REQUEST FOR PROPOSAL (RFP)

California State University (CSU)
Office of the Chancellor
Contract Services and Procurement

RFP Number: 170346

Title: Electronic Credential Access System

Issue Date: December 1, 2017

RFP Contact: Mary Carrillo, Contract Manager

Phone Number: (562) 951-4639

FAX: [type fax number here] **E-mail:** mcarrillo@calstate.edu

Proposal Delivery Location:

ONLINE BID SUBMITTAL ONLY THROUGH PLANETBIDS IN A PDF FORMAT ONLY

NOTE: Updates, changes or addendums to the RFP are posted at: http://vendors.planetbids.com/CSUCO/bidsearchform.cfm?StateID=52

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http://www.calstate.edu/CSP/crl/GP/GP.shtml

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http://www.calstate.edu/CSP/vendor_tax_info.shtml

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http://www.calstate.edu/CPDC/Suam/Appendices/Small_Bus_Preference.doc

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*Attached

SECTION 1 – PURPOSE, OVERVIEW, AND TERM

1.1 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms interested in providing the California State University (CSU) and its campuses a fully functional, comprehensive turnkey electronic credential access system.

The CSU reserves the right to award the agreement to one or more vendors providing the best value and service to the CSU. The chosen vendor(s) will have one agreement held at the CSU Chancellor's Office called a Master Enabling Agreement (MEA), allowing individual CSU campuses the option to order the product(s) and service(s) from that agreement throughout the contractual time period. The selected vendor(s) receiving approval for procurement will offer services such as software, hardware, licensing, technical support, migration services, consulting, and hosting options.

We request to be treated as a consortium although each campus makes their own decisions whether to opt-in on a CSU MEA. It is highly unlikely that ALL 23 CSU campuses will end up working with the same vendor. If possible, several of the 23 campuses might be willing to consolidate onto one hosted platform/instance, allowing for the most efficient and cost effective service. This collaboration is more likely an option for the smaller campuses that have limited resources.

Incentivizing campuses with a pricing model that considers CSU economies of scale (less expensive as more campuses join the agreement) is recommended to the vendor and will be considered as part of this RFP's evaluation. Additionally, visibility to cafeteria style pricing for various service offerings would be useful for campuses planning to scale up over time. We are interested in a multi-year agreement with possible extensions, considering full value of the contract for multiple campuses to join for multiple years.

1.2 CSU BACKGROUND

The California State University is the largest system of higher education in the nation, the most diverse, and one of the most affordable university systems in the country and is comprised of twenty-three (23) campuses statewide and the Office of the Chancellor in Long Beach. The Office of the Chancellor (CO) is the systemwide executive office of the CSU. The CSU is governed by a 25-member Board of Trustees, the majority of which are appointed by the Governor. More information about the CSU can be found at: http://www.calstate.edu/datastore/quick_facts.shtml

1.3 PROJECT OVERVIEW

The California State University (CSU) is looking for a unified, secure, electronic credential system for campuses to use that provides equal access to all end-users including those with disabilities. With a single secure credential system, authenticated users can perform cashless transactions at approved merchants, vending machines, laundry services, and receive financial aid as well as gain access to campus locations based on campus defined user need and role, among many other uses. While this RFP seeks a credential system(s) which often utilize a campus access card, we are looking to provide campuses multiple technology options (e.g., cards, wristbands, fobs, biometrics, mobile etc), through credentials methods including magnetic stripe, Near Field Communication (NFC) or proximity access, and offering a variety of security levels based on types of use.

The system is considered mission-critical and will have characteristics to include, but not be limited to the following:

- 1. Integration of transaction, security, and financial solutions into a single, secure and unified credential system
- Ability to monitor, display, and remotely control access attempts to secured areas in real time, including video surveillance cameras and other devices connected to a card access reader; (This could be an optional feature as most campuses have their own systems like StarRez), Most campuses simply require an integration with their existing systems
- 3. Integration with various 3rd party application software including but not limited to: RMS, StarRez, Barnes and Noble, Follet, Aramark, Sodexo, and other services such as vending and laundry services providers; student event management system; transit services
- 4. Ability to reuse currently installed door locking mechanisms with electronic card access where possible
- 5. Provides access to a robust portfolio of canned and customizable reports, including but not limited to real-time monitoring from any computer connected to the internet, dashboards with charts and graphs that can be used to determine and analyze data including but not limited to capacity, and occupancy; and delivered query capabilities based on key fields. Also, provides financial audit as well as fraud detection reporting
- 6. Provides on-premise and cloud based options; (prefer hosted solution)
- 7. Offer secure point-of-sale solution options ranging from classic cash registers to kiosks and mobile devices
- 8. An intuitive, elegant and accessible web and mobile interface to access all administrative reports and dashboard
- 9. User-friendly interfaces as well, both mobile and web, for students and other end users
- 10. Ability to provide equal access through accessible interfaces (see section 5.1 for requirements) to all user groups including those with disabilities (visually impaired, hearing impaired and mobility impaired)

The CSU seeks to collaborate with providers who genuinely expect to work hard to maintain ongoing relationships, discuss planning, product accessibility and roadmap, as well as, negotiating priorities. In addition, the providers must offer superior customer service and professional services to CSU faculty, staff and students who are depending on this mission critical system. This includes the following expectations:

- To leverage the size of the CSU for the widest use, greatest flexibility, best innovation and cost efficiency (both in labor time and money) keeping in mind the CSU system represents 23 campuses, serving over 447,000 student enrollments with 45,000 faculty and staff
- To provide quarterly reports responding to specific prioritized CSU issues, needs planning, and vision for the future
- To work with individual campuses to translate user requirements into a unique roadmap for future integration of all its services
- To provide data and access to dashboards
- Ultimately, to join the CSU in strengthening our Technology baseline infrastructure for meeting the needs of the 21st century student, as well as anticipating future growth and expansion
- Provide continual accessibility improvements to end user interfaces

This RFP is a collaborative investigation for all the CSU campuses. CSU stakeholders will review, analyze and discuss the RFP responses and strategically plan next steps for the future implementations which potentially include multiple campuses. It is expected that some campuses will be on the leading edge as early adopters, while others will join later in the contract period based on the early campuses' successful experience and implementation. Proposers selected to

move to Phase II are expected to provide an actual, real-time implementation and demonstration of their system, including meeting the CSU Accessible Technology Initiative requirements and showing how it integrates with legacy systems used in the CSU.

1.4 AWARD OF CONTRACT (CSU MEA)

The CSU reserves the right to reject any and all proposals. Award, if any, will be to the proposer(s) whose proposal best complies with all of the requirements of the RFP documents and any addenda. A "Notice of Intent to Award" will be publicly posted for five (5) consecutive working days prior to the award. Written notification may be made to unsuccessful proposers. Evaluation methodology and basis for award are described in Section 6 – Evaluation and Selection Criteria.

How does a CSU MEA Work?

The CO drafts the terms and conditions for this RFP in collaboration with campus partners. After further negotiations and upon awarding the contract to the successful vendor(s), the CO will then draft a CSU MEA. This MEA

- saves the vendor time from repeatedly negotiating terms and conditions with every CSU campus
- 2. leverages the size of the CSU for economies of scale
- recognizes full CSU investments over the contractual period in the vendor products and services
- 4. synergizes campuses, working together with the vendor and amongst themselves.

Campuses may procure vendor's product over the contractual period by referencing the MEA. Under the CSU MEA:

- The CO holds the "Rate Sheet" (See Appendix B) for all campuses to review throughout the contract period, with terms typically being more appealing as more campuses join the agreement.
- Vendor sends one annual invoice to the CO for all campuses who procured.
- The CO pays the vendor's invoice annually.
- The CO retrieves money from campuses that joined the contract for their portion of the invoice.

1.5 RFP RULES AND INSTRUCTIONS

The rules governing this RFP are stated in Section 7 - (Instructions, Content, and Format). Proposers are advised to carefully read, understand, and comply with these requirements in preparing a response to this RFP.

1.6 TERM

The term will be for a four (4) year period to commence upon contract execution, with three (3) one-year renewal options, subject to the discretion of the CSU.

SECTION 2 – SCHEDULE OF EVENTS

Release of Request for Proposal:

Bidder's Conference (Optional):

December 1, 2017

December 8, 2017

Please RSVP to mcarrillo@calstate.edu for Call-in information

Time to be announced

Last Day to Submit Questions for Clarification:

December 12, 2017

12:00 Noon Pacific Time

Deadline for Submission of Proposals: January 16, 2018

12:00 Noon Pacific Time

Evaluation Period: January 22 – February 2, 2018

Interviews (Optional): Week of February 12, 2018

Notice of Intent to Award: March 1, 2018

Contract Award: March 8, 2018

Commencement of Services: July 1, 2018

Email questions to: mcarrillo@calstate.edu QUESTIONS WILL ONLY BE ACCEPTED IF EMAILED. Responses to questions and addendums will be posted on the CSU website at: http://www.planetbids.com/csuco/bidframe.cfm

The dates up to and including the "Deadline for Submission of Proposals" date may be adjusted upon advance written notice. Dates after the receipt of proposals may be adjusted without written notice. Additional RFP steps may be included at the discretion of the CSU.

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED.

SECTION 3 – SOLICITATION PROVISIONS AND PROPOSER'S CERTIFICATION

3.1 SOLICITATION PROVISIONS

3.1.1 DEFINITIONS

- (a) The Trustees of the California State University are referred to as "CSU," "University" or "Trustees."
- (b) The terms "bid" and "proposal" are synonymous and means an offer made in response to a solicitation to perform a contact 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 to interchangeably and each shall apply to the business entity which submits a bid/proposal or is awarded a contract.

3.1.2 RESERVATION OF RIGHTS

The CSU may reject any or all proposals and may waive any immaterial deviation in a Proposal. The CSU's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the specifications if the Bidder is awarded the contract. Proposals that include terms and conditions other than the CSU's terms and conditions may be rejected as being non-responsive. In the event all proposals are rejected or the CSU determines alternative solutions are in its best interest, the CSU may cancel this solicitation and pursue alternative sourcing options.

The CSU may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this purpose. The CSU reserves the right to reject any submittal made pursuant to this RFP or any subsequent Proposal or bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the CSU that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work specified. Additionally, the CSU reserves the right to request additional performance guarantees if, in the sole opinion of the CSU, financial stability or capability cannot be established.

3.1.3 NON-ENDORSEMENT

If selected as a qualified Bidder, the Bidder shall not issue any news releases or other statements pertaining to selection, which state or imply CSU endorsement of Bidder's services.

3.1.4 DISPUTES/PROTESTS

CSU encourages potential Bidders to resolve issues regarding the requirements or the procurement process through written correspondence and discussions. The CSU wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Bidder's filing a notification to protest must do so within five (5) business days after a Notice of Intent to Award has been publicly posted. The protesting Bidder shall submit a full and complete written statement detailing the facts in support of the protest within 10 calendar days after expressing notification to protest. Protest must be sent by certified or registered mail or delivered in person to the Executive Vice Chancellor, Administration and Finance, or designee, Office of the Chancellor. Within a reasonable time after receipt of the written statement of protest, the CSU will provide a decision on the matter. The decision will be in writing and sent by certified or registered mail or delivered in person to the protesting Bidder. The decision of CSU is final.

3.1.5 AWARD OF CONTRACT

The CSU reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the Bidder, whose proposal best complies with all of the requirements of the RFP documents and any addenda. A "Notice of Intent to Award" will be posted publicly for

five (5) consecutive working days prior to the award. Written notification will be made to unsuccessful vendors.

The selected Bidder and the CSU shall commit to negotiation for the final scope of services to be accepted and execution of an agreement, in substantial accordance with the terms and conditions herein, within 30 days of the Notice of Intent to Award. Should the parties be unable to reach final agreement within this time frame, the parties may mutually agree upon a time extension to complete negotiations and contract execution. If the parties are unable to agree upon a time extension, or if the CSU determines that a time extension would not be beneficial to the project, the CSU reserves the right to terminate negotiations and proceed with a secondary finalist.

3.1.6 EXECUTION OF THE AGREEMENT

The Agreement shall be signed by the Contractor and returned, along with the required attachments to CSU within **fourteen (14)** calendar days from receipt of contract. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate CSU officials. Any work performed prior to receipt of a fully executed contract shall be at Contractor's own risk.

3.1.7 FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Bidder refuses or fails to execute the Agreement, the CSU may award the Agreement to the next qualified Bidder.

3.1.8 CONFLICT OF INTEREST

Potential Contractors are advised that Contractor's officers and employees shall comply with the disclosure, disqualification, and other provisions of California's Political Reform Act of 1974 (Government Code Section 81000 et seq.) if their responsibilities include the making or participation in the making of a CSU decision.

3.1.9 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION INCENTIVE

In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees shall grant a bid incentive for bid evaluation purposes only to Bidders that achieve a minimum of three percent DVBE participation. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. The combination of preferences (Small Business Preference, for example) with a DVBE incentive may not exceed ten percent or \$100,000, whichever is less. A non-small business cannot displace a California certified small business from the top ranked position due to application of preferences or incentive.

The bid incentives levels are as follows:

DVBE Participation	Incentive
1%	1%
2%	2%
3%	3%
4%	4%
5% and above	5%

For further information on this topic only, contact Darryl Dearborn at (562) 951-4581 or via email at ddearborn @calstate.edu.

- (a) A "Disabled veteran business enterprise contractor, subcontractor, or supplier," means any person or entity that has been certified by the Office of Small Business & DVBE Services and that performs a "commercially useful function," in providing services or goods that contribute to the fulfillment of the contract requirements.
- (b) In order to qualify for this incentive, the Bidder must meet at least one (1) percent DVBE Participation which is attained when:
 - (i) The Bidder is not a DVBE and is committed to use DVBEs for not less than one (1) percent of the Contract dollar amount; or
 - (ii) The Bidder is a DVBE and is committed to performing not less than one (1) percent of the Contract dollar amount with its own forces or in combination with those of other DVBEs.
- (c) Documentation Requirements. The Bidder must document its satisfaction of the DVBE participation level on the forms in the Appendices. Final determination of DVBE Participation Attainment by the Bidder shall be at the Trustees' sole discretion.
- (d) Use of Proposed DVBE. If awarded the Contract, the successful Bidder must use the DVBE suppliers and/or subcontractors proposed in its bid proposal unless it has requested substitution and has received approval of the Trustees in compliance with the Subletting and Subcontracting Fair Practices Act. See Article 4.04, Substitution of Subcontractors.
- (e) Trustees' Reporting of DVBE Participation. Responsive to direction from the State Legislature, the Trustees are seeking to report increased statewide participation of DVBE in contract awards. To this end, the successful Bidder shall inform the Trustees of any contractual arrangements with subcontractors, consultants or suppliers that are certified DVBE.
- (f) Additional DVBE Information Sources. For more information regarding DVBE certification, copies of directories or for general DVBE information, contact:

State of California, Department of General Services, Procurement Division Small Business & DVBE Services Branch

P.O. Box 989052, West Sacramento, CA 95798-9052 (mailing address) 707 Third Street, First Floor, Room 400, West Sacramento, CA 95605 (physical address)

Telephone number: (800) 559-5529 or (916) 375-4940

Fax number: (916) 375-4950

Email: osdchelp@dgs.ca.gov Internet www.pd.dgs.ca.gov/smbus.

3.1.10 SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

The State of California requires agencies to provide a five percent (5%) of cost preference to Bidders who qualify as a small business or a non-small business that commits 25% of the contract value to a certified small business. Only small businesses certified by The Office of Small Business and DVBE Services or a non-small business that commits 25% of the contract value to

a certified small business are eligible to receive the preference. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et seq. A copy of the regulation is available upon request. To claim the small business preference, which may not exceed \$50,000 for any proposal, your firm or your designated subcontractor(s) must have its principal place of business located in California and be verified by the State of California, Office of Small Business and DVBE Certification (OSDC). See 3.1.9 for contact information.

3.1.11 BID EVALUATION PREFERENCE

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.

3.1.12 ACCESSIBILITY TECHNOLOGY INITIATIVE – SECTION 508

California Government Code 11135 requires that the CSU comply with Section 508 of the Rehabilitation Act of 1973, as amended, and to apply the accessibility standards published by the U.S. Access Board for electronic and information technology (EIT) products and services that it buys, creates, uses, and maintains.

EIT is any equipment, interconnected system, or subsystem of equipment used in the creation, conversion, or duplication of data or information. EIT is defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101. EIT includes:

- Telecommunication products, such as telephones;
- Information kiosks;
- Transaction machines:
- World Wide Web sites;
- Software and Operating Systems;
- Computers;
- Multimedia (including videotapes), and;
- Office equipment, such as copiers and fax machines.

3.1.13 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.

3.1.14 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.

3.1.15 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:

- 1. 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 Bidder 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.
- 2. 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.

3.1.16 LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 10730 of the Business and Professions Code. "Loss leader" means any article or product sold at less than cost:

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

3.1.17 BRAND NAMES

Any reference to brand names is intended to be descriptive, but not restrictive, unless otherwise specified. Proposals meeting the indicated standards of quality will be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brands. Unless the contractor specified otherwise in the proposal, it is understood the Contractor is offering referenced brands as specified. 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 contractor offering a substitute to supply additional descriptive material and sample.

3.2 BIDDER'S CERTIFICATION

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

3.2.1 AMERICANS WITH DISABILITIES ACT (ADA)

Bidder 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.).

3.2.2 UNFAIR PRACTICES ACT

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

3.2.3 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 Bidder warrants that the Bidder has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution. By submitting a bid, the Bidder certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

3.2.4 COMPLIANCE WITH NLRB ORDERS

In submitting a bid or signing a contract the Bidder 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 Bidder within the immediately preceding two-year period because of the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.29.

3.2.5 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).

3.2.6 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.

3.2.7 SAFEGUARDS FOR PROTECTING CSU INFORMATION ASSETS

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

3.2.8 COVENANT AGAINST GRATUITIES

The Bidder shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Bidder, or any agent or representative of the Bidder, to any officer or employee of 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 Bidder agreed to supply, shall be borne and paid for by the Bidder. 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.

3.2.9 DRUG-FREE WORKPLACE CERTIFICATION

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

3.2.10 ELECTRONIC WASTE RECYCLING ACT

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

SECTION 4 - SCOPE OF WORK

The CSU is requesting proposals to identify comprehensive electronic credential system providers who are prepared, serious and committed to working with higher education and most specifically the CSU Chancellor's Office and its campuses. Proposers must complete the following Scope of Work narratives, and include such information in accordance with Section 7, Instructions, Content, and Format, as follows:

A. GENERAL NARRATIVE

- a. Please describe your product, integrations, delivered modules or extensions. Submitters should consider product specifications, installation, implementation, and maintenance instructions for proposed solution.
 - Detailed information about the system software and associated hardware for all components of the solution (server, database, door controllers, panels, door hardware, electronic card readers, wireless access point, POE support, camera models, electronic smart card technologies (eg., proximity, seos), Electronic payment technology (e.g., terminals, point to point encryption) should include:
 - i. Configuration diagram
 - ii. Hardware specification, including network and power requirements
 - iii. Firmware specification
 - iv. Communication protocol between devices.
 - v. Fault tolerance
 - vi. Communication error identification and recovery
- vii. Software platforms and programming language
- viii. Data storage and retrieval
- ix. Network design and requirements (including firewall ports)
- x. PCI compliance
- xi. How will data be transmitted from the CMS (PeopleSoft) to the system software?
- xii. Ability to create custom databases, tables, views if necessary
- xiii. Ability for transactions to be queued and processed later in the event of a system/network power failure
- xiv. Proprietary equipment
- b. Describe your architecture for your product environment, including disaster recovery plan, procedures, and testing protocols.
 - Location of hosted servers? Identify cloud infrastructure providers (e.g., AWS, Azure, etc.) Please note, that the CSU requires hosted servers to reside in the continental U.S.
 - ii. Provisions for high availability of hosted servers
 - iii. Storage requirements, both local and cloud-based
 - iv. Data on simultaneous user connection capacity
- c. Describe your self-hosted environment, server platform and system requirements.
- d. Describe the pros and cons of hosted vs. self-hosted environments
- e. List and describe all human/computer interfaces (e.g. Kiosk, mobile, etc.) and identify the user group (e.g. students, faculty, or staff)
 - i. Under what conditions should a client choose one over the other? If self-hosted, who will perform system (OS included) updates?

- f. What platforms and devices does your product support? Include Web browsers, plug-in requirements, mobile devices, operating systems, etc.
- g. Provide complete and legible "as-built" technology architecture diagrams and straight line diagrams showing the system connections, functions and sequence of operations of all apparatus. System wiring diagrams shall properly identify each device by name, letter or standard symbol identical with markings
- h. Network and Bandwidth requirements Please describe your strategy for minimizing bandwidth charges to the CSU campuses that are using your product
- i. Please separately describe, list the report user group and specify report formats for your products:
 - i. Standard Reports
 - ii. Customizable Reports
 - iii. Metrics vs Analytics Reporting and/or Dashboards
 - a. Does your application provide alternate formats (e.g. Excel, text, for dashboard information?)
 - b. Please submit report examples of real campus implementations (blackout institution's name if necessary) under Submittals in Section 7.
- j. Describe system integration, implementation, and support with campus systems of record (HR and Student Admin) for automated user provisioning and deprovisioning.

B. SPECIFIC RESPONSE TABLE AND NARRATIVE

Using the OneCard Requirements document (Appendix F) to create the Specific Response Narrative:

In the provided document, for each category in the OneCard Requirements, write in narrative "free form" how the product meets those criteria. Please indicate whether your product meets various features listed, including functions, integrations, and operations.

C. CLIENT TRAINING, SERVICES, PROJECT MANAGEMENT AND CONSULTING

Proposer is required to address each of the following questions below which address the vendor's support environment, client relationship and campus collaboration.

- a. What kind of client relationships do vendors have with other systems/consortiums?
- b. Does the company have Product Advisory boards or equivalent?
- c. Can CSU join the Product Advisory Board?
- d. How does the vendor encourage Client Community Engagement? How? When? Where? Formats?
- e. Does the company host users' conferences? When and how often?
- f. Does the company have standard Service Level Agreements?
- g. Is training provided free? Tutorials? Documentation? What training is provided for system upgrades and enhancements?
- h. How are enhancement requests prioritized?
- i. Is there a menu of Training Services?
- j. Does the vendor provide Project Management and Consulting Services? Menu?
- k. How are trouble tickets escalated to upper tiers? Does the company have a guaranteed response time to problem tickets and what is the average time to ticket close out?

- I. How does the company announce upgrades and how much notice is given to campuses before a new version is released?
- m. What testing environment would be available prior deploying a new version? Describe bug or defect lifecycle process.
- n. What are the typical product upgrade cycles?
- o. How much advance warning does the company give before it stops supporting old versions?
- p. How are marketing communications separated from technical communications?
- g. Please describe the process for feature requests:
- i. How are feature requests submitted by the CSU?
- ii. How are feature requests evaluated for implementation?
- iii. How is the CSU assured a high priority for feature implementation?
- r. Please describe some common consulting projects done with other universities. And what were the associated fee breakdowns on those projects?
- s. How is accessibility integrated into your development process?
- t. Does your company have an accessibility training program for product developers?
- u. What specific tools are used for accessibility testing during product development?

D. References

Proposers are to submit five (5) references (Appendix H) of current higher education or health care clients with similar scope and complexity of the CSU. References should be for clients of the past five (5) years to current.

SECTION 5 - CONTRACTOR MINIMUM REQUIREMENTS

In addition to meeting all other requirements of this RFP and to be considered responsive to the RFP requirements, proposer must demonstrate, through detailed response and verifiable evidence, that their firm, at a minimum, meets the following qualifications set forth below. **These requirements are mandatory and non-compliance will disqualify your proposal.**

5.1 Your proposal shall provide these minimum capabilities and features:

- **Integration** of transaction, security, and financial solutions into a single, secure and unified credential system using existing Oracle and PeopleSoft systems.
- **Hardware** Ability to reuse currently installed door locking mechanisms with electronic card access where possible;
- **Reporting** Access to a robust portfolio of canned and customizable reports via web interface, including but not limited to, real-time monitoring from any computer connected to the internet, dashboards with charts and graphs that can be used to determine and analyze data, including but not limited to capacity and occupancy; delivered query capabilities based on key fields; mobile accessibility to reports, etc.; Financial reconciliation and fraud detection reporting.
- Point-of-sale solution options ranging from classic cash registers to kiosks and mobile devices:
- Mobile Access provide mobile access

5.2 VENDOR ACCESSIBILITY MINIMUM REQUIREMENTS

The CSU is committed to ensuring that its programs and services are accessible to everyone. The product accessibility information allows the CSU to select products that provide strong accessibility support and therefore reduce or eliminate the need to provide costly accommodations to work around accessibility gaps.

5.2.1 PRODUCT ACCESSIBILITY DOCUMENTATION

- 1. Voluntary Product Accessibility Template(s)
 - a. Submit a Voluntary Product Accessibility Template (VPAT)
 - i. For each unique product/service offered (e.g. desktop, Web Portal, mobile, video player). See company responses to products offered (Sections 1.3 and 4 part A e.)
 - ii. For each user interface (e.g. student, faculty, staff, administrative, public, and reporting). See company responses to products offered (Sections 1.3 and 4 part A e.)
 - b. See CSU Guide to Completing the Voluntary Product Evaluation Template
 (VPAT). Follow instructions 1-8 under Typical Scenario for Completing a
 Voluntary Product Evaluation Template (VPAT) on page 5.
 - c. VPAT's submitted should meet the following criteria:
 - Include all applicable sections of the Section 508 standards for technical conformance (1194.21 through 1194.26 based on product type), functional conformance (1194.31), and documentation (1194.41). See CSU Guide to Completing the Voluntary Product Evaluation Template for more details.
 - ii. Ensure that the VPAT corresponds to the current version of the IT product/service being offered.

5.2.2 OTHER REQUIREMENTS (PHASE II - FINALISTS)

- 1. Proposers selected to Phase II will be required to provide, at their expense, a comprehensive third party product accessibility evaluation that verifies the claims made on the product VPAT(s) based on the product use cases, which will be provided at a later date by the CSU Evaluation Committee.
 - a. In addition to the report results, the report must include an executive summary that covers the accessibility barriers and the disability groups that are affected by the barriers.
 - b. If any of the claims, on the VPAT submitted with the original bid, are found to be inaccurate then the vendor shall provide an updated VPAT that accurately reflects the accessibility status of the product.
 - c. An Accessibility Roadmap that addresses product accessibility gaps and remediation plan. See the Accessibility Roadmap Template.
 - d. Provide an Accessibility Statement which is an important component in an organization's overall accessibility strategy. An effective Accessibility Statement includes several key components outlined in the Accessibility Statement Recommendations.

Proposers may use a third party accessibility evaluation service of their choice. Also, the CSU can provide a list of vendors for this service. Contact Mary Carrillo, Contract Manager

Accessibility documentation (VPATs, Accessibility Roadmaps, Accessibility Statement, and third party evaluations) provided by selected bidder(s) will be posted in the CSU Contract Store.

SECTION 6 – EVALUATION AND SELECTION CRITERIA

6.1 SELECTION CRITERIA

The CSU will only consider proposals from financially responsible and responsive firms and organizations presently engaged in the business of providing electronic credential access systems. The award will be made to the most responsible and responsive vendor or partnership group whose proposal is determined to be the most advantageous to the CSU based on the evaluation criteria listed below in order of importance.

6.2 EVALUATION METHOD

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

Proposals determined to have met the RFP requirements will be reviewed and evaluated by the evaluation team. As a part of this review, the CSU may require proposing firms or organizations to clarify the information submitted. This clarification process may be conducted through written or electronic correspondence or through an interview with the evaluation team.

Responsive Proposers found to be most qualified to perform the services required, based upon the listed criteria may be required to give oral interview/presentations to the evaluation team as part of the evaluation process. The purpose of interview/presentation is to give "Finalists" an opportunity to demonstrate their ability to perform the scope of work defined in this RFP and clarify outstanding issues. It is in the proposing firm's best interests to submit a thorough and complete proposal and not depend on the presentation process to provide additional information. All firms and organizations or partnership groups selected for an interview and presentation will be notified of the proposed interview date(s) at least one week in advance.

Firms and organizations or partnership groups selected for interview must present, for in-person interview, both the dedicated/lead point of contact for the project and the vendor representative with financial decision making authority for the project.

From among the Finalist proposers the CSU may select one or more firm(s) and or organization(s) to enter into final proposal negotiations for the RFP award. A proposing firm(s) and or organization(s) may be required to participate in negotiations and to submit best and final price, technical or other revisions to the proposal which may result from such negotiations. All proposers will be notified in writing once one or more firms have been selected.

The CSU Evaluation Team will make its evaluation based on the criteria below.

6.2 POINT SCORING SCHEDULE

	Evaluation Criteria	Points
Α	Qualifications and Experience	20
В	Scope of Work	40
С	Interviews	15

D	АТІ	Review
Е	Cost	25
	Points:	100
	Additional Points (if Applicable)	
	Small Business Preference Points Appendix C	
	DVBE Participation Incentive Appendix D	

6.3 EVALUATION CRITERIA

Proposals will be reviewed, evaluated, and scored in accordance with the point schedule for all evaluation criteria noted below.

A. Qualifications and Experience

The Bidder's qualifications shall be evaluate qualifications of financially responsible and experience firms and organizations presently engaged in the business of providing electronic credential access system. This includes evaluating Bidders to determine if the Bidder has provided sufficient documentation, that it possesses the required qualifications, and a general overview of the Bidder's qualifications. The Bidder's references will also be considered.

Points: 20

Points: 40

B. Scope of Work

This section will consider and evaluate Bidder's demonstrated understanding of project requirements and ability to meet these requirements. This includes the ability to understand and meet the detailed conceptual approach and methodology used to respond to the Scope of Work. Also considered will be the depth and specificity of the Bidder's overall understanding of the project goals.

C. Interviews Points: 15

This section will consider how well Bidder demonstrates their proposed solution and illustrated key components.

D. Accessibility Technology Initiative (ATI)-Section 508 Points: Review

This section will consider: (Note: Use applicable paragraph(s))

VPAT

- 1. Voluntary Product Accessibility Template (VPAT) submitted for each unique product/service offered (i.e. applications running on multiple platforms)
- 2. VPAT's submitted should meet the following criteria:
 - a. Include all applicable sections of the Section 508 standards for technical conformance (1194.21 through 1194.26 based on product type), functional conformance (1194.31) and documentation (1194.41). See <u>CSU Guide to Completing the Voluntary Product Evaluation Template for more details.</u>
 - b. Correspond to the current version of the IT product/service being offered
 - c. Address all user interfaces (e.g. user-facing, administrative, reporting)

TESTING

- 1. Product testing documentation which validates the accessibility information contained in the product VPAT.
- 2. Testing documentation submitted should meet the same criteria outlined above in the VPAT section 2 (a-c).

ACCESSIBILITY STRATEGY

- 1. Documentation which outlines vendor's accessibility strategy for the product.
- 2. The documentation submitted should address the following issues:
 - a. How is accessibility integrated into the product development process?
 - b. How is accessibility integrated into the product testing process (i.e. specific evaluation and documentation procedures)?

ACCESSIBILITY GAPS

- 1. Documentation which outlines how vendor will address gaps in accessibility support (see the Accessibility Roadmap)
- 2. The documentation submitted should address the following issues:
 - a. How and when the vendor will resolve known gaps in accessibility support?
 - b. How will the vendor assist users with disabilities to work around current gaps in accessibility support?

E. **Cost** Points: 25

Cost will be evaluated based on the categories as indicated on Appendix E. The lowest overall pricing proposal shall receive the maximum points. Points on proposals with a higher overall price shall be determined by dividing the lowest proposal price by the higher proposal price and multiplying by the maximum points as indicated below.

<u>Price of Lowest Proposal</u> X Maximum Points = Points Awarded Price of Proposal

SECTION 7 - INSTRUCTIONS, CONTENT, AND FORMAT

7.1 INSTRUCTIONS

7.1.1 QUESTIONS REGARDING RFP AND POINT OF CONTACT

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be requested in writing by e-mail no later than the date indicated in Section 2, Schedule of Events. All written questions, not considered proprietary, will be answered in writing and conveyed to all Bidders. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding. Questions regarding any aspect of this RFP should be directed to:

Mary Carrillo, Contract Manager
Contract Services and Procurement
California State University, Office of the Chancellor
E-mail: mcarrillo@calstate.edu

7.1.2 ERRORS AND OMMISSIONS

If prior to the date fixed for submission of Proposal a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits and/or appendices, Bidder shall immediately notify the CSU of such error in writing and request modification or clarification of the document. Modifications may be made by addenda prior to the RFP response deadline. Clarifications will be given by written notice and posted to the RFP website to all active Bidders, without divulging the source of the request for it.

7.1.3 ADDENDA

The CSU may modify this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission by issuance of a written addendum posted to the RFP website. Addenda will be numbered consecutively as a suffix to the RFP Reference Number.

7.1.4 CANCELLATION OF SOLICITATION

This solicitation does not obligate the CSU to enter into an agreement. The CSU retains the right to cancel this RFP at any time for any reason. The CSU also retains the right to obtain the services specified in this RFP in any other way. No obligation, either expressed or implied, exists on the part of the CSU to make an award or to pay any cost incurred in the preparation or submission of response to the RFP.

7.1.5 REVISIONS IN BID SOLICITATION

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.

7.1.6 COMPLIANCE WITH RFP

To be compliant with the administrative requirements of this RFP, Bidder must meet the mandatory minimum requirements and complete and return the list of submittals in Section 7, Instructions, Content, and Format.

7.1.7 COMPLETION OF PROPOSAL

Responses to the RFP shall be complete in all respects as required by this solicitation. A submission may be rejected if conditional or incomplete, or if it contains any alterations or other

irregularities of any kind, and will be rejected if any such defect or irregularity could have materially affected the quality of the submission. Documents which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Bidder, may be rejected. Statements made by a Bidder shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Costs for developing Proposals are entirely the responsibility of the Bidders and shall not be chargeable to the CSU.

7.1.8 DELIVERY OF PROPOSAL

ON-LINE BID SUBMITTAL INSTRUCTIONS

The Proposal must be submitted to the Trustees through the Chancellor's Office RFP website at: http://www.planetbids.com/portal/portal.cfm?CompanyID=15331# no later than the time indicated on the date and specified in Section 2, Schedule of Events. The Bidder is responsible for submitting the Proposal on the Chancellor's Office RFP website on time. Delays due to the instrumentalities used to transmit the Proposal will be the responsibility of the Bidder. Allow sufficient time to upload all the bid documents. The Proposal must be completely uploaded and submitted by the specified time in order to avoid disqualification for lateness due to difficulties in submittal. LATE, FAXED, OR E-MAILED PROPOSALS DIRECTLY TO THE CSU CONTACT WILL NOT BE ACCEPTED.

7.1.9 EXCEPTIONS

In the event a Bidder believes that this RFP is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the CSU's Contact, either by e-mail, letter or facsimile, immediately upon receipt of the RFP, in order that the matter may be fully considered and appropriate action taken by the CSU prior to the closing time set for submission.

7.1.10 ALTERNATIVE PROPOSALS

Only one proposal is to be submitted by each Bidder. Multiple proposals shall result in rejection of all proposals submitted by the Bidder.

7.1.11 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after it is received by the CSU by written request signed by the Bidder or authorized representative, prior to the time and date specified for Proposal submission. Proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.

7.1.12 PROPOSALS BECOME THE PROPERTY OF CSU

Proposals become the property of CSU and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award. The CSU reserves the right to make use of any information or ideas contained in the Proposal. Proposals may be returned only at the CSU's option and at the Bidder's expense. One copy shall be retained for official files. Responses to this RFP and any other information that is currently or may become available as an outcome of the RFP process may be used by the CSU to structure an RFP or other solicitation. If the Proposer fails to notify the CSU of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of error or its late correction.

7.1.13 CONFIDENTIAL MATERIAL

Bidder must notify CSU in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. CSU shall have sole discretion to disclose or not disclose such material subject to any protective order that Bidder may obtain.

7.1.14 BIDDER'S COST

Costs for developing proposals are entirely the responsibility of the Bidder and shall not be chargeable to the CSU.

7.1.15 INSPECTION OF SOLICITATION DOCUMENTS

Bidder 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 Bidder's sole risk. It is the Bidder's responsibility to provide the CSU with current contact information and to update the CSU immediately of any changes.

7.1.16 CONFIDENTIALITY

Final bids are public upon award of contract; 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.

7.2. CONTENT AND FORMAT

To be considered responsive to this RFP, Bidder must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The CSU reserves the right to request additional information that in the CSU's opinion is necessary to assure that the Bidder's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the contract requirements.

7.2.1 DELIVERY OF PROPOSALS.

ON-LINE PROPOSAL SUBMITTAL

Submit proposals to the Chancellor's Office RFP website at: http://www.planetbids.com/portal/portal.cfm?CompanyID=15331#

7.2.2 LATE PROPOSALS

Sealed proposals must be received in the Contract Services and Procurement Office no later than as required by the Schedule of Events. LATE PROPOSALS WILL NOT BE ACCEPTED. The Bidder is responsible for the means of delivering the proposal to the appropriate office on time. Delays due to the instrumentalities used to transmit the Proposal including delay occasioned by the internal mailing system in the Office of the Chancellor will be the responsibility of the Bidder. Likewise, delays due to inaccurate directions given, even if by Chancellor's Office staff, shall be the responsibility of the Bidder.

7.2.3 MODIFICATIONS

A proposal may be modified after its submission by withdrawal and resubmission prior to the time and date specified for proposal submission. Modification offered in any other manner, oral or written, will not be considered.

7.2.4 COPIES REQUIRED (INTENTIONALLY OMITTED)

7.2.5 PROPOSAL CONTENT AND FORMAT

All Bidders are also required to complete the RFP Submittals. Proposals shall adhere to the following format for organization and content.

Section 1 - Cover Letter

The cover letter shall include:

- 1. A brief statement of intent to perform the services proposed.
- 2. Signature of an authorized officer of the organization who has legal authority in such transactions.
- 3. Full contact information (overnight mailing address, phone, fax, e-mail, etc.) for the individual designated as the CSU contact on this RFP and a secondary contact.
- 4. Acknowledgement receipt of all addenda issued.
- 5. Expressly state that, should the Bidder's proposal be accepted, the Bidder agrees to enter into a contract under the terms and conditions as set forth herein.

Proposals with unsigned cover letters will be rejected.

Section 2 - Exceptions and Confidential Information

Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, Bidder must expressly state that no exceptions are taken. Please Note: Taking exceptions to proposal requirements may render a Bidder's proposal non-responsive and rejected from further consideration.

Section 3 – RFP Submittals

This section shall consist of the following response to:

- 1. Qualifications and Experience
- 2. Scope of Work
- 3. Appendix F, OneCard Requirements
- 4. Appendix E, Cost
- 5. Appendix B, Payee Data Record

Section 4 – Additional Submittals

This section shall consist of the following applicable forms:

- 1. Appendix D, Disabled Veteran Business Enterprise Incentive
- 2. Appendix C, Small Business Preference and Certification Request
- 3. Appendix G, References
- 4. Report Examples
- 5. Accessibility VPAT and Roadmap