors who are sole proprietors or are otherwise excluded from state requirements for workers compensation coverage may: **Submit:** proof of health insurance as broad as statutorily required by the State of California for employees and either submit proof of disability insurance as broad as statutorily required by the State of California for employees or execute a Release Agreement with the University regarding the contract activities to be performed.

**CERTIFICATE OF INSURANCE
CALIFORNIA POLYTECHNIC STATE UNIVERSITY SAN LUIS OBISPO**

ISSUE DATE:

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**BEST'S
COMPANIES**

RATING/SIZE

INSURED

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OTHER GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION				GENERAL AGGREGATE	\$
				PRODUCTS-COMP/OPS AGGREGATE	\$
				PERSONAL & AD INJURY	\$
				EACH OCCURRENCE	\$
				FIRE DAMAGE (any one fire)	\$
				MEDICAL EXPENSE (one person)	\$
				DEDUCTIBLE/S.I.R.	\$
AUTOMOBILE LIABILITY <input type="checkbox"/> OWNED <input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
				BODILY INJUR Y (per person)	\$
				BODILY INJUR Y (per accident)	\$
				PROPERTY DAMAGE	\$
				DEDUCTIBLE/S.I.R.	\$
<input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE <input type="checkbox"/> INCL OFFICERS ARE <input type="checkbox"/> EXCL				WC STATUTORY <input type="checkbox"/>	
				EL EACH ACCIDENT	\$
				EL DISEASE-POLICY LIMIT	\$
PROFESSIONAL LIABILITY <input type="checkbox"/> PROFESSIONAL <input type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR EXTENDED REPORTING <input type="checkbox"/> BASIC <input type="checkbox"/> SUPPLEMENTAL				CLAIM/OCCURRENCE	\$
				AGGREGATE	\$
				DEDUCTIBLE/S.I.R.	\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> EXCESS <input type="checkbox"/> CGLO <input type="checkbox"/> AL <input type="checkbox"/> EL <input type="checkbox"/> OPL				EACH OCCURRENCE	\$
				AGGREGATE	\$
PROPERTY INSURANCE <input type="checkbox"/> CP <input type="checkbox"/> BPP <input type="checkbox"/> IMP/BETTERMENTS <input type="checkbox"/> INLAND MARINE <input type="checkbox"/> BUILDER'S RISK <input type="checkbox"/> INSTALLATION FLOATER <input type="checkbox"/> ALL RISK				AMOUNT OF INSURANCE	\$
				BUILDING	\$
				PERS PROPERTY	\$
				OTHERS PROPERTY	\$
				DEDUCTIBLE/S.I.R.	\$

DESCRIPTION OF OPERATIONS/CONTRACT OR PURCHASE ORDER #/LOCATION/VEHICLES/RESTRICTION/SPECIAL ITEMS/INTERESTS

THE FOLLOWING PROVISIONS APPLY:

The State of California, the Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents, and volunteers, the "University" is designated as ADDITIONAL INSURED. (Automobile, Excess, and General Liability Insurance described above, if any)
 The University is designated as the LOSS PAYEE on the Property Insurance described above, if any.

The insurance described above is primary as respects the University or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the University scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

The Insurers named above waive any right of recovery the Insurers may have against the University when the insured has agreed to such waiver in writing prior to loss. (Automobile, Employer's, Environmental, Excess, General, Worker's Compensation Liability and Property Insurance described above, if any.)

Thirty (30) days advance written notice of cancellation and/or ten (10) days advance written notice of cancellation for non-payments of the policies described above will be provided to the University.

CERTIFICATE HOLDER

California Polytechnic State University
San Luis Obispo, California 93407

Attn: Contract & Procurement Services

AUTHORIZED REPRESENTATIVE

SIGNATURE _____

TITLE _____

PHONE NO. _____

CAL POLY CONFIDENTIALITY AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into by and between - _____ ("VENDOR") and California Polytechnic State University ("UNIVERSITY").

WHEREAS the parties wish to confirm their understandings with respect to the confidential nature of the relationship between the parties relating to the transmission, use and protection of certain confidential data, it is hereby agreed as follows:

1. Confidential Information.

VENDOR acknowledges that in the course of providing services to UNIVERSITY, VENDOR will be given or have access to confidential student, alumni and/or employee information ("Confidential Information") protected from disclosure by various laws including the Family Educational Rights and Privacy Act (FERPA), the California Information Practices Act (IPA) (California Civil Code Section 1798 et seq.), and California Constitution Article 1, Section 1.

Furthermore, VENDOR acknowledges its compliance with all applicable Federal privacy laws including:

- i) the Gramm-Leach-Bliley Act (Title , United States Code, Sections 6801(b) and 6805 (b)(2)) applicable to financial transactions and,
- ii) the Family Educational Rights and Privacy Act (FERPA) (Title 20, United States Code, Section 1232g) and,
- iii) the Health Insurance Portability and Accountability Act (HIPAA) (Public Law 104-191) applicable to student records and information from student records.

VENDOR, its employees, agents, contractors and subcontractors shall hold the Confidential Information in trust for UNIVERSITY'S benefit, and shall, in addition to their respective obligations hereunder, use best efforts at all times to adopt and follow procedures and practices to protect the confidentiality of the Confidential Information and prevent its disclosure to others without the express written consent of UNIVERSITY.

Furthermore, VENDOR agrees to receive the Confidential Information in absolute confidence. VENDOR agree that it will not distribute, disclose or disseminate any Confidential Information of the other party in any way to anyone, except only to its employees and contractors who need to know the Confidential Information. VENDOR agrees that its disclosure of Confidential Information to its employees, contractor and/or advisors who have such a need to know shall be limited to only so much of such Confidential Information as is necessary for any employee, contractor or/or advisor to perform his/her function.

VENDOR further acknowledges that UNIVERSITY'S willingness to disclose Confidential Information to VENDOR is predicated on VENDOR entering into and committing to abide by the terms of this Agreement, FERPA, the IPA, and HIPAA.

2. Nondisclosure.

VENDOR, its employees, agents, contractors and subcontractors shall use the Confidential Information solely in connection with performance by VENDOR of the services provided to UNIVERSITY and for no other purpose. Neither VENDOR nor any of its employees, agents, contractors or subcontractors shall sell, release, transfer, reprint, duplicate, recreate, disclose or permit the disclosure to any other person or entity of any of the Confidential Information or of any files, compilation, study, report or analysis or data base containing, based on or derived from the Confidential Information without the express written consent of UNIVERSITY, and in full compliance with applicable state and federal privacy laws.

VENDOR will maintain the privacy of protected personal information and shall provide immediate notice of and disclose to UNIVERSITY any unauthorized use or breach of the security of the system. The disclosure shall

be made in the most expedient manner possible consistent with the methods prescribed in California Civil Codes 1798.29g and 1798.82g.

3. Disclosure Sought Under Legal Process.

VENDOR shall immediately notify UNIVERSITY in writing of any subpoena, court order, or other legal process seeking or purporting to compel disclosure of any of the Confidential Information and shall challenge, oppose, or appeal any such subpoena, order or legal process to the extent deemed appropriate by UNIVERSITY. In no event shall VENDOR voluntarily, without a court order, disclose or permit the disclosure of any of the Confidential Information in response to legal process unless and until VENDOR has given the required notice to UNIVERSITY and VENDOR has exhausted any and all legal remedies available to it to limit or prevent the disclosure.

4. Breach.

If and to the extent that any security breach relating to personal information protected under this Agreement results from acts or omissions of VENDOR or its personnel, VENDOR shall immediately notify University of such breach. VENDOR will be solely responsible for compliance with any legally required notifications to affected persons resulting from said breach. Furthermore, VENDOR will reimburse UNIVERSITY for the reasonable cost of any notification UNIVERSITY may, in its sole discretion, deem appropriate whether or not such notification is required by law.

5. Indemnity.

Should VENDOR'S breach of any term of this Agreement give rise to any legal action or liability, VENDOR agrees to indemnify, defend and save harmless University, its officers, agents and employees from any and all claims and losses derived from said action or liability.

6. Disclosure to Third Parties.

VENDOR'S disclosure of Confidential Information to third parties without UNIVERSITY'S authorization, or VENDOR'S failure to return or destroy Confidential Information per Provision 4, above may result in the UNIVERSITY or the U.S. Department of Education denying VENDOR access to Confidential Information for a period of at least five years.

7. Injunctive Relief.

VENDOR acknowledges and agrees that the breach or threatened breach by VENDOR, or its employees, agents, contractors or subcontractors of their obligations under this Agreement will cause serious and irreparable harm to UNIVERSITY that cannot be adequately compensated by monetary damages alone and that UNIVERSITY may seek injunctive relief from an appropriate court to protect UNIVERSITY from such harm without necessity of bond or other security.

8. Appropriate Forum.

VENDOR and UNIVERSITY acknowledge that this Agreement is entered into in the State of California, and that the courts located in the State of California are the appropriate forum in the event any party seeks legal action or injunctive relief under this Agreement. Both parties consent to venue and personal jurisdiction in the appropriate court in the State of California.

9. Return of Materials.

Upon request of UNIVERSITY at any time, VENDOR shall return all or such part of the Confidential Information as UNIVERSITY may designate to be returned. In addition, upon the completion of the services provided by VENDOR to UNIVERSITY, VENDOR shall return or destroy, as instructed by UNIVERSITY, all Confidential Information in VENDOR'S possession or control, whether in printed, electronic or any other format, including all duplicates and copies thereof of any files, compilation, study, report, analysis or data base containing, based on or derived from the Confidential Information.

10. Termination.

This Agreement shall survive the termination of the services to be provided by VENDOR or any other agreement by and between the parties.

11. Severability.

All of the provisions of this agreement are severable. If any provision of this Agreement is rendered invalid or unenforceable by State or Federal statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

12. Entire Agreement; Amendments.

This Agreement is intended as the complete, final and exclusive statement of the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings between the parties hereto. This Agreement may be amended, modified or supplemented only by a written agreement signed by VENDOR and UNIVERSITY. Any waiver of the terms and conditions of this Agreement must be in writing signed by the party granting such waiver and shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to perform.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement by their duly authorized representatives.

VENDOR

Signature: _____ Date _____

Print Name: _____ Title _____

CAL POLY STATE UNIVERSITY

Signature: _____ Date _____

Print Name: _____ Title: _____

Proposal Compliance

The Contractor must indicate below if their proposal is compliant with all exhibits of the RFP.

YES _____ NO _____

If Contractor has indicated the proposal does not comply in all respects, please list and explain all deviations below:

Failure to comply may cause the proposal to be deemed non-responsive.

AUTHORIZED SIGNATURE: _____

AUTHORIZED NAME (Print): _____

CONTRACTOR: _____

DATE: _____



SAMPLE AGREEMENT

CONTRACT NUMBER AM NO.
TAXPAYER FEDERAL EMPLOYER IDENTIFICATION NUMBER

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting office, hereinafter called the University, and _____, hereinafter called the Contractor.

Contractor Name

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

Contractor shall provide a **Athletic Ticketing Services** at Cal Poly State University, San Luis Obispo, CA. Contractor agrees to provide these services in accordance with the outcome of Request for Proposal #BT07-01. The following exhibits are hereby incorporated herein by this reference. In the event of a conflict between documents, the following order of precedence must apply:

- Exhibit A –
- Exhibit B –
- Exhibit C –
- Exhibit E –
- Exhibit D –

Term of Contract: xx/xx/07 – xx/xx/10, with two (2) one-year options for renewal if mutually acceptable by both parties. Existing terms and conditions will apply.

Each party represents and warrants that execution and performance of this Agreement has received all necessary corporate approvals, and that its signatory is authorized to execute this Agreement and to bind it thereby.

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

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY	CONTRACTOR
UNIVERSITY	CONTRACTOR
Cal Poly State University, San Luis Obispo, CA 93407	
BY (AUTHORIZED SIGNATURE) X	BY (AUTHORIZED SIGNATURE) X
PRINTED NAME OF PERSON SIGNING Brenda Tesch Date:	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE Buyer IIIr, Contract & Procurement Services	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM/CATEGORY (CODE AND TITLE) Web-based Project Management Software & Support Services	FUND General Fund
PRIOR AMOUNT ENCUMBERED FOR THIS CONTACT \$	(OPTIONAL USE)	
TOTAL AMOUNT ENCUMBERED TO DATE \$	ITEM	CHAPTER
		STATUTE 07
		FISCAL YEAR 07/08
	OBJECT OF EXPENDITURE (CODE AND TITLE)	

<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.</i>	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER X	DATE	

- Contractor State Agency Accounting Controller Department