REQUEST FOR PROPOSAL (RFP)

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

RFP Number: 170268

Title: Online Reference Checking

Issue Date: September 22, 2017

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Proposal Delivery

Location: On-line Submittals only to http://www.planetbids.com/portal/portal.cfm?CompanyID=15331#

NOTE: Updates, changes or addendums to the RFP are posted at: [type RFP update website URL here] http://www.planetbids.com/portal/portal.cfm?CompanyID=15331#

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SECTION 1 – PURPOSE, OVERVIEW, AND TERM

1.1 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms interested in providing and administering a systemwide contract for online reference checking/assessment solutions/tools (hereinafter, the "Services") for the California State University (CSU) upon the commencement of the contract award.

The proposal should demonstrate the Proposer's ability to support CSU's goal of providing campuses and the Chancellor's Office such services via a single source Contractor.

1.2 CSU BACKGROUND

The California State University (CSU) is the largest system of higher education in the nation, the most diverse, and one of the most affordable university systems in the country. The CSU system is comprised of twenty-three (23) campuses statewide and the Office of the Chancellor in Long Beach, with a combined student enrollment of more than 400,000 and approximately 50,000 faculty and staff. The Office of the Chancellor (CO) is the systemwide executive office of the CSU. The CSU is governed by a 25-member Board of Trustees, the majority of which are appointed by the Governor. More information about the CSU can be found at: http://www.calstate.edu/datastore/quick_facts.shtml

1.3 PROJECT OVERVIEW

Proposer shall provide CSU with an online and automated reference checking tool in order to make the best use of CSU's resources and increase CSU's recruiting efficiency.

1.4 AWARD OF CONTRACT

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

1.5 RFP RULES AND INSTRUCTIONS

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

1.6 TERM

CSU will award a contract for a fixed three (3) year term commencing January 1, 2018 through December 31, 2020. The CSU shall have the option to extend this contract for up to three (3) one-year terms at the sole discretion of the CSU. These additional extension terms may be awarded based on a commitment to rate guarantees, upon acceptable performance, and mutual acceptance of terms and conditions of this Agreement.

1.7 RESERVATION OF RIGHTS BY THE CSU

THE CSU RESERVES THE RIGHT TO CANCEL THIS RFP AT ANY TIME, AND FURTHER RESERVES THE RIGHT TO NOT AWARD A CONTRACT BASED ON THIS RFP.

SECTION 2 – SCHEDULE OF EVENTS

Release of Request for Proposal: September 22, 2017

Last Day to Submit Questions for Clarification: September 29, 2017

12:00 noon PT

Response to Questions: October 6, 2017

Conference Call: October 16, 2017

Zoom conference call information TBD

Deadline for Submission of Proposals and Demonstrations: October 20, 2017

12:00 noon PT

Demonstrations/Oral Presentations TBD or (Week of 10/30/17)

Notice of Intent to Award: November 6, 2017

Contract Award: November 15, 2017

Commencement of Services: January 1, 2018

Email questions to: vpaniani@calstate.edu QUESTIONS WILL ONLY BE ACCEPTED IF EMAILED. Responses to questions and addendums will be posted on the CSU website at: http://www.planetbids.com/portal/portal.cfm?CompanyID=15331#

Dates and times are subject to change at the discretion of the CSU.

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

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SECTION 3 – SOLICITATION PROVISIONS AND PROPOSER'S CERTIFICATION

3.1 SOLICITATION PROVISIONS

3.1.1 DEFINITIONS

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

3.1.2 RESERVATION OF RIGHTS

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

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

3.1.3 NON-ENDORSEMENT

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

3.1.4 DISPUTES/PROTESTS

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

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

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3.1.5 AWARD OF CONTRACT

The CSU reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the Bidder, whose proposal best complies with all of the requirements of the RFP documents and any addenda. A "Notice of Intent to Award" will be posted publicly for five (5) consecutive business 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 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 the next qualified bidder.

3.1.6 EXECUTION OF THE AGREEMENT

The Agreement shall be signed by the Contractor and returned, along with the required attachments to CSU within **five (5)** calendar days from receipt of contract. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until signed by the authorized CSU officials. Any work performed prior to receipt of a fully executed contract shall be at Contractor's own risk.

3.1.7 FAILURE TO EXECUTE THE AGREEMENT

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

3.1.8 CONFLICT OF INTEREST

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

3.1.9 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) 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.

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The bid incentives levels are as follows:

DVBE Participation on this contract	Incentive
1%	1%
2%	2%

3%	3%
4%	4%
5% and above	5%

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 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.

3.1.10 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. and Title 2, California Administrative Code, Section 1896, et seq.,. 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.

The use of the Small Business Preference shall be in compliance with the law and specifically Government Code Section 14838.B.2. In solicitations where an award is to be made to the highest scored bidder based on evaluation factors in addition to price, the preference to small businesses or microbusiness shall be 5 percent of the highest responsible bidder's total score. The preference to non-small business bidders that provide for small business or microbusiness subcontractor participation shall be up to a maximum 5 percent of the highest responsible bidder's total score, determined according to rules and regulations established by the Department of General Services. In solicitations where an award is to be made to the low bid, the preference is applied by factoring 5 percent of a non-small business low bid total and subtracting this amount from the small business bid total.

3.1.11 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:

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

3.1.12 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.

3.1.13 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 buyer listed elsewhere in this solicitation.

3.1.14 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:

- a. Current CSU Employees (PCC Section 10831):
 - i. 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.
 - ii. 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.
 - iii. This prohibition does not apply to officers or employees of the CSU with teaching or research responsibilities.
- b. Former CSU Employees (PCC Section 10832):
 - i. 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.

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

3.1.15 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.

3.1.16 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 specifies otherwise in the proposal, it is understood the Contractor is offering referenced brands as specified. The CSU reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references. The CSU may require a contractor offering a substitute to supply additional descriptive material and sample.

3.2 BIDDER'S CERTIFICATION

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

3.2.1 AMERICANS WITH DISABILITIES ACT (ADA)

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

3.2.2 UNFAIR PRACTICES ACT

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

3.2.3 VIOLATION OF AIR OR WATER POLLUTION LAWS

Unless the contract is less than \$25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Bidder warrants that the Bidder has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge

requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution. By submitting a bid, the Bidder certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

3.2.4 COMPLIANCE WITH NLRB ORDERS

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

3.2.5 ASSIGNMENT OF ANTITRUST ACTIONS

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

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

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553). Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

3.2.6 NONCOLLUSION AFFIDAVIT

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

3.2.7 SAFEGUARDS FOR PROTECTING CSU INFORMATION ASSETS

By submitting a bid, Bidder acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b) (2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section

1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Bidder hereby certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314.

3.2.8 COVENANT AGAINST GRATUITIES

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

3.2.9 DRUG-FREE WORKPLACE CERTIFICATION

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

3.2.10 ELECTRONIC WASTE RECYCLING ACT

In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Changer 8.5 of the Public Resource Code, the Bidder certifies that it, and its agents, subsidiaries, partners, joint ventures, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to the CSU that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the bidder, its agents, subsidiaries, partners, joint venturers, or subcontractors. In addition the Bidder agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.

3.2.11 DARFUR CONTRACTING ACT

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

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

3.2.12 IRAN CONTRACTING ACT

PCC sections 2202 et seq., the Iran Contracting Act of 2010, establish restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. By submitting a bid in excess of \$1 million, bidder certifies that bidder is not a financial institution extending credit to an ineligible vendor on the list published by the California Department of General Services on the web site: http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf

(PCC § 2204.) The Act includes certain exceptions. (PCC § 2203(c).)

3.2.13 THE CONGO - SECURITIES EXCHANGE ACT

PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. The CSU will not accept bids or proposals or contract for goods or services related to products or services from companies designated as a "scrutinized company" by the Federal Government.

By submitting a bid, bidder <u>certifies</u> that they are not a scrutinized company as defined. False certifications shall cause the bid to be invalidated.

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

SECTION 4 - SCOPE OF SERVICES

4.1 BACKGROUND

The Office of the Chancellor, located in Long Beach, California, is the systemwide headquarters of the California State University (CSU). Human Resources in the Office of the Chancellor develops, implements and administers the university's policies related to employment, under the direction of the Vice Chancellor and Chief Human Resources Officer.

Currently, the CSU system is comprised of twenty-three campuses systemwide and the Office of Chancellor. The CSU is an agency of the State of California and has limited independence. It is exempt from state civil service, but does not have the same degree of independence enjoyed by the University of California system.

There are approximately 50,000 employees. CSU employees are categorized in five broad categories: executive, management, confidential, faculty and staff. Faculty and staff employees are represented by collective bargaining. The CSU Board of Trustees is responsible for governing the CSU. CSU represented employees are grouped into thirteen (13) bargaining units as follows: the Union of American Physicians and Dentists (Unit 1), the California State University Employees' Union (Units 2, 5, 7, and 9), the California Faculty Association (Unit 3), the Academic Professionals of California (Unit 4), the State Employees' Trades Council (Unit 6), the State University Police Association (Unit 8), the International Union of Operating Engineers (Unit 10), United Automobile Workers (Unit 11 – Academic Student Employees), and the California State University Employees' Union (Unit 13 – English Language Program Instructors, CSU Los Angeles) and (Unit 14 – English Language Program Instructions, CSU Monterey Bay).

Currently, the CSU does not offer a systemwide online and automated reference checking solutions provider. Most campuses are conducting their own reference checks, with a few campuses using CSU's systemwide background check services provider to conduct reference checks.

However, upon surveying campus recruitment staff, it became apparent that offering a systemwide online and automated reference checking solution would support CSU's philosophy of continuity among campuses and the Chancellor's Office, along with eliminating time consuming "phone tag" with potential references, inappropriate, biased and/or discriminatory inquires, and, more importantly, asking questions relevant to the job positions.

Proposer shall be a full service online automated reference checking provider, with the capability of providing online and automated reference checking solutions, and the flexibility of providing custom surveys, etc. based upon CSU's requirements in a friendly, user-friendly functional format.

While a systemwide agreement for online and automated reference checking solutions will be issued by the Office of the Chancellor, it is not mandatory that all campuses participate under this agreement.

4.2 STATEMENT OF WORK

In order to be considered responsive to this RFP, Proposer must meet the requirements of an online tool for reference checking as outlined in the specifications below. A written response is required for each section and non-compliance will disqualify your proposal. Unless otherwise directed, submittal documents must be posted to the appropriate section of the CSU Planet Bids portal at http://www.planetbids.com/portal/portal.cfm?CompanyID=15331#

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- 4.2.1 Online Reference Tool Requirements
- 4.2.2 Technical Merit Demonstrations
- 4.2.3 Account Servicing
- 4.2.4 Performance Guarantees

4.2.1. ON-LINE REFERENCE TOOL REQUIREMENTS

Contractor must provide the following features in its online reference checking tool:

- Provide an automated online approach to reference checking that leverages job-specific surveys, to deliver insights about job candidates that, currently, hiring managers and selection committees don't have
- Enable CSU Recruiters with the ability to preselect surveys from a number of skill set questions applicable to job position
- Enable CSU Recruiters with the ability to select number of references and types of references (personal, professional, etc.)
- Provide Candidates with the ability to input and confirm references
- Provide Candidates with the ability to sign candidate consent legal waiver
- Provide those listed as References the ability to provide feedback on mobile devices
- Provide Recruiters and hiring managers with comprehensive readable reports on candidates past performance, including, but not limited to a comparison to other candidates for the same position
- Contractor must have the ability to integrate with the CSU Applicant Tracking System (ATS) and permit CRM integration

In addition, the online automated reference checking tool shall:

- Improve CSU's recruiting efficiency by reducing the time, labor and funds spent on reference checking and reduction in time to fill positions
- Improve the quantity and quality of information collected regarding a candidates past work performance, providing better information to recruiters and hiring managers as they make decisions on new hires
- Provide online reference checking solutions to help speed the reference process by automating reference feedback.

- Provide job-specific surveys with flexibility in requirements depending upon appointment types (i.e., emergency hires, full-time appointments, temporary appointments, permanent appointments, part-time appointments)
- Provide job-specific surveys that allow CSU to receive valuable job related behavior information from the candidate's referral sources (i.e., former supervisors, peers, subordinates).
- Help evaluate a range of criteria so CSU can deliver deeper, more predictive insights about candidates to assure a better fit with hiring manager's needs.
- Use standardized questions created for job-related criteria.
- Provide professional and detailed candidate reports that can assist in the hiring decision and training needs
- Provide reports in a turnaround time of three (3) days or less
- Optimize mobile friendly solutions for smartphones and tablets, to further enable CSU's references and candidates to respond at a time convenient for them from any location.
- In addition to the online reference checking tool, CSU recruiters/hiring managers shall also have the ability to communicate via phone call/email with candidates' references.
- Provide feedback on soft skills that make candidates successful, i.e. work ethic, professionalism, leadership, problem solving, or the ability to work in a team environment.
- Provide reports to include job-specific, behavioral-based interview questions to assist selection committees in asking more pointed questions during interview process or even develop onboarding and training plans that address areas a candidate might need to improve, which will strengthen future performance and help reduce turnover.
- Provide an online/automated reference checking solution that has the ability to translate into languages outside of English, to allow candidates and references to respond in a native or preferred language, which helps CSU to reach beyond language barriers to discover and hire capable and talented candidates in their workforce.
- Provide surveys that meet EEOC statutes and guidelines.
- Provide long-term electronic storage of assessments in the event of audit or legal inquiry.
- Provide ongoing training
- Provide numerous report options, including collection of candidate demographic information

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- Provide security at the IP address; (i.e. ability to flag matching IP addresses to protect the integrity of the process)
- Provide a talent pipeline (database of "warm leads"), which requires identifying potential candidates, verifying that they're interested in the CSU.

Allow the CSU the ability to turn references into future job prospects maintaining a targeted pool of interested candidates that continues to grow.

 Provide additional services related to the tools provided by Contractor, as deemed necessary by CSU.

4.2.2 TECHNICAL MERIT - DEMONSTRATIONS

Demonstrations must include a user friendly link, and the ability to utilize online automated reference checking systems from the following perspectives:

- Recruiters/Hiring Managers
- Candidates
- References

Demonstrations must also include:

- Sample Reports to Recruiters/Hiring Managers
- Demo of Talent Pipeline

Finalists may have an opportunity, during Oral Presentations, to demonstrate the capabilities of their product line/application tools. It is in the Proposer's best interest to submit a thorough and complete proposal and not depend on the oral presentation process to provide required information.

4.2.3. ACCOUNT SERVICING

Proposer must demonstrate its willingness and ability to commit resources in order to successfully implement the online/automated reference checking system for CSU. Contractor must provide responses to the following questions in its proposal:

- Describe the timeline and specific tasks involved to have your online automated reference checking solutions operative upon commencement of the contract. Include a detailed implementation plan and business plan or timeline. Be specific with regard to the following:
 - Timing of significant tasks
 - Responsibilities/expectations of CSU
- 2) Describe how you will implement the online automated reference checking solutions on a systemwide basis.
- 3) Identify the location and hours of operation of your proposed Account Management office.
- 4) Assigned Customer Relationship Manager/Account Manager.

- 5) Describe how you train your employees.
- 6) Describe how you keep your employees updated on legal issues effecting reference checking.
- 7) Describe your quality control procedures, and any quality control procedures you follow to ensure accuracy in reporting results.
- 8) Describe your security and data protection practices, including any third party certifications.
- 9) How do you handle billing an employer with multiple locations, or different departments?
- 10) Describe the software on online system utilized by your firm and confirm that it is ATI compliant. Please refer to Accessibility requirements.
- 11) Please provide samples of standard management reports that would be provided to the CSU, and how this data would be assessed. Include the timing and frequency of these reports. Do you have the ability to access/obtain raw data at any time? Can data be segregated by campus location?
- 12) Describe your customer service hours. It is preferable that Contractor have a minimum of live customer service availability from 6AM 8PM PST.
- 13) Confirm whether or not your firm ever held a contract with any campus of the CSU and/or the State of California in the past or currently. If so, specify dates, the name of the campus/state agency, the name and title of the state official overseeing the contract, and the services performed.

4.2.4 PERFORMANCE GUARANTEES

Proposer shall provide performance guarantees for the term of the contract. Proposer must include in its proposal the following:

- a. Detailed description of when and under what condition(s) the CSU will be credited when errors are made, product is incomplete, and/or deadlines are missed in data, reports or other services provided by the Proposer.
- A description of what controls are in place to prevent errors and ensure timely delivery of services.

SECTION 5 QUALIFICATIONS AND EXPERIENCE

5.1 PROPOSER QUALIFICATIONS

Proposer must demonstrate an overall understanding of the RFP requirements and provide examples of how it will meet these requirements. Proposer must provide a general overview of the firm's organizational capability by describing the composition, experience and credentials of their organization. In addition to meeting all other requirements of this RFP and to be considered responsive to the RFP requirements, proposer must demonstrate through a detailed response and verifiable evidence that their firm, at a minimum, meets the following qualifications set forth below:

- a. Proposer is licensed to do business in the State of California;
- b. Proposer must have extensive experience doing business in the State of California and understanding of California laws and regulations;
- c. Proposer must demonstrate at least five (5) years of experience providing online reference checking solutions to major organizations that are similar to CSU (e.g. public higher educational systems and/or institutions, private higher educational institutions, state employers, nonprofit organizations, local public agencies, or public school and community college districts)
- d. Proposer must furnish at least three (3) references of online reference checking clients from whom the proposer has provided similar services as requested in the RFP during the past twenty-four (24) months.
 - At least one of those employers must have 20,000 or more employees.
 - Public sector references of similar size to the CSU are preferred.
 - References shall include date and description of services, company's name, contact person, title, current address, email and telephone number and be submitted on the form provided (Appendix E).
- e. Also list three online reference checking clients of similar size and diversity whose contracts were terminated before their expiration date, within the past five years, if any. Include the name, address, and telephone number of key contact people at the client organizations.

5.2 FIRM BACKGROUND

Proposals must address the following information related to your firm:

a. A company narrative/profile of the benefits and advantages of working with your firm, including an explanation as to why your firm is especially qualified to be engaged by the Trustees of the California State University.

- Please also indicate if any of your services will be contracted out to a third party. (include contact information, if applicable)
- b. Names and functions of all personnel who will play key roles during the RFP process, during and after the implementation, ongoing account management (i.e. list of principals, officers, associates of the firm).
- c. A brief outline of related experience and credentials of key personnel
- d. Type of organization: individual, partnership, corporation, other (specify).
- e. Year organization established
- f. If your firm has multiple offices, please list these offices and indicate which office will provide services for this benefit plan
- g. The total number of online reference checking clients (include the average size of your clients in terms of employee base, and the number of employees of your largest client).
- h. If applicable, explain how your services were expanded, e.g., what acquisitions did your company make in the past five years and how did it update/enhance your services and technology?
- i. Upon request provide evidence of insurance coverage in accordance with the insurance requirements set forth in the CSU General Provisions.
- j. A statement on company letterhead, signed by an approved official, certifying financial solvency, no bankruptcies, and an A+ rating with Dunns & Bradstreet. Contractor shall also agree to provide financial statements if requested by the CSU.

5.3 VENDOR ACCESSIBILITY REQUIREMENTS

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

5.3.1 PRODUCT ACCESSIBILITY DOCUMENTATION

Voluntary Product Accessibility Template(s)

- a. Submit a Voluntary Product Accessibility Template (VPAT)
 - i. For each unique product/service offered (e.g. desktop, Web Portal, mobile, video player).
 - ii. For each user interface (e.g. student, faculty, staff, administrative, public, and reporting).
- b. See <u>CSU Guide to Completing the Voluntary Product Evaluation Template</u> (<u>VPAT</u>). Follow instructions 1-8 under *Typical Scenario for Completing a Voluntary Product Evaluation Template (VPAT)* on page 5.

- c. VPAT's submitted should meet the following criteria:
 - Include all applicable sections of the Section 508 standards for technical conformance (1194.21 through 1194.26 based on product type), functional conformance (1194.31), and documentation (1194.41). See

- CSU Guide to Completing the Voluntary Product Evaluation Template for more details.
- ii. Ensure that the VPAT corresponds to the current version of the IT product/service being offered.

5.3.2 OTHER REQUIREMENTS

- 1. Based on established criteria, the CSU Evaluation Team may down-select Proposers creating an RFP Short List or Finalists. Short-listed Proposers will be required to submit an independent 3rd party VPAT assessment. For the VPAT 3rd party assessment, CSU recommends Proposers schedule this with a provider upon the RFP posting so as to ensure timely submission of that assessment according to the defined schedule. If not selected for the oral presentations, Proposer may consider cancelling the 3rd party VPAT assessment.
- 2. The Finalists must provide a <u>comprehensive</u> third party product accessibility evaluation, at their expense, that verifies the claims made on the product VPAT(s) based on the product use cases which will be provided at a later date by the CSU Evaluation Committee. This third party evaluation assessment will be due at the Award Phase although the CSU reserves the right to reassess this requirement at a later time.
 - a. In addition to the report results, the report must include an executive summary that covers the accessibility barriers and the disability groups that are affected by the barriers.
 - b. If any of the claims, on the VPAT submitted with the original bid, are found to be inaccurate then the vendor shall provide an updated VPAT that accurately reflects the accessibility status of the product.
 - c. An Accessibility Roadmap that addresses product accessibility gaps and remediation plan is due with the third party evaluation assessment. See the Accessibility Roadmap Template.
 - d. An Accessibility Statement which is an important component in an organization's overall accessibility strategy, is due with the third party evaluation assessment. An effective Accessibility Statement includes several key components outlined in the Accessibility Statement Recommendations.

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

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

SECTION 6 – EVALUATION AND SELECTION CRITERIA 6.1 EVALUATION METHOD

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

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

Responsive Proposers that become finalists may be required to give oral demonstrations/presentations to the CSU as part of the final evaluation process. The purpose of the demonstrations/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 demonstration/presentation process to provide additional information.

From among the finalist the CSU may select one or more firm(s) and or organization(s) to enter into negotiations for the RFP award. At such point, the finalist(s) may be required to participate in negotiations for pricing, contract terms and conditions, technical or other revisions to the proposal which may result from such negotiations. The bidder with the highest score and providing the best value to the CSU will be awarded the contract.

All proposers will be notified in writing once one or more firms have been selected for the Award.

6.2 POINT SCORING SCHEDULE

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

	Evaluation Criteria	Points
Α	Qualifications and Experience	30
В	Ability to comply with Scope of Work	40
С	Cost	25
D	Demonstrations/Oral Presentations	20
Е	Compliance with RFP requirements/ submittals	5
F	Contract flexibility	5
	Total	125

6.3 EVALUATION CRITERIA

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

A. Qualifications and Experience

This section will consider and evaluate Bidder's profile and its proposed team and its ability to meet the requirements and sustainability for duration of project. Bidder's qualifications and experience shall be evaluated based on the documentation provided as well as references.

Points: 30

Points: 40

B. Ability to Comply with the Scope of Work

This section will consider and evaluate Bidder's demonstrated understanding of project requirements and the detailed conceptual approach and methodology used to satisfy the requirements in the Scope of Work. Also considered will be the depth and specificity of the Bidder's overall ability to comply with all sections of Section 4.

C. Cost Points: 25

Proposer shall provide a pricing model to include the following areas:

- Acquisition this may include, but is not limited to, initial cost of set up, implementation, software license, and other associated costs
- Usage indicate the breakdown by using the number of applicants seeking employment by the CSU:

1 - 7.999

8,000 - 13,999

14,000 - 20,000

20,000+ applications

- Maintenance the recurring costs with annual maintenance fees, including training
- Other miscellaneous costs, if any.

The lowest overall cost proposal shall receive the maximum points. Points on proposals with a higher overall cost shall be determined by dividing the lowest proposal cost by the higher proposal cost and multiplying by the maximum points as indicated below.

Cost of Lowest Proposal X Maximum Points = Points Awarded Cost of Proposal

Price shall remain valid for a period of 60 days from the proposal due date.

D. Demonstrations/Oral Presentations Points: 20

Proposer shall provide a recorded demonstration with audio narrative accompanying active screen capture as demonstrator navigates through system. Screen shots copied into Word or PowerPoint (for example) are not acceptable and submission of such will be deemed non-responsive. This section will be evaluated based on the navigation and ease of use of the tool and its functionality and compliance with the specifications outlined

in Section 4 – Statement of Work. In addition, the CSU will consider such things as organization, preparedness, and the thoroughness of the presentation.

E. Compliance with RFP Requirements Points: 5

This section will consider the completeness of the response and whether all requirements have been satisfied and the appropriate documents have been submitted.

F. Contract Flexibility

The Appendix A - Sample Agreement and CSU General Provisions for Information Technology Acquisitions shall be the governing agreement between the parties. Proposals will be evaluated based on the level of acceptance of all CSU provisions, and whether Proposer's counter terms are in conflict with or take unacceptable exceptions to the CSU General Provisions.

Points: 5

SECTION 7 - INSTRUCTIONS, CONTENT, AND FORMAT

7.1 INSTRUCTIONS

7.1.1 QUESTIONS REGARDING RFP AND POINT OF CONTACT

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

7.1.2 ERRORS AND OMMISSIONS

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

7.1.3 ADDENDA

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

7.1.4 CANCELLATION OF SOLICITATION

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

7.1.5 COMPLIANCE WITH RFP

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

7.1.6 COMPLETION OF PROPOSAL

Responses to the RFP shall be complete in all respects as required by this solicitation. A submission may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially

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

7.1.7 DELIVERY OF PROPOSAL - ON-LINE BID SUBMITTAL

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

7.1.8 EXCEPTIONS

In the event a Bidder believes that this RFP is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the CSU's Contact, either by e-mail, letter or facsimile, immediately upon receipt of the RFP, in order that the matter may be fully considered and appropriate action taken by the CSU prior to the closing time set for submission. If the Proposer fails to notify the CSU of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of error or its late correction.

7.1.9 ALTERNATIVE PROPOSALS

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

7.1.10 WITHDRAWAL OF PROPOSAL

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

7.1.11 PROPOSALS BECOME THE PROPERTY OF CSU

Proposals become the property of CSU and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award is posted. The CSU reserves the right to make use of any information or ideas contained in the Proposal. Proposals may be returned only at the CSU's option and at the Bidder's expense. One copy shall be retained for official files. Responses to this RFP and any other information that is currently or may become available as an outcome of the RFP process may be used by the CSU to structure an RFP or other solicitation.

7.1.12 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.

All bids are public upon issuance of an "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.

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

7.1.13 BIDDER'S COST

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

7.1.14 INSPECTION OF SOLICITATION DOCUMENTS

Bidder shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the Bidder's sole risk. It is the Bidder's responsibility to provide the CSU with current contact information and to update the CSU immediately of any changes.

7.2. CONTENT AND FORMAT

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

7.2.1 **DELIVERY OF PROPOSALS. - ON-LINE**

Submit proposals to the Chancellor's Office RFP website at: http://www.planetbids.com/portal/portal.cfm?CompanyID=15331# LATE PROPOSALS WILL NOT BE ACCEPTED

7.2.2 MODIFICATIONS

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

7.2.3 PROPOSAL CONTENT AND FORMAT

All Bidders are required to submit complete responses to the sections listed below and to upload these responses at http://www.planetbids.com/portal/portal.cfm?CompanyID=15331#. Proposals shall adhere to the following format for organization and content.

Section 1 - Cover Letter Submittal

The cover letter shall be a maximum of 2 pages, and shall include:

- 1. A brief statement of intent to perform the services proposed.
- 2. Signature of an authorized officer of the organization who has legal authority in such transactions.
- 3. Full contact information (overnight mailing address, phone, fax, e-mail, etc.) for the individual designated as the CSU contact on this RFP and a secondary contact.
- 4. Acknowledgement receipt of all addenda issued.
- 5. Expressly state that, should the Bidder's proposal be accepted, the Bidder agrees to enter into a contract under the terms and conditions as set forth in the CSU General Provisions (Appendix A).
- **6.** Expressly identify any proprietary or confidential materials contained in the proposal and provide justification for not making such material public record.

Proposals with unsigned cover letters may be rejected.

Section 2 - RFP Submittals

Proposer shall provide a response to each of the sections listed below or complete the appropriate forms where applicable. Also Proposer must state in the affirmative that they can comply with the specifications outlined in the respective sections. Responses must not exceed 3 pages per section:

1. Section 4.2.1	ON-LINE REFERENCING TOOL REQUIREMENTS
2. Section 4.2.2	TECHNICAL MERIT - DEMONSTRATIONS
3. Section 4.2.3	ACCOUNT SERVICING
4. Section 4.2.4	PERFORMANCE GUARANTEES
5. Section 5.1	PROPOSER QUALIFICATIONS
6. Section 5.2	FIRM BACKGROUND
7. Section 6.3 (c)	<u>COSTS</u>

8. Section 5.3.1 <u>VPAT DOCUMENTATION</u>

9. Appendix C <u>BIDDER DECLARATION FORM</u>

10. Appendix D REFERENCE SHEET