REQUEST FOR PROPOSAL (RFP)
California State University (CSU)
Office of the Chancellor
Contract Services and Procurement

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Reference RFP No.140180 on the package or box.

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

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SECTION 1 – PURPOSE, OVERVIEW, AND TERM

1.1 PURPOSE

The purpose of this Request for Proposal (RFP) is to invite proposals from qualified firms for a hosted consortium library services platform and discovery system to meet the resource management and end-user discovery needs of the California State University (CSU) libraries. The CSU desires a long-term partner that will not only deliver a robust and useful system, but also a strong set of services, training, and support.

Firms may work in partnership groups to submit proposals. While partnership groups and joint proposals may include new or less established firms as well as innovative or specialized companies, the lead proposer must describe the roll of the partners in each firm and describe the benefit to the CSU.

Qualified firms must meet the requirements set out in Section 3, System Requirements. Responses must clearly state which of the following three areas, detailed in Section 4, Scope of Work, are being bid on:

- Staff Functions
- Discovery and End-User Experience
- Both Staff Functions and Discover and End-User Experience.

The Chancellor’s Office will negotiate on behalf of all 23 members of the Council of Library Deans, anticipating that all CSU libraries will implement the chosen library services platform and discovery system over time, while allowing for flexible and phased implementation.

1.2 CSU LIBRARIES BACKGROUND

The California State University -- with its 23 campuses, nearly 437,000 students, and 44,000 staff and faculty -- is the largest senior higher education system in the United States. Each CSU campus has its own library with unique collections and services designed to help meet the educational mission of the CSU.

Although separate, the CSU libraries also have a strong tradition of collaboration, working together to further the CSU mission and meet the needs of the students they serve. Through the CSU Chancellor’s Office, the libraries license $5 million in electronic content as part of the Electric Core Collection (ECC), which is shared by all 23 campuses, and an additional $15 million in opt-in content that is negotiated by the Chancellor’s Office on the libraries behalf. The Chancellor’s Office also funds and manages a number of system wide services for resource sharing, virtual reference, and digital library projects, including a shared link resolver (SFX) and discovery system (Summon).

Currently, a handful of libraries host or share an ILS with other institutions, the largest of which is San Jose State University, which shares a system with San Jose Public Library.
1.3 PROJECT OVERVIEW

Today, the CSU libraries run a variety of different systems for managing print and electronic resources. Historically, each campus and the Chancellor’s Office have made independent decisions when selecting these systems, leading to unnecessary overlap and incompatibility between them. This has led to a number of problems, particularly in the area of electronic resource management, including:

- Duplication of work – staff must enter and update e-resource data in multiple systems,
- Lack of consortium capabilities – each library must separately enter the same e-resource information for system wide collections (ECC and opt-ins) into their local system,
- Lack of system wide analytics – CSU libraries are unable to easily compare print or licensed electronic resources across the CSU system to facilitate campus and/or system wide collection development decisions,
- Missed opportunity costs – the above problems lead to significant staff time allocations and the inability for libraries to reallocate this time to emerging or evolving priorities.

In addition to these systemic issues, we also recognize that the vendor marketplace is changing. Our vendors are developing next-generation library services platforms that bring together the management of both print and electronic resources in a more cohesive and comprehensive way, in most cases with significant, new consortium capabilities. These new library services platforms will eventually displace the older generation of ILS and ERM systems currently in use in the CSU.

The CSU libraries are eager to take advantage of this situation to collectively select and implement a consortium library services platform and discovery system. We expect this new system will allow us to eliminate current inefficiencies, gain new consortium capabilities, and provide the CSU with an innovative and forward looking service provider and development partner committed to continually improving their platform and services to better meet our needs.

1.4 PROPOSED TERM SCHEDULE

The term will be for five (5) years with two (2) one-year options to renew upon mutual agreement.

1.5 AWARD OF CONTRACT

The CSU reserves the right to reject any and all proposals. Award, if any, will be to one or more proposers whose proposals 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. Evaluation methodology and bases for award are described in Section 6 – Evaluation and Selection Criteria.
1.6  **RFP RULES AND INSTRUCTIONS**

The rules governing this RFP are stated in Section 8 - (Instructions, Content, and Format). Proposers are advised to carefully read, understand, and comply with these requirements in preparing a response to this RFP.

1.7  **DEMONSTRATION AND PRODUCT EVALUATION**

The CSU reserves the right to request a webinar and/or presentation from bidders that are considered finalists. Webinars, presentations, or other evaluations are not a binding commitment by the CSU. Webinars, presentations, or other evaluations will be for product evaluations only; sales pitches are not necessary or desired. Sales demonstrations will be declined during the product demonstration and evaluation.

Details regarding the demonstration will be sent to the finalists after the evaluation period. All dates are subject to change.
SECTION 2 – SCHEDULE OF EVENTS

(Dates and times are subject to change upon notice)

Release of Request for Proposal: October 15, 2014
Bidder’s Conference Call October 22, 2014 9:00 a.m. (PT)

Please RSVP for the Bidder’s Conference Call
Email mcarrillo@calstate.edu to RSVP and to receive call-in information

Deadline for question submittals: October 24, 2014 10:00 a.m. (PT)
E-mail questions to: mcarrillo@calstate.edu

Deadline for Submission of Proposals: November 12, 2014 11:00 a.m. (PT)
Evaluation Period November 17 through December 24, 2014
Finalist Demonstrations TBD 2015
Follow-up Discussions with Campuses and Council of Library Directors TBD 2015
Notice of Intent to Award March 1, 2015
Contract Commencement TBD

Response to questions and addendums will be posted on the official CSU RFP website at:
http://www.planetbids.com/portal/portal.cfm?CompanyID=15331#

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 - SYSTEM REQUIREMENTS

The following are the system requirements of the CSU. The Bidder shall address each area and provide information on how these requirements are met.

A. SYSTEM REQUIREMENTS

In a clearly marked section of the proposal, describe how these requirements are met. Detailed explanation is required. The system must be:

1. Operational

   The system should be functional for the acquisition, description, management, and circulation of physical and electronic resources, with integrated workflows for all resources. It must be capable of supporting the entire lifecycle of a library resource from acquisition through access, licensing, administration, support, and evaluation. The system must replace our current ILS systems, ERM systems, and link resolver with a comprehensive system that eliminates the need to enter duplicate information into multiple, stand-alone systems.

2. Hosted

   The CSU is seeking a hosted, cloud-based system that is reliable and scalable. It is preferred that it have browser-based staff clients.

3. Consortium Capabilities

   The CSU requires a system that will support an infrastructure of shared records that allows the libraries and the Chancellor’s Office to collaboratively manage electronic resources and print collections. The system must also support the analysis and assessment of usage data and collection information across all CSU campuses.

4. Autonomy

   Each campus must have the capability to administer their collection data differently if they so choose. Campuses should be able to override or opt-out of inherited data from shared records, change local configuration options, develop local workflows, and otherwise make independent decisions.

5. Integration

   Each CSU library has unique business requirements: Over half are members of regional, direct-borrowing (INN-Reach) consortia, and several libraries have automated retrieval systems. The library services platform must support flexible options in dealing with these and other local campus systems, purchasing systems, and other third-party applications. The library services platform must also provide a robust set of application programming interfaces (including write operations) that allow the CSU libraries and other interested parties to develop new functionality.
6. Resource Sharing

The CSU seeks a system that facilitates the discovery of books across all 23 campuses and enables resource sharing as if each library were a member of a single, large, multi-branch library system.

7. Analytics and Reporting

The CSU requires advanced data analytics with reporting capabilities. The capabilities must be user-friendly, intuitive, standard yet customizable. They should support evidence-based decisions on the impact of library services on users, collection development and management, and access and discovery.

8. Facilitate discovery of all library resources

The system must provide end-users with a simple, intuitive, and integrated search of each library’s local print and digital collections, as well as the world of journal articles, dissertations, and other research data, covering the vast majority of the library’s electronic collections. Each CSU campus requires its own discovery system, and will need to be able to configure and customize the system to meet local preferences. Alternately, the library services platform must integrate with other third-party discovery systems should the CSU choose to implement a different system.

B. ACCESSIBILITY REQUIREMENTS

The CSU is committed to ensuring that its programs, services and activities are accessible for all staff, faculty, students, and members of the public including persons with disabilities. Accessibility should be considered throughout the design and development process for all websites and web applications developed for the CSU. Visit the CSU ATI website for more information http://www.calstate.edu/accessibility/.

PROPOSAL SUBMISSION REQUIREMENTS

Bidders are asked to provide the following information in order to allow the CSU to gauge bidder’s capabilities and experience developing accessible websites and web applications.

VENDOR ACCESSIBILITY STRATEGY

Bidders shall submit documentation that outlines vendor’s accessibility strategy for their products. This documentation should address the following issues:

1. How is accessibility integrated into the product design and development processes (e.g. technical requirements that address accessibility)?

2. How is accessibility integrated into the product testing process (e.g. specific evaluation and documentation procedures)?
PRODUCT ACCESSIBILITY DOCUMENTATION

1. Voluntary Product Accessibility Template(s)
   a. Submit a Voluntary Product Accessibility Template (VPAT) for each unique product/service offered (i.e. applications running on multiple platforms). 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.
   b. VPAT's submitted should meet the following criteria:
      i. 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.
      iii. Furnish separate VPATS for each user interface (e.g. student, staff, administrative, public, and reporting).

2. Testing documentation that validates all of the accessibility information contained in the VPAT. This documentation should meet the same criteria outlined in 1a and 1b above and, at a minimum, include the following information:
   a. Evaluation date(s)
   b. Evaluation environment (e.g. OS/web browser)
   c. Evaluation tools (e.g. developer tools, assistive technology)
   d. Test methods (e.g. automated report, visual verification, manual source code review)
   e. Test results (e.g. “all input elements have labels that are programmatically related using ‘for’ and id’ attributes”)

3. A CSU Accessibility Roadmap that addresses product accessibility gaps (i.e. functions that are not usable by persons with disabilities). See the Accessibility Roadmap template for instructions on providing the following information:
   a. A list of known accessibility gaps
   b. The specific steps and timelines by which known these gaps will be remediated
   c. A list of any workarounds for product accessibility gaps including:
      i. Use of alternative business processes (e.g. offering phone support until your web-based support tools are accessible)
      ii. Use of a third-party product to replace or supplement functionality in your product (e.g. providing a programming interface which allows other applications to interact with content in your product)
4. Accessibility Testing

Upon request, vendor shall furnish the CSU with access to the website to enable accessibility testing of any system offered through this contract.

C. Client References

Vendors are requested to provide 5 client references from current firms that are similar in size and scope to the CSU and are continuously engaged in providing a library services platform and/or discovery system. Higher Education and PeopleSoft integration references are preferred. References are to include the customer contact name, address, phone, and email information as well as a brief description of the current service provided.
SECTION 4 - SCOPE OF WORK

Following is a list of the services and/or products that the CSU would like discussed and described in your proposal. Your response should be tailored to demonstrate an understanding of the CSU project requirements and address our need for a library service platform and discovery system. Provide examples of your solution when appropriate.

Every proposal is required to include responses to Section A: Systems & Services.

Additionally, proposals must clearly state which category is being proposed:

- Section B: Staff Functions, or
- Section C: Discovery and User Experience, or
- Sections B & C: Both Staff Functions and Discovery and User Experience.

It is expected that your proposal be tailored to reflect the appropriate category. Your proposal must clearly state which section you are responding to and you should respond to or acknowledge each numbered or bulleted point.

A. SYSTEMS & SERVICES

Through this RFP, the CSU libraries seek to select and implement a shared library services platform and discovery system, displacing a variety of local systems in order to eliminate current inefficiencies and gain new consortium capabilities. In order to accomplish this goal within a university system as large and diverse as the CSU, the selected library services platform and discovery system must be able to scale to handle millions of records, hundreds of simultaneous transactions, and thousands of simultaneous users.

A.1. SYSTEMS & SERVICES REQUIREMENTS

The library services platform and discovery system must:

- A.1.1 Meet very high reliability expectations and utilize a cloud-computing architecture and, preferably, browser-based staff interfaces. The vendor must be ready, when failures do occur, to mitigate and resolve them quickly and accurately.
- A.1.2 Meet CSU IT security requirements as specified in the CSU General Provisions for IT Acquisitions, Section 30.
- A.1.3 Store library and user data securely and respect user privacy. The library services platform and discovery system should also offer systems for identity management using standard protocols that provide streamlined authentication for end-users and library staff.
- A.1.4 Be customizable and extendable to respond to the unique needs of each CSU campus, and should integrate with technologies and metadata standards in use at each campus.
- A.1.5 Provide comprehensive support and training, during and beyond migration. The CSU desires a long-term partner that can not only deliver a sound, useful system with a strong documentation set, but can also deliver services, training, and support when called upon. The CSU also seeks partners with a history and
culture of proactively responding to customer needs and suggestions, and supporting the activity of user groups and communities.

A.1.6 If a vendor is offering a stand-alone discovery system, that system must fully integrate with any library services platform selected by the CSU.

A.2. RELIABILITY, SCALABILITY, AND PERFORMANCE

The CSU seeks to maintain the highest possible level of service availability and response times to all CSU campuses in all locations.

Describe or Demonstrate:

A.2.1. The cloud-based network environment of the system.
A.2.2. Supported web browsers for both staff and end-users. How do you determine which platforms and browsers you will support? Describe any functionality that cannot be successfully completed through a web browser.
A.2.3. How the system minimizes business disruption and maximizes system availability, particularly within the context of a geographically large implementation. What kind of “up” time do you typically deliver (also define any terms within your answer as appropriate)? What are the biggest risks to the system in terms of availability (e.g., power outages, network outages, data corruption, software bugs, reliance on external partners), and how are these risks mitigated? Provide any examples you can of large outages that have occurred, how long they lasted, and how you resolved them.
A.2.4. Monitoring and reporting of system reliability and performance. Provide sample reference data or screenshots, as appropriate, of monitoring feedback. In particular, please describe:
  • What kind of 24/7 downtime monitoring and support is available;
  • How monitoring is staffed and the number of staff members who can support to critical outages over a 24-hour period;
  • What is the expected response time for resolving downtime;
  • Processes undertaken to minimize downtime;
  • If there is a ‘status’ page to view the current up or down state of services;
  • Scheduled down times, or “quiet time,” the system requires, noting the frequency, duration and purpose;
  • Available tools to continue core functions during down times? How are jobs that are scheduled to run during scheduled and unscheduled down times handled;
  • Proactive monitoring of the system by your organization, and any actionable communications to the customer that result from this monitoring. For
example, do you warn the customer if certain system limits are being reached, such as record counts or processing availability? How do you alert the customer in the event of planned downtime and unplanned system anomalies? Is there a ‘current status’ page that would show the known current status (up or down) of the application and/or servers?

- Is there a backup instance of user-facing components that institutions could continue to use during downtime? For example, is there a staging or testing port/server that an institution could link to if downtime occurs?

**A.2.5.** Load balancing distribution in your Cloud-based network environment.

**A.2.6.** Storage of and architecture of institutional-level data (e.g., is institutional data stored separately? How is individual institution data differentiated architecturally?)

**A.2.7.** Limitations or performance issues that may occur during large batch-edit or data operations system-wide.

**A.2.8.** Architecture of the database and any proprietary and open-source components.

**A.2.9.** Expected level of local systems staffing required for administering the system, given a university system such as the CSU. What level of support and staffing is necessary at the consortium level?

**A.2.10.** The largest system (e.g., sites, record counts) you have deployed for a single customer using the system? When did you implement this system? Describe any significant hurdles you encountered in its implementation and how they were overcome.

**A.2.11.** Initial configuration or implementation decisions that cannot be later changed, or altered only with great effort or expense.

**A.2.12.** The public-facing web interface architecture (framework used, programming language, the ability for staff to access and modify templates or code.)

**A.2.13.** Configuration decisions needed ‘at the consortium level’ versus configuration decisions applicable to a subset of institutions or be determined locally.

**A.2.14.** How upgrades are performed, including feature enhancements, general updates, and fixes.

**A.2.15.** Configuration of email sent from the system. What kind of template options and customizations are possible? Can emails be sent directly from patron records or other points at the system, such as course-reserve records (to email course faculty), acquisition records (to email vendors) etc.? Are email notices scheduled?

**A.2.16.** Automatically scheduled cron jobs and tasks scheduled by the system. Can the schedule of these jobs be adjusted (For example, if a job typically runs at 2 AM, can it be changed to 4 AM)?

**A.2.17.** How indexing rules are defined by the system in both staff interfaces and in the discovery system. Can customers modify local indexing rules (example: a library uses a local 99x field in its MARC records for a certain purpose; can they edit
indexing rules to include that 99x field in their local indexing rules, that would not affect other consortium libraries' locally defined rules?) Can customers directly change indexing rules or must they be done by the vendor?

**A.2.18.** How and when indexing processes run in the staff interface and in the discovery system (e.g., nightly, upon records being saved, etc.), and any limitations for interacting with the system while indexing or other automated processes are running.

**A.2.19.** The ability of the system to provide error reports.

**A.3. DATA SECURITY AND DATA ACCESS**

Describe or Demonstrate:

**A.3.1.** Data management practices to which the system adheres, including those for patron and circulation transaction information. Include relevant information on standards compliance (such as ISO 27001) and any organizational information technology audits that have been completed.

**A.3.2.** Can data access be segmented -- for example, can institutions decide what patron information is viewable by staff at other institutions?

**A.3.3.** Use of and support for secure protocols to safeguard data in transit (e.g., secure FTP loading).

**A.3.4.** Encryption in backups and in replica sets.

**A.3.5.** Prevention of data loss and disaster recovery plans. How is data recovered or rolled back to specific points in time in the event data loss does occur? Also describe the process through which data is recovered. For example, is the recovery process a self-service mechanism? Or, must the customer contact your organization to request data recovery? What is the typical turn-around time to have data recovered? How compartmentalized is the data with respect to data recovery? In other words, can a customer recover a subset of bibliographic records, a subset of patrons, or a particular range of transactions? Or, is system recovery or rollback only possible in its entirety?

**A.3.6.** Architecture of data storage and redundancy (for example, multi-tenancy, cloud distributed, etc.). Describe the regional or global distribution of data centers.

**A.3.7.** Protocols for addressing unauthorized access to or disclosure of confidential data?

**A.3.8.** Data validation the system performs on records as they are created or edited, and indicates whether this is different for batch jobs as compared to single records.

**A.3.9.** How changes are tracked to records (patron, item, bibliographic, etc.) Is there an audit trail or version control for edits? Is it possible to revert to previous versions of a record? Is the audit trail available for all records in the system or only a subset?
A.3.10. Simultaneous edits to records by multiple users. For example, if a cataloger is editing an item record, can the circulation desk check out that same item, or is the record locked? If simultaneous edits are allowed, how are different simultaneous edits reconciled?

A.3.11. The ability to allow for granular, function-by-function authorizations, so that fund and payment data cannot be compromised and separation of functions can meet audit requirements.

A.4. AUTHENTICATION, AUTHORIZATION AND IDENTITY MANAGEMENT

Describe or Demonstrate:

A.4.1. How the system can leverage existing identity stores (e.g., Active Directory, LDAP), for both staff and patron accounts. Describe also how such capabilities can co-exist alongside identities natively managed within the proposed system.

A.4.2. The extent to which the system has been designed to comply with laws and regulations governing the storage and use of “protected” user data. Examples of such laws and regulations include: Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), and Payment Card Industry Data Security Standards (PCI-DSS).

A.4.3. Policies on backing up, recovering, securing and purging user-supplied data. For example, how might you handle a user who has accidentally deleted a resource list created in your system?

A.4.4. Support for single sign-on authentication and authorization systems (e.g., CAS, Shibboleth, and/or EZProxy).

A.4.5. How workflows for loading patrons where different identity management systems may be employed by different campuses using the system. CSU campuses may have a variety of identity management systems - how will a shared environment accommodate user data from a variety of sources?

A.4.6. How staff administrative rights and staff accounts are assigned within the system. Can administrative rights and staff accounts be assigned to identities stored in external identity stores, such as Active Directory? Can administrative rights be assigned to groups, as well as users? Does the system allow compartmentalizing of administrative rights on a per-institution basis? For example, can you limit the effect of administrative rights assignment to a single institution?

A.4.7. How your system addresses group-based permissions for staff. Also describe any differences in what permissions and privileges can be managed for a group vs. an individual account.

A.4.8. The level of granularity of access controls for staff functions (principle of least privilege). E.g., can certain data elements be made read-only for some staff and read-write for others?
A.4.9. Some CSU staff and patrons may have identities with multiple institutions (e.g., some staff are also graduate students; some are staff at institution A while graduate students at institution B, etc.). How would users with multiple affiliations be supported in the system, with respect to authentication, permissions assignment to their account, and permissions on their accounts? Can hierarchies be defined (e.g., if staff is also a grad student, but grad students have more privileges, use the grad student’s privileges)?

A.4.10. The ability for deploying unique authentication systems at the local level (e.g. affiliated/ community / alumni / public.)

A.4.11. The dimensions by which patrons’ accounts can be personalized for them. For example, if data on a student’s major is present in a campus identity store such as PeopleSoft, can that data be used to automate recommendations based on their major, etc.?

A.5. INTEGRATION AND EXTENSIBILITY

Describe or demonstrate:

A.5.1. The library services platform’s integration with third-party commercial discovery systems. Which discovery system are supported and to what degree? Describe any data or functionality that is supported in your own discovery system that is not made available to third-party systems. (For vendors only submitting a proposal for discovery system, see section C below for a similar question.)

A.5.2. The ability to create, edit, store, publish and enable the discoverability of archival metadata records (e.g., Dublin Core, EAD, MODS, METS) and to integrate with digital object and metadata repositories. Describe the system’s ability to adapt to emerging metadata standards in the future, such as BIBFRAME.

A.5.3. How the system works with Automated Storage and Retrieval Systems (ASRS) such as Dematic or HK. Describe the ability to sync inventory data with these systems; how are new records loaded into the ASRS from the system, and how is the system updated with information from the ASRS?

A.5.4. The system’s integration with campus financial systems, as used for ordering, invoicing and other functions, as well as collection agency services; and ability to accept and process payments via cash, check, credit card, PayPal, Square, student campus cash cards, etc.

A.5.5. How the system connects to campus information systems such as PeopleSoft to create and update patron records. Describe the ability to communicate fines and payment information to campus bursar systems, or the ability to indicate the fines and other charges have been transferred to the campus bursar system. Describes how campus blocks and holds due to fines can be communicated to central campus systems. For example, if fines are paid through a central campus bursar’s office, can the patron’s account be updated in real-time or through harvesting when
A.5.6. How the system works with tools such as GOBI, Cataloger's Desktop, and RDA Toolkit. Describe procedures for automatically ingesting bibliographic record updating services (e.g., OCLC Bibliographic notification services).

A.5.7. Support for RFID Systems, including automated materials handling, such as AMH from Lyngsoe and self-check-out systems (e.g., 3M Self-Check).

A.5.8. How the system supports the NISO Circulation Interchange Protocol (NCIP / ANSI/NISO Z39.83), including reference to successful implementations. Which application areas are supported (e.g. Direct Consortial Borrowing, Circulation/ILL, Self-Service Circulation)? Which NCIP messages are supported and does the system support both the roles of initiator and responder? Does your implementation include secure transport (e.g. HTTPS) wherever possible?

A.5.9. How the system supports vendor-led protocols such as 3M's SIP2.

A.5.10. Your organization's participation in new NISO standards development as well as ongoing standards maintenance. How quickly have your products incorporated new application areas or messaging capabilities of an evolving protocol? Are the new features available as part of general releases of the software or are they custom-developed per client?

A.5.11. The system's technical integration with content providers and various DRM systems: e.g. Overdrive, Adobe Digital Editions, Adobe Content Server, Ebrary, Safari, iLibrary, EBSCO.

A.5.12. Technical integration with copyright and rights management services: e.g. SipX, Copyright Clearance Center (CCC) Get it Now.

A.5.13. Compatible label printer brands (e.g., RapidX, Zebra) and printing formats (e.g., postscript).

A.5.14. How the system may be used to integrate library data (such as title lists) into learning management systems such as Moodle/MoodleRooms, Blackboard, Desire2Learn, and Canvas; as well as for content management frameworks such as Drupal and WordPress; and guide management systems such as LibGuides.

A.5.15. The product's support for the Library Linked Data model, including the Resource Description Framework (RDF) and RDFa. For example, does the system possess the ability to expose, as linked data, authority-controlled names and holdings?

A.5.16. The systems' level of interoperability with common resource sharing systems such as: RapidILL, ILLiad, Odyssey, Ariel, Get It Now, OCLC Article Exchange and OCLC Resource Sharing.

A.5.17. The ability to create and customize RSS feeds and other feeds of data (e.g., feeds of data for use with Twitter/social media APIs) that can then be embedded in web pages/LibGuides. Describe how long RSS feeds are stored before they
expire. Describe the ability of users (e.g., students, faculty) to create and subscribe to RSS Feeds.

A.5.18. How library data is made available for indexing via commercial search engines (e.g., Google and Google Scholar) and how the system enables discoverability from outside the system's own discovery layer?

A.5.19. Any facility the system provides for staff workflow automation, using such techniques as keyboard shortcuts, task-oriented macros, keystroke recording, or scripts that can be implemented on the staff interface.

A.5.20. Interoperability with video streaming software such as Haivision Video Furnace, Kaltura and Kanopy, and ShareStream. Describe how metadata and rights information for streaming / media resources is managed and harvested.

A.5.21. The ability of customers to develop add-on or extension functionality that directly modifies the functionality in the system. In other words, apart from APIs, is there a way to write scripts or functions that modifies functionality within the system itself? Or is there a process for submitting such enhancements for code review for eventual inclusion in the system?

A.6. APPLICATION PROGRAMMING INTERFACES (APIS)

Describe or Demonstrate:

A.6.1. The specific data and functionality that your system exposes via application programming interfaces. Does your system provide these APIs via REST?

A.6.2. Any licensing or technical restrictions or constraints placed on the use of these tools and services. Are business rules and access controls applied?

A.6.3. Authentication mechanisms for interacting with the system’s APIs, and how API keys/credentials are generated, stored, and distributed.

A.6.4. How costs and fees are assessed if an institution requires additional development in order to integrate with third-party software.

A.7. MIGRATION AND IMPLEMENTATION

Describe or Demonstrate:

A.7.1. The estimated timeline for migration and implementation and the major steps in the project. Provide a detailed description of your approach and proposed plan for the data migration process.

A.7.2. The overall timeline for a large university system such as the CSU to migrate and implement your system. Include recommendations regarding the grouping of libraries, and the number of stages.

A.7.3. Your previous ILS and ERM/link resolver migration experience.
A.7.4. The process for migrating acquisitions data from an ILS other than your own system into your system. Is there any data that does not migrate? Is there any data that is not fully functional and reportable in your system after migration, including, but not limited to, local notes (free text), payment and vendor history, fund allocations and encumbrances?

A.7.5. The process of migrating each library’s electronic resource/bibliographic records to the new system.

A.7.6. Preparation steps and implementation steps necessary to ensure appropriate migration of data (bibliographic, acquisitions, item, holdings, license, etc.) and to avoid data loss, the need for data clean-up projects, and related problems.

A.7.7. Information required from non-library campus units, such as information needed from campus IT departments regarding LDAP and identity management. Provide examples of forms used to collect this information where available.

A.7.8. Outline the roles and responsibilities of the library and the vendor during the data migration process. Describe the required involvement of library staff in the migration process.

A.7.9. Your experience migrating data from Innovative Interfaces Millennium and Sierra and Ex Libris Voyager systems. Describe any specific considerations or difficulties in migrating bibliographic, acquisitions, serials, check-in, electronic resource, content license, patron and circulation records and data from these systems into your system.

A.7.10. Which data entities can be migrated per library activity area. Detail data from library areas that cannot be migrated. Migration must include ERM (Electronic Resource Management) data.

A.7.11. The ability to retain and preserve transient or temporal data, such as checkouts, holds, item status, item statistics (such as total checkouts), patron status and patron blocks, through the migration process.

A.7.12. The ability during migration to merge similar bibliographic records without loss of locally created data.

A.7.13. How the integrity and quality of the data will be maintained in the migration process.

A.7.14. How invalid data (data found in the current system that will need to be cleaned or corrected before migration) is handled. Will libraries receive reports of data found to have problems during migration?

A.7.15. The ability during migration to handle and resolve duplicate barcodes.

A.7.16. Your approach with regards to system configuration and customization by the library. What tools will be available for library staff to configure and customize various parameters?
A.7.17. The training program content provided during implementation, the method of delivery, and materials. How much on-site training is provided? How much online? Are there opportunities for both synchronous and asynchronous training?

A.8. SUPPORT, MAINTENANCE, AND ENHANCEMENTS

The CSU seeks a long-term systems partner committed to customer service and open to customer feedback. Vendor customer support and training services should be easily accessible, with a rapid turnaround time for service requests, and available 24 hours a day/seven days a week. Customer service should be efficient and thorough.

Describe or Demonstrate:

A.8.1. Your customer support venues (e.g., web, phone, email), periods of coverage, and expected response times.

A.8.2. How your customer service system tracks and responds to issues.

A.8.3. The documentation, including format, accessibility, and ease of use. Is documentation clear, concise, searchable and easily understood with screenshots and other examples? Does it include context-sensitive functional module integration? How are updates and documentation distributed (e.g., listserv, document center, etc.).

A.8.4. Your customer support model. For example, would you accept support requests from any CSU Libraries staff member, or only from designated representatives? Do you provide a primary contact(s) for a given customer account, or do you provide support by geographic region, or by area of specialty (e.g., circulation, cataloging)?

A.8.5. Is there an active user group for your product? What is their scope and role? Describe any customer community activities you sponsor or support, such as online or in-person venues to allow customers to share ideas and systems. Include information about annual conferences and attendance, and regional interest groups (particularly in California).

A.8.6. Does the user group have an active community of programmers and developers adding functionality to the system? What is the process for sharing custom developed add-ons or scripts with other users of the system?

A.8.7. The product enhancement process and the role that customers play in identifying and prioritizing new features and enhancements. Describe any changes or updates you have made to your system in the past year as a direct result of customer feedback. Describe typical time frames for items on a development road map (e.g., quarterly, 6 months, etc.)

A.8.8. The parameters of your “typical” Service Level Agreement (SLA) with a large partner such as the CSU system. How well does the system meet established intended service targets?
A.8.9. The process of escalating support requests. What are the levels of severity / importance for support calls? Describe the 24/7 support response for critical problems (e.g., system outages).

A.8.10. What enhancements are planned for development over the next 24 months?

A.8.11. The frequency and scope of both major and minor releases. How long do you support a major platform release after it has been superseded by a new version?

A.8.12. The content and delivery method (context-sensitive, online, knowledgebase, etc.) of administrative and end-user documentation sets, as well as the frequency of documentation updates. Also describe the availability of user-authored content, such as community wikis.

A.8.13. The availability of training for systems staff and systems administrators at each institution. Describe the various levels of training for staff according to technical expertise. Provide examples of configuration changes that can only be accomplished on the vendor side and cannot be completed by staff at each institution.

B. STAFF FUNCTIONS

B.1. RESOURCES MANAGEMENT, CATALOGING, & ACQUISITIONS

The work product of technical services staff is a point of service for library patrons, providing access to materials in all available formats in the most efficient way possible. The CSU libraries are seeking to minimize repetitive technical services staff tasks performed at the local level that can be done more efficiently as part of a single, shared system. A large part of this greater efficiency and flexibility will be the sharing of data among local sites to manage collection development and resource management in a shared database.

B.1.1. REQUIREMENTS

The system should:

- Include essential technical services staff functions and operations currently available in, and common to Integrated Library Systems, including acquisitions, cataloging and both print and electronic management capabilities.
- Offer flexibility and extensibility to allow the consortial sharing, viewing, editing and exchange of records of all types as well as the ability for individual institutions to locally control and customize those same record types.
- Offer a robust and feature-laden ERM application to allow for the efficient and effective management, analysis, and evaluation of e-resources.

B.1.2. COLLABORATION

Describe or Demonstrate:
B.1.2.1. What type of records can be shared across institutions to streamline workflows (bibliographic, authority, order, check-in, item, license, patron, fiscal, vendor, etc.)

B.1.2.2. How dynamic and flexible record sharing is, and the ease or difficulty of changing sets of records from local control to shared control, and vice versa.

B.1.2.3. How the system supports the ability of libraries to perform cooperative collection development in a shared environment through access to common files of on-order materials, cancelled subscriptions, circulation data, check-in records, etc., in a shared environment. For example how are local sites made aware of what other libraries are purchasing, and still limit the sharing of confidential financial agreements or other confidential information? Would the system allow local sites to be notified automatically when another library cancels a publication or de-accessions a title to which both of them subscribe or own?

B.1.2.4. How the system will handle access to local and consortial fund and vendor codes in a shared environment.

B.1.2.5. How each site will handle local information (e.g., binding information, donor information, electronic bookplates, processing notes, etc.) in a shared environment.

B.1.2.6. How the system will allow for the management and maintenance of a shared bibliographic and authority control database, so that individual campuses can derive bibliographic and authority records centrally or from other campuses.

B.1.2.7. How will local sites’ links to electronic resources be stored and displayed in a shared environment?

B.1.3. SYSTEM INTEGRATION

Describe or Demonstrate:

B.1.3.1. The system’s integrated workflow from resource selection to circulation. Demonstrate this for both physical and electronic resources and how workflow functions can be automated.

B.1.3.2. The interaction, movement, and editing between system components (acquisitions, cataloging, serials, electronic resources, interlibrary loan, fiscal, public discovery interface, etc.). Does the system provide seamless interaction between all components?

B.1.3.3. The system’s ability to display modifications to bibliographic records, circulation status, etc., in the discovery layer in real-time.

B.1.3.4. How the system supports the integration between interlibrary loan and acquisitions to provide support for purchase-on-demand programs.

B.1.3.5. How the system integrates with book, periodical, and other content and coverage providers.

B.1.3.6. The system’s ability to develop and maintain local, customized workflows for tangible and electronic resources.

B.1.3.7. The system’s support for automated reminders, ticklers or alerts, for workflow tracking, renewal reminders, claims, system outages, bindings, etc.
B.1.3.8. The system’s notification functionality. For example, can the system automatically email staff or patrons when an item is received (print materials) or activated (electronic materials)?

B.1.4. ACQUISITIONS MANAGEMENT

Describe or Demonstrate:

B.1.4.1. How the system supports the acquisitions workflow, including, but not limited to, ordering, receiving, invoicing, claiming, payment, etc.

B.1.4.2. How order data is stored in relationship to bibliographic and item data.

B.1.4.3. The system's support for automated selection, ordering, invoicing, and claiming using standards like EDIFACT and X12. Demonstrate how these transactions can be completely automated. How is data sent and received in this manner integrated with acquisitions, serials management, and financial modules? How does the system check for duplicate records or transaction errors?

B.1.4.4. The system's ability to input and output data and records using FTP, APIs, or other data exchange standards.

B.1.4.5. How the system allows and supports processing of the above functions with vendors who do not support Electronic Data Interchange (EDI) transactions.

B.1.4.6. The system's ability to import bibliographic records individually or in batches from a vendor, including, but not limited to, the automatic creation of order, invoice, and/or item records from data supplied by the local site.

B.1.4.7. The system's support for ordering and claiming, including, but not limited to, print and electronic submissions and what electronic submission protocols are supported.

B.1.4.8. The system's ability to manage subscription renewals within the system.

B.1.4.9. How the system supports the creation of brief bibliographic records for ordering purposes. Conversely, demonstrate how the system supports non-purchased materials, such as gifts that require a bibliographic record but do not necessarily have an order or invoice record.

B.1.4.10. The fund structure for acquisition payments and the invoice creation and payment workflow. Demonstrate the system’s ability to provide the following functions related to funds and payment history:

- Suppress and archive unused fund codes;
- Keyboard shortcuts within funds;
- Export all fund displays and reports to CSV or Excel;
- Assign multiple funds to a single order;
- Assign dollar amounts, not just percentages, on multi-fund orders;
- Customize, archive, and retrieve fund activity history for a minimum of 3-5 years;
• Display all orders and invoices associated with a fund code for a user specified period of time;
• Encumber, disencumber, adjust, and expend funds; including the ability to close out a partial purchase order;
• Sort and display funds in multiple ways;
• Any limits to the system regarding number of funds, invoice payment lines, number of electronic invoices or limits to fund codes in terms of length and character type;
• The system’s ability to handle multiple currencies and perform accurate, automatic balances adjustments in your home currency according to global exchange rate updates.

B.1.4.11. The system’s support for storing and sharing vendor data for both physical items and electronic resources and how it is retrievable, customizable, and used in different functional areas.

B.1.4.12. Does the system allow for multiple entries in various fields?

B.1.4.13. The system’s ability to integrate with campus/state financial systems (PeopleSoft/CMS), including, but not limited to, the export and import of financial transactions such as payment of invoices by various methods, in multiple standard formats.

B.1.4.14. How the system will handle taxes for material purchasing. Will the system be capable of paying taxes at different tax rates based on where the item is received/housed/paid? Will the system be able to track tax-exempt status?

B.1.4.15. The system’s ability to provide the following functions related to tax and use tax:
• Calculate and set different use tax percentages;
• Accrue sales tax by line item when invoice is input;
• Change percentage on use tax and ability to apply use tax to “none”, “some”, or “all” items on an invoice (paper or electronic);
• Differentiate different types of tax;
• Remove VAT functionality;
• Adjust tax percentages as local taxes fluctuate, without vendor intervention.

B.1.4.16. The system’s financial reporting functionality, including, but not limited to, granularity of data retrieval and level of local and consortial customization, without need for vendor or local customization.

B.1.4.17. The system’s support for fiscal-year closing functionality. Will the system be capable of closing by a variety of fiscal-year options? (For example, biennium versus calendar year, current year and previous year funds.) In what format and for how long can fiscal close records be retained?

B.1.4.18. What records or data are stored in the system from acquisition processes and for how long. Can local sites choose custom retention periods for specific kinds of data? What kind of audit trail is available? Are reports available in print and electronic formats for storage? For how long are reports available?
B.1.4.19. How data can be extracted across record types, including, but not limited to, order, vendor, item, and bibliographic records. Describe data fields that are not available for export via CSV, Excel or PDF.

B.1.4.20. Describe the system’s ability to provide automated activation of electronic resources (eBook, eJournal, databases, etc.) at the time of ordering.

B.1.5. SERIALS MANAGEMENT

In general, describe the system’s support for material management at the issue level; including receiving, item generation, labeling, routing, claiming, and binding.

B.1.5.1. CHECK-IN

Describe or Demonstrate:

B.1.5.1.1. The system’s ability to manage current receipts of active subscriptions and standing orders. This includes the ability to embed hyperlinks to occasional digital content in print subscriptions, to store and retain internal or external notes, and to set alerts as needed.

B.1.5.1.2. The system’s serials check-in software support for automatic issue prediction and the ability to turn the feature off on a case-by-case basis, if so desired.

B.1.5.1.3. Describe the solution’s support for the creation, storage, editing, and re-use of the full range of chronology and enumeration captions, and publications patterns as defined in the MARC 21 Format for Holdings Data (MFHD) for check-in purposes.

B.1.5.1.4. Demonstrate the solution’s ability to set up prediction patterns for serials with irregular frequency using the full range of frequencies (MARC 85x $w) and the regularity pattern (MFHD 85x $y), or other methods.

B.1.5.1.5. The system’s support for the check-in of multiple instances of a given title; for example, one subscription to a title might include individual issues, bound volumes, pocket parts, pamphlet supplements, special issues, legislative service, and possibly other parts, each received on a regular or irregular basis. Describe how each of these parts can be accommodated and distinguished, either within a single record or on separate records.

B.1.5.1.6. The system’s support for recording and receipt of issues via SISAC and/or UPC codes.

B.1.5.1.7. The systems’ support for complete automation of serials check-in electronically, without staff intervention, using EDI.

B.1.5.1.8. How the system’s serials check-in system can automatically update the MARC 21 holdings record, including all content related to the 85X/86X paired fields, either during receiving or as a separate function.

B.1.5.1.9. The ability to gather check-in records by MARC fields and subfields or use regular expression.
B.1.5.1.10. The system’s support for display of current receipt status from the check-in system (e.g., received, expected, claimed, missing, etc.) in the public interface.

B.1.5.2. CLAIMING

Describe or Demonstrate:

B.1.5.3. The system’s ability to identify claimable issues and to send claims individually or in a batch. How is staff informed that an issue is claimable?

B.1.5.4. How an expected issue becomes claimable. How does the system support manually escalating claims as needed or setting different time periods between subsequent claims without affecting the overall prediction patterns.

B.1.5.5. The system’s support for a direct interface with vendors’ systems for serial ordering, renewals, binding, and claiming; especially, EDI invoicing and claiming.

B.1.5.6. The system’s support for integration of serials claiming across workflows and functions. Specifically describe the ability to view claim status from other records and to update check-ins and holdings, or to place a replacement order for a failed claim.

B.1.5.7. BINDING

Describe or Demonstrate:

B.1.5.7.1. The functionality of identifying and collapsing serial binding units. Does the system provide automated alerts for serial binding?

B.1.5.7.2. The system’s binding capabilities for serials and for monographs.

B.1.5.7.3. The system’s ability to identify and alert which issues are ready to bind.

B.1.5.7.4. How the system’s binding support works with bindery vendors.

B.1.5.8. ITEM RECORD

Describe or Demonstrate:

B.1.5.8.1. How the system supports the processing of physical materials, including support for spine label printing either through the system itself or via a third party. How are these processes scaled at both the consortial and local levels?

B.1.6. ELECTRONIC RESOURCE MANAGEMENT (ERM)

A successful system will be able to support various electronic acquisitions and management models and provide tools for managing information associated with these purchases at local,
supersets of local, and consortial levels. The system must support existing national and international standards for electronic resource management.

B.1.6.1. ELECTRONIC RESOURCE RECORD

Describe or Demonstrate:

B.1.6.1.1. The type of record used to manage electronic resources. If the system utilizes a “resource record,” define what information will be captured in such records.

B.1.6.1.2. The structure of records. Are there features or fields to describe the relationship between related electronic resource records, such as part of a package, or a merger of multiple packages? Is this a non-bibliographic “database or package level” record used to attach acquisition information and ERM data or is this also a bibliographic record with MARC fields? If bibliographic data is provided, are CONSER standards followed?

B.1.6.1.3. How electronic resource management records link to and interact with other resource records as well as license, order, and administrative/contact information.


B.1.6.1.5. The system’s process for updating records and performing coverage updates using external data. How are individual titles “matched” to incoming external data and identified for updating? How are multiple ISSNs/ no ISSNs and alternative titles handled?

B.1.6.1.6. The system’s ability to support the creation, updating, storing, displaying, and reporting of internal and public notes for electronic resource management records.

B.1.6.1.7. Describe if the system indexes electronic resource data separately from normal bibliographic data. How is the electronic resource data displayed to the public if desired?

B.1.6.2. KNOWLEDGEBASE

Describe or Demonstrate:

B.1.6.2.1. If the system includes a knowledgebase and how the system uses this knowledgebase throughout the system. How does this knowledgebase support both local and consortial information?

B.1.6.2.2. How the knowledgebase can be managed centrally for shared resources on behalf of local sites, yet allow local sites to override or opt-out of inherited data from the central knowledgebase.

B.1.6.2.3. If the system interoperates with external agencies or software (e.g. LOCKSS).
B.1.6.2.4. The system's ability to reduce duplication of work by providing a single knowledgebase for all aspects of electronic collections including the ERM system, link resolver, and discovery system.

B.1.6.2.5. The source and process of obtaining metadata for electronic resource records in the knowledgebase, including titles, databases, and coverage information. How is the knowledgebase updated? How frequently? Do the system's software and staff, without a local site's intervention, perform the updates?

B.1.6.2.6. The process by which the system is able to link to full text content and upload title lists from a third party source (e.g. publisher/aggregator).

B.1.6.2.7. The process by which resource activation takes place in the knowledgebase and when and how the resource is made available in the discovery layer.

B.1.6.2.8. How the knowledgebase identifies and deals with journal title and coverage data changes.

B.1.6.2.9. The system's ability to alert local sites of knowledgebase changes. How does the system support and respond to customer requests for metadata corrections or the addition of new resources?

B.1.6.2.10. The system's ability to support data migrated from another knowledgebase. What are the required match-points (e.g. ISSN, OCLC or other number) for a successful migration? Can the system export both local electronic resource holdings and consortial holdings?

B.1.6.2.11. The types/formats of electronic resources the system can or cannot manage and provide content access to. Examples include e-journals, e-books, reference databases, image archives, online encyclopedias, videos, sound recordings, streaming videos, etc.

B.1.6.2.12. How Patron Driven Acquisition (PDA) eBook vendors will work with the system to automatically update holdings and how the process can be automated through the life-cycle of the material.

B.1.6.2.13. The system's specific ability to update titles in PDA eBook packages. For example, if PDA packages are enabled at either the local level or consortial level, how will the system automatically make content for that package available to end-users? As end-users select titles and those become a permanent part of a collection, how does the system automatically update holdings either locally or consortially?

B.1.6.2.14. How these records for each site will support eBooks and eBook chapter linking. How will records be updated: edits, deletions, duplication of titles, and duplication of titles among different package providers.

B.1.6.2.15. Ability to provide seamless access to both local and consortial collections to users, including, but not limited to, its unique digital resources.

B.1.6.3. LICENSE RECORD

Describe or Demonstrate:
B.1.6.3.1. The structure and functions of the license record, and how they comply with DLF ERMI standards.

B.1.6.3.2. The system’s support for the management of license agreements at a local and consortial level. How are consortium and local licenses (and related documents) stored and displayed in the system?

B.1.6.3.3. Fields available for license terms and how these can be integrated into other areas of the system. What is the system’s support regarding license term mapping?

B.1.6.3.4. The system’s ability to display the terms of use and restrictions, both as a public notice, and, for staff, at the database/package level and at individual title level.

B.1.6.4. SYSTEM ADMINISTRATIVE/CONTACT INFORMATION:

Describe or Demonstrate:

B.1.6.4.1. The system’s ability to manage a variety of administrative information for electronic resources on both a local and consortial level.

B.1.6.4.2. The system’s ability to manage contact information for vendors and publishers on a local and consortial level and whether the system allows for multiple entries in various fields.

B.1.6.5. WORKFLOW MANAGEMENT

Describe or Demonstrate:

B.1.6.5.1. How the system supports a workflow management process for electronic resources: this may include reminders for renewal, the ability to track new resources from trials to setup, “handoff” capabilities between staff during processes, and alerts for delayed setup and access.

B.1.6.5.2. Workflow procedures system for patron-driven eBook management.

B.1.6.6. LINK RESOLVER

Describe or Demonstrate:

B.1.6.6.1. How the system’s link resolver manages electronic journals that do not have ISSN. Describe how the system handles journals that have multiple ISSNs.


B.1.6.6.3. How the link resolver provides for customization in the display of options in the link resolver menu: e.g., prioritizing the order of databases or excluding a database from the menu even if there is full text available from that database.
B.1.6.6.4. What mechanism the system employs for users to submit feedback if a link is not working.

B.1.6.6.5. Any services provided by the link resolver other than full text linking and interlibrary loan.

B.1.6.6.6. How the knowledgebase works with the link resolver and how it integrates with the electronic resources functionality of the system.

B.1.6.6.7. The system’s ability to generate an A-to-Z title list with subject browsing functionality.

B.1.7. DESCRIPTION AND METADATA

B.1.7.1. CATALOGING

Describe or Demonstrate:

B.1.7.1.1. How the system is capable of importing and exporting bibliographic, holding, and authority records in MARC 21 Format and future frameworks from various external sources (e.g., OCLC Connexion, MARCIVE, publishers, etc.).

B.1.7.1.2. How the system supports cataloging tasks, including, but not limited to, editing, importing, deleting, suppressing, transferring, overlaying, and linking records. Describe how the system performs duplicate record detection.

B.1.7.1.3. How the system provides tools in support of cataloging tasks (e.g., ability to create templates, macros, use a MARC editing tool to edit or batch process records).

B.1.7.1.4. How the system performs batch import, export, and processing of records.

B.1.7.1.5. How the system manages multiple classification schema and subject vocabularies, including, but not limited to, Library of Congress Classification and Subject Headings, Dewey Decimal Classification, SuDoc classification numbers, local classification schema, National Library of Medicine Subject Headings, etc.

B.1.7.1.6. How the system handles input of characters in non-roman scripts (e.g., Chinese, Japanese, Korean, Cyrillic). Describe how diacritics are stored, displayed and input. Include any specific requirements for peripheral hardware or software to ensure this support.

B.1.7.1.7. How the system supports display of Unicode characters in all aspects of the system.

B.1.7.1.8. The system’s support for bidirectional cataloging and support for bidirectional script display (e.g., Arabic, Hebrew).

B.1.7.1.9. All metadata schemas that are supported and how they are implemented. Describe any crosswalk tools or utilities that will convert from one metadata schema to another.
B.1.7.1.10. How the system allows staff to load records from multiple sources using any metadata scheme (standard and non-standard).

B.1.7.1.11. How the system supports unique local data needs within a consortial environment of shared records. Demonstrate how the system will support and protect local notes, access points, classification schemes, and other unique metadata while synthesizing it into a consortial database.

B.1.7.1.12. Plans for implementing RDA, including adjustments to the MARC format, and how the system will incorporate those changes to enhance the user experience, including the clustering of records based on the Functional Requirements for Bibliographic Records (FRBR).

B.1.7.1.13. How the system establishes and maintains a permanent association between digital objects and associated metadata.

B.1.7.1.14. How records are indexed within the system. Describe any fields or record types that are not indexed. Are there any limitations that affect indexed data or the indexing of data contained within the system?

B.1.7.2. HOLDINGS MANAGEMENT

Demonstrate or Describe:

B.1.7.2.1. The system’s support for holdings records which are fully compatible with current MFHD standards, including the export and import of holdings records coded in MARC 85x/86x paired field and/or in 866 free texted field. This includes the migration of legacy holdings data for both serials and monographs.

B.1.7.2.2. The system’s support for the MARC fixed fields (LDR, 007, 008) and their functions in the holdings records. Describe the system’s support for holdings at all levels of specificity (details) and data in the full range of subfields in MARC 85x and 86x, specifically describe how the system supports the coding and public display of alternative numbering scheme and data in MARC 85x $g-h /863 $g-h.

B.1.7.2.3. The system’s support for the creation, storing, and updating of holdings data that are based on MARC coded enumeration and chronology patterns.

B.1.7.2.4. The system’s ability to automatically generate a summary holdings statement for public display based on MARC coded 85x/86x fields in real time. Describe if the display format is in compliance with the ANZI/NISO Z39.71-2006 Holdings Statements for Bibliographic Items standard.

B.1.7.2.5. The system’s support for the ability to define multiple holdings locations and sub-locations, both consortially and locally.

B.1.7.2.6. The system’s support for viewing consortial holdings or local serial holdings and for posting holdings to OCLC WorldCat and other external systems.

B.1.7.2.7. The system’s support for linked records. For example, items bound together with separate bibliographic records but shared holdings records.

B.1.7.2.8. The system’s support for workflow integration among check-in, binding, and holdings management; for instance, the ability to automatically update
holdings at the point of checking in new receipts or volumes from the bindery, or claiming.

B.1.7.3. AUTHORITY CONTROL

Describe or Demonstrate:

B.1.7.3.1. How the system supports current standards such as LC Approved Lists and RDA changes for authority data, and allows all relevant bibliographic fields to be authority controlled. Describe how the system identifies which fields can be controlled.

B.1.7.3.2. How the system will allow the management and maintenance of a shared authority file, with control clearances both at the consortial and local levels.

B.1.7.3.3. How the system updates the authority data automatically and how frequently in a shared environment. Is the service similar to that provided by authorities processing vendors?

B.1.7.3.4. How the system manages the import and export of authority data with one or multiple authority vendors. Can the system export the data in Excel and CSV formats?

B.1.7.3.5. The default and all other automated authority control practices and the ability to customize these practices.

B.1.7.3.6. How the system manages and displays cross-references. Describe how locally created cross-references will be preserved, identified and displayed.

B.1.7.3.7. The granulate level of search and editing capability of a given heading in the system, i.e. subfield level.

B.1.7.3.8. The features and flexibilities when working with batch updating authority records.

B.1.7.3.9. How the system allows local sites to create local authority records, such as special collection materials and university department names.

B.1.7.4. PHYSICAL COLLECTION MAINTENANCE

Describe or Demonstrate:

B.1.7.4.1. The functionality for monograph binding operations. Does the system require a check-in record provided for each monograph binding set?

B.1.7.4.2. The methods and formats for exporting binding information to a file and the methods for generating binding information from the system to send electronically to a vendor. Will the system interact with external bindery software? Describe which bindery communication protocols are supported.

B.1.7.4.3. How the system generates binding preparation reports or reports which facilitate preservation assessment.
B.1.7.4.4. How the system will allow staff to track and generate reports on their institution’s collections for in-house repairs. Can the report be easily converted into different formats, i.e., Excel, Word, etc.?

B.1.7.4.5. How the system will allow flexibility of editing and displaying label layouts or multiple label layouts, and printer selections.

B.1.7.4.6. If the system allows the creation of digital bookplates.

B.1.7.4.7. If the system allows staff to enter URLs in bibliographic records to link to the digital bookplates.

B.1.7.4.8. If the system allows tracking of withdrawals, transfers or alerts when certain items should be removed.

B.1.7.5. QUALITY CONTROL

Describe or Demonstrate:

B.1.7.5.1. How the system supports global changes both at the consortial and local level to entire fields and subfields, and specific strings within fields and subfields in all record types. Include a description of the listing or reporting functionality, ability to search across record types, and output methods.

B.1.7.5.2. The system’s validation routines for all record schemas and record types (order, bibliographic, etc.)

B.1.7.5.3. The system’s standard database maintenance reports, including, but not limited to, headings, data duplication, etc.

B.1.7.5.4. Export and import procedures, including how the system manages the import and export of different encoding levels and unique fields, overlay alert capabilities, the ability to manipulate data during record loads (for e.g. adding or deleting fields).

B.1.7.5.5. The system’s options for creating custom record templates, macros, shortcut keys, and drop-down menus at the local and consortium levels.

B.1.7.5.6. The system’s ability to run scheduled jobs for routine tasks.

B.1.7.5.7. The system’s ability to archive and retrieve groups of records.

B.1.7.5.8. The system’s ability to perform speedy batch processing of many records.

B.1.7.5.9. How the system provides the option of export and import of all types of records for manipulation by third-party applications without intervention by system vendor with full preservation of all content designators.

B.1.7.5.10. How the system provides for permissions levels, and tracking of and accountability for, staff editing of all records within the shared environment.

B.1.7.5.11. If the system supports a spell check function.

B.2. ANALYTICS

Any successful library services platform must enable libraries to make informed, data-driven decisions. Analytics capability must also illustrate promise for future enhanced data collection.
and functionality, such as correlating student usage data with student GPA, comparing resource usage across formats, identifying the usage of library resources via links in LMS systems, and more.

**B.2.1. REQUIREMENTS**

Current capabilities must include generation of visually engaging and informative reports, the easy import and export of data at no additional cost, and integration and confidentiality with external systems such as PeopleSoft, and automation for reporting and analysis.

**B.2.2. FUNCTIONALITY**

Reporting and analysis capabilities in this section are outlined as: operational, analytical, and assessment. We define each as:

- **Operational** – Documents and evaluates current activities and workflows in all functional areas;
- **Analytical** - Provides for decision-making regarding collections or services;
- **Assessment** - Demonstrates impact of a collection or service to student and faculty success.

In addition to the functionality listed below, address the expertise needed by library staff or any functions that require intervention by a database administrator or Systems/IT personnel.

Describe or Demonstrate:

**B.2.2.1.** Available data elements for analytical and operational reports, including pre-selected and ad hoc choices. Explain any limitations in availability or in the combination of data elements from different record types.

**B.2.2.2.** Operational (i.e. non-public-facing) search functions for creating actionable sets of records, including, but not limited to, Boolean expressions, Regular Expressions, CONTAINS/HAS, wildcards, and fuzzy search capabilities.

**B.2.2.3.** Standard operational and analytical reports provided by the system. Address any limitations that are imposed (e.g. number of records). Examples of these reports include, but are not limited to:

- Age, size and location of collection, filtered by format and subject and including item and title counts;
- Acquisitions and usage of items by item type, date, cost, order, fund, location, vendor, selector, format, and bibliographic record, including data across record types, and whether an item is actively available or has been withdrawn;
- Accounting reports of invoices, encumbrances, fund activity, register postings, payments, and processing status, including by time period, vendor, amount, quantities, totals and errors. Describe how the system assigns costs for packages. Describe export options when multiple payments are attached to an order, as in standing orders. Describe
historical reporting, including budget and spend data. Reports must meet requirements for campus financial audits (5 year retention of records);

- Vendor performance reports by quantities, amounts, totals, errors and delivery time;

- Cataloging/Metadata reports, including custom reports and actionable sets of records based on individual fields, as well as routine activities such as URL errors. Describe headings reporting, including first time, invalid, duplicate, blind references, updated, near matches, non-unique 4xx and cross-thesaurus matches. Describe both search and export options at the level of MARC 21 fields and subfields, including leader and control fields. Describe administrative reports such as records added/withdrawn/deleted by year and by individual staff. Describe ad-hoc report generation capabilities such as cross-tab reports;

- Circulation statistics reports that are retained indefinitely, that can be run with a variety of time periods that include Checkout, Renewal, Check-in, Number of Holds placed and filled, limited by where the transaction took place, what hour, and be able to be broken down by all fields in the patron and item record. Describe the ability to report local paging requests by patron type, item location and item type separate from filled hold statistics. Describe fine collection reports;

- Collection development reports for # of items added, orders received and paid, total spend, average spend per title, cost per use, bibs cataloged, percentage of collection circulated annually;

- Resource sharing reports within the CSU that include metrics such as fill rate, turnaround times, time in different statuses, libraries lent/borrowed from, highly requested items, fines reporting, etc.;

- Serials reports including number of active subscriptions, number of pieces received, internal use count, bound volumes count and filtered by fund code and subject area.

B.2.2.4. Usage reports for all types of physical and electronic resources. How will each help us compare resource usage across different formats, including usage of a singular title from a specific package? Address the following:

- Collection usage reports by subject area, publication date, LC range, patron type, fund code or other criteria; can the system provide usage reports on recently ordered materials based on order date;

- How your circulation reports incorporate flexible date ranges, call number ranges, patron type, material type, title, internal use, material location (e.g. robotic storage, reserves) or combinations of these criteria. Describe how your system treats reserve item usage;

- In addition to what’s provided in standard journal JR* COUNTER reports, how do your reports distinguish between titles that are part of a package and those on the same platform that are purchased separately, e.g. Elsevier titles not included in the Chancellor’s Office negotiated ScienceDirect package? How does your system report data for titles
available from more than one source? How does your system report on pay per view options;

- In addition to the standard ebook BR* COUNTER reports, how do your reports distinguish between titles that are part of a package and those that are purchased separately;

- Streaming audio and video data (in addition to the standard MR* COUNTER reports). Reports that distinguish between packaged titles versus individually purchased titles;

- Demand-driven acquisition usage statistics for ebooks, media and other formats, including reports on titles triggered or not triggered by subject, LC call numbers, date of publication, etc.;

- Statistics on usage by various access/licensing models for materials in all formats;

- Data or information on licensing restrictions for ILL;

- Usage statistics from non-COUNTER compliant vendors both manually and using automated reports. Does the system allow reports using usage from both COUNTER and non-COUNTER sources;

- Usage data of open-access articles and free resources, including materials in digital repositories and external library systems;

- Usage data of materials in automated storage and retrieval systems (ASRS), including items picked by title, discipline/subject area, material type and item-status changes. Is communication and interaction between the software/databases run by the ASRS and the library services platform made in real-time?

B.2.2.5. Overlap analysis for:

- Serials between packages and individual holdings in any format;

- Monographs between packages, DDA records and individual holdings in any format;

- Media between packages, DDA records and individual holdings in any format;

- Various materials against 3rd party data sets such as Resources for College Libraries, WorldCat, other library collections, etc.

B.2.2.6. How your system manages reserves, including statistics for items that may alternate between circulating and reserve items and pull lists of reserves.

B.2.2.7. Statistical analysis capabilities and what types of reports can be generated based on specific data elements in records.

B.2.2.8. Automated collection analysis and statistics to aid decision-making.

B.2.2.9. Inventory reporting for physical items, including status and location errors.

B.2.2.10. Cost per use statistics for all types of resources, including accounting for full text retrieval and searches, individual and package subscription costs, individual and package purchase costs and platform or annual access fees.
How does your system distribute package costs across resources within the package?

B.2.2.11. Discovery layer and/or public interface capabilities, such as number of searches, search terms, resource types, time of day, and patron type. (If your system does not include a discovery layer, describe how your system will provide statistics that do not overlap with statistics generated by the client’s discovery layer, COUNTER, or other standard reports.)

B.2.2.12. If the system provides a link resolver, how does its usage/analytics allow a library to follow the user’s navigation/decisions from discovery layer to full-text, including, but not limited to, requests and click-throughs by unique user, patron type, date, source and source type, and object type? Does the system provide reporting on most popular resources, requests for journals that do not provide full-text, un-accessed resources filtered by vendor and user IP address?

B.2.2.13. Resource sharing/ILL reporting features, such as borrowing and lending requests; filled, cancelled, and unfilled requests; physically and electronically fulfilled requests; requests by patron type; alerts for high use titles in ILL; turnaround time; borrowing/lending by institution; and copyright clearance charges filtered by user and department. Does your system provide lending statistics for chapter and journal articles? Describe how your product’s statistical data may be compatible with data from related systems (e.g. RapidILL, ILLiad, LINK+, GetItNow, etc.) to produce meaningful, de-duplicated reports. Describe the system’s ability to generate cost/use data on ILL transactions.

B.2.2.14. Statistics from staff system usage, including workflow management data.

B.2.2.15. Integration of statistics from non-bibliographic services such as instruction sessions and attendance, reference consultations, study room usage, equipment rentals, room reservations, and LibGuide usage.

B.2.2.16. Integration of patron data from sources traditionally gathered and stored outside a library services platform (e.g. user demographics, student level, major, course registration, GPA, faculty discipline). Describe how your system maintains confidentiality of this data in order to meet privacy requirements without compromising utility. Describe how your system retains this data for reporting purposes; how is it affected by changes to the patron database?

B.2.2.17. Conformity to existing national standards, e.g., ANSI/NISO Z39.7-2013, ICoLC and COUNTER.

B.2.2.18. Individual campuses and the consortia-level data for campus comparisons, such as collections comparisons, peer institution comparisons, etc. There should be options to report on pre-defined or ad hoc subgroups.

B.2.2.19. Generation of data required by external organizations such as the Association for Research Libraries (ARL), Association of College and Research Libraries (ACRL), National Center for Education Statistics (NCES), accreditation agencies, and college rating guides.

B.2.2.20. How your system supplies accurate, de-duplicated counts of library resources by (including but not limited to) format, material type, title, discipline/LC call number range, status, date acquired/withdrawn, purchase source (i.e., local, consortia).
B.2.2.21. Dashboard reporting features and capabilities, such as sharing features, (e.g. view-only access or live reports), customization, exporting both raw and formatted reports, automatic updating, or archiving.

B.2.2.22. Data visualization functionality.

B.2.2.23. Time constraints for record changes to appear, including scheduled system refreshes. What differences in time constraints exist between different functions (e.g. patron record changes require a different wait time than electronic resources management changes). Is cached data available for quicker reports? Describe the typical circumstances in which a user would have to wait more than one hour, 12 hours or 24 hours for a report.

B.2.2.24. How long does the system retain transactional data, including circulation, acquisitions and cataloging data such as withdrawn, lost or deleted items?

B.2.2.25. Does the system have dedicated fields in records for stats gathering, rather than using existing fields?

B.2.2.26. Automation of repetitive tasks, such as saved search strategies, macros, saved exports.

B.2.2.27. How, and for how long, your system archives statistical/analytical data and reports. Include any limits on size of reports or upon stored or archived data. If data and reports are discarded after a period of time, what notifications does client receive and what processes are available for client to download and self-archive data?

B.2.2.28. Application programming interfaces (APIs), scripting functionality, or similar features your product offers that specifically enhances analytics and reporting.

B.2.2.29. Data export capabilities and available export formats.

B.2.2.30. Usage statistics setup and harvesting processes, including publisher login management. Describe automated and manual processes to harvest reports from COUNTER and non-COUNTER compliant vendors, including data loading services at both the campus and consortium level. Also address:

- Optional COUNTER reports: How does your system obtain optional COUNTER reports? What optional COUNTER reports are supported?
- Added-value, non-COUNTER reports, such as Usage by IP Range;
- How often statistics are harvested, and what the time lag is;
- Harvesting failures: How your service monitors and resolves them;
- Describe the process for manually correcting usage data and how the user may access raw usage data.
- What is the process for manually uploading data?

B.2.2.31. Data and/or logs from proxy/identity management (LDAP/Shibboleth etc.) systems that can identify which patrons are using library resources.

B.2.2.32. External collection comparisons, e.g. Worldcat, Choice, or Books in Print. Explain any limitations or restrictions.

B.2.2.33. Integration with Google Analytics or similar products that track visitors, page hits.
Generation of reports from the license records.

B.3. CIRCULATION & RESOURCE SHARING

The CSU seeks a system that enables efficient, transparent circulation and resource sharing as if each institution were a member of a single, large, multi-branch library system.

B.3.1. REQUIREMENTS

The system should:

- Support the creation, modification, and maintenance of patron and item records.
- Allow for a flexible and adaptable matrix of circulation rules.
- Allow for a continual process of modifying services and workflow based on empirical data.
- Provide for the tracking and allocation of resources in an efficient and responsible manner.
- Maintain strict data privacy and security.
- Accommodate individual institutional preferences while retaining the ability to eliminate duplicate record-keeping and redundant procedures across member libraries.

Furthermore, many CSU libraries have long partnered with non-CSU institutions to share resources. Nearly half the CSU libraries are members of a state-wide consortium called Link+, and San Marcos and San Diego are part of a San Diego area consortium called the Circuit. These consortia are valuable to many CSU libraries, and any system we acquire will need to give individual CSU libraries the ability to integrate with them.

B.3.2. CIRCULATION

B.3.2.1. GENERAL

Describe or Demonstrate:

B.3.2.1.1. Workflow from the point of an item-level request made by a patron on a local item, to delivery of the item to the patron at the patron’s specified pickup location, to circulation of the item to the patron.

B.3.2.1.2. Handling of multiple branches, remote storage facilities, and special collections within a single institution with respect to requesting, circulation, and delivery.

B.3.2.2. ADMINISTRATIVE

Describe or Demonstrate:

B.3.2.2.1. Capabilities to view, edit and manage lending rules.
B.3.2.2. How the system integrates lending rules with library hours and closures.

B.3.2.3. Flexibility of circulation parameters and rules.

B.3.2.4. Permission levels for maintaining access to specific circulation functions at the local and system levels.

B.3.2.5. How staff permissions can be assigned to groups, as well as to individuals.

B.3.2.6. How the system provides for the coexistence of consortial lending rules and local lending rules.

B.3.2.7. The process for making changes to circulation parameters and how they take effect, e.g., in real time, necessitating a system restart.

B.3.2.8. Flexibility of circulation parameters and rules to allow for circulating non-traditional materials (equipment, computers, laptops, software, etc.)

B.3.2.9. Flexibility in setting loan/overdue/renewal periods, such as a hour loan, but with an overdue fine period calculated in minutes.

B.3.2.10. The ability to tailor staff screens by workstation, showing only functions needed by staff at that workstation rather than all available functions.

B.3.2.11. Flexibility within the staff client to change between circulation and other staff modes, such as cataloging or acquisitions.

B.3.2.12. The ability to set up permissions so that edits can be tracked by date and by who made the edits.

B.3.2.13. Management of circulation transactions alerts and overrides.

B.3.2.3. CHECK-IN / CHECK-OUT / RENEWALS

Describe or Demonstrate:

B.3.2.3.1. Support for check in/checkout workflow at a local circulation desk.

B.3.2.3.2. How the system determines due dates, due times, and fines for checkouts, renewals, recalls, holds, and bookings at a local and consortial level.

B.3.2.3.3. Available options when exceptions need to be made, e.g. backdating check-in or overriding a due date. How does this interact with local loan rule/policies when dealing with consortial lending?

B.3.2.3.4. Support for offline circulation transactions when the system is unavailable. If a site loses access to the shared system, what kinds of activities (e.g., checkout, checkin, cataloging) would the site be able to continue? Describe the process involved in resynchronizing the local site with the shared system after the issue has been resolved.

B.3.2.3.5. Renewal functionality, including system generated renewals, staff initiated renewals, and patron initiated renewals at both the local and consortial levels.
B.3.2.3.6. Supported mechanisms to scan or read material and patron identifiers into the system (e.g. barcodes, RFID tags, mag stripes, etc.).

B.3.2.3.7. The ability to circulate materials on the fly.

B.3.2.3.8. How the system manages simultaneous use of records.

B.3.2.3.9. Support for customized checkin/checkout receipts by print and email?

B.3.2.3.10. How items 'in transit' between locations appear and are managed in the system within the same library, i.e., main to/from branch/satellite libraries.

B.3.2.4. BILLING AND PAYMENTS

Describe or Demonstrate:

B.3.2.4.1. Manual and automatic generation of bills and fees. Options to communicate these to patrons, both locally and in the CSU.

B.3.2.4.2. Types of payments the system can accommodate (credit card, cash, campus cash cards, etc.) and how it can be customized at each library.

B.3.2.4.3. Integration with a campus’s financial system (e.g. PeopleSoft), or an institutional business office or external service bureau, to process Library financial transactions, (e.g., Can the system handle coordinating with such financial systems so that all pertinent records are cleared and/or adjusted in real time?)

B.3.2.4.4. The ability to update, edit, and undo payments.

B.3.2.4.5. Maintenance of payment information and how long the data can be maintained at the consortial and local levels.

B.3.2.4.6. Online payment options.

B.3.2.4.7. The interface with collection agency software and ability to update patron records accordingly. (e.g., What collection agency software can your system currently integrate?)

B.3.2.4.8. Ability to globally purge and waive fines.

B.3.2.4.9. How the system can facilitate billing between CSU libraries, (e.g., Can the system automate financial processes between CSU libraries so they can be handled electronically as opposed to manually?)

B.3.2.5. ITEMS

Describe or Demonstrate:
B.3.2.5.1. Capabilities to track in-house use of materials and what statistical reports may be generated from this data.

B.3.2.5.2. How the following data is updated and maintained:
   - total checkouts;
   - total renewals;
   - year-to-date and last-year-to-date checkouts.

B.3.2.5.3. How the system handles and tracks the creation of and changes to temporary item records.

B.3.2.5.4. Cross circulation functionality, which is the ability to track at the item record level when patrons from one institution checkout material from another institution.

B.3.2.5.5. The level of granularity that local and consortial libraries have at retaining or deleting patron history after circulation discharge.

B.3.2.5.6. How the system manages, updates or limits item statuses, such as automatic- vs. staff-initiated status changes.

B.3.2.5.7. The ability of the system to retain a history of item status changes, e.g. from “claims returned” to “not checked out.”

B.3.2.5.8. What information is available for reporting after item records are deleted or withdrawn.

B.3.2.6. COURSE RESERVES

Describe or Demonstrate:

B.3.2.6.1. Activation and deactivation of course reserve items and lists.

B.3.2.6.2. Course reserves functionality (both print and electronic), including the ability to cross-link courses and items and to suppress temporary items.

B.3.2.6.3. Course Reserves integration with the catalog/discovery layer. Does the system support the ability to suppress personal course reserve records outside the reserve layer/module? What are the fields that can be indexed?

B.3.2.6.4. How patrons access Course Reserves materials online, including electronic material and information about print materials.

B.3.2.6.5. How the system handles moving items from a permanent collection location to a temporary Course Reserves location.

B.3.2.6.6. Creation of physical and electronic/digital item records specific to Course Reserves. What are the supported file formats for electronic reserves?
B.3.2.6.7. How the system supports integration of Course Reserves with learning management systems? (e.g. Blackboard, Moodle, etc.)

B.3.2.6.8. Does the loan period i.e. "-hour checkout" display in the course record in the discovery layer and in the item record?

B.3.2.6.9. Any copyright and licensing agreements, procedures, and compliance tracking that your system offers.

B.3.2.6.10. How the system stores ON RESERVE/DATA OFF RESERVE/DATE history in the records of library-owned items. Does it retain course info, etc. as part of this history?

B.3.2.6.11. How third-party rights management software (e.g., SIPX) can be integrated with Course Reserves.

B.3.2.6.12. Does the system allow faculty instructors to request Course Reserves items via the Discovery system?

B.3.2.6.13. The ability for access to electronic course reserves documents to be password protected or otherwise secured.

B.3.2.7. HOLD SHELF MANAGEMENT/PAGING LISTS

Describe or Demonstrate:

B.3.2.7.1. The hold/holdshelf management capabilities of the system.

B.3.2.7.2. The ability to make items non-requestable, i.e., course reserves.

B.3.2.8. COLLECTION MANAGEMENT

Describe or Demonstrate:

B.3.2.8.1. Inventory/collection management tools available in the system.

B.3.2.8.2. Mechanisms offered for Floating Collections.

B.3.2.8.3. Generation of shelving range labels.

B.3.2.9. BOOKINGS / SCHEDULING

Describe or Demonstrate:

B.3.2.9.1. Booking and scheduling capabilities for equipment, materials, and rooms.

B.3.2.9.2. Ability to manage rentals if a library charges a fee to rent equipment.
B.3.3. RESOURCE SHARING

B.3.3.1. CONSORTIAL (CSU)

Describe or Demonstrate:

B.3.3.1.1. Borrowing and lending workflow of an item-level request made by a consortial patron on a consortial item, including:

- delivery of the item to the patron at the patron’s specified pickup location;
- circulation of the item to the patron;
- return of the item to its home library.

B.3.3.1.2. Ability to restrict consortial privileges on local patrons (e.g. community / alumni / affiliated groups).

B.3.3.1.3. How the system determines due dates and hold priority at the consortial level given numerous global and library-specific shelving locations, categories of patrons, and material formats. How does the system honor local lending periods when lending to a consortia member library?

B.3.3.1.4. Tools available to manage and balance borrowing requests across member libraries, to target outcomes such as workload fairness and speed of delivery. Include information about how quickly such changes take effect.

B.3.3.1.5. Mechanisms for tracking items in transit for delivery from and to their home libraries.

B.3.3.1.6. How the system manages circulation of and access to licensed electronic materials, such as e-books and e-journals.

B.3.3.1.7. How the system can handle on-demand scanning of local materials requests, such as book chapters or archive materials.

B.3.3.1.8. The ability to generate shipping labels and paging slips.

B.3.3.2. INTERLIBRARY LOAN (NON-CSU)

Describe or Demonstrate:

B.3.3.2.1. How the system interfaces with an external consortial borrowing system such as the Innovative INN-Reach product (Link+, Circuit).

B.3.3.2.2. How to integrate request data from other library systems, such as ILLiad or OCLC WMS, so that patrons can:

- view outstanding requests;
• have materials circulated from the external system via their patron account;
• renew items;
• view accrued fines;
• pay fines.

B.3.3.2.3. How the system federates with other circulation platforms, including traditional interlibrary loan systems (ILLiad, Rapid-ILL, etc.), for the delivery of electronic and physical materials of items not owned by the CSU.

B.3.3.2.4. The ability to create temporary circulation records for ILL items coming from a non-CSU library.

B.3.3.2.5. How the catalog integrates with ILLiad or OCLC WMS for requesting un-owned items using single sign on.

B.3.3.2.6. Any copyright and licensing agreements, procedures, and compliance tracking that your system offers.

B.3.4. PATRONS

B.3.4.1. PATRON MANAGEMENT

Describe or Demonstrate:

B.3.4.1.1. Integration with the campus CMS (PeopleSoft) for patron management and batch patron loads.

B.3.4.1.2. Allowances for the management of patrons (alumni, community borrowers, etc.) who have local privileges, but not consortial privileges.

B.3.4.1.3. Elements and structure of a patron record in the system and how patron records are created. For example, does the system support record templates at the consortial and local level?

B.3.4.1.4. Fixed and variable fields available in the patron record. Does the system support the ability of a single campus to have custom fields? Which patron fields are indexed?

B.3.4.1.5. How the system tracks and changes to patron records.

B.3.4.1.6. Protection for patron data and privacy.

B.3.4.1.7. The process for merging duplicate patron records.

B.3.4.1.8. How the system supports online patron account creation and management.
B.3.4.1.9. How the system allows automatic and manual blocks of patrons from borrowing and other services both at the consortial and local level.

B.3.4.1.10. How the system allows a patron to access services at multiple CSU campuses while maintaining a primary affiliation.

B.3.4.1.11. The ability to update patron records both individually and globally.

B.3.4.1.12. How the system accommodates multiple patron statuses (staff that is also a grad student, etc.). Does the system allow specification of a hierarchy of privileges of multiple simultaneous statuses when there may be a conflict?

B.3.4.1.13. How the system supports proxy and/or linked patron records.

B.3.4.1.14. What information is available after patron records are deleted.

B.3.4.1.15. How the system supports patron record loading and field protection in existing patron records. Is there an interface for mediating/ translating patron data as it is ingested from a student information system? If so, what are the supported options and is scripting functionality (e.g. regular expressions, Perl) provided for more advanced manipulation of incoming data?

B.3.4.1.16. How the system integrates with third-party ID card systems, such as CI Badge.

B.3.4.1.17. What kind of data, other than text, can be attached to patron records (e.g. patron photos).

B.3.4.2. PATRON SELF-SERVICE

Describe or Demonstrate:

B.3.4.2.1. Integration with self-checkout systems, automated material handling systems, and automated storage/retrieval systems.

B.3.4.2.2. Patron self-service capabilities.

B.3.4.2.3. The ability for patrons to opt-in to retain reading history and/or reading lists for materials not yet checked out.

B.3.4.2.4. How the system allows for automated patron information system e.g. tele-renewal.

B.3.5. COMMUNICATIONS AND NOTIFICATIONS

Describe or Demonstrate:
B.3.5.1. Types of notices that the system provides (e.g., receipts, paging slips/lists, book bands, hold shelf tags, pick up and overdue notices).

B.3.5.2. The ability to customize, design, and brand print and electronic notices.

B.3.5.3. The types and methods of automated and staff-initiated patron notifications the system provides (e-mail, SMS, instant messaging, mail, telephone etc.). How would this work for hourly checkouts?

B.3.5.4. Circulation events that trigger generation of notices.

B.3.5.5. The ability to schedule generation of notices.

B.3.5.6. Staff intervention/communication options between individual libraries about local and consortial transactions.

B.3.5.7. Standard and custom patron and item alerts.

B.3.5.8. Notice and label templates available for each type of notice or label generated, with the ability to customize and brand for each individual library?

B.3.5.9. The ability to send custom and standard emails/SMS from patron records within the system.

C. DISCOVERY AND USER EXPERIENCE

The CSU libraries seek a resource discovery system, either as part of a library services platform or as a stand-alone offering, that allows users to search the library’s various collections with a either a simple, “Google-like” search experience or using more advanced search options.

Most users do not understand the myriad resource silos and access restrictions they encounter when searching library collections. Because our libraries serve diverse user needs, levels, and requirements, we seek a discovery system that will serve the needs of all our users.

C.1. REQUIREMENTS

Any Discovery system must:

- Seamlessly connect users to all available content.
- Make availability and access clear and easy to the user.
- Allow the user to fully manage their experience.
- Use existing campus user credentials for authentication and authorization.
- Integrate with any library services platform selected by the CSU

C.2. DISCOVERY

We envision a discovery system that enables discovery of resources, regardless of format or resource type, in locally held collections and beyond. The discovery system will enable users to customize their search experience by setting selected parameters
Librarians will be able to set and control available search parameters through an intuitive backend interface. The discovery system will index metadata and full text documents from disparate resource silos, and present an integrated, faceted search through an intuitive interface.

Describe or Demonstrate:

C.2.1. The discovery system’s integration with third-party library services platforms. Which systems are supported and to what degree?

C.2.2. A listing of those databases, publishers, open access repositories, and other data sources that are indexed by the discovery system and the level of indexing, e.g. metadata or full-text.

C.2.3. The level of control each campus will have over the indexing of local catalog and digital collection records. To what degree can each campus modify indexing, scopes, and facets?

C.2.4. An intuitive interface that searches disparate resource silos and enables users to create searches using natural language queries.

C.2.5. Retrieval of relevant items available to users regardless of format or physical location including display, organization, and limits of intuitive search results.

C.2.6. Users' control of the scope and refinement of a search.

C.2.7. Method used to find, interpret and assign metadata to facets in the system.

C.2.8. How the vendor responds to requests to create customized indexes and facets.

C.2.9. Supplemental and contextual information provided about items such as book covers, tables of content, indexes, etc. and accommodates add-in resources for discovery (e.g. LibraryThing, book covers, Google Books preview).

C.2.10. How you will facilitate both known-item searches and open-ended searches (e.g. authors, titles, subject terms, etc.).

C.2.11. Facilitation of advanced search features.

C.2.12. How your system provides help to users who receive zero results for their query, including ways to connect users virtually with librarians.

C.2.13. Recommendations to subjects, related terms, alternate titles, spelling corrections, and other ways to help user identify and use alternate search strategies.

C.2.14. How your discovery tool operates as an integrated component of an ILS or as an independent, stand-alone product with other ILSs.

C.2.15. Ability to display or suppress titles on order in the discovery system at both the bibliographic and order record level.
C.3. USER/SYSTEM INTERACTION

We envision a discovery tool that provides an intuitive interface for users to obtain or access all resources available to them. Users must be provided with easy-to-understand tools for using system features to request, obtain, and access resources.

Describe or Demonstrate:

C.3.1. Display of the availability, status, and location of specific resources.

C.3.2. How users place holds and/or recall items from their own institution.

C.3.3. How your system distinguishes between available full text electronic or print and unavailable full text in print or electronic formats.

C.3.4. How patrons can email, save records and searches, print, share permalinks for searches and results? Provide an example of a permalink.

C.3.5. How your system indicates to users when items are subject to embargo and may not have full text available?

C.3.6. Presentation of holdings for individual campuses. Is there the option to display holdings from multiple branches or campuses on one bib record?

C.3.7. How does your system allow for consortial or individual campus information to be displayed on a campus-by-campus basis? (For example, if a single campus wanted to provide the loan information or number of concurrent users for an e-book, how does your system handle this?)

C.3.8. How individual libraries can customize searches with custom scopes such as searching journal titles, reference books, or new books.

C.3.9. Please describe how the patron account offers the following features:

- Status of patron’s account and borrowing privileges;
- Items checked out;
- Status of recall/hold requests;
- Patron fine status and fines/fees paid;
- ILL request status;
- Saved records;
- Saved databases;
- Saved searches;
- Search history and borrowing history;
- Favorite databases;
- Links to reserve items synchronized with patron course enrollment.
C.3.10. Options for print and/or electronic reserves. Can a static link be made for reserve lists? Can reserve items be suppressed from the general search but display in a reserve specific search?

C.3.11. How patrons can text message relevant information to themselves.

C.3.12. Integration with citation management and productivity software.

C.3.13. Help options available to users. Can individual libraries customize the interface to link to a campus specific Ask-a-Librarian service, a local knowledge base, or other local library information?

C.3.14. Alerts and notifications to users about new items, checked out items, overdue items, etc. across a variety of platforms and devices.

C.3.15. Creation of custom notifications (e.g. email, RSS feeds) for journal alerts and new results of saved searches?

C.3.16. Custom list creation by individual libraries of resources (such as new books, popular reading suggestions etc.)? How are these lists displayed in the interface? Can these lists be shared on social media or linked?

C.3.17. Functionality for specific needs of distance education students, e.g. request items via ILL, which are held in print at their home institution, or access to e-resources at an affiliated CSU campus.

C.3.18. That an item is not available and must be requested through ILL?

C.4. INTERFACE DESIGN AND INTEGRATION

We envision a system whose end-user interface must be fully Section 508 compliant and accessible from multiple devices and platforms.

Describe or Demonstrate:

C.4.1. The discovery system’s performance across platforms and devices.

C.4.2. Any web technologies in use (e.g. Java) that cause the interface to function differently or in a reduced capacity in certain browsers.

C.4.3. Accommodation to non-English languages.

C.4.4. The input and retrieval of records with special characters.

C.4.5. Label and display options available to individual libraries to customize display of results, individual records, and user-created lists.

C.4.6. Branding and customization options available to libraries at the local level, including ability to set default options.

C.4.7. How user feedback is obtained and used to inform system/interface changes?
C.4.8. Your company’s approach to evaluate and improve the usability and accessibility of the system.

C.4.9. Integration with local online reference services, social media, external web resources, and other electronic services for communication between library patrons, librarians and staff.

C.4.10. How data and tools from such services can be pulled into your system’s interface, and how data, records, custom searches, etc. are fed out for display in other systems.

C.4.11. Integration with common learning management systems by patron-operated tools. Is any functionality specialized by patron type? Which Learning Management Systems (LMSs) does your system currently integrate with? Be sure to disclose any difference in functionality across different LMSs.

C.4.12. The ability of the system to display content from providers of enriched content such as covers, sample chapters, reviews and digital shelf browsing from vendors such as Syndetics and LibraryThing for Libraries, and stack-mapping services, including custom stack-mapping applications.

C.4.13. Functionality with records and finding aids created by systems such as Archivists’ Toolkit and ArchivesSpace, and Archon. Can these records be imported or harvested into the system?

C.4.14. Ability to integrate with or enable the archiving and/or discovery of dataset archives (e.g., big data archives); to integrate with or enable the archiving and/or discovery of online portfolios and mixed-media materials; and to work with institutional repository software (DSpace, Hydra, Islandora, ContentDM, III ContentPro).

C.4.15. Incorporation of external JavaScript widgets for news feeds and chat functions.

C.4.16. Integration of e-book discovery and access.
SECTION 5 –BUSINESS QUALIFICATIONS AND REQUIREMENTS

5.1 Firm Personnel

State the names of the firm personnel who would be assigned to the CSU including highest-level technology officers. Describe the services to be provided by each individual. State the name and provide contact information of personnel associated with accessible technology. Provide the name, phone number, and email address of your Chief Information Officer.

5.2 Firm

Describe your firm’s experience related to the services and product to be provided, including a brief summary of any current and prior contracts, partnerships, transactions, or relationships which you feel demonstrate the nature and extent of your firm’s expertise. Provide three references of clients who have adopted your library services platform and/or discovery system at fully accredited public or private not-for-profit institutions similar in the size and scope to the CSU.
SECTION 6- EVALUATION AND SELECTION CRITERIA

6.1 The CSU will only consider proposals from financially responsible and responsive firms and organizations presently engaged in the business of providing a hosted consortium library services platform and/or discovery system. The award will be made to the most responsible and responsive vendor 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 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 a CSU Evaluation Team. As 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.

The CSU reserves the right to request finalists provide a webinar and/or in-person presentation of their platform. The purpose of the 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.

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

6.3 Point Scoring Schedule

<table>
<thead>
<tr>
<th>Staff Functions</th>
<th>Written proposal</th>
<th>Product demo</th>
<th>Total points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area of Evaluation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Accessibility</td>
<td>Pass / Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Consortium functionality</td>
<td>30</td>
<td>60</td>
<td>90</td>
</tr>
<tr>
<td>3. Handling of Electronic resources</td>
<td>50</td>
<td>90</td>
<td>140</td>
</tr>
<tr>
<td>4. Handling of Physical resources</td>
<td>30</td>
<td>50</td>
<td>80</td>
</tr>
<tr>
<td>5. Systems &amp; Services</td>
<td>100</td>
<td>--</td>
<td>100</td>
</tr>
<tr>
<td>6. Resource Management, Cataloging &amp; Acquisitions</td>
<td>60</td>
<td>110</td>
<td>170</td>
</tr>
<tr>
<td>7. Analytics</td>
<td>40</td>
<td>70</td>
<td>110</td>
</tr>
<tr>
<td>8. Circulation &amp; Resource Sharing</td>
<td>40</td>
<td>70</td>
<td>110</td>
</tr>
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### Total Possible Staff Functions Points

<table>
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### 9. Cost

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<th>200</th>
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</table>

### Total Points

<table>
<thead>
<tr>
<th>Points</th>
<th></th>
<th></th>
<th>1000</th>
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</thead>
</table>

### Discovery & User Experience

<table>
<thead>
<tr>
<th>Area of Evaluation</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Accessibility</td>
<td>Pass / Fail</td>
</tr>
<tr>
<td>2. Systems &amp; Services</td>
<td>30 -- 30</td>
</tr>
<tr>
<td>3. Integration with selected system for Staff Functions</td>
<td>70 -- 70</td>
</tr>
<tr>
<td>4. Discovery &amp; User Experience</td>
<td>100 200 300</td>
</tr>
</tbody>
</table>

| Total Possible Discovery & User Experience Points | 200 200 400 |
| 5. Cost | 100 -- 100 |

### 6.4 Evaluation Criteria

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

#### STAFF FUNCTIONS

1. **Accessibility Technology Initiative Section 508**
   
   Points: Pass / Fail
   
   This section considers proposer’s accessibility submittal, compliance with Section 508 requirements, testing documentation, accessibility support, and proposed improvement solution with implementation schedule to determine the vendor or partnership group that offers the most accessible solution that will provide access to this program for participants irrespective of disability status. (See Section 3B.)

2. **Consortium Functionality**
   
   Points: 90
   
   This section considers how well the vendor described and demonstrated consortium functionality within the library services platform. Each area of the Scope of Work includes requirements and questions concerning consortium functionality.

3. **Handling of Electronic Resource**
   
   Points: 140
This section considers how well the vendor described and demonstrated features within the library services platform concerning electronic resources. This is not limited simply to functionality narrowly defined within electronic resources management, but also features and functionality in cataloging, acquisitions, and analytics concerning electronic resources, how these impact the link resolver and discovery system, and services provided by the vendor related to electronic resources.

4. Handling of Physical Resource
Points: 80

This section considers how well the vendor described and demonstrated features within the library services platform concerning physical resources. All sections of the Scope of Work include requirements and questions related to physical media.

5. Systems and Services
Points: 100

This section considers how well the vendor described and demonstrated services and features of the system within Section 4.A of the Scope or Work.

6. Resource Management, Cataloging & Acquisitions
Points: 170

This section considers how well the vendor described and demonstrated features of the system within Section 4.B.1 of the Scope of Work concerning all resource types.

7. Analytics
Points: 110

This section considers how well the vendor described and demonstrated features of the system within Section 4.B.2 of the Scope of Work.

8. Circulation & Resource Sharing
Points: 110

This section considers how well the vendor described and demonstrated features of the system within Section 4.B.3 of the Scope of Work.

9. Cost – Appendix D
Points: 200

Cost is evaluated based on the categories as indicated in Appendix D. 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 number of points as indicated below.

\[
\text{Price of Lowest Proposal} \times 200 = \text{Points Awarded}
\]

\[
\text{Price of Proposal}
\]
DISCOVERY & USER EXPERIENCE

1. **Accessibility Technology Initiative Section 508** Points: Pass / Fail
   
   This section considers proposer’s accessibility submittal, compliance with Section 508 requirements, testing documentation, accessibility support, and proposed improvement solution with implementation schedule to determine the vendor or partnership group that offers the most accessible solution that will provide access to this program for participants irrespective of disability status. (See Section 3B.)

2. **Systems and Services** Points: 30
   
   This section considers how well the vendor described and demonstrated services and features of the system within Section 4.A of the Scope or Work.

3. **Integration with selected system for Staff Functions** Points: 70
   
   This section considers how well the discovery system integrates with the library services platform selected for Staff Functions.

4. **Discovery & User Experience** Points: 300
   
   This section considers how well the vendor described and demonstrated features of the system within Section 4.C of the Scope of Work.

5. **Cost – Appendix D** Points: 100
   
   Cost is evaluated based on the categories as indicated in Appendix D. 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 number of points as indicated below.

   \[
   \text{Price of Lowest Proposal} \times 100 = \text{Points Awarded} \\
   \text{Price of Proposal}
   \]
SECTION 7 – SOLICITATION PROVISIONS AND PROPOSER’S CERTIFICATION

7.1 SOLICITATION PROVISIONS

7.1.1 Definitions

(a) The Trustees of the California State University are referred to as “CSU,” “University” or “Trustees.” The contract will be issued by the Trustees of the California State University.

(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”, “Proposer”, “Contractor”, or “Vendor” is used to interchangeably and each shall apply to the business entity which submits a bid/proposal or is awarded a contract.

7.1.2 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 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.

7.1.3 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 the CSU endorsement of Bidder's services.

7.1.4 Disputes/Protests

The 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 protest must do so within five (5) working days after notice of intent to award. The protesting Bidder shall submit a full and complete written statement detailing the facts in support of the protest within ten (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 the CSU is final.

7.1.5 **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.

7.1.6 **Execution Of The Agreement**

The Agreement shall be signed by the Contractor and returned, along with the required attachments to the CSU within **fourteen (14)** calendar days from receipt of contract. The period for execution may be changed by mutual agreement of the parties. Any work performed prior to receipt of a fully executed contract shall be at Contractor’s own risk.

7.1.7 **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.

7.1.8 **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 the CSU decision.

7.1.9 **Disabled Veteran Business Enterprise (DVBE) Incentive**

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

The bid incentives levels are as follows:
<table>
<thead>
<tr>
<th>DVBE Participation on this contract</th>
<th>Incentive</th>
</tr>
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<tbody>
<tr>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>2%</td>
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<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td>4%</td>
<td>4%</td>
</tr>
<tr>
<td>5% and above</td>
<td>5%</td>
</tr>
</tbody>
</table>

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

If requesting the DVBE Incentive, then complete the Bidder’s Declaration Form and indicate the total DVBE participation.

For further information on DVBE participation requirements or incentive for this project, contact Darryl Dearborn, CSU Small Business & DVBE Advocate at (562) 951-4581 or via email at ddearborn@calstate.edu.

7.1.10 Small Business Preference

The State of California requires agencies to provide a five percent (5%) preference to Proposers or Bidders who qualify as either California certified small businesses or non-small businesses that commit 25% of the contract value to California certified small businesses. To be eligible, the small businesses must be certified by The Office of Small Business and DVBE Services. 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 Government Code, Section 14838, et seq. (http://leginfo.legistature.ca.gov/faces/codes.xhtml) and Title 2, California Administrative Code, Section 1896, et seq., (http://ccr.oal.ca.gov/). Copies of the codes and regulations are available online or upon request.

If requesting the Small Business Preference, then complete the Bidder’s Declaration Form and indicate the total Small Business participation.

7.1.11 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.

7.1.12 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.

7.1.13 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 CSU contact person listed elsewhere in this solicitation.

7.1.14 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.

7.1.15 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.

7.1.16 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.

7.2 Bidder's Certification
By submitting a proposal, the Bidder certifies to comply with the following:

7.2.1 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.).

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

7.2.3 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.

7.2.4 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.

7.2.5 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).

7.2.6 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.

7.2.7 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.
7.2.8 **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 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.

7.2.9 **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.

7.2.10 **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, jointventurers, 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 8 - INSTRUCTIONS, CONTENT, AND FORMAT

8.1 Instructions
8.1.1 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
E-mail: mcarrillo@calstate.edu

8.1.2 Errors And Omissions
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 on the RFP website to all active Bidders, without divulging the source of the request for it. 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.

8.1.3 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.

8.1.4 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.

8.1.5 Revisions In Bid Solicitation
This solicitation does not obligate CSU to enter into an agreement. The CSU reserves the right to cancel this solicitation at any time, should the project be canceled, the CSU loses the required funding or it is deemed in the best interest of the CSU. 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 a bid.

8.1.6 Compliance With RFP
To be compliant with the administrative requirements of this RFP, Bidder must meet the RFP requirements and complete and return the list of submittals in Section 8, Instructions, Content, and Format.
8.1.7 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.

8.1.8 Delivery Of Proposal
The Proposal must be received at the Chancellor's Office no later than the time indicated on the date and specified in Section 2, Schedule of Events. 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. The Proposal must be completed and delivered by the specified time in order to avoid disqualification for lateness due to difficulties in delivery. LATE, FAXED, OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.

8.1.9 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 by e-mail.

8.1.10 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.

8.1.11 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. After the submission deadline, submittal shall be firm and may not be withdrawn for a period of 180 days.

8.1.12 Proposals Become The Property Of The CSU
Proposals become the property of the 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 unless covered by legal patent or proprietary rights. 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.
8.1.13 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.

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.

8.1.14 Bidder's Cost
Costs for developing proposals and attending an interview or interviews are entirely the responsibility of the Bidder and shall not be chargeable to the CSU.

8.1.15 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.

8.1.16 Confidentiality
Final bids are public upon award of the 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.

8.2. 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.

8.2.1 Delivery Of Proposals
ADDRESS OR DELIVER PROPOSALS TO:
Mary Carrillo
Contract Services and Procurement, 5th Floor
8.2.2 Late Proposals
Sealed proposals must be received in the Chancellor’s 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.

8.2.3 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.

8.2.4 Copies Required
The Bidder must provide ten (10) hard copies in a three-ring binder with tabbed indexes and one (1) electronic copy on a thumb drive or CD. A bidder may be disqualified if any copy of their proposal is found to have material differences from the original copy.

Proposals should be prepared in such a way as to provide straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Proposals should emphasize the Bidder’s demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, graphics etc., are not necessary or desired. However, literature describing the proposed services and extent of support included in the proposal should be forwarded as part of the proposal.

Do not include additional graphics in the electronic copy that are not otherwise in the original hard copy of the proposal. Do not include animation of any kind in the proposals. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

8.2.5 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. Proposals must be divided into the individual indexed tabbed sections listed below.

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 or each firm if there is a joint response that has legal authority in such transactions.
3. Full contact information (overnight mailing address of the office from which the proposal
Is submitted, phone, fax, e-mail, etc.) for the individual designated as the primary 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.

6. Specific acceptance of the following administrative specifications.
   a. Non-responsive proposals include, but are not limited to, those that:
      1. Are irregular or not in conformance with RFP requirements and instructions
      2. Are conditional, incomplete, indefinite or ambiguous
      3. Have no signature or an improper one
      4. Are not submitted on time or are submitted at any time via fax or e-mail
   b. Minor informalities or irregularities in a proposal that are merely a matter of form and not substance and the correction of which would not be prejudicial to other proposals may be waived.

Section 2 - Exceptions and Confidential Information - Any and all exceptions to the RFP and the General Provisions for IT Acquisitions 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. System Requirements
   2. Accessibility
   3. Scope of Work
   4. Business Qualifications and Requirements
   5. Appendix B, Payee Data Form, STD 204
   6. Appendix D, Cost
   7. Appendix E, VPAT
   8. Appendix F, Client References

Section 4 – Optional forms
   1. Appendix C, Bidder’s Declaration Form
APPENDIX D: COSTS

The CSU expects the proposer to provide a detailed and complete response delineating all costs to provide the services described in the RFP.

Pricing should include, but is not necessarily limited to:

- Annual subscription
- One-time implementation and set-up fees
- Data migration services (enumerate any optional fees for migrating specific types of data, e.g., acquisitions data, course reserves).
- Training
- Sandbox / development instance for each campus
- Any exit fees from cancelling the service
- Costs associated with any additional services your company offers that are necessary to use the library services platform and/or discovery system
- Any optional modules or features that are not otherwise covered above.

Include separate pricing information for the Library Services Platform (Staff Functions) and the Discovery System. Include costs across the five years of the proposed term schedule (See section 1.4), including any inflation.

The CSU intends to contract for the services for some or all of the campuses. The proposal must provide a breakdown of costs for the service on the participation of from 18 campuses up to the entire CSU.
## APPENDIX G: CURRENT SYSTEMS ENVIRONMENT

<table>
<thead>
<tr>
<th>Campus</th>
<th>ILS</th>
<th>ERM</th>
<th>Link resolver</th>
<th>Discovery</th>
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# AGREEMENT

THIS AGREEMENT, made and entered into this ________________, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called CSU and

CONTRACTOR’S NAME, hereafter called Contractor,

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:

The Contractor shall provide online courses and learning management system in accordance with the following Riders:

Rider A, CSU General Provisions for IT Acquisitions, consisting of nine (9) pages;
Rider B, Scope of Work, consisting of XX pages
Other Riders – RFP No. 140180 and Contractor’s response to RFP No.140180 dated ____________ as provided by and on file with the CSU are made a part of the Agreement by reference.

The term of this Agreement shall be from the date of this agreement through _______________ (5 years) with two one-year options to renew as agreed upon by both parties.

The total authorized expenditure shall not exceed ________________________________.

Contractor shall report to Gerry Hanley, Assistant Vice Chancellor, Academic Technology Services.

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

<table>
<thead>
<tr>
<th>UNIVERSITY</th>
<th>CONTRACTOR</th>
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<tr>
<td>Trustee of California State University</td>
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<td>BY (AUTHORIZED SIGNATURE)</td>
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CRL 018 – 1/27/04
CSU GENERAL PROVISIONS
for
INFORMATION TECHNOLOGY ACQUISITIONS
Revision 2/14/14

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

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

3. Severability
Contractor and CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability. Should the illegal or unenforceable provision be a material or essential term of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

4. Independent Status
Contractor and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSU or the State of California. While Contractor may be required by this Contract to carry Worker’s Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers’ compensation benefits from the CSU.

5. Governing Law
To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.

6. Contractor’s Power and Authority
Contractor warrants it has full power and authority to enter into this Contract and will hold CSU harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of the CSU under this Contract.

7. Assignments
Contractor shall not assign this Contract, either in whole or in part, without CSU’s written consent, which will not be unreasonably withheld.

8. Personnel
Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor CSU’s requests regarding Contractor’s assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor’s control, Contractor shall use its best effort to provide suitable substitute personnel.

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

10. Time
Time is of the essence in the performance of this Contract.

11. Entire Contract
This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each party.

12. Appropriation of Funds
(a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract and not yet paid for by CSU, terminate any future services and commodities to be supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
(b) CSU agrees that if provision (a) above is involved, commodities shall be returned to Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor’s nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

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

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

(a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor’s duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.

(b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU’s right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.

(c) In the event the CSU terminates this Contract, either in whole or in part, for Contractor’s default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items that Contractor agreed to supply.

(d) CSU’s rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

16. Warranty

(a) Contractor warrants that (i) Deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from defects in materials and workmanship. Where the parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the Deliverables shall provide all functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants such Software shall perform in accordance with its license and accompanying Documentation. CSU’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

(b) Contractor warrants that at the time of delivery, deliverables (i) shall be free of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software); and (ii) shall not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if CSU believes harmful code may be present in any Commercial Software delivered, Contractor shall, upon CSU’s request, provide a master copy of the Software for comparison and correction.

(c) Unless otherwise specified in the Statement of Work: (i) Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor shall pass through any such warranties to CSU and shall cooperate in enforcing them. Such warranty pass-through shall be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.

(d) All warranties, including special warranties specified elsewhere herein, shall inure to CSU, its successors, assigns, customer agencies, and other governmental users of the Deliverables or services.

17. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Contractor shall take all additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Contractor’s violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

18. Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the CSU.

(1) Policies and Coverage

(a) The Contractor shall obtain and maintain the following policies and coverage:

   i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.

   ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.

   iii) Worker's Compensation including Employers Liability Insurance as required by law.

(b) The Contractor also may be required to obtain and maintain the following policies and coverage:

   i) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.

   ii) Other Insurance by agreement between the Trustees and the Contractor.

(2) Verification of Coverage. The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certificates and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete pursuant to Article 8.01, Acceptance. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

(3) Insurance Provisions. Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in Article 4.07. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(a) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.

(b) For any claims related to the Work, the Contractor’s insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor’s insurance and shall not contribute with it.

(c) Each insurance policy required by this Article shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the Trustees.

(d) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not be responsible for any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software); and (ii) shall not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if CSU believes harmful code may be present in any Commercial Software delivered, Contractor shall, upon CSU’s request, provide a master copy of the Software for comparison and correction.
Appendix A

CSU GENERAL PROVISIONS for INFORMATION TECHNOLOGY ACQUISITIONS

Revision 2/14/14

(4) Amount of Insurance
(a) For all projects, the insurance furnished by Contractor under this Article shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:
   i) Comprehensive or Commercial Form General Liability Insurance Limits of Liability
      $2,000,000 General Aggregate
      $1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.
   ii) Business Automobile Liability Insurance-Limits of Liability
      $1,000,000 Each Accident--combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
   iii) Workers’ Compensation limits as required by law with Employers Liability limits of $1,000,000.
(b) For projects involving hazardous materials, the Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:
   i) Environmental Impairment (pollution) Liability Insurance-Limits of Liability
      $10,000,000 General Aggregate
      $ 5,000,000 Each Occurrence--combined single limit for bodily injury and property damage, including cleanup costs.
   ii) In addition to the coverage described in 4.06-d (1) (b), Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:
      (1) MCS-90 endorsement
      (2) Sudden & Accidental Pollution endorsement--Limits of Liability*
      $2,000,000 Each Occurrence
      $2,000,000 General Aggregate

* A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance. With the Trustees’ approval, the Contractor may delegate the responsibility to provide this additional coverage, as described in this Article 4.06-d (2) (b) above, to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor’s certificate of insurance shall also adhere to all of the requirements in Article 4.06-b: Verification of Coverage and 4.06-c: Insurance Provisions. Further, this letter will provide that the subcontractor’s certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

(5) Acceptability of Insurers
   Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best’s rating of A:VII, or shall be a carrier otherwise acceptable to the University.

(6) Subcontractor’s Insurance
   Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Article, and that the amount of insurance for each subcontractor is appropriate for that subcontractor’s Work. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials as required in Article 4.06-d, Amounts of Insurance, subdivision (2).

(7) Miscellaneous
   (a) Any deductible under any policy of insurance required in this Article shall be Contractor’s liability.
   (b) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor’s liability under the Contract.
   (c) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
   (d) If the Trustees are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.
   (e) The Contractor’s obligations to obtain and maintain all required insurance are nondelegable duties under this Contract.
   (f) The Contractor’s liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract

19. General Indemnity
   Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor’s performance of this Contract.

20. Invoices
   Invoices shall be submitted, in arrears, to the address provided in the Contract. Each invoice must contain the Contract number and Contractor’s Identification number. Final invoice shall be marked as such. Contractor shall submit invoices to CSU for payment of goods and services rendered. Unless otherwise specified, CSU shall pay properly submitted invoices not more than 45 days after (i) CSU’s acceptance of goods; (ii) the performance completion date of services; or (iii) 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 of this Contract, including travel and per diem, unless otherwise expressly so provided.

21. Packing and Shipment
   (a) All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of multiple container shipment shall be identified to:
      (1) show the number of the container and the total number of containers in the shipment; and
      (2) the number of the container in which the packing sheet has been enclosed.
   (b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the CSU’s contract number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.
22. Delivery  
Contractor shall strictly adhere to the delivery and completion schedules specified in this contract. Time, if stated as a number of days shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the CSU shall not be required to make any payment for the excess deliverables, and may return them to Contractor at Contractor’s expense or utilize any other rights available to the CSU at law or in equity.

23. Substitutions  
Substitution of Deliverables may not be tendered without advance written consent of the CSU. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the CSU.

24. Inspection, Acceptance and Rejection  
Unless otherwise specified in the Statement of Work all deliverables may be subject to inspection and test by the CSU.

25. Taxes, Fees, Expenses, and Exchanges  
(a) Contractor certifies that it shall comply with all California Sale and Use Tax requirements. Articles sold to CSU are exempt from certain Federal Excise Taxes. CSU will furnish an exemption certificate on request.

(b) Unless specified otherwise, prices quoted shall include all required and applicable 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 CSU.

26. Electronic Software Tax Liability  
Contractor further agrees to deliver purchased software solely in an intangible form and via electronic means. Contractor shall be responsible for ensuring that the software is not delivered to the CSU in tangible form, and shall defend and indemnify the CSU for any and all tax liability resulting from Contractor’s failure to deliver the software as required by this Agreement.

27. 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.

28. Use of Data  
Contractor shall not utilize any non-public CSU information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by Contractor pursuant to this Contract is the property of CSU, and shall not be used in any manner by Contractor unless authorized in writing by CSU.

29. Confidentiality of Data  
(a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and confidential data as confidential information. Contractor shall not use, disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor’s or its personnel’s acts or omissions. Further, if so requested by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.

(b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSU’s operation designated “confidential” by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or confidential data, Contractor will notify CSU in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall:

(1) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated;

(c) Contractor shall cooperate with any litigation or investigation proceedings concerning confidential data loss or other breach of Contractor’s obligations under this Contract. Any access, transmission, or storage of confidential data outside the United States must be approved in writing by CSU in advance. Contractor’s failure to comply with any provision of this Section shall constitute a material breach of the Contract.
30. Information Security Requirements
   (a) Contractor is required to comply with CSU Information Security Requirements as per the attached Information Security Requirements Supplemental Provisions.
   
   (b) Information Security Plan
   Contractor is required to maintain an Information Security Program sufficient to protect the sensitive and/or confidential CSU data to which they have access. Requirements for the Information Security Plan are described in the Information Security Requirements Supplemental Provisions, attached hereto, and by reference made a part of this agreement.
   
   (c) Personal Security Requirements
   Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only. Contractor shall not knowingly permit a representative or subcontractor to have access to CSU records, confidential data, or premises of the CSU when such representative or subcontractor has been convicted of a felony.

31. Patent, Copyright, and Trade Secret Indemnity
   (a) Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees (collectively referred to as CSU), from any and all third party claims, costs (including without limitation reasonable attorneys’ fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party (“Third Party Obligation”) and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide CSU with indemnity protection.
   i) CSU will notify Contractor of such claim in writing and tender its defense within a reasonable time; and
   ii) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law. In such case no settlement shall be entered into on behalf of CSU without CSU’s written approval.
   
   (b) Contractor may be required to furnish CSU a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
   
   (c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, CSU shall permit Contractor at its option and expense either to procure for CSU the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably practicable or if the use of such Deliverables or Software by CSU shall be prevented by injunction, Contractor agrees to take such Deliverables or Software and use its best effort to assist CSU in procuring substitute Deliverables or Software at Contractors cost and expense. If, in the sole opinion of CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSU shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums CSU paid Contractor less any reasonable amount for use or damage.
   
   (d) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

32. Rights in Work Product
   All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this section may be revised in a Statement of Work.

33. Examination and Audit
   For contracts in excess of $10,000, Contractor shall be subject to the examination and audit by (a) the Office of the University Auditor, and (b) the Bureau of State Audits, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.
   
   Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

34. Dispute
   Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor’s Chief Executive Officer (or designee) and CSU’s Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

35. Conflict of Interest
   CSU requires a Statement of Economic Interests (California Form 700) to be filed by any Consultant (or Contractor) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any CSU financial interest.

36. Follow-On Contracts
   No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may submit a bid or be awarded a contract for the provision of services, the procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
   (a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:
      i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
      ii) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.
(b) “Consulting and Direction” means services for which Contractor received compensation from CSU and includes:
   i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
   ii) development or design of test requirements;
   iii) evaluation of test data;
   iv) direction of or evaluation of another Contractor;
   v) provision of formal recommendations regarding the acquisition of products or services; or
   vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, “affiliates” are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

(c) Except as prohibited by law, the restrictions of this Section will not apply:
   i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
   ii) where CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor’s own products.

(d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law (“Conflict Laws”). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

37. Endorsement
Nothing contained in this Contract shall be construed as conferring on any party, any right to use the other party’s name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

38. Covenant Against Gratuities
Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSU in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. CSU’s rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

39. Nondiscrimination
(a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

40. Compliance with NLRB Orders
Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor’s failure to comply with an order of the National Labor Relations Board.

Note: Cite Authority: PCC 10296

41. Drug-Free Workplace Certification
Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:
(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations
(b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
   i) the dangers of drug abuse in the workplace;
   ii) the person’s or organization’s policy of maintaining a drug-free workplace;
   iii) any available counseling, rehabilitation and employee assistance programs; and,
   iv) penalties that may be imposed upon employees for drug abuse violations.
(c) Provide that every employee who works on the proposed or resulting Contract:
   i) will receive a copy of the company’s drug-free policy statement; and,
   ii) will agree to abide by the terms of the company’s statement as a condition of employment on the Contract.

Note: Authority Cited: Government Code Section 8350-8357

42. Forced, Convict, Indentured and Child Labor
By accepting a contract with CSU, Contractor:
(a) Certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor.
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INFORMATION TECHNOLOGY ACQUISITIONS
Revision 2/14/14

Contractor further certifies it will adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at http://www.dir.ca.gov/, and Public Contract Code Section 6108.

(b) Agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

43. Recycled Content Certification
Contractor shall certify in writing the minimum, if not exact, percentage of postconsumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

44. Child Support Compliance Act
For any contract in excess of $100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:
(a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code;
(b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

45. Americans With Disabilities Act (ADA)
Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor’s failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

46. Expatriate Corporations
Contractor declares and certifies that it is not and expatriate corporation, and is not precluded from contracting with CSU by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

47. Citizenship and Public Benefits
If Contractor is a natural person, Contractor certifies he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

48. Loss Leader
Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

49. DVBE and Small Business Participation
(a) If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the SB(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each SB received from the prime Contractor.(Govt. Code § 14841.)
(b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the DVBE(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each DVBE received from the prime Contractor. The Contractor shall also certify that all payments under the Contract have been made to the DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code §14841)

50. Contractor’s Staff
Contractor warrants that its staff, which is assigned to performing work under this Contract, is legally able to perform such duties in the country where the work is being performed.
**BIDDER DECLARATION**

1. **Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**
   
a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): ____________ or None ____  (If “None”, go to Item #2)

b. Will subcontractors be used for this contract? Yes ___ No ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

________________________________________________________________________________________________________________________
________________________________________________________________________________________________________________________

c. If you are a California certified DVBE:  
   (1) Are you a broker or agent? Yes ___ No ___
   (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ___ No ___ N/A ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

<table>
<thead>
<tr>
<th>Subcontractor Name, Contact Person, Phone Number &amp; Fax Number</th>
<th>Subcontractor Address &amp; Email Address</th>
<th>CA Certification (MB, SB, DVBE or None)</th>
<th>Work performed or goods provided for this contract</th>
<th>Corresponding % of bid price</th>
<th>Good Standing?</th>
<th>51% Rental?</th>
</tr>
</thead>
<tbody>
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CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.
All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
   - Microbusiness (MB)
   - Small Business (SB)
   - Small Business Nonprofit Veteran Service Agency (SB/NVSA)
   - Disabled Veteran Business Enterprise (DVBE)

   (1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No.” The Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

   51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “Yes” or “No” for each subcontractor listed.

   2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ___ of ___” on the form.

   If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ___ of ___” accordingly.

1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

   Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

   Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

   Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

   (1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No.” The Military and Veterans Code Section 999.2(b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

   (2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark “N/A” for “not applicable.”

   Enter “N/A” if the:
   • Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor)
   • Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

   Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

   Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

2. (continued) Column Labels

   Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

   Subcontractor Address & Email Address—Enter the address and if available, an Email address.

   CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter “None.” [Note: A SB/NVSA should not be participating as a subcontractor]

   Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

   Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

   Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:
   • Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
   • If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
   • Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
   • Is not listed on the OSDC website as ineligible to transact business with the State

   51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

   Enter “N/A” if the:
   • Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
   • Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

   Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

   Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ___ of ___” accordingly.
# REFERENCES FORM

**Firm #1** - Name of Firm: ______________________________________________________

Address of Firm: ______________________________________________________________

Contact Person: _________________________________ Phone No. (   ) _________________

Date of Project:    From: ________________________ To: _____________________________

Contract value: ________________________________________________________________

Brief Description of Case History if applicable:

____________________________________________________________________________

____________________________________________________________________________

**Firm #2** - Name of Firm: ______________________________________________________

Address of Firm: ______________________________________________________________

Contact Person: _________________________________ Phone No. (   ) _________________

Date of Project:    From: ________________________ To: _____________________________

Contract value: ________________________________________________________________

Brief Description of Case History if applicable:

____________________________________________________________________________

____________________________________________________________________________

**Firm #3** - Name of Firm: ______________________________________________________

Address of Firm: ______________________________________________________________

Contact Person: _________________________________ Phone No. (   ) _________________

Date of Project:    From: ________________________ To: _____________________________

Contract value: ________________________________________________________________
REFERENCES FORM

Brief Description of Case History if applicable:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________